



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

June 12, 2012 Council Meeting

Tuesday, June 12, 2012

Start time 10:00 AM

AGENDA

1. **CALL TO ORDER**
2. **MINUTES**
 - 2.1 **MAY 8, 2012 (2012/05/08)**
 - 2.2 **MAY 22, 2012 SPECIAL COUNCIL MEETING (2012/05/22)**
3. **BANK RECONCILIATION**
4. **ADDITIONS TO AGENDA AND ACCEPTANCE OF AGENDA**
5. **BUSINESS ARISING FROM MINUTES**
 - 5.1 **RECREATION VOLUNTEER RECOGNITION AWARD**
6. **DELEGATION**
 - 6.1 **10:30 A.M. - PUBLIC HEARING - BYLAW NO. 1597 - REZONE PSW 12-58-9-W4**
 - 6.2 **11:00 A.M. - MLA SHANE SASKIW**
 - 6.3 **11:30 A.M. - S/SGT WADE TROTTIER**
 - 6.4 **1:00 P.M. - MEL KUTCHNER**
7. **NEW BUSINESS**
 - 7.1 **LEADERSHIP MEETING**
 - 7.2 **BENEFITS PLAN ADMINISTRATOR SESSIONS**
 - 7.3 **DATE FOR JULY COUNCIL MEETING**
 - 7.4 **CHAMPIONS FOR CHANGE - DOWNTOWN COMMITTEE**
 - 7.5 **NORTHERN LIGHTS LIBRARY SYSTEM ANNUAL CONFERENCE**
 - 7.6 **SPONSORSHIP FOR PROVINCIAL TOURNAMENTS**
 - 7.7 **ST. PAUL MINOR BALL ASSOCIATION**
 - 7.8 **PARTNERS IN INJURY REDUCTION REFUND**
 - 7.9 **REQUEST TO CANCEL PROPERTY TAXES ON LOT 6, BLOCK 3, PLAN 0021847**
 - 7.10 **AGREEMENTS FOR ST. PAUL/ELK POINT WATER TRANSMISSION LINE**
 - 7.11 **ASHMONT/LOTTIE LAKE WATER FOR LIFE PROJECT**

- 7.12 MALLAIG WATER TREATMENT PLAN PUMP REPLACEMENT
- 7.13 RESOURCE ROAD PROGRAM TENDER AWARD
- 7.14 MURPHY ROAD PATCHING
- 7.15 GRAVELLING AND SIGNAGE FOR THE ALLIED ARTS PARKING LOT
- 7.16 LEASE OF D7E CRAWLER TRACTOR
- 7.17 SAND AND GRAVEL AGREEMENT
- 7.18 ASB SPRAYER
- 7.19 FIRE QUALITY MANAGEMENT PLAN - TOWN OF ST. PAUL AND COUNTY OF ST. PAUL
- 7.20 ST. PAUL & DISTRICT AMBULANCE SOCIETY
- 7.21 ROAD CANCELLATIONS
- 7.22 PROVINCE REQUEST FOR ROAD CLOSURE - PLAN 2457EU
- 7.23 AGREEMENT WITH ATCO TO ENCROACH ON ROAD ROW
- 7.24 RURAL BOARDBAND INTERNET SERVICES
- 7.25 BORROWING FOR WELLNESS CENTRE
- 8. CORRESPONDENCE
- 9. REPORTS
 - 9.1 CAO REPORT
 - 9.2 REPORTS
- 10. UPCOMING MEETINGS
 - 10.1 JUNE 18 @ 7:00 P.M. - MEETING WITH RESIDENTS RE ASHMONT/LOTTIE LAKE & ELK POINT WATER LINE
 - 10.2 JUNE 22 @ 1:00 P.M. -JOINT MEETING WITH SUMMER VILLAGE OF HORSESHOE BAY
 - 10.3 JUNE 26 @ 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 MAY 8, 2012 (2012/05/08)
- 2.2 MAY 22, 2012 SPECIAL COUNCIL MEETING
(2012/05/22)



May 8, 2012

Start time : 10:00 AM

MINUTES

CALL TO ORDER

The 605th meeting of the Council of the County of St. Paul No. 19 was called to order by Reeve Steve Upham at 10:04 a.m., Tuesday, May 8, 2012 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

Leo deMoissac Public Works Superintendent

Ciaran Thompson St. Paul Journal

MINUTES

Resolution #CM20120508.1001

Moved By: Councillor Maxine Fodness

Motion to approve minutes of the April 10, 2012 Council Meeting as presented.

CARRIED

Resolution #CM20120508.1002

Moved By: Councillor Maxine Fodness

Motion to approve the minutes of the April 10, 2012 Public Hearing, as presented.

CARRIED

Resolution #CM20120508.1003

Moved By: Councillor Cliff Martin

Motion to approve the minutes of the April 24, 2012 Special Meeting, as presented.

CARRIED

**BANK
RECONCILIATION**

Resolution #CM20120508.1004

Moved By: Councillor Dwight Dach

Motion to adopt the Bank Reconciliation for the month of April, 2012.

CARRIED

**ADDITIONS TO
AGENDA AND
ACCEPTANCE OF
AGENDA**

The following additions/deletions were made to the agenda:

New Business

7.25 Elk Point Road Way

Reports

11.3 - EDA - Councillor D. Dach

11.4 - Leadership Meeting - S. Upham

Resolution #CM20120508.1005

Moved By: Councillor Alphonse Corbiere
Motion to adopt the agenda for the Regular Meeting of Council for May 8, 2012 with the above noted additions.

CARRIED

**VILLAGE OF
MANNVILLE
INVITATIONAL
GOLF
TOURNAMENT**

Resolution #CM20120508.1006

Moved By: Councillor Glen Ockerman
Motion to file the invitation from the Village of Manville for their annual Golf Tournament. If any staff members wish to attend, it is at their expense and on their own time.

CARRIED

**ACFA - EVENING
OF JAZZ'ART**

Resolution #CM20120508.1007

Moved By: Councillor Cliff Martin
That Council donate a silent auction item to the fundraising evening of Jazz'Art on May 26, 2012, hosted by ACFA.

CARRIED

**JUBILEE INS.
MODULE 5**

Resolution #CM20120508.1008

Moved By: Councillor Dwight Dach
Motion to approve Tim Mahdiuk, Leo deMoissac and Bryan Bespalko to attend the Jubilee Insurance RiskPro Training Module 5 on May 28, 2012 in St. Albert.

CARRIED

**GFOA -
RESHAPING
ALBERTA'S
MUNICIPAL
LANDSCAPE**

Resolution #CM20120508.1009

Moved By: Councillor Alphonse Corbiere
Motion to authorize Darlene Smereka to attend the GFOA Conference from May 31 to June 1, 2012 in Calgary.

CARRIED

**PROVINCIAL
ASSET
MANAGEMENT
MEETING**

Resolution #CM20120508.1010

Moved By: Councillor Cliff Martin
To approve Darlene Smereka's attendance at the Provincial Asset Management meeting to be held in Red Deer on June 4, 2012.

CARRIED

**2012 EMERGENCY
SERVICES GOLF
TOURNAMENT**

Originated By: pcorbiere

Resolution #CM20120508.1011

Moved By: Councillor Glen Ockerman
Motion that the County continue to sponsor one team of 5 at \$80 per golfer and make a cash donation of \$500 to become a Silver sponsor for the 13th Annual Emergency Services Golf Tournament on June 6 in Elk Point.

CARRIED

**2012 FOIP
CONFERENCE**

Resolution #CM20120508.1012

Moved By: Councillor Maxine Fodness
Motion to approve Paulette Mudryk to attend the 2012 Access and Privacy Conference hosted by the U of A Extension Program from June 13 to 15, 2012 in Edmonton.

CARRIED

**2012 ARMAA GOLF
& CONFERENCE**

Resolution #CM20120508.1013

Moved By: Councillor Alphonse Corbiere
That Council approve Sheila Kitz and Tim Mahdiuk to attend the Alberta Rural Municipal Administrators Association Conference from September 5 to 7, 2012 in Camrose. As Sheila is a director for ARMAA, they will pay her expenses.

CARRIED

**APPOINTMENT OF
AUDITORS 2012 &
2013**

Resolution #CM20120508.1014

Moved By: Councillor Maxine Fodness
That Council appoint Synergy Chartered Accountants of Vegreville as the auditors for the County of St. Paul for the 2012 and 2013 financial years as per their Request for Proposal.

CARRIED

**REGIONAL GIS
AGREEMENTS**

Resolution #CM20120508.1015

Moved By: Councillor Glen Ockerman

That the County of St. Paul enter into an agreement with the Town of St. Paul, Town of Elk Point and Summer Village of Horseshoe Bay to host a Regional GIS system for the municipalities within the County's boundary.

CARRIED

Resolution #CM20120508.1016

Moved By: Councillor Cliff Martin

That the County of St. Paul enter into an agreement with Accurate Assessment for services provided to set up a Regional Geographic Information System (GIS) for the Region, which will include the County of St. Paul, Town of St. Paul, Town of Elk Point and the Summer Village of Horseshoe Bay.

CARRIED

**LETTER OF
SUPPORT -
FERGUSON FLATS
ASSN.**

Resolution #CM20120508.1017

Moved By: Councillor Maxine Fodness

Motion to ratify the letter of support in principle for the Ferguson Flats Association to accompany their CFEP Grant application for funding to replace the siding and insulation on their hall.

CARRIED

**BYLAW NO. 1597 -
REZONE PSW
12-58-9-W4 FROM
AG TO COUNTRY
RESIDENTIAL 2**

Originated By: kfedoretz

Krystle Fedoretz, Planning and Development, was admitted to the Council Room to inform Council of the proposed rezoning for 2 - 2.02 hectare parcels in PSW 12-58-9-W4 from Agricultural to Country Residential 2.

Resolution #CM20120508.1018

Moved By: Councillor Maxine Fodness

Motion to give first reading to Bylaw No. 1597, which is a bylaw to rezone 2 - 2.02 hectare lots in PSW 12-58-9-W4 from Agricultural to Country Residential 2.

CARRIED

**RECREATION
VOLUNTEER
RECOGNITION
AWARD**

Resolution #CM20120508.1019

Moved By: Councillor Cliff Martin

Motion to table the Recreation Volunteer Recognition Award to the June Council meeting.

CARRIED

**ROAD
CONSTRUCTION
EASEMENTS**

Resolution #CM20120508.1020

Moved By: Councillor Glen Ockerman

Motion to approve the following road construction easements for backsloping and County to fence or pay compensation for fencing: (* Denotes compensation)

Rge Rd 105A, 3/4 Mile

West of SE 30-59-10-W4 Charonne Regan
NW of 30-59-10-W4 Kate Morusyk, Joan Miller & Marion Cyr *
NW of 30-59-10-W4 Kate Morusyk, Joan Miller & Marion Cyr

Rge Rd 93 South of Twp Rd 560, Project 3C122, 1 Mile

West of NW 27-55-9-W54 Douglas Olson & Margaret Dow
East of NE 28-55-9-W4 Adeline Krankowsky

Twp Rd 553, 1/2 Mile

Thru Sec. 18-55-8-W4 Nora Wyman
Thru Sec. 18-55-8-W4 Nora Wyman *

Rge Rd 71, BF 75584

West of NW 12-57-7-W4 Candace Dalrymple & David Bespalko
West of NW 12-57-7-W4 Candace Dalrymple & David Bespalko *
East of NE 11-57-7-W4 Lawrence Ference *
East of NE 11-57-7-W4 Lawrence Ference

CARRIED

**ROAD
CONSTRUCTION -
SOUTH OF
19-55-8-W4**

Resolution #CM20120508.1021

Moved By: Councillor Alphonse Corbiere
Motion to ratify the construction of .5 of a mile south of 19-55-8-W4,
Project 3C123, to provide access to a yard site for a new home.

CARRIED

**SALE OF GRAVEL
TO SUMMER
VILLAGE OF
HORSESHOE BAY**

Resolution #CM20120508.1022

Moved By: Councillor Cliff Martin
Motion to approve the sale of 50 yards of gravel to the Summer Village
of Horseshoe Bay for \$8.00 per yard plus the true mileage haul.

CARRIED

**FENCING FOR
MALLAIG
SUBDIVISION**

Resolution #CM20120508.1023

Moved By: Councillor Alphonse Corbiere
Motion to approve the installation of the chain link fence along the South
East property line of Mallaig School as per Section 3.1.3 of the
Agreement with St. Paul Education dated July 9, 2009, which states that
the Purchaser shall be fully responsible for the cost of chain link fencing
to the Vendor's specification running along the south east property line of
Ecole Mallaig School.

CARRIED

**FUNDING
REQUEST - ELK
POINT CANADA
DAY CELEB.**

Originated By: skitz

Resolution #CM20120508.1024

Moved By: Councillor Dwight Dach
Motion to approve a \$400 grant for the Elk Point Canada Celebrations.

CARRIED

**MALLAIG
CHAMBER OF
COMMERCE**

Resolution #CM20120508.1025

Moved By: Councillor Maxine Fodness
Motion to table the request for funding from the Mallaig Chamber of
Commerce until later during the meeting.

CARRIED

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

Council discussed the questionnaire regarding the proposed
amendments to the Municipal Development Plan and the Land Use
Bylaw.

Resolution #CM20120508.1026

Motion to take the questionnaire back to the discussion stage for an

additional meeting with Council and Dave Dittrick, Consultant with ZAP Municipal Consulting, before it is sent out to ratepayers for their input.

**MASTER
COMMUNITY
BUILDER
CERTIFICATE**

Resolution #CM20120508.1027

Moved By: Councillor Frank Sloan

To approve payment of the \$900 course fees for the Master Community Builder Certificate Program for Debbie Tupechka, Assistant to the FCSS Director, to be paid from the Administration budget.

CARRIED

**ST. PAUL
REGIONAL HIGH
SCHOOL -
BADMINTON
PROVINCIAL
TOURNAMENT**

Resolution #CM20120508.1028

Moved By: Councillor Cliff Martin

Motion to approve a \$500 grant for St. Paul Regional High School to offset costs of traveling to the 2012 High School Badminton Provincial Championship on May 4 & 5, 2012 in Grimshaw, as per policy ADM-51.

CARRIED

**11:00 A.M. - ST.
PAUL CHAMBER
OF COMMERCE**

Penny Fox, Executive Director, Edna Gervias, Director and Alice Herperger, President of the St. Paul Chamber of Commerce were admitted to the Council Room at 11:00 a.m. to discuss the operations of the Chamber of Commerce, where they receive their funding and how they promote the businesses in the County. They then thanked Council for the past funding contribution and requested another grant for 2012.

Penny Fox also requested that the County provide her with information on County events so that she can include them in the Chamber's newsletter.

**MALLAIG
CHAMBER OF
COMMERCE**

Resolution #CM20120508.1029

Moved By: Councillor Maxine Fodness

Motion to provide the Mallaig Chamber of Commerce with a \$1,500 grant for 2012 to assist with the operations and upgrades to the Mallaig Beach Campsite.

CARRIED

Resolution #CM20120508.1030

Moved By: Councillor Maxine Fodness

Motion that Administration contact the Elk Point Chamber of Commerce to see if they will be submitting a request for funding.

CARRIED

Resolution #CM20120508.1031

Moved By: Councillor Frank Sloan

Motion to provide the St. Paul Chamber of Commerce with a \$5,000 grant to help offset their operating expenses.

CARRIED

**REQUEST FOR
OILING - HAYING
IN THE 30S
GROUNDS**

Resolution #CM20120508.1032

Moved By: Councillor Alphonse Corbiere

Motion to authorize the Public Works Department to extend the oiling job at Haying in the 30s to continue from the top of the hill south to the cook shack, which is approximately .5 km.

CARRIED

**ROAD WITHIN
TOWN OF ELK
POINT LIMITS**

Council was presented with a request from the Town of Elk Point to reclaim a portion of road East of Elk Point in front of the Truss Company.

Resolution #CM20120508.1033

Moved By: Councillor Dwight Dach

Motion that public works be authorized to reclaim approximately 3-4 blocks of roadway in front the of the Elk Point Truss Company located south of NW 6-57-6-W4 (along 50th Avenue) and the Town of Elk Point will be charged for the oil and for the equipment at the government rate, as per County policy

CARRIED

Reeve Upham recessed the meeting at 11:55 a.m. and reconvened the meeting at 1:02 p.m. with all members of Council present.

**1:00 P.M. - PUBLIC
AUCTION OF
LANDS - SET
RESERVE BIDS - IN
CAMERA**

Originated By: Imeger

Resolution #CM20120508.1034

Moved By: Councillor Maxine Fodness

Motion that the meeting go in camera to discuss land issues related to the public auction of lands scheduled for 1:30 p.m. today.

CARRIED

Resolution #CM20120508.1035

Moved By: Councillor Cliff Martin

Motion that the meeting revert to an open meeting at 1:12 p.m..

CARRIED

Resolution #CM20120508.1036

Moved By: Councillor Frank Sloan

Motion to set the the reserve bids for the properties being offered for sale at the Public Auction of Lands, as advertised in the Alberta Gazette dated March 15, 2012 and the St. Paul Journal issue dated April 24, 2012 as indicated below:

<u>Roll No.</u>	<u>Legal Description</u>	<u>Assessment</u>	<u>Reserve Bid</u>
11927345	Lot 1, Blk 3, Plan 1379CL	7,980	\$7,182
11001749	Lot 16, Blk 2, Plan 3909TR	16,900	\$15,210

CARRIED

Resolution #CM20120508.1037

Moved By: Councillor Maxine Fodness

Motion to appoint Steve Upham as the auctioneer for the Public Auction of Lands scheduled for 1:30 p.m. today.

CARRIED

**LETTER FROM
COUNTY LIBRARY
BOARD**

Council was presented with a letter from the County Library Board thanking Council for their increase in funding.

Resolution #CM20120508.1038

Moved By: Councillor Alphonse Corbiere

To file the letter from the County Library Board as information.

CARRIED

IN CAMERA

Resolution #CM20120508.1039

Moved By: Councillor Alphonse Corbiere

Motion to go in camera to discuss legal issues.

CARRIED

Resolution #CM20120508.1040

Moved By: Councillor Alphonse Corbiere

Motion that Council return to an open meeting at 1:28 p.m.

CARRIED

Resolution #CM20120508.1041

Moved By: Councillor Frank Sloan

Motion to authorize the Public Works Department to rent a D7E from Finning for the 2012 construction season at \$21,000 per month and if Council decides to purchase it in 2013, 80% of the rent will be deducted from the purchase price.

CARRIED

Resolution #CM20120508.1042

Moved By: Councillor Cliff Martin

Motion to authorize the FCSS Department to erect a sign in front of the Administration Office, in support of the Elder Abuse Awareness Campaign.

CARRIED

**1:30 P.M. - PUBLIC
AUCTION OF
LANDS**

Originated By: skitz

At 1:30 Reeve Upham, auctioneer, announced that he would offer for sale by Public Auction, all parcels listed for sale in the Alberta Gazette, dated March 15, 2012 and the St. Paul Journal issue of April 24, 2012, in respect of which redemption of taxes had not been affected.

He also stated that the sale of each parcel is subject to a reserve bid, to reservations and conditions in the existing certificate of titles and to the best of his knowledge the properties are vacant unless he indicated otherwise. He then state that the properties with improvements do not include the sale of any contents. If any properties with improvements are sold at the public auction, the County will have 60 days from the date of the sale to remove the contents from the property. A deposit of 10% will be required with the balance payable after 60 days.

He advised that the properties are being offered for sale on an “as is” “where is” basis, and that the County of St. Paul No. 19 makes no representation and gives no warranty whatsoever as to the adequacy of services, soil conditions, land use zoning, buildings and development conditions, absence or presence of environmental contamination, or the ability to develop the subject land for any intended use by the purchaser.

He also indicated that the County of St. Paul No. 19 may, after the public auction, become owner of any parcel of land that is not sold at the public auction. The properties may be subject to G.S.T.

He then proceeded with the sale and disposed of each parcel as follows:

<u>Roll No.</u>	<u>Legal Description</u>	<u>Reserve Bid</u>	<u>Disposition</u>
11927345	Lot 1, Blk 3, Pln 1379CL	\$7,200	Sold to Keith McGinnis
11001749	Lot 16, Blk 2, Pln 3909TR	\$15,210	No Bid, No Sale

Members of the Public who were present for the auction left the Council Room.

CAO REPORT

Resolution #CM20120508.1043
Moved By: Councillor Cliff Martin
Motion to file the CAO report for the month April, 2012 as information.
CARRIED

JOINT HEALTH & SAFETY COMMITTEE MINUTES

The minutes from the April 5, 2012 Joint Health and Safety Committee Meeting were presented to Council.
INFORMATION

OTHER REPORTS

Councillor Dach reported on the EDA Conference
Reeve Upham reported on the Leadership Conference with Dolu Ashani
Reeve Upham recessed the meeting at 1:55 p.m. and reconvened the meeting at 2:00 p.m. with all members present.

2:00 P.M. - URBAN SYSTEMS - ASHMONT/LOTTIE LAKE PROJECT UPDATE

Matt Brassard, Engineer with Urban Systems, was admitted to the Council Room to present a capital cost summary and a water comparison cost to run a water transmission line from Spedden to Ashmont or build a new Water Treatment Plant in Ashmont. The study determined it would be more expensive to join the Hwy 28/36 Commission and the final cost of water for the customer would be considerably more.
Resolution #CM20120508.1044
Motion that the County proceed with the Ashmont Water Treatment Plant upgrade.
Resolution #CM20120508.1045
Councillor Frank Sloan requested a recorded vote.

Votes:

In Favour: Councillor Alphonse Corbiere, Councillor Cliff Martin, Councillor Dwight Dach, Councillor Frank Sloan, Councillor Glen Ockerman, Councillor Maxine Fodness, Reeve Steve Upham
CARRIED UNANIMOUSLY

COUNCIL FEES

Resolution #CM20120508.1046
Moved By: Councillor Cliff Martin
To approve the Council Fees for the Month of April, 2012 as circulated.
CARRIED

LISTING OF ACCOUNTS PAYABLE

Resolution #CM20120508.1047
Moved By: Councillor Alphonse Corbiere
To approve the following lists of Accounts Payable:

Batch	Cheque Date	Cheque Nos.	Batch Amount
15963	April 5, 2012	14551-14619	\$293,557.33
15981	April 17, 2012	14620-14684	\$927,210.41
1600	April 26, 2012	14685-14732	\$639,787.58

CARRIED

BUDGET TO ACTUAL

Resolution #CM20120508.1048
Moved By: Councillor Dwight Dach
Motion to file the budget to actual as of April 30, 2012 as information.
CARRIED

IN CAMERA

Resolution #CM20120508.1049
Moved By: Councillor Alphonse Corbiere
Motion to go in camera at 3:05 p.m. to discuss a land issue.
CARRIED

Resolution #CM20120508.1050
Moved By: Councillor Cliff Martin
Motion that Council return to an open meeting at 3:28 p.m.
CARRIED

ADJOURNMENT

Business on the agenda being concluded, Chairman S. Upham adjourned the meeting. Time: 3:28 p.m.

These minutes approved this 12th day of June, 2012.

_____ Reeve	_____ Chief Administrative Officer
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May 22, 2012 Special Council Meeting

Start time : 10:00 AM

MINUTES

CALL TO ORDER

Reeve Upham called the Special Meeting of the County of St. Paul to order at 10:24 a.m., Tuesday, May 22, 2012 with all members of Council present.

A Notice of Special Meeting was circulated and signed by all Council Members.

ADDITIONS TO THE AGENDA AND ACCEPTANCE OF AGENDA

Resolution #SM20120522.1001

Moved By: Councillor Maxine Fodness

Motion to adopt the agenda for the special meeting as presented.

CARRIED

Councillor Frank Sloan declared a conflict of interest and left the meeting due to potential family involvement with the Wellness Centre.

WELLNESS CENTRE

Resolution #SM20120522.1002

Motion that the County of St. Paul enter into an agreement with the Town of St. Paul which outlines the conditions for the County's contribution to the Wellness Centre.

Resolution #SM20120522.1003

Councillor Glen Ockerman requested a recorded vote.

Votes:

In Favour: Councillor Alphonse Corbiere, Councillor Cliff Martin, Councillor Dwight Dach, Councillor Glen Ockerman, Councillor Maxine Fodness, Reeve Steve Upham

Absent: Councillor Frank Sloan

CARRIED UNANIMOUSLY

Resolution #SM20120522.1004

Moved By: Councillor Cliff Martin

Motion that the County of St. Paul provide a \$1,000,000 contribution to the Town of St. Paul for the Wellness Centre to be financed through debenture.

CARRIED

Resolution #SM20120522.1005

Moved By: Councillor Cliff Martin

Motion to confirm that Council authorization is required for the County to enter into any purchase agreement with Three M Investments (Alberta) Inc. or any project management agreement with Camgill Enterprises Ltd., for which authorization has not been given.

CARRIED

BYLAW NO. 1598 - BORROWING BYLAW

Resolution #SM20120522.1006

Moved By: Councillor Maxine Fodness

Motion to give first reading to Bylaw No. 1598, which is a bylaw to authorize the Council of the County of St. Paul to incur indebtedness by the issuance of debenture in the amount of \$1,000,000 for the purpose of a contribution to the St. Paul Wellness Centre.

CARRIED

Councillor Frank Sloan entered the Council Room at 10:48 a.m.

Reeve Upham recessed the meeting at 10:48 a.m. and reconvened the meeting at 10:54 a.m. with all members present.

IN CAMERA ITEM

Resolution #SM20120522.1007
Moved By: Councillor Glen Ockerman
Motion that the meeting to in camera at 10:54 a.m. to discuss a legal issue.
CARRIED

Resolution #SM20120522.1008
Moved By: Councillor Cliff Martin
Motion that the meeting revert to an open meeting at 11:24 a.m.
CARRIED

Resolution #SM20120522.1009
Moved By: Councillor Frank Sloan
Motion that the County of St. Paul continue as a member of the St. Paul & District Ambulance Service Society.
CARRIED

Resolution #SM20120522.1010
Moved By: Councillor Dwight Dach
Motion that the County of St. Paul will financially secure the line of credit for the St. Paul & District Ambulance Society.
CARRIED

ADJOURNMENT

Business on the agenda being concluded, Chairman S. Upham adjourned the meeting.
Time: 11:25 a.m.
These minutes approved this 12th day of June, 2011.

Reeve

Chief Administrative Officer

5. Business Arising from Minutes

5.1 RECREATION VOLUNTEER RECOGNITION AWARD



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

Issue Summary Report

5.1 RECREATION VOLUNTEER RECOGNITION AWARD

#20120607007

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

At the May Meeting, Council tabled the Recreation Volunteer Recognition Award sponsored by Alberta Tourism, Parks and Recreation, the Alberta Sport, Recreation, Parks and Wildlife Foundation and the Alberta Recreation and Parks Association. Council to decide if they want to nominate an individual for this award.

Recommendation

As per Council's wishes.

Additional Information

Originated By : pcorbiere

RECEIVED April 11 2012

April 11, 2012

Reeve Steve Upham and Councillors
County of St. Paul
5015 - 49 Avenue
St. Paul AB T0A 3A4

Dear Reeve Upham and Councillors:

Alberta Tourism, Parks and Recreation, the Alberta Sport, Recreation, Parks and Wildlife Foundation and the Alberta Recreation and Parks Association (ARPA), are jointly sponsoring the **2012 Energize Workshop**.

The workshop will be hosted in conjunction with the ARPA Annual Conference, **October 18-20, 2012** at the Fairmont Jasper Park Lodge. This annual workshop provides a forum for learning and networking for council members, recreation board members, administrators and other interested Albertans. Watch for the program brochure coming by mail in late June or early July!

The *Recreation Volunteer Recognition Awards* have been a part of Energize since 1977 and, to date, 197 outstanding Albertans have been recognized (see attached list of recipients). You have the opportunity to nominate an individual (or individuals) from your community who has made significant contributions to recreation development.

Review the attached nomination form, award criteria and completion tips carefully to ensure your nominee is given full credit for volunteer work contributed. This information is also available on our website at www.asrpwf.ca. The deadline for submissions is **June 22, 2012**.

Please mail or fax completed nomination forms (with signature) to:

Mr. Chris Szabo
Recreation Consultant
Alberta Tourism, Parks and Recreation
903 Standard Life Centre
10405 Jasper Avenue
Edmonton, Alberta T5J 4R7 Fax: (780) 427-5140

If you require additional information regarding the Energize Workshop or the *Recreation Volunteer Recognition Awards*, please contact Mr. Szabo directly in Edmonton at (780) 415-0276 (toll-free at 310-0000).

Sincerely,



Roger Kramers, Director
Physical Activity Branch



Brian Wright, Chair
Energize Advisory Committee

Attachments





RECREATION VOLUNTEER RECOGNITION AWARD

NOMINATION FORM

- ❖ please review the Award Criteria before completing the Nomination form
- ❖ all information must be included on these forms (you may photocopy them as required)

Nominee: *individual being nominated*
circle Mr. Mrs. Ms. Miss _____

Mailing Address: _____ **Phone (bus):** () _____
 _____ **PC** _____ **(res):** () _____

Occupation: _____ **# years nominee has lived in community:** _____

Nominator: *submitted by* _____ **Phone (bus):** () _____
Title: *if applicable* _____ **(res):** () _____

Address: _____ **PC** _____ **Email:** _____

Contact Person: *if additional information is required*
 _____ **Phone:** () _____

Municipal Endorsement Municipality: _____

Name: _____ **Phone (bus):** () _____

Position/Title: _____ **Signature:** _____

A. Recreation Organization or Board Involvement (do not include *non-recreation* involvement):

Name of Recreation Organization or Board	Description/Purpose (maximum 1 sentence)	Executive or Board Position Held	# of Years	Time Period (specific years)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Appendix 1 for 5.1: Recreation Volunteer Recognition Award

Recreation Volunteer Recognition Award - Nomination Form

Page 2

B. Recreation Events, Programs, Services, Facilities and/or Policies:

Events <i>(recreation only)</i>	Volunteer Role	New Event? X for Yes	If Yes, was nominee involved in establishing the event? Y/N	Specific Contributions
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

C. Describe recreation involvement that is not included elsewhere on this form.

D. Describe the nominee's most significant *volunteer* contribution to *recreation* development and why you think this individual is qualified to receive an award.

RECREATION VOLUNTEER RECOGNITION AWARD

2012 CRITERIA

**** please review Award Criteria before completing the Nomination Form ****

At Energize 2012, Alberta Tourism, Parks and Recreation will recognize four volunteers, who through their commitment and dedication at a volunteer level, advanced the development of recreation in Alberta. Please give serious consideration to nominating an individual from your area.

AWARD CRITERIA

The following criteria will be used to review the nominations:

1. The nominee must be an Albertan who has made an outstanding contribution to **recreation** development at the **community level** in the Province of Alberta through:
 - a personal *volunteer* commitment to *recreation* development,
 - a consistent record of service to the public,
 - community leadership in *recreation*, and
 - active participation in a variety of *volunteer recreation* activities.
 - *coaching* will be considered at a lower scoring rate than other recreation development due to the coaching awards available through the Alberta Sport, Recreation, Parks and Wildlife Foundation award programs.
 - *officiating* may be included only if it is *volunteer* (many officials are paid). Please ensure this is clearly indicated on the nomination form.

Do not include:

 - *non-recreation* contributions.
 - involvement while the nominee was in a *paid position* (i.e. recreation professional or elected official).
2. *Volunteer* contributions made by the nominee to the organization, administration, planning or promotion of events/programs/services/facilities/policies *beyond the local level* will be considered and should be included.
3. Nominees are not required to have served on a Recreation Board to be eligible for the award (this recognizes that many communities no longer have recreation boards, but do have volunteers who make outstanding contributions in recreation at the community level).
4. Posthumous nominations will be accepted.
5. Previous *Recreation Volunteer Recognition Award* recipients are not eligible.
6. **Late nominations will not be accepted.** Please ensure nominations are faxed, emailed or postmarked by **June 22, 2012**.

TIPS FOR COMPLETING THE NOMINATION FORM

Keep in mind that this is a **recreation** recognition award for **volunteers** (**do not** include non-recreational or non-volunteer involvement).

Ensure the form is completed correctly and in its entirety:

- It would be advantageous to research your data with family members to ensure important details are not omitted.
- Type (or print legibly in black ink) all information on the nomination form provided (or on photocopies if additional space is required).
- **Do not** type or print outside the boxes on the form.
- **Do not** attach letters of support, photographs, newspaper articles, etc.

Section A – the selection committee is likely unfamiliar with your community and its organizations. Therefore, please provide accurate, concise details.

- *Name of Recreation Organization or Board* – include only organizations that the nominee was involved in at the executive or board level. **Do not** include any information if the nominee simply paid a membership fee and was considered an ‘active member’ of that organization, without being involved in the operations or decision-making processes.
- *Description/Purpose* – concisely describe the organization and/or its purpose.
- *Executive or Board Position Held* – include the title of the position the nominee held while on the executive or board.
- *# of Years* – include the number of years the nominee was on the executive or board.
Do not include years the nominee was involved with the organization to a lesser degree.
- *Time Period* – include the actual years of service on the executive or Board (i.e. 1998-2007).

Section B – provide details of the nominee’s role and contributions to the development of **recreation** events, programs, services, facilities, policies, etc.

- *Events* – include events, programs, services, facilities, policies, etc.
 - include each event on a separate line and only include *recreation* events.
 - include previously established, as well as ‘new’ events.
- *Volunteer Role* – key word is *volunteer*. Include a one or two-word title for the nominee’s role in this event.
- *New Event?* – if the event is ‘new’, indicate ‘yes’ with an X.
- *If yes, was nominee involved in establishing the event?*
 - if you X’ed the previous column and the nominee was involved in *establishing* the event, enter Yes in this column.
 - if the nominee was not involved in establishing the event, but was involved in the organization or implementation, enter No in this column.
 - if you left the previous column blank, leave this column blank as well.
- *Specific Contributions* – list the details of the nominee’s role in this event.

Section C – self-explanatory.

Section D – self-explanatory.

Recreation Volunteer Recognition Award

The Award

Alberta has a wide array of volunteers that help make our recreation and parks activities among the best in the country. To recognize these volunteers, Alberta Tourism, Parks and Recreation awards individuals who have, through their commitment and dedication, advanced the development of recreation in Alberta. The individuals who have received the *Recreation Volunteer Recognition Award* have made outstanding contributions at the community or municipal level through a personal commitment to recreation development, a consistent and continuous record of service to the public, community leadership in recreation and active participation in a variety of volunteer recreation activities.

Past Recipients

The *Recreation Volunteer Recognition Award* was initiated in 1977. Since that time, the following 197 individuals have been recognized for their involvement.

2011

Tracy Halerewich, *Grimshaw*
 Elwood Johnson, *Breton*
 Chris Macleod, *High Level*
 Skip Wilson, *Fort Saskatchewan*

2010

Dieter Knobloch, *St. Albert **
 Dr. Cledwyn Lewis, *Clairmont*
 Darcy Powlik, *Thorsby*
 Rene Schaub, *Lac La Biche*

2009

Don Kroetch, *Strome*
 Vaughn McGrath, *Fort Saskatchewan*
 Laverne Wilson, *Elk Point*
 Faith Zachar, *Pincher Creek*

2008

Dale Mudryk, *Leduc*
 Ken Sauer, *Medicine Hat*
 Gary Ward, *St. Paul*
 Jean Watson, *Wainwright*

2007

Doug Bassett, *Elk Point*
 Norm Campion, *Three Hills*
 Frank McEvoy, *Airdrie*
 Joyce Patten, *High River*

2006

Dennis Aspeslet, *High Level*
 John Bole, *Leduc*
 Michael McMurray, *Spruce Grove*
 Nicky Sereda, *Drumheller*

2005

Betty Mohr, *Strathcona County*
 John Palardy, *Olds*
 David Ramsey, *Millet*
 Jack Van Rijn, *Coaldale*

2004

Marvin Bjornstad, *Elk Point/St. Paul*
 Lovell McDonnell, *Medicine Hat*
 Jack McKinlay, *Consort*
 Elaine Muceniek, *Valleyview*

2003

Ed Marsh, *Ardrossan*
 Pat Gustafson, *Woking*
 Edward Berggren, *Bowden*
 Michelle Bourke, *Onoway*

2002

Lawrence Duperron, *Drayton Valley*
 Sharlene Lyczewski, *Bow Island*
 Gary Mills, *Pincher Creek*
 Bob Zahara, *Sexsmith*

2001

Ralph Courtorielle, *Grouard*
 Alder Greenslade, *Millet*
 Rick Horner, *Grande Prairie*
 Alfa Twidale, *Fort Vermilion*

2000

Victoria Belcourt, *Edson*
 Darcy Gruntman, *Rocky Mountain House*
 Ian Martinot, *Whitecourt*
 Craig Volkman, *New Sarepta*

1999

Audrey Gall, *Nampa*
 Harold Knight, *Airdrie*
 John Logan, *Edmonton*
 Bill Nielsen, *Lacombe*

1998

Claire Brown, *Strathcona County*
 Bill Enticknap, *Rocky Mountain House*
 Don Mosicki, *Leduc County*
 Bruce Willerton, *Wainwright*

1997

Oscar Blais, *Grande Prairie*
 Doug Johnson, *Endiang*
 Helmut (Chuck) Keller, *Westlock*
 Jean Lapointe, *Coaldale*

1996

Dale Currie, *Hinton*
 Judy Duncan, *Fort Saskatchewan*
 Wanda Hamilton, *Millet*
 Shirley Hocken, *Red Deer*

1995

Elmer Watson, *Leduc*
 Harold Wilson, *Sherwood Park*
 Perky McCullough, *Grande Prairie*
 John Wakulchuk, *Iron River*

1993

Barbara Cloutier, *Falher*
 Walter Kuzio, *Thorsby **
 Darryl McDonald, *Vulcan*
 Wilber Meunier, *Barrhead*
 Roger Morgan, *Peace River*
 Alice Sheen, *Cardston*
 John Simonot, *Calgary*
 Myrtle Smyth, *Leduc*

1991

Harvey Yoder, *Lac La Biche*
 Dennis Tink, *Grande Prairie*
 Howard Snyder, *Cardston*
 Tom Baldwin, *Grimshaw*
 Clara Berg, *Wainwright*
 Conrad Jean, *St. Paul*
 Donna Graham, *Vulcan*
 Dave Peters, *Delburne*

1990

James Adair, *Barrhead*
 Bill Elliot, *Wetaskiwin*
 Dorine Kuzma, *St. Paul*
 Elaine Nicolet, *Falher*
 Grace Wiest, *Consort*
 Hubert West, *Cardston*
 Leo Zelinski, *Whitecourt*
 Christina Jones

1989

Monica Chesney, *Ponoka*
 Terry Brennan, *Leduc*
 Lorraine Gair, *Vulcan*
 Kenton Riise, *Forestburg*
 George Patzer, *Hanna*
 Guy Coulombe, *Evansburg*
 Willard Brooks, *Cardston*
 Don Shultz, *Barrhead*

Appendix 1 for 5.1: Recreation Volunteer Recognition Award

1988

Max Court, *Raymond*
Thomas Forhan, *Eckville*
Margaret Lounds, *Calgary*
Bill Maxim, *Edmonton*
Paul Schow, *Cardston*
Adam Swabb, *Mundare*
Dennis Zukiwsky, *St. Paul*

1987

Myrna Swanson, *Hughenden*
Jim Roth, *Bow Island*
Trudy Cockerill, *Fort McMurray*
Mike Karbonik, *Calmar*
Rhea Jensen, *Cardston*
Maurice Allarie, *Jarvie*
Garret Funkhouser, *Olds*
Leonard Turnbull, *Olds*

1986

Keith Gosling, *Calgary*
Dennis Allen, *Edson*
Betty Garvey, *Barrhead*
Leonard Scott, *Waskatenau*
Fred Mellen, *Bow Island*
Bert Knibbs, *Bow Island*
Dick Chamney, *Hayter*
Roy Elmer, *Vulcan*

1985

Karen Fetterly, *Grande Prairie*
Jules Van Brabant, *St. Paul*
Bob Stewart, *Stettler*
Arlaine Monaghan, *Winterburn*
Robert Erickson, *Botha*
Charlotte Potter, *Onoway*
Warren Lewis Smith, *Olds*
Leroy Walker, *Cardston*
Ann Steffes, *Edson*

1984

Sharon Eshleman, *Fox Creek*
John McDonnell, *St. Albert*
Kathy Clarke, *Thorhild*
Glen Oakford, *Hythe*
Dianne Garratt, *Slave Lake*
Mike Hodgins, *Edmonton*
Norman Sheen, *Cardston*
Vi Wavrecan, *Coleman*

1983

George Fraser, *Gibbons*
Walter Scott, *Vermilion*
Campbell Maxwell, *Devon*
Marilyn Haley, *Innisfail*
William Kother, *Mayerthorpe*
Gordon Luchia, *Nobelford*
Berniece Harwood, *Strathmore*
George Whitehead, *Lethbridge*

1982

Hugh Redford, *Cardston*
Jack MacAulay, *Banff*
Joyce Hodgson, *Innisfail*
Jean MacDonald, *Erskine*
Bob Lehman, *Onoway*
Ken Millar, *New Sarepta*
Vern Jones, *Beaverlodge*
Rod Hyde, *Fort McKay*

1981

Clarence Truckey, *Westlock*
Marg Southern, *Calgary*
Allan Shenfield, *Spruce Grove*
Kenneth Morgan, *Carbon*
Bill Marshall, *Sherwood Park*
John Maczala, *Nampa*
Catherine Ford, *Edmonton*
Keith Everitt, *Sturgeon*

1980

Erwin Bako, *Edmonton*
Dave Clauge, *Rocky Mountain House*
Bernice Heiberg, *Kingman*
Daniel Law, *Fort McMurray*
Deloy Leavitt, *Cardston*
Bill Salt, *Calgary*
Betty Sewall, *Brooks*
Harry Stuber, *Big Valley*

1979

Phyl Burt, *Rocky Mountain House*
Jim Kyle, *MD of Sturgeon*
Arlene Meldrum, *Edmonton*
Elsie Milne, *Fort Macleod*
Pat Ryan, *Calgary*
Phyllis Schnick, *Warburg*
Logan Sherris, *Nampa*

1978

Don McColl, *Edmonton*
Clarence McGonigle, *Cochrane*
William Large, *Czar*
Mary Dixon, *Grimshaw*
Jerry Rejman, *Coleman*
Ethel Taylor, *Red Deer*
Jack Krecsy, *Banff*
Laura Morgan, *Didsbury*
Theodore Westling, *Breton*
Hope Pickard, *Calgary*
Andy Graspointer, *Milk River **

1977

Elsie McFarland, *Edmonton*
Don Moore, *Red Deer*
George Talbot, *Rocky Mountain House*
Jack Riddel, *Edmonton*
Ted Van Biezen, *Three Hills*
Roy Blais, *Taber*
Jack Boddington, *Edmonton*

* Awarded Posthumously

6. Delegation

- 6.1 10:30 A.M. - PUBLIC HEARING - BYLAW NO. 1597 -
REZONE PSW 12-58-9-W4
- 6.2 11:00 A.M. - MLA SHANE SASKIW
- 6.3 11:30 A.M. - S/SGT WADE TROTTIER
- 6.4 1:00 P.M. - MEL KUTCHNER



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

Issue Summary Report

6.1 10:30 A.M. - PUBLIC HEARING - BYLAW NO. 1597 - REZONE PSW 12-58-9-W4 **#20120603002**

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

At the May Meeting, Council gave 1st reading to Bylaw No. 1597, which is a bylaw to rezone PSW 12-58-9-W4 from Agricultural to Country Residential 2.

Bylaw No. 1597 was advertised in the St. Paul Journal the weeks of May 29th and June 5 and the adjacent landowners were notified.

Krystle Fedoretz will attend this Public Hearing.

Recommendation

Motion to adjourn the meeting and proceed to public hearing scheduled for 10:30 a.m. to discuss Bylaw No. 1597, which is a bylaw to rezone PSW 12-58-9-W4 from Agricultural to Country Residential 2.

Additional Information

Originated By : pcorbiere



County of St Paul No 19
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Issue Summary Report

6.2 11:00 A.M. - MLA SHANE SASKIW

#20120603001

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

Shane Saskiw will be in to introduce himself to Council.

Additional Information

Originated By : pcorbiere



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

Issue Summary Report

6.3 11:30 A.M. - S/SGT WADE TROTTIER

#20120607002

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

S/Sgt. Wade Trottier will be in to provide Council with Statistical Update.

Additional Information

Originated By : pcorbiere



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

6.4 1:00 P.M. - MEL KUTCHNER

#20120607006

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

In 2008, First General Services Joint Venture entered into a subdivision agreement to create "Sante Estates" (Pt. of SE 21-56-11-W4M). Schedule "D" of the Development Agreement outlines the requirement for a boat launch to be constructed within the subdivision at the developers expense.

At the November 8, 2011 County of St. Paul Regular Council Meeting, County Council was presented with a request for an extension for the boat launch at Sante Estates. Council had approved a one year extension to allow for the Department of Fisheries and Oceans to help determine the practicality of boat launch construction at Sante Estates.

As water levels have not risen on Lac Sante, the construction of a boat launch is not practical.

Mel Kutcher will be present to provide Council with options for amenities within the subdivision in lieu of a boat launch.

Additional Information

Originated By : kfedoretz

7. New Business

- 7.1 LEADERSHIP MEETING
- 7.2 BENEFITS PLAN ADMINISTRATOR SESSIONS
- 7.3 DATE FOR JULY COUNCIL MEETING
- 7.4 CHAMPIONS FOR CHANGE - DOWNTOWN COMMITTEE
- 7.5 NORTHERN LIGHTS LIBRARY SYSTEM ANNUAL CONFERENCE
- 7.6 SPONSORSHIP FOR PROVINCIAL TOURNAMENTS
- 7.7 ST. PAUL MINOR BALL ASSOCIATION
- 7.8 PARTNERS IN INJURY REDUCTION REFUND
- 7.9 REQUEST TO CANCEL PROPERTY TAXES ON LOT 6, BLOCK 3, PLAN 0021847
- 7.10 AGREEMENTS FOR ST. PAUL/ELK POINT WATER TRANSMISSION LINE
- 7.11 ASHMONT/LOTTIE LAKE WATER FOR LIFE PROJECT
- 7.12 MALLAIG WATER TREATMENT PLAN PUMP REPLACEMENT
- 7.13 RESOURCE ROAD PROGRAM TENDER AWARD
- 7.14 MURPHY ROAD PATCHING
- 7.15 GRAVELLING AND SIGNAGE FOR THE ALLIED ARTS PARKING LOT
- 7.16 LEASE OF D7E CRAWLER TRACTOR
- 7.17 SAND AND GRAVEL AGREEMENT
- 7.18 ASB SPRAYER
- 7.19 FIRE QUALITY MANAGEMENT PLAN - TOWN OF ST. PAUL AND COUNTY OF ST. PAUL
- 7.20 ST. PAUL & DISTRICT AMBULANCE SOCIETY
- 7.21 ROAD CANCELLATIONS

- 7.22 PROVINCE REQUEST FOR ROAD CLOSURE - PLAN 2457EU
- 7.23 AGREEMENT WITH ATCO TO ENCROACH ON ROAD ROW
- 7.24 RURAL BOARDBAND INTERNET SERVICES
- 7.25 BORROWING FOR WELLNESS CENTRE



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

Issue Summary Report

7.1 LEADERSHIP MEETING

#20120607001

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

The next Leadership Meeting with the Town of St. Paul, County of St. Paul and First Nations is scheduled for June 27 at 10:00 a.m. in the Saddle Lake Council Chambers.

Recommendation

Motion to appoint any members of Council who wish, to attend the Leadership Meeting on June 27 in St. Paul.

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

7.2 BENEFITS PLAN ADMINISTRATOR SESSIONS

#20120606005

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

AMSC is hosting a Benefits Plan Administrator Session on June 27 in Edmonton. The session will cover Retirement Services, Benefits Services and a Plan Administration Review.

Recommendation

Motion to approve Tim Mahdiuk to attend the Benefits Plan Administrator Session on June 27, 2012 in Edmonton.

Additional Information

Originated By : pcorbiere



County of St Paul No 19
5015 ~ 49 Avenue, St. Paul, AB T0A 3A4
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Issue Summary Report

7.3 DATE FOR JULY COUNCIL MEETING

#20120606008

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

The regular scheduled date for the July Council meeting conflicts with the Provincial ASB Tour.

Section 193(3) of the Municipal Government Act allows a council to change the date of a regularly scheduled meeting, providing the municipality gives at least 24 hours notice of the change to any Councillors not present at the meeting and to the public.

Recommendation

Motion to reschedule the July Council Meeting to July 17, 2012 as per section 193(3) of the Municipal Government Act.

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

7.4 CHAMPIONS FOR CHANGE - DOWNTOWN COMMITTEE

#20120606002

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

The Champions for Change Committee is planning a Canada Day Celebration from 8:30 a.m. to 11:00 p.m. on Sunday, July 1st. They are looking for financial assistance for their celebration.

Recommendation

As per Council's wishes.

Additional Information

Originated By : pcorbiere


RECEIVED MAY 30 2012

May 15, 2012

Dear Community Member,

Encouraged by the many smiles and huge success of last years July 1 "Family Fun Day", our committee is busy planning to make this years Canada Day celebration even more enjoyable. On Sunday July 1, in front of the CAP Arena is the place to be, as we have an exciting array of outdoor activities organized from 8:30 am to 4:00 pm. The morning kicks off with the Lions Club hosting a pancake breakfast (\$3.00: all proceeds to their Splash Park). With awesome local talent taking to the stage, inflatables, balloon artist, face painting, popcorn and cake, there should be something to put a smile on everyones face. In conjunction, the Farmers Market is open for business, and Community Garderns will have a composting demonstration. The day will end with fireworks after 11:00 pm. Last years theme was "affordable family fun" and thanks to the good hearts and generosity of the community, we were able to make it so. We are again inviting individuals, businesses and service clubs to show their support and community spirit by making a financial contribution. All donations will be gratefully accepted and acknowledged, and will enable us to make this day even better.(Please make cheques payable to Champions For Change).

St. Paul is great-let's celebrate!


Amil Shapka
Champions For Change-Downtown Committee
Box 1334
St. Paul AB T0A 3A0
780 645-2232



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

Issue Summary Report

7.5 NORTHERN LIGHTS LIBRARY SYSTEM ANNUAL CONFERENCE #20120606006

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

The Northern Lights Library System will be hosting their 20th Annual Conference from September 13 to 15, 2012. They are requesting donations for the conference in the form of cash or donations.

In the past, Council donated an item to be used as a door prize for this conference.

Recommendation

Motion to approve the donation of a door prize for the 20th Annual Northern Lights Library Conference.

Additional Information

Originated By : skitz

Appendix 1 for 7.5: Letter - Northern Lights Library System



Northern Lights Library System

5615 - 48 Street, Postal Bag 8, Elk Point, Alberta T0A 1A0
Tel (780) 724-2596 Fax (780) 724-2597 info@nlls.ab.ca

RECEIVED MAY 10 2012

May 8, 2012

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

Dear Ms. Kitz,

Northern Lights Library System (NLLS) will be hosting its 20th annual conference "Investigate the Possibilities" on September 13 - 15, 2012. We're asking your help in making this a successful and memorable event for the 150+ library staff, board trustees, and municipal councilors who will be attending.

Registration fees will barely cover the technical part of the conference. To roll out the welcome mat for this gathering of professionals will require donations in the form of cash and donations.

We need help to support special activities that will be offered to conference participants and to provide for registration favors and refreshments during the conference. Some special activities include a tour of the St. Paul and Elk Point Libraries, pre-conference evening social, 2 guest speakers on Friday.

By donating, you'll benefit from exposure of your municipalities name to those who attend the conference. Donors will be listed within the building, and the donations or merchandise you give will be on display throughout the conference.

Would you consider donating to support the continued work of Northern Lights Library System? You can reach me at 780.724.2596 ext. 242, or let me know through your appointed board member.

Yours truly,

Patricia Mathiot
Executive Assistant



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

Issue Summary Report

7.6 SPONSORSHIP FOR PROVINCIAL TOURNAMENTS

#20120606007

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

We have received the following requests for sponsorship to attend Provincial tournaments:

- St. Paul Regional High and Mallaig School - Track & Field, June 1 & 2 in Edmonton
- Mallaig School - Team Handball, April 26-28, 2012 in Calgary

Recommendation

Motion to approve a \$500 grant for St. Paul Regional High School to offset costs of traveling to the 2012 High School Provincial Track and Field Championship on June 1 & 2, 2012 in Edmonton, as per policy ADM-51.

Motion to approve a \$1,000 grant for Mallaig School to offset the costs of traveling to the 2012 High School Provincial Championships for Team Handball on April 26-28, 2012 in Calgary and Track & Field on June 1 & 2, 2012 in Edmonton.

Additional Information

Originated By : pcorbiere

Thursday May 24, 2012

Dear County of St. Paul,

On June 1st and 2nd, St. Paul Regional High School will be going to the ASAA 2012 High School Track & Field Provincial Championships in Edmonton. As you may have heard, we had a solid zone championship and ended up winning the 3A banner and total points for all schools involved.

I know that the County of St. Paul supports teams that compete at the Provincial level in athletics and you have supported us quite a bit this past season with assistance in Cross Country Running, Volleyball, Basketball and Badminton. We would like to apply for the provincial funding to help us cover the expenses of sending 22 students and coaches for that competition. If there is any paper work that needs to be filled out, please let us know.

I know that the County has supported us in the past, and we appreciate any support you can give. 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@spcrd.ca.

Sincerely,

Hank Smid
Athletic Director
St. Paul Regional High School



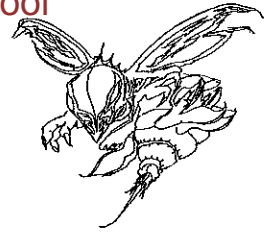
École Mallaig School

PO Box 90 Mallaig, Alberta T0A 2K0

Telephone/Téléphone: (780) 635 – 3858

Fax/Télocopieur: (780) 635 – 3938

E-mail: mcs@sperd.net



County of St. Paul No. 19

May 1, 2012

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

Re: Provincial Team Handball Sponsorship

Dear Council Members:

The County of St. Paul No. 19 has, in the past, donated money to our school for Provincial Competitions which has been very much appreciated. We have again sent another team to a Provincial Championship this time for Senior High Team Handball. We are requesting funding for this team if the County is still in a position to donate some funds to our school. The Provincial Handball Championship was held in Calgary on April 26-28.

École Mallaig School serves the communities of Mallaig, St. Lina, Goodridge, Therien and St. Vincent. It is a dual track school from ECS to grade 12 with an enrolment of 256 students.

Your contribution would greatly assist our school's athletic program and would alleviate some of the financial implications of sending our teams to such elite competitions. Thank you very much for considering our request.

If you have any questions please do not hesitate to contact me at school (635-3858).

Sincerely,

Denis Jodoin
Principal



École Mallaig School

PO Box 90 Mallaig, Alberta T0A 2K0

Telephone/Téléphone: (780) 635 – 3858

Fax/Télocopieur: (780) 635 – 3938

E-mail: mcs@sperd.net



County of St. Paul No. 19

May 25, 2012

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

Re: Provincial Track & Field Sponsorship

Dear Council Members:

The County of St. Paul No. 19 has, in the past, donated money to our school for Provincial Competitions which has been very much appreciated. We have again sent another team to a Provincial Championship this time for Senior High Track & Field. We are requesting funding for this team if the County is still in a position to donate some funds to our school. The Provincial Track Championship is being held in Edmonton on June 1, 2012.

École Mallaig School serves the communities of Mallaig, St. Lina, Goodridge, Therien and St. Vincent. It is a dual track school from ECS to grade 12 with an enrolment of 256 students.

Your contribution would greatly assist our school's athletic program and would alleviate some of the financial implications of sending our teams to such elite competitions. Thank you very much for considering our request.

If you have any questions please do not hesitate to contact me at school (635-3858).

Sincerely,

Denis Jodoin
Principal



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

Issue Summary Report

7.7 ST. PAUL MINOR BALL ASSOCIATION

#20120606001

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

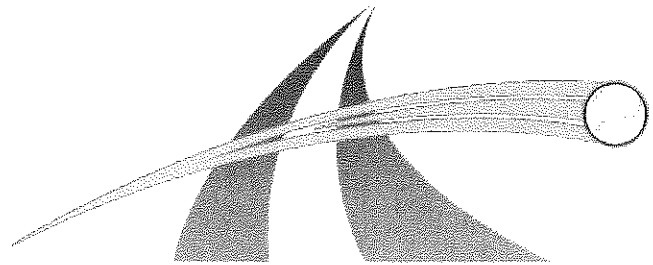
The St. Paul Minor Ball Association will be hosting the Pee Wee Girls Provincial Tournament from July 13 to 15, 2012. They are requesting a donation to assist with their tournament.

Recommendation

Motion to approve a \$1,000 donation to help offset costs of hosting the Pee Wee Girls Provincial Softball Tournament from July 13 to 15, 2012 as per County policy.

Additional Information

Originated By : pcorbiere



May 31, 2012

SOFTBALL ALBERTA

To St. Paul and Area Businesses:

Our St. Paul Minor Ball Pee Wee Girls team will be hosting provincials from July 13th - 15th, 2012. In order to ensure the success of this event we are seeking support from businesses that we support. We are looking for donations in the form of cash, gift cards, and/or other items that you are able to provide to help us out in any way.

Contributing businesses will be mentioned in our welcome letter to the participating teams, posted on the concession at the ball diamonds during the tournament and advertised in our local paper.

We would appreciate a response by June 15, 2012 by contacting Stacey at (780) 645-4518 or Mandy at (780) 645-0280. We thank you in advance for your consideration and your support for the St. Paul Minor Ball Pee Wee Girls.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Angie Theroux', is written over the word 'Sincerely,'.

Angie Theroux
Mother at Large for
St. Paul Minor Ball Association
Pee Wee Girls



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

Issue Summary Report

7.8 PARTNERS IN INJURY REDUCTION REFUND

#20120606004

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

We have received a rebate of \$14,402.44 for our successful participation in the Partners In Injury Reduction Program during 2011.

Recommendation

Motion to file as information.

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

7.9 REQUEST TO CANCEL PROPERTY TAXES ON LOT 6, BLOCK 3, PLAN 0021847 #20120603003

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

The group of owners of Lot 6, Block 3, Plan 0021847, know as Aline Drive Water Service Ltd., is requesting that the 2012 municipal portion of the property taxes be cancelled (\$776.74). The lot is used for a dugout and a small shed that houses the equipment to pump water to the lots in the subdivision. The property taxes are paid by the lot owners who are connected to the water service.

In 2010 & 2011 Council cancelled the Municipal property taxes on this lot.

Recommendation

As per Council's wishes.

Additional Information

Originated By : pcorbiere

MAY 24, 2012
(PG. 1 of 2).

COUNTY of ST. PAUL No. 19,
ATTN: COUNTY COUNCILLORS,
REEVE; COUNCILOR Div. # 4;
ATTN. Ms. MARINE FODNESS:

RE: REQUEST Council Consideration,
REBATE OF MUNICIPAL TAX PORTION, ON
3.350 ACRE "WATER SERVICE" SITE ONLY;
(PUMP HOUSE / IN DUGOUT), WHICH SERVICES (4) FOUR ACRES;
(KNOWN AS THE BERT PRATCH SUBDIVISION DEVELOPMENT,) AT
S.E. QTR. SEC. 33 TWP. 58 RNG. 9 W4 MER. (LOT 06) BLK. 3.

I, EDWARD GLOSSOP, REPRESENT THIS NOTED GROUP OF FOUR ACRES,
ALL ADJACENT TO "ALINE DRIVE"; ALL CONNECTED TO A CENTRAL
WATER ACCESS SOURCE SITE, KNOWN AS,

	LOT	BLK	PLAN	ROLL NUMBER
S.E. 33.58.9.4	6	3	0021847	9833117

WE ARE COLLECTIVELY KNOWN AS "ALINE DRIVE WATER SERVICE"
FOR LEGAL LAND RIGHTS ONLY, OUR GROUP IS ONLY A NON-PROFIT REGISTERED
COMPANY LIMITED; OF WHICH EACH FAMILY HOLDS A 1/4 INTEREST.
ASSOCIATED TO / CONNECTED TO; EACH LEGAL ACREAGE PROPERTY, RESPECTIVELY.
NOTE: EACH OWNER UNDERSTANDS A SALE OF THEIR ACREAGE, ALSO MEANS THE
SALE OF THEIR 1/4 INTEREST IN LOT #6, INCLUDED.

SINCE SECURING A LEGAL CONNECTION OF EACH ACREAGE PROPERTY
TO THIS WATER SITE IN 2005; THE "ADDITIONAL TAX" OF THIS LOCATION,
(I.E. LOT #6 TO EACH ACREAGE HOME SITE) HAS BEEN A TAX ASSESSMENT
INCREASE FROM \$200.- PER YEAR, TO APPROX \$1,000.- PER YEAR!!
IN ONLY A SEVEN-YEAR PERIOD.

(\$206 in 2005) (\$934 in 2010) (\$942 in 2011) (\$941 in 2012).

THEREFORE; WE "RESPECTIVELY REQUEST" A COUNCIL CONSIDERATION
OF MUNICIPAL TAX CANCELLATION; OR REDUCTION. AS PROVIDED FOR;
UNDER SEC. 347 (1) OF THE MUNICIPAL GOVERNMENT ACT.

(CON'T.) ↑

MAY 24 2012
(Pg. 2 of 2)

SINCE TAX YEAR (2011 SITE) TAX WAS 'REDUCED' TO
NR ACTA SCH FOUNDATION ONLY; PLEASE RE-CONSIDER THIS APPLICATION
AGAIN FOR TAXATION YEAR "2012".

PLEASE CONTACT MYSELF FOR FURTHER REQUIRED INFORMATION;
QUESTIONS OR CLARIFICATION OF SAME.

"THANK YOU VERY MUCH" FOR YOUR TIME AND TROUBLE;
IN REGARD TO THIS URGENT TO US, "ANNUAL" MATTER.

SINCERELY,

 E. Glossop.

c/o P.O. Box # 1567, St. Paul, MN 55103.
(PH. # RES. - 780.645.5529)

C.C. FAMILIES:

E. & L. Glossop. - 780.645.5529.

D. PRATCH - 780.645.2798.

J. & C. PROULLY - 780.645.3028.

A. PILOTE. -



PROPERTY ASSESSMENT AND TAX NOTICE

0000171
Tax Year
2012

----- Please retain this portion for your records -----

Legal Description SE-33-058-09-4 Urban 06 -3 0021847										Roll Number
QTR	SEC	TWP	RNG	MER	LOT	BLOCK	PLAN	AREA:	3.350	9833117
SE	33	58	9	4	06	3	0021847	Acres		

Notice Date	If you wish to file a complaint with the Assessment Review Board, see the reverse side of this notice for further details. *Not applicable to linear.
MAY 16, 2012	Final Complaint filing date: JULY 14, 2012

Issued to: ALINE DRIVE WATER SERVICE LTD.
C/O BOX 1567
ST. PAUL AB T0A 3A0

A copy of this notice has been sent to the following:	Tax AutoPayment Information:
Mortgagor:	Bank Withdrawal on:
Reference#:	New Payment: \$
Owners:	
Messages:	

A M O U N T D U E	
before June 30th:	\$ 940.76
before Sept 30th:	\$ 968.98
before October 31st:	\$ 1,016.02
before November 30th:	\$ 1,063.06
before * December 1st:	\$ 1,063.06

* Farmland & Farm Res Only

ASSESSMENT DETAILS

Assessment Class	Current Year			Total	School Support
	Land	Improvement	Other		
NR NonResidential	45,170			45,170	Public: Separate: Undeclared: 100.00
				Assessment Total: 45,170	Alberta School Foundation (ASF) Taxes are collected on behalf of the Province of Alberta. ASF tax rate is determined by the Province.
				Taxable Total: 45,170	

TAX ACCOUNT DETAILS

Tax Category	Current Year			Description	Local Improvement	Amount
	Assessment	Mill Rate	Levy			
Municipal						
NR Municipal	45,170	16.0048	\$ 722.94	Bylaw:	Expiry:	\$
Additional Information						
School						
NR Alta Sch Foundation	45,170	3.8525	174.02	Previous Year Levy		941.73
Tax Levy Summary						
Other				Comments:	Total Property Tax:	\$ 940.76
Waste Management	45,170	.7500	33.88		Local Improvement:	
M.D. St. Paul Found	45,170	.2196	9.92		Total Current Tax:	\$ 940.76
					Credits or Arrears:	.00
					Outstanding Balance:	\$ 940.76
				\$ 940.76		



----- Please return this portion with your payment -----

Tax Year	Owner #	Roll Number	Legal Description	Urban
2012	846	9833117	SE-33-058-09-4 06 -3 0021847	

Amount Due on or before				
June 30	Sept 30	Oct 31	Nov 30	Dec 1 *
\$ 940.76	\$ 968.98	\$ 1,016.02	\$ 1,063.06	\$ 1,063.06

* Farmland & Farm Res Only

Please make cheques payable to:
County of St. Paul

ALINE DRIVE WATER SERVICE LTD.
C/O BOX 1567
ST. PAUL AB T0A 3A0

Amount Paid



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

Issue Summary Report

7.10 AGREEMENTS FOR ST. PAUL/ELK POINT WATER TRANSMISSION LINE

#20120531006

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

Following the last Elk Point/St. Paul Regional Water Commission Meeting, Council was informed at the Public Works Meeting that two agreements needed to be signed between the County of St. Paul and the Commission. A Road Crossing Agreement as well as a License of Occupation Agreement (that provides permission for the water transmission line to be placed in the County's Road Right of Way) needed to be drawn up and signed. Administration has had these documents developed and reviewed by our legal council. We are looking for Council's ratification of the agreements being signed.

Recommendation

That Council ratify the signing of the Road Crossing Agreement between the Elk Point/St. Paul Regional Water Commission and the County of St. Paul.

That Council ratify the signing of the License of Occupation on County Road Right of Ways between the Elk Point/St. Paul Regional Water Commission and the County of St. Paul.

Additional Information

Originated By : skitz

ROAD CROSSING AGREEMENT

AGREEMENT MADE THIS _____ DAY OF _____ A.D. 2012
BETWEEN

COUNTY OF ST. PAUL NO. 19

5015- 49 AVE
St. Paul, AB T0A 3A4
(Hereinafter Called the “Municipality”)
OF THE FIRST PART

- AND -

-

ELK POINT / ST. PAUL REGIONAL WATER COMMISSION

A Municipal Corporation
In the Province of Alberta
PO Box 448
Elk Point, AB T0A 1A0
(Hereinafter referred to as the “Commission”)
OF THE SECOND PART

DESCRIPTION OF MUNICIPAL ROADS THIS AUTHORIZATION COVERS:

Roads:

Add in road ways

CONSTRUCTION SHALL BE COMPLETED BY:

WHEREAS County of St Paul No. 19 has the control and management of the public highways and roads (hereinafter referred to as “the road allowances”) within the Municipality pursuant to Section 18 of the Municipal Government Act, being Chapter M26 of the Revised Statutes of Alberta, 2000 and amendments thereto.

AND WHEREAS the Commission (Grantee) is desirous of obtaining the Municipality’s permission to enter upon a road allowance for the purpose of making thereon such excavation as will permit the Commission to install and bury its pipeline across and beneath the said road allowance (the said excavating and installing of the pipeline beneath the road allowance to be hereinafter referred to as “the crossing”) all upon the terms and conditions as are outlined in this agreement.

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants, terms and conditions hereinafter set forth the parties hereto each agree with the others as follows:

Appendix 1 for 7.10: Road Crossing Agreement

1. The Municipality does hereby in consideration of the sum of One Dollar (\$1.00) paid to the Municipality by the Commission, the receipts of which sum is hereby acknowledged, and in consideration of the covenants and conditions hereinafter set forth, grant and transfer unto the Commission the rights, privilege and license to construct a crossing under such road allowance and at such location as is, from time to time, described in the maps, plans and drawings delivered to the Municipality by the Commission pursuant to the provisions contained in Paragraph 3 hereof.
2. The Commission shall propose a location for the crossing area which gives due consideration to any features of the roads which may have a detrimental effect on the operation of roads or pipelines in the crossing area. These crossings shall be marked out in advance in order that a representative from the Municipality may inspect and make recommendations prior to the Municipality reviewing the proposal.
3. The Commission shall furnish the Municipality with detailed maps, plans and any specifications on the pipeline which the Municipality deems necessary in order to make a decision. This information shall be submitted 30 days prior to the commencement of any construction. Construction shall not commence prior to the Commission receiving written confirmation from the Municipality that the proposed location and specifications are acceptable to the Municipality.
4. The said right, privilege and license are hereby granted by the Municipality to the Commission for the purposes of the laying down, replacing, repairing, maintaining, inspecting, operating and removing of the Commission's pipeline within the crossing.
5. At a crossing where a pipeline is installed by the Commission, the said pipeline must be installed at a minimum depth of 6 feet (1.87 metres) below the existing ditch bottom or 8 feet (2.4 metres) below the centre of the roadway whichever is greater. The depth of such pipeline will be continuously maintained throughout the crossing at a minimum of 6 feet (1.8 metres) for the entire width of the road allowance.
6. The Commission shall construct a crossing so that:
 - a) the pipeline crosses the road allowance as nearly as possible at a ninety degree angle;
 - b) the pipeline shall contain no bends in that portion of the pipeline passing under the road.
7. A developed road allowance shall be crossed using the boring method crossing.
8. Undeveloped road allowances may be crossed using the open cut method of crossing subject to obtaining approval for such a method from the Municipality.
9. Crossings which have been approved by the Municipality to be open cut or crossings under roads which are scheduled to be upgraded at a later date may be requested to be installed deeper. The depth of these installations shall be determined individually and to be at the discretion of the Municipality.

10. Where it is required that traffic be detoured around any road allowance construction area on account of the construction of a crossing by the Commission, a detour shall be provided by the Commission and shall be adequately maintained, with ample lights, flares, barricades and warning signs and devices being erected throughout and adjacent to the construction area.
11. The crossings shall be restored by the Commission to their original condition as nearly as possible and to the satisfaction of the Municipality and the Commission shall maintain the crossings to the continued satisfaction of the Municipality.
12. The Commission shall be responsible for properly marking the crossing with warning signs. All such warning signs shall be placed and maintained on each side of the road allowance to identify the crossing location.
13. The Commission or the operator of any existing pipeline must locate, expose, lower or move if necessary, any pipeline to facilitate road construction at a future date at the Commission's expense.
14. The Commission or operator of the pipeline shall be responsible for the locating and exposing of that pipeline within 48 hours of receipt of notice to do so. The method of exposing the pipeline on municipal road allowance shall conform to the Alberta Occupational Health and Safety Regulations.
15. The Commission shall provide to the Municipality, prior to the commencement of construction of the crossing, 48 hours' notice of its intention to commence construction.
16. The crossing shall be inspected by an appointed authority on behalf of the Municipality before the excavation may be backfilled. If the crossing is backfilled before inspection has been made the Municipality may request the pipe to be hand exposed by the Commission or operator in order to verify its location.
17. Suitable markers shall be installed on both sides of the road allowance indicating the location of the pipeline crossing the road allowance and shall be maintained for the entire existence of the pipeline.
18. In the case of default by the Commission in carrying out any of the provisions of this Agreement, the Municipality may give notice thereof to the Commission. If the Commission fails to commence to remedy such default within 15 days after receipt of such notice and diligently complete such remedy thereafter, the Municipality may take such steps as are appropriate to remedy such default and the Commission shall be liable for and shall pay all reasonable costs and expenses incurred by the Municipality in remedying the default. The Municipality shall provide the Commission with 3 months prior written notice of the requirement for the relocation, lowering or protection of the said crossing whereby it is found to be necessary by the Municipality and in the best interest of the public, at the expense of the said Commission.

Appendix 1 for 7.10: Road Crossing Agreement

19. Upon the execution of this agreement and receiving written confirmation that the proposed crossing location and specification are acceptable to the Municipality and at all times thereafter the Commission may enter upon and occupy the crossing for the purposes provided in this agreement.
20. Nothing contained in this agreement shall be deemed to limit or in any manner prohibit the Municipality from fully using and enjoying any portions of the said road allowance where the crossing has been installed in any lawful manner whatsoever and the right, privilege and license herein granted to the Commission is strictly limited to the rights expressly granted herein to the said Commission.
21. The Commission agrees to at all times hereinafter indemnify and keep the Municipality indemnified against all actions, claims and damages that may be lawfully brought or made against the Municipality by reason of anything done by the Commission its agent or contractors, in the exercises or purported exercise of the rights, privileges and licenses herein granted to the Commission.
22. The Commission agrees to provide, prior to the commencement of construction of the crossing and within TEN (10) days of being requested so to provide by the Municipality, security in such amount and of such type as the Municipality shall in its discretion, request.
23. In the case of breakage of the Commission's pipeline or other emergency no prior written notice shall be required to be given to the Municipality for the Commission to enter a road allowance to attend to the emergency, however, the Municipality shall in all instances be advised forthwith of such emergency.
24. No assignments of this agreement or rights hereunder by the Commission shall be valid without the written consent of the Municipality.
25. This agreement shall ensure to the benefit of and be binding upon the parties, their respective heirs, executors and administrators.
26. Whenever under the provision of this Agreement any notices, demands or requests are required to be given by either party to the other, such notice, demand or request may be given by delivery by hand to, or by prepaid single registered mail sent to, the respective addresses hereinafter provided for, and if given by mail shall be deemed to have been served and given on the fifth business day following the day of mailing, the respective addresses of the parties being:

COUNTY OF ST. PAUL NO. 19, 5015-49 Ave, St. Paul, AB, T0A 3A4

ELK POINT/ ST. PAUL REGIONAL WATER COMMISSION
PO Box 448, Elk Point AB, T0A 1A0

Appendix 1 for 7.10: Road Crossing Agreement

provided however, that such addresses may be changed upon five (5) days' notice; and provided further that if in the event that notice served by mail at a time when there is an interruption of mail service affecting the delivery of such mail, then notice shall not be deemed to have been served until one (1) week after the date that normal service is restored.

IN WITNESS WHEREOF the parties hereto have hereunto caused their corporate name and seals to be affixed, attested under the hands of their proper officers in that behalf, the _____ day of _____ A.D. 2012.

COUNTY OF ST. PAUL No. 19

Per:

Reeve

Chief Administrative Officer

ELK POINT/ ST. PAUL REGIONAL WATER COMMISSION

Per:

Chairman

Administrator

**WATER PIPELINE LICENSE OF OCCUPATION ON
COUNTY ROAD RIGHT OF WAYS**

May 2012

Between

County of St Paul No. 19

-and-

Elk Point/ St Paul Regional Water Commission

Appendix 2 for 7.10: License of Occupation Agreement

LICENSE OF OCCUPATION AGREEMENT made this ____ Day of _____, 2012
BETWEEN

COUNTY OF ST. PAUL NO. 19

5015-49 AVE
St Paul, AB, T0A 3A4
Tel: 780-645-3301
Fax: 780-645-3104
(Hereinafter called the "Grantor")
OF THE FIRST PART
-and-

ELK POINT/ ST. PAUL REGIONAL WATER COMMISSION

A Municipal Corporation
In the Province of Alberta
PO Box 448
Clyde, AB T0G 3A4
(Hereinafter referred to as the "Grantee")
OF THE SECOND PART

LICENSE OF OCCUPATION AGREEMENT

(Hereinafter called the "Agreement")

RECITALS:

WHEREAS the Grantor being a municipal corporation has the control and management of the public highways and roads hereinafter referred as "the road allowances" within the Municipality pursuant to Section 18 of the Municipal Government Act, being Chapter M26 of the Revised Statutes of Alberta, 2000 and amendments thereto.

AND WHEREAS the Grantee has requested a grant of License of Occupation with access over the Road Allowances for the purpose of developing and operating the Grantee's water pipeline (hereinafter referred to as "Road Allowance"); the Grantor having agreed to grant such access subject to the terms of this agreement.

AND WHEREAS the Parties have agreed that for those portions of the water pipeline in the Road Allowance shown in Schedule "A", access will be based on terms and conditions in this agreement; the License portion of the Road Allowance shall be defined for the purposes of this Agreement as the area shown in Schedule A,

AND WHEREAS the Grantor shall at all times retain the right, and have access to and use of the Road Allowance, including the License of Occupation, for the Primary Use and other uses.

NOW THEREFORE in consideration of the mutual terms, covenants and conditions hereinafter set forth and the payment by the Grantee to the Grantor of the sum of **ONE (\$1.00) DOLLAR**, and other subsequent good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Grant of License of Occupation

The Grantor hereby grants, conveys, transfers and sets over to and unto the Grantee, its successors and assigns a License of Occupation across, over, under and through the Road Allowance to construct, operate, and maintain the water pipeline or pipelines including accessories and appurtenances and for any other purpose preparatory or incidental thereto including the right to repair or replace the said water pipeline or pipelines.

2. Works

All of the Grantee's water pipeline works that may come into existence and be laid along the Road Allowances in accordance with the terms of this agreement shall be referred to hereinafter collectively as "the Works" and individually as "the Work".

3. Additional Work

In respect of any proposed additional work to be constructed, maintained and used by the Grantee after the effective date of completion of the work described herein, the Grantor hereby covenants that it will, when reasonably requested and upon receipt of a fee of ONE (\$1.00) DOLLAR and satisfactory plans outlining the specifications of the proposed additional work, grant a new License of Occupation in a form similar to this agreement and any additional work shall be governed by all the terms and conditions of this agreement.

4. Additional Access

The Grantee shall pay to the Grantor in respect and upon the commencement of this and each additional access or egress from the License of Occupation Lands, a fee of ONE (\$1.00) DOLLAR to cover the administrative costs associated with each additional access.

5. Reclamation Inspections

The Grantee shall pay the Grantor's costs for pre and post disturbance reclamation inspections to provincial standards by a qualified consultant.

6. Use by Grantee

Subject to the Agreement, Schedules A and B, including the standard terms and conditions described in Schedule B - TERMS FOR THE LAYING OF PIPE LINES, WATER PIPES, SEWERS, WIRES, ETC., UNDER GRANTOR'S LANDS, the Grantee shall have the right to use the License of Occupation lands for the purposes outlined herein.

7. Schedules

The parties hereto acknowledge and agree that the terms and conditions set out by the Grantor in Schedules A and B hereto, are valid and enforceable as against the Grantee, and that any failure on the part of the Grantee to fulfill any condition or term contained therein shall constitute a breach of this Agreement.

8. Use by Grantor

Subject to the following, the Grantor shall have the right to use and enjoy the Road Allowance:

- (i) The Grantor shall not use the Road Allowance for any purpose which might either interfere with the rights granted herein to the Grantee, or incur a liability for damages to the Grantee without the prior written consent of the Grantee, including in particular:

- (a) no permanent structures may be erected on the Road Allowance by the Grantor without the written consent of the Grantee, such consent shall not to be unreasonably withheld. Permanent structures excludes roads and related structures.

(ii) The Grantee shall be responsible for and compensate the Grantor for reasonable additional costs incurred by the Grantor, in connection with excavation, drilling, installation, erection, repair or construction required to develop the Road Allowance for use as a road or related purpose across, over or under, on or through the Road Allowance, that are caused by the existence of the said water pipeline.

9. Removal of Property

Notwithstanding any rule of law or equity, the water pipeline or pipelines shall at all times remain the property of the Grantee, notwithstanding that the same may be annexed or affixed to the Road Allowance and shall at any time and from time to time be removable in whole or in part by the Grantee.

10. Damages

In accordance with the terms and conditions outlined in Schedule B of the Agreement, the Grantee shall pay compensation for any and all damage where such damage occurs as a result of the operations of the Grantee, its servants, agents, or contractors.

11. Liability

In accordance with the terms and conditions outlined in Schedule B of the Agreement, the Grantee covenants and agrees to indemnify and save harmless the Grantor from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the construction, operation, maintenance and/or repairs of the said water pipeline or pipelines and/or any related fixtures and appurtenances affixed to the Road Allowance other than through willful or gross negligence by the Grantor.

12. Topsoil

Insofar as it may be practicable to do so, the Grantee shall, unless otherwise requested by the Grantor, strip from the ditch line prior to construction such width as may be required under good pipeline practices and in compliance with existing regulations, replace the topsoil as near as possible to its original condition following construction.

13. Reclamation Standards

Reclamation practices will meet provincial standards.

14. Notices

All notices to be given hereunder may be given by letter, postage prepaid, addressed to the Grantee (Elk Point / St. Paul Regional Water Services Commission) at PO Box 448, Elk Point , AB T0A 1A0, and to the Grantor (County of St. Paul No. 19) at: 5015- 49 Ave, St Paul, AB, T0A 3A4, or such other address as the Grantor and Grantee may respectively from time to time appoint in writing, and any such notice shall be deemed to be given to, and received by, the Addressee five (5) days after the mailing thereof.

15. Regional Services Commission

The parties hereto each acknowledge to the other that the Grantee is a regional services commission governed pursuant to Part 15.1 of the Municipal Government Act of the Province of Alberta, Revised Statutes of Alberta, 2000 Chapter M-26 with amendments and that the Works described herein are a public utility within the meaning of that Act.

16. Enurement

This Agreement shall enure to the benefit of, and be binding upon the parties hereto and each of them, their respective heirs, executors, administrators, successors and assigns

17. Severance

In the event that any provisions hereof may be void or unenforceable for any reason, such provision or provisions shall be considered severable from the remaining provisions, which shall continue in full force and effect.

18. Prior Agreements

In the event of a conflict between the terms of this Agreement and the terms of any prior agreements, discussions or correspondence between the parties, the terms of this Agreement shall prevail.

19. Governing Law

This Agreement shall be construed by and governed in accordance with the laws of the Province of Alberta.

20. Effective Date

This Agreement shall take effect as of _____, 2012 (the "Effective Date").

IN WITNESS WHEREOF the parties have executed the Agreement as of the date first written above.

COUNTY OF ST. PAUL NO. 19

Per: _____
Reeve

Per: _____
County Manager

ELK POINT/ ST. PAUL REGIONAL WATER COMMISSION

Per: _____
Chairman

Per: _____
Project Manager

Schedule A - DRAWING SET

SCHEDULE B

TERMS FOR THE LAYING OF PIPE LINES, WATER PIPES, SEWERS, WIRES, ETC., UNDER GRANTOR'S LANDS

Definitions	<p>1. (a) "Grantee" means the party applying for the right to install and maintain any Works upon, through, over or under Grantor's Lands;</p> <p>(b) "Works" means the Grantee's water transmission facility, installed or to be installed under the Road Allowance as defined by the Agreement;</p>
Construction maintenance, and repair	<p>2. All construction, maintenance and repair of the Works and all restoration and reclamation of the road allowance, vegetation (including weed control), and the Grantor's Lands or structures as permitted or required hereunder shall be at the cost of, and borne by the Grantee, shall be conducted in a manner which is safe and acceptable to the Grantor, shall protect and maintain the integrity of the road allowance and associated structures, and where appropriate shall be subject to and in accordance with all applicable laws, rules, orders and regulations and subject to the terms and conditions of the Agreement. Reclamation shall be to a safe level condition, shall address water drainage needs and requirements.</p>
Above ground installations	<p>3. The Grantee shall, so far as may be practical, locate any above ground installation(s) in such a fashion as to provide a minimum of inconvenience to the Grantor, and shall ensure continuity and clear access along the road allowance. All above ground installation locations shall be submitted and subject to the Grantor's approval, such approval not to be unreasonably withheld. Where an above ground installation requires fencing, signage or other protection, such work shall be performed by the Grantee and the Grantee shall pay the entire cost of all such work.</p>
Work of supporting roads and other structures	<p>4. Any work of supporting the Grantor's roads or structures or of protecting the public made necessary by the construction, maintenance or repair of the Works shall be performed by the Grantee and the Grantee shall pay the entire cost of all such work.</p>
Placement of signs	<p>5. (a) Except in the case of Works which are buried wire or buried cable crossings, the Grantee shall, at its own expense and as directed by the Grantor or as required by the order of any regulatory agency having jurisdiction, install and maintain at locations satisfactory to the Grantor and applicable authorities, signs prominently marking the Works and their distance underground.</p>
Supervision	<p>6. The work of construction, renewal and repair of the Works shall be subject to the supervision of the Grantee who shall be entirely responsible to the Grantor for ensuring public safety, fence repair, cleanup, and the return of the said lands, surface and surfacing materials, other structures and site to original condition or as otherwise specified in this agreement. The Grantee shall provide predisturbance photo documentation (electronic pdf file) of the site to the Grantor and shall give the Grantor at least 48 hours notice in writing of its intention to do such work, which notice period shall not include, Saturdays, Sundays, or statutory holidays, except that, in cases of emergency, the</p>

Grantor shall be notified immediately by phone. When construction, renewal or repairs have been completed, the property of the Grantor shall be restored by the Grantee to a condition which is as close as is reasonably possible to its former condition or as otherwise specified herein and which is to the entire satisfaction of the Grantor, the Grantee shall provide post disturbance photo documentation of the site (electronic pdf file), and the Grantee shall at all times maintain the Works in good order and condition and to the entire satisfaction of the Grantor.

Indemnity

7. (a) The Grantee shall save harmless and indemnify the Grantor, and its elected officials, officers, agents and employees from and against any and all losses, costs, injuries, expenses, damages, claims, causes of actions, suits and liabilities whatsoever, direct or consequential (hereinafter called "Damages") which may arise or accrue to any person, firm or corporation against the Grantor by reason of negligence or willful act or omission of the Grantee, its members, officers, employees, agents, invitees, licensees, contractors or sub-contractors, or by any reason whatsoever, in respect of the construction, maintenance, operation, removal or existence of the Works including, without limiting the generality of the foregoing:

(i) Damages, including those arising out of personal injury or death or damage to property, caused by the Works or by any substance carried by or in the Works;

(ii) Damages arising out of the laying, repair, renewal, replacement, moving, alternation or removal of the Works;

(iii) Damages resulting from the release, discharge, seepage or other escape from the Works of any substance carried by or in them including chemicals, hazardous, or toxic materials, substances, pollutants, contaminants or wastes, whether liquid, gaseous, micro-organic or other nature whatsoever;

(iv) Damages resulting from failure to comply with any applicable laws, regulations or orders of any government, authority or body having jurisdiction, or any of the provisions hereof.

(b) The provisions of paragraph 7 (a) herein shall survive the expiration or termination of this Agreement.

(c) If requested by the Grantor, the Grantee shall, at its own expense, acquire and maintain at all times in respect of the Works and during the currency of the rights and obligations of the Grantee hereunder in respect thereof (from and including the date of the commencement of construction of the Works), insurance in a form and issued by an insurance company or companies satisfactory to the Grantor as follows and subject to the following terms:

Release

8.(a) The Grantee agrees that the Grantor, its elected officials, officers, agents and employees shall not be liable in any manner whatsoever for and the Grantee hereby releases and discharges the Grantor, their directors, officers, agents and employees from and against any and all losses, costs, injuries, expenses, damages, claims and liabilities

whatsoever, direct or consequential, incurred or suffered by the Grantee, its members, officers, employees, agents, invitees, licencees, contractors or sub-contractors by reason of:

(i) the entry upon the Grantors' Lands by the Grantee, its employees, agents, or contractors, notwithstanding that permission may have been granted by the Grantor; and

(ii) any other matter or occurrence whatsoever, including but not limited to any act, omission or negligence of the Grantor, their employees, agents or contractors or arising from or in connection with the use of the rights of way as set out herein and the existence of the Works thereon.

(b) The provisions of this Clause 8 shall survive the expiration or termination of the rights and privileges granted hereunder.

Grantee's
employees
on Grantor's property

9. Subject to any laws, rules and regulations now or hereafter in force governing roads and road allowances, and subject to the provisions of Clause 6 herein respecting notice to the Grantor, the Grantee and its employees and agents shall have the right to enter upon the lands of the Grantor at such times as may be necessary for the purpose of construction, maintenance, inspection, removal, and repair of the Works.

Default

10. If the Grantee shall neglect to do such work of repair or maintenance as in the reasonable opinion of the Grantor is necessary, the Grantor may carry out such work of repair or maintenance itself as agent of the Grantee, and the Grantee shall pay to the Grantor the entire cost of all such work forthwith upon receipt of invoice(s) based on actual cost plus labour overheads, material handling cost, equipment rentals and other arbitraries.

Moving or Alteration

11. Should the Grantor be ordered by any Federal, Provincial or Municipal Government authority having jurisdiction, to make such changes in the Grantor's road allowance, land, structures or facilities as would in the opinion of the Grantor necessitate the moving or alteration of the Works herein contemplated, or should the Grantor desire to build on the property crossed by the Works, including any road or road improvement, which would necessitate any change in the location or construction of the Works, the Grantee shall at its own expense and to the entire satisfaction of the Grantor perform all such work of moving or altering or carrying out protective measures to safeguard the Works as may be necessary within whichever is the lesser of twelve months, or the period provided in the order, after receipt of notice so to do and, should the Grantee fail to perform such work of moving or altering within the time specified, the Grantor shall have the right to do such work as agent of the Grantee and the Grantee shall pay to the Grantor the entire cost of all such work forthwith upon receipt of invoice(s) based on actual cost plus labour overheads, material handling cost, equipment rentals and other arbitraries. Directives or successors thereto issued by any authority having jurisdiction, and all the provisions hereof shall apply to the Works while being moved or altered and in their changed condition or location and to the parties hereto in respect thereof. Provided that the Works are relocated within the Grantors'

Lands, no additional fee as defined in the Agreement between the parties hereto, will be payable in respect of the relocated Works.

Assignment

12.The Grantee shall not assign, transfer or dispose of any of its rights or privileges hereunder without the consent in writing, first obtained, of the Grantor, which consent shall not be arbitrarily or unreasonably withheld.

Termination

13.The rights and privileges granted hereunder in respect of the Works shall be in force from year to year, subject, however, to termination of this Agreement. The Grantor may terminate the agreement on 30 days notice or such other date as the parties jointly agree to, and on the day so named all such rights and privileges hereunder shall come to an end, provided that notwithstanding such termination the Grantee shall continue to be liable to the Grantor for all payments due and obligations incurred thereunder prior to the date of such termination.

Agreement binding successors and assigns

14.The terms hereof shall, subject to Clause 12 hereof, enure to the benefit of and be binding upon the parties hereto, the successors and assigns of the Grantor, and the heirs, executors, administrators, successors and permitted assigns of the Grantee.

Removal of Works

15.Upon the termination of this Agreement, the Grantee shall, if requested by the Grantor acting reasonably so to do, remove at the expense of the Grantee the Works from the Grantor's Lands to a condition which is as near to its original state and condition as is reasonably possible. The conditions embodied in Clauses 7 and 8 hereof shall remain applicable and effective until such time as all work to be performed by the Grantee as provided for in this clause shall have been carried out.



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

Issue Summary Report

7.11 ASHMONT/LOTTIE LAKE WATER FOR LIFE PROJECT

#20120531010

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

At the May Council Meeting Council made a motion to proceed with the new Water Treatment Plant for Ashmont. As a result Urban Systems have provided Council with an updated Work Program to resume the project that was halted due to analysis of possible connection to the Hwy 28/63 Water Commission. As part of this work project, they are proposing a Residual Water Discharge Study (\$82,600 - \$101,600)- which has been approved by Alberta Transportation - to determine if it will be possible to discharge the residual water directly to a stream rather than through the lagoon. It also included a small increase (\$17,813) to the originally proposed estimate for the Water Treatment Plant due to the halting and re-starting of the project.

Recommendation

That Council approved the revised work program submitted by Urban Systems with the scope changes required for the Residual Water Discharge Study up to \$101,600 and the increase required due to the stopping and re-starting of the project in the amount of \$17,813.

Additional Information

Originated By : skitz



VIA EMAIL

May 25, 2012

File: 3144.0003.02

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 NO. 19 – ASHMONT WATER TREATMENT PLANT – UPDATED WORK PROGRAM AND SCOPE CHANGES

Thank you for the opportunity to present the following updated work program and scope changes for the County of St. Paul No. 19 (County) Ashmont Water Treatment Plant project. The purpose of this letter is to confirm the project direction and to provide the supporting work programs and budget changes to meet the new project scope.

A short summary of the project direction is as follows:

1. Urban completed and submitted the Ashmont WTP (conceptual design) and Ashmont/Lottie Lake Transmission Main (preliminary design) Final Report in October 2011.
2. The County approved Urban's October 20, 2011 Ashmont Water Treatment Plant and transmission line detailed design work program.
3. The transmission line was designed, tendered and awarded to Beretta Pipeline Construction GP Ltd. in the amount of \$1,584,200 on March 14, 2012. We anticipate that construction will begin May 22, 2012.
4. The County approved Urban's work program for construction services submitted March 22, 2012 for an anticipated 12-week construction schedule.
5. The WTP piloting process began and was stopped by Alberta Transportation (AT) (March 9, 2012) mid-process due to new information relating to the Highway 28/63 regional water commission bringing water to Spedden. AT recommended that a capital cost comparison be completed to evaluate the option of connecting to the commission in lieu of a stand-alone WTP. Further to the capital costs, a multiple-account evaluation, including the cost of water, was completed to better understand the future costs of water to the end user. The results of which were presented to County Council on May 8, 2012 and Council decided to pursue a stand-alone WTP in Ashmont as their preferred option.

Attention: Sheila Kitz
File: 3144.0003.02
Date: May 25, 2012
Page 2

6. The County approached AT regarding the opportunity to fund a study (and subsequent infrastructure) to allow the WTP residual water to be directly discharged to the unnamed creek upstream of Batty Lake. We understand that AT has approved this process.

At this time, the current project direction is to:

1. Explore the feasibility to allow a direct residual water discharge to the unnamed creek/Batty Lake.
2. Restart the water treatment plant piloting.
3. Restart the preliminary and detailed design of the WTP.
4. Tender and award the WTP design.
5. Submit a construction services work program for the WTP.
6. Pending outcome of #1 – complete the detailed design/tender/construction services for the residual water line.

Given the project changes above, we have updated our work programs to reflect the scope of work required to complete the project objectives. We have also included scope change requests for work completed to date but not captured in either our original work program or the work programs moving forward. We appreciate your consideration of the following:

1.0 DESCRIPTION OF WORK

1.1 Approved and Completed Scope Changes

a. *Ashmont Water Supply Re-Evaluation (Thurber) - \$5,553.03 (+ GST)*

During the Ashmont water supply re-evaluation, Thurber required addition scope to remove the observation well pump and install a telemetry data logger to measure the effects of the well pump tests. This work was discussed with Mr. Bryan Bespalko at the time of work (December 2011) and provided the information needed to assess the supply capacity of the existing well.

b. *Survey (United Geospatial) - \$10,206 (+GST) **

Additional topographical survey was completed for the following:

1. A second potential WTP site (near the future fire station),
2. Topographic survey of water line alignments to/from the 2nd potential site,

Attention: Sheila Kitz
File: 3144.0003.02
Date: May 25, 2012
Page 3



3. Topographic survey of the potential residual water line alignment from the selected Ashmont WTP site as well as the second potential site to the lagoons.

This work was completed as the site selection was not completed at the time of the survey and in an effort to gain efficiencies with the existing survey crew onsite. There is value to the County for both the future firehall construction and for the potential residual discharge line should it prove to be a feasible option.

* Note: \$10,000 from the original WTP budget has been removed as the survey component it covered has already been completed.

c. Urban Systems - \$20,973.60 (+GST)

1. Bird Nest Survey – Urban Systems coordinated and completed a bird nest survey for the original tree clearing along the project corridor.
2. UV disinfection for viruses – Urban Systems worked with Alberta Environment to establish and confirm an acceptable approach for UV disinfection of viruses. This work was completed in order to potentially reduce the capital and life cycle costs associated with a smaller UV reactor.
3. Multiple account evaluation of the potential connection to the Highway 28/63 commission. This work included meetings with the commission, a review of the commission's business case, evaluating the cost of water, summarizing the multiple accounts, and presentation to Council.

1.2 Updated Work Program(s)

a. Residual Water Discharge Study (Urban) – \$82,600 (+GST) [\$101,600 if potential work included]

A more detailed scope of work and budget is attached for reference. Further to our original work program for this study, we have added an optional task (Lake plume modelling analysis - \$19,000) that Alberta Environment may require. Without this task, our work program is consistent with the work program submitted January 20, 2012.

b. Water Treatment Plant (Urban and Specialist Consultants) - \$391,716 (+GST)

A detailed task and fee breakdown is attached for reference. The table below illustrates the difference between the original WTP fee estimate, what has been

Attention: Sheila Kitz
File: 3144.0003.02
Date: May 25, 2012
Page 4



invoiced/completed to date, and the current proposed fee estimate to complete the detailed design, tendering, and award of the WTP.

Fee Summary	WTP
Original Fee Estimate	\$ 420,362.00
Fees Invoiced to Date	\$ 46,458.70
Revised Fee Estimate to Complete	\$ 391,716.00
Difference for Re-start/Scope Change Costs	\$ 17,812.70

In addition to the fee changes, we have attached a revised schedule for your consideration.

If you have any questions regarding the proposed scope changes, revised work programs, schedule or process moving forward, please do not hesitate to contact me at 780-430-4041.

Sincerely,

URBAN SYSTEMS LTD.

A handwritten signature in blue ink, appearing to read "Matthew Brassard", followed by a long horizontal flourish.

Matthew Brassard, P.Eng
Principal

/mb

U:\Projects_EDM\3144\0003\02\A-Administration\2012-05-25-restart scope change.docx



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

Issue Summary Report

7.12 MALLAIG WATER TREATMENT PLAN PUMP REPLACEMENT #20120607003

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

The pump at the Mallaig Water Treatment Plant needs to be replaced and it will cost approximately \$20,000. The quote is attached.

This capital cost was not included in the Budget, therefore we require a motion to approve this purchase.

Recommendation

Motion to approve the purchase of a pump for the Mallaig Water Treatment Plant for approximately \$20,000 from Industrial Pump Corp.

Additional Information

Originated By : pcorbiere

Industrial Pump Corp.

Date: April 2, 2012 **Contacts:** Frank Alsfeld Zoran Bobic

Quotation C0080

Phone: 780-436-3110 Fax: 780-436-3115

Email: indpumpc@telus.net

Attention: Danny Weinmeir

County of St. Paul No. 19

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

Phone: 780-645-3006

Fax: 780-645-1800

Email: dweinmeier@county.stpaul.ab.ca

Ashmont Water Treatment Plant

Danny, we are pleased to offer you the following quotation for a new electric motor:

5 H/P 1800 RPM, 230Volts/ 60Hz,Single phase, Frame 254TP WD1

Price \$5,478.00 + GST

7 to 8 weeks delivery

Quote is valid for 30 days

Appendix 1 for 7.12: Quote for Pump

Industrial Pump Corp.

Date: April 2, 2012 **Contacts:** Frank Alsfeld Zoran Bobic

Quotation C0080

Phone: 780-436-3110 Fax: 780-436-3115

Email: indpumpc@telus.net

Attention: Danny Weinmeir

County of St. Paul No. 19

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

Phone: 780-645-3006

Fax: 780-645-1800

Email: dweinmeier@county.stpaul.ab.ca

Inspection of Spare Turbine Pump Brought Back from Ashmont Water Treatment Plant.

Mechanical Labour

- Dismantle, inspect, remove any build up of residue, etc inside pump
- Assemble, Test & Paint
- Remove dried up packing from stuffing box & replace with new packing

Amount \$680.00

Machine Shop Labour

- Fabricate motor shaft to accommodate new motor
- Check all existing shafts for straight in lathe and if necessary straighten

Amount \$570.00

Sandblast piping, discharge head and powder coat

Amount \$1,600.00

Materials include:

2' 3/8" packing \$82.00

3' 1" 416 stainless shafting x 3' long \$96.00

Shop supplies \$35.00

Total Cost \$3,063.00

GST Extra.

Quote is valid for 30 days.

Appendix 1 for 7.12: Quote for Pump

Industrial Pump Corp.

Date: April 2, 2012 **Contacts:** Frank Alsfeld Zoran Bobic

Quotation C0080

Phone: 780-436-3110 Fax: 780-436-3115

Email: indpumpc@telus.net

Attention: Danny Weinmeir

County of St. Paul No. 19

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

Phone: 780-645-3006

Fax: 780-645-1800

Email: dweinmeier@county.stpaul.ab.ca

Description:

Service Call P-500 Pump/Motor Install

- Travel from Edmonton to Ashmont
2 men Return Trip
Amount \$680.00
- Service truck surcharge 440 km return trip @ \$.75 per km fuel included
Amount \$499.00

Mechanical Labour on Site

- Pull existing pump & motor
- Install new motor with rebuilt pump
- Test Run

Amount \$2,040.00

Parts would include bolts, gaskets, 4" Victaulic coupling and new seal

Amount \$250.00

Total Amount \$3,469.00

GST Extra



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

Issue Summary Report

7.13 RESOURCE ROAD PROGRAM TENDER AWARD

#20120531007

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

Following the tender opening on May 15, 2012 for the Resource Road Program which will see upgrades to the Northern Valley Road from Hwy 41 to RR 61; RR 64 from TWP 560 south 0.85 km; and Lindbergh Heavy Oil Plant Access Road (TWP 572) from the Murphy Road West 0.80 km. Council requested and has received approval from Alberta Transportation to award the tender to the low bid of E Construction for the amount of \$4,942,527.42. We are looking for a resolution to ratify the award of this contract to E Construction.

Recommendation

That Council award the tender for the Resource Road Project described above to E Construction for the amount of \$4,942,527.42.

Additional Information

Originated By : skitz



County of St. Paul No. 19

May 22, 2012

Mr. Michael Botros, P.Eng.
Regional Director
Alberta Transportation
North Central Region
Box 4596
4513 – 62 Avenue
Barrhead, AB T7N 1A5

Dear Mr. Botros:

Re: RESOURCE ROAD PROGRAM – Approval to Award Contract

Part A: Northern Valley Road (Twp Rd 560) – from Hwy 41 to Rge Rd 61

Part B: Range Road 64 – Twp Rd 560 South 0.85 km

Part C: Lindbergh Heavy Oil Plant Access Road (Twp Rd 572) – Murphy Road West 0.80 km
Granular Base Course, Asphalt Concrete Pavement and Other Work

On behalf of the County of St. Paul No. 19 (County), approval is requested to award the Contract to E Construction Ltd., who submitted the lowest bid at the tender opening of May 15, 2012. The summary of the tender results is provided in the tender award letter attached.

Once your approval is received, the County will formally award the Contract to E Construction Ltd. and all Contract documents will be prepared for execution.

As per our discussion at the Spring AAMDC Conference, the County respectfully requests that Alberta Transportation consider that any amount under the maximum \$3,000,000 approved for this resource road project be allocated to the re-grading of the Northern Valley Road (TWP 560) that will be undertaken by the County starting in July 2012.

If you have any questions or require additional information, please contact Leo deMoissac at (780) 645-3006 or myself at (780) 645-3301 ext 208.

Sincerely,

Sheila Kitz, CLGM
Chief Administrative Officer

Encl.: Tender Award Letter

CC: Gabe Rohr, AMEC Environment & Infrastructure



16 May 2012

File: Tender Award (ET110008/110009)

Mr. Leo Demoissac
Superintendent of Public Works
County of St. Paul No. 19
5015 – 49 Avenue
St. Paul, Alberta T0A 3A4

Dear Mr. Demoissac,

RE: Tender Award
Northern Valley Rd (Twp Rd 560), Rge Rd 64 and Lindbergh Heavy Oil Plant
Access Rd (Twp Rd 572)
GBC, ACP and Other Work
County of St. Paul No. 19

Sealed tenders received were opened in public at 11:01 a.m. on May 15, 2012 at County of St. Paul No. 19 office, St. Paul, Alberta.

Enclosed is a complete summary of all tenders received on the project. A total of 7 tenders were received. The lowest tender was submitted by *E Construction Ltd.* with a bid of \$4,942,527.42 which includes 35 days for site occupancy at \$52,500.00. The tendered amount minus the site occupancy is \$4,890,027.42. All necessary documentation has been provided with the tender. The estimated cost for construction of this project prior to tendering was \$5,848,000.00.

The low bid submitted by E Construction Ltd. meets all requirements of the tender.

CONSTRUCTION COSTS

Construction	\$4,890,027.42
Contingency	\$489,002.74
Potential Bonus	\$68,300.00
Construction Engineering	\$366,752.00
TOTAL	\$5,814,082.16

Upon receipt of formal approval, we will proceed to execution of the contract by the Contractor and County of St. Paul No. 19.

AMEC Environment & Infrastructure
5681 – 70th Street
Edmonton, Alberta
T6B 3P6
Tel (780) 436-2152
Fax (780) 435-8425

www.amec.com

Tender Award
Northern Valley Rd, RR 64 & Lindbergh Access Rd
County of St. Paul No. 19
16 May 2012
Page 2



We trust this information is in order. If you have any questions or require further information please contact our office.

Sincerely,

AMEC Environment & Infrastructure

A handwritten signature in black ink, appearing to read "G. Rohr", written over a horizontal line.

Gabe Rohr
Area Manager, Northern Alberta

CC: Dean Litke, Alberta Transportation
Jason Weber, Alberta Transportation

AMEC Project Number: ET110008/110009

[illegible]

Project: Northern Valley Rd (Twp Rd 560), RR 64 & Lindbergh Access Rd (Twp Rd 572)

AMEC Project No.: ET110008/110009

Owner: County of St. Paul No. 19

Lowest Bidder: E Construction Ltd.

Bidders				E Construction Ltd		Knelsen Sand & Gravel Ltd.		Lahrmann Construction Inc.		Central City Asphalt Ltd.		Border Paving Ltd.	
Bid Item	Description	Unit	Estimated Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Mobilization	lum sum	1.00	479,880.17	479,880.17	365,000.00	365,000.00	547,396.00	547,396.00	350,000.00	350,000.00	683,450.00	683,450.00
2	Site Occupancy	day	1,500.00	35.00	52,500.00	30.00	45,000.00	34.00	51,000.00	30.00	45,000.00	41.00	61,500.00
3	Subgrade Excavation	m3	400.00	12.45	4,980.00	10.00	4,000.00	28.00	11,200.00	10.00	4,000.00	15.00	6,000.00
4	Preparing Subgrade Surface (First Layer)	m2	126,820.00	1.15	145,843.00	1.80	228,276.00	1.27	161,061.40	1.20	152,184.00	1.50	190,230.00
5	Preparing Subgrade Surface (Second Layer)	m2	49,250.00	1.26	62,055.00	0.01	492.50	0.79	38,907.50	0.10	4,925.00	1.60	78,800.00
6	Granular Fill (Des 6 Cl 80)	t	930.00	12.76	11,866.80	18.00	16,740.00	28.00	26,040.00	22.00	20,460.00	25.10	23,343.00
7	Granular Base Course (Des 2 Cl 25)	t	90,200.00	15.15	1,366,530.00	18.00	1,623,600.00	22.20	2,002,440.00	23.50	2,119,700.00	23.00	2,074,600.00
8	Asphalt Concrete Pavement (EPS Mix Type M1)	t	35,540.00	77.98	2,771,409.20	85.00	3,056,440.00	74.07	2,632,447.80	80.65	2,866,301.00	71.10	2,526,994.00
9	Asphalt Mix For Others	t	500.00	60.00	30,000.00	70.00	35,000.00	68.00	34,000.00	70.00	35,000.00	65.00	32,500.00
10	Roadway Lines - Supplying Paint and Painting	km	9.85	750.00	7,387.50	825.00	8,126.25	800.00	7,880.00	1,020.00	9,850.00	1,000.00	9,850.00
11	Pavement Messages - Stop Bar	msg	3.00	100.00	300.00	110.00	330.00	200.00	600.00	200.00	600.00	165.00	495.00
12	Milled Rumble Strips for Stop Conditions	set	1.00	2,200.00	2,200.00	2,000.00	2,000.00	2,500.00	2,500.00	1,500.00	1,500.00	2,200.00	2,200.00
13	Cold Milling Asphalt Pavement	m2	60.00	45.00	2,700.00	100.00	6,000.00	20.00	1,200.00	15.00	900.00	30.00	1,800.00
14	Broad-Cast Seeding	ha	9.85	495.00	4,875.75	1,000.00	9,850.00	1,500.00	14,775.00	662.44	6,525.03	500.00	4,925.00
Total Bid Price					4,942,527.42	5,400,854.75		5,531,447.70		5,616,945.04		5,696,987.00	

Project:

Northern Valley Rd (Twp Rd 560), RR 64 & Lindbergh Access Rd (Twp Rd 572)

AMEC Project No.: ET110008/110009

Owner: County of St. Paul No. 19

Lowest Bidder: E Construction Ltd.

Bidders				Carmacks Enterprises Ltd.		Ledcor Alberta Limited	
Bid Item	Description	Unit	Estimated Quantity	Unit Price	Total Cost	Unit Price	Total Cost
1	Mobilization	lum sum	1.00	843,467.50	843,467.50	1,122,625.35	1,122,625.35
2	Site Occupancy	day	1,500.00	29.00	43,500.00	37.00	55,500.00
3	Subgrade Excavation	m3	400.00	6.50	2,600.00	21.31	8,524.00
4	Preparing Subgrade Surface (First Layer)	m2	129,820.00	0.55	69,751.00	1.84	233,348.80
5	Preparing Subgrade Surface (Second Layer)	m2	49,250.00	0.60	29,550.00	0.63	31,027.50
6	Granular Fill (Des 6 Cl 80)	t	930.00	20.50	19,065.00	33.21	30,885.30
7	Granular Base Course (Des 2 Cl 25)	t	90,200.00	23.00	2,074,600.00	22.51	2,030,402.00
8	Asphalt Concrete Pavement (EPS Mix Type M)	t	35,540.00	85.00	3,020,900.00	75.79	2,683,576.60
9	Asphalt Mix For Others	t	500.00	80.00	40,000.00	59.52	29,750.00
10	Roadway Lines - Superelev Paint and Painting	km	9.85	750.00	7,387.50	750.00	7,387.50
11	Pavement Markings - Stop Bar	msg	3.00	100.00	300.00	100.00	300.00
12	Milled Rumble Strips for Stop Conditions	set	1.00	2,500.00	2,500.00	2,000.00	2,000.00
13	Cold Milling Asphalt Pavement	m2	60.00	45.00	2,700.00	30.00	1,800.00
14	Broad-Cast Seeding	ha	9.85	575.00	5,663.75	495.00	4,875.75
Total Bid Price				6,161,984.75		6,252,012.80	



May 28, 2012

Ms. Sheila Kitz, CLGM
Chief Administrative Officer
County of St Paul No. 19
5015 - 49 Avenue
St Paul, AB T0A 3A4

Dear Ms. Kitz:

RE: TENDER AWARD - 2012 RESOURCE ROAD PROGRAM

Thank you for your May 22, 2012 correspondence, regarding the tender results for the construction proposed for Twp Road 560, Range Road 64, and Twp Road 572, as part of the counties 2012 Resource Road application.

I am pleased to advise that approval to award the contract for the above noted work is hereby provided and the contract can therefore be awarded to the low bidder: E Construction Ltd. in the amount of \$4,942,527.42.

If you have any further questions or concerns regarding this or other resource road applications, please contact Mr. Dean Litke, Infrastructure Manager in Barrhead, at (780) 305-2427.

Yours truly,

Michael Botros, P.Eng.
Regional Director

MB/JW/ehs

cc: Dean Litke
Jason Weber



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

Issue Summary Report

7.14 MURPHY ROAD PATCHING

#20120531008

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

The Public Works Superintendent informed Council at the Public Works Meeting that the Murphy Road required extensive repairs to ensure the safety of the traveling public on the roadway. The estimate for repairs from Carillion is estimated at \$130,000. Administration is looking for Council to ratify the repairs being done on the Murphy Road by Carillion.

Recommendation

That Council ratify the required patching of the Murphy Road to be done by Carillion for the estimated amount of \$130,000.

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

7.15 GRAVELLING AND SIGNAGE FOR THE ALLIED ARTS PARKING LOT #20120531009

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

Administration informed Council at the Public Works meeting on May 22, 2012 that there has been meetings with Administration and Northern Lights Library System - who owns the other half of the building that is occupied by the Allied Arts (building owned by the County and Town of Elk Point). It has been noted that the parking lot on the County/Town side needs gravel, signage for a fire lane, as well as drainage issues need to be addressed. Administration informed Council that the Town of Elk Point would spread the gravel and work on the drainage issues if the County could supply the gravel and signage. We are looking for a motion to ratify the supply of approximately 100 yards of gravel to be delivered to the Allied Arts parking lot. In addition that the County will order and install signs indicating the fire lane on the north side of the building.

Recommendation

To ratify the supply and delivery of approximately 100 yards of gravel to the Allied Arts Parking lot as well as the order and installation of signs indicating a fire lane on the North side of the building.

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

7.16 LEASE OF D7E CRAWLER TRACTOR

#20120531011

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

At the last council meeting Council made a motion to rent a D7E Crawler Tractor for 5 months to assist Public Works during the construction season. Since that time Finning has located a 2011 D7E (\$560,000) that is \$56,000 less than a new 2012 D7E (\$616,000) - they are willing to lease the unit for \$93,858.06 per year for 5 years with a residual payment of \$169,264.00 (the County can opt to buy out the lease at any time should their capital budget allow). Administration is asking Council to rescind the motion #CM20120508.1041 authorizing the rental. We are also looking for a motion to enter into a capital lease agreement with Caterpillar Financial for the lease of a D7E Crawler Tractor for a period of 5 years (or less should the County chose to pay out the lease) for an annual payment of \$93,858.06 and a residual payment of \$169,264.00.

Recommendation

That Council rescind motion #CM20120508.1041.

That Council enter into a 5 year capital lease with Caterpillar Financial with an annual payment of \$93,858.06 and a residual of \$169,264.00 - that can be paid out at any time.

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

7.17 SAND AND GRAVEL AGREEMENT

#20120606003

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

A five-year Sand and Gravel Agreement for SE 24-56-7-W4 (108.99 Acres) commencing May 23, 2012 is being presented to Council for discussion and approval.

Recommendation

Motion to approve the five year Sand and Gravel Agreement for SE 24-56-7-W4 effective May 23, 2012

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

7.18 ASB SPRAYER

#20120606009

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

Further to the discussions at the May Public Works Meeting, we require a motion from Council to approve a Liquifire Spray System for the Degelman 15 foot mower, to be used by the ASB Department.

Recommendation

Motion to approve the purchase of a Liquifire Spray System to be built into the Degelman 15 foot mower, from Agland for a price of \$17,648.

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

7.19 FIRE QUALITY MANAGEMENT PLAN - TOWN OF ST. PAUL AND COUNTY OF ST. PAUL #20120606010

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

At the May Public Works Meeting, Trevor Kotowich, Fire Chief, presented Council with an update Fire Quality Management Plan for the Town of St. Paul and the County of St. Paul.

The QMP is attached.

Recommendation

Motion to approve the Fire Quality Management Plan for the Town of St. Paul and the County of St. Paul.

Additional Information

Originated By : pcorbiere



FIRE DEPARTMENT

www.stpaulfiredepartment.com

Presentation to Council

Quality Management Plan :

A Quality Management Plan is a document in which an organization (e.g. municipality, regional services commission, corporation, agency) describes the disciplines (or parts of disciplines) and extent of safety services it intends to provide when it becomes accredited.

A Quality Management Plan consists of the following:

- details of the discipline(s) and the components of the Safety Codes Act the organization seeks to administer
- a statement committing senior management to the plan
- an organization chart outlining operational structures and reporting responsibilities
- an outline of safety policies and standards and the process for ensuring compliance, e.g., the number of inspections and at what stages, plans review (if applicable), verification of compliance, resolution of non-compliance (variances and orders)
- a strategy that ensures the ability of a safety codes officer to make decisions without undue influence from management or elected officials
- a strategy that prohibits persons from participating in design, construction or installation activities for projects for which they are involved in compliance monitoring.

We have what is referred to as a "Joint" Quality Management Plan under the Fire Discipline for both the Town and County of St. Paul. The current QMP was last revised in December of 1995. It is extremely outdated and for the most part we are in non-compliance of our very own QMP as we do not follow any of the inspection frequencies.

Appendix 1 for 7.19: Fire Quality Management Plan

I have been working the last number of months making changes to the document and bringing it up to date, and what is realistic.

You will notice in the Scope of Accreditation (Pg.1), that we will administer all parts of the Alberta Fire Code except for those requirements pertaining to the installation, alteration, and removal of storage tank systems for flammable liquids and combustible liquids regulated under the Alberta Fire Code.

A Municipality can amend its Quality Management Plan with the Safety Codes Council to remove storage tank management from its responsibility and remain accredited for other disciplines. Additionally, liability for the regulation of storage tanks within a municipality's boundaries can only attach if the municipality is responsible for those storage tanks.

This change does not remove the Fire Department's role if there is a spill or leak that might result in a fire or explosion emergency.

Next Steps:

1. Present new QMP to both Council's.
2. Each Council to pass a resolution adopting new QMP.
3. Send signed copy to Safety Codes Council for approval.

Trevor Kotowich
Fire Chief
Town/County St. Paul

**Town of St. Paul &
County of St. Paul #19**

Fire Quality Management Plan

Town of St. Paul & County of St. Paul #19

Fire Quality Management Plan

This Fire Quality Management Plan has been accepted by the Administrator of Accreditation.

Administrator of Accreditation

Date



SAFETY CODES COUNCIL

Quality Management Plan Scope and Administration

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e. Physical Evidence	1
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g. Structure Fires	1
h. Motor Vehicle Fires	1
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k. Incident Investigation Field Notes	1
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m. Release From Responsibility	1
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7. Sample Permits (SCA & non-SCA)	1
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Scope of Accreditation

Accreditation under the Safety Codes Act is the authority granted by the Minister responsible for the Act, through the Administrator of Accreditation to an organization, empowering the accredited organization to administer all or in part, the Safety Codes Act and Regulations made pursuant to the Act. The Quality Management Plan is the agreement attested to by the elected officials through a motion in council or by the senior officer of a corporation / agency that the organization will diligently and effectively meet or exceed the provisions of the Quality Management Plan.

Town of St. Paul & County of St. Paul #19 will provide services including the administration of the Safety Codes Act (SCA) and all pursuant regulations applicable to the Fire discipline, within the municipal jurisdiction as follows:

Alberta Fire Code Administration: (one is mandatory)

- ☐ All parts of the Alberta Fire Code.
- ☒ All parts of the Alberta Fire Code except for those requirements pertaining to the installation, alteration, and removal of storage tank systems for flammable liquids and combustible liquids regulated under the Alberta Fire Code (* see details in Section 7 – Service Delivery)

Fire Investigations: (mandatory)

- ☒ Cause, origin, and circumstance determination.

Fire Prevention Programs: (optional)

- ☒ Public Education.
- ☐ Fire Pre-plans (* see details in Section 7.4 – Fire Prevention Programs)
- ☐ Other (list) _____

Administration of the Town of St. Paul & County of St. Paul #19 Fire QMP

Adherence to the Fire QMP

Town of St. Paul & County of St. Paul #19 herein referred to as “The Municipality” is responsible for the administration, effectiveness, and compliance with this Quality Management Plan (QMP) including the Scope and Administration and Service Delivery Standards.

The Municipality will provide services under the Service Delivery Standards through their own staff or one or more accredited agencies. When providing services through an agency(s), the Municipality will contract with the agency(s) to provide services in accordance with the Service Delivery Standards. The Municipality is responsible for the administration of their contract with the agency and monitoring the contracted agency’s compliance with the Service Delivery Standards.

The Municipality recognizes that the Safety Codes Council (SCC) or its representative may review / audit for compliance to this QMP and will give full cooperation to the SCC or its representative in business related to the administration of the SCA including the conduct of reviews / audits. The Municipality will implement the recommendations of the reviewer / auditor.

The Municipality will encourage and maintain an atmosphere that supports objective and unbiased decisions. All Safety Codes Officers (SCOs) working in the Municipality have the ability and opportunity to make decisions relative to compliance monitoring independently, without undue influence of management, appointed or elected officials.

The Municipality, in the event that it ceases to administer the SCA for any new thing, process, or activity under the SCA, retains responsibility for services provided under the SCA while accredited, including the administration and completion of services for permits issued.

The Municipality recognizes that failure to follow this QMP may result in suspension or cancellation of the Municipality's accreditation.

Policy for Personnel Training

The Municipality will ensure that SCOs of the Municipality attend update training required by the SCC to maintain current SCO certification.

Freedoms

The Canadian Charter of Rights and Freedoms applies to all activities undertaken in the administration of this Quality Management Plan. The Freedom of Information and Protection of Privacy Act applies to all information and records relating to, created, or collected under this QMP.

Records Retention & Retrieval

The Municipality will retain files including those where an accredited agency(s) were involved, for at least three (3) years or in accordance with the Municipality's record retention policy, whichever is greater. Such files will be available at the Municipality's office. Files, where an accredited agency was involved, are the property of the Municipality and will be returned to the Municipality within a reasonable time after completion of the services, or upon request.

Declaration Of Status

The SCOs, staff, officers, and accredited agency(s), whether employed, retained or otherwise engaged by the Municipality will not participate in any safety codes administration, inspection or investigation of properties or fires where they may have pecuniary interest.

Revisions

Revisions to this QMP may only be made to the Scope and will only be made by the Chief Administrative Officer responsible for this QMP. A Resolution from the Municipal Council will be included with a revision. The SCC must approve any change in this QMP.

Annual Review

The Municipality will conduct an annual review of this QMP program in SCC non-monitored years. At the conclusion of the internal review, the executive authority for the Municipality will provide to the SCC, a letter of conformance findings including successes, area for improvement, and the methodology to achieve improvement / correction.

Revision Control System

The Municipality will ensure its SCOs have ongoing access to a copy of this QMP and that contracted accredited Agencies are provided with a copy of this QMP and any amendments.

The Municipality will maintain a registry of the SCOs and Agency(s) that have been provided with a copy of this QMP and amendments. The Municipality will immediately distribute copies of approved amendments to all registered holders of this QMP.

Appendix 1 for 7.19: Fire Quality Management Plan

Notices

Any correspondence in regards to this QMP will be forwarded to:

Ron O. Boisvert

rboisvert@town.stpaul.ab.ca

Name of Chief Administrative Officer
Town of St. Paul

E-mail address
Box 1480 St. Paul, AB. T0A 3A0

Name of Municipality
780-645-4481

Address of Municipality
780-645-5076

Phone number of Municipality

Fax number of Municipality

Municipality Agreement

In accordance with Council Resolution #
hereby provides agreement and signature to this QMP.

of **(insert date)** the **(insert name of Municipality)**

Signature of Chief Administrative Officer

Signature of Chief Elected Official

Sheila Kitz CAO

Steve Upham Reeve

Name & title of Chief Administrative Officer

Name & title of Chief Elected Official

In accordance with Council Resolution #
Hereby provides agreement and signature to this QMP.

of **(insert date)** the **(insert name of Municipality)**

Signature of Chief Administrative Officer

Signature of Chief Elected Official

Ron O. Boisvert CAO

Glenn Andersen Mayor

Name & Title

Name & Title

Service Delivery Standards

Section 1: Scope of Services

The Service Delivery Standards establishes responsibilities and minimum performance criteria to be provided by the Municipality under the Safety Codes Act (SCA).

Section 2: Performance

The Municipality will:

- Perform the services in an effective and timely manner,
- Endeavour to work co-operatively with the public, owners and/or owner's representative(s) to achieve compliance with the SCA and applicable Regulation(s),
- Perform the services with impartiality and integrity, and
- Provide services in a professional and ethical manner.

Section 3: Personnel

The Municipality will:

- Employ persons knowledgeable about the applicable codes, standards and regulations, relative to the services it provides,
- Employ Safety Codes Officers (SCOs) who are certified and designated at an appropriate level to provide compliance monitoring and investigations relative to the service levels the Municipality provides, and
- Maintain a registry of all SCOs they employ, and their level(s) of Certification, and Designation of Powers.

Section 4: Quality Management Plan Training

The Municipality will:

- Train its SCOs and other involved staff in the requirements of this Fire QMP, and
- Maintain the training records on the employee's file.

Section 5: Records

The Municipality will maintain a file system for all the records associated with performing the services including:

- Inspection Reports,
- Investigation Reports,
- Plans, specifications, and other related documents,
- Plans review reports,
- Verifications of compliance,
- Alternative Solutions / Variances,
- Orders, and
- Permits and other related correspondence.

Section 6: Safety Codes Council Operating Fees

The Municipality will collect the SCC operating fee for each permit issued under the authority of the SCA, and remit those fees to the SCC in the manner and form prescribed by the SCC.

Section 7: Service Delivery

The Municipality will provide the services identified under the Scope of Accreditation as follows:

7.1 Alberta Fire Code Administration

General

The Municipality will provide Alberta Fire Code services that include but are not limited to:

- Code advice including but not limited to:
 - New construction under the Alberta Fire Code,
 - Building upgrade programs,
 - Fire Safety Plans,
 - Storage of dangerous goods, and
 - Tire storage,
- Plans examinations including but not limited to:
 - New construction under the Alberta Fire Code,
 - Building upgrade programs,
 - Residential secondary suites, and
 - Fire Safety Plans with emphasis to addressing the risk to occupied residential buildings,
- Permit / permission issuance,
 - Fireworks purchase, possession, handling, and discharge, and
- Compliance monitoring site inspections for,
 - Construction addressed in the Alberta Fire Code,
 - Fire Safety Plan practices with emphasis to addressing the risk to occupied residential buildings,
 - Post-occupancy of facilities identified in the following Fire Code Compliance Inspection chart, and
 - Special or other activities addressed in the Alberta Fire Code or at the discretion of the Fire SCO,
- Occupant Load Certificates for,
 - Assembly occupancies, and
 - Other occupancies at the discretion of the SCO,
- Alternative Solutions / Variances issuance,
- Orders and their enforcement,
- Verification of compliance,
- No-entry advisory,
- Permit Services Report,
- Identification and follow-up of deficiencies and unsafe conditions,
- Collection and remittance of SCC fees, and
- Maintaining files and records.

The Municipality will monitor compliance to determine if the use, occupancy, sites, or work complies

Appendix 1 for 7.19: Fire Quality Management Plan

with the SCA, relevant codes and standards, permits, and conditions through a program of:

- Site inspections,
- Plans examination (when applicable),
- Permit issuance, and
- Follow-up inspections or verification of compliance (when applicable)

using appropriately certified and designated SCOs to provide compliance monitoring in accordance with the SCA and associated codes and standards.

Permits / Permissions

The Municipality will collect all information required by the SCC to be collected as part of each permit application.

Permits issued by the municipality should include:

- Name of the issuing Municipality,
- Permit number,
- Permit discipline type,
- Date of issue,
- Applicant's name, address, phone number,
- Contractor's name, address, and phone number, (if applicable)
- Certificate holders name and certificate number, (if applicable)
- Owner's name, address, and phone number,
- Project or activity location by legal description, civic address, and municipality,
- Description of the work or activity,
- Permit conditions,
- Issuer's name, signature, and designation number, and
- A Freedom of Information and Protection of Privacy Act (FOIPP) statement that meets the requirements of FOIPP as per the following example: **"The personal information provided as part of this application is collected under the Safety Codes Act and the Municipal Government Act and in accordance with the Freedom of Information and Protection of Privacy Act. The information is required and will be used for issuing permits, safety codes compliance verification and monitoring and property assessment purposes. The name of the permit holder and the nature of the permit is available to the public upon request. If you have any questions about the collection or use of the personal information provided, please contact the municipality."**

The Municipality will as appropriate, prior to permit issuance:

- Obtain two complete sets of related documents,
- Conduct a preliminary review of the documents to determine if professional involvement is required or if there are any potentially significant code compliance issues, and
- Obtain documents with the seal and signature of a registered Architect and/or Professional Engineer(s) including professional letters or schedules as may be required.

The Municipality will collect and maintain on file all documents of compliance required for the work covered under a permit / permission.

7.2 Compliance Monitoring

Compliance monitoring will consist of SCO inspections:

Appendix 1 for 7.19: Fire Quality Management Plan

- To determine if the use, occupancy, sites, or work comply with the SCA, relevant codes and standards, permits, and conditions,
- Within the time frames noted in the Fire Code Inspections charts of this QMP,
- At the stage(s) indicated in this QMP, and
- All work or occupancy(s) in place at the time of the inspection.

The Municipality may, at their discretion, extend the time frame for a required inspection(s) by documenting in the file the:

- Reason for the extension, and
- New time frame or date for conducting the inspection(s).

Fireworks

The Municipality will, prior to issuing permission:

- Respecting the purchase, possession, handling, discharge, fire or set-off; obtain from the applicant written confirmation that the person:
 - Will conduct activities in accordance with safe practices outlined in the Alberta Fire Code,
 - Is of at least 18 years of age, and
- Respecting sales, obtain from the owner of the retail business, written confirmation that the business:
 - Holds a valid municipal business license or confirmation of ownership of the business when the municipality does not require business to hold such license,
 - Employees handling fireworks for sale are of at least 18 years of age,
 - Manufacturers instructions are posted at the sales location and provided with each sale,
 - Record of each sale is retained for examination by the Fire SCO, and
 - Stores fireworks in conformance with Part 3 of the Alberta Fire Code.

Fire Code Compliance Inspections

For the purpose of ensuring compliance with the SCA, a SCO may, at the discretion of the SCO, carry out an inspection for any thing, process, or activity to which this Act applies. In addition, inspections will be conducted in accordance with the following schedule.

Activity / Project	Type of use, occupancy, sites, or work	Inspection Frequency Range
New construction	Storage Tank Systems for Flammable Liquids & Combustible Liquids	○ Refer to PTMAA
Alteration, addition, renovation, reconstruction, or removal	Storage Tank Systems for Flammable Liquids & Combustible Liquids	○ Refer to PTMAA

Appendix 1 for 7.19: Fire Quality Management Plan

Fire Safety Plan implementation and practices	All new construction, alteration, addition, renovation, reconstruction, or removal	<ul style="list-style-type: none"> ○ 1 site inspection where a risk to occupied residential building(s) has been identified
Compliance Inspections	Special Events or Sites	<ul style="list-style-type: none"> ○ On request or complaint ○
	Group A, Division 1 Assembly	<ul style="list-style-type: none"> ○ On request or complaint ○
	Group A, Division 2 Assembly	<ul style="list-style-type: none"> ○ On request or complaint ○
	Group A, Division 3 Assembly	<ul style="list-style-type: none"> ○ On request or complaint ○
	Group A, Division 4 Assembly	<ul style="list-style-type: none"> ○ On request or complaint ○
	Group B, Division 1 Care or Detention	<ul style="list-style-type: none"> ○ On request or complaint ○
	Group B, Division 2 Care or Detention	<ul style="list-style-type: none"> ○ On request or complaint ○
	Group C Residential – 1 to 5 family	<ul style="list-style-type: none"> ○ On request or complaint ○
	Group C Residential – 5 to 12 family	<ul style="list-style-type: none"> ○ On request or complaint ○
	Group C Residential – 12 to 25 family	<ul style="list-style-type: none"> ○ On request or complaint ○

Appendix 1 for 7.19: Fire Quality Management Plan

	Group C Residential – 25 and more family	<input type="radio"/> On request or complaint <input type="radio"/>
	Group D	<input type="radio"/> On request or complaint <input type="radio"/>
	Group E	<input type="radio"/> On request or complaint <input type="radio"/>
	Group F, Division 1	<input type="radio"/> On request or complaint <input type="radio"/>
	Group F, Division 2	<input type="radio"/> On request or complaint <input type="radio"/>
	Group F, Division 3	<input type="radio"/> On request or complaint <input type="radio"/>

“On request or complaint” means the process as defined by municipal operational policy.

Inspection Reports:

A SCO will, for each inspection required by this Fire QMP, complete an inspection report noting:

- Permit number and file number (if applicable),
- Discipline,
- Municipality name,
- Date,
- Owner name, address, phone number and email,
- Occupant name, address, phone number and email,
- Contractor name, address, phone number, and email, (if applicable),
- Legal description, address (if applicable), and municipality,
- Stage(s) of work being inspected (if applicable),
- A description of the work in place at the time of inspection (if applicable),
- All observed deficiencies (any condition where the work is incomplete, or does not comply with the SCA or an associated code or regulation and in the opinion of the SCO is not an unsafe condition),
- All observed unsafe conditions (any condition that, in the opinion of a SCO, could result in property loss, injury, or death, and is not a situation of imminent serious danger),

Appendix 1 for 7.19: Fire Quality Management Plan

- All observed situations of imminent serious danger and the action taken by the SCO to remove or reduce the danger, and
- Name, signature, and designation number of the SCO conducting the inspection.

The Municipality will, for each required inspection provide copy:

- Of Inspection Reports of code or standards violations to the owner / occupant,
- Of Inspection Reports of no code or standards violations to the owner / occupant upon request,
- To the Municipality's file, and
- Of follow-up on noted deficiencies or unsafe conditions through re-inspection(s), or at the discretion of the SCO verification of compliance may be accepted as follow-up.

Verification of Compliance

SCOs may, at their discretion, accept a verification of compliance (reasonable assurance provided from a third party that work or occupancy complies):

- As follow-up to deficiencies or unsafe conditions noted on a site inspection, or
- In lieu of a site inspection (e.g. minor corrections of non-life safety issues).

A SCO, when accepting a verification of compliance, will document the information to the file including:

- Identification of the document as a verification of compliance,
- Permit or file number and discipline,
- Name and title of the person who provided the verification of compliance and how it was provided (i.e. written assurance, verbal assurance, site visit by designate, etc.),
- Date accepted by the SCO, and
- Signature and designation number of the SCO.

No- Entry Policy

- When a SCO is unable to gain entry to a site for a required inspection, the SCO will leave notification on-site in a visible location, or forward notification to the Owner or permit applicant, advising of the inspection attempt and requesting that the Municipality be contacted to arrange for the site inspection.
- If the Municipality does not receive a response within 30 days of notification, the Municipality will mail the owner or permit applicant, a second notification requesting the Municipality be contacted within 30 days to arrange for a site inspection.
- If the Municipality is not contacted within 30 days of the second notification, the inspection stage may be considered a "no entry" and counted as the required interim or final inspection.

Permit Services Report

The Municipality will issue a Permit Services Report:

- Within 30 days of completing the compliance monitoring services as required in this QMP (completion of compliance monitoring services means; after the final or only required inspection, after acceptance of a verification of compliance in lieu of an inspection when permitted, or after compliance with the no-entry policy with respect to the final or only required inspection),
- To the Owner (the Owner, for the purposes of this QMP means, in order of preference; the Owner of the project at the time the permit was purchased, at the time the compliance monitoring services were provided, or at the time the Permit Services Report was issued).

The Municipality will not issue a Permit Services Report or close a file if there is an unsafe condition, until such time as the unsafe condition is corrected.

The Municipality will, for administrative purposes, consider the file closed when the Permit Services Report is issued, however;

- Will reactivate the file if any further activity related to the permit is initiated within 30 days, and
May reactivate the file at any time.

Orders

Will be issued and served in accordance with the SCA, the Administrative Items Regulation, and SCC policy. Orders will be in the format as provided on the SCC web site: www.safetycodes.ab.ca. Upon compliance with an Order, a notice of compliance will be provided to the person(s) to whom the Order was served and to the Administrator.

Alternative Solutions / Variances

Will be issued in accordance with the SCA and SCC policy. An alternative solution / variance will be in the format directed by the SCC (available on the SCC web site: www.safetycodes.ab.ca).

An SCO may issue an alternative solution / variance from the Alberta Fire Code or referenced standard if the Safety Code Officer is of the opinion that the alternative solution / variance provides approximately equivalent or greater safety performance than that prescribed by the Code or standard.

A request for alternative solution / variance must be made in writing and include support documentation. A SCO will only make a decision respecting an alternative solution / variance after having thoroughly researched the subject matter.

A copy of an alternative solution / variance issued will be provided to the:

- Owner,
- Contractor if applicable,
- Safety Codes Council, and
- The Municipality's file.

7.3 Fire Investigations

Investigations will be conducted by a Fire SCO to determine the cause, origin, and circumstance of every fire in which a person dies or suffers injury that requires professional medical attention or in which property is damaged or destroyed. The results of each investigation will be reported to the Fire Commissioner in accordance with the Administrative Items Regulation. A Fire SCO may arrange for any additional municipal, law enforcement, agency, or other resources as required to assist in an investigation including representatives from the Fire Commissioner's Office. In the event of a fire resulting in a death or where arson is suspected, the investigation will include immediate notification to the Alberta Fire Commissioner's Office.

Fire Investigations will include the following information:

- File number,
- Location of fire,
- Date of fire,
- Date of investigation,
- Building / property use,
- Cause of fire,
- Origin of fire,
- Value of loss,
- Name and designation number of SCO conducting the investigation,
- Comments, and
- Date of completion/sign off.

7.4 Fire Prevention Programs

Fire prevention programs will include but are not limited to public awareness and consultative services orientated to assisting one or more of the following:

- Individuals,
 - Business, and
 - Industry
- in understanding and providing effective fire safety plans.

The Municipality will support and provide one or more but is not limited to the following educational programs annually:

- School curriculum,
- Minority focused programs,
- Seniors programs,
- Community education, and
- Other programs such as but not limited to:
 - Risk Watch (an injury prevention program),
 - Getting to Know Fire (fire educator lesson plans),
 - Seniors Fire Safety Programs,
 - Juvenile Firesetter Intervention Program,
 - Fire Smart, and
 - Shelter-in-place.

APPENDIX

List Of Administrative Forms Available On The Safety Codes Council Web Site:
www.safetycodes.ab.ca

- 1. Order**
- 2. Alternative Solution / Variance**
- 3. Request for Alternative Solution / Specific Variance**
- 4. Model Fire Safety Plan**
- 5. Fire Investigation Reports (samples)**
 - a. Voluntary Consent to Search and/or Seizure**
 - b. To Obtain a Warrant to Enter a Private Dwelling Place to Conduct a Fire Investigation**
 - c. Casualties**
 - d. Witness Statement**
 - e. Physical Evidence**
 - f. Sketches**
 - g. Structure Fires**
 - h. Motor Vehicle Fires**
 - i. Wildland Fires**
 - j. All Fires**
 - k. Incident Investigation Field Notes**
 - l. Insurance Information**
 - m. Release From Responsibility**
 - n. Records / Documents**
- 6. Application for Designation of Powers**
- 7. Sample Permits (SCA & non-SCA)**
- 8. Sample Permission forms**



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

Issue Summary Report

7.20 ST. PAUL & DISTRICT AMBULANCE SOCIETY

#20120606011

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

The St. Paul & District Ambulance Society met to review their bylaws amending the structure of the board. They will be filing new bylaws, a copy of which is attached. Under the new bylaws, an additional member of Council is required as well as a member at large. Appointments to this society will only be effective once the amended bylaw is approved by Corporate Registries as per the Societies Act.

Recommendation

Motion to appoint one additional Councillor to the Ambulance Society to become effective when the new bylaws are registered.

Motion to appoint one member at large to the Ambulance Society to be effective when the new bylaws are registered.

Additional Information

Originated By : pcorbiere

BYLAWS OF

ST. PAUL & DISTRICT AMBULANCE SERVICE SOCIETY

ARTICLE 1

MEMBERSHIP

- 1.01 The members of the society shall be the subscribers of the application and bylaws and such other persons as are admitted as members of the society.
- 1.02 There shall be two classes of membership in the society, namely, ordinary membership and honorary membership:
 - (a) Ordinary members shall consist of the following:
 - (i) Four members of the municipal council of the County of St. Paul appointed by the said council;
 - (ii) One person residing within the boundaries of the County of St. Paul or members of the municipal council of the County of St. Paul appointed by the said council.
 - (b) Any other persons residing within the County of St. Paul or the Town of St. Paul and being of the full age of eighteen years may become honorary members upon approval by the Board of Directors of the society.
- 1.03 The ordinary members shall be entitled to one vote per member at all meetings of members of the society. The honorary members shall not be entitled to vote at, but shall be entitled to notice of meetings of the members of the society.
- 1.04 Membership fees, if any, in the society shall be determined from time to time by the members at a general meeting.

ARTICLE II

WITHDRAWAL FROM MEMBERSHIP

- 2.01 Any member wishing to withdraw from membership may do so upon a notice in writing to the Board of Directors through its Secretary-Treasurer and on receipt of the Board of Directors of such notice the member shall cease to be a member.
- 2.02 Any member shall cease to be a member if he is no longer a resident of the Town of St. Paul or the County of St. Paul.

- 2.03 If any member is in arrears for fees or assessments for any year, such member shall be automatically suspended at the expiration of six months from the end of such year and shall thereafter be entitled to no membership privileges or powers in the society until reinstated.
- 2.04 Any member upon a majority vote of all members of the society in good standing may be expelled from membership for any cause which the society may deem reasonable.
- 2.05 An ordinary member appointed in accordance with Article 1.02 shall cease to be a member upon the revocation of his appointment by the council by which he was appointed or upon his ceasing to be a member of the municipal council of the County of St. Paul or a person residing within the boundaries of the County of St. Paul, in which case such withdrawal from membership shall be effective upon the appointment of a replacement by the municipal council in question.

ARTICLE III

DISTRIBUTION OF PROPERTY OF SOCIETY

- 3.01 Upon the dissolution of the society, all assets of the society shall be transferred to the County of St. Paul which shall assume payment of all debts and liabilities. Alternatively, at the option of the County of St. Paul, the assets and liabilities may be transferred to such charitable organization or other organization as they may deem suitable for the purpose of providing ambulance services to the residents of the Town of St. Paul and the County of St. Paul.

ARTICLE IV

MEETINGS

- 4.01 The society shall hold an annual meeting or before January 31st in each year, of which notice in writing to the last known address of each member shall be delivered by email seven days prior to the date of the meeting.
- 4.02 At this meeting there shall be elected from amongst the ordinary members a Board of Directors consisting of chairman, vice-chairman and three directors who shall serve until their successors are elected and installed. Any vacancy occurring during the year shall be filled at the next meeting following the appointment of replacement members by the County of St. Paul, as the case may be. Any ordinary member in good standing shall be eligible to any office in the society.

- 4.03 General meetings of the society may be called at any time by the Secretary-Treasurer upon the instructions of the Chairman or board by notice in writing to the last known address of each member, delivered by mail seven days prior to the date of such meeting. A special meeting shall be called by the Chairman or Secretary-Treasurer upon receipt by him of a petition signed by two ordinary members in good standing, setting forth the reasons for calling such meeting, which shall be by letter to the last known address of each member, delivered by mail seven days prior to the date of the meeting.
- 4.04 Three ordinary members in good standing, present in person, shall constitute a quorum at any meeting.
- 4.05 Any meetings of the society or of the directors may be adjourned at any time and from time to time and such business may be transacted at such adjourned meeting as might have been transacted at the original meeting from which such adjournment took place. No notice shall be required of any such adjournment. Such adjournment may be made notwithstanding that no quorum is present.

ARTICLE V

VOTING

- 5.01 Any ordinary member who has not withdrawn from membership nor has been suspended not expelled as herein provided shall have the right to vote at any meeting of the society. Such votes must be made in person and not by proxy or otherwise.

ARTICLE VI

BOARD OF DIRECTORS

- 6.01 The board of directors, executive committee or board, shall mean the Board of Directors of the society.
- 6.02 The board shall, subject to the bylaws, have full control and management of the affairs of the society.
- 6.03 Meetings of the board shall be held as often as may be required, but at least once every three months, and shall be called by the Chairman or by the Secretary-Treasurer. A special meeting may be called on the instructions of any two directors thereof provided they request the Chairman in writing to call such meeting and state the business to be brought before the meeting.

- 6.04 Meetings of the board shall be called by seven days' notice in writing mailed to each member or by three days' notice by telephone or fax.
- 6.05 Any three members shall constitute a quorum, and meetings shall be held without notice of a quorum if the board is present, provided, however, that any business transactions of such meeting shall be ratified at the next regularly called meeting of the board; otherwise they shall be null and void.
- 6.06 Any director or officer upon a majority vote of all members in good standing may be removed from office for any cause which the society may deem reasonable.
- 6.07 A resolution in writing signed by all of the directors personally shall be valid and effectual as if it had been passed at a meeting of directors duly called and constituted.

ARTICLE VII

OFFICERS

- 7.01 Chairman – The Chairman shall, when present, preside at all meetings of the members of the society and of the Board of Directors. The chairman shall be ex officio a member of all committees.
- 7.02 Vice-Chairman – The Vice-Chairman shall perform all duties of, and be subject to the same rules as the Chairman, whenever the Chairman shall cease to hold office for any reason or be prevented from attending to his duties, and shall preside at all meetings of the society or the Board of Directors in the absence of or upon the request of the Chairman.
- 7.03 Secretary – The Secretary is to attend all meetings of the society and of the board and to keep active minutes of the same. He shall have charge of the seal of the society which seal, whenever used, shall be authenticated by the signature of the Secretary and the Chairman, or in the case of the death or inability to act, by the Vice-Chairman. In case of the absence of the Secretary, his duty shall be discharged by such officer as may be appointed by the board. The Secretary shall have charge of all the correspondence of the society and be under the direction of the Chairman and the board.
- 7.04 Treasurer – The Treasurer shall receive all monies paid to the society and shall be responsible for the deposit of same in whatever Bank, Trust Company, Credit Union or Treasury Branch the board may order. He shall properly account for the funds of the society and keep such books as may be directed. He shall present a full detailed account of receipts and disbursements to the board whenever requested and shall prepare for submission to the annual meeting a statement duly audited as hereinafter set forth of

the financial position of the society and submit a copy of same to the Secretary for the records of the society. The office of the Secretary and Treasurer may be filled by one person if any annual meeting for the election of officers shall so decide.

- 7.04 The office of the Secretary and the Treasurer may be filled by one person if the Board of Directors shall so decide.
- 7.05 The duties of all officers of the society shall be such as the terms of their engagement call for, or the Board of Directors requires of them.

ARTICLE XIII

MANAGER OF EXECUTIVE DIRECTORS

- 8.01 The Board of Directors may from time to time appoint a manager or an executive director and may delegate to him/her full authority to manage and direct the business and affairs of the society, except such matters and duties as by law must be transacted or performed by the Board of Directors or by the members in a general meeting, and to employ and discharge agents and employees of the society, or may delegate to him/her any less power. Such manager or executive director shall conform to all lawful orders given to him/her by the Board of Directors of the society and shall at all reasonable times give to the directors or any of them all information they may require regarding the affairs of the society.

ARTICLE IX

REMUNERATION

- 9.01 The remuneration to be paid to the directors, officers and employees of the society shall be such amounts as the Board of Directors may from time to time determine.

ARTICLE X

BORROWING POWERS

- 10.01 For the purpose of carrying out its objects, the society may borrow or raise or secure the payment of money in such manner as it thinks fit, and, in particular, by the issue of debentures, but this power shall be exercised only under the authority of the society and in no case shall debentures be issued without the sanction of a special resolution of the society.

ARTICLE XI

AUDIT OF ACCOUNTS

- 11.01 The books, accounts and records of the Secretary and Treasurer shall be audited at least once each year a duly qualified accountant or by two members of the society elected for

that purpose at the annual meeting. A complete and proper statement of the standing of the books for the previous year shall be submitted by such auditor at the annual meeting of the society. The fiscal year of the society shall be from January 1st through December 31st.

- 11.02 The books and records of the society may be inspected by any member of the society at the annual meeting provided for herein or at any time upon giving reasonable notice and arranging a time satisfactory to the officer or officers having charge of same. Each member of the board shall at all times have access to such books and records.

ARTICLE XII

MAKING, ALTERING AND RESCINDING BYLAWS

- 12.01 The bylaws may be rescinded, altered or added to by a special resolution.

DATED this _____ day of _____, 20__

SIGNED, SEALED & DELIVERED

IN THE PRESENCE OF:

WITNESS

CLIFF MARTIN

WITNESS

STEVE UPHAM

WITNESS

ALPHONSE CORBIERE



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

Issue Summary Report

7.21 ROAD CANCELLATIONS

#20120607004

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

Listed below are some of the road cancellations that were presented to Council on May 22nd. This is the beginning of the process to cancel road plans that are no longer being used for public travel or do not exist.

Section 24 of the M.G.A. allows Council to close and cancel any part of a road described in a surveyed road plan if it is no longer required for use by the travelling public owing to the existence of an alternate route.

Resolutions and Maps for each road cancellation are attached. We require a separate motion to cancel each Road Plan.

Recommendation

Motion to cancel:

1. Road Plan 2234ET in SE, SW 25-60-11-W4
2. Road Plan 4308CL in NE 28-60-11-W4; NW 27-60-11-W4
3. Road Plan 3562EO in SW 26-60-10-W4
4. Road Plan 1019EO in NW 23-59-10-W4
5. Road Plan 847KS in NW, NE 9-59-11-W4
6. Road Plan 3822KS in SE 20-59-9-W4; SW 21-59-9-W4
7. Road Plan 7072KS in NE 12-62-12-W4; NW, NE 7-62-11-W4
8. Road Plan 5055ET in NW, SW 33-59-10-W4

Additional Information

Originated By : pcorbiere



County of St. Paul No. 19

JUNE 12, 2012

A Resolution of the County of St. Paul No. 19 for the purpose of closing to public travel and cancelling a portion of a public highway in accordance with Section 24 of the Municipal Government Act, Chapter M26.1, Revised Statutes of Alberta 2000, as amended.

WHEREAS, the lands hereafter described are no longer required for public travel.

THEREFORE, be it resolved that the Council of the County of St. Paul No. 19 does hereby close the following described roads, subject to rights of access granted by other legislation or regulations.

The following Road Plan affecting the following quarter sections:

***Road Plan 2234ET in SE, SW 25-60-11-W4
Excepting thereout all mines and minerals***

Cancelled portions to be consolidated with respective titles.

CHIEF ADMINISTRATIVE OFFICER

REEVE

APPROVED THE _____ DAY OF _____ 2012.

MINISTER OF TRANSPORTATION

Approval valid for _____ months

י.ח.

C.B. Atkins. A.L.S. 1935 Scale 6chs = 1 inch.

Note: Distances in Blue are calculated

Rds: 11205

I certify that the within instrument is duly Entered and Registered in the Land Titles Office for the North Alberta Land Registration District at Edmonton, in the Province of Alberta at 2 20 o'clock, P.M. on the 29th day of June, A.D. 1937, Book 57, Page 2234.

n.c. Lyster
 Registrar
 B. A. B. D.

S.E. 1/4 SEC. 25-60-11-4.
Area Rq'd for Road = 0.03 ac.

S.W. 1/4 SEC. 25-60-11-4
Area Req'd. for Road = 2.66 ac.

N.W. 1/4 SEC. 29-60-11-4.
Area Req'd for Road = 0.36 ac.

I.C.B. Atkins of the City of Edmonton

August 15th 17th.

City of
Edmonton

30.

E. B. Atkins

APPROVED

Director of Surveys

Ex'd 23-3-36
K.C.

Ashmont 605

PLAN 2234ET



County of St. Paul No. 19

JUNE 12, 2012

A Resolution of the County of St. Paul No. 19 for the purpose of closing to public travel and cancelling a portion of a public highway in accordance with Section 24 of the Municipal Government Act, Chapter M26.1, Revised Statutes of Alberta 2000, as amended.

WHEREAS, the lands hereafter described are no longer required for public travel.

THEREFORE, be it resolved that the Council of the County of St. Paul No. 19 does hereby close the following described roads, subject to rights of access granted by other legislation or regulations.

The following Road Plan affecting the following quarter sections:

***Road Plan 4308CL in NE 28-60-11-W4; NW 27-60-11-W4
Excepting thereout all mines and minerals***

Cancelled portions to be consolidated with respective titles.

CHIEF ADMINISTRATIVE OFFICER

REEVE

APPROVED THE _____ DAY OF _____ 2012.

MINISTER OF TRANSPORTATION

Approval valid for _____ months

Approved
M. B. [Signature]
Director of Surveys
Ed.
27 7. 22
RM

NOTE: All distances shown in blue are computed.

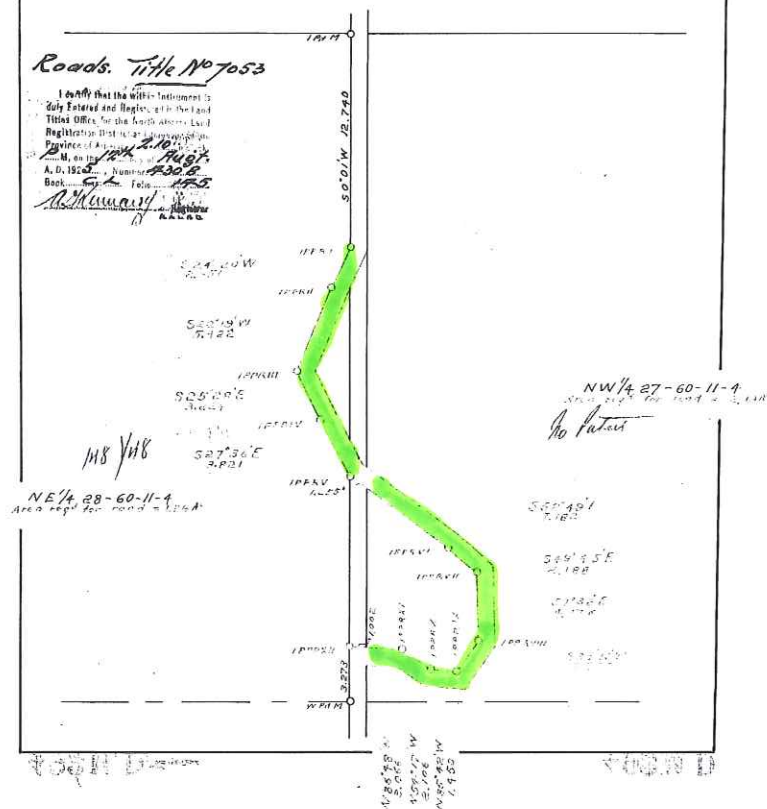
1 Marshall writes Hopkins of the Village of St Paul de Heili in the Province
of Alberta: "After land surveyors make each map they say
that the survey represented by this plan has been made by me in accordance
with the provisions of the Act relating to the Survey of the Lands of the
Province of Alberta referred to between the dates of July 4th and July 6th
A.D. 1901 and that my plan is correct and true and is prepared in accordance
with the provisions of the said Act."
Swear before me at the
Village of St Paul de Heili in the
Province of Alberta
this 17th day of June, 1902

Mrs. Hopkins
Alberta Land Surveyor.

Grasshopper
A Commissioner for Oaths.

I hereby certify that the survey represented by this plan has been made according to the provisions of the Council of the Municipal District of Ashmont No 608 under the provisions of the Municipal District Act.

G. S. Goodrich
Secretary-Treasurer.



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County of St. Paul No. 19

JUNE 12, 2012

A Resolution of the County of St. Paul No. 19 for the purpose of closing to public travel and cancelling a portion of a public highway in accordance with Section 24 of the Municipal Government Act, Chapter M26.1, Revised Statutes of Alberta 2000, as amended.

WHEREAS, the lands hereafter described are no longer required for public travel.

THEREFORE, be it resolved that the Council of the County of St. Paul No. 19 does hereby close the following described roads, subject to rights of access granted by other legislation or regulations.

The following Road Plan affecting the following quarter section:

***Road Plan 3562EO in the SW 26-60-10-W4
Excepting thereout all mines and minerals***

Cancelled portions to be consolidated with respective titles.

CHIEF ADMINISTRATIVE OFFICER

REEVE

APPROVED THE _____ DAY OF _____ 2012.

MINISTER OF TRANSPORTATION

Approval valid for _____ months



County of St. Paul No. 19

JUNE 12, 2012

A Resolution of the County of St. Paul No. 19 for the purpose of closing to public travel and cancelling a portion of a public highway in accordance with Section 24 of the Municipal Government Act, Chapter M26.1, Revised Statutes of Alberta 2000, as amended.

WHEREAS, the lands hereafter described are no longer required for public travel.

THEREFORE, be it resolved that the Council of the County of St. Paul No. 19 does hereby close the following described roads, subject to rights of access granted by other legislation or regulations.

The following Road Plan affecting the following quarter section:

***Road Plan 1019EO in the NW 23-59-10-W4
Excepting thereout all mines and minerals***

Cancelled portions to be consolidated with respective titles.

CHIEF ADMINISTRATIVE OFFICER

REEVE

APPROVED THE _____ DAY OF _____ 2012.

MINISTER OF TRANSPORTATION

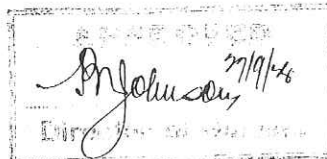
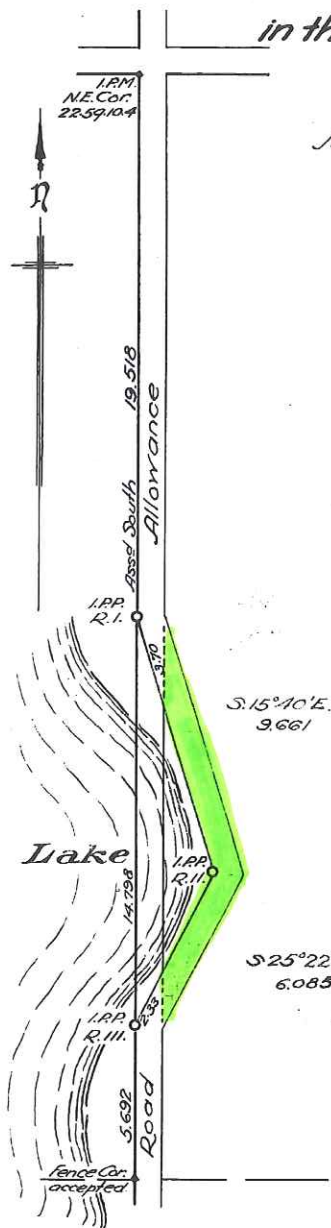
Approval valid for _____ months

FILE 29391

PLAN
of
Road Diversion
in the N.W. 1/4 Sec. 23-Tp. 59-Rge. 10-W. 4 M.

Scale - 4 chs. = 1 inch
Surveyed by - A. Driscoll, A.L.S.
1927

Note: Distances shown in blue, are calculated



Exp. 10-8-28.
R. J. H.

Rds 8217

I certify that the within instrument is duly Entered and Registered in the Land Titles Office for the North Alberta Land Registration District at Edmonton, in the Province of Alberta at 11.22 o'clock, A.M. on the 15 day of January, A.D. 1928, Number 1019, Book EO, Folio 41.

N.W. 1/4 Sec. 23-59-10-4
Area reqd for Road = 1.29 acre

I, Alfred Driscoll of the City of Edmonton, Alberta Land Surveyor, make oath and say: That the survey represented by this plan has been made by me in accordance with the provisions of the Alberta Surveys Act; That this survey was performed between the dates of 22nd June and A.D. 1927, and that this plan is correct and true and is prepared in accordance with the provisions of the Land Titles Act.

Sworn before me at the City of Edmonton, in the Province of Alberta, this 5th day of September, 1927.
A. Driscoll
A Commissioner in and for the Province of Alberta.

I hereby certify that the survey represented by this plan has been made in accordance with the instructions of the Council of the Municipal District of Asiniboia No. 605 under the provisions of the Municipal District Act.

B. S. Knudsen
Secretary-Treasurer.

PLAN 1019EO



County of St. Paul No. 19

JUNE 12, 2012

A Resolution of the County of St. Paul No. 19 for the purpose of closing to public travel and cancelling a portion of a public highway in accordance with Section 24 of the Municipal Government Act, Chapter M26.1, Revised Statutes of Alberta 2000, as amended.

WHEREAS, the lands hereafter described are no longer required for public travel.

THEREFORE, be it resolved that the Council of the County of St. Paul No. 19 does hereby close the following described roads, subject to rights of access granted by other legislation or regulations.

The following Road Plan affecting the following quarter sections:

***Road Plan 847KS in NW, NE 9-59-11-W4
Excepting thereout all mines and minerals***

Cancelled portions to be consolidated with respective titles.

CHIEF ADMINISTRATIVE OFFICER

REEVE

APPROVED THE _____ DAY OF _____ 2012.

MINISTER OF TRANSPORTATION

Approval valid for _____ months

5015 - 49 Ave., St. Paul, AB T0A 3A4 Phone 780-645-3301 Fax 780-645-3104
Email Address: countysp@county.stpaul.ab.ca Website: www.county.stpaul.ab.ca



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County of St. Paul No. 19

JUNE 12, 2012

A Resolution of the County of St. Paul No. 19 for the purpose of closing to public travel and cancelling a portion of a public highway in accordance with Section 24 of the Municipal Government Act, Chapter M26.1, Revised Statutes of Alberta 2000, as amended.

WHEREAS, the lands hereafter described are no longer required for public travel.

THEREFORE, be it resolved that the Council of the County of St. Paul No. 19 does hereby close the following described roads, subject to rights of access granted by other legislation or regulations.

The following Road Plan affecting the following quarter sections:

***Road Plan 3822KS in SE 20-59-9-W4; SW 21-59-9-W4
Excepting thereout all mines and minerals***

Cancelled portions to be consolidated with respective titles.

CHIEF ADMINISTRATIVE OFFICER

REEVE

APPROVED THE _____ DAY OF _____ 2012.

MINISTER OF TRANSPORTATION

Approval valid for _____ months





County of St. Paul No. 19

JUNE 12, 2012

A Resolution of the County of St. Paul No. 19 for the purpose of closing to public travel and cancelling a portion of a public highway in accordance with Section 24 of the Municipal Government Act, Chapter M26.1, Revised Statutes of Alberta 2000, as amended.

WHEREAS, the lands hereafter described are no longer required for public travel.

THEREFORE, be it resolved that the Council of the County of St. Paul No. 19 does hereby close the following described roads, subject to rights of access granted by other legislation or regulations.

The following Road Plan affecting the following quarter sections:

***Road Plan 7072KS in NE 12-62-12-W4; NW, NE 7-62-11-W4
Excepting thereout all mines and minerals***

Cancelled portions to be consolidated with respective titles.

CHIEF ADMINISTRATIVE OFFICER

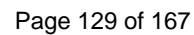
REEVE

APPROVED THE _____ DAY OF _____ 2012.

MINISTER OF TRANSPORTATION

Approval valid for _____ months

5015 - 49 Ave., St. Paul, AB T0A 3A4 Phone 780-645-3301 Fax 780-645-3104
Email Address: countysp@county.stpaul.ab.ca Website: www.county.stpaul.ab.ca





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

Issue Summary Report

7.22 PROVINCE REQUEST FOR ROAD CLOSURE - PLAN 2457EU

#20120608004

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

In May, 2011 Council approved a request from the Government of Alberta to close undeveloped road Plan 2457EU located near the Frog Lake Historic Site in LSD 11 and LSD 15-10-56-3-W4. They are now requesting that the County cancel the small portion in NW 10-56-3-W4 as well as the portion in NE 10-56-3-W4.

Recommendation

Motion to cancel the following road plan as requested by the Government of Alberta, Culture and Community Spirit which is located near the Frog Lake Historic Site as it is no longer being used for public travel:

A Resolution of the County of St. Paul No. 19 for the purpose of closing to public travel and cancelling a portion of a public highway in accordance with Section 24 of the Municipal Government Act, Statutes of Alberta, 2000, c. M-26, as amended.

WHEREAS, the land hereafter described is no longer required for public travel.

THEREFORE, be it resolved that the Council of the County of St. Paul No. 19 does hereby close the following described road, subject to rights of access granted by other legislation or regulations.

All that portion of Road Plan 2457EU in LSD 11 & LSD 15-10-56-3-W4 containing 0.146 Hectares (0.36 acres) more or less, Excepting thereout all mines and minerals.

Cancelled portions to be consolidated with respective title.

Additional Information

Originated By : cstarnault



County of St. Paul No. 19

June 12, 2012

A Resolution of the County of St. Paul No. 19 for the purpose of closing to public travel and cancelling a portion of a public highway in accordance with Section 24 of the Municipal Government Act, Statutes of Alberta, 2000, c. M-26, as amended.

WHEREAS, the land hereafter described is no longer required for public travel.

THEREFORE, be it resolved that the Council of the County of St. Paul No. 19 does hereby close the following described road, subject to rights of access granted by other legislation or regulations.

***All that portion of Road Plan 2457EU in LSD 11 & LSD 15-10-56-3-W4 containing
0.146 Hectares (0.36 acres) more or more or less
Excepting thereout all mines and minerals***

Cancelled portions to be consolidated with respective title.

CHIEF ADMINISTRATIVE OFFICER

REEVE

APPROVED THE _____ DAY OF _____ 20____.

MINISTER OF TRANSPORTATION





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

Issue Summary Report

7.23 AGREEMENT WITH ATCO TO ENCROACH ON ROAD ROW

#20120607005

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

ATCO Electric is seeking approval for the construction and operation of a telecommunication tower on NE 32-62-12-W4. ACTO needs access to the road allowance so they can put put guy wires over it. The road allowance is located between NE 32-62-12-W4 and NW 33-62-12-W4, a portion of rge rd 124.

ATCO is paying the lawyer's fees to draw up the attached agreement.

Krystle Fedoretz will attend the Council meeting to discuss this with Council.

Recommendation

It is our recommendation to enter into the Agreement with ATCO but not to charge them a lease fee as they are paying the lawyers fees for the agreement.

Additional Information

Originated By : kfedoretz

Appendix 1 for 7.23: Form for Licence of Occupation

This Agreement made this _____ day of _____, 20____.

BETWEEN:

County of St. Paul No. 19
A municipal corporation in the Province of Alberta
(Hereinafter called the "County")

OF THE FIRST PART

-and-

Atco Electric Ltd.
Of _____, in the Province of Alberta
(Hereinafter called the "Atco Electric")

OF THE SECOND PART

LICENSE OF OCCUPATION

WHEREAS the County has direction, control and management of the undeveloped road allowance described in Schedule "A" (the "Road"); and

WHEREAS Atco Electric wishes to use a portion of the Road for placement of a tower; and

WHEREAS the County may, pursuant to the *Traffic Safety Act*, enter into a License of Occupation allowing temporary occupation and use of a road allowance when such road allowance is not required for public use; and

NOW THEREFORE this Agreement witnesses that in consideration of the premises, the covenants herein contained and other good and valuable consideration, the parties hereby agree as follows:

IN CONSIDERATION OF *** (\$***.00) DOLLARS plus G.S.T. now paid and exchanged between the parties hereto, the receipt and sufficiency of which is acknowledged, and of the promises and covenants herein contained and for other good and valuable consideration, the parties hereby agree as follows:

1. Subject to the terms of this License, the County grants to Atco Electric rights to use and occupy that portion of the Road necessary for purposes of placement of a Tower in the area illustrated on Schedule "B" (the "Tower").

2. Atco Electric is hereby entitled to use and occupy the portion of the Road necessary for a normal operation, use, maintenance and repair of the Tower provided that no provision herein shall restrict, hinder or prohibit the County's use of the Roads for other uses as may be approved for the Road. With respect to any work carried out by Atco Electric in or on the Road and with respect to Atco Electric's Tower on the Road, Atco Electric shall:
 - a. provide all materials, equipment and labor;
 - b. restore the Road, including any surface disturbance, insofar as is practical to their former condition upon removal of the Tower from the Road; and
 - c. provide to the County a contact person and contact information, in case of emergency.
3. Atco Electric shall at all time and at their own expense keep and maintain the Tower in good and sufficient repair to the reasonable satisfaction of the County.
4. Neither party shall be considered in default in performance of its obligations under this Agreement, to the extent that the performance of such obligations is delayed by circumstance which are beyond the control of the County or Atco Electric; provided however, Atco Electric shall not be in default in the performance of any of its covenants or obligations under this Agreement until the County has notified Atco Electric of such default and Atco Electric has failed to commence timely action to remedy the same upon receipt of such notice.
5. If Atco Electric violates any provision of this Agreement, all rights accruing to Atco Electric under this Agreement shall, unless the County otherwise decides, cease upon THIRTY (30) DAYS written notice if not remedied within that period, but the County shall retain the right to proceed with the enforcement of any security or indemnity provided in satisfaction of any claim, loss or expense of any kind whatsoever arising under this Agreement.
6. Atco Electric shall indemnify and hold harmless the County against all actions, suits, claims, demands and expenses made or suffered by any person or persons, in respect of

any loss, injury, damage or obligation to compensate, arising out of, or in connection with, or as a result of the development of the Tower. Atco Electric shall carry general liability insurance in the amount of at least \$2 Million which shall provide coverage to the County as a named insured, in respect of any loss, injury or damage arising out of, or in connection with the use of the Tower and any breach by Atco Electric of the terms and conditions of this Agreement, and this obligation shall survive the expiration or termination of this Agreement.

7. The County's officers, employees, agents and contractors and invitees shall have the right at any time to enter upon the Road for the purpose of using the Road, reconstruction, maintaining, repairing or inspecting the Road or improvements thereto. The County shall in undertaking such activities use reasonable efforts to cause its officers, employees, agents and contractors to minimize disruption or damage to the pipeline crossing and shall repair or replace any damage to the Tower which occurs pursuant to such activities to the extent that any loss, damage or injury shall have been caused by the acts of the County's officers, employees, agents or contractors.
8. If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid by the decision of a Court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.
9. This Agreement shall enure to the benefit of and be binding upon the parties hereto notwithstanding any rule of law or equity to the contrary; and this Agreement shall be governed and construed in accordance with the laws of the Province of Alberta.
10. Atco Electric shall be liable for and pay all taxes, rates and assessments of every description whatsoever, that may be imposed by any lawful authority, by reason of the presence of the Tower, or by reason of this Agreement or of anything done pursuant to this Agreement and shall indemnify the County from and against all such taxes, rates and assessments.
11. In the case of default by Atco Electric in carrying out any of the provisions of this Agreement, the County may give Thirty (30) days' notice thereof to Atco Electric to rectify same, and Atco Electric covenants and agrees to proceed with due diligence to

Appendix 1 for 7.23: Form for Licence of Occupation

- 4 -

carry out the same. If Atco Electric fails to proceed to remedy such default within the said Thirty (30) day period, will cause the termination of this Agreement.

12. As required by the *Traffic Safety Act*, the County may terminate this Agreement upon 30 days written notice to Atco Electric if the County, in its sole discretion, determines that the Road is required for a municipal or other public purpose.
13. This Agreement shall be for Twenty (20) years from the date above stated, unless earlier terminated. If Atco Electric is not in default of any provisions of this Agreement (having received notice of said default as per clause 11 of this Agreement), this License shall be automatically renewed for a further Ten (10) year term (excluding the right of renewal).
14. In the event that Atco Electric and the County cannot agree on compensation for the subsequent ten (10) year term or for damages to the Roads, the matter at issue will be determined by three independent arbitrators in accordance with the provisions of the arbitration legislation then in force in the province of Alberta. Where the matter at issue is to be determined by arbitration, one arbitrator will be appointed by Atco Electric, one by the County, and the third by the other two arbitrators so appointed, and the decision of any two of such three arbitrators shall be final and conclusive. The appointed arbitrators shall determine the responsibility for the arbitration costs.
15. All notices, reports and other communications required or permitted by this Agreement shall be deemed to have been properly given and delivered when delivered by hand or sent by written telecommunication or registered mail with all postage or charges fully prepaid and addressed to the parties, respectively, as follows:

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

(P) 780-645-3301
Attention: Sheila Kitz

Atco Electric Ltd.
_____, Alberta T__ __
(P) ____-____-____
Attention: _____

or to the latest known address of the party concerned, as furnished pursuant to subsection (c) of this section.

Any notice, report or communication so mailed shall be deemed to have been received by the addressee fourteen (14) days after posting thereof. In all other instances, the date of receipt by addressee shall be the date of actual delivery at the said address.

Either party may change its address for the purposes hereof by giving written notice thereof to the other party at its latest known address.

This Agreement is and shall be binding upon and ensure to the benefit of the parties hereto, their executors, administrators, successors and assigns, as the case may be.

16. In the event of any conflict between a metric and imperial expression of measurement in this agreement, the metric expression of measurement shall govern.

IN WITNESS WHEREOF, the parties hereto have hereunder executed these presents as of the day, month, and year first above written.

COUNTY OF ST. PAUL

Per:

_____ (c/s)

ATCO ELECTRIC LTD.

Per:

_____ (c/s)

SCHEDULE “A”

Description of Road

SCHEDULE “B”

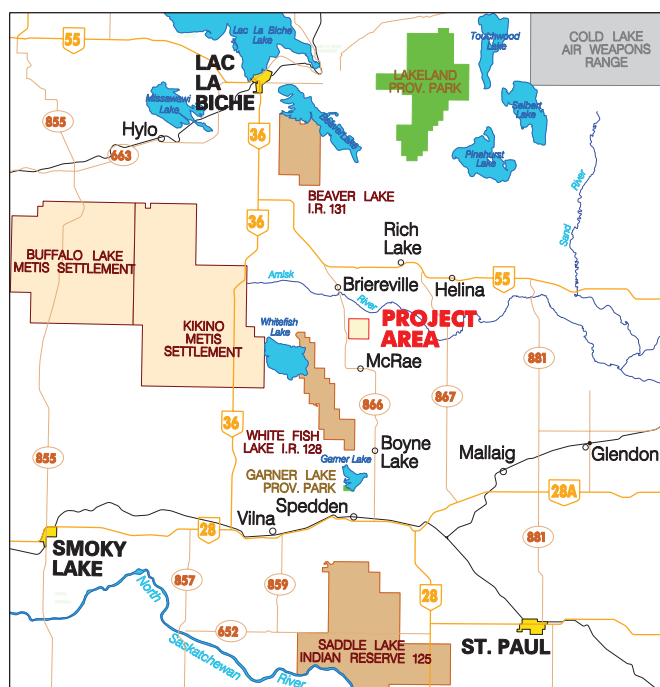
Sketch of placement of Tower

911795.doc; June 7, 2012



April 2012

Whitefish Telecommunication Tower Replacement



Why Are You Receiving This Project Information Package?

We are advising neighbouring landholders, agencies and other interested parties about plans to replace the existing Whitefish telecommunication tower located about 10 kilometres north of the community of McRae (please see site plan on page 3).

This package will provide you with important project information and outlines our public consultation process. We invite any comments, questions or concerns you may have. Please refer to page four for our contact information and details.

Regulatory Process

ATCO Electric is seeking approval from the Alberta Utilities Commission (AUC) and other agencies as required for the construction and operation of the proposed telecommunication tower.

For more information about how you can participate in the approval process required by the AUC, please refer to the enclosed brochure entitled *Public Involvement in Needs or Facilities Applications*.

Project Need and Details

If approved, the proposed **Whitefish Telecommunication Tower** will be located on the current tower site at NE 32-62-12 W4M. Replacement of the existing Whitefish telecommunication tower is needed to support and enhance ATCO Electric's radio and data communication network.

The project will include the new tower and installation of related electrical and telecommunications equipment and removal of the existing 114 metre (m) tower.

The new telecommunication tower will be a steel lattice tower approximately 128 metres (m) high, and supported by guy wires. The tower will support four antennas: two VHF/UHF antennas and two microwave antennas. Details may vary slightly with final plans.

What's Included In This Package

- Project information brochure
- Reply form and postage paid envelope
- Alberta Utilities Commission brochure *Public Involvement in Needs or Facilities Applications*



Design Requirements

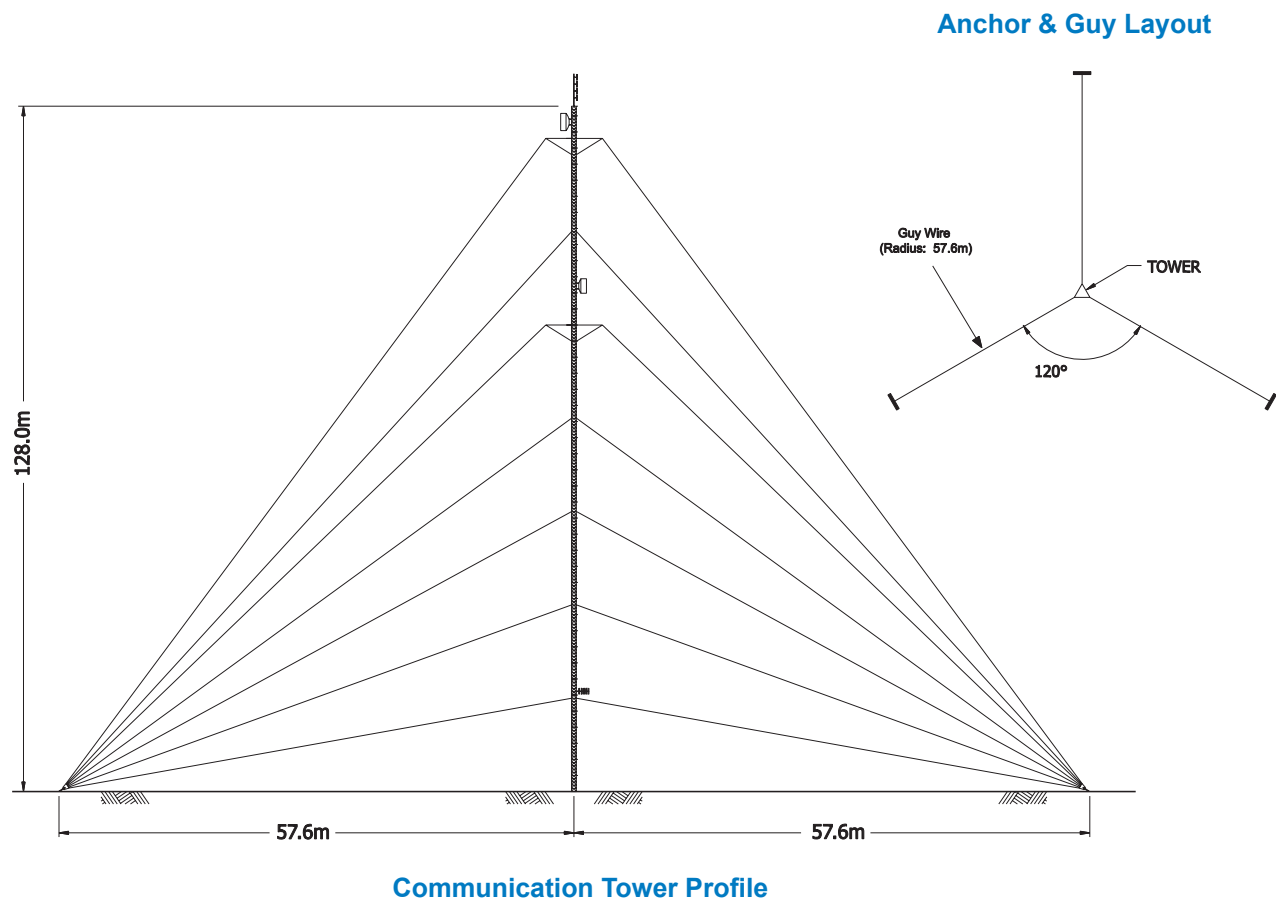
The tower will be equipped with beacons to meet Transport Canada aeronautical safety requirements. The tower will also operate in compliance with Health Canada's Safety Code 6 for the protection of the general public and local radio environment.

Design and construction will meet applicable standards and will follow good engineering practices, including structural integrity.

Impacts

No significant adverse environmental effects are expected. Neighbouring landholders may notice some increased traffic and noise during construction. The requirement for an environmental assessment under the Canadian Environmental Assessment Act has yet to be determined for this project.

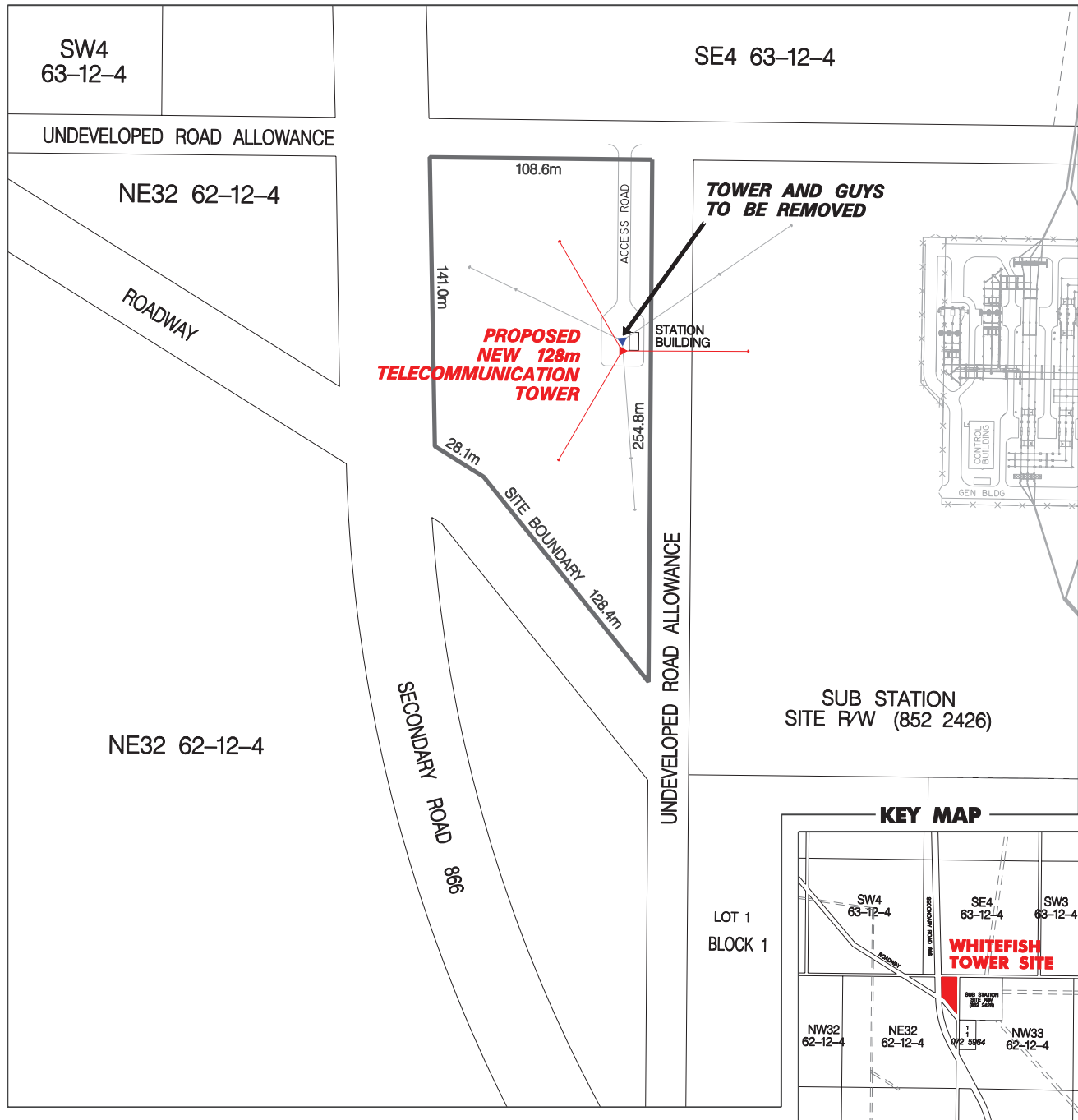
Whitefish Tower Site Typical Structure





Whitefish Telecommunication Tower Replacement Site Plan

Geographic Coordinate Value at Tower Site Boundary Centroid = N54.4121, W111.7542





Proposed Timeline*

April 2012

Consultation with landowners and agencies

May 2012

Submission of the Facilities Application to the Alberta Utilities Commission (AUC)

January 2013

If approval is granted by the AUC, construction will commence

February 2013

Facilities completed and operating

*Timing may be adjusted to reflect final plans.

Contact Us

Your comments and concerns are important to us. Please contact us toll free **1-855-420-5775** or direct:

Jesse Sirota, Project Planner
ATCO Electric
10035-105 Street
Edmonton, AB T5J 2V6

Phone: 780-508-4762

Fax: 780-420-5030

Email: consultation@atcoelectric.com

Website: www.atcoelectric.com

ATCO Electric

Albertans count on us for the safe, reliable and cost-effective delivery of electricity to their homes, farms and businesses. We have delivered electricity to Albertans for 85 years. Headquartered in Edmonton, ATCO Electric has 38 service offices serving nearly two-thirds of the province in northern and east-central Alberta.

We help keep the lights on across the province by building, operating and maintaining approximately 72,000 kilometres of transmission and distribution power lines. We also operate an additional 10,000 kilometres of distribution power lines on behalf of Rural Electrification Associations.

We are committed to responsible development and environmental practices. We conduct an open and transparent consultation process, carefully considering the impacts to landowners, communities and the environment.





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

Issue Summary Report

7.24 RURAL BOARDBAND INTERNET SERVICES

#20120607008

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

Early in 2012 the County expressed interest in the Province's announcement of the Rural Broadband Internet Funding. This funding provides municipalities 75% of the cost of internet tower infrastructure to increase the access of highspeed internet for all residents in Alberta - up to a maximum of \$500,000. We received confirmation from Alberta Rural Development that we could make application for the funding. In order to do this Administration posted an RFP on the Alberta Purchasing Network requesting vendors to apply to do the project and assist the County with making the grant application. The RFP closed on May 31, 2012 - it is attached. We had one respondent to the RFP - MSCNet from St. Paul. I have attached their response to the RFP.

Recommendation

That we accept the RFP as submitted by MSCNet and proceed to make application for the grant through Alberta Rural Development for the installation of 10 towers in the County of St. Paul and equipment for a total of \$358,000.

Additional Information

Originated By : skitz

REQUEST FOR PROPOSALS (RFP)
Rural Broadband Internet Services

County of St. Paul No. 19

The County of St. Paul No. 19 invites proposals from Internet Service Providers for the provision of expanding the Rural Broadband Internet Services within the municipality through the Government of Alberta's Final Mile Community Program.

The project involves assisting the municipality in making application for funding under the grant program and if successful, managing the entire project to completion.

Proposals clearly marked "RURAL BROADBAND SERVICES RFP" will be accepted until 4:30 on May 31, 2012 at the address indicated below.

For additional information or questions please contact Ms. Sheila Kitz, CAO, 780-645-3301 ext. 208.

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

The County of St. Paul No. 19 reserves the right to accept or reject any or all RFP's. The County of St. Paul No. 19 reserves the right to accept any RFP without stating reasons. The County of St. Paul No. 19 may consider any other factor besides price and capability to perform the work that it deems in its sole discretion to be relevant to its decision.

Schedule A

Terms of Reference

Rural Broadband Project – County of St. Paul No. 19

1.0 Background

- 1.1** The Government of Alberta has announced the Final Mile Rural Community Program consisting of a \$5 million initiative to fund projects that enable high-speed internet access to unserved locations in rural Alberta.
- 1.2** The County of St. Paul No. 19 (County) intends to make application for funding under this program, with the assistance of an internet service provider (ISP). Conditional to successful funding, the County of St. Paul No. 19 will proceed to complete the rural broadband program and internet connectivity for its ratepayers (“The Final Mile”). The County is in search of an ISP to undertake this project in partnership.
- 1.3** Through this Request for Proposal (RFP) process the County is inviting interested ISP’s to submit their proposals of interest to the County for consideration. The County intends to select one (1) provider based on the proposals received and proceed with the application and project if the grant application is successful.

2.0 Information Required in your Proposals:

- 2.1** Please provide information about your company’s qualifications and experience as an ISP.
- 2.2** Please provide current investment and interest respecting rural broadband service in the County Please include the number of customers, towers, etc. that you currently have within the County.
- 2.3** Proposals should demonstrate a commitment from the ISP to partner with the County in completing the application process and providing the necessary engineering information for both the application process and the actual project stage if funding is successful.
- 2.4** Please provide a commitment that your company will provide the following regarding the application process:
 - 2.4.1** Information identifying the areas/locations that the project intends to provide access to high-speed internet.

- 2.4.2 Number of households benefiting from the proposed new service.
- 2.4.3 An estimated cost of the proposed project and what cost percentage your company is will to contribute. The Provincial Government will fund up to 75% of the project.
- 2.5 Please provide a time schedule for the project if funding is successful in 2012.
- 2.6 Please indicate if your company will assist the County in completing the funding application. The County intends to select an ISP by its next regular meeting on June 12, 2012.
- 2.7 Proposals should demonstrate a commitment from the ISP to provide all project management and engineering required to complete a successful project.
- 2.8 Any other information you believe would be necessary to assist the County in selecting your company as the successful ISP.

3.0 Valuation Criteria:

The County of St. Paul No. 19 reserves the right to accept or reject any or all proposals based on the criteria immediately below. The County further reserves the right to accept any proposal without stating reasons based on the following criteria. The County may consider any other factor besides the criteria that it deems in its sole discretion to be relevant to its decision.

<u>Component</u>	<u>Percentage</u>
Number of New Households Project Will Serve	20.0%
Number of Households Currently Serving in the County	20.0%
Qualifications and Experience	20.0%
Financial Commitment	20.0%
Schedule	20.0%

SCHEDULE B

INFORMATION REQUESTED FORM

**Rural Broadband Service Project
County of St. Paul No. 19**

Households

Approximate number of new households project will serve

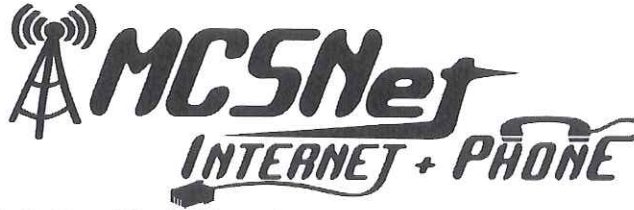
Number of households currently serving within the County

Financial Commitment

Percentage of funding you are willing to commit to project

Schedule

Have you attached a proposed schedule as per section 2.5 of TOR



P.O. Box 98, 4810 – 50 Ave., St. Paul, AB T0A 3A0

TEL: (780) 645-4417 FAX: (780) 645-5745

Toll Free: 866-390-3928

www.mcsnet.ca

May 29, 2012

County of St. Paul No. 19
5015-49 Ave
St. Paul, Alberta T0A 3A4

ATTENTION: Sheila Kitz, Chief Administrative Officer

RE: County of St. Paul RFP – Rural Broadband Internet Services

2.1 Qualifications and Experience:

MCSNet is a family owned and operated business that was founded in 1989. MCSNet began offering Internet services in 1994. In 2003, MCSNet officially launched as a Wireless Internet Service Provider (WISP). Today, MCSNet is Alberta's largest fixed WISP with over 15,000 customers and an infrastructure of over 400 towers spanning Northern Alberta and Western Saskatchewan.

MCSNet's success as a WISP is largely due to its unique model and approach to providing broadband service. As rural Albertans, MCSNet's management recognizes the importance of quality Internet service, and has made reinvesting in expanded coverage a big priority. With its small business mentality, MCSNet has kept its focus on cost cutting and efficiency. This emphasis allows the business to remain profitable even with the lower population densities (or lower subscriber counts per tower) that are intrinsic in rural Alberta. MCSNet's efficiency has also translated into great value for its subscribers: rural subscribers all benefit from the same highly competitive pricing, regardless of their location.

Today, MCSNet's larger scale has enabled partnerships with large industry players such as equipment manufacturer Cambium Networks (formerly Motorola) to deliver the highest performance and greatest reliability possible to rural residents.

Part of MCSNet's success over the years has been as a result of its public and private partnerships established with such municipalities as Strathcona County, Athabasca County, County of Lac La Biche, Lamont County, Beaver County etc.

MCSNet provides its own tower construction crews and equipment that are able to erect a range of towers varying from smaller 50' foot towers, up to 400' guyed towers. MCSNet is one of the only ISPs able to take on these types of projects from start to finish.

By partnering with MCSNet, you can be confident that its rural roots, high efficiency and proven track record will ensure a sustainable long term solution to the digital divide.

2.2 Current Investment Respecting Rural Broadband Service in the County:

MCSNet currently has approximately 1720 households/business served within the County.

MCSNet currently has 34 towers/sites spanning throughout the County.

2.3 Commitments in Partnering with the County:

MCSNet is committed to completing the application process with the County, along with taking care of all matters pertaining to the applications for permits, construction, electrical, leases etc. MCSNet would take full responsibility of the project and would require very little resources on the part of the County. We would however, want the County's input on finalizing the project's tower sites to ensure the best possible locations are chosen.

2.4 Other Commitments and Estimated Project costs:

2.4.1 Identifying Areas/Locations of Project Broadband Coverage

MCSNet is committed to work closely with the County in order to help establish the unserved/underserved areas and the proposed areas/locations that the project intends to provide access to high-speed internet.

2.4.2 Estimated Number of Households Benefiting from Project

The estimated number of households that will benefit from the proposed new service is 600+.

2.4.3 Estimated Costs of Proposed Project and Cost Contribution of MCSNet

The Estimated cost of the proposed project is as follows:

- 10 Towers Including Broadband Equipment = \$318,000.00
- Estimated Additional Costs for Electrical & Misc.= \$40,000.00
- **ESTIMATED GRAND TOTAL PROJECT COST: \$358,000.00**

MCSNet agrees to commit to 25% of all project costs. Assuming final project cost of \$358,000.00, MCSNet would contribute \$89,500.00 towards the project.

2.5 Project Time Schedule

Upon receipt of formal project approval and finalization of lease agreements, MCSNet estimates that the project of erecting 10 towers can be completed and operational within 12 months subject to regulatory delays.

Installation of services for each household/business is completely dependent on the demand of services by the rural residents that fall within a servable radius of the project's towers. Installations to customer premises are usually completed within 3 weeks of the customer applying for services as we have a minimum of 8 full time installers working daily.

2.6 Assistance in Completing the Application

MCSNet would be committed in assisting the County in completing the project's funding application.

2.7 Commitment in Providing Project Management and Engineering

MCSNet has all the necessary software and technical support staff to properly provide all the project management and engineering required to complete a successful project.

2.8 Important Information

MCSNet proposes an agreement with the County in which, for a 10 year term, the County would own the towers and radio infrastructure. MCSNet will contribute 25% of the project cost upon project initiation and the County will use this contribution as compensation of the following:

- 24% of the 25% contribution made by MCSNet, will be used to compensate the County for annual rental of the project infrastructure throughout the 10 year term
- The remaining 1% of the 25% contribution made by MCSNet will be used for the purchase of the project towers and radio infrastructure at the end of the 10 year term from the County

The County and MCSNet would jointly enter into this 10 year agreement whereby MCSNet shall have an exclusive lease to the entire tower and radio equipment thereon. MCSNet will maintain, replace, upgrade and support said equipment and network at no cost to the County. MCSNet will conform to Industry Canada regulations with regards to towers and collocation requirements. MCSNet will arrange and maintain an agreement/lease with each land owner of the project's towers, including monthly lease payments. At the end of the 10 year period, the County would sell the towers and radio equipment to MCSNet at 1% of the project cost.

The agreements will amount to MCSNet owning and maintaining the infrastructure, MCSNet committing to provide broadband services for a minimum of 10 years, and the County having no ongoing costs related to the project.

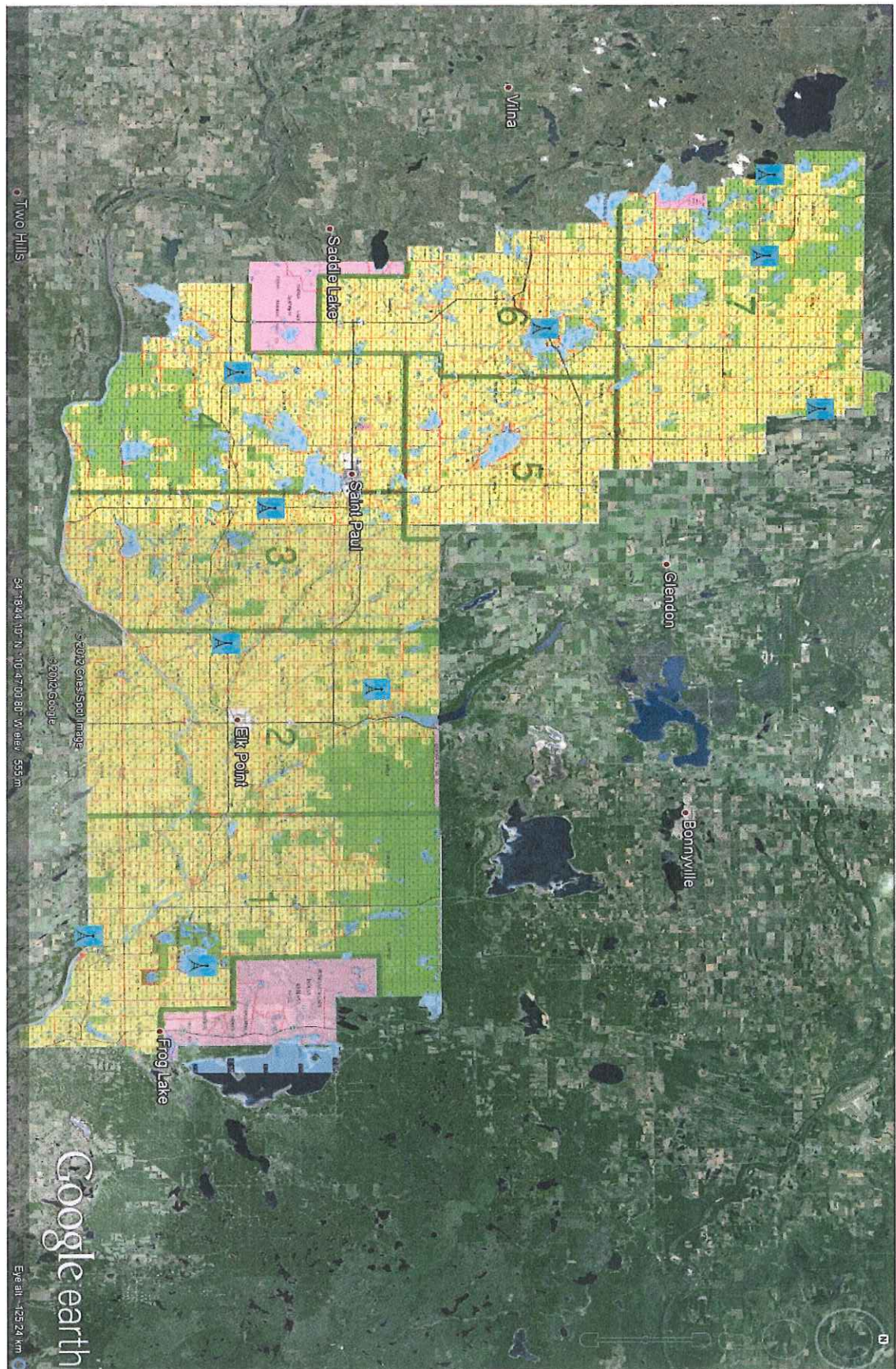
Furthermore, we have attached maps showing the approximate locations of our proposed project tower sites. Based on our experience and current interest in the County, we feel that these are areas that are currently underserved or unserved and are therefore, the best possible locations for the project's towers.

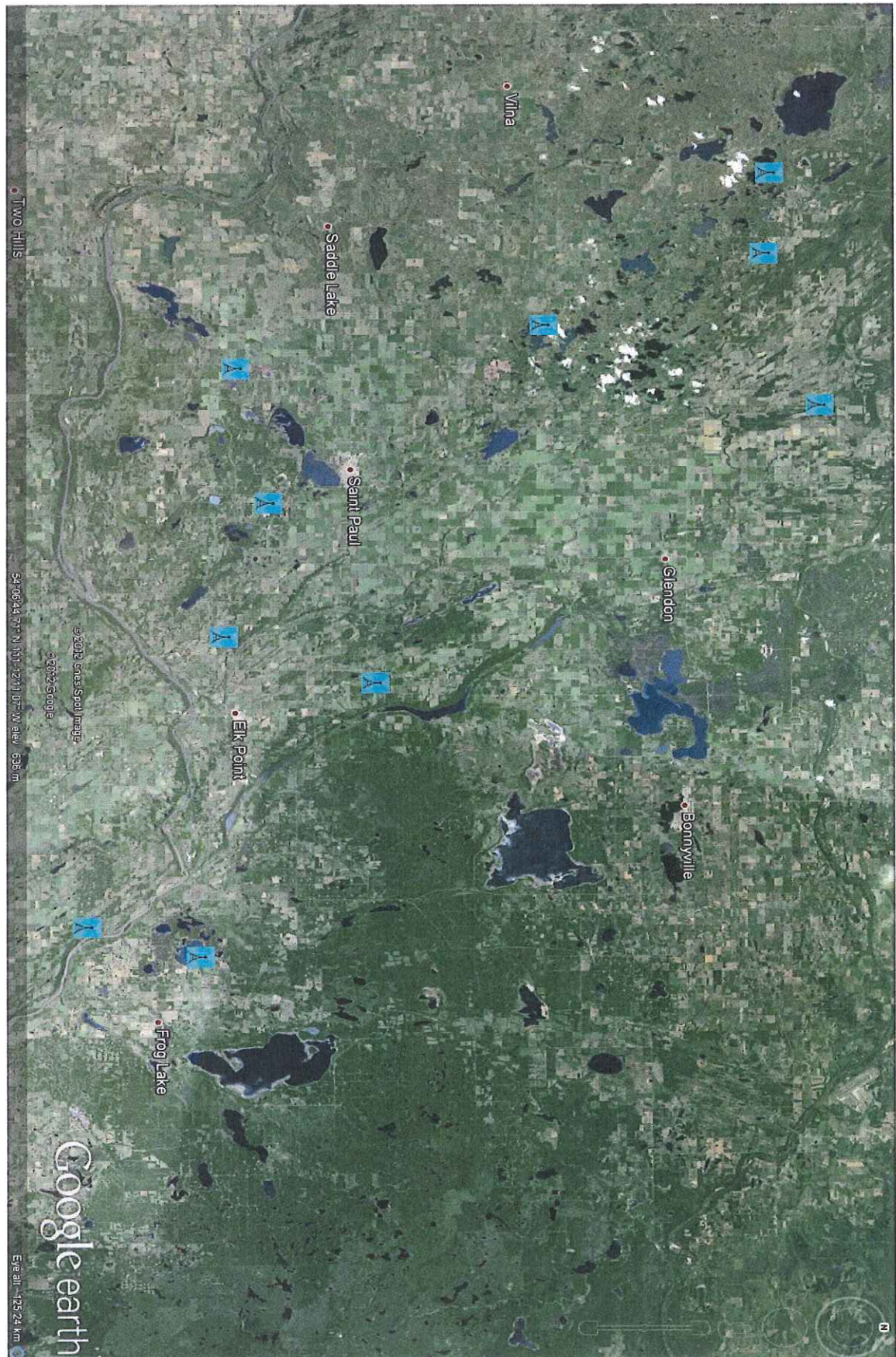
Looking forward to hearing from you at your earliest convenience, I remain

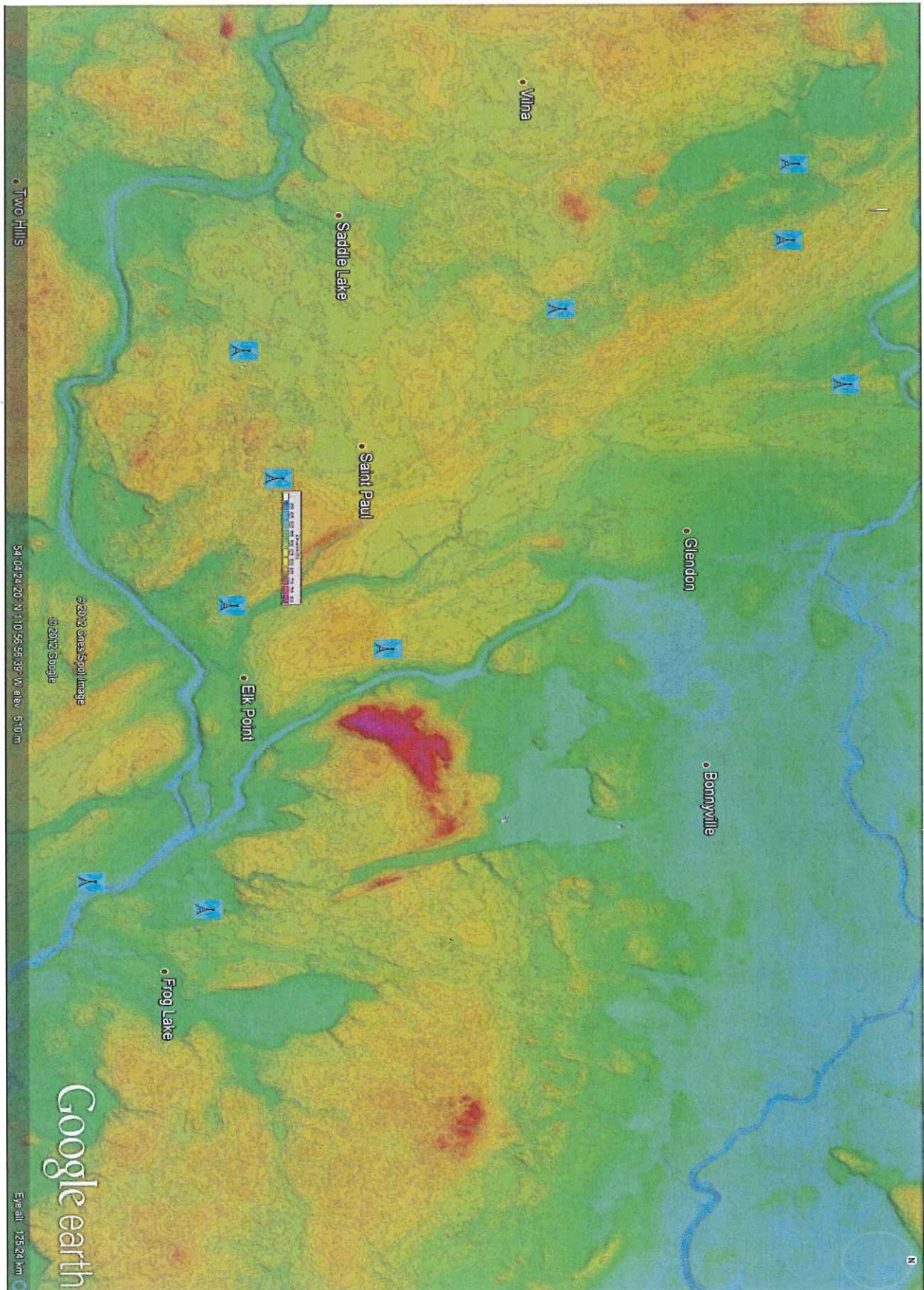
Yours truly,



Leo VanBrabant - CEO
1-866-390-3928 Ext. 240









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

Issue Summary Report

7.25 BORROWING FOR WELLNESS CENTRE

#20120607009

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Background

Information on borrowing from ACFA vs Servus Credit Union will be provided at the meeting for Council to review and determine which is more suitable for the County.

Recommendation

As per Council's wishes.

Additional Information

Originated By : skitz

9. Reports

9.1 CAO REPORT

9.2 REPORTS



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

Issue Summary Report

9.1 CAO REPORT

#20120531001

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

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

9.2 REPORTS

#20120531002

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Additional Information

Originated By : pcorbiere

10. Upcoming Meetings

- 10.1 JUNE 18 @ 7:00 P.M. - MEETING WITH RESIDENTS
RE ASHMONT/LOTTIE LAKE & ELK POINT WATER
LINE
- 10.2 JUNE 22 @ 1:00 P.M. -JOINT MEETING WITH
SUMMER VILLAGE OF HORSESHOE BAY
- 10.3 JUNE 26 @ 10:00 A.M. - PUBLIC WORKS



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

Issue Summary Report

**10.1 JUNE 18 @ 7:00 P.M. - MEETING WITH RESIDENTS RE
ASHMONT/LOTTIE LAKE & ELK POINT WATER LINE**

#20120608001

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Additional Information

Originated By : pcorbiere



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Issue Summary Report

**10.2 JUNE 22 @ 1:00 P.M. -JOINT MEETING WITH SUMMER VILLAGE
OF HORSESHOE BAY** #20120608002

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Additional Information

Originated By : pcorbiere



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Issue Summary Report

10.3 JUNE 26 @ 10:00 A.M. - PUBLIC WORKS

#20120608003

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

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

#20120531003

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Additional Information

Originated By : tmahdiuk



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Issue Summary Report

11.2 LISTING OF ACCOUNTS PAYABLE

#20120531004

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Additional Information

Originated By : pcorbiere



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Issue Summary Report

11.3 BUDGET TO ACTUAL

#20120531005

Meeting : June 12, 2012 Council Meeting

Meeting Date : 2012/06/12 10:00

Additional Information

Originated By : skitz