



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Council Meeting - September 13, 2011

Tuesday, September 13, 2011

Start time 9:00 AM

AGENDA

1. **CALL TO ORDER**
2. **MINUTES**
 - 2.1 **COUNCIL MEETING - AUGUST 9, 2011 (2011/08/09)**
3. **BANK RECONCILIATION**
4. **ADDITIONS TO AGENDA AND ACCEPTANCE OF AGENDA**
5. **BUSINESS ARISING FROM MINUTES**
 - 5.1 **BYLAW NO. 1576 - GARNER LAKE AREA STRUCTURE PLAN**
 - 5.2 **WESTCOVE KENNELS - CONTRACT FOR BOARDING STRAY DOGS**
6. **DELEGATION**
 - 6.1 **9:15 A.M. - URBAN SYSTEMS**
 - 6.2 **10:30 A.M. - PUBLIC HEARING - BYLAW NO. 1582 - REZONE PNW 32-56-10-W4 URBAN EXPANSION TO AGRICULTURAL**
 - 6.3 **11:00 A.M. - PUBLIC HEARING - BYLAW NO. 1583 - REZONE PNW 32-56-10-W4 - URBAN EXPANSION TO GENERAL URBAN DISTRICT**
 - 6.4 **11:30 A.M. - TENDER OPENING - LAURIER LAKE**
7. **NEW BUSINESS**
 - 7.1 **EOEP COURSE**
 - 7.2 **TAX CLERK SEMINAR - OCTOBER 7**
 - 7.3 **AMHSA COURSE - AUDITOR RECERTIFICATION**
 - 7.4 **ECONOMIC DEVELOPMENT FOR ELECTED OFFICIALS**
 - 7.5 **4TH ANNUAL RURAL ALBERTA COMMUNITY PHYSICIAN ATTRACTION & RETENTION CONFERENCE**
 - 7.6 **SUSTAINABLE SUBURBS SUMMIT**
 - 7.7 **AAMD&C FALL CONVENTION - MEETING WITH ALBERTA ENVIRONMENT**
 - 7.8 **ALBERTA MUNICIPAL AFFAIRS WORKSHOPS**
 - 7.9 **2012 FCM CONFERENCE - SASKATOON**
 - 7.10 **ST. PAUL REGIONAL HIGH SCHOOL PROVINCIAL VOLLEYBALL TOURNAMENT**

- 7.11 REQUEST FOR FUNDING - ENVISION EDMONTON
- 7.12 TRAILER PURCHASE
- 7.13 D3 PURCHASE
- 7.14 LETTER - BARRY KUBINCHAK
- 7.15 REQUEST TO USE COUNTY ROAD ALLOWANCE TO ACCESS TO TOWN OF ST. PAUL WATER LINE
- 7.16 TREES FOR MALLAIG CEMETERY
- 7.17 ELK POINT/ST. PAUL REGIONAL WATER COMMISSION
- 7.18 SCOPE CHANGE FOR ASHMONT/LOTTIE LAKE
- 7.19 WATER POLICY PROJECT
- 7.20 BYLAW NO. 1584 - LICENCE ROAD ALLOWANCE SW 14 & NW 11-59-10-W4
- 7.21 2011 ROAD CONSTRUCTION EASEMENTS
- 7.22 IN CAMERA
- 7.23 DATE FOR PUBLIC CONSULTATIONS - STRATEGIC PLAN
- 7.24 REQUEST FOR FUNDING - ELK POINT GRANDPARENTS WALK
- 7.25 TOWN OF ST. PAUL - ANNEXATION REQUEST
- 7.26 -
- 7.27 -
- 7.28 -
- 7.29 -
- 7.30 -
- 7.31 -
- 8. CORRESPONDENCE
 - 8.1 THANK YOU FROM UKRAINIAN CATHOLIC CHURCH
- 9. REPORTS
 - 9.1 CAO REPORT - TO BE PRESENTED AT THE MEETING
 - 9.2 JOINT HEALTH AND SAFETY COMMITTEE
- 10. UPCOMING MEETINGS
 - 10.1 SEPT. 23 @ 10:00 A.M. - ZONE MEETING AT BOLD CENTRE IN LAC LA BICHE (DEVON ROOM)
 - 10.2 SEPT. 27 @ 10:00 A.M. - PUBLIC WORKS
- 11. FINANCIAL
 - 11.1 COUNCIL FEES
 - 11.2 LISTING OF ACCOUNTS PAYABLE
 - 11.3 BUDGET TO ACTUAL
- 12. ADJOURNMENT

2 Minutes

2.1 COUNCIL MEETING - AUGUST 9, 2011 (2011/08/09)



Council Meeting - August 9, 2011

Start time : 10:00 AM

MINUTES

CALL TO ORDER

The 596th meeting of the Council of the County of St. Paul No. 19 was called to order by Reeve Steve Upham at 10:09 a.m., Tuesday, August 9, 2011 at the County Office in St. Paul, there being present the following:

Reeve Steve Upham

Councillor Glen Ockerman Division 1

Councillor Dwight Dach Division 2

Councillor Cliff Martin Division 3

Councillor Maxine Fodness Division 4

Councillor Frank Sloan Division 5

Councillor Alphonse Corbiere Division 6

Sheila Kitz CAO

Tim Mahdiuk Assistant CAO

Phyllis Corbiere Executive Assistant

Nicole Gillett St. Paul Journal

MINUTES

Resolution #CM20110809.1001

(Moved By: Councillor Maxine Fodness)

Motion to approve the minutes of the July 12, 2011 Council meeting as presented.

CARRIED

**BANK
RECONCILIATION**

Council was provided with a bank balance of \$6,280,397.15 as of July 31, 2011.

The Bank Reconciliation for the month of July will be provided to Council at the September Council Meeting.

INFORMATION

**ADDITIONS TO
AGENDA AND
ACCEPTANCE
OF AGENDA**

The following additions were made to the agenda:

7.21 Sponsorship Request for Men's Alberta Team Handball

7.22 Alberta Assessors' Association 2011 Fall Education Symposium

7.23 Regional GIS Grant Application

7.24 Ashmont Water Project

7.25 Parade Float

7.26 Road Concerns

Resolution #CM20110809.1002

(Moved By: Councillor Alphonse Corbiere)

Motion to adopt the agenda for the Regular Meeting of Council for August 9, 2011 with the above noted additions.

CARRIED

**REQUEST FOR
FINANCIAL**

Resolution #CM20110809.1003

(Moved By: Councillor Glen Ockerman)

**SUPPORT - ST.
PAUL FISH AND
GAME
ASSOCIATION**

Motion to deny the request from the St. Paul Fish and Game Association for funding to offset the cost of sending youth to the Narrow Lake Summer Conservation Camp, as the request does not fall within County policy.

CARRIED

**MALLAIG
SCHOOL FENCE
(RESOLUTION
20110712.1033)**

Resolution #CM20110809.1004

(Moved By: Councillor Alphonse Corbiere)

Motion to rescind Resolution No. 20110712.1033 from the July Council meeting as it no longer applies to the direction that Council will be taking. The original motion was to enter into an agreement with SPERD to swap land to accommodate the chain link fence.

CARRIED

Resolution #CM20110809.1005

(Moved By: Councillor Glen Ockerman)

Motion to accept the Agreement with St. Paul Education Regional Division No. 1 to purchase .407 acres for \$3,256 to register a road plan for an existing road, upon approval by the School Board. The County will pay surveying costs.

CARRIED

**NORTHERN
LIGHTS LIBRARY
SYSTEM
CONFERENCE**

Resolution #CM20110809.1006

(Moved By: Councillor Cliff Martin)

Motion to approve Councillor Fodness and Councillor Dach to attend the 2011 Northern Lights Library System Annual Conference from September 15 to 17, 2011 in Elk Point.

CARRIED

**POLICIES AND
PROCEDURES
WORKSHOP**

Resolution #CM20110809.1007

(Moved By: Councillor Glen Ockerman)

Motion to approve Phyllis Corbiere to attend the LGAA Workshop on Policies and Procedures on September 23, 2011 in Leduc.

CARRIED

**AAMD&C
MUNICIPAL FALL
CONVENTION**

Resolution #CM20110809.1008

(Moved By: Councillor Dwight Dach)

Motion to approve all of Council, Sheila Kitz, Tim Mahdiuk, Leo deMoissac, Ken Warholik and Bobby Kinjerski to attend the 2011 AAMD&C Municipal Fall Convention from November 22 to 24, 2011 at the Shaw Conference Centre in Edmonton.

CARRIED

**REQUEST FOR
FUNDING -
NORTHEAST
ALBERTA TRACK
& FIELD CLUB**

Resolution #CM20110809.1009

(Moved By: Councillor Glen Ockerman)

Motion to deny the request from the Northeast Alberta Track and Field Club for sponsorship for the annual St. Paul Rodeo Road Race, as the request does not fall within the scope of County policy.

CARRIED

**REQUEST FOR
GRANT FOR
MANN LAKES
GOLF COURSE**

Resolution #CM20110809.1010

(Moved By: Councillor Frank Sloan)

Motion to approve an operating grant of \$2,991.32 for the Mann Lakes Golf Course to offset the 2011 property taxes.

CARRIED

**RODEO WEEK
KICK OFF
SUPPER**

Resolution #CM20110809.1011

(Moved By: Councillor Alphonse Corbiere)

Motion to donate one 10 yard load of gravel to be delivered within the County, for a silent auction item and purchase one table of 8 at a cost of \$175 for the Rodeo Week Kick Off Supper.

CARRIED

**BYLAW NO. 1582
- REZONE PNW
32-56-10-W4**

Resolution #CM20110809.1012

(Moved By: Councillor Cliff Martin)

Motion to give first reading to Bylaw No. 1582, which is a Bylaw to amend

the Land Use Bylaw as it relates to rezoning PNW 32-56-10-W4 from Urban Expansion to Agricultural.

CARRIED

**BYLAW NO. 1583
- REZONE PNW
32-56-10-W4**

Resolution #CM20110809.1013

(Moved By: Councillor Maxine Fodness)

Motion to give first reading to Bylaw No. 1583, which is a bylaw to amend the Land Use Bylaw as it relates to rezoning PNW 32-56-10-W4 (.7 acres) from Urban Expansion to General Urban District.

CARRIED

**LAND USE
BYLAW /
MUNICIPAL
DEVELOPMENT
PLAN REWRITE**

Council was presented with the following quotes to rewrite the County Land Use Bylaw and Municipal Development Plan:

<u>Firm</u>	<u>Cost</u>
Municipal Planning Services	\$58,941
Urban Systems	\$131,139
ZAP Municipal Consulting	\$30,565

Resolution #CM20110809.1014

(Moved By: Councillor Glen Ockerman)

Motion to award the contract to rewrite the County of St. Paul's Land Use Bylaw and Municipal Development Plan to Zap Municipal Consulting at a cost of \$30,565.

CARRIED

**PUBLIC
CONSULTATION
MEETINGS FOR
2012 STRATEGIC
PLAN**

Resolution #CM20110809.1015

(Moved By: Councillor Maxine Fodness)

Motion to contract Smiling LB Consulting to facilitate public consultation meetings in Elk Point, St. Paul and Ashmont for the 2012 Strategic Plan at an estimated cost of \$2,356.

CARRIED

**WESTCOVE
KENNELS -
CONTRACT FOR
BOARDING
STRAY DOGS**

Resolution #CM20110809.1016

(Moved By: Councillor Cliff Martin)

Motion to table the contract with Westcove Kennels to the September meeting until Administration checks with Helen Chapdelaine to see if she can be available to pick up dogs on the weekend.

CARRIED

**ERWMSC -
AGREEMENT
FOR
ADMINISTRATIVE
SERVICES**

Resolution #CM20110809.1017

(Moved By: Councillor Cliff Martin)

Motion that the County of St. Paul approve the contract to provide Payroll Services to the Evergreen Regional Waste Management Services Commission effective January 1, 2012.

CARRIED

**SHOP ROAD
AGREEMENT**

Resolution #CM20110809.1018

(Moved By: Councillor Alphonse Corbiere)

Motion to approve the Shop Road (57th Street) Agreement with the Town of St. Paul for water line construction and summer and winter maintenance of the road.

CARRIED

**ROAD
CONSTRUCTION
EASEMENTS -
PROJECT 1C11**

Originated By: Idemoissac

Resolution #CM20110809.1019

(Moved By: Councillor Glen Ockerman)

Motion to approve the following easements for road construction purposes:

Project 1C111, Rg Rd 43 from Twp Rd 570 to Twp Rd 574

NE 21-57-4-W4	Darrell Younghans
North Side NE 21-57-4-W4	Darrell Younghans

CARRIED

**TOWN OF ST.
PAUL - NOTICE**

Resolution #CM20110809.1020

(Moved By: Councillor Frank Sloan)

OF PROPOSED ANNEXATION	<p>Motion that the County of St. Paul is in favor of the Town of St. Paul's request to annex the Town owned portion of NE 9-58-9-W4 (108.07 acres), however they are not in favor of the proposed annexation of the 38.6 acres owned by Jacques and Gail Plante.</p> <p>CARRIED</p>
REQUEST TO USE FLOATINGSTONE CAMPGROUND FOR ID VIP TEAM GROUP WEEKEND	<p>Resolution #CM20110809.1021 (Moved By: Councillor Alphonse Corbiere) Motion to allow the ID VIP Team, to use the Floatingstone Campsite the weekend of September 16th in exchange for a concert that the FCSS department will use as fundraiser.</p> <p>CARRIED</p>
2012 TRADE SHOWS	<p>Resolution #CM20110809.1022 (Moved By: Councillor Maxine Fodness) Motion to partner with the Town of St. Paul and Alberta's Lakeland to share a booth for the trade shows in Sherwood Park on April 13-15 and Fort McMurray on April 27-29, 2012.</p> <p>CARRIED</p>
ADVERTISING - SNO RIDERS WEST FALL ISSUE	<p>Resolution #CM20110809.1023 (Moved By: Councillor Dwight Dach) Motion that the County advertise in the 2011 Fall Issue of the Sno Riders West Magazine.</p> <p>CARRIED</p>
11:00 A.M. - PUBLIC HEARING BYLAW NO. 1580 - REZONE W 1/2 NW 8-57-6-W4	<p>Resolution #CM20110809.1024 (Moved By: Councillor Cliff Martin) Motion to adjourn the meeting and proceed to public hearing scheduled for 11:00 a.m. to discuss Bylaw No. 1580, which is a bylaw to rezone the W 1/2 NW 8-57-6-W4 from Agricultural to Industrial/Commercial.</p> <p>CARRIED</p> <p>Reeve Upham declared the Pubic Hearing open at 11:06 a.m. with all members of Council present.</p> <p>Council was informed that the Public Hearing was advertised in accordance with section 606 of the M.G.A. and the adjacent landowners were notified of the proposed rezoning.</p> <p>There was one written submission from the Town of Elk Point. The submission simply stated that the Town is in favor of the proposed rezoning.</p> <p>Tina Bugeja, spoke in opposition to the proposed rezoning. She has a problem with a lot of farmland being taken up for other purposes. She stated that farmland is being used for industry and it should be left to grow food. There is an industrial park that is available for industrial development and she feels that this is where the development should be.</p> <p>Dwayne Vogel, landowner, was present to speak in favor of the proposed rezoning. He is requesting this rezoning for room to expand his business.</p> <p>Reeve Upham declared the public hearing closed at 11:22 a.m.</p> <p>Resolution #CM20110809.1025 (Moved By: Councillor Maxine Fodness) Motion to give second reading to Bylaw No. 1580, which is a bylaw to rezone the W 1/2 NW 8-57-6-W4 from Agricultural to Industrial/Commercial.</p> <p>CARRIED</p> <p>Resolution #CM20110809.1026 (Moved By: Councillor Glen Ockerman) Motion to give third reading to Bylaw No. 1580.</p>

CARRIED

**STANDING HAY
CROP ON NE
13-59-10-W4**

Resolution #CM20110809.1027

(Moved By: Councillor Alphonse Corbiere)

Motion to authorize Ken Richter to maintain the hay crop on NE 13-59-10-W4 at no cost, as the crop is in poor condition but if it is left unattended it may become a fire hazard and unsightly.

CARRIED

**SATISFACTION
SURVEY
RESULTS**

Resolution #CM20110809.1028

(Moved By: Councillor Maxine Fodness)

Motion to file the Satisfaction Survey Results as information.

CARRIED

**SPONSORSHIP
REQUEST FOR
MENS ALBERTA
TEAM
HANDBALL**

Resolution #CM20110809.1029

(Moved By: Councillor Cliff Martin)

Motion to deny the request for funding to attend the International Team Handball Tournament in Japan from October 18-25, 2011, as it does not fall within the scope of County policy ADM-51.

CARRIED

**ALBERTA
ASSESSORS'
ASSOCIATION
2011 FALL
EDUCATION
SYMPOSIUM**

Resolution #CM20110809.1030

(Moved By: Councillor Maxine Fodness)

Motion to approve Marion Yacyshyn to attend the 2011 Fall Educational Symposium on September 15 & 16 in Lethbridge.

CARRIED

**REGIONAL GIS
GRANT
APPLICATION**

Resolution #CM20110809.1031

(Moved By: Councillor Glen Ockerman)

Motion that Council authorize the County of St. Paul to participate in an application for the Regional Geographic Information System for the Strategic Initiatives project, submitted by the County of St. Paul under the Regional Collaboration component of the Regional Collaboration Program, and further

That the County of St. Paul, the applicant, agrees to enter into a Conditional Grant Agreement, governing the purpose and use of the grant funds.

CARRIED

**ASHMONT
WATER
PROJECT**

Resolution #CM20110809.1032

(Moved By: Councillor Cliff Martin)

Motion to revise the scope of the work on the Ashmont Water Project for the water monitoring and increase the funding on the GW Well Testing from \$14,128 to \$22,000.

CARRIED

**11:30 A.M. -
PUBLIC
HEARING BYLAW
NO. 1581 -
REZONE SE
18-56-6-W4**

Resolution #CM20110809.1033

(Moved By: Councillor Maxine Fodness)

Motion to adjourn the meeting and proceed to public hearing scheduled for 11:30 a.m. to discuss Bylaw No. 1581, which is a bylaw to rezone the SE 18-56-6-W4 from Agricultural to Industrial/Commercial.

CARRIED

Reeve Upham declared the Public Hearing open at 11:30 a.m. with all members of Council present.

Council was informed that the Public Hearing was advertised in accordance with section 606 of the M.G.A. and the adjacent landowners were notified.

Council was then informed that the purpose of the public hearing is to discuss Bylaw No. 1581, which is a bylaw to amend Land Use Bylaw No. 1486 as it relates to rezoning SE 18-56-6-W4 from Agricultural to Industrial/ Commercial.

Krystle Fedoretz then informed Council that no written submissions were received either for or against the proposed rezoning.

Reeve Upham declared the public hearing closed at 11:32 a.m.

Resolution #CM20110809.1034

(Moved By: Councillor Cliff Martin)

Motion to give second reading to Bylaw No. 1581, which is a bylaw to amend the Land Use Bylaw as it relates to rezoning SE 18-56-6-W4 from Agricultural to Industrial/Commercial.

DEFEATED

PARADE FLOAT

Resolution #CM20110809.1035

(Moved By: Councillor Alphonse Corbiere)

Motion to approve \$3,000 for the FCSS Department to build a float for the Rodeo parade on September 3, 2011.

CARRIED

**ROAD
CONCERNS**

Councillor Dach informed Council that he has received complaints regarding the condition of the Northern Valley Road. Until construction of this road happens, ratepayers are requesting that the road receive high priority for maintenance.

INFORMATION

CAO REPORT

Resolution #CM20110809.1036

(Moved By: Councillor Maxine Fodness)

Motion to accept the CAO Report for the month ending July 31, 2011 as information.

CARRIED

Reeve Upham recessed the meeting at 12:05 p.m. and reconvened the meeting at 1:00 p.m. with all members present.

**1:00 P.M. -
PUBLIC
HEARING -
BYLAW NO. 1576
- GARNER LAKE
ASP**

Resolution #CM20110809.1037

(Moved By: Councillor Maxine Fodness)

Motion to adjourn the meeting to proceed to public hearing scheduled for 1:08 p.m. to discuss Bylaw No. 1576, which is a Bylaw to adopt the Garner Lake Area Structure Plan.

CARRIED

Reeve Upham declared the Public Hearing open at 1:08 p.m.

Council was informed that the public Hearing was advertised in accordance with section 606 of the M.G.A. and the adjacent landowners were notified.

Krystle Fedoretz, Planning and Development Officer, informed those in attendance that the purpose of the Public Hearing is to discuss Bylaw No. 1576, Garner Lake ASP.

There were no written submissions.

Jane Dauphinee, Municipal Planning Services, gave a presentation on the Garner Lake Area Structure Plan. She informed those present that the objective of the Area Structure Plan is to establish plan goals and land use management principles for land management and development; to provide land use planning policies; and to establish a future development pattern for Garner Lake.

Ratepayers in attendance were Peter Rurka, Dwayne Rurka, Dave and Kim Scheopp, Collette and Jim McEwen. Their main concern with the plan is the designation of a Residential Conservation Area.

Jim McEwen requested clarification on the purpose of the Residential

Conservation Area. After receiving clarification, Mr. McEwen informed Council that he is opposed to designating PSW 23-60-12-W4 as a residential conservation area. He does not feel that new development on the lake should be allowed until a depth limit study is done. Jane advised that the depth limit study is no longer used as it is not an accurate method of calculating what the lake will withstand. Mr. McEwen then advised that he still does not support further development on the lake, as the lake will not withstand it.

Dwayne Rurka also spoke in opposition to the Residential Conservation Area. He stated that because the water levels continue to go down, the lake will not withstand any new development. If Smoky Lake County is not allowing for future development in their ASP, then the County of St. Paul should not either.

Dave Scheopp also stated that he is opposed to the proposed Residential Conservation Area as the lake will not hold up to further development.

Following the presentation by the ratepayers, Reeve Upham declared the Public Hearing closed at 1:45 p.m.

Jane Dauphinee, Municipal Planning Services, was instructed by Council to amend the map to remove the Residential Conservation Area and provide the revised map for the September Council Meeting. The Bylaw with amended map will be presented at the September Council Meeting for 2nd and 3rd reading.

COUNCIL FEES

Resolution #CM20110809.1038

(Moved By: Councillor Alphonse Corbiere)

Motion to approve Council Fees for the month of July, 2011.

CARRIED

LISTING OF ACCOUNTS PAYABLE

The following lists of Accounts Payable for the Month of July, 2011 were presented to Council:

<u>Batch</u>	<u>Cheque Nos.</u>	<u>Batch Amount</u>
15370	12646-12721	\$206,890.01
15383	12722-12773	\$428,602.08
15397	12774-12831	\$264,117.94
15404	12832	\$ 5,000.00

INFORMATION

Resolution #CM20110809.1039

(Moved By: Councillor Cliff Martin)

Motion to file as information.

CARRIED

BUDGET TO ACTUAL

Budget to actual for the month ending July 30, 2011 was circulated to Council for review.

Resolution #CM20110809.1040

(Moved By: Councillor Glen Ockerman)

Motion to accept the CAO report for the month ending July 31, 2011 as information.

CARRIED

ADJOURNMENT

Business on the agenda being concluded, Chairman S. Upham adjourned the meeting. Time: 2:05 p.m.

These minutes approved this 13th day of September, 2011.

Reeve

Chief Administrative Officer

5 Business Arising from Minutes

- 5.1 BYLAW NO. 1576 - GARNER LAKE AREA
STRUCTURE PLAN
- 5.2 WESTCOVE KENNELS - CONTRACT FOR
BOARDING STRAY DOGS



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

5.1 BYLAW NO. 1576 - GARNER LAKE AREA STRUCTURE PLAN

#20110816001

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

Following the Public Hearing at the August Meeting, Council tabled second reading of Bylaw No. 1576 until the map was amended by removing the Residential Conservation Area.

A copy of the updated Garner Lake Area Structure Plan is attached.

Recommendation

Motion to give second reading to Bylaw No. 1576, Garner Lake Area Structure Plan.

Motion to give third reading to Bylaw No. 1576.

Additional Information

Originated By : pcorbiere

GARNER LAKE AREA STRUCTURE PLAN BYLAW NO. 1576

WHEREAS pursuant to the Municipal Government Act, R.S.A. 2000, a municipality in the Province of Alberta may adopt and amend an Area Structure Plan; and

WHEREAS the Council of the County of St. Paul deems it desirable to adopt a new Area Structure Plan for the Garner Lake area;

NOW THEREFORE the Council of the County of St. Paul, duly assembled enacts as follows:

1. THAT Bylaw 1576 -the Garner Lake Area Structure Plan, being Schedule "A" attached hereto, is hereby adopted.
2. THAT Bylaw 1018-1982, the Garner Lake Area Structure Plan, is hereby repealed.

READ A FIRST TIME this 12th day of July, 2011.

PUBLIC HEARING HELD this 9th day of August, 2011.

READ A SECOND TIME this _____ day of _____, 201____.

READ A THIRD TIME and finally passed by Council this ____ day of _____, 2011.

Reeve

Chief Administrative Officer

SCHEDULE A

GARNER LAKE AREA STRUCTURE PLAN

COUNTY OF ST. PAUL

August 22, 2011

BYLAW NO. 1576

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Part 1 Plan Goals, Management Principles

1.1 Introduction, Purpose and Plan Objectives

In early 2008, in response to the steady increase in interest toward lake-oriented development in Smoky Lake County and the County of St. Paul, as well as a growing awareness of the importance of local environmental stewardship and healthy watersheds, both Counties began work on revising the existing Area Structure Plan for the Garner Lake Area.

This Area Structure Plan (ASP) was prepared through a process of compiling and analyzing stakeholder comments, case studies and area specific baseline data. The information collected was carefully considered in order to determine appropriate land use policies for the ASP area which conform to current municipal and provincial planning documents.

The ASP project resulted in the creation of three deliverables: a background report and two (2) ASPs, one ASP which provides land use policies and management principles for that portion of the Garner Lake Plan Area that is situated in Smoky Lake County and this ASP, which provides land use policies and management principles for that portion of the Garner Lake Plan Area that is situated in the County of St. Paul.

The first deliverable, the Background Report, is a supporting document containing baseline data and an analysis of the data gathered from the community and government stakeholders in order to determine appropriate land use and management principles for land situated within the Garner Lake area. The second and third deliverables, the ASPs, contain the resulting land use and land management policies for the ASP area.

1.1.1 Purpose

The purpose of the Garner Lake ASPs is to provide sustainable land use policies and management principles to guide development in the Garner Lake area for the next decade.

1.1.2 Project Phasing

The **first phase** of the project involved the gathering of detailed information on various aspects of Garner Lake and the Garner Lake area, including the lake's physical resources and critical lake planning issues. This information is contained in the 2011 Garner Lake Background Report.

The **second phase** of the project involved a synthesis and analysis of the data gathered for the Background Report.

In **phase three**, drafts of the Background Report, mapping and the ASP were prepared and circulated to the Counties, the community, and government stakeholders for comments.

The **fourth and final phase** of the project involved incorporating appropriate changes into the drafts and preparing the final Background Report, ASP and maps.

1.1.3 Plan Objectives

The objectives of this plan can be described as follows:

1. To establish plan goals and land use management principles outlining a vision for the pattern of land management and development within the Garner Lake ASP area for the next 20 years.
2. To provide land use planning policies in the form of text and maps to promote and achieve the plan goals and land use management principles established for Garner Lake.
3. To establish a future development pattern for the Garner Lake ASP area.

The County of St. Paul recognizes that it has a key role to play in directing the responsible management of the Garner Lake area. The County of St. Paul Council can effectively guide the best and efficient use of Garner Lake through the preparation and implementation of this ASP.

1.1.4 Public Consultation

A number of opportunities for public engagement and involvement were provided over the duration of the project. Public open houses were held, surveys were circulated and meetings with stakeholder groups and individuals were conducted. A full-day planning workshop was held in Spedden to provide information to the community about current planning issues and to gather additional feedback regarding the Garner Lake Area. The final draft of the plan incorporates recommendations and feedback received from Council, staff, stakeholders and the community throughout the entire duration of the project.

1.2 Garner Lake Today

Garner Lake is a desirable active recreation experience, although water quality and water levels of the lake have decreased in recent years. As a result, recreational use around the lake is changing from being "consumptive" to being "non-consumptive". Subdivision has been restricted around the lake and as a result, residential development has not significantly increased over the last 30 years. In some developments, sewage disposal systems have been of a high quality and in others, illegal private sewage systems (pit toilets) have been a problem.

Lower water levels, which are a province-wide phenomenon, may have had a negative effect on the water quality at Garner Lake, which residents in the area have indicated has deteriorated over time. Fish stocks and the general water-related recreational experience of Garner Lake lot-owners, residents and lake users have been affected. The lake is too shallow in many areas for safe, unrestricted motor boating (except for small horsepower motors), while in other areas the lake is deep. The shallow waters in the shore land areas limit the potential for developing boat launches. This has resulted in some conflicts with public access to the lake. Recreational fishing is a popular all-season pursuit of residents in the area. Preserving the lake as a water resource and also preserving the resources (fish and water fowl habitat areas) within the lake were identified as high priorities by both current residents in the country residential communities and traditional lake users. Residents have indicated, and site visits and consultation sessions with stakeholders confirm, that the inlet to and outlet from the lake have dried up and spawning habitat areas have been altered and damaged as a result of cottages and camping activities taking place along the southern, eastern and (in a more limited area) the northern shore lines of the lake.

Water contact (swimming), and boating are also preferred activities at the lake. In recent years algae blooms have had a limited impact on the enjoyment of these activities. Over all, lake water quality is still high enough to support intensive lake oriented recreational activities.

The Garner Lake area may still be considered a recreation destination for lot owners and day users. The recreation experience provided is predominantly lake-oriented both as a result of the water quality and the orientation of the existing developments. However, there are a number of designated non-lake oriented recreational opportunities specifically located in Garner Lake Provincial Park and associated with the Iron Horse Trail.

An analysis of the background information revealed that the lake is both a **recreation amenity** and a **landscape amenity**.

While the available background information indicates that there has been a

decrease in lake water quality which may be having an impact on fisheries stocks in the lake, it does not clearly identify which factor(s) have caused the change.

Several factors, such as cattle grazing, recreation property development, damage to fish spawning areas caused by boaters, inappropriate lawn and garden care, fertilizers, aging and illegal private sewage disposal systems and the general reduction in surface water levels affecting the St. Paul region of Alberta, have certainly had an impact on the lake. We can estimate that all of these factors have contributed to the general decrease in lake water quality and damage to fish spawning areas and water fowl habitat.

The question addressed by this ASP is: What kinds of future land uses are appropriate for the Garner Lake area? The land use designations shown on **Map 1** were established in order to ensure that the water quality, lake productivity and the overall enjoyment of the lake is protected for future generations of community members and traditional lake users. The policies and guidelines in this plan support zero or minimal further impact on the lake from biophysical materials (storm or sanitary sewage, de-forestation, etc.).

Additional use pressure on the lake (from would-be boaters or swimmers) must also be considered as a potential issue for water quality. The water quality of the lake is such that a quality recreational experience is still possible. Future uses of the shore lands should be considered in relation to the impact they may have on the quality of the current recreational experience and the resource potential of the lake both for traditional users and existing community members.

The background report indicates that stakeholders and landowners around the lake are notably concerned about additional development around the lake which could impact their experience of the lake, lake water quality, the resource potential of the lake, existing infrastructure and the overall quality of life within existing developments.

Community members are also concerned about receding water levels which have caused lake inlets to dry up in recent years. As a result, the shallow shore land areas have become even more significant as spawning areas. The preservation of these environmentally sensitive areas will be imperative to ensuring the water quality and resource potential of the lake.

The ASP's goals, management principles and policies will determine the nature and intensity of development in the Garner Lake area. Opportunities for further multi-lot country residential, commercial and industrial development are limited within the ASP area. As such, any changes in the quality of the Garner Lake environment or recreational experience will not be as a result of the impact of new development on the lake or on lake capacity in existing, approved country residential developments because these areas have been almost entirely built out.

Whether biophysical opportunities for recreational/residential development at Garner Lake have been exhausted will require additional investigation at the site level. All future developers will be required to provide information about the potential biophysical impacts of proposed development for analysis prior to the issuing of any approvals for multi-lot country residential and commercial recreation developments. Still, it is clear from information gathered during the public consultation process that the socio-perceptual limits of current lot owners and users for lake development are nearing capacity if not already exceeded.

There is also some concern that additional development would limit the ability of Garner Lake to maintain current fish stocks or to provide opportunities for improving the water quality and resource capability of the lake. However, if additional development in the ASP area could be predominantly non-consumptive in nature, using the lake primarily as a landscape amenity rather than a recreational amenity, the biophysical impact of further development could be minimized.

All future development within the ASP area should be designed and located so as to limit the biophysical impact on the lake. All sewage effluents and waste products must be fully treated before being allowed to enter the natural environment. Additional development in the ASP area will add to the human use pressure on the lake, but that addition can be limited, to some extent, by the quality of the lake experience itself and limited public access points to the shore land areas. The requirement for non-lake oriented recreational opportunities in the Garner Lake area will also mitigate additional pressure on the lake.

As a result, this plan strives to reach a balance between addressing community concerns about the potential impacts of additional development on the enjoyment of the lake while still providing some opportunity for future growth in locations that are not highly environmentally sensitive.

This plan also recognizes that even if no new development occurs in the ASP area the impacts of the existing developments on the lake must be addressed. It has been observed that several portions of the Garner Lake area, which were specifically designated for intensive use, are being used in contravention of the County's land use regulations and the intent of the County's Land Use Bylaw, thus adding to the pressures on the lake environment. Specifically, several lots within the multi-lot country residential developments are occupied for substantial parts of the year by a number of recreational vehicles or trailers, the location and use of which substantially increases the impact of these developments on the lake and other community members. This pressure should be controlled if not relieved.

As well, it has been observed that several of the residential lots within the country residential developments may have sewage disposal systems which are not up to current standards or which may be unlawful. Land owners should be encouraged to bring up to standard those sewage disposal systems which are

not up to current standards and required to replace those sewage disposal systems which are illegal.

It has also been observed that several of the owners of residential lots within the Garner Lake Resort may be following practices that are not appropriate for ensuring high water quality in the lake (for instance, allowing vegetation cuttings or "grey water" to enter the lake) or following practices that are not lawful (for instance, back lot owners drawing water from the lake for gardening use). Land owners should be encouraged to end those practices which may negatively impact the lake's environment and be required to end those practices which are illegal.

1.3 Plan Goals, Management Principles

The goals of the ASP are based on the values expressed by County Council, the Garner Lake community and administration. There are seven (7) major plan goals for Garner Lake:

Goal #1	To protect the water resources in the Garner Lake watershed.
Goal #2	To maintain a healthy lake watershed.
Goal #3	To enhance and maintain a range of sustainable public and private accesses within the Plan area in an environmentally, socially and economically responsible manner.
Goal #4	To maintain functional rural residential/recreational values and development while allowing the evolution of sustainable land and water uses.
Goal #5	To maintain agriculture as the primary use in the larger watershed.
Goal #6	To protect environmentally significant ecosystems.
Goal #7	To improve emergency preparedness in the area through the implementation of FireSmart policies.

1.3.1 Management Principles

The following management principles have been developed to achieve these plan goals:

1. Water quality and resource conservation will be given high priority when assessing the suitability of future land uses.
2. All future residential and recreational development in the Garner Lake area shall be carefully controlled using cluster design guidelines so that minimal nutrient and recreational pressures are added to the lake as a result of development.
3. All future multi-lot country residential development in the Garner Lake area shall have associated with it some form of recreational

opportunity other than consumptive, lake-oriented recreational use of the lake to encourage connectivity and multi-modal transportation options within the community.

4. All future development in the Garner Lake area shall occur on the basis of the highest levels of municipal services available, in accordance with the County's policies on land development and subdivision.
5. Lake nutrient loading will be limited by appropriate watershed management practices, including the following:
 - a. controls will be implemented on shore land clearing, development and sewage handling;
 - b. the provision of Reserves (Environmental and/or Municipal) will be required with all new subdivisions in appropriate areas;
 - c. new development will not be permitted on land identified as highly environmentally sensitive without appropriate mitigation measures; and
 - d. the inlet to the south of lake and the outlet to the north of the lake will be protected.
6. The rights of the existing farming community, traditional lake users and existing community members will be recognized.
7. The County will take available steps within its jurisdiction to ensure that existing and future sewer systems conform to current provincial regulations.
8. Boating restrictions are necessary in certain locations in order to help reduce lake-user conflicts.
9. Lake residents will be encouraged to modify or end those practices which may increase nutrient loading as a result of shore land clearing, development, and water handling which may decrease water quality in Garner Lake. Lake residents will also be required to end those practices related to development and sewage or water handling which are not legal.
10. All future development in the Garner Lake area shall comply with FireSmart and Emergency Response Plans for the area.

Part 2 Land Use Allocation

The future land use concept depicted in this Area Structure Plan (**Map 1**) has been developed from the Plan Goals and Management Principles. Each policy area has a stated purpose which is further defined by specific policies relating to the types of land use and development which are suitable for that area.

2.1 Recreational Residential Area

The purpose of the Recreational Residential Area is to recognize existing development at Garner Lake, rather than specifically allow for additional multiple lot residential subdivision and development. Emphasis is placed on ensuring seasonal and permanent residential development within this area occurs in a manner which is harmonious with the lake environment and that existing development reduces its impact on the environment.

The following policies apply to lands in the Recreational Residential Area:

2.1.1 General

1. Commercial and industrial uses shall not be allowed within the Recreational Residential Area, except for small convenience stores and/or services serving the general neighbourhood in accordance with the provisions in the County's Land Use Bylaw.
2. Secondary dwelling units will not be allowed in the Recreational Residential Area.

2.1.2 Multi-lot Country Residential Development

1. The re-subdivision of country residential lots within the Recreational Residential Area shall not be allowed, unless the subdivision was initially designed to allow for such re-subdivision.
2. Seasonal and permanent single family dwellings shall be allowed as primary dwellings in multi-lot residential subdivisions, in accordance with the regulations of the County's Land Use Bylaw. Accessory uses shall be discretionary developments. Development permits for the use of a recreational vehicle as a primary dwelling in a multi-lot residential subdivision shall be issued on a temporary basis.
3. Within multi-lot country residential subdivisions in the Recreational Residential Area, all recreational vehicles will abide by those rules and regulations pertaining to recreational vehicles within the County of St. Paul's Land Use Bylaw.

2.2 Rural Conservation Area

This designation identifies generally farmed or forested but otherwise undeveloped areas which may have marginal agricultural capability, marginal recreational capability, and/or critical development constraints. The intent is that land uses and the limited development activity to be allowed in this area should complement the natural environmental features and the rural landscape quality of the area, while causing minimal disruption of vegetation and wildlife resources. Uses which significantly increase nutrient loading of Garner Lake shall not be allowed.

All development in the Rural Conservation Area shall be designed to fit into the rural landscape in a manner that will retain the land's capacity to be farmed, provide wildlife habitat, prevent soil erosion, provide recreational open space, contribute to maintaining clean water and air, and preserve rural character features which contribute to the health and welfare of the community. New buildings and roads shall be designed to enhance rather than to replace these important existing features. Site disturbance shall be at a minimum.

The following policies apply to lands designated as Rural Conservation Area:

2.2.1 General

1. The preferred uses within the Rural Conservation area shall be agriculture, and low environmental impact and low intensity recreational activities such as but not limited to multi-use trails. It is intended that the negative impact of such activities will be minimal to the Garner Lake watershed, Garner Lake water quality and existing development. Subdivision and/or development for industrial uses shall not be allowed, though subdivision and/or development for commercial uses, both sales and service, that provide service to the local agricultural economy, may be allowed in accordance with the County's Municipal Development Plan and Land Use Bylaw.
2. Subdivision for residential purposes shall be allowed in accordance with the policies for farmstead separations and single lot country residential subdivisions in the County's Municipal Development Plan and Land Use Bylaw. An application to re-district land within the Rural Conservation Area for multi-lot Country Residential development or to develop a recreational trailer park or other intensive recreation facility shall not be approved by Council unless and until this Area Structure Plan is amended.
3. The preservation of forested land shall be encouraged. Forested land contributes fewer nutrients per unit area than cleared land. The County may wish to provide incentives for landowners to maintain tree cover. This does not mean financial incentives; rather, experience shows that allowing limited subdivision is a very effective way for maintaining tree cover.

Parcels of up to 8 ha (19.8 ac.) may be allowed in accordance with the County's Municipal Development Plan on tree covered land in the Rural Conservation Area, provided that:

- a. the lots adhere to any other policies and regulations in the County's Municipal Development Plan and Land Use Bylaw, and
 - b. a conservation easement is registered on title in order to ensure that the treed area is protected.
4. Agricultural operators will be encouraged to use best practices to limit nutrient inputs into Garner Lake. Agriculture can have a significant impact on water quality and ground water supplies. However, the rights of the existing farming community must be respected. Any desired changes must be achieved through education and incentive, not compulsion.
5. Transportation, communication and public utility uses shall be considered discretionary. Such uses shall be developed in such a manner as shall not adversely affect the Garner Lake environment, Garner Lake water quality or existing development.
6. Secondary dwelling units may be allowed on a parcel of land in accordance with the regulations of the County's Land Use Bylaw.
7. Within the Rural Conservation Area, all recreational vehicles will conform to regulations pertaining to recreational vehicles within the County of St. Paul's Land Use Bylaw.

2.3 Residential Conservation Area

The purpose of the Residential Conservation Area designation is to allow for additional multiple lot residential subdivision and development in appropriate locations with appropriate development requirements. Emphasis is placed on ensuring that seasonal and permanent residential development within the Residential Conservation area occurs in a manner which is harmonious with the lake environment.

There are two options for multi-lot country residential subdivision and development in the Residential Conservation Area: conventional style country residential development and cluster style development. Both may be developed in the form of conventional, individual-lot-ownership subdivisions or as bare land condominiums. Both require that a development concept be submitted to, and approved by, County Council before any multi-lot development or subdivision takes place.

The objective of cluster style development will be to retain 50% of a site's natural features in an undeveloped state. Cluster style development will be designed to retain the land's capacity to provide wildlife habitat, prevent soil erosion, provide recreational open space, contribute to maintaining clean water and air, and preserve the recreational character of the community. While developers will be encouraged to design new subdivisions and development using the cluster style pattern, they will not be required to do so.

2.3.1 Objectives

Special objectives have been identified for cluster style development, as follows:

1. To regulate the total amount of residential development that might occur in any specific Residential Conservation Area and within the Area Structure Plan area as a whole.
2. To encourage the development of residential communities that incorporate sustainable building design principals and offer lifestyle choices.
3. To preserve as much as possible unique and sensitive natural resources such as ground water, floodplains, wetlands, streams, steep slopes, woodlands, wildlife habitat, and significant historical and cultural areas.
4. To reduce the amount of required infrastructure, impermeable surfaces, and utilities.
5. To encourage interaction in the community by having dwellings located fairly close together, locating them closer to roads, providing public gathering places, and encouraging the use of parks/open space as focal

points.

6. To reduce erosion and sedimentation by minimizing land disturbance and removal of vegetation.
7. To promote interconnected and continuous non-motorized greenways, walking trails, bike paths and similar corridors throughout new development areas.
8. To conserve scenic views and reduce perceived density by maximizing the number of houses with direct views of open spaces.

2.3.2 Policies

The following policies will apply to lands in the Residential Conservation Area:

General

1. Development of more than 8 ha (20 ac.) or 5 separate titles (4 lots and a remainder) in a quarter section shall only be allowed if a Development Concept Plan has first been prepared by the applicant and approved by County Council, and if the lands are designated Residential Conservation in this Area Structure Plan. Previous development on the quarter section shall be included in the calculation of acreage and number of lots. The Development Concept Plan shall assess the proposed development site and shall provide the details of all the development criteria within the development area.
2. The residential density of development in the Residential Conservation Area shall not exceed 50 residential lots per quarter section. However, should a developer wish to utilize cluster style development, the County shall consider granting a 50% density bonus.
3. In order to implement a Development Concept Plan, the County may utilize a Direct Control District or other appropriate designation within its Land Use Bylaw.
4. Single family dwellings shall be permitted developments in multi-lot country residential developments. Accessory buildings associated with seasonal and permanent single family dwellings shall also normally be allowed.
5. All recreational vehicles will conform to regulations pertaining to recreational vehicles within the County of St. Paul's Land Use Bylaw.
6. The natural topography and vegetation of the development area shall be conserved wherever possible.

7. Internal road access shall be provided to each residential parcel, though the roads may be private in accordance with the policies of this Residential Conservation Area.
8. The County shall require the developer to build new roads in accordance with County standards to and within all new developments within the Residential Conservation Area.
9. All new developments shall provide and pay for infrastructure and servicing improvements, as well as the extension of service to facilitate the development.
10. The use of motorized vehicles such as but not limited to all terrain vehicles and snowmobiles may be allowed within the Residential Conservation Area only if their use is provided for in an Open Space Management Plan. Motorized vehicles shall not be allowed on Municipal Reserve and Environmental Reserve land.
11. The use of alternative building methods and innovative housing concepts shall be encouraged in order to facilitate the development of more sustainable housing and reduce the amount of land consumed by residential development. Such alternatives might include:
 - a. reduced site disturbance and heat island effects;
 - b. increased water efficiency through such elements as eco-scaping, innovative wastewater technologies and water use reduction;
 - c. the use of renewable energy and "green" power, including small wind energy conversion systems and photovoltaic panels;
 - d. introducing materials and resources that are or can be recycled, thereby reducing construction waste;
 - e. improving indoor air quality through the use of low-emitting materials;
 - f. maximizing passive solar energy by situating residences on an east-west axis; and
 - g. reducing energy consumption by utilizing high value insulation materials.
12. The Development Concept Plan shall include a site analysis, usually in map form with some text describing the features of the map (or maps). Layout of the development should be based on the findings of the site analysis.

The purpose of the site analysis is to ensure that the important site features have been identified and that the proposed Environmental Reserve, Municipal Reserve and other open and protected spaces will meet the requirements of these policies. The site analysis should indicate:

- a. existing and proposed site and property boundaries;
- b. all streams, rivers, lakes, wetlands and other hydro-geological features (including seasonal water flow and ponding areas) within and adjacent to the site;
- c. topographic contours of no less than 3 m intervals;
- d. all environmentally sensitive areas as identified by provincial and federal government agencies and other non-governmental agencies;
- e. general vegetation characteristics;
- f. soil drainage;
- g. farmland assessment ratios for the site;
- h. existing roads and road structures; and
- i. potential connections of open space, green spaces and trails.

The Development Concept Plan shall also contain a description of how storm water is to be managed.

13. Transportation, communication and public utility uses shall be considered discretionary uses.
14. Secondary dwelling units that were not calculated in the density of the Development Concept Plan shall not be allowed in the Residential Conservation Area.
15. The re-subdivision of lots within the Residential Conservation Area shall not be allowed, unless re-subdivision is provided for in the Development Concept Plan.
16. Any Environmental Reserve, Municipal Reserve or open space passageway that provides access to the lake front from the residential area shall be designed to be a minimum of 6 m (20 ft.), unless site conditions require otherwise.

Conventional Development

17. The developable area of a conventional style development is the total gross area, less the area of:
 - a. anticipated rights-of-way for roads and utilities;
 - b. Environmental and Municipal Reserve areas;
 - c. areas which are to be subject to other environmental controls, together with the nature of those controls;
 - d. naturally occurring streams, rivers, lakes, wetlands and other hydro-geological features (including seasonal water flow and ponding areas) within the site;
 - e. all environmentally sensitive areas as identified by Provincial and Federal government agencies
 - f. land with a 15% slope or greater, unless a geotechnical report has

been conducted to the satisfaction of the development authority.

Cluster Style Development

18. Because 50% of the gross area of a cluster style development is to be comprised of open space, the average residential parcel size would be approximately 0.4 ha (1 ac) or less. The developable area of a cluster style development is the total gross area, less the area of:
- a. primary and secondary conservation areas, that is those areas where it is important to preserve the natural environment (primary areas) and those areas where it is less important but still reasonable to preserve the natural environment (secondary areas);
 - b. anticipated rights-of-way for roads and utilities;
 - c. Environmental and Municipal Reserve areas;
 - d. naturally occurring streams, rivers, lakes, wetlands and other hydro-geological features (including seasonal water flow and ponding areas) within the site;
 - e. land with significant vegetation features;
 - f. all environmentally sensitive areas as identified.

The developable area may also exclude:

- g. land with a farmland assessment ratio of 55% or greater if the developer wishes to conserve the farmland with a legally binding instrument; and
 - h. land with 15% slopes or greater, unless a geotechnical report has been conducted to the satisfaction of the development authority.
19. Development Concept Plans for cluster style development shall demonstrate adherence to the following conservation design-based guidelines:
- a. At least 50% of the gross development area shall be left as open space and not divided into individually-owned titled areas. All primary conservation areas within a site must be included within the open space areas and secondary conservation areas within a site may be included within the open space areas.
 - b. All remaining lands will be considered low priority conservation areas. These areas are not required to be part of the open space areas. If the entire site of a development proposal is identified as low priority conservation area, development should be directed to previously cleared and/or disturbed areas.
 - c. Open space areas may be used for the following purposes:
 - i. conservation of natural, archeological or historical resources;
 - ii. conservation of meadows, woodlands, wetlands, wildlife

- corridors, habitat or similar conservation-oriented uses;
 - iii. walking or bicycle trails, provided they are constructed of porous paving and pervious materials;
 - iv. passive recreation, such as open fields;
 - v. active recreation, provided that they are limited to no more than 10% of the total open space area and provided further that they are not located within primary conservation areas (active recreation areas may include impervious surfaces; active recreation areas in excess of this limit must be located outside of the open space areas);
 - vi. agriculture, horticulture, or pasture uses, provided that all applicable best management practices are used to minimize environmental impacts and such activities are not conducted within primary conservation areas;
 - vii. non-structural storm water management practices and structural storm water management practices that allow for filtered groundwater;
 - viii. easements for drainage, access and underground utility lines.
- d. The Development Concept Plan shall include an Open Space Management Plan. The open space can be managed in a number of ways, including but not limited to:
 - i. municipal ownership (in Municipal and/or Environmental Reserve parcels);
 - ii. as a common unit (or units) within a bare land condominium plan; or
 - iii. as a commonly owned unit.

Any portion of the open space area that is not managed by the Municipality shall be protected via a legally enforceable instrument such as a conservation easement. The Open Space Management Plan will clearly indicate who shall be responsible for maintaining and managing the open space areas and how funding for the maintenance and management shall be provided, including any legal instrumentation of such responsibilities and funding. The Plan will also indicate how, if the maintenance and/or management of the open space areas becomes neglected and/or if funding provisions cannot be enforced, the County shall assume responsibility for maintenance and management of the open space areas, and, further, how the costs of such maintenance and management, including administrative costs, interest, and penalties, will be charged back against the landowners within the development.
- e. If the open space is protected by a legally binding instrument such as a conservation easement, the form of protection and the

organization or entity to which the instrument will be registered shall be identified in the Development Concept Plan. The instrument will be registered to one of the following:

- i. A land trust or conservation oriented non-profit organization with the legal authority to accept such easements. The organization shall be bona fide in perpetual existence and the conveyance instruments shall contain an appropriate provision for retransfer to the County in the event that the organization becomes unable to carry out its functions.
 - ii. A government entity with an interest in pursuing goals compatible with the purposes of this policy. If the entity accepting the easement is not the County, then a third right of enforcement favoring the County shall be included in the easement.
- f. Though the form of ownership of the individual residential dwelling units may be the normal fee simple ownership, other forms, such as co-operatives, bare land condominiums, rental accommodations, societies, or joint ownerships, to name a few, shall be considered. The form of ownership, and the implications of the form of ownership for the management and maintenance of any services and utilities, shall be identified in the Development Concept Plan.
- g. The form of ownership, and the implications of the form of ownership for the management and maintenance of any services and utilities, shall be identified in the Development Concept Plan. The Development Concept Plan will:
- i. allocate responsibility and guidelines for the maintenance and operation of the open space and any facilities located thereon including provisions for ongoing maintenance and long-term capital improvements. Facilities may include: water treatment facilities, recreation facilities and trail networks;
 - ii. provide a strategy for the enforcement of the Plan.
- Any changes to the Development Concept Plan must be approved by the County.
- h. The responsibility for maintaining the open space and any facilities located thereon shall be borne by the owner.

In the event that the party responsible for maintenance of the open space fails to maintain all or any portion in reasonable order and condition, the County may assume the responsibility for maintenance, enter the premises to take corrective action, and charge the costs to the previously responsible party. The County may also bill for administrative costs and penalties associated with

- the maintenance.
 - i. The instrument for permanent protection shall include clear restrictions on the use of open space. The restrictions shall include all restrictions included in this policy as well as any further restrictions the applicant chooses to place on the use of the open space.
 - j. If adjacent quarter sections are developed using cluster style subdivision design, the open space component of each development should be designed in such a way as to be contiguous.
- 20. Though private recreation facilities shall be encouraged within cluster style developments in the Residential Conservation Area in order to provide residential recreational amenity, public recreation facilities, that is, facilities open to the general public, shall be considered discretionary developments and shall only be developed if compatible with the environment and with nearby uses and developments.

Part 3 Land Use Policies

The following land use and development policies shall apply to all lands and developments within the Garner Lake Area Structure Plan area, and shall be used by the County to guide decision-making regarding all land use and development at Garner Lake.

3.1 Development

1. Residential development shall not be allowed on lands having critical development constraints. The following criteria shall be used in determining the suitability of land for residential development:
 - a. Potable water of sufficient quantity and quality shall be available to support a proposed development. No development shall occur in areas where reserves of potable water are inadequate unless adequate water trucking services are available in the region.
 - b. Development shall not be allowed in areas characterized by wetlands, swamps, muskeg or saturated soils. Development shall also be prohibited in valleys, ravines or seasonal draws.
 - c. Development shall be prohibited on slopes in excess of 15 percent or on slopes which are subject to slippage or mass movement unless a satisfactory geotechnical assessment is submitted to and approved by the County and thereafter made a condition of the development.
 - d. The County shall require a developer to provide it with a biophysical site assessment and/or other supporting documents if, in the opinion of the development and/or subdivision authority, the proposed development is located in an environmentally sensitive or significant area.
2. Water-tight septic tanks or sewage holding tanks will be required to handle sewage disposal within all new developments in the Recreational Residential Area or Residential Conservation Area, as well as on soils which have extremely fast percolation rates and/or which might result in the possibility of groundwater contamination. The use of a leaching pit or cesspool for kitchen sink waste/ grey water disposal in new developments will not be allowed.
3. The County shall encourage any new multi-lot country residential development to use communal sewage disposal systems as approved by Alberta Environment. Such systems may take the form of communal tanks that use a gravity low-pressure system to move the sewage from

individual properties to communal tanks.

4. The public amenities in the County shall be clearly marked. Adequate lake access and parking facilities shall be provided where appropriate.
5. New agricultural activities which the County believes will have little impact on the Garner Lake environment or lake water quality may be allowed. While the County acknowledges that the Natural Resources Conservation Board approves and regulates confined feeding operations – such as feedlots, hog barns and poultry farms – these uses shall be discouraged within the Garner Lake Area Structure Plan area.

3.2 Environmental Protection

1. Three (3) categories of environmentally sensitive lands have been identified within the Area Structure Plan area. They represent areas of high, medium and low environmental sensitivity. **Map 2** illustrates the three (3) categories. The environmental sensitivity of a parcel of land will be taken into consideration when assessing the acceptability of development proposals for lands within the Area Structure Plan area.
2. The County shall establish a policy for the use of municipally-owned Environmental Reserve and Municipal Reserve lands.
3. The clearing of vegetation on new lots shall be minimized in order to maintain aesthetic and visual buffers from neighbouring properties and to reduce soil erosion and nutrient runoff into Garner Lake. A site plan detailing the protection of treed areas shall accompany any application for a development permit.
4. Alterations to the bed and shore of Garner Lake, including any development or structure (except for removable domestic piers or removable boatlifts), shall be required to obtain authorization from appropriate Provincial agencies.
5. The County may require land owners to bring up to standard those sewage disposal systems which are not up to current standards and replace those sewage disposal systems which are not currently lawful within three (3) years.
6. Land owners shall be encouraged to end those gardening, water handling and disposal practices which may negatively impact the Lake's environment, and be required to end those practices which are not currently lawful, including the clean up and removal of any pit toilets.
7. The use of herbicides and inorganic fertilizers will be discouraged on residential lots within the Area Structure Plan area.

8. Alberta Sustainable Resource Development guidelines for minimum environmental reserve/easement widths shall be required for all new development within the Area Structure Plan area.
9. The County shall encourage the use of alternative energy such as, but not limited to, geothermal heating, small wind energy conversion systems and solar photovoltaic power.
10. The location of Municipal and Environmental Reserve lots shall be clearly marked in all new multi-lot country residential subdivisions.
11. The developer of any multi-lot residential development adjacent to the bed and shore of Garner Lake shall be required to provide potential purchasers with a copy of Sustainable Resource Development's booklet "Caring for Shoreline Properties, Living on the Water's Edge".
12. In those cases where private lots would include environmentally sensitive land and/or abut County-owned Environmental Reserve land, the County may require an Environmental Reserve Easement to be registered against a portion of the new lot in order to preserve environmentally sensitive features.

3.3 Services & Infrastructure

1. The County shall ensure that local access roads are developed, surfaced and maintained to a high standard and in accordance with County policy.
2. If adjacent quarter sections are developed for multi lot residential development, the internal roads of each development should be designed in such a way as to be connected.
3. The County may explore the option of placing recycling bins adjacent to the garbage disposal bins at Garner Lake in order to encourage responsible waste management.
4. In those areas of the Area Structure Plan area where speeding on municipal roads is an issue, the County may consider introducing traffic calming devices.

3.4 Recreation

1. In order to ensure safety on Garner Lake, the County may consider posting signage with Transport Canada's Vessel Operating Regulations at the County's boat launches.
2. The County may consider adding new signage and/or replacing existing

Appendix 1 for 5.1: Bylaw No. 1576 - Garner Lake ASP

signage at Garner Lake that would prohibit all motorized vehicle use on Environmental Reserve land.

3. The County shall support Sustainable Resources Development's initiative to post signage restricting motorized vehicles on Crown lands.
4. The County shall endeavour to keep the boat launches on Garner Lake within their municipal boundaries in good repair.

Part 4 Plan Implementation & Administration

4.1 Authority of Plan

1. Pursuant to the provisions of the Municipal Government Act, R.S.A. 2000, as amended, this plan shall be separately adopted by the County of St. Paul and Smoky Lake County. The County of St. Paul shall adopt this plan as the Garner Lake Area Structure Plan – 2011.
2. Subdivision, development and redevelopment of lands within the planning area shall be in accordance with the provisions of this Area Structure Plan.
3. Council shall encourage the Provincial and Federal governments to have regard for the provisions of this plan in the development and redevelopment of public lands, and in the formulation of Provincial and Federal policies and programs, and in the issuance of any permits within the planning area.

4.2 Land Use Bylaw

1. In order to implement the policies of this Plan, the County's Land Use Bylaw may be amended.

4.3 Plan Review and Amendment

1. The planning process is a dynamic process, subject to inevitable change. It is intended that this Plan will be subject to periodic review, initiated in the following ways:
 - a. a complete or partial review upon amendment;
 - b. a review of this document to be conducted by County Council every five years; or
 - c. a complete or partial review whenever, due to economic, social, technical developments or environmental considerations, the Plan is considered by Council not to meet the long-term goals of the County.
2. When considering any amendment proposal to this Plan, the County shall review and consider the Plan goals, development constraints, surrounding land uses and other pertinent information, shall refer any proposed amendments to concerned provincial agencies for review and comment, and shall consider such comments prior to the adoption of any amendments.

3. Among other matters, in dealing with an amendment to this Area Structure Plan to change the designation of an area to Residential Conservation Area, Council will consider what it believes will be the impact of the proposed development on Garner Lake, as well as the impact of the development of those lands within the Plan area which may have already been approved for development, but which might not yet have been sold, leased, or developed. The proponent of the amendment shall be responsible for providing the information necessary for Council to make that assessment and County staff will work with the proponent to provide what information it can to help Council in this consideration.
4. Upon receipt of an application for substantial subdivision and/or development within the Area Structure Plan Area, the County shall circulate the proposal to Smoky Lake County for review and comment. The subdivision and/or development shall not be approved until comments are received from Smoky Lake County.

4.4 Interpretation

1. The examples of preferred uses for each land use area are intended to illustrate the range of activities possible. Specific uses shall be defined in the County's Land Use Bylaw.
2. Land use designation boundaries outlined in this Area Structure Plan may be considered to be approximate except where such boundaries coincide with roads, quarter section lines or clearly recognizable physical features. Minor deviations may be allowed to this Plan, provided that such deviations do not alter the intent of this Plan.
3. The Garner Lake Area Structure Plan will be adopted by the County of St. Paul and Smoky Lake County as separate bylaws. As such, the policies in this document make reference to only one county. Policies which refer to a specific municipality are included in both documents for informational purposes only.

Part 5 Definitions

Definitions and requirements of the County's Municipal Development Plan, Land Use Bylaw and the Municipal Government Act, R.S.A. 2000, as amended, shall be used in the interpretation of this Area Structure Plan in conjunction with the terminology in this section.

1. **"BANK"** separates the bed and shore of a lake from terrestrial land. The location of the bank is not affected by occasional periods of drought or flooding.
2. **"BED"** refers to the land upon which a lake sits at its current water level.
3. **"CONSERVATION EASEMENT"** refers to an agreement between a landowner and a qualifying organization to protect the natural values of land, for a specified time or in perpetuity. Qualifying organizations include the provincial government, a municipality, and non-governmental registered charities formed to hold conservation land interests.
4. **"DEVELOPMENT,"** as per the Municipal Government Act, means:
 - a. an excavation or stockpile and the creation of either of them,
 - b. a building or an addition to or replacement or repair of a building and the construction or placing of any of them on, in, over or under land,
 - c. a change of land use or a building or an act done in relation to land or a building that results in or is likely to result in a change in the use of the land or building, or
 - d. a change in the intensity of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the intensity of use of the land or building.
5. **"DWELLING" or "DWELLING UNIT"** means an accommodation providing a domestic kitchen, washrooms and sleeping area and used or intended to be used on a permanent or part-time basis for a household. A dwelling unit does not contain more than one room, which, due to its design, plumbing, equipment, and/or furnishings, may be used as a kitchen.
6. **"LITTORAL ZONE"** refers to the zone below the bank, and includes the portion of a lake and its bed that is relatively well lit by the sun and which supports photosynthetic plants.
7. **"LOW PRIORITY CONSERVATION AREA"** refers to land that is not designated as either a primary or secondary conservation area.
8. **"MAY"** is an operative word meaning a choice is available, with no

particular direction or guidance intended.

9. **"MAY NOT"** is an operative word meaning a choice is not available, signifying that the action is prohibited.
10. **"OPEN SPACE"** refers to areas of land that are not covered by building structures or infrastructure.
11. **"PRIMARY CONSERVATION AREA"** refers to:
 - a. the 1:100 year floodplain,
 - b. buffer zones of at least 30 m width along all perennial and intermittent streams,
 - c. slopes greater than 15%,
 - d. habitat for populations of endangered or threatened species,
 - e. wetlands and recharge areas,
 - f. environmentally sensitive areas, as identified by provincial or federal government agencies, and other outside agencies, and
 - g. archaeological sites, cemeteries, burial grounds, and historical sites.
12. **"PRINCIPAL DWELLING UNIT"** refers to a dwelling unit for which a development permit was issued prior to any other dwelling unit on the property, or a dwelling unit with a larger gross floor area than another dwelling unit located within the same building or on the same property.
13. **"RECREATIONAL VEHICLE"** refers to a vehicle that is either conveyed by its own motor or is pulled by a vehicle with a motor, which contains in its interior a kitchen, washroom, and sleeping area. A recreational vehicle may include but is not limited to travel trailers, motor homes and camper vans.
14. **"RIPARIAN ZONE"** refers to the strip of moisture-loving vegetation growing along the edge of a lake.
15. **"SECONDARY CONSERVATION AREA"** refers to:
 - a. existing healthy, native forests of at least 0.4 ha contiguous area,
 - b. other significant natural features and scenic viewsheds such as water bodies, ridge lines, peaks and rock outcroppings, particularly those that can be seen from public roads or public properties,
 - c. agricultural lands with a farmland assessment ratio of 55% or greater of at least 2.0 ha contiguous area, and
 - d. existing trails that connect to neighbouring areas.
16. **"SECONDARY DWELLING UNIT"** means a dwelling unit in addition to the principal dwelling unit. It includes but is not limited to a dwelling unit located within an owner-occupied single dwelling or within an accessory

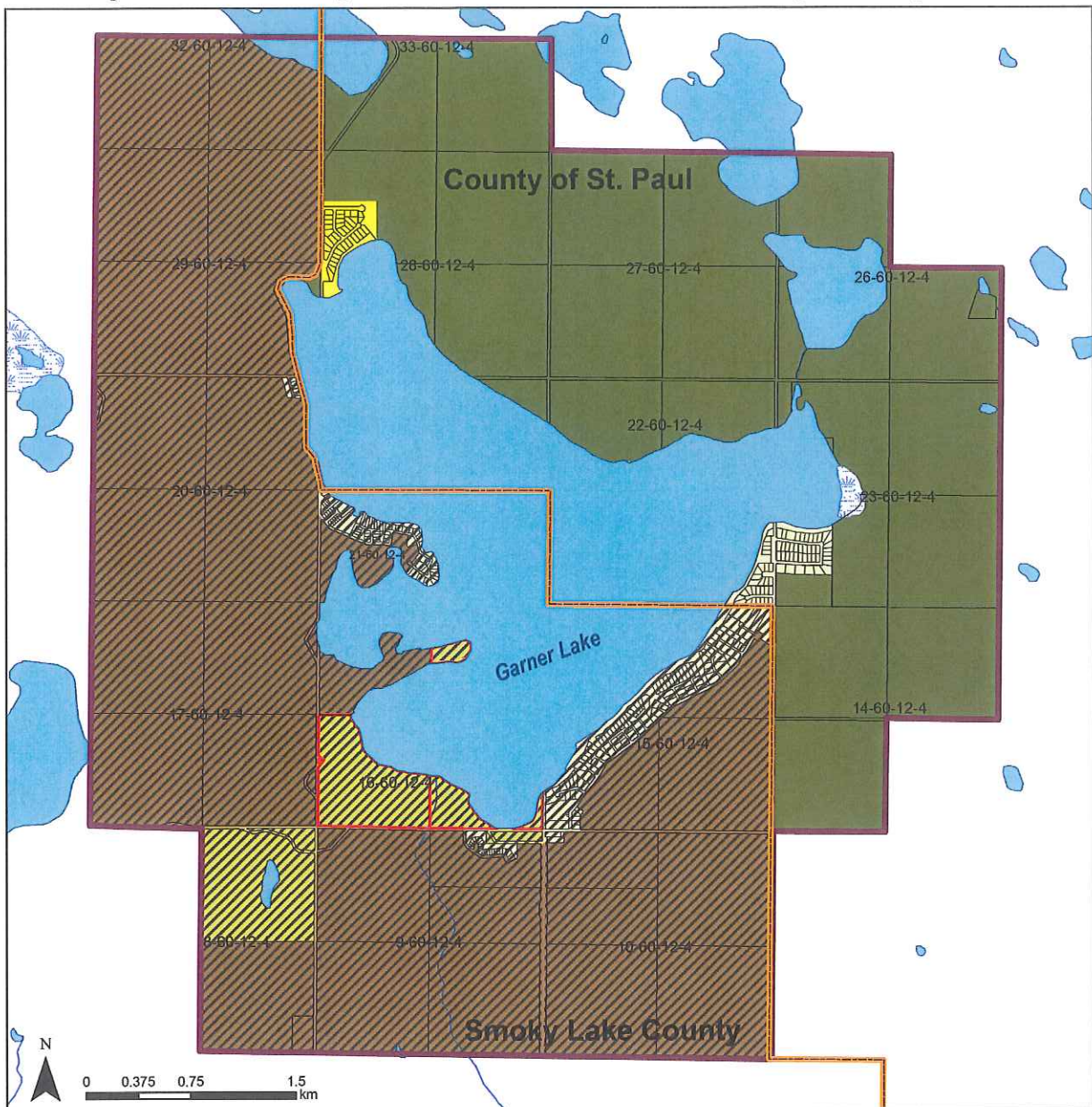
structure that is located on a residential parcel, but does not include a recreational vehicle.

17. **"SHALL"** is an operative word which means the action is obligatory.
18. **"SHORE"** is the area below the bank but above the present water level. It is exposed when water levels are low.
19. **"SMALL WIND ENERGY CONVERSION SYSTEM"** means a wind energy conversion system consisting of a wind turbine, tower and associated control or conversion electronics, which has a rated capacity of not more than 300 kW, and whose primary purpose is to provide electrical power for use on-site (either behind-the-meter or off-grid) rather than produce power for resale.

Part 6 Maps

Garner Lake

Smoky Lake County - Future Land Use Concept - Map 1



Legend

- County Boundaries
- Focus Area
- Wetlands
- Streams
- Water Bodies
- Garner Lake Provincial Park

County of St. Paul Land Use Concept

- Recreational Residential
- Residential Conservation
- Rural Conservation

Smoky Lake County Land Use Concept

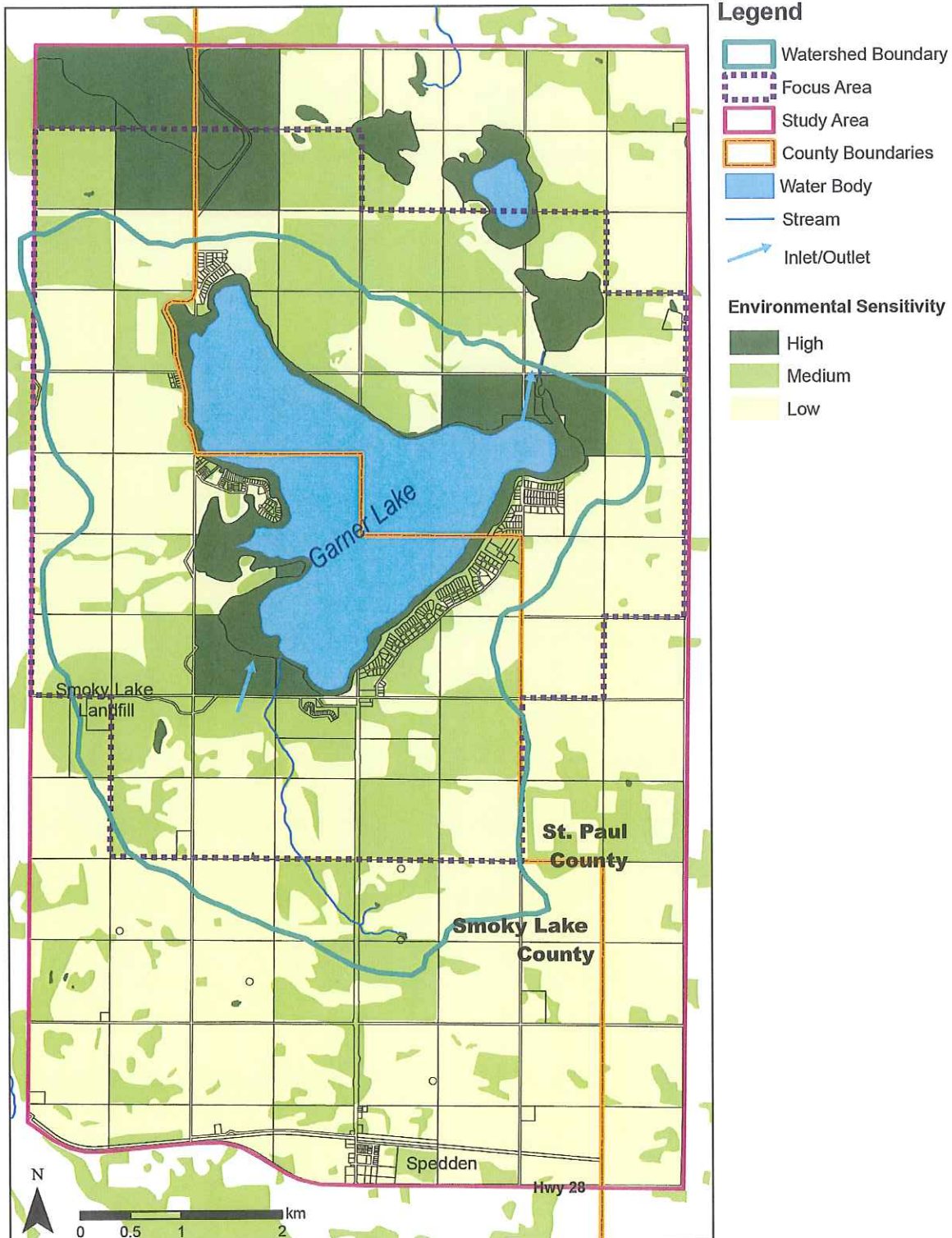
- Agricultural
- Agricultural Conservation
- Residential

Digital geographic information obtained from: Government of Canada National Topographical Survey (Geogratis), and the County of Smoky Lake and the County of St. Paul (Aerials and Accurate Assessment). Geographic coordinate system and projection: UTM, NAD 83 Datum Zone 12N. All Boundaries are approximate.

Municipal Planning Services (2009) Ltd. #208 17511 107 Avenue, Edmonton, AB T5S 1E5. Phone: (780) 485-1991 Fax: (780) 483-7326 August, 2011

Garner Lake

Environmental Sensitivity - Map 2



Digital Geographic Information obtained from: Government of Canada National Topological Survey (Geobase and Geogratis), Smoky Lake (Altalis) and County of St. Paul (Altalis).
Geographic coordinate system and projection: UTM. NAD 83
Datum. Zone 12 N

Municipal Planning Services (2009) Ltd.
#208 17511-107 Avenue, Edmonton, AB, T5S 1E5
Phone: (780) 486-1991
April, 2011



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

5.2 WESTCOVE KENNELS - CONTRACT FOR BOARDING STRAY DOGS

#20110907007

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

At the August meeting, Council tabled the contract with Helen Chapdelaine/Westcove Kennels which expired on August 31, 2011. Council requested if Helen would allow her name to appear on the County website so people could contact her on a weekend if they need a dog picked up.

We contacted Helen, and she advised that she used to pick up dogs, but in September, 2008 she requested that her contract change. She is not interested in picking up dogs again.

Recommendation

Motion to renew the contract for boarding stray dogs with Westcove Kennels for a one-year period commencing September 1, 2011.

Additional Information

Originated By : skitz

CONTRACT FOR BOARDING STRAY DOGS FOR THE COUNTY OF ST. PAUL

Effective September 1, 2011 until August 31, 2012 the County of St. Paul will have a one year contract with Helen Chapdelaine/Westcove Kennels for boarding stray dogs at the kennels.

- ▶ dogs will be identified by the dog catcher when entering the kennels
- ▶ dogs will be fed daily
- ▶ dogs will not be walked
- ▶ dogs will be boarded for 72 hours before being brought to the St. Paul Vet clinic. Saturdays, Sundays and Statutory holidays shall not be included in the computation of the seventy-two (72) hour period.
- ▶ any dogs having a serious disease/or is considered vicious will be brought to the St. Paul Vet immediately.

Boarding Fee:

- ▶ \$18.00/day per dog - to a maximum of 5 days
- ▶ \$33.00 travelling fee to vet clinic

Amending Fee Schedule

- ▶ Monthly retainer fee of \$225.00

Cheque payment accepted.

Dogs claimed by the owner:

- ▶ \$33.00 releasing fee/per dog
- ▶ \$18.00/day boarding fee/per dog

CASH ONLY.

CONTRACT DATE: September 1, 2011 to August 31, 2012.

County of St. Paul

Helen Chapdelaine

Witness

Witness

6 Delegation

- 6.1 9:15 A.M. - URBAN SYSTEMS
- 6.2 10:30 A.M. - PUBLIC HEARING - BYLAW NO. 1582 -
REZONE PNW 32-56-10-W4 URBAN EXPANSION TO
AGRICULTURAL
- 6.3 11:00 A.M. - PUBLIC HEARING - BYLAW NO. 1583 -
REZONE PNW 32-56-10-W4 - URBAN EXPANSION
TO GENERAL URBAN DISTRICT
- 6.4 11:30 A.M. - TENDER OPENING - LAURIER LAKE



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Issue Summary Report

6.1 9:15 A.M. - URBAN SYSTEMS

#20110907001

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

Golnaz Azim and Mike Trickey with Urban Systems have an appointment with Council to discuss the Infrastructure Project and the Water Policies.

Additional Information

Originated By : skitz



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

6.2 10:30 A.M. - PUBLIC HEARING - BYLAW NO. 1582 - REZONE PNW 32-56-10-W4 URBAN EXPANSION TO AGRICULTURAL #20110817002

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

At the August Meeting, Council gave 1st reading to Bylaw No. 1582, which is a bylaw to rezone PNW 32-56-10-W4 from Urban Expansion to Agricultural.

Bylaw No. 1582 was advertised in the St. Paul Journal the weeks of August 23rd and 30th and the adjacent landowners were notified.

Recommendation

Motion to adjourn the meeting and proceed to public hearing scheduled for 10:30 a.m. to discuss Bylaw No. 1582, which is a bylaw to rezone PNW 32-56-10-W4 from Urban Expansion to Agricultural.

Additional Information

Originated By : pcorbiere

**THE COUNTY OF ST. PAUL NO. 19
LAND USE BYLAW**

**TO THE COUNCIL OF THE COUNTY OF ST. PAUL
APPLICATION FOR AMENDMENT TO THE LAND USE BYLAW NO. 1486**

I/We make application to amend the Land Use Bylaw.

Applicant: Name Rachynski Land Surveys Ltd. Telephone No. 780-645-3399
Address Box 1987, St. Paul, Alta. T0A 3A0

Registered Owner of Land:

Name Wayne & Helen Horner Telephone No. 780-645-2901
Address Box 64, Lafond, Alta. T0A 2G0
(If different from Applicant)

Description of Land: Parcel/Lot _____ Block _____ Registered Plan _____
or as described on Certificate of Title No. 782 133 992 Section N.W. 32
Twp. 56 Range 10 West of the 4th Meridian.

Situated within the Urban Expansion (UX) District Land Use District.

Amendment applied for:

From the following designated permitted Land Use(s).

Urban Expansion (UX) District

To Agricultural (A) District Land Use.

Reasons in support of this Application:

Owner wishes to subdivide the title into 2 ag parcels.

I/We enclose \$350.00 being the Application Fee.

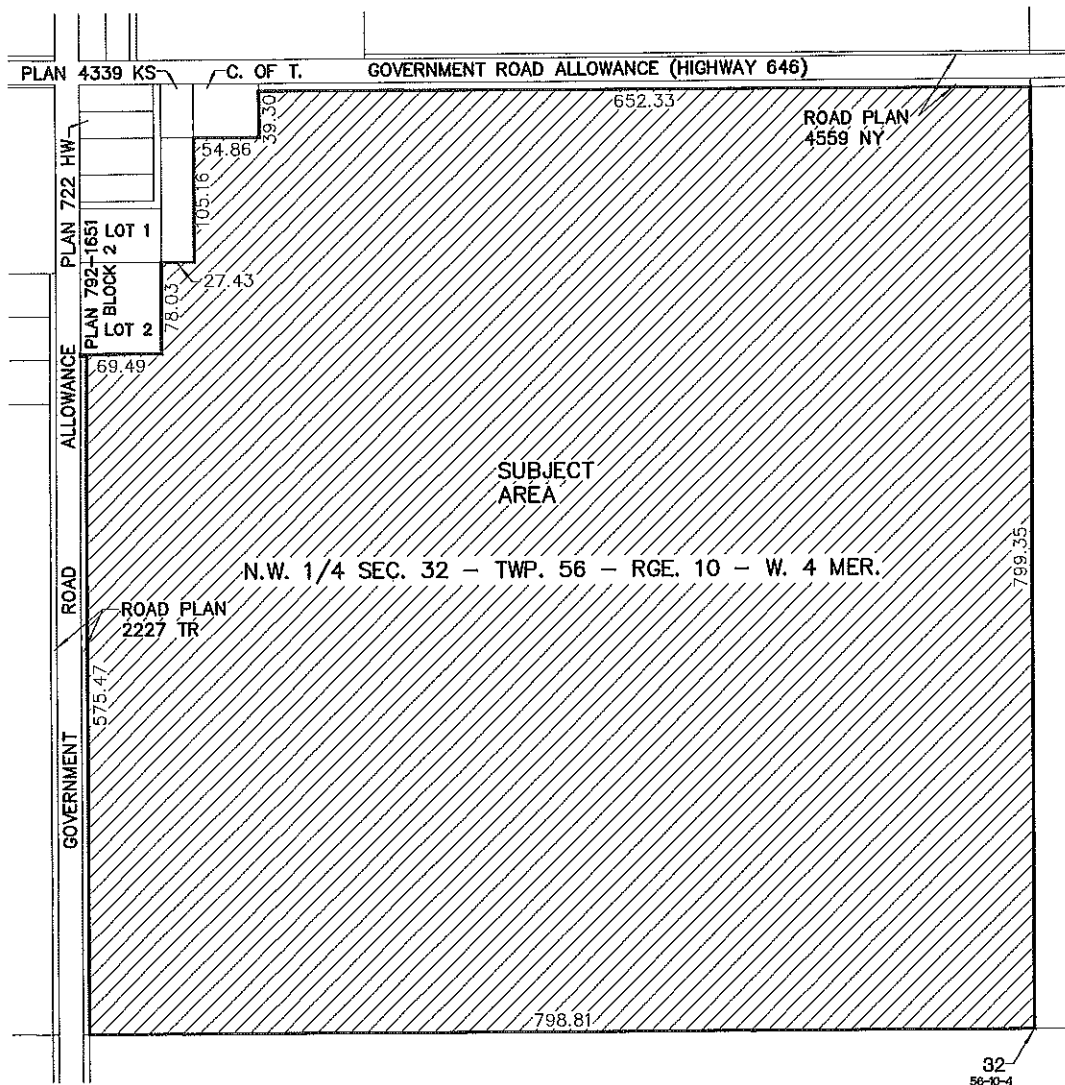
Date

August 9, 2011



Signature of Applicant or Registered Owner

PLAN SHOWING PROPOSED REZONING OF
N.W. 1/4 SEC. 32-56-10-4
COUNTY OF ST. PAUL NO. 19, ALBERTA



SCALE 1:5000

RACHYNSKI LAND SURVEYS(1998) LTD.

BOX 1987, ST. PAUL, AB.
645-3399
SP-714-10B



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

6.3 11:00 A.M. - PUBLIC HEARING - BYLAW NO. 1583 - REZONE PNW 32-56-10-W4 - URBAN EXPANSION TO GENERAL URBAN DISTRICT #20110817001

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

At the August Meeting, Council gave 1st reading to Bylaw No. 1583, which is a bylaw to rezone PNW 32-56-10-W4 (.7 acres) from Urban Expansion to General Urban.

Bylaw No. 1583 was advertised in the St. Paul Journal the weeks of August 23rd and 30th and the adjacent landowners were notified.

Recommendation

Motion to adjourn the meeting and proceed to public hearing scheduled for 11:00 a.m. to discuss Bylaw No. 1583, which is a bylaw to rezone PNW 32-56-10-W4 from Urban Expansion to General Urban.

Additional Information

Originated By : pcorbiere

THE COUNTY OF ST. PAUL NO. 19
LAND USE BYLAW

TO THE COUNCIL OF THE COUNTY OF ST. PAUL
APPLICATION FOR AMENDMENT TO THE LAND USE BYLAW NO. 1486

I/We make application to amend the Land Use Bylaw.

Applicant: Name Rachynski Land Surveys (1998) Ltd. Telephone No. 780-645-3399
 Address Box 1987, St. Paul, Alta. T0A 3A0

Registered Owner of Land:

Name Wayne & Helen Horner Telephone No. 645-2901
 Address Box 64, Lafond, Alta. T0A 2G0
 (If different from Applicant)

Description of Land: Parcel/Lot _____ Block _____ Registered Plan _____
 or as described on Certificate of Title No. 782 133 992 Section N.W. 32
 Twp. 56 Range 10 West of the 4th Meridian.

Situated within the Urban Expansion (UX) District Land Use District.

Amendment applied for:

From the following designated permitted Land Use(s).

Urban Expansion (UX) District

To General Urban (U) District Land Use.

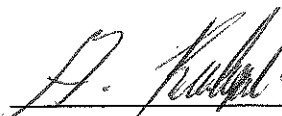
Reasons in support of this Application:

~~XXXX~~ Owner wishes to sell the subject area to the owner of Lot 1 Block 2
 Plan 792-1651. The 2 areas would be consolidated to form 12 parcel.

I/We enclose \$350.00 being the Application Fee.

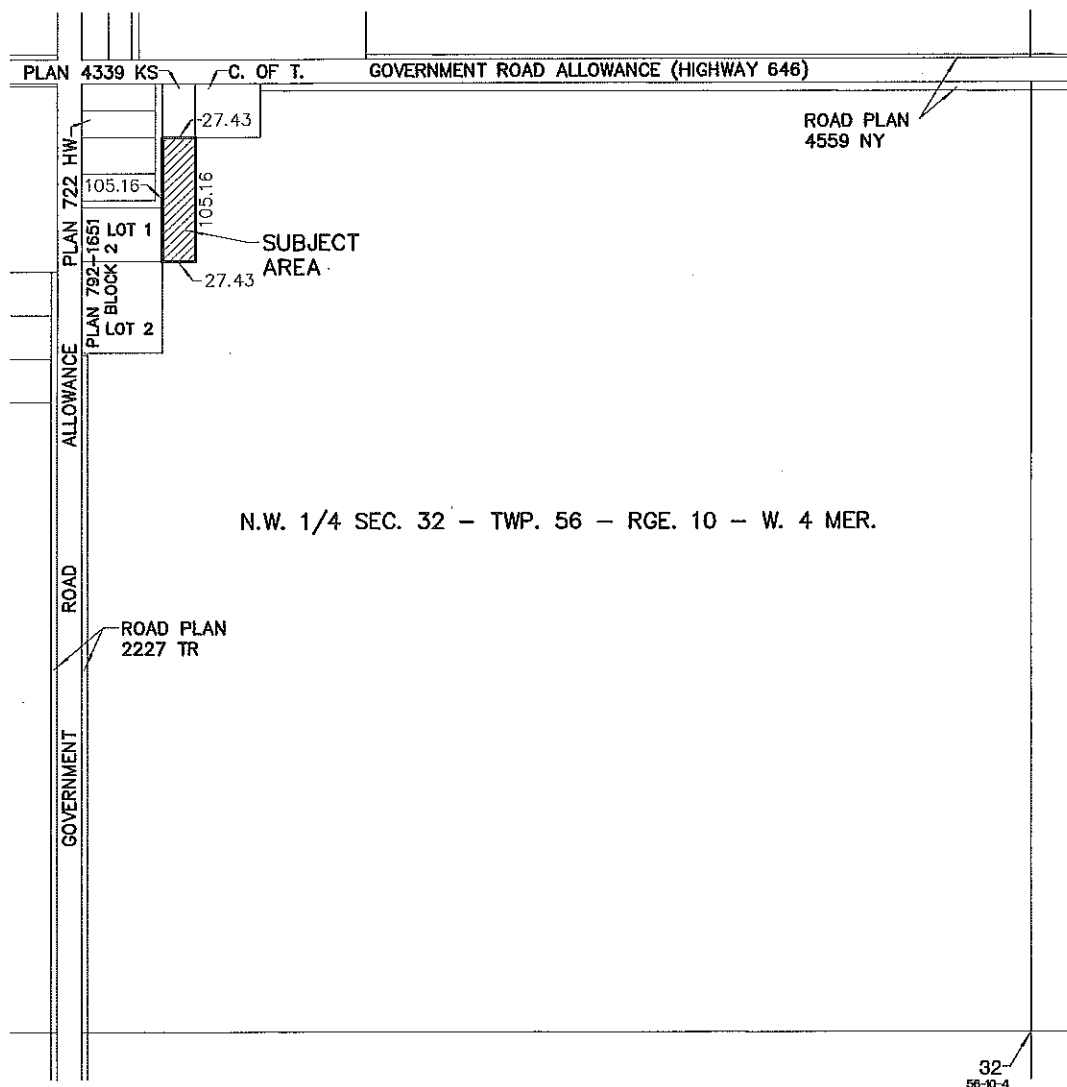
Date

August 9, 2011



Signature of Applicant or Registered Owner

PLAN SHOWING PROPOSED REZONING OF PART OF
N.W. 1/4 SEC. 32-56-10-4
COUNTY OF ST. PAUL NO. 19, ALBERTA



SCALE 1:5000

RACHYNSKI LAND SURVEYS(1998) LTD.

BOX 1987, ST. PAUL, AB.
645-3399
SP-714-10A



County of St Paul No 19
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www.county.stpaul.ab.ca

Issue Summary Report

6.4 11:30 A.M. - TENDER OPENING - LAURIER LAKE

#20110907003

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

Further to the August Public Works Meeting, Lot 4, Block 3, Plan 8121916 at Laurier Lake was advertised for sale in the August 30, 2011 edition of the St. Paul Journal.

The sealed tenders will be opened in the presence of Council at 11:30 a.m.

Recommendation

As per Council's wishes.

Additional Information

Originated By : skitz

7 New Business

- 7.1 EOEP COURSE
- 7.2 TAX CLERK SEMINAR - OCTOBER 7
- 7.3 AMHSA COURSE - AUDITOR RECERTIFICATION
- 7.4 ECONOMIC DEVELOPMENT FOR ELECTED OFFICIALS
- 7.5 4TH ANNUAL RURAL ALBERTA COMMUNITY PHYSICIAN ATTRACTION & RETENTION CONFERENCE
- 7.6 SUSTAINABLE SUBURBS SUMMIT
- 7.7 AAMD&C FALL CONVENTION - MEETING WITH ALBERTA ENVIRONMENT
- 7.8 ALBERTA MUNICIPAL AFFAIRS WORKSHOPS
- 7.9 2012 FCM CONFERENCE - SASKATOON
- 7.10 ST. PAUL REGIONAL HIGH SCHOOL PROVINCIAL VOLLEYBALL TOURNAMENT
- 7.11 REQUEST FOR FUNDING - ENVISION EDMONTON
- 7.12 TRAILER PURCHASE
- 7.13 D3 PURCHASE
- 7.14 LETTER - BARRY KUBINCHAK
- 7.15 REQUEST TO USE COUNTY ROAD ALLOWANCE TO ACCESS TO TOWN OF ST. PAUL WATER LINE
- 7.16 TREES FOR MALLAIG CEMETERY
- 7.17 ELK POINT/ST. PAUL REGIONAL WATER COMMISSION
- 7.18 SCOPE CHANGE FOR ASHMONT/LOTTIE LAKE
- 7.19 WATER POLICY PROJECT
- 7.20 BYLAW NO. 1584 - LICENCE ROAD ALLOWANCE SW 14 & NW 11-59-10-W4
- 7.21 2011 ROAD CONSTRUCTION EASEMENTS

7.22	IN CAMERA
7.23	DATE FOR PUBLIC CONSULTATIONS - STRATEGIC PLAN
7.24	REQUEST FOR FUNDING - ELK POINT GRANDPARENTS WALK
7.25	TOWN OF ST. PAUL - ANNEXATION REQUEST
7.26	-
7.27	-
7.28	-
7.29	-
7.30	-
7.31	-



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Issue Summary Report

7.1 EOEP COURSE

#20110907002

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

The following courses are being offered through the Elected Officials Education Program:

1. Municipal Governance - Sept. 19 & 20 in Olds - \$580
2. Effective Planning and Strategy - Sept. 27 in Calgary - \$340

Councillor Dach has expressed interest in attending these courses.

Recommendation

As per Council's wishes.

Additional Information

Originated By : skitz

Appendix 1 for 7.1: EOEP Courses

From: Dwight Dach
Sent: Thursday, September 01, 2011 8:54 AM
To: Phyllis Corbiere
Subject: FW: EOEP September Course Offerings
Attachments: Sheena Linderman.vcf; Effective Planning and Strategy.pdf; Municipal Governance.pdf

From: Sheena Linderman [\[mailto:eoep@telus.net\]](mailto:eoep@telus.net)
Sent: August-22-11 1:50 PM
To: Sheena Linderman
Subject: EOEP September Course Offerings

***Are you an elected official?** EOEP provides comprehensive courses focusing specifically on your role and its challenges. Please join us in September for these unique learning opportunities.*

Municipal Governance

September 19 and 20, 2011 • Olds, Alberta • \$580 plus GST

Governance is the fundamental means by which elected officials connect the public they serve to the municipal entity they represent. Participants will learn:

- how a council makes effective decisions within the legislative and
- governance framework of Alberta;
- basic governance principles of representation, decision-making,
- stewardship and accountability;
- how to ensure that the powers and functions of the municipality are
- appropriately discharged;
- about the relationship of provincial legislation, municipal policy and
- decision-making;
- to identify opportunities to engage public stakeholders;
- how to identify ethical considerations in municipal decision-making and
- understand pecuniary interest provisions contained in the Municipal
- Government Act;
- about the Council/CAO relationship

Effective Planning and Strategy

September 27, 2011 • Calgary, Alberta • \$340 plus GST

Being strategic means understanding present and past contexts while looking to the future. Effective Planning and Strategy will teach you how to develop measurable, actionable strategic and business plans that are aligned with corporate priorities. Participants will explore the fundamentals of strategic and business planning, including:

Appendix 1 for 7.1: EOEP Courses

- the importance of identifying and setting realistic goals/objectives, key results, strategies
- and performance measures:
- the policy/strategy relationship;
- identifying and incorporating sustainability principles into the planning process;
- how to engage the public and stakeholders in the strategy development process;
- the practices and benefits of long-term sustainability planning.

For more information or to register, please visit www.eoep.ca or contact Sheena Linderman at 403 346 1040 or eoep@telus.net.

Seating for these courses is limited so please register at your earliest convenience. We look forward to seeing you!





County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.2 TAX CLERK SEMINAR - OCTOBER 7

#20110908008

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

The tax department will be hosting a Tax Clerk Seminar on October 7th. Invitations to the seminar were sent to Municipalities North of Red Deer.

Recommendation

Motion to ratify the Tax Department hosting the Annual Tax Clerk Seminar on October 7, 2011.

Additional Information

Originated By : skitz



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.3 AMHSA COURSE - AUDITOR RECERTIFICATION

#20110908006

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

Bryan Bespalko's Auditor Certification expired May 27, 2011 and he was granted an extension to renew. The next Auditor Recertification course will be held on October 12 in Sherwood Park.

Recommendation

Motion to approve Bryan Bespalko to attend the AMHSCA Auditor Recertification course on October 12, 2011 in Sherwood Park.

Additional Information

Originated By : skitz



County of St Paul No 19
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www.county.stpaul.ab.ca

Issue Summary Report

7.4 ECONOMIC DEVELOPMENT FOR ELECTED OFFICIALS

#20110908005

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

EDA's Economic Development for Elected Official's course will be held in Killam on October 25th. Registration is \$325.

At the April 12th Council meeting, a motion was made to approve any Councillors who wish to attend - the course was originally offered in Lac La Biche on May 3rd.

October 25th is the regularly scheduled Public Works Meeting.

Recommendation

As per Council's wishes.

Additional Information

Originated By : skitz

OTHER COURSES OFFERED:

Establishing a Foundation
in Economic Development

Business Retention & Expansion

Business & Investment Attraction

Opportunity Identification

Project Management in Economic
Development

The Site Selection Process

Supporting Agriculture through
Community Economic Development

**ECONOMIC DEVELOPMENT
FOR
ELECTED OFFICIALS**

*For more information or to book
your course now, contact:*

Economic Developers Alberta
Phone: 1-866-671-8182
www.edaalberta.ca



**When it comes to economic development
– are you really in the loop?**

**Economic development is an essential,
complex, competitive field.**

**It encompasses processes, policies
and projects that community leaders
need to know about to improve the
economic, political and social
well-being of their residents.**

**It also requires strong leadership and
community engagement.**

**Elected officials have an
important role to play.**

EDA's **Economic Development for Elected Official's** course provides you with strategies, tools, resources and experiences to help your community survive, thrive and grow. You will learn about:

***1. The Role and Function of Community
Economic Development (CED):***

- What is CED? How does it work?
- Who practices CED and how does it affect elected officials?
- How should you budget and monitor the economic development function?
- What is the relationship between municipal planning and economic development?

2. Issues and best practice examples in:

- Business investment, retention, expansion and attraction
- Tourism development and planning
- Industrial development and planning
- Understanding the role of public/private partnerships
- Opportunities for technology led development

3. How to manage the process:

- Working with your economic development staff
- Bringing the whole community to the table
- Developing and running effective community boards/committees
- Getting the right information at the right time, and getting a second opinion
- Obtaining funding for projects, plans and infrastructure
- Liability concerns and issues

***4. How to create effective outcomes for
your community:***

- Ethical considerations in economic development decision-making. When economic interests compete with social good
- Measuring community value of the work done by your economic development staff

Elected Officials + Economic Development Training = Success



County of St Paul No 19
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.5 4TH ANNUAL RURAL ALBERTA COMMUNITY PHYSICIAN ATTRACTION & RETENTION CONFERENCE

#20110908013

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

The NADC is holding the 4th Annual Rural Alberta Community Physician Attraction and Retention Conference on October 27 & 28, 2011 in Edmonton.

The conference is geared to Community leaders, Attraction and Retention Committee members, organizations and individuals who are involved with, or want to connect and learn more about collaboratively, attracting and retaining physicians in rural Alberta communities. Conference registration is \$250 which includes 2 nights accommodations.

Agenda is attached.

Additional Information

Originated By : skitz

4TH ANNUAL RURAL ALBERTA COMMUNITY PHYSICIAN ATTRACTION & RETENTION CONFERENCE

OCTOBER 26-28, 2011
SAWRIDGE INN, EDMONTON SOUTH

About this Conference

Engage the Community. Retain the Physician.

Looking for information on what's new in community based physician attraction and retention? This event will provide Alberta's rural communities with information and resources to help attract and retain physicians in their local communities. Committee's from across the province can connect, share information and together be updated on what is happening in rural medicine in Alberta.

Who Should Attend?

Community leaders, Attraction and Retention Committee members, organizations and individuals who are involved with, or want to connect and learn more about collaboratively, attracting and retaining physicians in rural Alberta communities.



Hosting Organizations



Northern
Alberta
Development
Council

Sponsors



Scotiabank



ALBERTA
MEDICAL
ASSOCIATION

Conference Schedule (subject to change)

October 26th: Wednesday (evening)

7:00 PM Pre-Registration and Reception (Alberta Night)

October 27th: Thursday

7:30 AM **Registration and Breakfast**

8:15 Welcoming Remarks

8:30 **Rural Medicine in Alberta**
Dr. Jill Konkin, Faculty of Medicine & Dentistry
University of Alberta

10:30 **Update on Community Rural Planning Framework**
Alberta Health Services

11:00 **Working Collaboratively**
Facilitated Discussion led by RPAP and NADC

12:00 PM **Lunch**

1:00 **Working with the Media**
Rhonda Crooks, RPAP Communications Consultant

2:30 **Physician Retention**
RPAP Community Physician Recruitment Consultants

6:00 **Dinner & Cultural Entertainment**
African Drummers and Irish Dance Troupe

October 28th: Friday

7:30 AM **Breakfast**

8:15 Welcoming Remarks

8:30 **Welcoming and Inclusive Communities**
Todd Odgers, NorQuest College and Sergio
Gaggero, Alberta Employment and Immigration

12:00 PM **Lunch**

1:00 **My Life and Practice in Rural Alberta**
IMG, Dr. Fatokun and Alberta Grad, TBA

2:00 **Closing Remarks**



OCTOBER 26-28, 2011

SAWRIDGE INN & CONFERENCE CENTRE, EDMONTON SOUTH



Venue

Sawridge Inn & Conference Centre

4235, Gateway Blvd., Edmonton South

Ph: 1-888-854-0910



EARLY BIRD: Register by September 30, 2011
and be entered to win a free registration.

Registration and Accommodation

Fees:

\$150.00 (Includes conference, meals and no accommodation)

\$250.00 (Includes conference, meals and two nights' accommodation)

Register by OCTOBER 14, 2011

To Register:

1. Fill out the Registration Form below.
2. Book your hotel room at the Sawridge Inn by calling 1-888-854-0910 and quote "RPAP."
3. Make cheque payable to **The Alberta Rural Physician Action Plan** and mail payment and completed Registration Form to:

Attn: Nicole Soucy, RPAP

2801 Telus House, 10020-100 Street NW

Edmonton, AB T5J 0N3

For more information regarding payment and registration contact:

nicole.soucy@rpap.ab.ca (780-423-9911 ext 105) or

consultants@rpap.ab.ca (780-423-9911 ext 102)

Registration Portion

Last Name _____ First Name _____

Title/Position _____

Agency/Organization _____

Address _____

Email _____ Business Phone _____

Member of _____ Community Recruitment Committee/Support

☐ I am forwarding \$250.00, to **include** accommodations (**I will book my own room. Rates (99.00/night) held until October 14, 2011.**)

☐ I am forwarding \$150.00, and do not require accommodations.

☐ I require an additional guest ticket for Thursday dinner and am forwarding an additional \$40.00.

I am attending the Welcome reception, Wednesday 7:00 p.m. – 8:30 p.m. ☐ Yes ☐ No

I am attending the Dinner and Entertainment, Thursday 6:00 p.m. – 8:30 p.m. ☐ Yes ☐ No

Please indicate food restrictions (we will strive to make allowances). _____

I am bringing an item from my community to donate as a door prize. ☐ Yes ☐ No

Release Information: "I hereby grant The Alberta Rural Physician Action Plan and the Northern Alberta Development Council, its agents, successors and assigns, the right to photograph my image/visual likeness and to use the subject matter worldwide and in perpetuity, for any and all reasonable purposes including, but not limited to printed materials, broadcasting, cable casting, duplicating and distributing."

Signature _____



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www.county.stpaul.ab.ca

Issue Summary Report

7.6 SUSTAINABLE SUBURBS SUMMIT

#20110907004

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

The 3rd Annual Retrofitting & Planning Sustainable Suburbs Summit, is being held on November 8th & 9th, 2011 in Toronto. The agenda can be viewed at <http://www.sustainablesuburbs.ca>.

Topics include:

Retrofitting suburbs through strategic densification
Zoning reform to create more livable suburbs
Integrating land-use and transportation planning
Improving mobility and accessibility for an aging population

Councillor Dach has expressed interest in attending this conference.

Recommendation

As per Council's wishes.

Additional Information

Originated By : pcorbiere



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www.county.stpaul.ab.ca

Issue Summary Report

7.7 AAMD&C FALL CONVENTION - MEETING WITH ALBERTA ENVIRONMENT

#20110908015

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

Alberta Environment will be available to meet with municipalities on November 22 and 23 between 8:30 a.m. and 4:30 p.m. during the AAMD&C Fall Convention.

Recommendation

Council to decide if they want to schedule a meeting with Alberta Environment and if so, we must provide the top three issue topics when we book the meeting.

Additional Information

Originated By : skitz

Government of Alberta ■
Environment

Operations, Northern Region
111 Twin Atria Building
4999 - 98 Avenue
Edmonton, Alberta T6B 2X3
Canada
Telephone: 780-427-7617
Fax: 780-427-7824
www.environment.alberta.ca

August 12, 2011

RECEIVED AUG 15 2011

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

Dear Mr. Upham:

Re: Alberta Association of Municipal Districts and Counties Fall 2011 Convention

Alberta Environment is once again pleased to be part of the Alberta Association of Municipal Districts and Counties 2011 Fall Convention being held at the Shaw Conference Centre* (Rooms 17, 18 and 19)* on November 22-24, 2011.

On behalf of Northern Region staff, I invite you and your delegates to meet with us at the Shaw Conference Centre in Rooms 17, 18 & 19 anytime between 8:30 am and 4:30 pm on November 22-23, 2011, to discuss any issues related to environmental legislation, programs, standards and guidelines or projects. You may phone **Reena Abraham**, from the Edmonton office, at (780) 644-1073** to schedule a meeting. As time is limited, please have your top three issue topics available for Reena to record at the time of scheduling your meeting.

We look forward to working with you as part of another successful AAMD&C convention.

Sincerely,

Shannon Flint

Shannon Flint
Director
Northern Region

Sept Agenda

cc: Rick Brown



* Shaw Conference Centre, 9797 Jasper Avenue NW Edmonton

** To reach any Government of Alberta office toll free, dial 310-0000, and then enter area code and phone number.



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Issue Summary Report

7.8 ALBERTA MUNICIPAL AFFAIRS WORKSHOPS

#20110907005

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

Alberta Municipal Affairs is hosting a series of workshops through the Let's Resolve Training Program. Information on the workshops is attached.

Recommendation

As per Council's wishes.

Additional Information

Originated By : skitz

Appendix 1 for 7.8: Let's Resolve Training Program

Government of Alberta ■

Municipal Affairs

17th floor, Commerce Place
10155 - 102 Street
Edmonton, Alberta T5J 4L4
Canada
Telephone 780-427-2225

August 5, 2011

Ms. Sheila Kitz
Chief Administrative Officer
County of St. Paul
5015 - 49 Avenue
St. Paul, AB T0A 3A4

Dear Ms. Kitz,

Building on the past success of the *Let's Resolve* training program, Alberta Municipal Affairs in partnership with the Alberta Urban Municipalities Association and the Alberta Association of Municipal Districts and Counties is pleased to announce the fall start of the 2011-12 workshop season.

The program, which is specifically designed for municipal staff, elected officials, and community leaders, is committed to supporting local governance through a series of six workshops that enhance skills in negotiation, public input, and workplace conflict management. Workshops combine practical training with skills building exercises and allow participants the opportunity to test their learning.

We always strive to provide training that is cost-effective and relevant to the municipal context. This year we have partnered with municipalities across Alberta to expand the reach of our program and provide even better access to training. Past participants have praised our workshops, saying:

Excellent presenters!..... "Very interactive..."

"Great instructor, good venue, great value for time and money"

"Excellent networking opportunity" ".... very relevant to my needs."

Registration information and an electronic version of the workshop brochure can be found at www.municipalaffairs.alberta.ca/MDRS.cfm. Workshops cost \$125 and include materials, snacks and lunches. Workshop sessions have limited seats so we encourage early registration.

If you require additional information, please contact Cristina Cernucan or Sara Ahlstrom, Municipal Dispute Resolution Services, Municipal Affairs, directly by dialing 310-0000 toll-free in Alberta, then 780-422-8453 or 780-644-3126 respectively.

We encourage you to forward this information to your staff and council, and we look forward to seeing you at the workshops!



Bill Diepeveen
Manager, Municipal Dispute Resolution Services

Attachments

Alberta ■

2011-12 Schedule

2011

Sep 15-16	Town of Devon	Coaching for Conflict
Sep 22-23	Lac Ste. Anne County	Public Input
Oct 13-14	Town of Bassano	Public Input
Oct 24-25-26	Town of High Level	Workplace Conflict
Nov 3-4	Edmonton	Finding Agreement
Nov 16-17-18	Edmonton	Group Facilitation
Dec 1-2	Edmonton	Coaching for Conflict

2012

Jan 18-19-20	MD of Spirit River	Negotiating Effectively
Feb 1-2	Clearwater County	Finding Agreement
Feb 8-9-10	County of St. Paul	Workplace Conflict
Feb 22-23-24	Edmonton	Negotiating Effectively
Mar 5-6-7	Town of High River	Workplace Conflict

Workshops run from 8:30am - 4:00pm daily, and participants are asked to arrive 15 minutes early.

Information on workshop venues and accommodation is available online at www.municipalaffairs.alberta.ca/MDRS.cfm

Registration

Registration opens August 22nd, 2011 and closes 5 business days prior to workshop start dates.

Register for workshops online at www.municipalaffairs.alberta.ca/MDRS.cfm

Workshops cost \$125 per participant and include lunch and snacks. Payment must be made in advance of workshops as per the instructions on the registrant invoice.

Cancellation policy:

All withdrawals must be received 5 working days prior to the course start date and are subject to a \$25 administration fee.

Alberta Municipal Affairs The Let's Resolve Workshops

The Let's Resolve program offered by Municipal Dispute Resolution Services at Alberta Municipal Affairs encourages collaborative governance, provides mediation and dispute resolution support, and offers education courses on interest-based principles of negotiation. The goal is to build municipal capacity and support local solutions to local issues.

The education program is held annually from September to March and is intended for municipal officials and community leaders. The program offers three streams of workshops: negotiation, workplace, and public input.

Contact Us

For more information about the workshops listed in this brochure, please contact:

Sara Ahlstrom

Intermunicipal Mediation Advisor
Municipal Dispute Resolution Services
E. sara.ahlstrom@gov.ab.ca
T 780-644-3126, toll free by dialing 310-0000 first

Cristina Cernucan

Intermunicipal Mediation Advisor
Municipal Dispute Resolution Services
E. cristina.cernucan@gov.ab.ca
T 780-422-8453, toll free by dialing 310-0000 first

The workshops are sponsored by:

Alberta Association of Municipal Districts and Counties
Alberta Urban Municipalities Association
Alberta Municipal Affairs

In partnership with:

Town of Bassano
Town of Devon & Leduc County
Clearwater County
Town of High Level
Town of High River & MD of Foothills
Lac Ste. Anne County
Town of St. Paul & County of St. Paul
MD of Spirit River no. 133, Birch Hills County, Saddle Hills County & Village of Rycroft

Workshops 2011 – 2012

NEGOTIATION SERIES

Finding Agreement
Negotiating Effectively

WORKPLACE SERIES

Workplace Conflict
Coaching for Conflict Resolution

PUBLIC INPUT SERIES

Public Input
Group Facilitation



Municipal Dispute Resolution Services

Alberta Municipal Affairs
17th Floor Commerce Place
10155 - 102 Street
Edmonton, Alberta T5J 4L4
www.municipalaffairs.alberta.ca/MDRS.cfm

Government
of Alberta ■
Municipal Affairs

NEGOTIATION SERIES

Finding Agreement (2-day course)

This introductory course is designed specifically for community leaders, including administrative and elected officials. The objective of the workshop is to assist participants in gaining an understanding of conflict sources, dynamics and attitudes and the impact this has on the conflict resolution process. This course will give participants the skills to better collaborate with others, resolve difficult issues, and reach effective agreements.

Instructor

Barbara McNeil brings a wealth of knowledge and experience in teaching a variety of conflict management courses, such as mediation, negotiation, and effective communication.

Edmonton November 3-4, 2011
Clearwater County February 1-2, 2012

Negotiating Effectively (3-day course)

This three-day workshop introduces participants to the principled, interest-based negotiation model and delves into the communication skills introduced in Finding Agreement. Building on theory articulated by Harvard educators Fisher and Ury in their book *Getting to Yes*, this workshop provides hands-on negotiation training. This model is based on clarifying and understanding the issues, interests and feelings of parties involved in negotiation or conflict.

Instructor

Jessica McNamara and the co-instructors at ADR Education are nationally recognized in the field of dispute resolution and have developed and taught workshops for federal and provincial governments, the RCMP, major law firms and First Nations. They are effective, engaging and highly interactive instructors.

MD of Spirit River January 18-19-20, 2012
Edmonton February 22-23-24, 2012

Registration opens August 22nd, 2011 and closes 5 business days prior to workshop start dates. Register for workshops online at www.municipalaffairs.alberta.ca/MDRS.cfm

WORKPLACE SERIES

Workplace Conflict (3-day course)

This workshop is intended to develop skills in resolving personnel conflicts where a participant is either a party to the conflict or is responsible for the staff involved in the conflict. The workshop provides the necessary skills to enable managers and staff to create a collaborative conflict resolution process to resolve human resource issues, and the workshop looks at conflict dynamics in the workplace.

Instructor

Jamie Chicanot and the co-instructors at ADR Education are nationally recognized in the field of dispute resolution and have developed and taught workshops for federal and provincial governments, the RCMP, major law firms and First Nations. They are effective, engaging and highly interactive instructors.

Town of High Level October 24-25-26, 2011
County of St. Paul February 8-9-10, 2012
Town of High River March 5-6-7, 2012

Coaching for Conflict Resolution (2-day course)

Conflict resolution coaching is an informal approach in situations where people are drawn into conflict as third parties. They typically become involved because they are close to the conflict and one of the conflicted parties has approached them for help. This informal role is the most common third party role played in conflict and yet few people have had the opportunity to focus on this role and learn what works effectively. Participants will learn and hone the skills and attitudes needed to coach, not mediate, someone through a conflict.

Instructor

Michael Scheidl and the team at Alberta Municipal Affairs—including Bill, Sara, Blaine, and Cristina—have extensive experience in workplace coaching and facilitation promoting municipal collaboration.

Town of Devon September 15-16, 2011
Edmonton December 1-2, 2011

PUBLIC INPUT SERIES

Public Input (2-day course)

This workshop is designed to provide municipal leaders with the tools and skills to design, deliver, and facilitate effective public input and events within a municipal setting. Alberta Municipal Affairs worked with five municipal partners to create this course and related toolkit. The toolkit materials, specifically designed for use by small and mid-sized Alberta municipalities, are particularly relevant for staff involved in land-use planning, development approvals, recreation, and other areas where there is the potential for a high level of public interest and involvement in a project. Copies of the toolkit will be provided to all participants.

Instructor

Andrew Fulton and the co-instructors at ADR Education are nationally recognized in the field of dispute resolution and have developed and taught workshops for federal and provincial governments, the RCMP, major law firms and First Nations. They are effective, engaging and highly interactive instructors.

Lac Ste. Anne County September 22-23, 2011
Town of Bassano October 13-14, 2011

Group Facilitation (3-day course)

This workshop begins with a one day refresher on facilitation principles. Days two and three provide in-depth information and use a participative and interactive format to discuss the focused conversation and the consensus workshop methods in detail. The course gives participants ample opportunity to practice what they have learned and will be of specific interest to municipal staff that are called upon to lead/facilitate public forums.

Instructor

Gene Roach brings experience in the area of public engagement and is an associate with the Institute of Cultural Affairs, an international organization specializing in organizational and community development in over 35 countries worldwide.

Edmonton November 16-17-18, 2011

Information on workshop venues and accommodation is available online at www.municipalaffairs.alberta.ca/MDRS.cfm



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.9 2012 FCM CONFERENCE - SASKATOON

#20110908009

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

The 2012 FCM Conference will be held June 1-4, 2012 in Saskatoon and Councillor Dach has expressed interest in attending.

If this conference is approved, we can watch to see when the rooms become available and book them early so Council can stay close to the TCU Conference Centre. However, if rooms are reserved now, one night stay will be immediately charged and becomes non-refundable.

Recommendation

As per Council's wishes.

Additional Information

Originated By : skitz



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www.county.stpaul.ab.ca

Issue Summary Report

7.10 ST. PAUL REGIONAL HIGH SCHOOL PROVINCIAL VOLLEYBALL TOURNAMENT #20110907009

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

St. Paul Regional High School is requesting financial assistance to assist with the cost of hosting the ASAA 2011 High School girls Volleyball provincial Championship from November 24 to 26.

They are also requesting the Reeve or designate to attend the opening ceremonies and give a short welcoming speech.

Recommendation

Motion to approve a \$1,000 grant for St. Paul Regional High School to assist with the costs of hosting the ASAA 2011 High School Girls Provincial Volleyball Championship as per County policy ADM-51.

Additional Information

Originated By : pcorbiere



École Régionale St. Paul Regional School

4701 - 44 Street
St. Paul, Alberta
T0A 3A3

Phone * (780) 645-4491
Fax * (780) 645-3279

Friday June 17, 2011

Dear County of St. Paul,

On November 24, 25 & 26, St. Paul Regional High School will be hosting the ASAA 2011 High School Girls Volleyball Provincial Championships. We have won the bid application and are now in the process of making the preparations and planning of the event. We will be working hard to host a great provincial championship all the while showcasing our town and what it has to offer to our guests.

We will be hosting eleven other teams from around the province for three days. All the teams will be spending three nights during the competition. We are looking at having 165 athletes and coaches guests not to mention the referees, parents and other supporters from their respective team visiting St. Paul. We would like to apply for the provincial host funding. If there is any paper work that needs to be filled out, please let us know.

We will be having our opening ceremonies on Thursday November 24th in the morning at St. Paul Regional High School and having our banquet at the St. Paul Senior Citizen Club on Thursday evening. The volleyball competition will begin on Thursday afternoon and run through to Saturday evening.

We would also like to RSVP Reeve Robert Bouchard's attendance or designate and request that he prepare a short welcoming speech to our athletes, coaches and other guests on Thursday November 24th at 10:00am at the St. Paul Regional High School Gym.

We have appreciated the provincial funding that you have provided for us in the past and any potential funding that we receive from the County of St. Paul will go towards paying for expenses, such as the banquet, hospitality and printing expenses.

If you have any questions or concerns, please do not hesitate to contact me at St. Paul Regional High School @ 780-645-4491 or by email hank_smid@sperd.ca.

Sincerely,

Hank Smid
Senior Girls Volleyball Coach
Athletic Director
St. Paul Regional High School

Mrs. N. Brousseau
Principal

Mr. M.
Tichkowsky
Assistant Principal



County of St Paul No 19
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.11 REQUEST FOR FUNDING - ENVISION EDMONTON

#20110907006

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

Envision Edmonton is a group working to keep the City Centre Airport open and they are embarking on an awareness campaign beginning the first week of September. They will be holding Town Hall meetings and inviting local citizens to participate.

They are requesting a financial contribution of one dollar (\$1.00) per resident to help cover advertising costs, travel, accommodation and meal expenses incurred throughout the campaign.

Recommendation

As per Council's wishes.

Additional Information

Originated By : skitz

RECEIVED AUG 31 2011

August 25, 2011

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

Attention: Chief Administrative Officer

Envision Edmonton has been working to keep the Edmonton City Centre Airport (ECCA) open for all Albertans for over one year now. Although our organization has not made headline news of late, we have continued to pursue our efforts to keep the ECCA available to your community.

In 2010, Envision Edmonton ran a petition campaign to have the ECCA question put on the ballot. The City of Edmonton did not accept the fact that over 92,500 of its residents wanted the question asked at the last municipal election. The validity of whether this should be put to a ballot is still ongoing in a court of law and an appeal hearing is yet to be scheduled.

Our organization is embarking on an awareness campaign starting the first week of September throughout Northern Alberta. We will be holding town hall meetings and inviting local citizens to participate in the effort to keep the City of Edmonton easily accessible to their community. The ECCA is not only important for industry and access to the Capital of Alberta, but for Medevac and health care on your local level. The reduction of medical access to specialized services should be a concern for all rural Albertans and the communities in which they reside.

Envision Edmonton's future does not stop after the Provincial Leadership Election. Regardless of which candidate may be chosen to be Alberta's next Premier, Envision Edmonton will continue to work with the Province and new cabinet for them to take a role in the ECCA issue. As Envision Edmonton's mandate lies in keeping the ECCA open, we will continue until the Province of Alberta realizes the implications resulting from closure. The Province must place the health care needs of all Albertans ahead of any financial gains closure that may present.

. . . 2

County of St. Paul No. 19

August 25, 2011

Page 2

As you are aware, campaigns do not come for free. The September campaign will see our group incurring advertising costs, travel, accommodation and meal expenses as well as venue rentals. In addition to that will be video production costs and honorariums for the volunteers that will donate their time. Envision Edmonton will be continuing with its legal avenues currently underway and with that comes legal expenses.

Again this year, Envision Edmonton is asking for your help. We are requesting a contribution of one dollar (\$1.00) per resident towards our ongoing efforts to help ensure that the ECCA remains available for members of your community. This is a small price to ensure that the best medical access is available to specialized services that your residents may require.

Your earliest attention to this matter is greatly appreciated.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Eugene Strilchuk', with a stylized, flowing script.

Eugene Strilchuk
Executive Director



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.12 TRAILER PURCHASE

#20110908002

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

Further to the discussions at the August Public Works Meeting, we require a motion from Council to approve the purchase of a 7 ft x 14 ft Heavy Duty Hydraulic Dump Trailer.

Recommendation

Motion to approve the purchase of a 7 ft x 14 ft Heavy Duty Hydraulic Dump Trailer from Trailer Canada at a price of \$8,688.46.

Additional Information

Originated By : Idemoissac

TRAILER CANADA

5037 50 Avenue, P.O. BOX 130
 St Paul, AB T0A 3A0
 Phone (780) 645-6998 Fax (780) 645-6506
 www.trailercanada.com

**Quote: Q1-5102**

Date: Aug 22 2011 11:07AM

Ship To

COUNTY OF ST PAUL (CONTRA), KIM HEYMAN
 5015 49 AVE
 ST PAUL, AB, CANADA T0A 3A4

Attn: KIM HEYMAN
 Phone 645-3301 Fax 645-3104
 Email: countysp@county.stpaul.ab.ca

Bill to:

COUNTY OF ST PAUL (CONTRA), KIM
 HEYMAN
 5015 49 AVE
 ST PAUL, AB, CANADA T0A 3A4

Attn: KIM HEYMAN
 Phone 645-3301 Fax 645-3104
 Email: countysp@county.stpaul.ab.ca

ALL RETURNS SUBJECT TO RE-STOCKING CHARGES

Cust #	Terms	SALES PERSON			
3046		RON			
VENDOR PLU	DESCRIPTION	QTY	UNIT PRICE	Unit Disco	AMOUNT
168DM-I235BE	w/extra lar 16" X 6" 8 ON 6.5" LOAD RANGE "E" 3,520LB CAP 10 PLY ON 16 IN WHITE MOD WHEEL CURRENT HEAVY DUTY CONSTRUCTION	1 EA	280.46		280.46
ETX	ENVIRO TIRE TAX CHG @ \$4.00/ TIRE	5 /TIRE	4.00		20.00
GOODS REMAIN PROPERTY OF THE SELLER UNTIL PAID IN FULL					

Regular Price: \$8688.46 Your Savings: 0%, \$0.00**SUBTOTAL 8,688.46****GST 434.42****TOTAL \$9,122.88**

FOR MORE INFORMATION CALL TOLL FREE 1.888.645.6998,
[HTTP://WWW.TRAILERCANADA.COM](http://www.trailercanada.com)
 PLEASE DOWNLOAD OUR COMPLETE PARTS CATALOGUE ONLINE
 ALL QUOTES ARE BASED ON CASH PAYMENTS
 ALL ELECTRONIC COMPONENTS ARE NOT RETURNABLE
 A 25 % RE-STOCKING CHARGE APPLIES TO ALL RETURNED PARTS
 QUEBEC TAX #1215854741TQ0001 PARTS/ TIRE TX #1215854741TQ0002

RECEIVED BY

PRINT NAME _____

SIGNATURE X _____**Total Items: 2**

WI-4-7.192.147GBO

TRAILER CANADA

5037 50 Avenue, P.O. BOX 130
 St Paul, AB T0A 3A0
 Phone (780) 645-6998 Fax (780) 645-6506
 www.trailercanada.com

**Quote: Q1-5102**

Date: Aug 22 2011 11:07AM

Ship To

COUNTY OF ST PAUL (CONTRA), KIM HEYMAN
 5015 49 AVE
 ST PAUL, AB, CANADA T0A 3A4

Attn: KIM HEYMAN
 Phone 645-3301 Fax 645-3104
 Email: countysp@county.stpaul.ab.ca

Bill to:

COUNTY OF ST PAUL (CONTRA), KIM
 HEYMAN
 5015 49 AVE
 ST PAUL, AB, CANADA T0A 3A4

Attn: KIM HEYMAN
 Phone 645-3301 Fax 645-3104
 Email: countysp@county.stpaul.ab.ca

ALL RETURNS SUBJECT TO RE-STOCKING CHARGES

Cust #	Terms	SALES PERSON			
3046		RON			
VENDOR PLU	DESCRIPTION	QTY	UNIT PRICE	Unit Disco	AMOUNT
HDT714	7 FT X 14 FT HEAVY DUTY HYDRAULIC DUMP TRAILER C/W 6" CHANNEL FRAME, 2-7K AXLES, ST235/80R 16" RADIALS 7' x 14' All steel constructed 2' high fabricated metal sides 2" x 4" stake pockets "D" rings on outside corners Welded anchor tie downs Gravel style & double swing door w/cam-latch Slide in ramps 2 x 7,000lb H.D. slipper suspension Electric brakes on all wheels Yes 235/80R 16" radials (10ply) on 8 bolt white mod rims 6" channel frame 3" channel cross-members Nordic Scissor Hoist DOT approved Lighting Yes Yes Break-Away Kit Yes 12,000lb drop leg jack Heavy Duty Safety Chains Yes 2 5/16" bulldog coupler Electric over hydraulic pump	1 EA	8,388.00		8,388.00

Continued on Next Page ...



County of St Paul No 19
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.13 D3 PURCHASE

#20110908003

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

Further to the August Public Works Meeting, we require a motion from Council to approve the purchase of the D3K from Finning.

Recommendation

Motion to approve the purchase of the D3K from Finning at a price of \$112,000.

Additional Information

Originated By : Idemoissac

COUNTY OF ST. PAUL

Group Quote No:

Quote No: DC1675

Quote Date: August 22, 2011

D3K LGP TRACK-TYPE TRACTOR - FINNING STANDARD

OPERATOR ENVIRONMENT

ROPS/FOPS Canopy
Seat, air suspended, cloth or vinyl
Seatbelt, retractable 3" (76mm)
Foot Pads, dash
Electronic Monitoring System
with gauge for:
engine coolant temperature,
hydraulic oil temperature and
fuel level.
Travel speed limiter, electronic
Engine RPM and gear display
Hour meter, electronic
Engine air cleaner service indicator,
electronic
Water-in-fuel indicator, electronic
Throttle switch, rotary
Controls, seat mounted, fore/aft
adjustment
Armrests, adjustable
Mirror, rearview, inside
Single pedal combining deceleration and
braking functions
Independent forward/reverse speed
settings
Powerport, 12 volt
Coat hook
Storage compartment
Cup holder
Floor mat, rubber, heavy duty

ELECTRICAL

Alternator, 120 Amp, heavy duty brushless
Alarm, backup
Horn, electric
Batteries, heavy duty, maintenance free,
750 CCA.
Diagnostic connector
Starter electric 12V

UNDERCARRIAGE

Salt undercarriage (41 - section)

POWERTRAIN

Caterpillar C4.4 ACERT diesel engine
turbocharged
Aluminum bar plate cooling system
(radiator, powertrain)
Air cleaner with precleaner, automatic
dust ejection and under-hood intake
Dual path, closed-loop, hydrostatic
transmission
Fuel priming pump
Fuel/water separator
Muffler, under hood

OTHER STANDARD EQUIPMENT

C - Frame, variable pitch link,
hydraulic cylinders and lines
Engine enclosures
Front pull device
Rigid drawbar
Ecology drains (engine, powertrain and
implement oil, and engine coolant)
Scheduled oil sampling ports (engine,
powertrain implement oil)
Vandalism protection
Heavy Duty crankcase guard

WARRANTY

Full Machine: 12 Month, Unlimited Hours

HYDRAULICS

3 valve
Load sensing hydraulics
Single lever, three function control
Hydraulic pump and oil

COUNTY OF ST. PAUL

Group Quote No:

Quote No: DC1675

Quote Date: August 22, 2011

D3K LGP TRACK TYPE TRACTOR - FINNING STANDARD

OPTIONS INCLUDED IN FINNING#10

**OPTIONS LISTED BELOW MAY SUPERSEDE
ITEMS ON PREVIOUS PAGE**

D3K LGP TRACTOR

CAB, ROPS

SOUND SUPPRESSION, OMISSION, STD

RADIO, AM/FM CD PLAYER

SEAT, CLOTH, AIR SUSPENSION

INSTALLATION ARRANGEMENT, WINCH

UNDERCARRIAGE, SALT

TRACK, 25", MS, SALT, LGP

COUNTERWEIGHT, FRONT

MOUNTING, WINCH

STARTING AID, ETHER

HEATER, ENGINE COOLANT (120V)

CONTROL, BLADE, NON ACCUGRADE

BLADE, D3K LGP

HYDRAULICS, 4 VALVE, WINCH

INSTRUCTIONS, ISO

LIGHTS, 6

GRILL, RADIATOR, STANDARD

SCREEN, SIDE

SCREEN, REAR, CAB

GUARD, REAR, OMISSION

PARTS BOOK, PAPER

INSTRUCTIONS, ENGLISH

ANTIFREEZE, -50C (-58F)

COUNTY OF ST. PAUL

Group Quote No:

Quote No: DC1675

Quote Date: August 22, 2011

ONE ONLY - D3K LGP TRACK TYPE TRACTOR

FINNING STANDARD : Ex Works - Surrey

FOB EDMONTON/CALGARY

GOVERNMENTAL WARRANTY/PRICING

IN LIEU OF #10 WARRANTY/PRICING, TO BE USED WITH MATRIX
GOVERNMENTAL PROGRAMS INCLUDES:
STANDARD GOVERNMENTAL WARRANTY

GOVERNMENTAL EXT 60/5000 PREMIER WARRANTY

TRAVEL COVERAGE F/U/W 60 MONTH EXT WARRANTY

ONLY FOR USE WITH 60 MONTH EXT WARRANTY

Freight Out

TOTAL SELLING PRICE : Ex Works - Surrey

\$112,000



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Issue Summary Report

7.14 LETTER - BARRY KUBINCHAK

#20110908007

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

Attached is a letter from Barry Kubinchak, owner of Lots 1 & 2, Plan 701HW, requesting to be connected to the County sewer system. He has had issues with flooding on his property for the past 5 years. He has been advised that his drainage should have been dug deeper and filled with more drainage material.

Also attached are the specs for a grinder pump station. The quote for the grinder pump is approximately \$26,000.

Recommendation

As per Council's wishes.

Additional Information

Originated By : skitz

To The County Of St. Paul,

I have been having sewer issues for a while now and have discussed it with our local representatives. This issue has now been going on for the last 5+ years as I had issues with it flooding and it was discovered that it was a broken water line that the county fixed. I also had my sewer drainage dug up to see if it was installed properly. (this is a newer sewer field install in 2001 and passed by the county of St. Paul) I had an independent representative look at it and their conclusion was that the drainage should have been dug deeper and filled with more drainage material so that it had time to disperse into the ground and work the way that it should ,the way that it is installed it was explained that my property is low and sitting on a blue clay bottom with will not allow proper drainage, there for the digging deeper and adding the proper drainage would have solved the problem. The county people that were here at the time said that it was properly installed and should work .This is not the case I have trouble every time we have a wet year . I feel that we should be hooked up to town sewer as we are on a metered water system and pay the same amount of taxes if not more than some of the properties here. .I also own the adjacent property and have issues with the sewer there also the property next door has a pump out and this floods my property as the pump out is dispersed to the corner of my property. I go through this every spring with the flooding .I have been told that I would have to pay any where from 100,000.00 to 60,000.00 dollars to have the town sewer installed , I think that this is very unfair! I know that their should be a hook up fee which I would agree on. I feel that I am part of the existing town and this is not a new development this should be supplied by the county .Please help me with this problem as it is also environmentally unsafe!

Yours Sincerely ,
Barry Kubinchak



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[Introduction](#) | [Product Catalog](#) | [Technical Reprints](#) | [Case Studies](#) | [Service](#) | [Distributor Locator](#)

PRODUCT CATALOG

Grinder Pumps

Panels

Specifications

Pump Curve

3000 Series Lift Stations

3000 Series Panels

3000 Series Specs

3000 Series Curves

Air Release Station

Explosionproof

Laterals

LPS Design

Price Lists

E/One Mapping

E/One Finance

LINKS

2000 Series Pumps

Download Brochures

Design Center

Webinars

E/One Sewer Blog

Distributor Connection

GRINDER PUMP STATIONS

[D-Series](#) | [W-Series](#) | [Indoor Station](#) | [Upgrade](#)

D-Series | DH152

The E/One model DH152 duplex grinder pump station is an ideal choice for multiple single-family homes. Grinder pumps send wastewater from the home to the central sewer and/or treatment system through small-diameter pipes.

Featuring the new E/One Extreme grinder pump, the DH152 offers a new level of reliability and ruggedness.



- 12' 6" DEEP
- 4" INLET, 2" OUTLET.
- \$13,000.00 INCLUDES PANEL + 2ND PUMP.
- DIRECTIONAL DRILL 200m @ 40.00/m
\$8000.00
- PIPE \$2000.00
- TRAC HOE WORK - \$3000.00
ESTIMATED TOTAL - \$26,000.00

[Features](#) | [Operational Information](#) | [Drawings & Installation Instructions](#)

Features

The DH152 grinder pump station consists of two pumps and tank. The grinder pumps, motor controls and level-sensing are integrated into a compact unit, easily removable for service.

Solids are ground into fine particles that pass easily through the pumps, check valves and small-diameter pipe lines — even objects that should not be in sewage, such as plastic, rubber, fiber, wood, etc. The 1-1/4" discharge connections can be adapted to any piping materials that meet local code requirements.

The tank is made from tough, corrosion-resistant HDPE. The optimum tank capacity of 150 gallons is based on computer studies of water usage patterns. A single DH152 is ideal for one, average single-family home and can be used for up to 12 homes where codes allow and with consent of the factory. The DH152 can accommodate flows of 3000 gallons per day.

The grinder pumps are automatically activated and, because they run infrequently and for very short periods, its annual electric energy consumption is typically that of a 40-watt light bulb.

E/One grinder pumps do not require preventive maintenance and boast an average of eight to 10 years between service calls. If service is required, the unique, one-piece core eliminates the need for in-field troubleshooting and servicing — the pump core can be quickly pulled out and replaced, meaning minimal maintenance costs and inconvenience for the homeowner.

Units are available for indoor and outdoor installations. Outdoor units accommodate a wide range of depths.

Operational Information

Motors

1 HP, 1725 rpm, high torque, capacitor start, thermally protected, 240 or 120 volt, 60 hertz, 1 phase

Inlet Connections

4" inlet grommet standard for DWV pipe. Other inlet configurations available from factory.

Discharge Connections

Pump discharge terminates in 1-1/4" NPT female thread. Can easily be adapted to 1-1/4" PVC pipe or any other material required by local codes.

Discharge*

15 gpm at 0 psig
11 gpm at 40 psig

7.8 gpm at 80 psig

Overload Capacity

Maximum pressure that the pump can generate is limited by motor characteristics to a value well below the rating of the piping and appurtenances. Automatic reset feature does not require manual operation following overload.

US and foreign patents issued and pending.

*Discharge data includes loss through check valve, which is minimal.

Drawings & Installation Instructions

[DH152 Drawings \(PDF, 1.3 mb\)](#)

[DH152 Drawings \(zipped DXF, 1.3 mb\)](#)

[DH152 Installation Instructions \(PDF, 2 mb\)](#)

[Specification — with "Wired" Level Sensor \(DOC\)](#)

[Specification — with "Wireless" Level Sensor \(DOC\)](#)

Environment One Corporation
2773 Balltown Road, Niskayuna, NY 12309-1090
T: 518.346.6161 F: 518.346.6188
eone@eone.com



County of St Paul No 19
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.15 REQUEST TO USE COUNTY ROAD ALLOWANCE TO ACCESS TO TOWN OF ST. PAUL WATER LINE

#20110907008

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

Further to the August Public works meeting, we have received a letter from local residents who are requesting permission from the Town of St. Paul to hook up to the town water line that is presently being installed to the Xtreme Shop on 57th Street. If the Town approves their request, they are requesting the County's permission to bury the water line within the road allowance.

Recommendation

As per Council's wishes.

Additional Information

Originated By : skitz

Appendix 1 for 7.15: Request to Connect to Town Water Line

August 15, 2011

Town Of St. Paul
5101 – 50 St.
St. Paul, Alberta
TOA 3A0

County Of St. Paul
5015 – 49 Av.
St. Paul, Alberta
TOA 3A4

Attention: Ron Boisvert CAO and Town Council
Attention: Sheila Kitz CAO and County Council


Re; Town water line hook-up

To whom it may concern:

We the undersigned are requesting permission from the Town of St. Paul to hook up to the town water line that is presently being installed to the Xtreme shop on golf course road north, 57th Street. At the present time we are acquiring prices on the feasibility for obtaining town water to our residences. We are also requesting the County Of St. Paul's permission to bury the water line within the road allowance. For more information please contact Leo de Moissac at 780-210-0759.

Yours truly,

Leo & Marlene de Moissac

 Marlene de Moissac

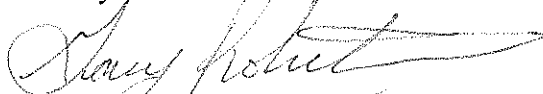

Dan & Rebecca Corriveau

 Dan Corriveau

Danny & Cheryl Robertson

 Danny Robertson

Gary & Jen Robertson

 Gary Robertson
 Jen Robertson



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5015 ~ 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.16 TREES FOR MALLAIG CEMETERY

#20110908014

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

Councillor Corbiere received a request to bring in some spruce trees by the Cemetery west of Mallaig where the County did some landscaping earlier this spring. He would like to move in some spruce trees approximately 8 feet high. The cost to move these trees in with a tree planter will be approximately \$2600.00. If approved these trees can be moved before the end of September.

Recommendation

As per Council's wishes.

Additional Information

Originated By : dbergheim



County of St Paul No 19
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.17 ELK POINT/ST. PAUL REGIONAL WATER COMMISSION

#20110908011

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

Attached is a copy of the updated Business Plan.

Council to consider the following motions which are required for the Commission Application.

Recommendation

Business Plan Motion that the Council of the County of St. Paul has reviewed and approves the 2011 Business Plan for the Elk Point/County of St. Paul Regional Water Commission.

Rates Motion that the Council of the County of St. Paul has reviewed the rates and debt as outlined in the Elk Point/County of St. Paul Regional Water Commission Business Plan and acknowledges the rate calculation method and the rates set out for water services for 2011 to 2015.

Membership in Commission Motion that the County of St. Paul be a member in the Elk Point/St. Paul Regional Water Commission.

Additional Information

Originated By : skitz

Elk Point / St. Paul Regional Water System Business Plan

Draft 5 – August 5, 2011
With Revisions to Adjust timing of the
Development of the System

Presented to Member Municipalities for Approval

Member Municipalities

Town of Elk Point
County of St. Paul No. 19

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Elk Point / St. Paul Regional Water System

Business Plan – Draft 5.0, August 5, 2011

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Elk Point / St. Paul Regional Water System Business Plan – Draft 5.0, August 5, 2011

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The Tables in this Plan are created using an interlinked spreadsheet. The amounts highlighted in yellow indicate those values that are variables within the spreadsheet. Those values not highlighted are created by calculation and formulae. As such, some columns of numbers because of rounding, may not add up exactly.

List of Figures

Figure 2.1 –	System Service Area
--------------	---------------------

Executive Summary

Background

The Town of Elk Point (Elk Point) and the County of St. Paul No. 19 (County) propose to join together through the creation of the Elk Point / St. Paul Regional Water Commission (Commission), to develop a regional system (System) that will meet the long term drinking water needs of Elk Point and the South east sector of the County. Currently Elk Point is faced with significant costs for the immediate expansion and substantial upgrading of its water treatment facilities to meet present quality standards. The County has no existing water supply or distribution systems within this area of the County to serve potential development. The Municipalities have concluded that a cooperative, regional approach would be best address these supply issues and have prepared a Business Plan which will set out the System to be developed, the manner in which it would be operated, the expected capital costs and funding and the projected operating costs and rates needed to raise the required revenue.

Elk Point / St. Paul Regional Water System

The System, to be developed with major funding from the Government of Alberta through the Water for Life program, would provide for the estimated 25 year water requirements of Elk Point. The System would also make available up to 20% of the projected Town water volumes for development within the County in the vicinity of the transmission line. The System capacity would allow for a 1.5% average annual growth in the Town and up to 360 litres per person per day. Treated water would be purchased from the Town of St. Paul and conveyed by a 23 km transmission line to Elk Point.

As part of the development of the System, the Town of St. Paul's Water Treatment Plant (St. Paul WTP) would be upgraded in order to be able to supply the long term needs of the System. The Commission would obtain a license to divert raw water from the North Saskatchewan River for treatment through the St. Paul WTP. Elk Point would be able to discontinue operation of its existing water treatment facilities.

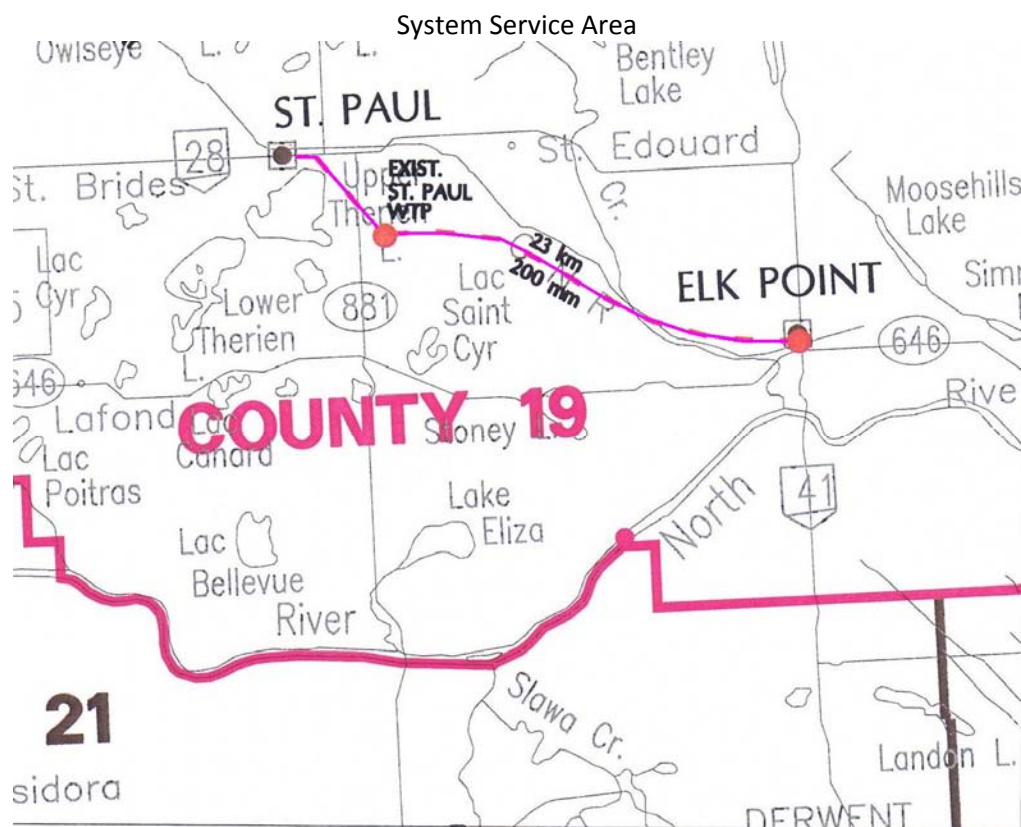
Elk Point would continue to be responsible to operate its water distribution system while the County would be responsible to develop or regulate the development of any new distribution system that might be constructed within the County

Timing of Development

Subject to funding and regulatory approval, the following components of the System would begin constructed in 2012 with the:

1. pipeline commencing operation about September 1, 2012, and
2. the upgrading of the St. Paul WTP completed during 2013.

Elk Point / St. Paul Regional Water System Business Plan – Draft 5.0, August 5, 2011



Capital Costs and Financing

The estimated capital cost of upgrading the St. Paul WTP, and constructing the pipeline to Elk Point is 11.4 Million. Provincial Funding has been approved which will provide \$8.57 Million through the Water for Life Program, about 92% of the total cost.

The Commission would fund the remaining \$730,000 through long term borrowing by way of a 25 year fixed debenture. This Plan is calculated using an interest rate of 5% though at present, the market rate is lower than that. Approval of the Minister of Municipal Affairs for the extension of debt limits for the Commission would be required.

Details of capital costs and financing are set out in the table following.

**Elk Point / St. Paul Regional Water System
Business Plan – Draft 5.0, August 5, 2011**

**Elk Point / St. Paul Regional Water System
Projected Capital Expenditures and Financing
By Component**

Capital Costs

Upgrade to St. Paul WTP	\$2,000,000
St Paul to Elk Point Transmission Line	\$7,300,000
Total Capital Cost	\$9,300,000

Capital Funding**Water for Life Grant Program**

Eligible Costs - Treatment	\$2,000,000
Share - Treatment	100.00%
Eligible Costs - Transmission Line	\$7,300,000
Share - Transmission	90.00%
Calculated Grant	\$8,570,000
Commission Funding	\$730,000
Total Capital Financing	\$9,300,000

System Operating Costs and Revenues

The Business Plan projects the operating costs and revenue requirements for a five year period, 2012 to 2016, with 2013 being the first full year of operation of the System. The operating costs are made up of 5 primary components:

- **Governance and Administration Costs:** associated with the Commission Chair, the services of a Chief Administrative Officer and the general administration of the Commission. This cost, about \$20,000 in 2012, would be funded 80% by Elk Point and 20% by the County.
- **Debt Repayment Costs:** the annual principal and interest payments for the capital borrowing for the System development. The borrowing would be drawn in two parts, one in 2012 and the other in 2013. The annual payments would begin in 2013 at about \$47,000 rising to \$52,000 in 2014. These annual costs would be attributed proportionally to each Member based on its respective share of the 25 year System capacity of the System. The Members would pay these amounts to the Commission directly.
- **Water Supply Costs:** associated with the purchase of treated water from the Town of St. Paul. The purchase rate for this water has not been finalized with the Town and for the purposes of the Plan an estimate of \$0.80 per cubic meter (m3) is used with an escalation of rate provided in subsequent years. Dependent on actual volume purchased, the estimated cost of this would be \$170,000 in the initial year rising to nearly \$225,000 by year 2016.
- **Water Transmission Costs:** associated with the operation of the transmission line to Elk Point. Annual cost is about \$45,000 annually. These operating costs, rising annually with increasing volumes and inflation, and would be recovered through water rates.

Appendix 1 for 7.17: Elk Point/County of St. Paul Business Plan

Elk Point / St. Paul Regional Water System Business Plan – Draft 5.0, August 5, 2011

- Transfer to Reserves: funds transferred to operating reserves for emergency response and rate stabilization and to capital reserves for future capital replacement and upgrading. Over the 5 year period, about \$190,000 is proposed to be transferred to these reserves from revenue associated with water rates.

Rates

As a general principle, rates for the supply of water services would be charged to the Members at a uniform rate per cubic meter (m3) on actual volume of water delivered to the Member. However, to ensure that the Commission is able to meet its fixed costs in years where water consumption is significantly lower than forecast, Members would be charged for a minimum of 90% of the volume estimated for that year.

The projected rate and its components for the years 2012 to 2016 are:

	2012	2013	2014	2015	2016
Purchase of Water	\$0.80	\$0.85	\$0.90	\$0.92	\$0.94
Operations	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
Capital Reserves	\$0.00	\$0.00	\$0.00	\$0.00	\$0.10
Operating Reserves	\$0.14	\$0.21	\$0.20	\$0.19	\$0.08
Surplus	\$0.16	\$0.04	\$0.05	\$0.04	\$0.03
Total Rate	\$1.30	\$1.30	\$1.35	\$1.35	\$1.35

1. Introduction

1.1 Definitions

In this Plan:

- i) “Board” is the Board of the Commission constituted under the bylaws of the Commission,
- ii) “Elk Point” means the Town of Elk Point,
- iii) “Commission” means the proposed Elk Point / St. Paul Regional Water Commission,
- iv) “County” means the County of St. Paul No. 19,
- v) “Director(s)” means the representative or representatives of the Members duly appointed to the Board,
- vi) “Member” means one of Elk Point or the County in the context of membership of the Commission,
- vii) “Members” means Elk Point and the County collectively in the context of membership of the Commission,
- viii) “Municipality or Municipalities” means Elk Point or the County individually or collectively,
- ix) “Plan” means Elk Point / St. Paul Regional Water System Business Plan,
- x) “System” means the Elk Point / St. Paul Regional Water System,
- xi) “St. Paul” means the Town of St. Paul, and
- xii) “St Paul WTP” means the Town of St. Paul Water Treatment Plant.

1.2 Project Background

1.2.1 Water Needs and Existing Water Supply Facilities

Recognizing their common needs to provide for the long term water supply for their respective communities, the Municipalities have commissioned a series of engineering studies to examine the options of continued separate approaches and a regional solution. St. Paul has joined the Municipalities in examining the role that the St. Paul WTP might play in providing for the regional supply of water.

Town of Elk Point

Elk Point currently operates a water treatment facility which draws water from the North Saskatchewan River to meet its municipal water needs.

Elk Point / St. Paul Regional Water System Business Plan – Draft 5.0, August 5, 2011

1. The capacity of the present raw water storage is at the point of being unable to supply the current water demands of the Municipality and certainly has no ability to provide for the long term growth of the community. As well, these ponds are subject to algae blooms in the late summer. For continued use as a long term raw water supply, this storage capacity would have to be nearly doubled from the present 160,000 cubic meters (m³) to 267,000 m³.
2. The existing Elk Point WTP is a Class 2 plant constructed in 1987 with the most recent upgrades in 2002. With a design capacity of 4,497 m³ per day, the plant has a hydraulic capacity to meet the long term needs of Elk Point. However, TTHM (Total Trihalomethane) levels above Health Canada guidelines have been detected. To continue to be used for long term supply for the Municipality, the Elk Point WTP would require the addition of pre-treatment processes for TTHM, future filtration upgrades based on turbidity evaluation and the renewal of aging pumps and other equipment.
3. If Elk Point is to retain its own stand-alone water supply system, a permanent raw water intake and pumping facility should be developed in the North Saskatchewan River. With the potential for year round operation, this could relieve the need for raw water storage expansion.

County of St. Paul No. 19

The County currently does not operate any water supply or distribution systems in the St. Paul / Elk Point area. As well, there are not any water cooperatives in operation in this sector of the County. While there are currently no specific residential, agricultural or industrial developments that have water supply issues, it is anticipated that some future rural developments would be interested in an external water supply if such a supply system were available in the region.

1.2.2 Regional Approach and Development of the Elk Point / St. Paul Regional Water System

Neither Alberta Environment nor Alberta Transportation support the upgrading of stand alone water treatment facilities when there is the opportunity to develop a single regional supply hub. Advantages of a single regional supply facility include:

- a. Gaining of economies of scale in lowering per unit treatment costs generally and in consideration of higher levels of treatment,
- b. Better opportunity to attract, retain and develop expertise in operations staff, and

- c. Fewer treatment facilities to upgrade that meet both present standards and future changes, future changes in environmental standards and public health and safety requirements.

Based on the provincial government requirements, the capital funding programs available and the evaluation of the existing facilities and alternative solutions provided by the Municipalities' engineering consultant, the Municipalities have concluded that a regional approach would be the most advantageous in meeting present day water quality standards and long term water supply needs of Elk Point and the rural areas of the County between St. Paul and Elk Point. The Municipalities will together move forward with the planning and development of a regional water supply and transmission system to be known as the Elk Point / St. Paul Regional Water System (the System) in cooperation with St. Paul, which would provide: water by way of an upgraded St. Paul WTP to the System.

1.3 Business Plan Objectives and Scope

This Plan is intended to set out how the development of the project will be implemented, how the System will be managed and operated and the expected revenues, expenditures and rates.

Specifically, the Plan will:

- a. Identify the expected volumes of treated water to be required by the Municipalities over the next 25 years,
- b. Describe how the System is to be developed, the areas to be served and the stages in which it would be constructed,
- c. Describe the governance and administration of the Commission and the responsibilities of the Members,
- d. Set out the expected capital costs and financing of the System construction,
- e. Set out the expected operating costs of the System for the years 2011 – 2015, and
- f. Project the rates to be charged for water services and the contributions required of the Members.

1.4 Previously Completed Studies, Plans and Reports

Studies, plans and reports considered in preparation of this Plan include:

Appendix 1 for 7.17: Elk Point/County of St. Paul Business Plan

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- a. St. Paul Regional Water Feasibility Study (Associated Engineering – May 2009),
and
- b. Cost Update for Lottie Lake Upgrading (Associated Engineering – November
9, 2009)
- c. Raw Water Infrastructure and WTP Capacity Assessment Update – (Associated
Engineering - April 21, 2010)

2. System Description

2.1 Communities Served and Overview of System

The System will provide water services to the following municipalities:

- a. Elk Point, and
- b. Within the County between Elk Point and St. Paul.

The System service area is identified in Figure 2.1.

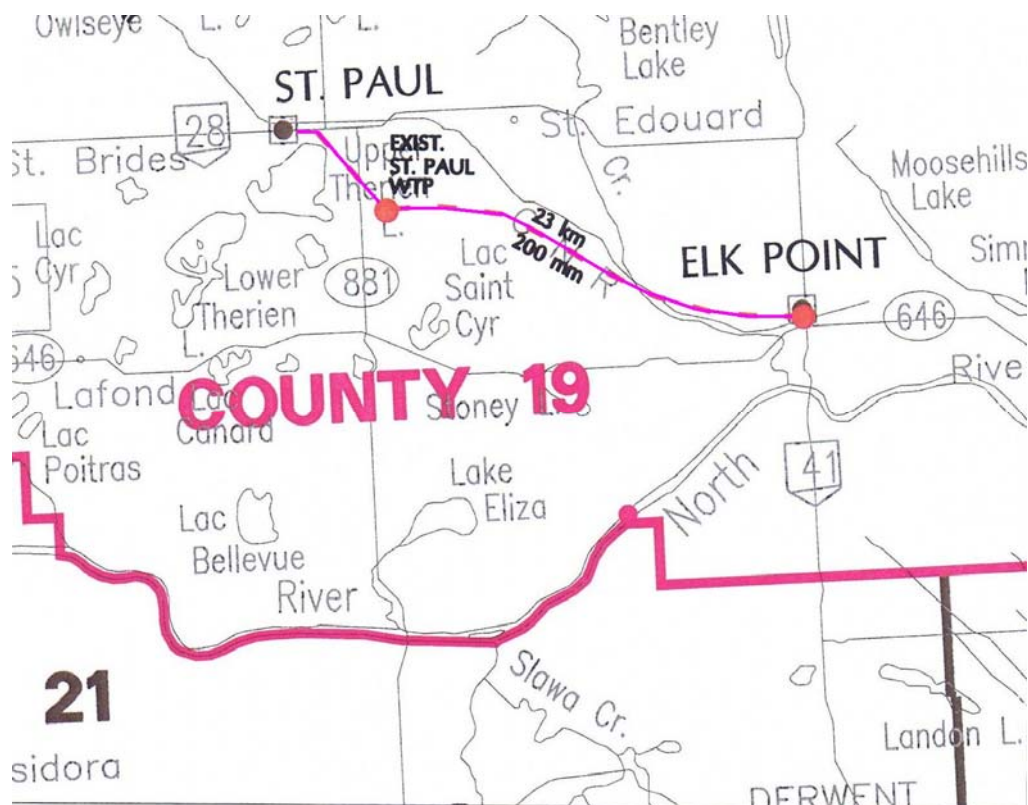
A water transmission pipe line east and south from St. Paul will:

- a. Provide long term potable water supply for Elk Point, replacing the existing water treatment facilities there, and
- b. Be available to supply new rural water distribution systems and major customers within the County in an area in the vicinity of the transmission pipeline alignment.

The St. Paul WTP will be upgraded as necessary to supply the System and St. Paul will enter into a long term supply agreement with the Commission.

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**Figure 2.1
System Service Area**



2.2 Population Projections

The projected population over the ensuing 25 year time frame for each of the Municipalities is set out in Table 2.1. The population projection for Elk Point is based on an expected overall annual growth rate of 1.5%, increasing the population by two thirds from the present estimated 1,605 to a projected 2,300 in year 2036. The current provisions of the Water for Life funding program of the Government of Alberta allow rural municipalities up to 20% of the capacity allotted for urban municipalities and registered hamlets. At this point the Commission contemplates a system in which all the costs are fully eligible for this funding. As such, allocation would be available to service an estimated population of 466 in the County.

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**Table 2.1
Elk Point / St. Paul Regional Water System
Projected Population by Member
2011 - 2036**

	Annual Growth %	Population					
		2011	2016	2021	2026	2031	2036
Town of Elk Point	1.5%	1,605	1,729	1,862	2,006	2,161	2,328
County of St. Paul	*	321	346	372	401	432	466
		1,926	2,075	2,235	2,408	2,594	2,794

* at 20% of Elk Point

2.3 Projected Treated Water Volumes

The projected daily and yearly volumes of treated water required by the population identified above are set out in Tables 2.2 and 2.3. Over the 25 year design life of the System, the expected water demands, based on a typical average daily use of 360 litres per person per day (lcpd), are projected to increase from the current 210,000 m³ per year to just over 365,000 m³ per year.

**Table 2.2
Elk Point / St. Paul Regional Water System
Projected Average Daily Treated Water Demands
2011 - 2036**

	AADD Per Capita Litres/day	M3 / Day					
		2011	2016	2021	2026	2031	2036
Town of Elk Point	360	578	622	670	722	778	838
County of St. Paul	360	116	124	134	144	156	168
Total Daily Volume		693	747	805	867	934	1,006
Average Rate litres/second		8.0	8.6	9.3	10.0	10.8	11.6

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**Table 2.3
Elk Point / St. Paul Regional Water System
Annual Treated Water Volume Based on Average Daily Consumption
2011 - 2036**

	m3/Year					
	2011	2016	2021	2026	2031	2036
Town of Elk Point	210,868	227,165	244,721	263,634	284,009	305,958
County of St. Paul	42,174	45,433	48,944	52,727	56,802	61,192
Total Annual Flow (m3)	253,042	272,598	293,666	316,361	340,811	367,150

While the average per capita water consumption of 360 lcpd is used throughout the 25 year forecast period, it is expected that the average annual daily demand will decrease over time with tighter distribution systems, more efficient fixtures and general awareness and conservation stewardship among the populations. Conservation and stewardship policies and initiatives of the System which are reflective of the Alberta Environment Conservation Policy will encourage users to individually reduce long term water usage.

The maximum day demands for treated water are set out in Table 2.4 and are based on a peaking factor 2 times. In year 2036, the peak daily demand to be supplied by the System is about 2,000 m3/day. The components of the System will be constructed to meet or exceed these peak capacities.

**Table 2.4
Elk Point / St. Paul Regional Water System
Maximum Daily Volume
2011 - 2036**

		m3/day					
	Peak Day Demand Factor	2011	2016	2021	2026	2031	2036
Town of Elk Point	2	1,155	1,245	1,341	1,445	1,556	1,676
County of St. Paul	2	231	249	268	289	311	335
Total Daily Volume		1,387	1,494	1,609	1,733	1,867	2,012
Average Rate litres/second		16.0	17.3	18.6	20.1	21.6	23.3

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2.4 System Description

The regional supply system required to provide the 25 year volume of water to the communities and areas identified is set out following. The description of the engineering works is based on preliminary engineering study. The refinement of the concepts and specification of materials would be determined during the detailed engineering design stage.

2.4.1 Water Licenses

The following water licenses are currently held by the Members:

Approval Holder	Approval No.	Priority	Source	Annual Gross Diversion m3	Rate of Diversion m3/day
Elk Point	18857	Jan 18, 1993	North Saskatchewan River	466 acre/feet 575,000 m3	833 igpm

For the System, the Commission would make application for a new water diversion license in the name of the Commission and with the point of withdrawal to coincide with the point of withdrawal of the St Paul WTP. The existing Elk Point License would be retained to extent allowed by Alberta Environment to provide for recreation uses in the community.

2.4.2 Projected Raw Water Volumes

The water treatment process typically results in a 10% loss of water as wastewater and facility service. Table 2.5 sets out the raw water needs to meet the treated water volumes required.

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**Table 2.5
Elk Point / St. Paul Regional Water System
Total Daily and Yearly Raw Water Requirements
2011 - 2036**

	2011	2016	2021	2026	2031	2036
Waste Factor	10%	10%	10%	10%	10%	10%
Average Daily Requirement in m3	763	822	885	953	1,027	1,106
Maximum Day Requirement in m3	1,525	1,643	1,770	1,907	2,054	2,213
Yearly Requirement in m3	278,346	299,858	323,032	347,997	374,892	403,865
Yearly Requirement Acre/feet	226	243	262	282	304	327

2.4.3 Water Supply System

Water Supply

Treated water will be supplied to the System under a long term agreement from the St. Paul WTP, which will continue to be owned and operated by St. Paul. The St. Paul WTP will be upgraded as part of the development of the System and the Town will continue to upgrade and expand the capacity of the Plant to the meet the needs of the System. The licensed volumes of raw water would be available to the St. Paul WTP for treatment and would be drawn through the existing St. Paul WTP raw water facilities on Lac St. Cyr. St. Paul, under an agreement with Alberta Environment will operate the raw pumping facilities which move water from the North Saskatchewan River to Lac St. Cyr.

Upgrading to the St. Paul WTP is expected to include:

- a. Installation of a third Dissolved Air Flootation Treatment (DAF) Train
- b. Upgrade of necessary pumping capacity
- c. Installation of new GAC filter

Finalization of the approach to and components of the St. Paul WTP upgrade will be determined during detailed engineering design.

The existing Elk Point water treatment plant and raw water supply facilities would no longer be required for the purposes of supplying potable water for Elk Point and will not be utilized to supply the System. Elk Point would be responsible to decommission and reclaim those components of the existing:

- a. water treatment plant facilities that would not be required by the System or by Elk Point for its own water distribution system use, and

- b. raw water supply facilities that would not be required in conjunction with recreation uses in the community.

Treated Water Transmission

Treated water would be conveyed from the St. Paul WTP or from a point on the water distribution system of St. Paul, such location to be determined at the time of detailed engineering design, to Elk Point by way of a 200 mm internal diameter PVC transmission line, approximately 23 km in length. Because of the elevation difference between the St. Paul WTP and Elk Point, the transmission line may effectively operate by gravity flow. The alignment of the pipeline would follow for the most part the right of way of the former CN railway from St. Paul to Elk Point. The trustee of this right of way, Municorp, has confirmed that the right of way would be available for this pipeline installation. The pipeline will discharge into the existing clear well reservoir at the Elk Point water treatment facility.

Distribution Systems

Elk Point will continue to be responsible for the operation and continued development of the water distribution system within Elk Point. The County will be responsible to undertake or regulate the development of rural water distribution systems.

A number of points will be provided along the transmission line to facilitate connection for future rural water distribution systems that may be developed. These connections will require that the water supplied from the System will be discharged into a reservoir developed as part of the rural distribution system where additional pumps would subsequently move water through the rural distributions systems. Connection of individual service lines directly to the transmission line will not be permitted.

Treated Water Storage

The accepted standard for treated water storage capacity for systems supplied by a regional source is one day peak demand plus fire flow demand. For Elk Point, the desired long term storage capacity would be 2,201 m³, the sum of one day peak demand in 2036 of 1,676 m³ and fire flow allowance of 525 m³. Existing storage in Elk Point consists of a 613 m³ clear well at the existing Elk Point WTP and an 840 m³ reservoir in the northern sector of the Town for a total of 1,453m³.

The provision of adequate treated water storage, its funding and operation are the responsibilities of the respective Members. Elk Point should add an additional 750 m³ of treated water storage to the clear well reservoir to provide for the one day peak demand and fire flow allowance. The System, as part of the construction of the

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transmission line, will assist Elk Point in optimizing the effectiveness of the existing treated water storage facilities.

Treated water storage for any new County distribution systems would be provided as part of the development of the distribution system.

Bulk Water Stations

The existing bulk water station in Elk Point would continue to provide truck filling facilities to supply the bulk water needs of Elk Point and the south east region of the County. The facility would be owned and operated by Elk Point.

2.4.4 Development of the System

The development of the System is anticipated to be constructed in a single stage given that:

- a. the System comprises a single pipeline with Elk Point, as the largest user, at the end of the pipeline, and
- b. St. Paul would require that the St. Paul WTP upgrading be undertaken at the beginning of System operation.

Construction of the pipeline, optimization of treated water storage in Elk Point and St. Paul WTP upgrades would commence in 2012 with water being available to Elk Point through the pipeline about September 1, 2012. Completion of the WTP upgrades and any treated water storage improvements in Elk Point would conclude during 2013.

3. Governance and Management

3.1 Operation and Business Entity

Of the various governance options examined, the Municipalities have chosen to seek formation of a regional services commission under the provisions of the *Municipal Government Act*. The Municipalities request the Government of Alberta to create the Elk Point / St. Paul Regional Water Commission (“EPSPRWC” or “Commission”) and be authorized “*to provide a water supply system.*” (See Appendix A for likely Order in Council)

At some point in the future, the Commission may consider including the Ashmont Regional Water System, presently under development by the County in the north west sector of the County, as part of the System under Commission jurisdiction.

3.2 Organization of the Commission and Governing Board

The appointment of the Board and the selection of Chair would be established by Commission Bylaw No. 1, to be adopted by the Board and submitted for approval of the Minister of Municipal Affairs (draft in Appendix B). The organization of the Commission and provisions relating to major aspects of the management and operation of the Commission would be set out in Commission Bylaw No. 2, to be adopted by the Commission Board (draft in Appendix B).

A six member Board would consist of three members of municipal council appointed by each of the two member municipalities. The Board would be “*responsible for the management and conduct of the affairs of the Commission.*” A Chair and Vice Chair will be selected annually by the Board from among its members. Because of the role of the St. Paul in supplying treated water to the System, St. Paul is entitled to appoint a non-voting representative to the Board.

By Bylaw, the Board would be required to hold, at minimum, two meetings per year. During construction and initial operational stages of the System, the Board would meet more often as may be required.

3.3 Management

To oversee, coordinate and direct capital construction of the stages of the System, a Project Manager will be engaged. The Project Manager will direct the Consulting

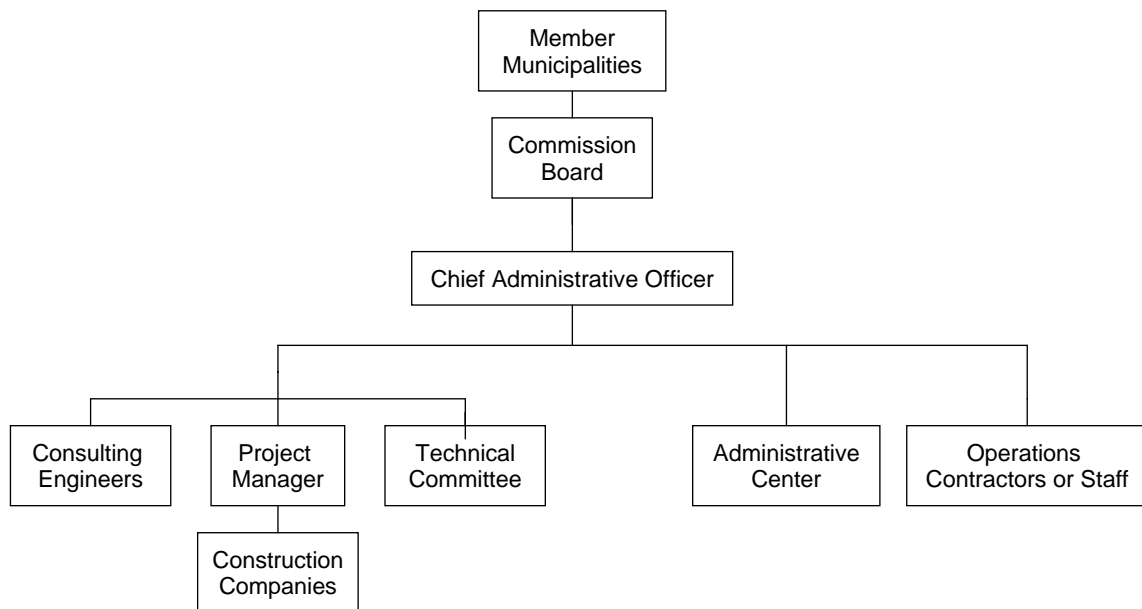
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Engineers engaged by the Board and any Project / Construction Manager or Managers that may be required. The Project Manager will also chair a technical committee of representatives from each of the Members and St. Paul. The committee will provide input and advice on the design and construction of the System, as well as provide liaison between the System and water facilities and staff of each of the Members and the St. Paul WTP.

The Commission will require the services of a Chief Administrative Officer (CAO) of the Commission, the position of which is provided under Bylaw No. 2, to act as the ongoing “*administrative head of the Commission.*” The CAO will direct operational employees or contractors and the administrative center for the System. The Commission will engage the County on a contractual basis to provide the services of the CAO.

3.4 Organization Chart

**Figure 3.1
St. Paul Regional Water Commission
Organizational Chart**



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3.5 Allocation of System Capacity and Costs

Each Member agrees that:

1. The system capacity is allocated to the Members is based on the 25 year treated water design capacity of the System and is set out in Table 3.1,
2. Governance and Administrative Costs will be split equally between the Members.
3. The net capital costs of the System will be allocated between the Members as set out in Table 3.1.
4. The annual operating costs will be recovered through uniform rates calculated for each sub system on actual volume of water delivered.
5. The Members agree that should this uniform rate, because of less than expected water volumes, fail to generate sufficient revenue to meet the total annual costs of a particular sub-system in a year, the shortfall of revenue, if it can not otherwise be met from financial reserves or accumulated surplus, would be recovered in subsequent years by an increase in uniform rates.

**Table 3.1
Elk Point / St. Paul Regional Water System
Allocation of System Capacity Based on
25 Year Design Treated Water Volume**

		Volume 2036	%
Town of Elk Point		305,958	83.3%
County of St. Paul	*	61,192	16.7%
		<u>367,150</u>	<u>100.0%</u>

* at 20% of Elk Point

3.6 Membership Agreements

Each Member will be required to enter into a Membership Agreement with the Commission which will, among other things, set out the:

- a. Obligations of the Member for payment for:

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- i. Water services,
 - ii. Direct payment of annual debt payments, and
 - iii. Direct payment of an equal share of Commission Board and Administration Costs.
- b. Provisions for termination of Membership or windup of the Commission,
- c. Particular arrangements, obligations or provisions that may be particular to the Member,
- d. Provisions for suspension and shutdown of the Members Connection, and
- e. Process for Dispute Resolution.

3.7 Water Supply Agreement

Each Member requiring water services from the System will be required to enter into a Water Supply Agreement with the Commission which will, among other things, set out the:

- a. Financial obligations of the Member for payment for:
 - i. Water services on a volume basis,
 - ii. Minimum annual charges required, if any,
 - iii. Subsequent recovery of revenue shortfall for previous years, and
 - iv. Special Services required by the Member, if any.
- b. Particular arrangements, obligations or provisions with respect to the supply of services that may be particular to the Member,
- c. Annual Quantities to be delivered to Member in each year.
- d. Obligations for Minimum Annual Volumes,
- e. Allowable Daily Volume and Maximum Rate of Delivery of water to the Member,

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- f. Obligations of the Member with respect to connection with the System, environmental compliance and indemnification, and
- g. Process for Dispute Resolution.

A draft template of the Water Supply Agreement is set out in Appendix C.

3.8 Town of St. Paul

The Commission will enter into a 25 year term agreement with the Town, on terms and conditions mutually beneficial to the Commission and to the Town, for the supply of treated water to the Commission for the System. Among other things, the Agreement will include:

- a. The provision of treated water for normal domestic and municipal purposes,
- b. A process of setting quantities of water to be supplied each year to the Commission,
- c. A maximum daily quantity that shall be supplied to the Commission,
- d. A process to establish rates for treated water services, such rate to be common for both the System and the Town,
- e. A process to adjust revenues and rates for variances between projected annual volumes and actual annual volumes and return excess revenues or recover insufficient revenues (“true up”),
- f. Provisions to address emergency suspension of water services or temporary reductions in volume of water available,
- g. A Joint Steering Committee of representatives of the Commission and the City to ensure strategic planning, consultation and communication, and
- h. Processes for Dispute Resolution.

3.9 Withdrawal of Members from the Commission and Disestablishment of the Commission

1. Subject to the approval of the Minister of Municipal Affairs, a Member may withdraw from the Commission upon five years written notice. As a regional services commission requires two Members, the withdrawal of either Member would lead to the disestablishment of the Commission in which case the assets of System would accrue to the remaining Member.
2. The withdrawing Member may sell the equity contributed by the withdrawing Member during that Member's term of membership of the Commission to the remaining Member of the Commission for such compensation and on such terms as the two parties may agree. However, the remaining Member shall not be obligated to purchase the withdrawing Member's proportionate share of the system. The remaining Member shall not utilize the capacity of the system related to the withdrawing Member's equity or utilize the withdrawing Member's water volume allocation without fair compensation.
3. The withdrawing Member shall still be responsible for any respective proportion of outstanding debt principle for which the withdrawing Member is responsible and the withdrawing Member shall either pay the outstanding principle and any accrued interest to the remaining Member or agree to continue to pay the respective share of the annual payments on the debt. Any proceeds to the withdrawing Member from the sale of capacity under clause 1) shall be firstly applied to outstanding debt principle of the withdrawing Member.

3.10 Disposition of Assets

The Commission Board may dispose of assets of the Commission provided that:

- a. Grants from the Government of Alberta and outstanding debt associated with that portion of the land, buildings, equipment or inventory to be sold is repaid or retired,
- b. The sale would not have a significant adverse effect on the services the Commission provides,
- c. The sale will be properly reflected in the rates subsequently charged to the customers of the Commission, and
- d. Approval of the Minister is obtained for any disposition that has been funded by the Government of Alberta.

4. Project Capital Costs and Funding

4.1 Capital Costs

The projected capital costs and financing for the System's development in 2011 - 20123, based on the opinion of probable costs provided by the Commission's engineering consultant, Associated Engineering, are set on Table 4.1.

Table 4.1
Elk Point / St. Paul Regional Water System
Projected Capital Expenditures and Financing
By Component

Capital Costs

Upgrade to St. Paul WTP	\$2,000,000
St Paul to Elk Point Transmission Line	\$7,300,000
Total Capital Cost	\$9,300,000

Capital Funding

Water for Life Grant Program

Eligible Costs - Treatment	\$2,000,000
Share - Treatment	100.00%
Eligible Costs - Transmission Line	\$7,300,000
Share - Transmission	90.00%
Calculated Grant	\$8,570,000
Commission Funding	\$730,000
Total Capital Financing	\$9,300,000

4.2 Capital Financing

The capital financing is set out in Table 4.1 and the sources of capital financing include, government grant funding, direct contributions by Members, if any, and debt financing by the Commission.

4.2.1 Government Grant Funding

Major grant funding for the System development has been approved by the Minister of Transportation in a letter dated May 31, 2011 under the Government of Alberta Water

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for Life program. (WFL) Funding under this program will be provided at 92.15% of the eligible project costs which is a blend of 100% for the St. Paul WTP upgrades and 90% for the water transmission line. Total funding from the WFL program would total \$8,569,950

4.2.2 Direct Contributions by Members

As general principles:

- a. If a Member requires the capacity of portions of the System to be increased beyond what would be normally attributable to the Member under common factors of growth and water demands, then the Member would be responsible to pay directly to the Commission at the time of construction, the difference in actual cost between providing for the normally attributed capacity and the actual capacity required, or
- b. If all or part of the capacity of the System, which is to be attributed to a Member, be ineligible for grant funding, then the Member would be responsible to pay directly to the Commission at the time of construction, the difference in actual cost between providing for the capacity eligible for funding and the actual capacity required.

4.2.2.(a) Capacity Allocation to Rural Municipalities Under the Water for Life Program

The conditions of the Water for Life funding currently in place, limits the proportion of the capacity of a regional water system that can be attributed to the rural municipalities to 20%. For the System, the capacity available for the County considered eligible under Water for Life funding will be 20% of that allocated for Elk Point.

Should the County seek to increase capacity available for water services beyond that presently provided under eligible funding, the County will contribute 100% of the costs incurred in providing this additional or oversize capacity.

4.2.3 Debenture

The Commission will fund the net project costs (after the deduction of grant funding) with debenture borrowing from the Alberta Capital Financing Authority or long term borrowing from other sources if financially more favorable. The amortization term of the borrowing will be 25 years in reflection of the design life of the transmission lines.

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For the purposes of the Plan, the interest costs are calculated at 5%. The rate paid would be that in effect at the time of borrowing. The 25 year debenture rate from Alberta Capital Finance Authority at mid January 2011 was 4.303%.

Borrowing to fund the System Construction is expected to be taken in two draws, the first in the latter part of 2012 and the second drawn in the first half of 2013,. The debenture repayment costs will be payable semi annually. Payments for the first draw would commence in the first half of 2013 with the borrowing for the second drawn beginning in second half of 2013.

Because the County will not be drawing its 20% share of the System allocation for some number of years, the debenture payments allocated to the Members would be paid directly by the Members rather than included in rates.

The details of the debenture borrowing are set out in Table 4.2 following.

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**Table 4.2
Elk Point / St. Paul Regional Water System
Debenture Borrowing Details**

Debenture

Total Principal to be Borrowed	\$730,000
Total Interest	\$1,244,618
Total to Repay	\$1,974,618

Borrowing Timing

	2011	2012	2013	Total
Debenture Draw 1 (Latter 2012)		\$600,000		\$600,000
Debenture Draw 2 (Earlier 2013)			\$130,000	\$130,000
				\$0
Balance	\$0	\$600,000	\$130,000	\$730,000

Debenture Debt Principal Owning

	2011	2012	2013	2014	2015	2016
Debt Principal	\$0	\$610,416	\$632,037	\$654,752	\$678,617	\$690,999

Annual Borrowing Costs

25 year Amortization, Semi-Annual Payments

Current Alberta Capital Finance Rate	4.303%	
Rate for Calculations	5.0%	Interest
Annual Payment Factor	0.07051612	

	2011	2012	2013	2014	2015	2016
Annual Payment - Draw 1			\$42,310	\$42,310	\$42,310	\$42,310
Annual Payment - Draw 2			\$4,584	\$9,167	\$9,167	\$9,167
Total Annual Payment	\$0	\$0	\$46,893	\$51,477	\$51,477	\$51,477

Direct Contribution by Members

Town of Elk Point	\$0	\$39,078	\$42,897	\$42,897	\$42,897
County of St. Paul	\$0	\$7,816	\$8,579	\$8,579	\$8,579
Total County	\$0	\$46,893	\$51,477	\$51,477	\$51,477

4.2.4 Debt Limit

Under the *Regional Services Commission Debt Limit Regulation* AR 76/2000, there are two limitations to the amount of debt, operating and capital that a commission can carry to develop the public utility:

- a. Total debt cannot exceed two times the annual revenue, and

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- b. Total debt servicing cost (principal and interest payments) cannot exceed 35% of the annual revenue.

If the borrowing required exceeds the debt limit of the Regulation, the Minister of Municipal Affairs, upon presentation of an acceptable business plan, may authorize an extension of the debt limit.

As set out in Table 4.3 below, the total projected debenture borrowing needed to finance the Commission's share of the capital cost of the two stages is about \$730,000 Million. A further \$250,000 authorization for an operating line of credit is planned (Section 5.3.4) for a total borrowing of up to \$980,000. At this amount, the total debt would be 2.7 times the projected 2013 revenue. With the 25 year amortization period, the annual debt servicing costs are 14% of revenue, under the 35% limit for debt servicing costs. The annual debenture payments will be funded by direct contribution by the Members.

Upon its creation, the Commission will seek a debt limit extension to \$1 Million. However should unforeseen project capital costs require the Commission to borrow funds beyond this limit, the Commission will seek to increase the debt limit accordingly.

**Table 4.3
Elk Point / St. Paul Regional Water System
Debt Limit Extension**

Total Project Costs	\$9,300,000
Proposed Borrowing	\$730,000
Operating Line of Credit	\$250,000
Total Borrowing	\$980,000
Debt Limit at 2 times annual revenue in 2013	\$699,619
Debt as a factor of Annual Revenue in 2013	2.8
Annual Debt Payments in 2013	\$46,893
Annual Debt Servicing Limit at 35% of annual revenue in 2013	\$122,433
Annual Payments as % of Annual Revenue in 2013	13%
Debt Limit Extension Requested	\$1,000,000

5. System Operation

The operation of the System will evolve as the various phases are completed. The Commission Board will continue to examine the best alternatives for management, administration and system operations.

5.1 Management and Administration

At present, the duties attributable to the CAO are handled by County. The County provides administrative space and administrative and financial services. These duties will be assumed by Elk Point in mid 2011 and Elk Point will provide management and administrative services for the System until December 31, 2016.

The firm C & J Van Co Services has been engaged as the Project Manager.

5.2 Operations

The Commission will be responsible to put in place arrangements for the operation of the System. Major aspects of such operational responsibility shall include, but not be limited to:

- a. Operation, maintenance and repair of transmission pipelines, metering facilities, control systems and related facilities and lands for the System
- b. Such monitoring and testing of the:
 - i. Quality of treated water that may be necessary to ensure compliance with Provincial health requirements, and
 - ii. Quantity of treated water delivered to the Members and Customers that may be necessary to ensure compliance with connection agreements.
- c. Coordination of System operations with the water distribution systems of the Members,
- d. Inspection of rights of way associated with the System and supervision of any activities on these lands that are relevant to or have the potential to affect the System, and
- e. Management of any operations center that may be required.

The Commission will engage Elk Point to undertake on a contractual basis the operation of the System.

5.3 Financial Management

The Commission will set in place policies and procedures which ensure the proper management of the financial affairs of the Commission and System. The CAO will ensure that detailed records and books of account are kept and maintained in accordance with generally accepted accounting principles and meet the requirements of the provisions of Bylaw No. 2, the *Municipal Government Act* and any other relevant legislation.

The Commission has established in Bylaw No. 2, the principle of full annual cost recovery in setting rates and charges for services provided by the System and will make its financial decisions based on accomplishing this objective over a three year time frame. This is reflective of Section 602.21(1) of the *Municipal Government Act* which provides that “*If the total revenues and transfers of a commission over a 3-year period are less than the total expenditures and transfers of the commission for the same period, the operating budget for the commission for the year following the 3-year period must include an expenditure to cover the deficiency.*”

5.3.1 Financial Plans and Budgets

The Commission’s financial year is the calendar year. In accordance with requirements of Bylaw No. 2, a Financial Plan for the next three years will be prepared in the fall of each year. Included in this plan will be the operating and capital budgets for the next ensuing year. Initially, the timing of the preparation and adoption of this Financial Plan and budgets may be varied as necessary during the capital construction and initial startup phases of the System.

As provided under Section 602.2(1) of the *Municipal Government Act* and in Bylaw No.2, the Financial Plan and budgets will set out the:

- a. Estimated expenditures for:
 - i. Operation of the Commission Board and administration,
 - ii. Operation of the System,
 - iii. Capital development of the System,
 - iv. Repayment of debt obligations,

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- v. A return on equity or, if necessary, amounts for depreciation or depletion,
 - vi. Any other non cash expenditures, and
 - vii. Any amount needed to recover any deficiency.
- b. Estimated amount and sources of revenue required to meet or exceed the estimated expenditures,
- c. Rates and fees to be charged to Members and customers of the System,
- d. Expected magnitude and timing of the contributions required of the Members, and
- e. Rates of remuneration and expenses to be provided to the Directors of the Board.

5.3.2 Financial Reports

The CAO will prepare for the Commission Board quarterly financial reports for operations which will set out details of budgeted revenue estimates and expenditure appropriations, actual revenues and expenditures to date and in the case of the third quarter report, estimated final revenues and expenditures.

The CAO will prepare for the Commission Board ongoing financial reports for capital project activities which will set out details of authorized capital expenditure appropriations and expected capital financing, actual expenditures and financing to date and the estimated final expenditures and financing.

Bylaw No. 2 provides for the appointment of an auditor and the presentation of an audited financial statement at the Commission's Annual meeting to be held no later than April 30th of each year. The audited financial statements will be distributed to each Member within thirty (30) days of the Board's approval.

5.3.3 Cash Management and Authorization of Expenditures

The CAO will establish and maintain such accounts with a financial institution or institutions authorized by the Board that may be necessary to handle the financial transactions of the Commission related to capital construction and operation.

The Board will authorize such:

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- a. Interim and long term borrowing as may be required to meet the capital construction expenditures of the System, and
- b. Interim borrowing as may be required to meet the operating expenditures of the System.

The CAO will manage the flow of cash to ensure that sufficient funds are in place in a timely fashion to meet the financial obligations of the Commission and that surplus cash is invested appropriately.

The Commission will require two signatures to make, sign, draw, accept, negotiate, endorse, execute and deliver any cheques, promissory notes, drafts, acceptances, bills of exchange, orders for the payment of money or other instruments, whether negotiable or not, on behalf of the Commission. One signature must be that of the Chair, or in the Chair's absence, the Vice-Chair and the second signature shall be the CAO or, in CAO's absence, any other person authorized by the CAO.

5.3.4 Operating Line of Credit and Interim Capital Borrowing

The Commission will seek to arrange with the Commission's financial agency, an ongoing operating line of credit in the amount of up to \$250,000 to ensure adequate cash flow for operating purposes.

During the construction time frame 2010 to 2015, the Commission will seek to arrange with the Commission's financial agency, the ability to draw on a short term basis, interim capital borrowing necessary to meet capital expenditure obligations. With the timing of advances of grant funds and the receipt of the Commission's debenture borrowing funds, it is not expected to have to incur significant interim borrowing.

5.4 Insurance and Risk Management

The Commission will put in place sufficient types and levels of insurance coverage to ensure that the Commission corporately, as well as its Directors, Officers and staff are adequately protected, including, but not limited to:

- a. General Umbrella Liability Insurance,
- b. Liability Insurance for Directors, Officers and staff,
- c. Environmental Impairment Insurance,
- d. Property and Fire Insurance,

- e. Stationary Machinery, Equipment and Boiler Insurance,
- f. Vehicle and mobile Machinery and Equipment Insurance, and
- g. Business Continuation Insurance.

The insurance coverage shall be sufficient in terms and quantity to hold harmless and otherwise indemnify the Members for any liability that might be incurred in relation to any activities on Commission property or actions by the Commission for which the Commission or other third party is solely responsible.

The Commission has already put in place the Liability Insurance for Directors and Officers of the Commission through Jubilee Insurance, a service provided through the Alberta Association of Municipal Districts and Counties of which the Commission is an associate member. The Commission will add insurance coverage progressively as the System components are constructed and activated.

The Commission will require of any contractor, agent or third party undertaking activities on Commission facilities or acting on behalf of the Commission to have sufficient liability and builders' insurance coverage to protect the interests of the Commission. The Commission will also require that such contractors, agents or third parties have in place, where it is appropriate to do so, such financial security and guarantees to ensure that any works or activities undertaken may be completed at no additional cost to the Commission.

5.5 Business Plan Review

The Commission will review the provisions of this Plan each year as part of the cycle for preparing the financial plans and annual budget for the Commission. The Commission will undertake a more extensive, full review of the Plan:

- a. In the year following the year in which local elections are held, beginning in 2014, or
- b. More frequently if the Commission determines a need to do so.

5.6 Policy Development

The Board will undertake, on an ongoing basis, the development and adoption of policies that may be necessary or appropriate to guide and govern the:

- a. Decision making of the Board, and

- b. The actions of the CAO in the administration, operation and capital development of the System.

In addition to those policy areas already addressed in this Plan, the Board will consider in the ensuing year, policies for:

- a. The crossing of the System right of way and Commission lands by other infrastructure,
- b. Freedom of Information and Protection of Privacy, and
- c. The connection of customers to the System.
- d. Water Conservation and Stewardship

6. Operating Costs and Revenue

6.1 Governance and Administrative Operations

The projected expenditures for the annual operation of the Board and Commission Administration for the five year period 2012 to 2016 are set in Table 6.1.

Directors will be paid remuneration for attending meetings and time incurred in the service of the Commission by their respective Municipalities. Initially it is expected that the Commission would 4 times per year with this requirement dropping of to 2 meetings per year by 2016. An honorarium would be provided for the Chair of the Board and an allowance will be provided for out of pocket expenses incurred by Chair on Commission business.

The general administrative services expenditures reflect the assumption by Elk Point of the CAO position, primary administrative services and accounting/audit services.

The net cost of governance and general administration will be split between the Members with Elk Point contributing 80% of the cost and the County contributing 20%. These contributions would be paid directly to the Commission.

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**Table 6.1
Elk Point / St. Paul Regional Water System
Governance and Administrative Operations
Projected Expenditures and Member Allocations
Years 2012 - 2016**

		2012	2013	2014	2015	2016
Cost Escalation Factor			2.0%	2.0%	2.0%	2.0%
Board Expenditure						
Chair Honorarium		\$3,000	\$3,060	\$3,121	\$3,184	\$3,247
Chair Expenses		\$500	\$510	\$520	\$531	\$541
		\$3,500	\$3,570	\$3,641	\$3,714	\$3,789
Administration						
CAO Contract		\$6,000	\$6,120	\$6,242	\$6,367	\$6,495
Membership Fees		\$1,000	\$1,020	\$1,040	\$1,061	\$1,082
Postage & Courier		\$500	\$510	\$520	\$531	\$541
Telephone / Communications		\$600	\$612	\$624	\$637	\$649
Professional Services		\$2,500	\$2,550	\$2,601	\$2,653	\$2,706
Insurance		\$3,000	\$3,060	\$3,121	\$3,184	\$3,247
Goods & Supplies		\$3,000	\$3,060	\$3,121	\$3,184	\$3,247
		\$16,600	\$16,932	\$17,271	\$17,616	\$17,968
Total Expense		\$20,100	\$20,502	\$20,912	\$21,330	\$21,757
Allocation Among Members						
	%					
County of St. Paul	20%	\$4,020	\$4,100	\$4,182	\$4,266	\$4,351
Town of Elk Point	80%	\$16,080	\$16,402	\$16,730	\$17,064	\$17,406

6.2 System Operations

The projected expenditures for the annual operation of the System for the five year period 2012 to 2016 are set out in Table 6.2. The operational budget is based on assumption that the System will become operational by September 1, 2012 and operated by contract with Elk Point.

6.2.1 Projected Operating Expenditures and Required Revenues

The O & M expenditures for the System are based on the following assumptions and estimations:

- a. Purchase of water from the St. Paul at an initial estimated rate of \$.80 per m³ rising to \$.90 per m³ by 2014 and then increasing by inflation thereafter. St. Paul has not confirmed this purchase price. Volumes purchased will reflect only the volumes for Elk Point for the first 2 years.

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Beginning in 2014, new customers of the County are forecast to become connected representing 15% of the County allocation with continuing increases of draws for 2015 and 2016.

- b. Personnel required for day to day operations would be provided under an Operations Services Contract,
- c. An allowance for Professional Services is included for engineering, technical and other such services, and
- d. Annual diversion of operating funds into Rate Stabilization, Emergency Response and O & M cash reserves. The amounts diverted annually will be re-assessed in 2014 and may be adjusted once the actual water volumes and operating expenses are better known through experience.

6.2.2 Capital Development

As the facilities will be newly constructed and because the County will be only drawing a small portion of the County's allocation in the initial 5 years, only a small amount of funds will be diverted to capital reserves in the years 2015 and 2016. It remains the objective of the Members to raise rates over time to recover the annual depreciation cost of the System.

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**Table 6.2
Elk Point / St. Paul Regional Water System
Projected System Operations Expenditures and Revenue to be Raised from Rates
Years 2012 - 2016**

	2012	2013	2014	2015	2016
Inflationary / Growth Cost Allowance		2.0%	2.0%	2.0%	2.0%
Initial Months in Operation	4				
Purchase of Treated Water from St. Paul WTP					
Volume (Table 6.3)	71,344	217,242	227,115	232,760	238,523
Price / m3	\$0.80	\$0.85	\$0.90	\$0.92	\$0.94
Purchase Cost	\$57,075	\$184,656	\$204,404	\$213,674	\$223,344
Operations and Maintenance					
Maintenance Contract	\$6,667	\$20,400	\$20,808	\$21,224	\$21,649
SCADA	\$1,000	\$3,060	\$3,121	\$3,184	\$3,247
Repairs and Line Maintenance	\$3,333	\$10,200	\$10,404	\$10,612	\$10,824
Small Tools and Equipment	\$1,667	\$5,100	\$5,202	\$5,306	\$5,412
Engineering / Professional Services	\$1,667	\$5,100	\$5,202	\$5,306	\$5,412
	\$ 14,333	\$ 43,860	\$ 44,737	\$ 45,632	\$ 46,545
Capital Development					
Debt Payment	\$0	\$0	\$0	\$0	\$0
To Capital Reserves		\$0	\$0	\$0	\$25,000
	\$0	\$0	\$0	\$0	\$25,000
Transfer to Operating Reserves					
Rate Stabilization Reserve	\$10,000	\$25,000	\$20,000	\$10,000	\$0
Emergency Response, O & M Reserve	\$0	\$20,000	\$25,000	\$35,000	\$20,000
	\$10,000	\$45,000	\$45,000	\$45,000	\$20,000
Total Expenditures	\$81,408	\$273,516	\$294,141	\$304,306	\$314,888

6.3 Rates and Charges

6.3.1 Principles Governing the Establishment of Long Term Rates

Section 11 of Bylaw No. 2 provides that the Commission will establish such rates and charges for the System on a full cost recovery basis. The adoption of these rates and fees are required by a bylaw of the Commission Board.

The Commission will use a “postage stamp” approach in determining the rate for water services for the System with all Members being charged uniform rates per cubic meter for operation, maintenance, transmission, and treatment. This approach achieves:

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- a. Equity – Uniform rates provide the same operation, maintenance, transmission, and treatment rates per volume for each municipality regardless of their distance from the water treatment plant,
- b. Simplicity – Easy to understand and to apply for the Committee, the simplicity of a postage stamp rate is one of its chief advantages,
- c. Revenue Stability – The stability of revenues provide a stable financial base for the Committee which allows for a constant approach to long term planning, and
- d. Conservation – A postage stamp rate structure will provide incentives for Members to reduce water demands and to conserve valuable water resources.

6.3.2 Calculation of Rates

The calculation of rates is set out in Table 6.3. The rate for at least the initial five years will be recover the costs of water purchase, System operation, diversions to operating reserves and to an accumulation of surplus for financial liquidity. This rate is set at \$1.30 per m³ for the years 2012 and 2013, with an increase to \$1.35 for the years 2014 – 2016.

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Table 6.3
Elk Point / St. Paul Regional Water System
Rate Calculation for Water Services
Years 2012 - 2016

	2012	2013	2014	2015	2016
Estimated Volume					
Elk Point	71,344	217,242	220,500	223,808	227,165
County of St. Paul	-	-	6,615	8,952	11,358
Total	71,344	217,242	227,115	232,760	238,523
Cost to be Raised (Table 6.2)					
Purchase of Water	\$57,075	\$184,656	\$204,404	\$213,674	\$223,344
Operation	\$14,333	\$43,860	\$44,737	\$45,632	\$46,545
Capital Reserves	\$0	\$0	\$0	\$0	\$25,000
Operating Reserves	\$10,000	\$45,000	\$45,000	\$45,000	\$20,000
Total	\$81,408	\$273,516	\$294,141	\$304,306	\$314,888
Rate / m3 Required	\$1.14	\$1.26	\$1.30	\$1.31	\$1.32
Rate / m3 Established	\$1.30	\$1.30	\$1.35	\$1.35	\$1.35
Rate Components					
Purchase of Water	\$0.80	\$0.85	\$0.90	\$0.92	\$0.94
Operations	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
Capital Reserves	\$0.00	\$0.00	\$0.00	\$0.00	\$0.10
Operating Reserves	\$0.14	\$0.21	\$0.20	\$0.19	\$0.08
Surplus	\$0.16	\$0.04	\$0.05	\$0.04	\$0.03
Total Rate	\$1.30	\$1.30	\$1.35	\$1.35	\$1.35
Revenue From Rates					
Elk Point	\$92,747	\$282,414	\$297,676	\$302,141	\$306,673
County of St. Paul	\$0	\$0	\$8,930	\$12,086	\$15,334
Total	\$92,747	\$282,414	\$306,606	\$314,226	\$322,006

6.3.3 Minimum Volume Charges

The rate set out sub-section 6.3.2 is calculated assuming a certain volume of water annually from the Members. Members, however, will be charged on the actual volume of water delivered to the System. To ensure that the Commission is able to meet fixed costs for operation of the System, Members will be required in advance of each year to estimate the anticipated volume of water for the ensuing year. A Member will be charged for either the actual volume of water or 90% of the estimated volume whichever is higher.

6.3.4 Rate Comparisons

The comparison of rates among municipal and regional water services is to be approached with caution, given that the circumstances and context of each system can be quite different from one another. The conclusion that the cost of the service is reasonable and sustainable will often be based on the availability of alternatives. Each of the Municipalities must secure a long term source of quality water to ensure their respective viability and in some cases their very existence. The collective cost of each Municipality addressing this need on its own is prohibitively expensive. Financially the municipalities have no other option but to develop a common water supply and transmission system, as such, are to be prepared to accept the costs accordingly.

As well, in comparing rates a common basis of comparison is required. Some systems recover all costs of the system including, governance, administration, operations, debt payments and transfers to reserves in per unit rates. In others, some of these components are paid for directly by the Members. Such is the case with the System where governance and administration and debt payments are paid directly by the Members. If these costs were included in the unit rates, the System rate for 2012 would be \$1.80. This per m³ rate would compare to the known or expected rates of the following regional water supply systems in Alberta:

- a. Mountain View - \$1.20 presently, rising to \$1.37 in 2012,
- b. Westlock - \$1.25,
- c. Shirley McLellan - \$ 1.80,
- d. North Red Deer - \$1.92,
- e. Highway 12/21 - \$2.26,
- f. Kneehill - \$3.10, and
- g. Highway 14 - \$3.76

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6.4 Financial Summary

A summary of the Income Statement and selected Balance Sheet items are set out in Tables 6.4 and 6.5 respectively. The initial valuations for the assets constructed by the Commission are the estimated capital costs. Depreciation is calculated on a 25 year straight-line basis. Table 6.6 identifies the contributions of each Member.

**Table 6.4
Elk Point / St. Paul Regional Water System
Summary of Income Statement Items
Years 2012 - 2016**

	2012	2013	2014	2015	2016
Revenue					
Rates (From Table 6.3)	\$92,747	\$282,414	\$306,606	\$314,226	\$322,006
Contribution from Members					
Governance and Administration	\$20,100	\$20,502	\$20,912	\$21,330	\$21,757
Debenture Debt	\$0	\$46,893	\$51,477	\$51,477	\$51,477
Total Revenue	\$112,847	\$349,810	\$378,995	\$387,033	\$395,240
Expenditure					
Governance and Administration	\$20,100	\$20,502	\$20,912	\$21,330	\$21,757
Purchase of Water	\$57,075	\$184,656	\$204,404	\$213,674	\$223,344
Operations and Maintenance	\$14,333	\$43,860	\$44,737	\$45,632	\$46,545
Capital Reserves	\$0	\$0	\$0	\$0	\$25,000
Transfer to Operating Reserves	\$10,000	\$45,000	\$45,000	\$45,000	\$20,000
Debt Payments	\$0	\$46,893	\$51,477	\$51,477	\$51,477
Total Expenditure	\$101,508	\$340,911	\$366,530	\$377,113	\$388,122
 Surplus (Deficit)	 \$11,339	 \$8,899	 \$12,465	 \$9,920	 \$7,118

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Table 6.5
Elk Point / St. Paul Regional Water System
Summary of Selected Balance Sheet Items
Years 2012 - 2016

	2012	2013	2014	2015	2016
<u>Capital Assets</u>					
Treated Water Transmission Line	\$7,300,000	\$7,008,000	\$6,716,000	\$6,424,000	\$6,132,000
Total Capital Assets	\$7,300,000	\$7,008,000	\$6,716,000	\$6,424,000	\$6,132,000
<u>Liabilities</u>					
Long Term Debt	\$610,416	\$632,037	\$654,752	\$678,617	\$690,999
<u>Operating Reserves</u>					
<u>Rate Stabilization Reserve</u>					
Opening Balance	\$0	\$10,000	\$35,000	\$55,000	\$65,000
Additions	\$10,000	\$25,000	\$20,000	\$10,000	\$0
(Withdrawals)					
Closing Balance	\$10,000	\$35,000	\$55,000	\$65,000	\$65,000
<u>Emergency Response, O & M Reserve</u>					
Opening Balance	\$0	\$0	\$20,000	\$45,000	\$80,000
Additions	\$0	\$20,000	\$25,000	\$35,000	\$20,000
(Withdrawals)					
Closing Balance	\$0	\$20,000	\$45,000	\$80,000	\$100,000
<u>Capital Reserve</u>					
Opening Balance	\$0	\$0	\$0	\$0	\$0
Additions	\$0	\$0	\$0	\$0	\$25,000
(Withdrawals)					
Closing Balance	\$0	\$0	\$0	\$0	\$25,000
<u>Accumulated Surplus</u>					
Opening Balance	\$0	\$11,339	\$20,237	\$32,702	\$42,623
Annual Surplus/(Deficit)	\$11,339	\$8,899	\$12,465	\$9,920	\$7,118
Closing Balance	\$11,339	\$20,237	\$32,702	\$42,623	\$49,741

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Table 6.6
Elk Point / St. Paul Regional Water System
Summary of Contributions and Charges by Member
Years 2012 - 2016

	2012	2013	2014	2015	2016
Town of Elk Point					
Share of Governance and Administration	\$16,080	\$16,402	\$16,730	\$17,064	\$17,406
Share of Debenture Debt Payments	\$0	\$39,078	\$42,897	\$42,897	\$42,897
Estimated Charges for Water Services	\$92,747	\$282,414	\$297,676	\$302,141	\$306,673
	\$108,827	\$337,894	\$357,303	\$362,102	\$366,976
County of St. Paul					
Share of Governance and Administration	\$4,020	\$4,100	\$4,182	\$4,266	\$4,351
Share of Debenture Debt Payments	\$0	\$7,816	\$8,579	\$8,579	\$8,579
Estimated Charges for Water Services	\$0	\$0	\$8,930	\$12,086	\$15,334
Total Revenue from Members	\$4,020	\$11,916	\$21,692	\$24,931	\$28,264
<i>Financial Model Balance Check</i>	\$112,847	\$349,810	\$378,995	\$387,033	\$395,240
<i>Should all be the same</i>	\$112,847	\$349,810	\$378,995	\$387,033	\$395,240
	\$112,847	\$349,810	\$378,995	\$387,033	\$395,240

7. Risks and Barriers

To meet the needs of the urban and rural communities for a long term assured supply of safe water, the Municipalities contemplate the staged development through the auspices of a regional services commission of the complete System, as expressed through this Plan. The project has been approved for funding under the Alberta Water for Life program and a significant grant will be received under this program.

If a delay is experienced in receiving various regulatory approvals including debt limit extension approval and water license approval, Elk Point would need to continue to use its existing facilities. However for Elk Point, the existing raw water storage is near to becoming insufficient to meet current demands and a combination of events could lead to raw water shortages. Treated water would have to be hauled by truck from the St. Paul WTP at significant cost. Any investment in existing facilities needed to bridge the time gap in funding would most be lost investment and would need to be borne fully by Elk Point.

As well a delay in the project:

- would delay the availability of water for County development in the St. Paul – Elk Point corridor.
- could jeopardize the Water for Life grant funding already approved, and
- may increase the capital costs as a result of competing for construction resources in an inflating Alberta economy brought on by from increased oil sands development over the next few years.

If regulatory approvals are not received, then the System as envisioned would be financially impossible for the Municipalities to consider. Elk Point would need to move ahead with upgrading its own facility which would be counter to the aims of Alberta Environment and Alberta Transportation and which would severely impact Elk Point financially.

8. Due Diligence

The Member municipalities have demonstrated due diligence in regards to their approach to this project and the decisions that have been made. The Members have:

- a. Commissioned the preparation of detailed engineering studies and carefully considered the information presented,
- b. Considered the options of including other municipalities in a regional approach,
- c. Worked closely with:
 - i. Alberta Environment to plan a system that would meet the environmental objectives of the Members and the Province of Alberta, and
 - ii. Alberta Transportation to plan a system that would meet the objectives of the Water for Life Program and secure funding under that program.
- d. Engaged a team of consultants well experienced in the design and construction of water systems and the development and operation of regional services commissions:
 - i. Associated Engineering, and
 - ii. C & J Vanco with principal John Van Doesburg.

This due diligence is further reflected in the scope and detail of this Plan which:

- a. Sets out clearly the need and viability of this project, and
- b. Will form a sound basis upon which this important regional service will proceed.

Appendix A
Elk Point / St. Paul Regional Water Commission Regulation
(Likely Wording)

ALBERTA REGULATION XX/2010

Municipal Government Act

**ELK POINT / ST. PAUL REGIONAL WATER
COMMISSION REGULATION**

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- 1 Establishment
- 2 Members
- 3 Services
- 4 Operating deficits
- 5 Sale of property
- 6 Profit and surpluses
- 7 Approval

Establishment

- 1** A regional services commission known as the Elk Point / St. Paul Regional Water Commission is established.

Members

- 2** The following municipalities are members of the Commission:
- (a) Town of Elk Point;
 - (b) County of St. Paul No. 19

Services

- 3** The Commission is authorized to provide a water supply system.

Operating deficits

- 4** The Commission may not assume operating deficits that are shown on the books of any of the member municipalities.

Sale of property

- 5(1)** The Commission may not, without the approval of the Minister, sell any of its land, buildings, equipment or inventory whose purchase has been funded wholly or partly by grants from the Government of Alberta.

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- (2) The Minister may not approve a sale under subsection (1) unless the Minister is satisfied
- (a) as to the repayment of the grants from the Government of Alberta and outstanding debt associated with that portion of the land, buildings, equipment or inventory to be sold,
 - (b) that the sale would not have a significant adverse effect on the services the Commission provides, and
 - (c) that the sale will be properly reflected in the rates subsequently charged to the customers of the Commission.

Profit and surpluses

- 6** Unless otherwise approved by the Minister, the Commission may not
- (a) operate for the purposes of making a profit, or
 - (b) distribute any of its surpluses to its member municipalities.

Approval

- 7** The Minister may make an approval under section 5 or 6 subject to any terms or conditions the Minister considers appropriate.

Appendix B
Elk Point / St. Paul Regional Water Commission
Bylaws (Drafts)

Bylaw No. 1

Being a By-Law of the Elk Point / St. Paul Regional Water Commission in the Province of Alberta (Commission) respecting the appointment of a Board of Directors and Chairperson,

WHEREAS pursuant to the provisions of the *Municipal Government Act*, R.S.A. 2000, c. M-26; the Board of the Commission must pass a Bylaw respecting the appointment of its Directors and the designation of its Chair, and

WHEREAS such Bylaw requires does not come into effect until the approved by the Minister of Municipal Affairs.

NOW THEREFORE the Board enacts the following:

1. DEFINITIONS

- 1.1 “Act” means the *Municipal Government Act*, R.S.A. 2000, c. M-26;
- 1.2 “Board” means the Board of Directors of the Commission;
- 1.3 “Chair” means the Chairperson of the Board;
- 1.4 “Commission” means the Elk Point / St. Paul Regional Water Commission;
- 1.5 “Director(s)” means the representative of a Member to the Board (the representatives of the Members to the Board) appointed in accordance with this Bylaw;
- 1.6 “Member(s)” means that Member (or those Members of the Commission) set out in the Regulation;
- 1.7 “Regulation” means *Alberta Regulation AR* _____;

2. BOARD OF DIRECTORS

- 2.1 The Board shall consist of six (6) Directors and composed of three (3) Directors representing each Member as appointed by the municipal council of the Member from among the Member’s elected officials;
- 2.2 A Member may revoke its appointment of a Director and may appoint a replacement Director.

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- 2.3 An alternate Director, as appointed by a Member, is entitled to act in the place of the Director in respect of who he is named as alternate when the original Director is absent or not able to attend a meeting of the Board.
- 2.4 When an alternate Director acts in place for a Director, the alternate Director is a member of the Board for all purposes.
- 2.5 The Directors shall elect, from amongst their number, the Chair and the Vice-Chair at the first Regular Meeting of the Board in November of each year.
- 2.6 The term of office of the Chair and Vice Chairman is one year.

3. **AMENDMENTS**

- 3.1 In accordance to section 191 (2) of the Act, a bylaw to amend this Bylaw does not come into force until the bylaw is passed by a majority of the Directors and approved by the Minister of Municipal Affairs.
- 3.2 Written notice of a proposed amendment to this Bylaw shall be provided to each Director and each Member not less than thirty (30) days in advance of the meeting at which the amendment is to be considered.

READ A FIRST TIME this _____ day of _____, 20__

READ A SECOND TIME this _____ day of _____, 20__

READ A THIRD TIME this _____ day of _____, 20__

Chair

Manager

Approved by the Minister of Municipal Affairs this _____ day of _____ 20__

Minister of Municipal Affairs

Elk Point / St. Paul Regional Water Commission

Bylaw No. 2

Being a By-Law of the Elk Point / St. Paul Regional Water Commission in the Province of Alberta (Commission) respecting the Operation of the Commission and Provision of Services.

WHEREAS appointment of the Board of Directors and the selection of Chair and Vice Chair of the Board has been established under Bylaw No. 1, and

WHEREAS pursuant to the provisions of the *Municipal Government Act*, the Board of the Commission may pass Bylaws

1. respecting the provision of the commission's services;
2. governing the administration of the commission.

NOW THEREFORE the Board enacts the following:

1. DEFINITIONS

- 1.1 "Act" means the *Municipal Government Act*, R.S.A. 2000, c. M-26;
- 1.2 "Annual Meeting" means the Meeting of the Board and the Members to be held on a date and at a location to be determined by the Board in accordance with this Bylaw;
- 1.3 "Auditor" means the auditor of the Commission appointed by the Board pursuant to Section 9 hereof;
- 1.4 "Board" means the Board of Directors of the Commission;
- 1.5 "Budget" means the capital budget and the operating budget required by the Act;
- 1.6 "Chair" means the chairperson of the Board, selected in accordance with Bylaw No. 1;
- 1.7 "Commission" means the Elk Point / St. Paul Regional Water Commission established under the Regulation;
- 1.8 "Director" means the representative of a Member on the Board appointed in accordance with Bylaw No. 1;
- 1.9 "Financial Plan" means the financial plan for the Commission for the forthcoming three (3) financial years, as it exists from year to year;

- 1.10 "Manager" means the person appointed by the Board as Manager in accordance with this Bylaw;
- 1.11 "Member(s)" means the member(s) set out in the Regulation;
- 1.12 "Regulation" means *Alberta Regulation AR* _____;
- 1.13 "Regular Meeting" means the meetings of the Board to be held each year on dates and at locations to be determined by resolution of the Board pursuant to Section 6.1 hereof;
- 1.14 "System" means the water treatment plant, pipelines, reservoirs, pump stations and control systems operated by the Commission for the purpose of providing water to the members and customers of the Commission.
- 1.15 "Special Meeting" means a meeting of the Board called in accordance with Section 6.2 of this Bylaw;
- 1.16 "Water Services" means all treated water services provided by the Commission; and
- 1.17 All other words in this Bylaw are as defined or used in the Act or the Regulation.

2. OBJECTS

- 2.1 The object of the Commission is to operate a water supply system to provide wholesale treated water services to its Members;

3. MANAGEMENT

- 3.1 The management of this Commission shall be vested in the Board.

4. BOARD OF DIRECTORS

- 4.1 In addition to those Directors appointed in accordance with Bylaw No. 1, the Town of St. Paul, given its role in the supply of treated water to the System is entitled to appoint a non-voting representative to the Board of Directors to represent the interests of the Town of St. Paul.
- 4.2 The proceedings of the Board shall be conducted in accordance with the Act and this Bylaw.
- 4.3 The Board shall be responsible for the management and conduct of the affairs of the Commission, which responsibility shall include, but not be limited to, the following:

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- (a) to approve the Financial Plan for the forthcoming three (3) years and the Budget for the forthcoming year;
 - (b) to maintain the operations of the Commission in a manner which benefits the Members; and
 - (c) to cause the minute books and financial records of the Commission to be maintained and to make the same available to the Members.
- 4.4 The Directors shall receive for attending any Board meeting or for carrying out any Director's responsibilities, meeting fees and expenses including travel expenses as permitted by the rates and fees set out the Financial Plan and Budget.

5. OFFICERS

- 5.1 The Chair shall preside over each Regular Meeting, Special Meeting and the Annual Meeting and of any meetings of any committee of the Commission.
- 5.2 The Chair shall appoint all officials and committees as directed by the Board.
- 5.3 The Chair shall be an ex-officio member of all committees.
- 5.4 The Chair shall vote on all matters before the Board.
- 5.5 The Chair shall perform all other and such other duties as are usually performed by the Chair.
- 5.6 The Vice-Chair shall act and perform the duties of the Chair in his absence in the conduct of his office.
- 5.7 In the absence of the Chair at any meeting, the Vice-Chair shall preside over the meeting for that meeting only.
- 5.8 During the absence or inability of the Chair and Vice-Chair, a Director appointed by the Board for that purpose shall exercise the duties and powers of the Chair.
- 5.9 The Board in its discretion may appoint other Officers from time to time.
- 5.10 In addition to the duties set forth herein, the Officers shall have such duties as the Board may from time to time determine.

6. MEETINGS OF THE BOARD OF DIRECTORS

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- 6.1 The Board, by resolution, may establish the date and number of Regular Meetings held during a year, however, there shall be not less than two (2) Regular Meetings per year.
 - 6.2 The Chair:
 - (a) may call a Special Meeting at the discretion of the Chair; and
 - (b) shall call a Special Meeting upon receipt of written request by at least Three (3) Directors.
 - 6.3 Notice of the time and place of every Board meeting shall be given to each Director personally, by telephone or by facsimile transmission or any electronic medium not less than forty-eight (48) hours before the time fixed for the holding of such Board meeting, provided that any Board meeting may be held at any time and place without such notice if:
 - (a) all the Directors are present thereat and signify their waiver of such notice at such meeting; or
 - (b) All the Directors present thereat signify their waiver of such notice and all the Directors that are absent have signified their consent to the meeting being held in their absence.
 - 6.4 A Director may participate in a Board meeting or at a meeting of a committee of the Board by means of telephone conference or other electronic communications medium that permits each of the Directors to hear each of the other Directors and to be heard by each of the other Directors.
 - 6.5 The Chair shall establish the agenda for any meeting of the Board. Directors shall be entitled to add items to the proposed agenda by submitting a written request to the Manager at least twenty-four (24) hours before the meeting.
 - 6.6 The Board shall adopt the agenda at the beginning of the meeting and may, upon agreement of a majority of those Directors present at the meeting add or delete items from the agenda.
 - 6.7 Any matter properly placed before a meeting of the Board shall be decided by a majority of the votes cast by the Directors present at the relevant Board Meeting.
 - 6.8 A quorum of the Board shall be a majority of the Directors with a minimum of one Director present from each member of the Commission.
7. ANNUAL MEETINGS
- 7.1 The Board shall call an Annual Meeting which shall be held no later than April 30th of each year.

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- 7.2 Written notice of the Annual Meeting shall be provided to each Member by mail postmarked not less than thirty (30) days prior to the date of the Annual Meeting.
- 7.3 At the Annual Meeting, the Auditor shall present the audited financial statements of the Commission and the Chair shall report on the activities of the past year of the Board and the future plans of the Commission.

8. MANAGER

- 8.1 The Manager shall act as the administrative head of the Commission and the without limiting the foregoing, the Manager shall:
 - (a) ensure that the policies and programs of the Commission are implemented;
 - (b) advise and inform the Board on the operations and affairs of the Commission;
 - (c) maintain custody of the seal of the Commission and when required on any instrument requiring the seal of the Commission, affix the same together with one of the Chair or the Vice-Chair;
 - (d) perform the duties and exercise the powers assigned to the Manager in this Bylaw
 - (e) perform the duties and exercise the powers required of the Manager in the Act or any other applicable legislation;
 - (f) cause the funds of the Commission to be received and disbursed in accordance with the directions of the Board, subject to this Bylaw;
 - (g) cause to be kept detailed accounts of all income and expenditures including proper vouchers for all disbursements of the Commission;
 - (h) cause to be rendered to the Board at Regular Meetings or whenever required by the Board an account of all transactions of the Commission and the financial position of the Commission;
 - (i) cause all facts and minutes of all proceedings to be kept on all meetings of the Commission;
 - (j) cause all notices to be given to Members and to Directors required by this Bylaw;
 - (k) cause to be kept all books, papers, records, correspondence, contracts and other documents belonging to the Commission and shall cause the same to be delivered up when required by the Act

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or when authorized by the Board to such person as may be named by the Board; and

- (l) shall carry out any lawful direction of the Board from time to time.

8.2 The Board may select as Manager:

- (a) an individual that is an employee of the Commission;
- (b) an individual, municipality, or firm engaged on a contractual basis;

on such terms and conditions as may be acceptable to the Board.

8.3 Any one of the Chair or Vice-Chair, together with the Manager are authorized to execute and deliver any cheques, promissory notes, bills of exchange and other instruments, whether negotiable or not, on behalf of the Commission.

8.4 The Board may, from time to time, appoint an acting manager who shall be authorized, in the absence the Manager, to perform such duties of the Manager as the Board may prescribe.

8.5 Members shall have the right to inspect and may obtain extracts or copies of all books and records of the Commission.

9. AUDITOR

9.1 The Board shall appoint an Auditor who shall report to the Board on the annual financial statement of the Commission and on the financial procedures and activities of the Commission.

9.2 The Board shall appoint the Auditor at the first meeting of the Board following the Annual Meeting for the ensuing year.

10. VOLUME OF WATER SUPPLIED

10.1 The Commission shall undertake to provide capacity within the system to supply the volume of water annually requested by each member, ultimately providing the following the 25-Year projected consumption volumes in cubic meters per year:

Town of Elk Point	305,958
County of St. Paul No. 19	<u>61,192</u>
	367,150

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- 10.2 The Commission may at its discretion, provide to Members volumes of water exceeding these allocations.
- 10.3 Members shall provide the Commission in the fall of each year, a request for water for the next ensuing year, based on a reasonable estimate of the volume of water expected to be required to meet the needs of the Member's customers in that next year, together with a forecast of volumes anticipated to be required by the member for the second through fifth ensuing years.
- 10.4 Where the capacity of the system is insufficient to deliver the water requested by the Members, the Members shall be allocated the available capacity proportionately based on the previous year's volumes, until such time as the Commission is able to fully supply the volume required.

11. FINANCIAL

- 11.1 The financial year of the Commission shall be the calendar year.
- 11.2 Without limiting the requirements for the Budget pursuant to the Act, the Board in fall of each year will prepare the Financial Plan for the forthcoming three (3) financial years and Budget for the next financial year which will set out the:
 - (a) expected consumption requirements of the Members;
 - (b) estimate expenditures for the:
 - (i) operations of the Board and Manager;
 - (ii) operations of the system;
 - (iii) purchase of water;
 - (iv) repayment of debt obligations;
 - (v) non cash expenditures; and
 - (vi) return on equity and investments;
 - (c) estimated revenue requirements to meet the expenditures of the Commission and the rates and fees to be charged to Members and customers of the Commission;
 - (d) second and third year projections of operating expenditure, revenue requirements and rate trends;
 - (e) capital projects planned and expected to completed in the forthcoming financial year and the second and third financial years of the Financial Plan;
 - (f) estimated costs and sources of revenue for each year of the Financial Plan;

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- (g) rates of remuneration and expenses to be provided to the Directors.
- 11.3 Subject to and in accordance with the Act and the Budget, the Commission may:
 - (a) accumulate operating surplus funds to an amount up to but not exceeding 50% of the annual operating expenditures in any year; and
 - (b) accumulate capital reserve funds to an amount up to but not exceeding the total expected capital expenditures in the three years of the Financial Plan and Budget.
- 11.4 Each Director shall be entitled to vote on the Budget and on the Financial Plan
- 11.5 Upon receipt of authorization from the Board to distribute the proposed Budget and Financial Plan, the Manager shall distribute to each Member a complete copy of the proposed Budget and Financial Plan for the relevant financial year.
- 11.6 Any Member may submit comments and questions to the Board in writing in relation to the Budget and the Financial Plan within thirty (30) days immediately following the date of distribution of the Budget and the Financial Plan.
- 11.7 After the thirtieth (30th) day immediately following the date of distribution of the Budget and the Financial Plan, the Directors shall finalize and approve the Budget and the Financial Plan for the relevant financial year. For the purposes of this paragraph, approval of the Budget and the Financial Plan shall require a majority of those votes cast to be in favour
- 11.8 If the Budget and Financial Plan are not both approved by majority vote as aforesaid, the Manager shall, as soon as reasonably practicable thereafter, deliver to each Member a revised Budget and Financial Plan for approval in accordance with this paragraph and such process shall continue until the Budget and the Financial Plan for the relevant financial year have both been approved.
- 11.9 Subject to the Act, the Manager may, during any financial year, present to the Members amendments to the Budget and the Financial Plan for the then current financial year. Any amendments to the Budget and the Financial Plan shall be made in accordance with the procedure for approval of the Budget and the Financial Plan set forth in paragraphs 11.5, 11.6 and 11.7, herein.

- 11.10 The Commission shall set out in the annual Budget and Financial Plan, the rate to be charged by the Commission for providing Water Services to the Members and customers and such rates and fees shall be adopted by the Commission by Bylaw.
- 11.11 The estimated costs of the system shall be determined on a cost of service basis utilizing the principles set out in the American Water Works Association (AWWA) manuals of practice dealing with water rates and charges, as revised and updated from time to time, and in accordance with the findings and directives of the Alberta Utilities Board, such approach being commonly referred to as the “utility rate model” and shall include full recovery of the annual costs of the Commission for those cost components set out in clauses 11.2 and 11.3.
- 11.12 The rate for water services to Members shall be a common rate, calculated by dividing the estimated costs of the system determined under clause 11.11, by the total volume of water requested under Clause 10.3 by the Members and anticipated to be sold to customers.
- 11.13 For those Members purchasing water from the Commission, the Members shall pay to the Commission the product of the actual volume of water purchased by the Member in a year times the rate set out in clause 11.10. Notwithstanding the actual volume of water purchased, the Member shall be responsible for a minimum payment to the Commission of 90% of the volume requested by the Member under Clause 10.3 times the rate set out in clause 11.10.
12. CUSTOMERS AND RESTRICTIONS IN USE OF WATER
- 12.1 The Commission shall not sell Water Services to a Member and a Member shall not resell Water Services to any customer for the purpose of the supply of Water Services for water flood injection into any geological subsurface structure or formation for oil and gas recovery.
- 12.2 The Commission may terminate the supply of water services to any Member for failure to pay for water services received from the Commission.
- 12.3 Water Services provided by the Commission will be sold at a uniform rate to each Member. The Commission shall be entitled to terminate supply of water services to a Member if the Commission determines that the Member is selling water under the Commission’s uniform rate.
13. CHANGE IN MEMBERSHIP
- 13.1 The Board may agree to the addition of a municipality as a Member of the Commission if sufficient capacity for the supply of water can be made available.

- 13.2 A new Member shall be required to pay an amount to be calculated at the time of application.
- 13.3 Any contribution received by the Commission under Clause 13.2 shall inure to the benefit of the existing Members in the proportion to the contribution of the existing members to the Commission from the date of inception of the Commission to the date of entry of any new member.
- 13.4 A Member may withdraw from membership of the Commission upon five (5) years notice. The withdrawing Member may sell the equity contributed by the Member during the Member's term of membership of the Commission to any other Member of the Commission for such compensation and on such terms as the parties may agree subject to the approval of the Board. However, the Commission or any Member shall not be obligated to purchase the withdrawing Member's proportionate share of the system. The Commission shall not utilize the capacity of the system related to the withdrawing Member's equity or utilize the withdrawing Member's water volume allocation without fair compensation.
- 13.5 The withdrawing Member shall still be responsible for any respective proportion of outstanding debt principle for which the Member is responsible and the Member shall either pay the outstanding principle and any accrued interest to the Commission or agree to continue to pay the respective share of the annual payments on the debt. Any proceeds to the Member from the sale of capacity under clause 1) shall be firstly applied to outstanding debt principle of the Member.
- 13.6 Notwithstanding Section 13.4, if there are only two Members of the Commission, the withdrawal of either Member would lead to the disestablishment of the Commission in which case the assets of System would accrue to the remaining Member.
- 13.7 In the case of disestablishment, the withdrawing Member may sell the equity contributed by the withdrawing Member during that Member's term of membership of the Commission to the remaining Member for such compensation and on such terms as the two parties may agree. However, the remaining Member shall not be obligated to purchase the withdrawing Member's proportionate share of the system. The remaining Member shall not utilize the capacity of the system related to the withdrawing Member's equity or utilize the withdrawing Member's water volume allocation without fair compensation.
- 13.8 The withdrawing Member shall still be responsible for any respective proportion of outstanding debt principle for which the withdrawing Member is responsible and the withdrawing Member shall either pay the outstanding principle and any accrued interest to the remaining Member or agree to continue to pay the respective share of the annual payments on the debt. Any proceeds to the withdrawing Member from the sale of capacity under

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clause 1) shall be firstly applied to outstanding debt principle of the withdrawing Member.

- 13.9 The addition of any new Member or the withdrawal of any Member shall be subject to the approval of the Government of Alberta.

14. **AMENDMENTS**

- 14.1 An amendment to this Bylaw may be passed by the Board by a majority of the Directors of the Board.

- 14.2 Written notice of a proposed amendment to the Bylaw shall be provided to each Director and each Member not less than thirty (30) days in advance of the meeting at which the amendment is to be considered.

READ A FIRST TIME this _____ day of _____, 2010

READ A SECOND TIME this _____ day of _____, 2010

READ A THIRD TIME this _____ day of _____, 2010

Chair

Manager

Appendix C – Water Supply Agreement Template (Draft)

THIS AGREEMENT made effective as of the _____ day of _____, 20____.

WATER SUPPLY AGREEMENT

Elk Point / St. Paul Regional Water Commission
(the "Commission")

- and -

(the "Member")

Introduction:

WHEREAS the Member desires to enter into an agreement with the Commission for the supply of water from the Elk Point / St. Paul Regional Water System (System) to the Member to provide water services to its customers;

AND WHEREAS the Member wishes to purchase Water from the Commission and the Commission wishes to sell and deliver Water to the Member;

AND WHEREAS the Member and the Commission recognize that conservation of water resources is an important goal;

IN CONSIDERATION of the mutual and other promises described in this Agreement, the Commission and the Member covenant and agree as follows:

1. Definitions

In this Agreement, each of the following words shall have the meaning for that word described below unless expressly stated otherwise:

- (a) **Agreed Variance** means the standard for accuracy for the Meter being tested as specified in the latest edition of the American Water Works Association 700 Series Standards;
- (b) **Agreement** means this Water Supply Agreement including the Introduction clauses, all attached Schedules and all documents produced or delivered according to the terms of this Agreement;
- (c) **Annual Quantity** means for each calendar year the quantity of Water for that year determined according to the provisions of attached Schedule "C";
- (d) **Best Efforts** means, in relation to the performance of an obligation, efforts that are

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sensible and practical, and involve the exercise of reasoned and sound judgment having regard to all of the relevant circumstances;

- (e) **Bylaws** mean the Bylaws of the Commission that together set out the establishment and operation of the Commission.
- (f) **Commission** means the Elk Point / St. Paul Regional Water Commission as established by Alberta Regulation AR _____
- (g) **Cross Connection** means any physical connection to the System or to the Member's Distribution System by which Water may become contaminated;
- (h) **Delivery Pressures** means for each calendar year the Minimum Pressure and the Normal Pressure Range for that year;
- (i) **Effective Date** means the date of this Agreement;
- (j) **Equipment** means all necessary valves, pressure and flow controls, associated equipment and pipes required within a Meter Chamber, except the Meter;
- (k) **Maximum Daily Quantity** means for each day during a calendar year, the maximum quantity of Water for that day determined according to the provisions of the attached Schedule "C";
- (l) **Members** mean those Members of the Commission.
- (m) **Members's Boundaries** means [either]
 - (i) the legal municipal boundary of the Member [in the case of Elk Point]
[or]
 - (ii) the boundary of a specified area of the County as shown in the attached Schedule "B";
- (n) **Meter** means the consumption measuring device owned by the Commission which is located in a Meter Chamber;
- (o) **Meter Chamber** means the physical structure which houses the Equipment and the Meter at which the Commission measures the quantity of Water delivered to the Member,
- (p) **Minimum Pressure** means for each calendar year, the minimum pressure for delivery of Water at the Point of Delivery for that year determined according to the provisions of the attached Schedule "D";
- (q) **M³** means cubic meters;
- (r) **Normal Pressure Range** means for each calendar year, the normal pressure range for delivery of Water at the Point of Delivery for that year determined according to the provisions of the attached Schedule "D";
- (s) **Points of Delivery** means the places described in the attached Schedule "B" where

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Water is sold and delivered to the Member by the Commission;

- (t) **Rate** means the price for Water established from time to time by the Commission according to the provisions of the attached Schedule "E";
- (u) **Schedules** means those Schedules attached hereto which form part of this Agreement including:
 - (i) Schedule "A" - The Member's Boundaries
 - (ii) Schedule "B" - Points of Delivery and Meter Chambers
 - (iii) Schedule "C" - Annual Quantity and Maximum Daily Quantity
 - (iv) Schedule "D" - Delivery Pressures
 - (v) Schedule "E" - Calculation of Rate and Minimum Payment
 - (vi) Schedule "F" - Dispute Resolution Process
- (v) **System** means the Elk Point / St. Paul Regional Water System operated by the Commission for the supply of Water
- (w) **Water** means treated water which is safe for human consumption
- (x) **Watermain** means a water pipe line under pressure used to supply or deliver Water.

2. Supply and Use of Water

- (a) The Commission agrees to sell and deliver Water to the Member according to the terms of this Agreement.
- (b) The Member agrees to buy and accept delivery of Water from the Commission according to the terms of this Agreement.
- (c) The Member, during the term of this Agreement, shall obtain all of its water requirements from the Commission.
- (d) Subject to Sub-Clause (e) following, the Member may use or resell any or all of the Water delivered by the Commission to the Member for users and customers located:
 - (i) within the Member Boundaries; and
 - (ii) outside of the Member's Boundaries that have been authorized by the Commission to receive Water from the Member.
- (e) The Commission shall not sell Water Services to the Member and a Member shall not resell Water Services to any customer for injection into any geological subsurface structure or formation.
- (f) The Member and the Commission shall not allow or permit any Cross Connections.

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3. Points of Delivery and Metering of Water

- (a) The Commission shall determine the Point or Points of Delivery that the Commission requires to deliver Water from the System to the Member. The location of each Point of Delivery shall be described in Schedule “D”.
- (b) The Member may require additional Points of Delivery beyond those required and provided by the Commission and, where authorized by the Commission at the request of the Member, Schedule D of this Agreement shall be amended to identify the additional Point of Delivery.
- (c) Each Point of Delivery will require a Meter Chamber through which the delivery of Water to the Member is controlled and measured.
- (d) For each Point of Delivery required by the Commission, the Commission at its sole expense shall be responsible for the construction, operation and upgrading of the Meter Chamber. The Commission shall retain ownership of the Meter Chamber and shall keep safe, maintain, repair and replace such Meter Chamber.
- (e) For each additional Point of Delivery required by the Member, the Member at its sole expense shall be responsible for the construction, operation and upgrading of the Meter Chamber except the Meter. With the exception of the Meter, the Member shall retain ownership of the Meter Chamber and shall keep safe, maintain, repair and replace such Meter Chamber.
- (f) The Commission shall provide, care for, maintain, repair and replace the Meters.
- (g) Once a year, the Commission may test a Meter for accuracy. The Commission shall pay for such tests and shall provide the results of the test to the Member.
- (h) Upon written request of the Member, the Commission shall test for accuracy any meter at the Points of Delivery to the Member. If the test indicates that the accuracy of a Meter exceeds the Agreed Variance, the Commission shall pay for the test. If the test does not indicate that the accuracy of a Meter exceeds the Agreed Variance, the Member shall pay for the test.
- (i) If at any time a Meter Chamber or a Meter is out of service or is being repaired so that the measurement of the volume of Water being delivered is not being recorded accurately within the Agreed Variance, or if a test determines that a Meter is not registering accurately within the Agreed Variance, the Meter Chamber or Meter shall be repaired or adjusted as soon as practical. The measurement shall be corrected for a period definitely known or agreed upon, or if not known or agreed upon, for one-half of the period since the last Meter test, and the measurements shall be determined or adjusted, as the case may be, to correct for the degree of inaccuracy using the best available data in the following priority:
 - (i) by using any check measuring equipment if installed and if accurately registering within the Agreed Variance;
 - (ii) by correcting the error, if the percentage of the error is ascertainable by calibration, test or mathematical calculation; or
 - (iii) by estimating the volume based upon deliveries under similar conditions

Elk Point / St. Paul Regional Water System Business Plan – Draft 5.0, August 5, 2011

during a period of time when the Meter Chamber and Meter were working accurately.

- (j) The Member shall allow the Commission reasonable access to all Meter Chambers at reasonable times for the purposes of performing its obligations to care for, maintain, repair, replace and test the Meters.

4. Volume and Pressure

- (a) The Commission and Member shall determine an Annual Quantity of Water estimated to be required by the Member in accordance with Schedule C.
- (b) The Member shall be entitled to the Annual Quantity determined and the Commission shall undertake to provide the Water within the System to supply the Annual Quantity. In fulfilling this obligation, the Commission shall use Best Efforts to:
 - (i) make Water available to the Member each year as required by the Member to a maximum amount equal to the Annual Quantity for that year;
 - (ii) subject to clause (c) following, make Water available to the Member each day as required by the Member up to a maximum amount equal to the Maximum Daily Quantity for that day;
 - (iii) deliver Water to the Points of Delivery at all times during each year at a pressure equal to at least the Minimum Pressure for that year, and for the majority of the time during such year at a pressure falling within the Normal Pressure Range for that year; and
 - (iv) avoid situations where it is unable to supply to the Member the quantity of Water required by the Member.
- (c) The Member and the Commission shall work cooperatively and each of them shall use Best Efforts to manage and control the peak hour rates of draw so as to optimize the operation of the System while providing Water to the Member under this Agreement.
- (d) Provided there is sufficient quantity of Water available from the System and provided the Commission's ability to meet its obligations to other Members and customers is not jeopardized, the Commission shall use Best Efforts to provide additional quantities of Water above the Annual Quantity if required by the Member.
- (e) Where the availability of raw water or the capacity of the System is insufficient to deliver the Annual Quantity, the Members shall be allocated a proportion of the total available System volume based on a ratio of the Member's previous year's actual volume to the total previous year volume of all Members and customers, until such time as the Commission is able to fully supply the volume required.

5. Purchase of Water and Determination of Rates

- (a) The Member shall purchase and pay for all Water measured by the Commission at the Points of Delivery.
- (b) The Member shall purchase and pay for all Water at the Rate established by the

**Elk Point / St. Paul Regional Water System
Business Plan – Draft 5.0, August 5, 2011**

Commission and in effect from time to time in accordance with the attached Schedule “E”.

- (c) The Member shall pay for Water by way of monthly payments based upon billings prepared by the Commission. The Commission shall provide to the Member monthly billings setting out the actual volume of Water purchased from the Commission, the applicable Rate and amount payable to the Commission at least thirty (30) days in advance of the due date for payment. If the Member fails to pay by the due date, then the Member must pay the late payment charge specified in the monthly billing.
- (d) Notwithstanding paragraph 5(a), should the actual volume of water delivered to the Member by the Commission for a calendar year be less than 90% of the Annual Quantity for that year, the amount that the Member payable to the Commission under paragraph 5(b) shall be 90% of the Annual Quantity times the Rate, with such adjustment to be made on the final monthly billing issued under paragraph 5(d).
- (e) Annually, by October 31st, the Commission shall forward to the Member, the rate to be charged for water supplied by the Commission under this Agreement to become effective on January 1st of the following year.
- (f) The rate to be charged shall be calculated in accordance with the provisions of Schedule “E” of this Agreement.
- (g) The Member shall provide the Commission with such information as the Commission may reasonably request from time to time in respect of the Member's actual consumption of water.

6. Repairs, Maintenance and Replacements

- (a) The Commission may interrupt or curtail Water service for period of time as it may reasonably require for the purpose of effecting any repairs, maintenance, replacement, upgrading or other work related to the System providing service under this Agreement provided that:
 - (i) the Commission has given the Member at least forty-eight (48) hours prior notice or, in the event of unforeseen circumstances, the Commission gives notice of such interruption or curtailment as soon as is reasonably possibly possible; and
 - (ii) the Commission acts reasonably in using Best Efforts to restore services as soon as reasonably possible.
- (b) The Commission shall use Best Efforts to coordinate the repairs, maintenance, replacement, upgrading and other work referred to in sub clause (a), above, with the Member so as to minimize to the extent reasonable the inconvenience to the Member of interruptions and curtailments.
- (c) During periods of interruption or curtailment provided for in sub clause (a), above, the Commission may reduce the level, quality or quantity of service provided to the Member under this Agreement, provided that the Commission shall treat all of its customers affected by the interruption or curtailment, including the Member, fairly, equitably, and without preference, consistent with any operating constraints then in effect. The Commission and the Member shall use Best Efforts to keep each other apprised of and up-to-date in respect of the relevant circumstances during each

**Elk Point / St. Paul Regional Water System
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interruption or curtailment.

7. General Terms

- (a) This Agreement may not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- (b) This Agreement is for the benefit of and binds the Commission and the Member and their respective successors and permitted assigns.
- (c) Any term of this Agreement which is determined to be void, unenforceable or illegal shall be severed from this Agreement. The remaining terms shall be effective and enforceable.
- (d) The headings are for reference only and shall not be used to interpret or construe this Agreement.
- (e) Time is of the essence for every part of this Agreement.
- (f) The Member and the Commission are individually responsible for obtaining, at their sole expense, all necessary consents, approvals or orders from any level of government, board, tribunal, or other regulatory authority which is or are required in order for each of them to enter into this Agreement or to perform and satisfy their respective obligations described herein. The Member and the Commission shall cooperate with each other and shall provide reasonable assistance to each other, when requested.
- (g) Any notice, consent or communication required by this Agreement must be in writing and shall be delivered by hand or by courier to the following addresses or shall be telecopied (faxed) to the following telecopier (fax) numbers, as the case may be:

- (i) To the Commission:

Elk Point / St. Paul Regional Water Commission
Attention: Commission Manager
Office Address: PO Box 448
Elk Point, AB T0A 1A0
Telecopier (Fax) No.: (780) 724-2762

- (ii) To the [Member] :

Attention: Chief Administrative Officer

Telecopier (Fax) No:

- (h) This Agreement shall be governed by and construed according to the laws in force in the Province of Alberta and Bylaws of the Commission.
- (i) All changes of gender and number shall be made where required.
- (j) The term of this Agreement is Thirty (30) years commencing from the Effective Date. This Agreement may only be renewed by further written agreement between the

**Elk Point / St. Paul Regional Water System
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parties.

- (k) This Agreement is the only agreement between the parties in relation to the subject matter hereof, and supercedes and replaces all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof. This Agreement may only be amended or modified by a further written agreement of the parties.

8. Force Majeure

- (a) The Commission shall not be liable for any failure of or delay in performance of its obligations hereunder or be deemed to be in breach of this Agreement if such failure or delay arise from “force majeure”.
- (b) For the purposes of this Agreement, “force majeure” shall mean any cause not reasonably within the Commission’s control and shall include, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, storms, floods, high waters, washouts, inclement weather, orders or acts of evil or military authorities, civil disturbances, or any other causes, whether of the kind herein enumerated or otherwise, not within the reasonable control of the Commission and which, by the exercise of due diligence, the Commission is unable to overcome, provided that lack of funds shall not be a cause beyond control.
- (c) The Commission shall give the Member prompt notice of such circumstances and shall take all reasonable steps to remove such disability. The Commission shall not be entitled to the benefit of this force majeure clause to the extent the failure to provide Water was caused by the Commission having failed to remedy the force majeure condition where it was reasonably able to do so and to resume the supply of water with reasonable dispatch.
- (d) The Commission may impose reasonable restrictions on the delivery of Water, provided that the Commission shall treat all of its customers affected by the force majeure, including the Member, fairly, equitably and without preference, consistent with any operating constraints then in effect.
- (e) The parties agree that the settlement of strikes, lockouts, and other industrial disturbances shall be entirely within the discretion of the particular party involved therein and such party may make settlement thereof in such time and on such terms and conditions as it may deem to be advisable and no delay in making such settlement shall deprive such party of the benefits of this section.
- (f) A force majeure event shall merely suspend contractual obligations, and not bring this Agreement or any portion thereof to an end.

9. Liability, Damages and Mutual Indemnity

- (a) Unless the cause is proven to be due directly to the negligence of the Commission, its employee's or agents, the Commission shall have no liability to the Member whatsoever for any damage, loss, cost or expense resulting from, arising out of or associated with:

Elk Point / St. Paul Regional Water System

Business Plan – Draft 5.0, August 5, 2011

- (i) a break of any Watermain, service pipe or collapse of any ditch or trench.
 - (ii) the interference or suspension of the supply of Water due to maintenance work to, repair work to or replacement work for the Commission's water system or an emergency situation regarding any part of the Commission's water system, and
 - (iii) any accident to or failure of any part of the Commission's water system;
- (b) Notwithstanding any other provision of this Agreement, neither the Member nor the Commission shall be liable to the other for:
 - (i) any losses or costs arising from third party claims or causes of action, including claims or causes of action of the other's customers; or
 - (ii) any indirect, consequential or punitive damages, including loss of profits or revenues or other similar damages.
- (c) Each party (the "indemnifying party") agrees to indemnify and save harmless the other party (the "indemnified party"), its agents and employees from and against any and all damage, injury, loss, costs, causes of action, including legal costs on solicitor and own client basis, and claims suffered or incurred by the indemnified party, its agents or employees which are in any way connected with the performance or nonperformance of this Agreement and which are caused either directly or indirectly or contributed to in whole or in part by any act or failure to act of the indemnifying party, its agents and employees, in respect of which indemnifying party, its agents or employees is liable or otherwise responsible in law, provided that such indemnity shall be limited to an amount in proportion to which the indemnifying party, its agents and employees are at fault or otherwise held responsible in law.

10. Arbitration and Remedies

- (a) If a dispute arises between the Member and the Commission regarding the interpretation, application, operation or breach of this Agreement or any part of it the dispute must be submitted to the dispute resolution process described in the attached Schedule "F" before either party may take any other action or step or pursue any available remedy in relation to the dispute regardless of whether such action, steps or remedy involves the courts, the Alberta Utilities Commission or any successor tribunal or entity, provided however that either party may file a complaint or other document required to be filed with the courts, Board or any successor tribunal or entity and take any other action or step prior to submitting any dispute to the dispute resolution process if such filing, action or step is necessary to preserve its right to pursue the dispute in the event that the dispute resolution process is unsuccessful in resolving the dispute.

Notwithstanding that the dispute resolution process is involved, the parties shall continue to perform their obligations described in this Agreement until such time as the dispute resolution process is complete.

- (b) Subject to Sub-clause (a), above, if a party breaches this Agreement, then the other party shall have all available legal, equitable and other remedies.

Appendix 1 for 7.17: Elk Point/County of St. Paul Business Plan

Elk Point / St. Paul Regional Water System Business Plan – Draft 5.0, August 5, 2011

In witness whereof the parties have signed this Agreement to be effective from and after the Effective Date notwithstanding the actual date(s) of execution.

ELK POINT / ST. PAUL REGIONAL WATER COMMISSION

Per: _____

Per: _____

[MEMBER]

Per: _____

Per: _____

SCHEDULE “A”

The Member’s Boundaries

To be set. In the case of an urban municipality the Member’s Boundaries for the purposes of this Agreement shall be the established corporate boundaries of the Member as may be adjusted from time to time. In the case of a rural municipality a description or map of the service area will be included.

SCHEDULE “B”

Points of Delivery and Meter Chambers

Map and Diagrams of Points of Delivery and Meter Chamber Locations to be included

Elk Point / St. Paul Regional Water System
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SCHEDULE “C”

PART I - Annual Quantity

1. The Annual Quantity of Water for a calendar year shall be determined or re-determined, as the case may be, as follows:
 - (a) Prior to October 31st in each year of this Agreement, the Member shall provide to the Commission:
 - (i) a request for water for the next calendar year which the Member proposes as the Annual Quantity of Water, together with a forecast of volumes anticipated to be required for the second through fifth ensuing calendar years (the “forecast”); and
 - (ii) engineering and other information supporting the forecast, including without restriction information regarding the Member’s forecast population, business and industrial growth.
 - (b) If the Commission does not agree that the quantity requested by the Member as the Annual Quantity of Water or any other forecasted volumes are reasonable, the Member and the Commission shall work together in good faith to reach agreement on the Annual Quantity of Water or other forecasted volumes.
2. For greater certainty, each of the Commission and the Member shall act reasonably in preparing and reviewing each forecast, and in all discussions and negotiations in relation to each forecast and the establishment of an Annual Quantity of Water. The Member shall use best efforts in the preparation of each forecast to ensure to the extent reasonably possible that it is not over-estimating or otherwise inflating its Water needs. The Commission shall exercise sound engineering judgement and, where appropriate, consult with the Member when reviewing the technical aspects of the Member’s forecast.

PART 2 - Maximum Daily Quantity

The Maximum Daily Quantity for each day shall be equal to the quantity (expressed in M³) determined as follows:

$$\text{Maximum Daily Quantity} = \text{____} \text{AQ} / 365$$

Where AQ equals the Annual Quantity for the calendar year in which that day falls.

SCHEDULE “D”

Delivery Pressures

To be determined when technical aspects of pipeline operation is determined.

**Elk Point / St. Paul Regional Water System
Business Plan – Draft 5.0, August 5, 2011**

SCHEDULE “E”

Calculation of Rate and Minimum Payment

1. Determination of Rate

The rate to the Member shall be a rate common to all Members and shall be calculated by dividing the estimated annual costs of the System by the total volume of water requested by the Members.

The estimated annual costs of the System shall be calculated on a cost of service basis utilizing the principles set out in the American Water Works Association (AWWA) manuals of practice dealing with water rates and charges, as revised and updated from time to time, and in accordance with the findings and directives of the Alberta Utilities and may include:

- (i) operations of the Board and Manager;
- (ii) operations of the System including those costs related to the operation of the raw water supply facilities, treatment plant, transmission pipeline system and meter chambers;
- (iii) purchase of water from an outside source, if any;
- (iv) repayment of debt obligations;
- (v) non cash expenditures; and
- (vi) return on equity and investments;
- (vii) allocations for present or future capital expenditures
- (viii) prior year's or years' operating deficit

Principles and practices to be applied to determine Rates may be changed from time to time by way of negotiated agreement between the Members or as a result of a decision or order of the Alberta Utilities Commission, or a successor tribunal or authority.

2. Minimum Payment to the Commission

Under this agreement the Member shall pay to the Commission the product of the actual volume of water purchased by the Member in a year times the rate set out by the Commission. Notwithstanding this, where the actual volume of water purchased is less than 90% of the Annual Quantity, the Member shall be responsible for a minimum payment to the Commission of 90% of the Annual Quantity times the rate set by the Commission.

**Elk Point / St. Paul Regional Water System
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SCHEDULE “F”

Dispute Resolution Process

The Member and the Commission acknowledge that in any business relationship a difference of opinion or interpretation or a divergence of interest may arise. The Member and the Commission are committed to resolving any disputes in a non-adversarial, informal, and cost efficient manner. Therefore the Member and the Commission agree as follows:

1. The Member and the Commission shall attempt to resolve any dispute through direct negotiation.
2. Failing successful negotiation they shall resort to mediation as follows:
 - (a) Either party may by written notice to the other, request that the parties select a mediator. The parties shall endeavor to select a mediator agreeable to both from a list of suitable mediators maintained by the Alberta Arbitration and Mediation Society.
 - (b) Within 7 days of the Mediator's selection, the Mediator shall designate a time for a meeting among the Mediator and a representative of each of the Member and the Commission. Each representative must have authority to agree to a resolution of the dispute.
 - (c) Subject to paragraph 10(b) of the Agreement, for a 45 day period of time from the written notice requesting the selection of a mediator, neither the Member nor the Commission shall take any action or step or pursue any available remedy other than to use its Best Efforts to participate in the mediation process.
 - (d) The cost and expense of the Mediator and the mediation process shall be paid for equally by the Member and the Commission.
 - (e) The mediation process, including all discussions, proposals and written materials made or prepared, shall be strictly confidential and cannot be used or referred to in any subsequent action, step or proceedings.
 - (f) The Mediator cannot be called by either party as a witness in any subsequent action, step or proceeding.
3. Notwithstanding Clause 2 (c), either party may take such legal or regulatory action as may be necessary to preserve the right to any legal or regulatory remedy should a resolution of the dispute under the process in Section 2 of this Schedule be unsuccessful.



County of St Paul No 19
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.18 SCOPE CHANGE FOR ASHMONT/LOTTIE LAKE

#20110908016

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

Further to the presentation by Urban Systems earlier today, the public consultation portion of the water policy project can be covered under the water for life grant. Therefore we need a scope change for the Ashmont Lottie Lake project to include the public consultation as well as the laboratory testing.

Recommendation

Motion to change the scope for the Ashmont Lottie Lake project to include the public consultation as well as the laboratory testing.

Additional Information

Originated By : skitz



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.19 WATER POLICY PROJECT

#20110908017

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

Following the presentation by Urban Systems, they have provided a quote for developing a water policy for \$74,000, \$38,500 of which will be paid in 2011 with the remaining \$35,500 being paid in 2012

John Van Doesburg has offered to do the project for \$50,0000.

The expense for this was not considered in the budget process for 2011, however Council can approve the expenditure by resolution. As indicated at the meeting with both Urban Systems and John Van Doesburg in August, the water policy is going to be important as we move towards the finalization of the Ashmont/Lottie Lake project. This should be completed in the Spring of 2012.

Both approaches to doing this project have been attached for Council's review.

Recommendation

Council to decide if they want to pursue the water policy project with Urban System or John Van Doesburg.

Additional Information

Originated By : skitz



September 6, 2011

File: C3144.0005.00

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

Via email: skitz@county.stpaul.ab.ca
Attention: Sheila Kitz, Chief Administrative Officer

RE: COUNTY OF ST. PAUL WATER POLICIES

Thank you for the opportunity to talk with you about the water policy needs of the County. Further to our meeting on August 23, 2011, we have prepared this scope of work to develop Water Policies to reflect those needs, as well as other water concerns of the County as discussed in the Council meeting. We suggest that this work will take place in autumn 2011 and winter 2012, and we plan to conclude by April of 2012. Our proposed key work activities are described below:

A PROJECT SCOPE

1 COUNCIL VISIONING SESSION

The goal of this stage of the project is to create a vision (including values and guiding principles) for water policy in the County.

1.1 Create and Review Visioning Session Materials with Administration

Based on what we have learned about the County through our meetings with Council and administration, we will prepare the material required for a Council visioning session. This information will help Council explore options towards its water policy, including values such as sustainability, fairness and affordability and their potential impact on water-related decision-making.

We will review the draft material with administration prior to the visioning session with the Council and finalize it, using any input received as appropriate.

1.2 Meet with the Council and Visioning Session

Using the material created above, we will lead a visioning session with Council. As described above, the session will allow Council to explore water issues within the County, and describe values and guiding principles that will help water-related decision-making in the future.



1.3 Compile Results and Prepare Summary Report

Following the Visioning Session, we will create a summary report that will include the results of the council meeting including values, guiding principles, and any implications on the process moving forward. This will be submitted to administration for circulation to Council.

2 DEVELOP POLICIES BASED ON GUIDING PRINCIPLES

Based on Council's direction, the summary report and the results of the first stage of the public consultation (refer to section 4); we will prepare water policy statements for the County. These general statements will be presented in a policy document and can be communicated to public for their information.

3 DETERMINE COST OF WATER

Using the vision, values and guiding principles created above, we will review a number of water-related issues and perform a cost of water analysis. To determine the cost of water, we will perform the following tasks:

3.1 Define Level of Service and User Types

We will outline different user types (users with distribution system, rural users, truck fills, co-ops, etc.) and determine the level of service for each of them. The level of service addresses matters such as providing fire flows, storage requirements, emergency response etc.. All these factors will impact the cost of water for each user.

3.2 Update Capital, Operation and Maintenance Cost

With assistance from the county, and information presented in the Draft Ashmont Regional Water Business Plan and County of St. Paul Water Treatment Plant Upgrades/Water Transmission Line, Ashmont - Lottie Lake Study, we will update the capital, operation and maintenance and life cycle costs.

3.3 Cost of Water Analysis

Using the water demand projections in the Water Treatment Plant Upgrades/Water Transmission Line, Ashmont - Lottie Lake Study, and the results of task 3.2., we will determine the true cost of water for each user type.



3.4 Review the Results with Administration

The results of the cost of water analysis will be presented to you in a Technical Memorandum format. We will then meet with you to review the memorandum. After our discussion, we will revise the memorandum as needed.

4 PUBLIC CONSULTATION

This task will be performed as part of the Water Treatment Plant Upgrades/Water Transmission Line, Ashmont - Lottie Lake Study. However, in setting up the timing for public engagement, the requirements for both projects have been taken into consideration. This will allow for an efficient use of both provincial and County funds, while ensuring public access and input in to both projects.

4.1 Strategy Development and Initial Communication

In the initial phase of the public communication program, we will meet with administration and Council to define the scope, format and content for messages that will be relayed to the public. We will also review target dates for mailouts, meetings, and any other actions discussed. Using the information from the meeting, we will draft the initial communications materials, review them with administration, and then finalize. Printing and distribution will be the County's responsibility.

4.2 Share Principles and Next Steps

Using information gathered from the Council visioning session (Stage 1 of the Water Policy project), we will create the draft communications materials that will be distributed to the public, including guiding principles for the County's water policies. We will review the drafts with administration, and then finalize the communications. Printing and distribution will be the County's responsibility.

4.3 Information Gathering

This stage encompasses the information gathering activities. We will assist the County in soliciting feedback from the public regarding thresholds for potential water rates in the County. We assume, and have budgeted for, two open houses in order to gather this input from the public. We have also included a simple survey to be included on the County's website and added to resident's water bills. We will collate this information and create a report for Council and administration that reports the finding of the information gathering. Following review of this report, we will draft communications materials for the public, including rate threshold feedback, outcomes and next steps (including construction timelines) to be reviewed by administration. We will finalize the materials based on administration's feedback. Printing and distribution will be the County's responsibility.



5 DEVELOP IMPLEMENTATION PLAN

The objective of this task is to provide assistance to the Administration to develop a strategy for implementing the proposed water policies. This process will begin after the Council and Administration has established the cost of water to be charged to the residents (completing Task 3: Determine Cost of Water and 4.3 Public Consultation - Information Gathering) and will incorporate the guiding principles as well as public input. The implementation plan addresses matters such as charging true cost of water to residents through utility rates, covering all or part of the cost of water through other sources of revenue, and outlines the process to achieve the objective.

5.1 Develop Implementation Scenarios

As part of outlining this process, we will develop up to 3 implementation scenarios with different timelines (3, 5 and 10 year implementation). We will work with the Administration to prepare the cost-revenue cash flow for the County and evaluate the revenue implications and the impact on public for each scenario.

5.2 Council Presentation

We will present the results to Council and assist them in selecting the preferred scenario. The implementation plan will be finalized utilizing the preferred scenario.

6 PREPARE FINAL REPORT

6.1 Prepare Draft Report

We will prepare a draft report including the project history and background, guiding principles as defined by council, water policy statements, cost of water analysis and the results of the public consultations. This report will also outline the next steps and process to move forward with implementation.

6.2 Review with Administration

The draft report will be presented to you for your review. We will incorporate your comments and input, and prepare the final report.

7 PRESENTATION OF THE RESULTS TO COUNCIL

We will present the final report to Council, guiding them through the document and facilitating questions and discussion.



8 PROJECT MANAGEMENT

Effective communication, coordination and project management is key to providing high quality service and successfully completing the project. Urban Systems will ensure that Council and administration are engaged during the process and all tasks are completed on time and within the approved budget.

B NEXT STEPS - OPTIONAL FUTURE WORK:

After developing the water policies and determining the implementation plan, the county can proceed with the development of the connection policies and the water rate structure. As at this point there are still unknown factors that will impact the scope of the above studies, we will recommend that the detailed scope be prepared after the guiding principles are set and the implementation plan is finalized. The brief description of these future steps is provided below:

1) DEVELOP FUTURE CONNECTIONS REQUIREMENTS

This plan will outline the connection requirements and procedures for potential future users. These users can be single rural, co-ops, industrial and commercial and future subdivisions. The process, engineering and technical requirements and operating procedures will be determined as part of this plan to ensure clarity and consistency when considering the addition of connections.

2) DEVELOP WATER RATE STRUCTURE

Using the cost of water analysis, the guiding principles and procedures set in the implementation plan, the water rate structure will be prepared. This rate structure can apply only to Ashmont / Lottie Lake System or if the county desires, it can be developed as a consistent approach for all existing and future County water systems.



C PROJECT SCHEDULE

The proposed milestone dates to complete the project are presented in Table 1. These dates are based on receiving your authorization to proceed with the proposed work program by the end of this month and the official start date of October 3, 2011.

Table 1: Proposed Milestone Dates

Task	Description	Completed by
1.0	Council Visioning Session	October 14, 2011
2.0	Develop Policies Based on Guiding Principles	November 18, 2011
3.0	Determine Cost of Water	December 19, 2011
4.0	Public Consultation	Ongoing – with Public Open Houses tentatively scheduled in January 2012
5.0	Develop Implementation Plan	March 5, 2012
6.0	Prepare Final Report	March 19, 2012
7.0	Presentation of the Results to Council	April 8, 2012
8.0	Project Management	Ongoing



D URBAN SYSTEMS FEES FOR SERVICE

Urban Systems total fees to complete the proposed work program are \$74,000.00. Table 2 outlines our fees to complete each task. Based on the project schedule (Table 1), it is estimated that \$38,500 will be spent in 2011 with the remaining \$35,500 being spent in 2012. Please note that our fees for Task 4.0 Public Consultation is not included in this work program and will be part of the scope of the Water Treatment Plant Upgrades/Water Transmission Line, Ashmont - Lottie Lake Study.

Table 2: Proposed Fees for Service

Task	Description	Fees
1.0	Council Visioning Session	\$15,000.00
2.0	Develop Policies Based on Guiding Principles	\$6,000.00
3.0	Determine Cost of Water	\$15,000.00
4.0	Public Consultation	Included in Water Treatment Plant Upgrades/Water Transmission Line, Ashmont - Lottie Lake Study
5.0	Develop Implementation Plan	\$12,000.00
6.0	Prepare Final Report	\$16,000.00
7.0	Presentation of the Results to Council	\$5,000.00
8.0	Project Management	\$5,000.00
Total (excluding GST)		\$74,000.00

If you have any questions regarding this proposal, please do not hesitate to contact us at 780-430-4041.

Sincerely,
URBAN SYSTEMS LTD.

Golnaz Azimi, M.Sc.
Water Resources Management

Jane Purvis, MES (PI), MCIP
Planner

County of Stettler No. 19

Services Proposal for Preparation of Rural Water Strategy

PROJECT TASKS AND MEETINGS

Task 1 – Project Start Up

Task 1 will identify issues to be addressed, loosely define the potential scope and breadth of the strategy to be developed and determine the information that the consultants will gather and present. As well, the tasks and approach to developing the strategy and their timing would be confirmed. The goals and expectations with respect to public involvement and participation in developing the strategy would be identified including any specific stakeholders that should be consulted in the process.

Meeting 1

Attending:

- Consultants, Council, CAO and management staff involved with land use planning and operation and development of water systems

Meeting Activities

- Identification of Issues
- Potential Scope of Strategy
- Confirmation of Information to be gathered
- Project Tasks and Steps, timing and schedule
- Extent and Manner of Public Participation

Advance Meeting Materials:

- Discussion Paper framing the meeting activities

Task 2 – Information Gathering

The second task would involve the gathering of available information upon which Council can then consider what their objectives and strategy should be. The information that would be gathered and summarized would potentially include:

1. Relevant goals and objectives of the Provincial and Federal Government with respect to water supply

2. Existing County goals, objectives and policies concerning or relating to the issues of water supply and use.
3. The current water supply situation affecting the County including:
 - a. Groundwater Conditions Generally
 - b. Current Water Supply status in County hamlet and Development Areas and in Municipalities in County Region:
 - i. Hamlets
 - ii. Summer Villages
 - iii. Present and known future Rural Subdivision and Multi-Lot development areas
 - iv. First Nations
 - v. Other Municipalities within County area
 - vi. Other Municipalities adjacent to County
 - c. Regional Water Supply Options
4. Options and Alternatives for Water Supply:
 - a. Relevant standards and requirements of the Provincial and Federal Governments - current and, where evident, future regulatory directions
 - b. Responsibility for Supply:
 - i. Private Supply
 - ii. Collective Supply
 1. Informal Land Owner Groups
 2. Land Developers
 3. Water Cooperatives
 4. Public Utilities
 - c. Technical Aspects and Infrastructure
5. Approaches and Policy Directions to Rural Water Supply in Other Rural Municipalities:
 - a. Neighboring Rural Municipalities
 - b. Selected Other Rural Municipalities in Alberta

Consultants will plan to spend at least one day at County Office gathering information from County administration and staff.

A printed report summarizing and setting out the information gathered will be prepared and circulated to the CAO for confirmation of accuracy and then to Council and others for review.

Task 3 - Development of Overall Goals, Objectives and Strategy

With the information gathered, Council will be in a position to set down the overall goals and objectives for the County with respect to water and the strategy for achieving these.

The roles and responsibilities of the County and others would be defined and scope of the strategy determined.

Meeting 2

Attending:

- Consultants, Council, CAO, management and staff involved with land use planning and operation and development of water systems

Meeting Activities

- Examine Policy Options
- Define the appropriate roles and responsibilities of the County and the roles and responsibilities of others including land owners, developers, citizens and other governments
- Prescribe the Scope and breadth of the Strategy defining what matters to address and what matters to leave out
- Confirmation of Information to be gathered

Advance Meeting Materials:

- Report on Information Gathered
- Discussion Paper framing the discussion of meeting activities

Task 4 - Development of Detailed Objectives and Strategies

With the overall goals and objectives set out, the respective roles and responsibilities established, and the overall strategy defined, the detailed objectives and strategies, including cost implications, can be developed. This staged would tie the emerging strategy to the two regional supply projects- Ashmont and Elk Point/County of St. Paul - under consideration.

Meeting 3

Attending:

- Consultants, Council, CAO, management and staff involved with land use planning and operation and development of water systems

Meeting Activities

- Review draft of detailed objectives, policy lines and strategies
- Review of Specific Projects and Developments
- Identify any arrangements for public review and input needed.

Advance Meeting Materials:

- Draft Strategy Document

- Discussion Paper framing the discussion of meeting activities

Task 5 – Finalization of Draft

Based on the detailed review of the draft strategy document, the consultants will undertake any further amendment, enhancement and redrafting required.

Meeting 4

Attending:

- Consultants, Council, CAO and management involved with land use planning and operation and development of water systems

Meeting Activities

- Review second draft of Strategy Report and Finalization
- Finalize Public Presentation

Advance Meeting Materials:

- Revised or Second Draft of Strategy Document

Task 5 - Public Review of Strategy

Once completed to the satisfaction of Council, the Strategy would be reviewed with the public in what ever manner and form has been determined.

Task 6 – Adoption

The draft Strategy together with any amendments arising from public participation would be presented to Council for final consideration and adoption.

Meeting 5 (Part of Council Meeting)

Attending:

- Consultants, Council, CAO, management involved with land use planning and operation and development of water systems

Meeting Activities

- Presentation of Final Strategy Report
- Adoption

Advance Meeting Materials:

- Final Draft of Strategy Document

PROJECT COST ESTIMATE

Consultant Services would be charged on a time and expense basis with an estimated cost of \$51,700. The project cost estimate is based on the following:

Consultant Rates:

John Van Doesburg, C and J Vanco -\$125 per hour
Robert Jenkins, R Jenkins Consulting Ltd. - \$100 per hour
Vehicle Costs - \$.52 per kilometer

Strategy Preparation Costs

Consultants Estimated Time	
John Van Doesburg – 60 hours	\$7,500
Robert Jenkins – 200 hours	\$20,000
Travel Costs	\$500
Engineering Allowance	\$10,000
Allowance for Other Costs	\$3,000

Meeting Costs

Consultants Estimated Time	\$9,000
Travel Costs	<u>\$1,700</u>

Total Estimated Project Costs	<u>\$51,700</u>
-------------------------------	------------------------

Notes

1. Project Estimates allow for 5 meetings in St. Paul with consultants, Council and staff. Consultant time needed for public events, presentations, open houses would be additional and would depend on the decisions made on the extent and nature of public involvement.
2. It is anticipated that County of St. Paul resources would be used for producing the mapping and presentation material needed.
3. An allowance of up to \$10,000 is identified for engineering consultant services that may be need in the preparation of the Strategy.



County of St Paul No 19
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.20 BYLAW NO. 1584 - LICENCE ROAD ALLOWANCE SW 14 & NW 11-59-10-W4

#20110908018

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

Roy and Janet Cousineau are applying for a licence to occupy the undeveloped road allowance situated between SW 14 and NW 11-59-10-W4, Range Road 102, for the sole purpose of stopping traffic from entering their yard. The adjacent landowners have signed the consent form.

The County, under Section 18 of the M.G.A. has the direction, control and management of all roads within the municipality. Under Section 16 of the Highway Traffic Act, a municipality may grant a licence for the use of a road allowance.

After first reading the Bylaw must be advertised.

Recommendation

Motion to give first reading to Bylaw No. 1584, Licence Agreement for SW 14 & NW 11-59-10-W4.

Additional Information

Originated By : debergheim

Licensing Undeveloped Road Allowances Policy

Section 1 - Definitions

“applicant” shall mean the person or persons applying for the license

“adjacent landowner” shall mean the owners of all properties which abut the portion of the road allowance the applicant is applying to license.

“council” shall mean the Council of the County of St. Paul #19

“licensee” shall mean the person or persons the license has been granted to.

“use or occupation” of an undeveloped road allowance shall mean solely for the purpose of grazing livestock. No other activity, whatsoever, will be permitted within the License Area without the written permission of the County of St. Paul and all adjacent landowners.

Section 2 - Application

Application for use or occupation of an undeveloped road allowance, within the boundaries of the County of St. Paul #19, requires the acquisition of a license.

In order to apply for a license the applicant must provide written approval/consent from all adjacent landowners affected by issuance of the proposed license.

The enclosed **Adjacent Landowner Consent to License an Undeveloped Road Allowance**, (refer to Section 7) should be completed by all effected landowners and must accompany application for the license.

Section 3 - Application Fee

The applicant must pay one time fee of \$100.00 to process the application which covers the expense of placing an ad in the local newspaper indicating the applicant's intent to license the road allowance.

Section 4 - Approval

The applicant must demonstrate to Council a willingness to comply with all the terms and conditions set out in this Policy, (Section 7) and have the required consent forms completed before the License application will be considered.

Section 5 - Annual licensing Fee

Upon approval The County of St. Paul will charge the licensee an annual fee for occupation of the Road Allowance according to an authorized fee schedule.

Section 6 -Terms and Conditions

1. The licensee must clearly state the intended use of the road allowance and any improvements/additions/alterations, which may be made to accommodate this use (i.e. the construction of a fence, brushing, clear-cutting, etc.)
2. All improvements/additions/alterations must be constructed according to specifications determined by the County. Maintenance of these improvements/additions/alterations is the sole responsibility of the Licensee.
3. The Road Allowance must be maintained to the satisfaction of the County of St. Paul. All debris created during the occupation of the property by the licensee, (i.e. brushing) must be removed within a reasonable period of time from the time that it occurred.
4. The Licensee shall abide by all laws, bylaws, legislative and regulatory requirements of any government relating to the use and occupation of the License area.
5. During the term of the License, the Licensee has the right to restrict access to the property, with the exception of County Personnel or third parties contracted to the County. The Licensee may post signs restricting access. These signs must quote the name of the Licensee and the License #.
6. The County of St. Paul reserves the right to occupy and use the License Area in any manner whatsoever, provided that the County shall not unreasonably interfere with the activities permitted the licensee. These include, but are not limited to, access of third parties for the installation of underground or above ground utility lines, pipeline facilities, transmission lines and drainage swells which cross the License area.
7. The Licensee must carry liability insurance. Such insurance shall name the County as an insured party, and shall contain a waiver of subrogation against the County. The Licensee must provide proof of such insurance to the satisfaction of the County.
8. The Licensee is responsible for any claims, demands, suits, proceedings or actions whatsoever that may be brought against the County due to the actions of the Licensee.
9. Failure to comply with any of the above conditions could result in the termination of the licensing agreement.
10. Upon the termination of the License the Licensee is required to restore the Road Allowance to its former condition, to the satisfaction of the County of St. Paul. All improvements/additions/alterations (i.e. fences and subsequent debris etc.) must be removed.

Section 7 - Adjacent Landowner Consent to License an Undeveloped Road Allowance
(Each adjacent landowner must complete a copy of this form)

I ROY A. COUSINEAU
& JANET E. COUSINEAU am (are) applying to obtain a license to
Full name(s) of applicant(s)

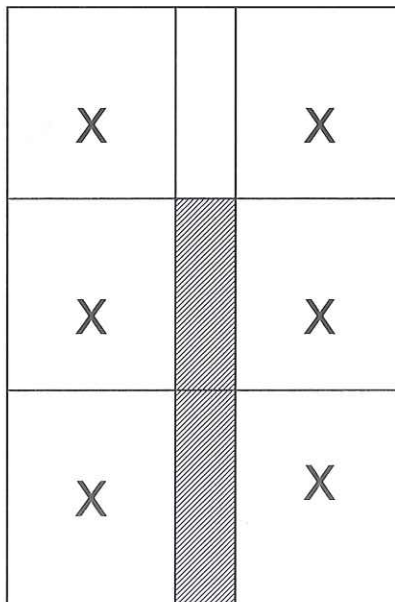
occupy the undeveloped road allowance situated 59201 RGE RD 102
provide legal location

for the sole purpose of STOPPING TRAFFIC FROM COMING
Describe in detail the intended use
INTO MY YARD

If improvements or alterations are required in order to undertake the above stated activity
please detail the type and extent of the improvements required: I WANT TO PUT
Detail the improvements
A GATE ACROSS THE ROADWAY TO STOP
UNWANTED TRAFFIC FROM DRIVING INTO MY YARD

The application for a license to occupy an undeveloped road allowance requires that I obtain
consent from all adjacent landowners abutting the proposed license area.

"Abutting" means any property (indicated by "X") touching the
road allowance which is being closed, unless it is separated by
another road allowance.



CONSENT:

Having been informed of the proposed license application, and I Fern Piquette
Name of landowner

Owner of 1/2 - NW - 11-59-10 - W4 have no objection to Roy
Provide legal location Name of applicant(s)

applying to license the road allowance abutting my property for the purpose described above.

Signed [Signature]
Witness [Signature] R.A.C.
Keith Vernon

Date Aug. 16th 2011
Date Aug 16 / 2011

CONSENT:

Having been informed of the proposed license application, and I DOUG SALLSTROM
Name of landowner

Owner of SW 14-58-10-W4 have no objection to Roy
Provide legal location Name of applicant(s)

applying to license the road allowance abutting my property for the purpose described above.

Signed [Signature]
Witness [Signature]
Keith Vernon

Date 2011/08/15
Date Aug 16 / 2011

CONSENT:

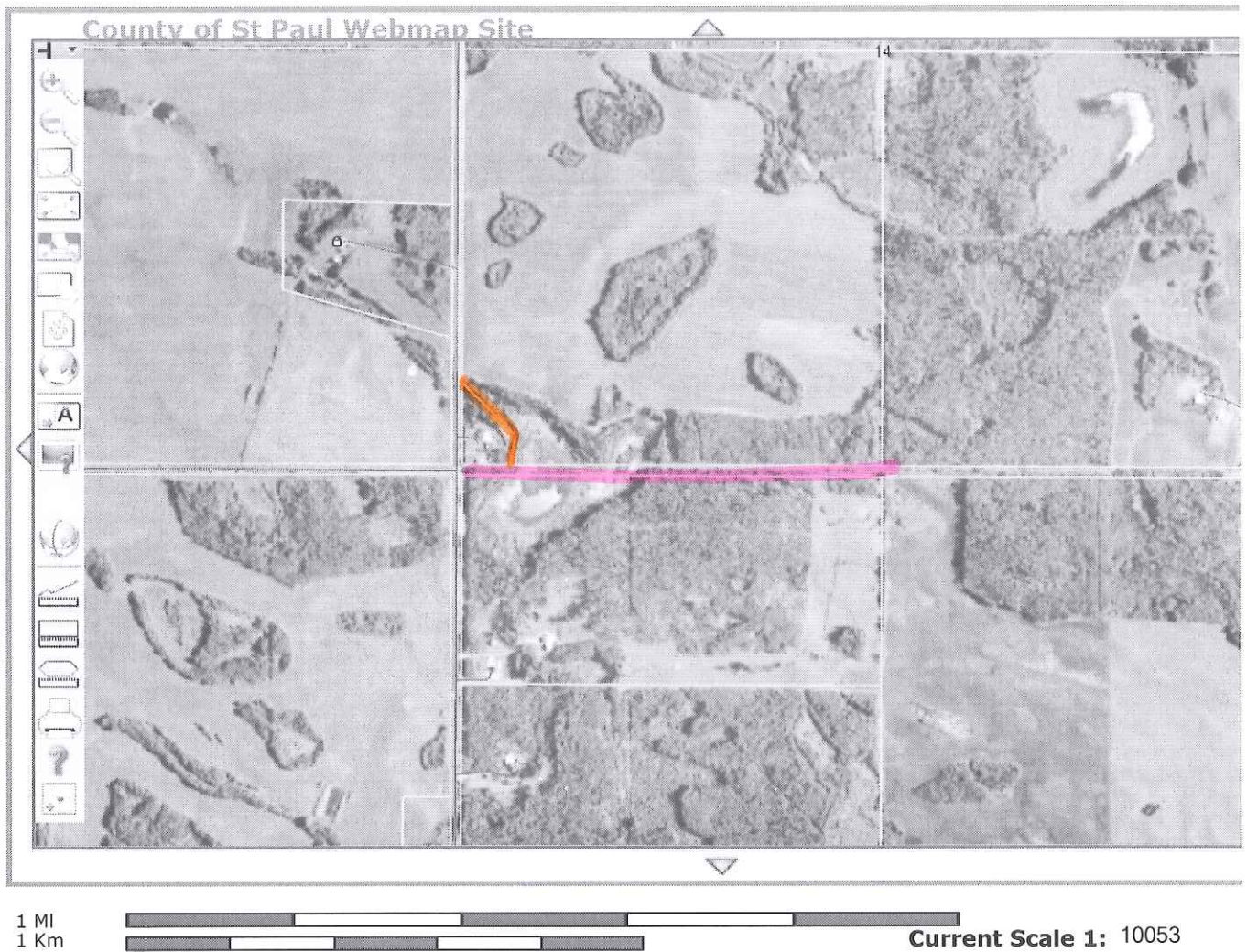
Having been informed of the proposed license application, and I _____
Name of landowner

Owner of _____ have no objection to _____
Provide legal location Name of applicant(s)

applying to license the road allowance abutting my property for the purpose described above.

Signed _____
Witness _____

Date _____
Date _____





08/18/2011



08/18/2011

COUNTY OF ST. PAUL NO. 19

BY-LAW NO. 1584

A By-law of the County of St. Paul No. 19, in the Province of Alberta, to provide for a Licence Agreement respecting a portion of a road allowance located between the SW 14 and NW 11-59-10-W4.

WHEREAS, by virtue of the power conferred on it, the Council of the County of St. Paul No. 19, in the Province of Alberta, duly assembled, enacts as follows:

1. The Licence Agreement attached hereto as Schedule "A" is adopted.
2. This Bylaw shall come into force and effect upon execution of the Licence Agreement attached as Schedule "A" by the duly appointed officers of the County of St. Paul No. 19.

Read a first time in Council this 13th day of September, A.D. 2011.

Advertised the day of , A.D. 2011, and the day of , 2011 in the St. Paul Journal.

Read a second time in Council this day of , A.D. 2011.

Read a third time in Council this day of , A.D. 2011.

Reeve

Chief Administrative Officer

UNDEVELOPED ROAD RIGHT-OF-WAY LICENSE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2011.

BETWEEN:

THE COUNTY OF ST. PAUL NO. 19,
a municipal corporation pursuant to
the laws of the Province of Alberta
(Hereinafter referred to as the "County")

OF THE FIRST PART

- and -

ROY & JANET COUSINEAU
of the County of St. Paul No. 19,
in the Province of Alberta
(Hereinafter referred to as the "Licensee")

OF THE SECOND PART

WHEREAS: The County has the control and management of roads within the municipality;

AND WHEREAS: the Licensee desires to license a portion of Road Right-of-Way from the County under the terms and conditions contained herein such Road Right-of-Way described as that portion of road allowance located between SW 14-59-10-W4 and NW 11-59-10-W4.
(Hereinafter referred to as the "Road Right-of-Way");

AND WHEREAS: that portion of the Road Right-of-Way is not currently required for public use and the County is prepared to grant the Licensee a license for the temporary occupation or use of that portion of the Road Right-of-Way under the terms and conditions contained herein;

NOW THEREFORE: THIS AGREEMENT WITNESSETH THAT in consideration of the premises, covenants, conditions and terms contained herein, the parties hereto agree as follows:

1. That the County does hereby, in consideration of the payments hereinafter specified, and in consideration of the covenants and conditions herein contained, grant permission to the Licensee, its agents, employees and contractors to use, enter upon and occupy, for the purposes hereinafter specified, that portion of the Road Right-of-Way shown outlined in red on Schedule "A" attached (hereinafter referred to as the "License Area").

2. The Licensee agrees to utilize the land for one of the following purposes as approved by County Council and the Licensee shall not cause or permit any other activity whatsoever within the License Area.

____ Grazing
____ Cultivation
____ Other (Specify) _____

3. The term of the license granted herein shall commence on the **1st day of** _____, **20**____, and shall continue until terminated as hereinafter provided.
4. In consideration of the rights herein conferred upon the Licensee, the Licensee shall pay to the County the following amount at the following times:
- Forty** dollars (**\$40.00**) payable on _____ **1st** of each year during the life of this Agreement.
5. The rights conferred upon the Licensee by this Agreement are only personal in nature and shall not be construed as covenants running with the land and, as nothing in this Agreement confers upon the Licensee any legal or equitable estate whatsoever in the lands within the License Area, the Licensee shall not register in the Land Titles Office any instrument whatsoever which claims any interest, legal or equitable, in the lands within the License Area.
6. The County shall have the full right to occupy and use the License Area in any manner whatsoever deemed appropriate by the County; provided that the County shall not unreasonably interfere with the rights herein conferred upon the Licensee.
7. The Licensee, by performing and observing the covenants and conditions contained herein, shall be entitled to peaceably exercise the rights herein granted to the Licensee without any reasonable hinderance, molestation or interruption from the County.
8. The License shall not, without the prior written consent of the County, assign either in whole or in part any of the rights herein conferred upon the Licensee.
9. In the event that the County deems it necessary or appropriate to cause or allow third parties to construct or install permanent underground or above-ground utility lines, pipelines facilities, transmission lines and drainage wells which will cross the License Area, or to perform such other work upon the License Area as may be deemed necessary in the sole discretion of the County, the Licensee shall in no way interfere or hinder the construction, installation, repair or maintenance undertaken by the County or any person to whom the County has granted such permission, and further, the Licensee shall forthwith, upon the request of the County, execute such further documentation as deemed appropriate in the sole discretion of the County for the purposes of expediting or permitting the construction or installation of permanent

underground or above ground utility lines, pipeline facilities, transmission lines and drainage swells or other such work within the License Area by the County or the nominee of the County.

10. The Licensee shall not install or erect any trees, shrubs, landscaping, buildings, improvements or structures on the License Area, without approval of the County. If the County permits the Licensee to install or erect any trees, shrubs, landscaping, buildings, improvements or structures, the same are to be constructed in a workmanlike manner so as to minimize damage to the License Area, and the Licensee shall, after any such work, restore the License area to a level and condition equivalent to that which existed prior to the commencement of any such construction and the existing grading running north to south, on the length of the Road Right-of-Way shall not be altered or obstructed by any such construction.
11. The Licensee shall not construct any fencing on the License Area unless prior approval of the County is first obtained and if the County permits the Licensee to construct any fencing on the License area, such fencing shall be constructed according to the specifications determined by the County including any specifications requiring of providing for the construction of gates. If the Licensee is permitted to erect any fencing on the License Area, the said fencing is to be considered the sole property of the Licensee and is to be repaired and maintained solely by the Licensee.
12. Upon the termination of this license, the Licensee shall remove all property belonging to the Licensee from the License Area and shall restore the License Area to a level and condition equivalent to that which existed prior to the commencement of this license. If the Licensee fails or neglects to restore the License Area or fails to remove any and all property of the Licensee from the License Area within thirty days of the termination of this license, the County shall have the right, but not the obligation, to take such action as is reasonably necessary in the sole discretion of the County to remove all property of the Licensee from the License Area and to restore the License Area to a level and condition equivalent to that which existed prior to the commencement of this license. The County shall not be responsible for any loss or damage, however caused, to any property of the Licensee hereby removed from the License Area and the Licensee shall compensate the County its servants, contractors or agents pursuant to this clause. Any cost incurred by the County pursuant to this clause shall be a debt due and owing by the Licensee.
13. The Licensee shall at all times and in all respects abide by all laws, by-laws, legislative and regulatory requirements of any government and other competent authority relating to the use and occupation of the License Area.
14. The Licensee shall provide the County prompt written notice of any accident, damage or injury occurring on the License Area however caused.
15. The Licensee shall at all times hereafter indemnify and hold harmless the County against all actions, claims, demand, suits or proceedings whatsoever that may be lawfully brought or made against the County by reason of anything done by the

Licensee, its agents, employees, invitees or contractors, whether or not such things are done in the exercise or purported exercise of the rights herein conferred upon the Licensee.

16. The Licensee shall carry liability insurance as follows:

- comprehensive general liability insurance with insurable limits of no less than TWO MILLION (\$2,000,000.00) DOLLARS for each occurrence or incident;
- such insurance shall name the County as an insured party, and shall contain a waiver of subrogation against the County;

the Licensee shall provide proof of such insurance to the satisfaction of the County, upon demand.

17. The Licensee shall compensate the County for all damage to property of the County arising out of the activities of the Licensee on or adjacent to the License Area, whether or not such activities are in the pursuance of the rights herein granted to the Licensee.

18. All property on the Licensee which may hereafter be located on, under, over or adjacent to the License Area shall be at the sole risk of the Licensee and the County shall not be liable for any loss or damage thereto howsoever occurring and the licensee hereby releases the County from all action, claims, demands, suits or proceedings whatsoever in respect of any such loss or damage except and to the extent of which such loss or damage is caused by the negligence of the County its servants or agents.

19. During the term of this license, the Licensee shall at his own expense maintain and keep the License Area in good, safe and reasonable repair and condition.

20. Notwithstanding anything to the contrary contained herein, the County shall have the absolute right and privilege to terminate the license herein granted (together with all rights contained herein or ancillary thereto) upon the County providing to the Licensee thirty (30) days written notice of such termination.

21. If, in the opinion of the County, the Licensee undertakes or permits any activity whatsoever within the License Area which may be a nuisance or cause damage, or in the event that the County is of the opinion that the Licensee has undertaken or permitted any activity whatsoever which is inconsistent with the terms hereof, then the County, in its absolute discretion may:

- (a) Give to the Licensee fourteen (14) days to rectify or remedy any such nuisance or improper activity, and failing the Licensee remedying or rectifying such nuisance or improper activity, the license and the rights herein conferred upon the Licensee shall vacate the License Area;

or

- (b) Give the Licensee notice of immediate termination of the license and the rights herein conferred upon the Licensee and the Licensee shall forthwith vacate the License Area.

- 22. The Licensee shall have the right to terminate this license upon providing to the County thirty (30) days written notice of such termination.
- 23. Any notice to be given by one party hereto to the other shall be in writing and shall be delivered personally or mailed by prepaid registered mail to the other party at the address shown below. Notice given in any such manner shall be deemed to have been received by the party on the day of delivery or upon the seventh (7th) day after the day of mailing, providing that normal postal services are in existence at the time of mailing and for seven (7) days thereafter.

Notice shall be given:

To the County at: 5015 - 49 Avenue
St. Paul, AB T0A 3A4

To the Licensee at: Box 582
St. Paul, AB T0A 3A0

Any party to this Agreement may change its address for service from time to time upon notice to that effect. In the event of disruption of normal postal service, any party giving notice hereunder shall be required to have such notice personally delivered.

- 24. The total rights secured by the license are only such rights as are specified herein and the Licensee hereby acknowledges and agrees that the County has made no representations, warranties, promises or agreements, either express or implied, beyond those contained herein.
- 25. This license shall be binding upon the parties hereto, their executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of:

Witness

)
)
)
)
)
)
)

COUNTY OF ST. PAUL NO. 19

Per: _____
Reeve

Per: _____
Chief Administrative Officer

AFFIDAVIT OF EXECUTION

CANADA)	I, _____
)	
PROVINCE OF ALBERTA)	OF THE _____ OF _____,
)	
TO WIT:)	IN THE PROVINCE OF ALBERTA,
)	
)	MAKE OATH AND SAY:

1. That I was personally present and did see _____ named in the annexed instrument who is/are personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at the _____ of _____, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said _____ and he/she/they is/are in my belief of the full age of 18 years.

SWORN BEFORE ME at the _____)	
)	
of _____, in the Province of)	
)	
Alberta, this ____ day of _____, 20____)	_____
)	
)	
_____)	
A COMMISSIONER FOR OATHS IN AND)	
FOR THE PROVINCE OF ALBERTA)	



Issue Summary Report

7.21 2011 ROAD CONSTRUCTION EASEMENTS

#20110908019

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

Easements for road construction purposes. Backsloping and County to fence or pay compensation for fencing.

Bridge File 762889

SW 30-59-10-W4	Kate Morusyk, Joan Miller & Marion Cyr
SW 30-59-10-W4	Kate Morusyk, Joan Miller & Marion Cyr
NW 30-59-10-W4	Kate Morusyk, Joan Miller & Marion Cyr
NE 30-59-10-W4	Dean Hedrick & Keith Hedrick
NE 30-59-19-W4	Dean Hedrick & Keith Hedrick

Project 3C114, West of NW 25-57-8-W4

NW 25-57-8-W4	Patrice & Denise Robinson
PSW 36-57-8-W4	Matthew Robinson & Sabrina Lilje

Recommendation

Motion to approve the following easements for road construction purposes:

Bridge File 762889

SW 30-59-10-W4	Kate Morusyk, Joan Miller & Marion Cyr
SW 30-59-10-W4	Kate Morusyk, Joan Miller & Marion Cyr
NW 30-59-10-W4	Kate Morusyk, Joan Miller & Marion Cyr
NE 30-59-10-W4	Dean Hedrick & Keith Hedrick
NE 30-59-19-W4	Dean Hedrick & Keith Hedrick

Project 3C114, West of NW 25-57-8-W4

NW 25-57-8-W4	Patrice & Denise Robinson
PSW 36-57-8-W4	Matthew Robinson & Sabrina Lilje

Additional Information

Originated By : Idemoissac



County of St Paul No 19
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.22 IN CAMERA

#20110908012

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

Item to be presented at the Meeting.

Recommendation

Motion that the meeting go in camera to discuss land issues.

Additional Information

Originated By : skitz



County of St Paul No 19
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.23 DATE FOR PUBLIC CONSULTATIONS - STRATEGIC PLAN

#20110913001

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Additional Information

Originated By : skitz



County of St Paul No 19
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.24 REQUEST FOR FUNDING - ELK POINT GRANDPARENTS WALK #20110913006

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Additional Information

Originated By : pcorbiere



County of St Paul No 19
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.25 TOWN OF ST. PAUL - ANNEXATION REQUEST

#20110913002

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Additional Information

Originated By : skitz



County of St Paul No 19
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.26 -

#20110913003

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Additional Information

Originated By : skitz



County of St Paul No 19
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.27 -

#20110913004

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Additional Information

Originated By : skitz



County of St Paul No 19
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.28 -

#20110913005

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Additional Information

Originated By : skitz



County of St Paul No 19
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.29 -

#20110913007

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Additional Information

Originated By : skitz



County of St Paul No 19
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.30 -

#20110913008

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Additional Information

Originated By : skitz



County of St Paul No 19
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

7.31 -

#20110913009

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Additional Information

Originated By : skitz

8 Correspondence

8.1 THANK YOU FROM UKRAINIAN CATHOLIC CHURCH



County of St Paul No 19
5015 - 49 Avenue, St. Paul, AB T0A 3A4
www.county.stpaul.ab.ca

Issue Summary Report

8.1 THANK YOU FROM UKRAINIAN CATHOLIC CHURCH

#20110908004

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

Thank you from the Ukrainian Catholic Church of St. John the Baptist Northern Valley for the donation of \$1,000 for their 100th Anniversary Celebration.

Recommendation

Motion to file as information.

Additional Information

Originated By : pcorbiere

Thank you \$1000.00
for the generous
donation that was possible.

With sincere gratitude
for your kindness.

Thanks to Stuart and
for attending and presenting
our church a plaque.

The members of the
Western Catholic Church of
St. John the Baptist
Northern Valley.

9 Reports

- 9.1 CAO REPORT - TO BE PRESENTED AT THE MEETING
- 9.2 JOINT HEALTH AND SAFETY COMMITTEE



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Issue Summary Report

9.1 CAO REPORT - TO BE PRESENTED AT THE MEETING

#20110812004

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Additional Information

Originated By : skitz



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Issue Summary Report

9.2 JOINT HEALTH AND SAFETY COMMITTEE

#20110908001

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Additional Information

Originated By : Imeger

**COUNTY OF ST. PAUL NO. 19
JOINT HEALTH AND SAFETY COMMITTEE MEETING
July 14, 2011**

Present: Ken Warholik, Steve Upham, Danny Weinmeier, Dennis Bergheim, D.D. Skawronski-Munro, Stewart Bintz, Steven Jeffery, Ron Dechaine, Tim Mahdiuk proxy for Sheila Kitz, Claude Dubrule, Lawrence Theroux, Carolyn Kwiatkowski proxy Linda Meger.

Absent: Bryan Bespalko, Linda Meger, Leo Demoissac

1. CALL MEETING TO ORDER

The 14th Joint Health and Safety Committee meeting of the County of St. Paul No. 19 was called to order by Steven Jeffery Co-Chairperson for the Employee Group at 3:10 p.m., Thursday, July 14, 2011 at the Administration Office.

2. ADDITIONS AND ACCEPTANCE OF THE AGENDA

Moved by Ken Warholik, and seconded by Tim to adopt the agenda with no additions.

3. MINUTES

Moved by Dennis Bergheim and seconded by Steve Upham, that the minutes of the June 9, 2011 meeting be approved. All in favour.

BUSINESS ARISING

EXTERNAL SAFETY AUDIT-ELEMENT 8: PROGRAM ADMINISTRATION

- Stephen Jeffery reviewed the results within Element 8: Program Administration which addresses three critical components: record keeping, communication and work participation. The following items were discussed:
 - In Section 8.1 – score 5 of 5. Records of lost time, medical aid and first aid injury data kept.
 - In Section 8.2 - score 5 of 5. The data referred to in Question 8.1 analyzed to determine trends.
 - In Section 8.3 – score 10 of 10 – Other Records such as meetings, inspections, orientation and training records are kept.

- In Section 8.4 – score 5 of 5 – Health and Safety management system assessed last year, as required by the PIR program.
- In Section 8.5 – score 7 of 10 - Action plan developed and implemented as a result of the last audit. An action plan was prepared to address correction to the 2009 internal safety audit. Recommendation was to include and address each question.
- In Section 8.6 – score 6 of 10 – Are meetings that include health and safety topics being held on a regular basis? In 2010 safety meetings were not scheduled regularly. Each department did not have pre-scheduled safety meetings.
- In Section 8.7 – score 15-15 – Can workers describe meeting topics? 100% of the workers were able to describe meeting topics.
- In Section 8.8 – score 15 of 15 – Are workers encouraged to raise health and safety concerns? 100% of the workers stated that they are encouraged to raise health and safety concerns.
- In Section 8.9 – score 5 of 5 – Do workers know/how to access the Safety Manual? 100% of workers are aware of the location of the Safety Manual.

DATE FOR FIRE EXTINGUISHER TRAINING

Stephen reported that a date must be set for Fire Extinguisher training. Tim suggested possibly during September. Stephen will discuss with Bryan.

HAZARD ASSESSMENT FORM

The difficulty of the form was discussed. It was suggested that a site specific form should be used, as there is too many categories. Stephen will talk to Bryan. This was moved to the next meeting.

TRANSPORTATION SAFETY AUDIT

Ongoing.

RADAR SPEED BOARDS

Discussion as to the use of the radar speed boards. They are not being used as much as should be. Stephen will talk to Brian as to possibly setting up rules and regulations regarding use.

4. **ROUND TABLE DISCUSSIONS**

DENNIS BERGHEIM

No issues to Report

STEWART BINZ

Asked about the depth of ground disturbance before Alberta One Call was contacted. Ken Warholik mentioned that it was 6 inches. Bryan to look into Construction Safety Course for employees.

KEN WARHOLIK

No issues to report.

DANNY WEINMEIER

Problem with trucks dumping waste into the manholes at Mallaig and Ashmont. Would like to see this discontinued as it is getting plugged. It was discussed about setting up a central place for all trucks to dump rather than into the manholes.

STEVE UPHAM

No issues to report.

STEVEN JEFFERY

Steven had an issue as to how the gas lines were being marked for construction. Regarding first calls. Steven mentioned that all utilities, whether they run parallel or perpendicular to the road allowance, should be flagged within 100 meters. DD mentioned that at Dennis Krankowsky's requests to Alberta One Call state that all utilities are to be marked that run parallel and 100 meters on either side of road.

TIM MAHDIUK

Tim mentioned that the Muster Point sign on the adjacent property of the office is now on the other of the chain link fence. He will mention to Bryan to check into this and ask owner if we could have permission to hang it on fence facing the office building.

CAROLYN KWIATKOWSKI

On behalf of Linda Meger, no issues to report.

CLAUDE DUBRULE

No issues to report.

RON DECHaine

No issues to report.

D.D. SKAROWSKI-MUNROE

No issues to report.

GROUP DISCUSSION

A discussion was held about the need for the Chain Saw Course. Ken and Bryan will plan to schedule course possibly in April.

A discussion took place about the defibrillators that are to be used in the parks. These have not been set up at the parks. Steven will ask Bryan to check into this.

NEW BUSINESS

No new business to report.

6. DATE OF NEXT MEETING

The meeting is scheduled for Thursday August 4, 2011 at 3:00 p.m.

7. ADJOURNMENT

Steven adjourned the meeting at 3:45 p.m.

10 Upcoming Meetings

- 10.1 SEPT. 23 @ 10:00 A.M. - ZONE MEETING AT BOLD CENTRE IN LAC LA BICHE (DEVON ROOM)
- 10.2 SEPT. 27 @ 10:00 A.M. - PUBLIC WORKS



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Issue Summary Report

**10.1 SEPT. 23 @ 10:00 A.M. - ZONE MEETING AT BOLD CENTRE IN
LAC LA BICHE (DEVON ROOM)**

#20110812005

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Additional Information

Originated By : pcorbiere



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Issue Summary Report

10.2 SEPT. 27 @ 10:00 A.M. - PUBLIC WORKS

#20110812006

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Additional Information

Originated By : pcorbiere

11 Financial

- 11.1 COUNCIL FEES
- 11.2 LISTING OF ACCOUNTS PAYABLE
- 11.3 BUDGET TO ACTUAL



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Issue Summary Report

11.1 COUNCIL FEES

#20110812001

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Additional Information

Originated By : tmahdiuk



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Issue Summary Report

11.2 LISTING OF ACCOUNTS PAYABLE

#20110812002

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Background

The following lists of Accounts Payable for the Month of September, 2011 will be presented to Council:

<u>Batch</u>	<u>Cheque Nos.</u>	<u>Batch Amount</u>
15440	12833-12950	\$767,849.52
15455	12951	\$1,884.96
15456	12952	\$12,187.14
15459	12953-13003	\$575,407.03

Recommendation

Motion to file as information.

Additional Information

Originated By : pcorbiere



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Issue Summary Report

11.3 BUDGET TO ACTUAL

#20110812003

Meeting : Council Meeting - September 13, 2011

Meeting Date : 2011/09/13 09:00

Additional Information

Originated By : skitz