

**SUMMER VILLAGE OF WHITE SANDS SPECIAL COUNCIL MEETING
AGENDA**

April 29, 2022 at 3:00 pm

**Location: Municipal Office, #1 Hall Street, Rochon Sands
And through Virtual Zoom Meeting Link**

1. Call to Order

2. Waiver of Notice

As required. Special Council meetings held with more than 24 hours' notice to council and to the public do not require a Waiver of Notice. When Waivers are required, the signed waiver will be attached to the Minutes of the Special Meeting.

3. Nature of Business

- a) 2021 Audited Financial Statements Presentation by Gitzel and Company
- b) Draft Piers, Docks and Boat Lifts Policy XV
- c) Draft Public Swimming Area Designation Policy XVI
- d) Encroachment Agreement Lot 27, Block 5, Plan 7920410 Amendment Approval

4. Adjournment

A Special Council Meeting may be held with less than 24 hours' notice to all Councillors and without notice to the public if at least 2/3 of the whole council agrees to this in writing before the beginning of the meeting (MGA 194)

No matter other than that stated in this notice calling the special council meeting may be transacted at the meeting unless the whole council present at the meeting and the council agrees to deal with the mater in question (MGA 194)

Melissa Beebe
CAO
Summer Village of White Sands

Mayor Sanchuck _____
Councillor Waugh _____
Councillor Thurston _____

SUMMER VILLAGE OF WHITE SANDS

Prepared by: Administration **Number:** XIV

Adopted by: White Sands Council **Date:** April 13/22

Amended: **Resolution#**

Title: Piers, Wharves, Docks, Moorings, and Boatlifts

Definitions: A "back lot" property owner is one who does not share a property boundary with a waterbody or have direct access to it.

A "semi-waterfront" landowner is someone who owns the land directly adjoining a municipal or environmental reserve that directly adjoins the bank of a waterbody.

A "waterfront" landowner owns the land directly adjoining the bank of a waterbody

Purpose: This Council Policy is enacted to complement the Alberta Government Disturbance Standard for Temporary Seasonal Docks for Recreation Purposes (Disturbance Standard) (2021). This is also recognizing the ownership of the "Bed and Shore" of Buffalo Lake is Crown Land and under the control of Alberta Environment to regulate the placement of structures.

Statement: The Summer Village of White Sands has no legal right to control the placement of docks, wharves, piers, buoys or moorings, or other structures in or on the bed and shore of Buffalo Lake. The Summer Village must support the Provincial Management Right of Way (ROW) Lands plans and regulations under Alberta Environment Standards.

General: Under Alberta Environment regulations of a seasonal private dock, owners will be regulated by the Disturbance Standards. Alberta Environment requires an application Temporary Field Authorization (TFA) for any docks, moorings, wharves, etc. In the Summer Village of White Sands, there are no waterfront landowners. There are only seven (7) semi-waterfront landowners and the rest are considered back lot property due to there being an environmental and/or municipal reserve that surrounds the lake.

Parameters: Council recognizes that the municipality is the semi-waterfront owner. An application must be received with the fee payment for said application of approval to cross the municipal reserve and leased environmental reserve to access the bed and shore and must adhere to the Public Lands Act regarding disturbances.

Policy: Administration is directed to grant permission to backlot owners of the Summer Village of White Sands to obtain a Temporary Field Authorization (TFA) from Alberta Environment to place seasonal docks with permission from the semi-waterfront property owner, which is the Summer Village. Administration will provide a written approval to cross the municipal land. All applicants must provide a copy of the TFA documents to the municipality as part of the submission to the Summer Village in the prescribed form in this policy accompanied with the fee payment of \$75.00 annually.

Helpful Links: Disturbance Standard:
<https://open.alberta.ca/dataset/2e15695b-51fb-4034-b581-92c4a9a1647c/resource/0ea88981-7343-474e-948c-994bfd6aef51/download/aep-disturbance-standard-temporary-seasonal-docks-mooring-structures-2021-04.pdf>

Mooring Disturbance Standard Waterfront and Semi-waterfront Property Owners Fact Sheet:
<https://open.alberta.ca/dataset/c0b4202b-73b1-4c3f-8022-1e8c6a49efd5/resource/f7110e69-0dd6-4bff-8aaf-f8545d9bf942/download/aep-mooring-disturbance-standard-waterfront-semi-waterfront-property-owners-2021-03.pdf>

Summer Village of White Sands
Application Guide
For
Piers/Docks and Boat Lifts



The Summer Village of White Sands
PO Box 119
White Sands AB T0C 2L0
Phone 403-742-4717 Fax 403-742-4771
e-mail: cao@whitesandsab.ca

Steps for Obtaining Backlot Permits

Before returning your application, the following **must** be included otherwise your application will not be processed.

- Apply for an Alberta Environment Client ID
- Review the Docking and Mooring Standards Fact Sheet
- Review the Docking and Mooring Disturbance Standards
- Review the XVI Designated Public Swimming Areas Policy
- Temporary Field Authorization Application Form and Attachments
- Summer Village of White Sands Policy Application Form
- Application/Processing Fee of \$75.00

DRAFT



Box 119
 Stettler, AB T0C 2L0
 Phone (403) 742-4717
 Fax (403) 742-4771
 Website: www.whitesandsab.ca
 Email: cao@whitesandsab.ca

AUTHORIZATION FOR TEMPORARY CROSSING ACCESS OF MUNICIPAL AND ENVIRONMENTAL RESERVE LAND.

APPLICANT INFORMATION			
NAME:			
MAILING ADDRESS:			
TELEPHONE:		E-MAIL:	
SITE INFORMATION – PROPOSED LOCATION OF DOCK OR MOORING STRUCTURE			
CIVIC ADDRESS OF LOT ADJACENT TO MR and ER:			
LOT:	BLOCK:	PLAN:	
PROPERTY OWNER OF LOT ADJACENT TO MUNICIPAL OR ENVIRONMENTAL RESERVE LANDS?			YES NO
NUMBER of DOCKS OR MOORING STRUCTURES:	NUMBER OF BOATS:	NUMBER OF PERSONAL WATERCRAFT:	
REQUEST DETAILS			
IS THIS AUTHORIZATION BEING OBTAINED TO FORM AN APPLICATION FOR A TEMPORARY FIELD AUTHORIZATION:			
<input type="checkbox"/> YES, this authorization will be used for a TFA application.			
ARE YOU A PROPERTY OWNER IN THE SUMMER VILLAGE		<input type="checkbox"/> YES	NO <input type="checkbox"/>
AGREEMENT TO CONDITIONS FOR THE AUTHORIZATION OF USE			
<ul style="list-style-type: none"> Approved authorizations are for the applicant’s access to their seasonal dock, boat lifts and mooring structures. Authorization does NOT give unrestrictive access to the lands for the applicant, nor does it restrict access by others. Reserve lands and Municipal Reserve are for Public use and enjoyment. I acknowledge by my signature that the Summer Village of White Sands assumes no responsibility for damage done to docks, moorings, watercraft, their content, or accessories thereon due to fire, theft, accident, vandalism, or acts of nature. I agree to hold the Summer Village of White Sands harmless and further acknowledge that I am not receiving any compensation for the use of my dock space. Docks, Boatlifts, and other Mooring Structures are NOT to be stored on Municipal and Environmental Reserve lands within the Summer Village of White Sands. Clearing of trees or brush on Municipal and Environmental Reserve lands is NOT permitted. No structures are to be constructed or stored upon the Municipal and Environmental Reserve Lands. The Summer Village of White Sands may consent, deny, or revoke this agreement at any time upon written notice. 			
_____ Applicant Signature 1		_____ Applicant Signature 2	



Box 119
Stettler, AB T0C 2L0
Phone (403) 742-4717
Fax (403) 742-4771
Website: www.whitesandsab.ca
Email: cao@whitesandsab.ca

Authorization No:

(Applicant Name and Address)

To Whom it May Concern:

RE: 2022 PIER/DOCK ER/MR CROSSING PERMISSION

The Summer Village of White Sands hereby approves temporary crossing access for the back lot owner:

Name: _____

Civic Address: _____

As per submitted documents of the TFA application

ER/MR Crossing Access Location: _____

TFA Client ID#: _____

for the purpose of obtaining a Temporary Field Authorization from Alberta Environment and Parks to provide for the installation of docking and mooring structures located within the municipal boundary for the 2022 calendar year.

Approval Date:

Signature of Designated Officer
Summer Village of White Sands

- (b) aquatic vegetation may only be cut between July 15 and September 15;
- (c) the area from which aquatic vegetation may be cut is restricted as follows:
 - (i) the length of the area from which aquatic vegetation is cut may only consist of a single lane from the bank in a direct path perpendicular to the shore;
 - (ii) the width of the single lane in (i) shall be a maximum of 4 meters;
 - (iii) the single lane in (i) must remain in the same location every year;
 - (iv) the depth of cutting of aquatic vegetation shall not be greater than 1 meter below the water surface; and
 - (v) aquatic vegetation may only be cut by manual or mechanical means;
- (d) all aquatic vegetation that is cut shall be immediately removed from the bed and shore and disposed of such that nutrients and debris will neither accumulate on the bed and shore nor re-enter the water body."



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ENCROACHMENT AGREEMENT

This Agreement made this _____ day of March, 2022

BETWEEN:

The Summer Village of White Sands
Box 119, Stettler, AB T0C 2L0
(hereinafter referred to as the "**Village**")

-and-

(hereinafter referred to as the "**Landowner**")

WHEREAS pursuant to the provisions of the Municipal Government Act S.A. 2000 Ch. M-26 (the "**Act**"), the Village has the direction, control and management of all Environmental Reserve within the Municipality;

WHEREAS the Landowner is the registered owner of that property legally described as follows: Lot 27, Block 5, Plan 7920410 (hereinafter referred to as the "**Lands**"); and which Lands are situated adjacent to a Village owned Environmental Reserve Parcel (Lot 1ER, Block 5, Plan 7920410) adjacent to the side property line of the Lands (hereinafter referred to as the "**Reserve**");

WHEREAS a dwelling and cistern situated within or upon the Lands encroaches onto the Reserve (hereinafter referred to as the "**Encroachment**");

WHEREAS the Encroachment does not prevent the general public from having unimpeded access and use of the Reserve;

WHEREAS pursuant to the provisions of the Act, the Village may grant rights, exclusive or otherwise, with respect to its property, including property under the direction, control and management of the Village;

WHEREAS the Village is prepared to allow the Landowner to have the Encroachment and to use and enjoy the same subject to the terms of this agreement.

NOW THEREFORE WITNESSETH that in consideration of the covenants and agreements herein contained, and the sum of One (\$1.00) Dollar now paid by the Landowner to the Village, the receipt of which is hereby acknowledged, and in consideration of the Village approving the request by the Landowner to allow the Encroachment upon the Reserve to remain

thereon subject to the terms of this Agreement, the parties hereto covenant and agree together as follows:

RIGHT TO OCCUPY

1. The Village hereby authorizes the Landowner to continue to have the Encroachment for and during the term of this Agreement with the right to use and occupy the same.

TERMS OF THE AGREEMENT

2. The Encroachment and this Agreement shall continue for and at the sole discretion and leave of the Village and the Village may terminate the within Agreement and the Encroachment, and the Landowner's right to use and occupy the same, upon giving the Landowner 365 days written notice of its intent to terminate the same and provide an approved plan outlining the reason(s) for termination.

LANDOWNER'S COVENANTS

3. The Landowner covenants and agrees with the Village that the Encroachment will not at any time hereafter be enlarged or extended beyond its present location and that no additional improvements, buildings or structures shall be constructed or added to in any way whatsoever, nor shall the Landowner resurface or pave, or in any way alter the Reserve onto which the Encroachment encroaches.

4. The covenants herein contained shall constitute a charge upon the Lands and be deemed to be covenants running with the Lands and shall be enforceable as against the Landowner and their successors and assigns in title of the lands, and the Village may register a Caveat upon the Title to the Lands pursuant to the covenants herein contained.

TERMINATION OF AGREEMENT

5. The Landowner further acknowledges, covenants and agrees that upon the termination of this Agreement, the Encroachment shall be removed and the land upon which the Encroachment is situated shall be restored to bare land to the satisfaction of the Village.

RESTRICTIONS ON LANDOWNER'S RIGHTS

6. The Landowner shall not:

6.1. use the Encroachment for any purpose other than for the existing dwelling and cistern;

6.2. omit or permit anything to be done within, upon or under the Encroachment which shall be or result in a nuisance; and

6.3. use the Encroachment for any unsightly or cluttered outside storage of any materials whatsoever.

LANDOWNER'S INDEMNIFICATION

7. The Landowner, and if more than one, all jointly and severally covenant and agree to indemnify and save harmless the Village from and against any and all cause or causes of actions, claims, demands, damages, liability or expense which the Village may incur arising from or related to the location, or use of the Encroachment by the Landowner in any way whatsoever.

IN WITNESS WHEREOF the parties have hereto affixed their names and seals at the Summer Village of White Sands, in the Province of Alberta on the date first above written.

SUMMER VILLAGE OF WHITE SANDS

Per:

(SEAL)

Per:

LANDOWNERS

Witness:

Witness:

AFFIDAVIT OF EXECUTION

CANADA) I, _____
PROVINCE OF ALBERTA) of _____
TO WIT) in the Province of Alberta,

MAKE OATH AND SAY:

1. **THAT** I was personally present and did see _____ named in the within instrument, who are personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.

2. **THAT** the same was executed at _____, in the Province of Alberta, and that I am the subscribing witness thereto.

3. **THAT** I know the said _____ and they are, in my belief, of the full age of eighteen years.

SWORN before me at _____)
in the Province of Alberta)
this ____ day of March, 2022) _____

A COMMISSIONER FOR OATHS
in and for the Province of Alberta.

CAVEAT

TO THE REGISTRAR OF NORTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that the Summer Village of White Sands, of 5031-50 Street, Box 119 Stettler, AB TOG 2LO in the Province of Alberta, claim an interest under and by virtue of an Encroachment Agreement dated the _____ day of _____ 2022 between the Summer Village of White Sands and _____- of _____ in the Province of Alberta, in respect to Section 651.2 of the Municipal Government Act and amendments thereto, in:

Lot 27, Block 5, Plan 7920410

EXCEPTING THEREOUT ALL MINES AND MINERALS

being lands standing in the register in the name _____ of _____ in the Province of Alberta and I forbid the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be, is expressed to be subject to my claim.

Pursuant to an Encroachment Agreement made in writing and dated the _____ day of _____ 2022, and entered into between the Summer Village of White Sands and _____ a copy of which Agreement is attached hereto, and which Agreement is pursuant to a condition of compliance approval granted by the Caveator and pursuant to Section 651.2 of the Municipal Government Act and amendments thereto.

I APPOINT THE SUMMER VILLAGE OF WHITE SANDS at Stettler, in the Province of Alberta, as the place at which notices and proceeding relating hereto may be served.

DATED this _____ day _____ of 2022, A.D.

SUMMER VILLAGE OF WHITE SANDS

(Seal)

Melissa Beebe
CAO, Summer Village of White Sands

AFFIDAVIT IN SUPPORT OF CAVEAT

CANADA) I, _____
PROVINCE OF ALBERTA) of _____
TO WIT) in the Province of Alberta,

MAKE OATH AND SAY:

- 1. **THAT** I am the agent of the within Caveator.
- 2. **THAT** I believe the said Caveator has a good and valid claim upon the said lands and I say this Caveat is not being filed for the purpose of delaying or embarrassing any person interested therein or proposing to deal therewith.

SWORN before me at _____)
in the Province of Alberta)
this _____ day of March 2022)
)

Melissa Beebe
CAO, Summer Village of White Sands

A COMMISSIONER FOR OATHS
in and for the Province of Alberta.