

**SUMMER VILLAGE OF WHITE SANDS COUNCIL MEETING
AGENDA
JANUARY 15, 2010
11:30 A.M.
TOWN OF STETTLER MUNICIPAL OFFICE**

1. Call to Order
2. Additions to Agenda
3. Adoption of the Minutes of the Regular Summer Village of White Sands Council Meeting held on December 22, 2009 2-7
4. Delegation 11:30 a.m. – Don Elliott, Animal Control Services
5. Financial
 - a. Bank Reconciliation as of December 31, 2009 8
 - b. Accounts Payable as of January 2010 9-10
6. Administration/Current Concerns
 - a. Assessment Complaints Training Update 11-14
 - b. Subdivision Report – Lot 14, Block 7, Plan 0225444 15-19
 - c. Encroachment Agreements
 - Harold & Jennifer Woofenden 20-28
 - Shane Wilson 29-37
 - d. MSP Update 38-47
 - e. Development Officer Report **Verbal**
 - f. Council & Staff Reports **Verbal**
7. Correspondence
 - a. ASVA re: Return of Voluntary Funds (\$1,895) 48
 - b. AB Municipal Affairs re: MSI Approved for New Tractor (\$70,000) 49
 - c. AB Municipal Affairs re: Minister Danyluk – 2010 Grant Funding Outlook 50-51
8. Bylaws
 - a. 126-09 re: Dog Bylaw (2nd & 3rd Readings) 52-56
9. Additions
10. In-Camera Session
11. Next Meeting Date
12. Adjournment

**MINUTES OF THE REGULAR COUNCIL MEETING
OF THE SUMMER VILLAGE OF WHITE SANDS COUNCIL
HELD ON TUESDAY, DECEMBER 22, 2009
IN THE TOWN OF STETTLER MUNICIPAL OFFICE**

Present: Mayor Art Lamoureux
Councillor Lorne Thurston
Councillor Colin Adair (Teleconference)
Chief Administrative Officer Greg Switenky
Maintenance Contractor Allen Berger
Corporate Secretary Charleen Smith

Absent: Contract Development Officer Dave Dittrick

1. **Call to Order:** Mayor Lamoureux called the Council Meeting to order at 11:38 a.m.

2. **Agenda Additions/Approval**

Motion 09:12:01 Moved by Councillor Thurston to approve the agenda with the following addition:

8(a) Maintenance Contractor Report

MOTION CARRIED
Unanimous

3. **Adoption of Minutes**

(a) Minutes of the Regular Council Meeting held on September 11, 2009

Motion 09:12:02 Moved by Councillor Adair that the Minutes of the Regular Council Meeting held on September 11, 2009 be approved as presented.

MOTION CARRIED
Unanimous

4. **Financial** (a) Bank Reconciliations as of September, October & November, 2009

Motion 09:12:03 Moved by Councillor Thurston that the Summer Village of White Sands Council approve that Financial Item 4(a) be accepted for information.

MOTION CARRIED
Unanimous

(b) Statement of Revenue & Expenses as of November 30, 2009

Motion 09:12:04 Moved by Councillor Adair that the Summer Village of White Sands Council approve that Financial Item 4(b) be accepted for information.

MOTION CARRIED
Unanimous

(c) Accounts Payable as of December 17, 2009

Motion 09:12:05 Moved by Councillor Thurston that the Accounts Payable for the period ending December 17, 2009 in the amount of \$49,156.46 having been paid, be accepted as presented.

MOTION CARRIED
Unanimous

5. **Administration/Current Concerns**

(a) Memo re: 2010 Interim Operating Budget

CAO, G. Switenky advised that Section 242 of the *Municipal Government Act (MGA)* requires Council to adopt an Interim Operating Budget for each calendar year. Section 242 further states that Council may adopt an Interim Operating Budget for part of a calendar year. Since the Summer Village's 2010 Operating Budget will not be adopted until May/June 2010, an Interim Operating Budget is required to provide legal expenditure authority per Section 248 of the *MGA*.

Such approval will provide interim expenditure authority prior to the Operating Budget and Tax Bylaw being adopted in the spring. It has been usual Administrative practice to simply approve the same level of expenditure as the previous year.

Motion 09:12:06

Moved by Councillor Adair that the Summer Village of White Sands Council adopt, per Section 242(2) and 248 of the *Municipal Government Act*, an Interim Operating Budget with expenditures totaling \$385,845 for that part of 2010 prior to the Operating Budget being adopted by Council.

MOTION CARRIED
Unanimous

(b) Dog/Quad Survey Update as of November 30, 2009

Mayor Lamoureux reviewed the dog/quad surveys received as of November 30, 2009.

CAO G. Switenky advised that Bylaw 126-09, being the Dog Control Bylaw is on the agenda for 2nd & 3rd readings. He explained that Council can proceed with 2nd & 3rd readings as is, or make amendments to the bylaw prior to 2nd & 3rd readings, or delay further readings of Bylaw 126-09 to a later meeting at which time Animal Control Services can be invited/present to discuss/clarify any concerns Council may have.

Discussion ensued regarding the importance of educating residents regarding new dog and quad bylaws, and that copies of the finally adopted bylaws should be provided to ratepayers via a web link and/or distributed with the spring newsletter.

Further discussion ensued respecting whether the Summer Village should restrict (in the bylaw) the number of dogs allowed on a parcel to a maximum of two (2). It was mutually decided that it would be better to firstly concentrate on enforcing the nuisance type offences such as barking, running at large and defecating on public or private property. The number of dogs allowed will be discussed further prior to 2nd reading of the bylaw.

Motion 09:12:07

Moved by Councillor Thurston that the Summer Village of White Sands Council table further consideration of the Dog Bylaw 126-09 to a subsequent meeting in January to give Council time to review provisions in the bylaw further. And that Animal Control Services be invited to that meeting to clarify any concerns/issues Council may have.

MOTION CARRIED
Unanimous

(c) Fire Dispatch Service Agreement

CAO, G. Switenky advised that as of April 2009 the province of Alberta has taken over control of Ground Ambulance Services and the cost for ambulance emergency 911 dispatch. As a result of these changes a new service agreement is required for Regional Fire Service 911 dispatching. The previous agreement for joint EMS and Fire Dispatch Services was calculated in 2009 at \$3.25 per capita and was charged to each municipality through the Stettler & District Ambulance Association requisition. In 2010 the Summer Village no longer has to pay anything for ambulance services.

The new draft agreement will provide emergency 911 dispatch for Stettler Regional Fire Rescue Services with the Town of Stettler as the managing partner. The new proposed per capita fee for the Fire Department 911 Dispatch is as follows: 2009-\$1.70, 2010-\$1.80, 2011-\$1.85, 2012-\$1.95 and 2013-\$2.05. The cost for each municipality will be invoiced on a monthly basis from the Town of Stettler as it is received from the service provider being the City of Red Deer.

Motion 09:12:08

Moved by Councillor Adair that the Summer Village of White Sands Council approves the ratification of the Fire Dispatch Service Agreement as substantively presented and that appropriate annual expenditures be incorporated into future Operating Budgets.

MOTION CARRIED
Unanimous

(d) Draft re: Integrated Community Sustainability Plan (ICSP)

Summer Village of White Sands Council reviewed the First Draft of an Integrated Community Sustainability Plan. CAO G. Switenky explained that the Plan reflected Council's ongoing priorities respecting roads, trails, playgrounds, regional solid waste, regional water & sewer as well as the environmental protection of the lake respecting beach and boat launch improvements/usage. The Plan is required to access capital funding under the Federal Gas Tax Program (New Deal for Cities and Communities).

Administration is recommending a Council resolution approving in principle the Integrated Community Sustainability Plan Draft as presented. It was suggested that by approving the ICSP, Administration can make copies available to the public via posting it on the Village's website, and will accept feedback from ratepayers respecting the plan prior to its final adoption in the summer of 2010.

Discussion continued regarding whether the installation of no wake zone buoys and swim area buoys was appropriate for addition to the plan. It was mutually agreed that they will be included in the plan. Mayor Lamoureux advised that he will order 15 buoys at a cost of approximately \$150/each with signage declaring a "no wake zone".

Motion 09:12:09

Moved by Councillor Thurston that the Summer Village of White Sands Council approve in principle the Integrated Community Sustainability Plan draft with amendments as presented and that this plan be made available to ratepayers via the web site.

MOTION CARRIED
Unanimous

(e) Development Officer Report

In the absence of Contract Development Officer D. Dittrick the report outlining multi-year development activities was received for information.

(f) Council & CAO Reports

Mayor Lamoureux advised that he would like to see the dog/quad bylaws implemented before the May long-weekend.

Councillor Adair noted that he would like to review the proposed bylaws and invite Animal Control Services to attend the next meeting in January.

Councillor Thurston noted that he would distribute copies of the County of Stettler's quad bylaw for Council to review. He also noted that the Hall Committee has ordered 75 new chairs and purchased a fan for the kitchen.

CAO G Switenky thanked the Summer Village of White Sands Council for the donation of \$150 to the Town of Stettler Christmas gift table. He also thanked Maintenance Contractor Allen Berger for his service throughout the year.

Mayor Lamoureux presented Maintenance Contractor Allen Berger with a \$500 Christmas bonus as appreciation for his commitment and effort to the Summer Village in 2009.

CAO G. Switenky advised that a motion of Council is required respecting a 2010 monthly contract adjustment for Maintenance Contractor Allen Berger.

Discussion ensued regarding an appropriate contract adjustment. Allen's current contract rate is \$2,500 per month.

Motion 09:12:10

Moved by Councillor Adair that the Summer Village of White Sands Council approve a 2010 contract adjustment/increase for Maintenance Contractor Allen Berger from \$2,500 to \$3,000 per month.

MOTION CARRIED
Unanimous

6. Correspondence

- a. County of Stettler re: Road Rejuvenation
- b. RCMP re: Policing Priorities for 2009/10

The three main priorities that the RCMP will be focusing on are: Traffic Safety, Property Crime and Drug Abuse.

- c. Hall Society re: Addition to Hall

Discussion ensued on concerns regarding the hall addition. Mayor Lamoureux will contact the Hall Society with his concerns.

Discussion ensued on emergency electric heaters for the hall and shop. Councillor Thurston will speak with J. Bishop, Director of Stettler Regional Emergency Management Agency.

This item will be discussed further at a subsequent meeting.

- d. E-Mail J. Bishop, Director of Stettler Regional Emergency Management Agency

CAO G. Switenky will contact J. Bishop to attend a Summer Village of White Sands Meeting in the spring to discuss any concerns Council may have respecting emergency management.

- e. Red Deer River Watershed Alliance

- f. Alberta Municipal Affairs

Motion 09:12:11

Moved by Councillor Thurston that the Summer Village of White Sands Council accept correspondence items (a) to (f) for information purposes.

MOTION CARRIED
Unanimous

7. **Bylaws**

- (a) Bylaw 126-09 re: Dog Bylaw

It was earlier agreed that further consideration of Bylaw 126-09 be tabled to a subsequent meeting in January to give Council time to review provisions of bylaw further. And that Animal Control Services be invited to that meeting to clarify any concerns/issues Council may have.

8. **Additions**

- (a) Maintenance Contractor Report

Maintenance Contractor A. Berger advised Council respecting the following work/project initiatives he would like to undertake:

- Purchase of five 55 gal containers for recycling purposes at the Transfer Station.
- Extend fence approximately 15 ft. for two extra dumpsters within the transfer site. Discussion ensued regarding pedestrian safety issues associated with the garbage truck retreating from the current site. Lorne and Allen will look at the site to see if further modifications can be made to improve the situation. It was mutually agreed that Allen will try to be at the site to assist the garbage truck driver when dumping.
- Purchase of approximately 10 large plastic barrels for garbage/recycling at the beach. Art agreed to look into supplier options.
- Check on shop insurance for welding purposes.
- Remove bench on top of hill near hall and install near the hall access to the beach.

9. In-Camera Session

None

10. Next Meeting Date

The next meeting will be held on Friday, January 15, 2010 at 11:30 a.m.

11. Adjournment

Motion 09:12:12

Moved by Councillor Adair that this Regular Meeting of the Summer Village of White Sands Council be adjourned.

MOTION CARRIED
Unanimous at 1:16 p.m.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

**TOWN OF STETTLER
BANK RECONCILIATION
AS OF NOVEMBER 30, 2009**

Net Balance at End of Previous Month	\$	7,974,012.23
ADD: General Receipts		929,467.81
Interest Earned		3,346.52
Investments Matured		-
SUBTOTAL		8,906,826.56
LESS: General Disbursements		3,150,495.91
Payroll		171,743.42
Investments		-
Debenture Payments		-
Returned Cheques		1,995.87
Bank Charges		852.43
SUBTOTAL		3,325,087.63
NET BALANCE AT END OF CURRENT MONTH	\$	5,581,738.93
Balance at End of Month - Bank		6,599,440.35
ADD: Outstanding Deposits		7,946.76
LESS: Outstanding Cheques		1,025,648.18
		1,025,648.18
NET BALANCE AT END OF CURRENT MONTH	\$	5,581,738.93
INVESTMENTS:		
\$U.S. Money Market Account		16,978.68
		-
SUBTOTAL		16,978.68
TOTAL CASH ON HAND AND ON DEPOSIT	\$	5,598,717.61

THIS STATEMENT SUBMITTED TO COUNCIL THIS 15th DAY DECEMBER 2009

MAYOR

ASSISTANT CAO

Ranges:	From:	To:	From:	To:
Vendor ID	First	Last	Chequebook ID	First
Vendor Name	First	Last	Cheque Number	3630
Cheque Date	First	Last		3644

Sorted By: Cheque Number

Distribution Types Included:All

Vendor Name	Cheque Number	Cheque Date	Cheque Amount
AgLine	3630	2010-01-1	\$145.13

Invoice Description		Invoice Number	Invoice Amount
Supplies		04 6407478	\$145.13

Alta Gas Utilities	3631	2010-01-1	\$229.42

Invoice Description		Invoice Number	Invoice Amount
Natural Gas		DECEMBER 2009	\$229.42

Association of Summer Villages	3632	2010-01-1	\$750.00

Invoice Description		Invoice Number	Invoice Amount
2010 Membership		100104	\$750.00

Bashaw Concrete Products Ltd.	3633	2010-01-1	\$6,142.50

Invoice Description		Invoice Number	Invoice Amount
Boat Launch Pads		BC16838	\$6,142.50

Berger, Allen	3634	2010-01-1	\$225.00

Invoice Description		Invoice Number	Invoice Amount
Fuel & Cell		100104	\$225.00

County of Stettler #6	3635	2010-01-1	\$11,160.79

Invoice Description		Invoice Number	Invoice Amount
Buffalo Lake IDP		17708	\$732.64
Road Warrior		17689	\$10,428.15

IJD Inspections Ltd.	3636	2010-01-1	\$299.27

Invoice Description		Invoice Number	Invoice Amount
Permit Fees		BP NOV-09	\$299.27

Jubilee Insurance Agencies	3637	2010-01-1	\$280.16

Invoice Description		Invoice Number	Invoice Amount
Bond & Crime		00002850	\$280.16

Municipal Property Consultants	3638	2010-01-1	\$7,751.36

Invoice Description		Invoice Number	Invoice Amount
Assessor		17006	\$7,751.36

Vendor Name	Cheque Number	Cheque Date	Cheque Amount
Red Deer River Watershed Allia	3639	2010-01-1	\$60.00
Invoice Description	Invoice Number	Invoice Amount	
2010 Funding Request	091016	\$60.00	
Stettler Home Hardware	3640	2010-01-1	\$292.26
Invoice Description	Invoice Number	Invoice Amount	
Toiler Cleaner	76504	\$3.56	
Garbage Can	77695	\$288.70	
Stettler Regional Board of Tra	3641	2010-01-1	\$150.00
Invoice Description	Invoice Number	Invoice Amount	
Heartland Dollars	HAD-VWS11	\$150.00	
Town of Stettler	3642	2010-01-1	\$550.18
Invoice Description	Invoice Number	Invoice Amount	
Power Utility Repayment	IVC013643	\$229.92	
Fuel	IVC013646	\$167.26	
Fire Dispatch Services	IVC013649	\$153.00	
United Farmers of Alberta	3643	2010-01-1	\$540.62
Invoice Description	Invoice Number	Invoice Amount	
Diesel	91370393	\$511.36	
Lubricator	3042-48747	\$20.99	
Shell Albida	3042-49552	\$8.27	
ZAP Municipal Consulting Inc.	3644	2010-01-1	\$1,786.00
Invoice Description	Invoice Number	Invoice Amount	
Contracted Development Officer	2009-116	\$1,786.00	
Total Cheques			\$30,362.69

Greg Switenky

From: AssessmentServicesBranch@gov.ab.ca
Sent: January-05-10 10:01 AM
To: Greg Switenky
Subject: Assessment Complaints Training Updates
Attachments: AR 45126 Admin Law 1.pdf; AR 45126 Principles of Assessment.pdf; AR 45126 registration form.pdf

January 5, 2010

Subject: Assessment Complaints Training Updates

To: All Chief Administrative Officers

Due to the overwhelming enrolment of the Administrative Law I training course for assessment review board clerks, Municipal Affairs has arranged five additional courses. The revised course schedule is attached.

Only new registrants will be accepted for the five additional courses. Registrants who are currently on a waitlist for an Administrative Law I course must update their registration form with the new course date, and resubmit it to the Foundation of Administrative Justice in one of the ways identified below. Before selecting your date, check course availability by visiting:

www.foundationofadminjustice.ca/PDFs/Education/2010%20AMA%20Course%20Schedule.pdf.

Each assessment review board clerk is required to complete the Administrative Law I course, while each assessment review board member is required to complete both the Administrative Law II and the Principles of Assessment course.

To register for either **Administrative Law I or II**, complete the attached form and submit it to the Foundation of Administrative Justice in one of the following ways:

Mail: Foundation of Administrative Justice

3438-78 Avenue, Edmonton, Alberta T6B 2X9

Fax: 780-466-8015

Email: scan the completed form and email it to fajadmin@telus.net

Registration for Administrative Law I or II must be received **three weeks** before the course begins, and space is limited to 25 participants per session. Each registration form must be fully completed and signed by both the requesting participant and the municipality before a seat is reserved, and may also be found at:

www.foundationofadminjustice.ca/PDFs/Education/AMA%20Registration%20Form.pdf

To register for **Principles of Assessment**, log on to:

www.municipalaffairs.alberta.ca, under Programs and Services/Education and Training.

Registration for Principles of Assessment closes **five business days** before the course begins, and space is limited to 25 participants per session.

An assessment review board clerk and member only receives their qualification after attending the full required course(s) and passing the final exam(s) with 65 per cent or higher. The final exam(s) consist of multiple choice, true or false, and short answer questions related to material addressed in the respective course.

Sincerely,

Steve White

Executive Director

Assessment Services Branch

Attachments (3)

Administrative Law I (for assessment review board clerks)*Course Schedule*

Location	Date	Status
Calgary	November 24-25, 2009	Completed
Calgary	February 23-24, 2010	New
Edmonton	December 10-11, 2009	Completed
Edmonton	February 9-10, 2010	New
Grande Prairie	January 18-19, 2010	Full
Grande Prairie	February 11-12, 2010	New
Lethbridge	January 18-19, 2010	Full
Lethbridge	March 31-April 1, 2010	New
Red Deer	December 9-10, 2009	Completed
Red Deer	March 4-5, 2010	New

Administrative Law II (for assessment review board members)*Course Schedule*

Location	Date	Status
Calgary	November 26-27, 2009	Completed
Calgary	February 9-10, 2010	
Calgary	February 11-12, 2010	
Calgary	March 15-16, 2010	
Edmonton	November 19-20, 2009	Completed
Edmonton	January 25-26, 2010	Full
Edmonton	January 28-29, 2010	Full
Edmonton	March 8-9, 2010	Full
Edmonton	March 10-11, 2010	Full
Grande Prairie	January 20-21, 2010	Full
Lethbridge	January 20-21, 2010	Full
Lethbridge	March 18-19, 2010	
Red Deer	February 1-2, 2010	
Red Deer	March 23-24, 2010	
Red Deer	March 25-26, 2010	

Participants will be notified of specific locations upon registration

Training for provincially appointed chairs will occur with board members

Principles of Assessment (for assessment review board members)

Course Schedule

Location	Date	Status
Calgary	November 30 – December 1, 2009	Completed
Calgary	January 21-22, 2010	
Calgary	February 18-19, 2010	
Calgary	March 25-26, 2010	
Edmonton	January 18-19, 2010	Full
Edmonton	February 1-2, 2010	New
Edmonton	February 11-12, 2010	Full
Edmonton	March 15-16, 2010	Full
Grande Prairie	February 8-9, 2010	
Grande Prairie	February 25-26, 2010	
Grande Prairie	March 18-19, 2010	
Lethbridge	January 28-29, 2010	
Lethbridge	February 16-17, 2010	
Lethbridge	March 23-24, 2010	
Red Deer	February 22-23, 2010	
Red Deer	March 29-30, 2010	

Participants will be notified of specific locations upon registration

Training for provincially appointed chairs will occur with board members

SUMMER VILLAGE OF WHITE SANDS SUBDIVISION REPORT

<p>To: Subdivision Authority, Mayor and Council</p> <p>From: Greg Switenky, CAO, Subdivision Administrator</p> <p>Proposal: Creation of Two Parcels from One Parcel (Lot Split) +/- 0.46 acres each</p> <p>Legal Description: Plan 0225444 Block 7 Lot 14</p> <p>Applicant: Carl Cornelssen</p> <p>Existing Land Use Designation: R1 – Low Density Residential</p> <p>Gross Area: ± 1.18 acres</p>	<p>Date: January 11, 2010</p> <p>File: 2009-03</p> <p>General Location: This proposed subdivision is located on Township Road 404 between Buffalo Road and Earl's Way</p> <p>Owner: Tony and Melanie Sera</p> <p>Soils: Clay and loam base</p> <p>Reserves: A 4.71 metre wide Municipal Reserve strip adjacent to Buffalo Road will be required as a condition of subdivision approval.</p>
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EXECUTIVE SUMMARY: The purpose of this application is to create two parcels of +/- 0.46 acres in size from an existing 1.18 acre parcel (Lot 14 Block 7 Plan 0225444). The subject lands are located within the Summer Village of White Sands on Township Road 404 (Municipal Road). The physical characteristic of the undeveloped lands includes rolling land with suitable building sites. The property is currently designated as R1 – Low Density Residential. A Municipal Reserve strip of land adjacent to Buffalo Road will be required to ensure that there will be no access to Buffalo Road, and also to allow for a future open space opportunities. An additional access easement will have to be registered against the remnant parcel in favour of the newly created parcel to enable a physical access road to be constructed to Township Road 404. As a condition of subdivision, the Applicant will be required to pay \$500 (per Summer Village of White Sands Bylaw #61).

REFERRAL EXTERNAL AGENCIES: *Alberta Land Titles* – Plan of survey required, *Atco Electric* – No objection, *Alta Gas* – No objection, *David Thompson Health Region* – No objection, *Stettler School Authority (Clearview Regional)* – No objection. *Telus* – No objection, *County of Stettler* – No objection, *County of Camrose* – No objection, *Summer Village of Rochon Sands* – No objection, *Lacombe County* – No objection, *Stettler Fire Chief* – No objection, *AB Agriculture and Rural Development* – No objection, *Alberta Sustainable Resources and Development* – No objection, *Alberta Transportation* – N/A.

REFERRAL INTERNAL AGENCIES: *Development Officer* – has inspected the site, and reports that the primary issue with this subdivision relates to access. The subject property (Lot 14) and adjacent property (Lot 13) were created in 2002 through subdivision. Access to the parcels is via a shared approach and access easement registered against Lot 14 in favour of Lot 13. This subdivision was approved without created a reserve strip across the Buffalo Road frontage. Section 663 of the Municipal Government Act gives the subdivision authority some discretion concerning the taking of reserves for parcels that are less than 0.8 hectares in size. It is recommended that a Municipal Reserve strip of 4.71 metres be taken across the frontage of Buffalo Road, to be consistent with the subdivision registered to the north of the property.

REFERRAL ADJACENT PROPERTY OWNERS:

Owners of four (4) adjacent properties were informed of the proposed subdivision and each was invited to file written submissions either for or against the proposed subdivision.

TECHNICAL CONSIDERATIONS:

This application has been evaluated in accordance with the matters listed in *Section 7 of the Subdivision and Development Regulations*;

- a. **Topography** – The property contains one hill, and is mostly covered with bush.
- b. **Soil characteristics** – Sandy loam with clay base is common throughout the summer village.
- c. **Storm water collection and disposal** – Lands will drain to the environmental reserve parcel located north of the proposed expanded subdivision.
- d. **Any potential for flooding, subsidence or erosion of land.** – There are no concerns regarding potential erosion or flooding with regard to this application.
- e. **Accessibility to a road.** – Both the newly created parcel and the remnant parcel (Lot 14) will have physical and legal access to Township Road 404 through a 10.0 metre wide access easement. A second 10.0 metre wide access easement will be registered against the remnant parcel (Lot 14) in favour of the new parcel (containing 0.022 acres). It is recommended that a 4.71 metre Municipal Reserve strip be dedicated across the entire frontage of the parcel adjacent to Buffalo Road, to ensure that a driveway will not be constructed to connect to Buffalo Road.
- f. **Water supply, sewage and solid waste disposal** – Servicing inclusive of both water and sanitary will need to be installed at the development stage (by owners at that time). Wells will have to be drilled for water service (or cisterns installed), as well as septic tanks being installed, per Summer Village of White Sands Bylaw #101-05 and #102-05. A “Groundwater Supply Evaluation” prepared in October 1998 stated that the test well characteristics are capable of supporting 111 lots, which is significantly more than proposed than the 39 lots identified in the Pheasant Meadows Outline Plan.
- g. **The Use of land in the vicinity of the Site** – Surrounding lands are designated as R1 – Low Density Residential and RD – Reserved for Future Development, and are consistent with this proposed development.
- h. **Other matters that it considers necessary to determine whether the land that is the subject of the application is suitable for the purpose for which the subdivision is intended:** Staff notes that this application appears to have no development constraints.

GENERAL CONSIDERATIONS:

This application has been evaluated in accordance with the matters listed in Section 654 of the *Municipal Government Act (MGA)*;

- a. **The land that is proposed to be subdivided is, in the opinion of the Subdivision Authority, suitable for the purpose for which the subdivision is intended** – Current zoning/designation of R1- Low Density Residential is consistent with adjacent development. The larger parcels are suitable for allowing options in the placement of future buildings, given the identified topography.
- b. **(1) The proposed subdivision conforms to the provisions of any statutory plan and, subject to subsection (2), any Land Use Bylaw that affects the land proposed to be subdivided,**

(2) The Subdivision Authority may approve an application for subdivision approval even though the proposed subdivision does not comply with the Land Use Bylaw if, in its opinion,
 - (a) the proposed subdivision would not (i) unduly interfere with the amenities of the neighbourhood, or (ii) materially interfere with or affect the use, enjoyment or value of neighbouring parcels of land, and
 - (b) the proposed subdivision conforms with the use prescribed for that land in the Land Use Bylaw.

The proposed development is consistent with the intended long term use of these lands identified in the Land Use Bylaw of the Summer Village of White Sands and the Buffalo Lake Intermunicipal Development Plan.

- c. **The proposed subdivision complies with this Part (MGA) and Regulations under this Part** – No matters/issues of a non-compliant nature have been found. Recommendation to approve the subdivision with conditions.
- d. **All outstanding property taxes on the land proposed to be subdivided have been paid to the municipality where the land is located or arrangements satisfactory to the municipality have been made for their payment pursuant to Part 10 (MGA)** – Recommendation to approve the subdivision with conditions.

POLICY CONSIDERATIONS:

Staff has assessed this site application against the provisions outlined in the *Municipal Government Act* and the *Subdivision and Development Regulation; Alberta Regulation 43/2002*.

CONCLUSION and OPTION:

The proposal to subdivide this parcel is consistent with the surrounding community. Considerations from adjacent property owners and other referral agencies have been reviewed. Staff is recommending approval, subject to the attached conditions. Section 654(3) of the *Municipal Government Act* allows a Subdivision Authority to approve or refuse an application for subdivision approval. The applicant has the right to appeal any decision to the Subdivision and Development Appeal Board of the Summer Village.

STAFF RECOMMENDATION:

THAT the application to allow the subdivision of Plan 0225444 Block 7 Lot 14, enabling the creation of two ± 0.46 acres parcels plus an associated Municipal Reserve parcel has been evaluated in terms of *Section 654 of the Municipal Government Act* and *Section 7 of the Subdivision and Development Regulations*, and having considered adjacent landowners submissions, it is recommended that the application be approved as per the Tentative Plan for the following reasons:

- 1. That the application is consistent with *Section 7 of the Subdivision and Development Regulations;*
- 2. The application is consistent with *Section 654 of the Municipal Government Act;*
- 3. The subject land has the appropriate long term land use;
- 4. There are no major development constraints.

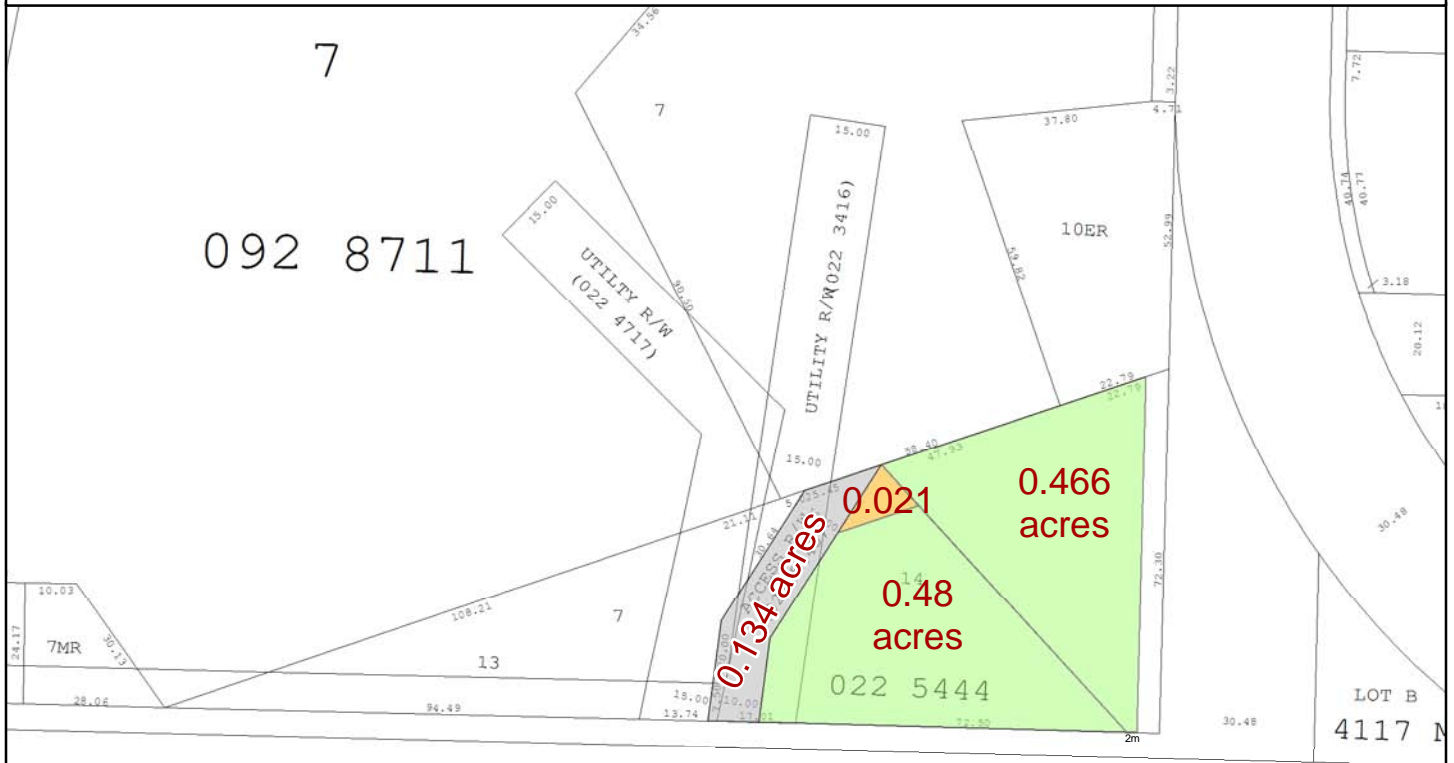
AND FURTHER, in accordance with the *Municipal Government Act*, the application is approved subject to the following conditions:

- 1. Subdivision to be effected by a Plan of Survey, pursuant to *Section 657 of the Municipal Government Act*.
- 2. That the Applicant/Owner pay a subdivision signing fee of \$500 (payable upon subdivision registration as per Summer Village of White Sands Bylaw #61).
- 3. The Applicant provides a copy of the current Land Title for the land proposed to be subdivided.
- 4. That any outstanding property taxes on the land being subdivided are paid or satisfactory arrangements made thereto the Summer Village of White Sands.

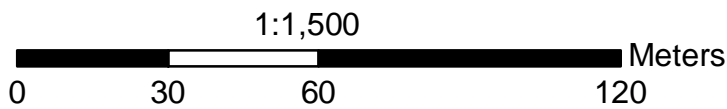
Respectfully submitted,

Greg Switenky
CAO, Subdivision Administrator

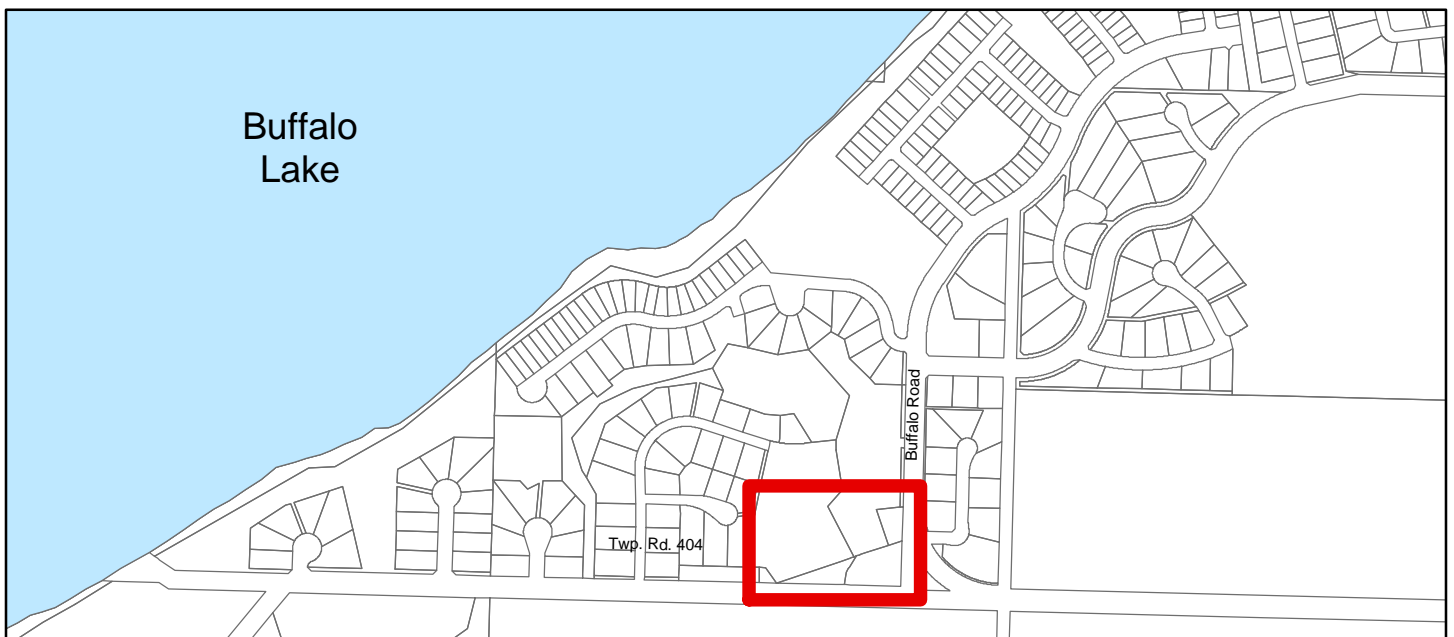
Summer Village of White Sands Proposed Subdivision



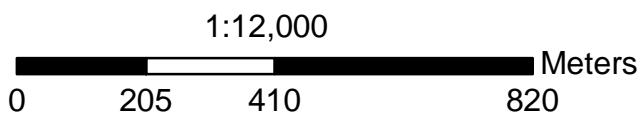
Legend



- Proposed Lots
- Proposed New Access Easement
- Existing Access Easement



Map produced December 2009
 Intended for general information only.
 The Summer Village of White Sands
 is not responsible for any errors or omissions.
 Projection: UTM Zone 12



Subdivision Application 2009-03 (Sera)
Air Photo of Subject Lands



THIS AGREEMENT MADE EFFECTIVE this ____ day of _____, 2010.

BETWEEN:

SUMMER VILLAGE OF WHITE SANDS
a municipal corporation pursuant to the laws of
the Province of Alberta
(hereinafter called the "Summer Village")

- AND -

HAROLD AND JENNIFER WOOFENDEN
(hereinafter called the "Owners")

ENCROACHMENT AGREEMENT

WHEREAS:

- A. The Owners are the registered owners of the lands located within Summer Village of White Sands, in the Province of Alberta, legally described as:

PLAN 9823323
BLOCK 5
LOT 41
EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter referred to as the "Owners' Land");

- B. The Summer Village has control and management of the road right-of-way located along the north boundary of the Owners' Land, which is registered as a road in the Land Titles Office for the North Alberta Land Registration District (hereinafter referred to as the "Kaylee Crescent");
- C. The Owners have constructed a retaining wall on the Owners' Land, a portion of which encroaches upon Kaylee Crescent (which encroaching portion is hereinafter referred to as the "Encroachment");
- D. The Summer Village is prepared to permit the Encroachment to exist upon or over a portion of the Kaylee Crescent, subject to the terms and conditions contained herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the payment of FIVE (\$5.00) DOLLARS paid by the Owners to the Summer Village, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants and agreements contained herein, the Summer Village and the Owners hereby agree as follows:

Grant of Encroachment

1. The Summer Village hereby permits the Encroachment to exist upon Kaylee Crescent in the manner and approximate location as is shown on the diagram which is attached hereto as Schedule "A" to this Agreement, subject to the terms, covenants and conditions contained within this Agreement.

Term and Termination

2. The term of this Agreement shall be for Twenty (20) years, commencing on January 1st, 2010 and expiring on December 31st, 2029, subject to the earlier termination of this Agreement due to breach of contract or as provided for within this Agreement.
3. Subject to section 8 below, in the event that the Encroachment at any time after the date of this Agreement is destroyed or removed from Kaylee Crescent, this Agreement shall automatically terminate, save and except for those terms which survive termination, and all rights and privileges granted to the Owners pursuant to the terms of this Agreement shall immediately expire.
4. In the event that the Encroachment is only partially destroyed, the rights and privileges granted to the Owners pursuant to the terms of this Agreement shall expire with respect to the partially destroyed portion of the Encroachment, PROVIDED ALWAYS that it is unreasonable for the Owners to rebuild the partially destroyed portion of the Encroachment having regard to the nature of the structure, the extent and nature of the damage, and subject to any permission to reconstruct pursuant to section 8 below.
5. Notwithstanding anything contained within this Agreement, this Agreement and all rights and privileges granted to the Owners shall automatically terminate upon the transfer of title to the Owners' Land to any individual, person, or corporation other than the original parties to this Agreement. Furthermore, the Owners shall not, without the prior written consent of the Summer Village, assign, convey, or in any way part with this Agreement or any of the rights and privileges granted pursuant to this Agreement.
6. The Summer Village shall be entitled to terminate this Agreement upon 120 days written notice to the Owners.

Safety and Repair

7. The Owners shall maintain the Encroachment in a reasonable state of repair and in a safe condition having regard to the nature and intended use of the structure.
8. In the event that the Encroachment is significantly destroyed or damaged to the extent of fifty percent or more of its value, the Owners must remove the Encroachment from Kaylee Crescent or obtain the express written consent of the Summer Village to reconstruct the Encroachment over the same portion of Kaylee Crescent, as described in section 1 above.

Removal and Reclamation

9. Upon the termination of the rights and privileges granted to the Owners pursuant to the terms of this Agreement, the Owners shall:
 - (a) remove the Encroachment from Kaylee Crescent; and
 - (b) attend to the repair and reclamation of Kaylee Crescent to the reasonable satisfaction of the Summer Village.

The Owners' obligations under this section shall survive the termination of this Agreement for any reason whatsoever, and shall remain binding upon the Owners until all such obligations are satisfied in full.

10. If, upon termination of this Agreement, the Owners have failed to perform its obligations under Section 9 above, the Summer Village is hereby authorized to enter the Owners' Lands and perform such obligations at the sole expense of the Owners.

Liability

11. The Owners shall indemnify and hold harmless the Summer Village, its employees, and agents from and against any and all claims, damages, costs (including, without restriction, all legal and other professional costs on a solicitor and his own client full indemnity basis), losses, expenses, actions and suits of every kind and nature caused by, or arising directly or indirectly out of the existence of the Encroachment, the exercise or purported exercise of any of the rights granted within this Agreement, or by reason of any matter or anything done, permitted or omitted to be done by the Owners or their heirs, executors, administrators and assigns, and whether occasioned by negligence or otherwise.
12. The Owners hereby assume, and shall remain responsible for all risk of personal injury and damage to all real or personal property, including the Owners' property comprising the Encroachment, arising out of the presence of the Encroachment upon Kaylee Crescent, regardless of how such injury or damage is caused.

13. The Owners' obligations under sections 11 and 12 above shall survive the termination of this Agreement for any reason whatsoever, and shall remain binding upon the Owners until all such obligations are satisfied in full.
14. Throughout the existence of this Agreement, the Owners shall take out and maintain insurance in such form and in such amounts as may be satisfactory to the Summer Village, acting reasonably, and upon request provide the Summer Village with written confirmation of the existence of such insurance (including but not limited to providing copies of the insurance policies). Without limiting the generality of the foregoing, the insurance shall have at least the following coverage, and contain the following terms:
- (a) comprehensive general liability insurance in the amount of ONE MILLION (\$1,000,000.00) DOLLARS for any one occurrence, covering all risks associated with the use and occupation of the Encroachment by the Owners including, without limitation, extended coverage, coverage for public liability, and such other coverage and in such other amounts as the Summer Village may reasonably require;
 - (b) such policies shall name the Summer Village as an additional loss payable with respect to the Encroachment; and
 - (c) such policies of insurance shall contain an undertaking by the insurers to notify the Summer Village in writing of any material change, cancellation or termination of any provision of any policy not less than Thirty (30) days prior to the material change, cancellation or termination thereof.
15. The Summer Village and the Owners shall review and revise the insurance coverage provisions under Section 14 by way of written amendment to the Agreement pursuant to Section 20, ten (10) years into the Agreement to ensure that there is appropriate coverage associated with the use and occupation of the Encroachment by the Owners.

General

16. The Owners shall:
- (a) notify the Summer Village, in writing, of any sale of Owners' Lands;
 - (b) notify the purchaser of the Owners' Lands of the terms of this Agreement; and
 - (c) notify the purchaser of the Owners' Lands that the terms of this Agreement will terminate unless the purchaser enters into an agreement with the Summer Village in a form suitable to the Summer Village.
17. Pursuant to section 72 of the *Land Titles Act* this Agreement, and each of the terms, covenants and conditions contained herein, shall be of the same force and effect for all intents and purposes as a covenant running with the Owners' Land, and subject to the terms

of this Agreement shall be binding upon, and enure to the benefit of, all future owners of the Owners' Land throughout the existence of this Agreement.

18. The Summer Village shall be at liberty to register this Agreement by way of Caveat against the title to the Owners' Lands in order to protect the Summer Village's interests under the terms of this Agreement. Any such Caveat or other registration shall expire and shall forthwith be discharged upon the termination of this Agreement.

19. All notices to be given in relation to this Agreement, as well as all requests for prior written consent required under this Agreement, may be hand delivered or sent by prepaid courier or registered mail addressed to the parties as follows:

(a) to the Owners at: 3524 – 43 Street SW
Calgary, AB, T3E 3P5

Phone: _____
Fax: _____

(b) to the Summer Village at: P.O. Box 119
Stettler, Alberta T0C 2L0

Phone: (403) 742-8305
Fax: (403) 742-1404

or at such other address, in either case, as the Owners or the Summer Village respectively may from time to time appoint in writing. Any notice sent in accordance with this paragraph shall be deemed to be given to and received by the addressee seven (7) days after the mailing thereof, postage prepaid, save and except for during periods of postal interruption and seven (7) days thereafter, in which case all notices required herein shall be sent by pre-paid courier or hand delivered and shall be deemed to have been given upon delivery.

20. This Agreement may be altered or amended in any of its provisions when any such changes are made in writing and signed by the parties hereto.

21. The terms contained within this Agreement, including any recital and any Schedules attached hereto, shall constitute the entire agreement between the parties.

22. Words within this Agreement importing number or gender shall be construed in grammatical conformance with the context or the party or parties in reference.

23. Any term or provision of this Agreement which is found to be invalid or unenforceable shall be severed from the balance of the document, and shall not affect the enforceability of

the remainder of this Agreement.

24. This Agreement shall be governed by the laws of the Province of Alberta.

IN WITNESS WHEREOF the parties have executed this Agreement to be effective the year and date first above written.

SUMMER VILLAGE OF WHITE SANDS

Per: _____

Per: _____

c/s

SIGNED, SEALED AND DELIVERED
in the presence of

)
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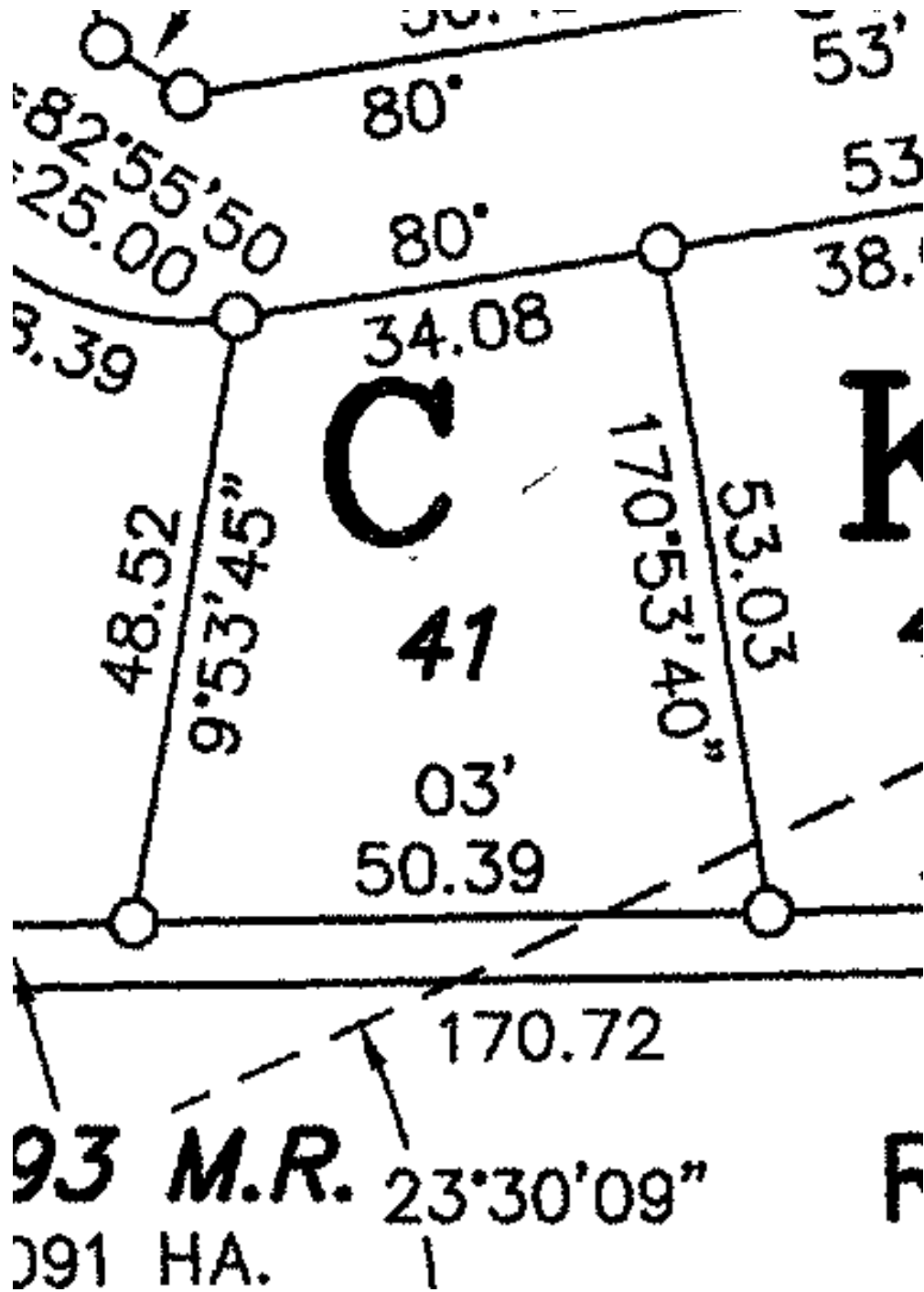
HAROLD WOOFENDEN

Witness

JENNIFER WOOFENDEN

SCHEDULE "A"

The Encroachment



AFFIDAVIT OF EXECUTION

CANADA) I, _____, of the _____
)
PROVINCE OF ALBERTA) of _____, in the Province of Alberta,
)
TO WIT) MAKE OATH AND SAY:

1. THAT I was personally present and did see HAROLD WOOFENDEN AND JENNIFER WOOFENDEN named in the within (or annexed) Instrument, who are personally known to me to be the persons named therein, duly sign and execute the same for the purposes 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 HAROLD WOOFENDEN AND JENNIFER WOOFENDEN and each is, in my belief, of the full age of eighteen years.

SWORN before me at _____)
in the Province of Alberta, this _____)
day of _____, 2010.) _____
)
)

A Commissioner for Oaths in and for)
the Province of Alberta)

DATED this ____ day of _____, 2010.

BETWEEN:

SUMMER VILLAGE OF WHITE SANDS

- and -

HAROLD AND JENNIFER WOOFENDEN

ENCROACHMENT AGREEMENT

SUMMER VILLAGE OF WHITE SANDS

P.O. Box 119

Stettler, Alberta T0C 2L0

Phone: (403) 742-8305

Fax: (403) 742-1404

THIS AGREEMENT MADE EFFECTIVE this ____ day of _____, 2010.

BETWEEN:

SUMMER VILLAGE OF WHITE SANDS
a municipal corporation pursuant to the laws of
the Province of Alberta
(hereinafter called the "Summer Village")

- AND -

SHANE WILSON
(hereinafter called the "Owner")

ENCROACHMENT AGREEMENT

WHEREAS:

- A. The Owner are the registered owner of the lands located within Summer Village of White Sands, in the Province of Alberta, legally described as:
- PLAN 9823323
BLOCK 5
LOT 104
EXCEPTING THEREOUT ALL MINES AND MINERALS
- (hereinafter referred to as the "Owner' Land");
- B. The Summer Village has control and management of the road right-of-way located along the north boundary of the Owner' Land, which is registered as a road in the Land Titles Office for the North Alberta Land Registration District (hereinafter referred to as the "Nicole Way");
- C. The Owner have constructed stairs on the Owner' Land, a portion of which encroaches upon Nicole Way (which encroaching portion is hereinafter referred to as the "Encroachment");
- D. The Summer Village is prepared to permit the Encroachment to exist upon or over a portion of the Nicole Way, subject to the terms and conditions contained herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the payment of FIVE (\$5.00) DOLLARS paid by the Owner to the Summer Village, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants and agreements contained herein, the Summer Village and the Owner hereby agree as follows:

Grant of Encroachment

1. The Summer Village hereby permits the Encroachment to exist upon Nicole Way in the manner and approximate location as is shown on the diagram which is attached hereto as Schedule "A" to this Agreement, subject to the terms, covenants and conditions contained within this Agreement.

Term and Termination

2. The term of this Agreement shall be for Twenty (20) years, commencing on January 1st, 2010 and expiring on December 31st, 2029, subject to the earlier termination of this Agreement due to breach of contract or as provided for within this Agreement.
3. Subject to section 8 below, in the event that the Encroachment at any time after the date of this Agreement is destroyed or removed from Nicole Way, this Agreement shall automatically terminate, save and except for those terms which survive termination, and all rights and privileges granted to the Owner pursuant to the terms of this Agreement shall immediately expire.
4. In the event that the Encroachment is only partially destroyed, the rights and privileges granted to the Owner pursuant to the terms of this Agreement shall expire with respect to the partially destroyed portion of the Encroachment, PROVIDED ALWAYS that it is unreasonable for the Owner to rebuild the partially destroyed portion of the Encroachment having regard to the nature of the structure, the extent and nature of the damage, and subject to any permission to reconstruct pursuant to section 8 below.
5. Notwithstanding anything contained within this Agreement, this Agreement and all rights and privileges granted to the Owner shall automatically terminate upon the transfer of title to the Owner' Land to any individual, person, or corporation other than the original parties to this Agreement. Furthermore, the Owner shall not, without the prior written consent of the Summer Village, assign, convey, or in any way part with this Agreement or any of the rights and privileges granted pursuant to this Agreement.
6. The Summer Village shall be entitled to terminate this Agreement upon 120 days written notice to the Owner.

Safety and Repair

7. The Owner shall maintain the Encroachment in a reasonable state of repair and in a safe condition having regard to the nature and intended use of the structure.
8. In the event that the Encroachment is significantly destroyed or damaged to the extent of fifty percent or more of its value, the Owner must remove the Encroachment from Nicole Way or obtain the express written consent of the Summer Village to reconstruct the Encroachment over the same portion of Nicole Way, as described in section 1 above.

Removal and Reclamation

9. Upon the termination of the rights and privileges granted to the Owner pursuant to the terms of this Agreement, the Owner shall:
 - (a) remove the Encroachment from Nicole Way; and
 - (b) attend to the repair and reclamation of Nicole Way to the reasonable satisfaction of the Summer Village.

The Owner' obligations under this section shall survive the termination of this Agreement for any reason whatsoever, and shall remain binding upon the Owner until all such obligations are satisfied in full.

10. If, upon termination of this Agreement, the Owner have failed to perform its obligations under Section 9 above, the Summer Village is hereby authorized to enter the Owner' Lands and perform such obligations at the sole expense of the Owner.

Liability

11. The Owner shall indemnify and hold harmless the Summer Village, its employees, and agents from and against any and all claims, damages, costs (including, without restriction, all legal and other professional costs on a solicitor and his own client full indemnity basis), losses, expenses, actions and suits of every kind and nature caused by, or arising directly or indirectly out of the existence of the Encroachment, the exercise or purported exercise of any of the rights granted within this Agreement, or by reason of any matter or anything done, permitted or omitted to be done by the Owner or their heirs, executors, administrators and assigns, and whether occasioned by negligence or otherwise.
12. The Owner hereby assume, and shall remain responsible for all risk of personal injury and damage to all real or personal property, including the Owner' property comprising the Encroachment, arising out of the presence of the Encroachment upon Nicole Way, regardless of how such injury or damage is caused.

13. The Owner' obligations under sections 11 and 12 above shall survive the termination of this Agreement for any reason whatsoever, and shall remain binding upon the Owner until all such obligations are satisfied in full.
14. Throughout the existence of this Agreement, the Owner shall take out and maintain insurance in such form and in such amounts as may be satisfactory to the Summer Village, acting reasonably, and upon request provide the Summer Village with written confirmation of the existence of such insurance (including but not limited to providing copies of the insurance policies). Without limiting the generality of the forgoing, the insurance shall have at least the following coverage, and contain the following terms:
- (a) comprehensive general liability insurance in the amount of ONE MILLION (\$1,000,000.00) DOLLARS for any one occurrence, covering all risks associated with the use and occupation of the Encroachment by the Owner including, without limitation, extended coverage, coverage for public liability, and such other coverage and in such other amounts as the Summer Village may reasonably require;
 - (b) such policies shall name the Summer Village as an additional loss payable with respect to the Encroachment; and
 - (c) such policies of insurance shall contain an undertaking by the insurers to notify the Summer Village in writing of any material change, cancellation or termination of any provision of any policy not less than Thirty (30) days prior to the material change, cancellation or termination thereof.
15. The Summer Village and the Owner shall review and revise the insurance coverage provisions under Section 14 by way of written amendment to the Agreement pursuant to Section 20, ten (10) years into the Agreement to ensure that there is appropriate coverage associated with the use and occupation of the Encroachment by the Owner.

General

16. The Owner shall:
- (a) notify the Summer Village, in writing, of any sale of Owner' Lands;
 - (b) notify the purchaser of the Owner' Lands of the terms of this Agreement; and
 - (c) notify the purchaser of the Owner' Lands that the terms of this Agreement will terminate unless the purchaser enters into an agreement with the Summer Village in a form suitable to the Summer Village.
17. Pursuant to section 72 of the *Land Titles Act* this Agreement, and each of the terms, covenants and conditions contained herein, shall be of the same force and effect for all intents and purposes as a covenant running with the Owner' Land, and subject to the terms

of this Agreement shall be binding upon, and enure to the benefit of, all future owner of the Owner' Land throughout the existence of this Agreement.

18. The Summer Village shall be at liberty to register this Agreement by way of Caveat against the title to the Owner' Lands in order to protect the Summer Village's interests under the terms of this Agreement. Any such Caveat or other registration shall expire and shall forthwith be discharged upon the termination of this Agreement.

19. All notices to be given in relation to this Agreement, as well as all requests for prior written consent required under this Agreement, may be hand delivered or sent by prepaid courier or registered mail addressed to the parties as follows:

(a) to the Owner at: 125 Tuscany Springs Landing NW
Calgary, AB, T3L 3B9
Phone: _____
Fax: _____

(b) to the Summer Village at: P.O. Box 119
Stettler, Alberta T0C 2L0
Phone: (403) 742-8305
Fax: (403) 742-1404

or at such other address, in either case, as the Owner or the Summer Village respectively may from time to time appoint in writing. Any notice sent in accordance with this paragraph shall be deemed to be given to and received by the addressee seven (7) days after the mailing thereof, postage prepaid, save and except for during periods of postal interruption and seven (7) days thereafter, in which case all notices required herein shall be sent by pre-paid courier or hand delivered and shall be deemed to have been given upon delivery.

20. This Agreement may be altered or amended in any of its provisions when any such changes are made in writing and signed by the parties hereto.

21. The terms contained within this Agreement, including any recital and any Schedules attached hereto, shall constitute the entire agreement between the parties.

22. Words within this Agreement importing number or gender shall be construed in grammatical conformance with the context or the party or parties in reference.

23. Any term or provision of this Agreement which is found to be invalid or unenforceable shall be severed from the balance of the document, and shall not affect the enforceability of

the remainder of this Agreement.

24. This Agreement shall be governed by the laws of the Province of Alberta.

IN WITNESS WHEREOF the parties have executed this Agreement to be effective the year and date first above written.

SUMMER VILLAGE OF WHITE SANDS

Per: _____

Per: _____

c/s

SIGNED, SEALED AND DELIVERED
in the presence of

)
)
)
)
)
)
)
)
)

SHANE WILSON

Witness

AFFIDAVIT OF EXECUTION

CANADA) I, _____, of the _____
)
PROVINCE OF ALBERTA) of _____, in the Province of Alberta,
)
TO WIT) MAKE OATH AND SAY:

1. THAT I was personally present and did see SHANE WILSON named in the within (or annexed) Instrument, who are personally known to me to be the person named therein, duly sign and execute the same for the purposes 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 SHANE WILSON and is, in my belief, of the full age of eighteen years.

SWORN before me at _____)
in the Province of Alberta, this ____)
day of _____, 2010.) _____
)
)

A Commissioner for Oaths in and for)
the Province of Alberta)

DATED this ____ day of _____, 2010.

BETWEEN:

SUMMER VILLAGE OF WHITE SANDS

- and -

SHANE WILSON

ENCROACHMENT AGREEMENT

SUMMER VILLAGE OF WHITE SANDS
P.O. Box 119
Stettler, Alberta T0C 2L0
Phone: (403) 742-8305
Fax: (403) 742-1404

DRAFT

Summer Village of White Sands

Municipal Sustainability Plan



Approved By Council Resolution on _____



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1. INTRODUCTION

1.1 Municipal Characteristics 2009

The Summer Village of White Sands is situated on the southeast shore of Buffalo Lake. Located in the heart of central Alberta, Buffalo Lake is the largest lake in the area, spanning 124 km² (55 sq. miles). Excellent fishing and boating, along with a broad natural white sand beach, make White Sands a hidden gem. The neighbouring countryside is a nature lover’s paradise, with rolling hills, many acres of wildlife habitat, and one of the largest migratory paths for birds in North America. Deer, moose, coyote, owls, pelicans, geese and countless other birds and animal species make this area their home.



The Summer Village of White Sands is comprised of several subdivisions which have been and continue to be developed over the past forty years. The Summer Village is both a rural residence for working families and retired persons, and a four-season destination recreation centre. The Summer Village has a Council of three elected councillors who own property within the summer village. The Council is very serious about being good stewards of the land and wants to leave natural habitat areas, develop walkways, picnic areas, beaches, parking, marina and recreation areas. Community activities emphasize family, recreation, health, wellness, and participation for all ages.

Quality of life is paramount to all landowners and they want to maintain their country setting. To that end, this Municipal Sustainability Plan is focused on improving the quality of life of residents and the quality of the environment of their surroundings.

White Sands Statistics

<u>Membership in Regional Service Commissions</u>	
Shirley McClellan Regional Water Services Commission	
<u>General Statistics (2009)</u>	
Population –Full Time	120
Number of Cottages within the Summer Village	259
Number of Lots within the Summer Village	395
Total Full Time Positions	1
Total Area of Municipality (hectares)	102
Length of all Open Roads Maintained (kilometers)	10

1.2 Quality of Life Assets

It is recognized that the Summer Village provides basic services and amenities for its residents. Existing public facilities located in the Summer Village include:

Multi Purpose Building – The multi-purpose building is utilized as a community hall which is complete with kitchen facilities, modern bathrooms and handicap accessible; and a village shop, which is utilize to store maintenance equipment.



Tennis Courts – An enclosed tennis facility is located adjacent to the Multi Purpose Building. This facility is used extensively during the spring, summer, and fall months.



Playgrounds – The Summer Village has two playground facilities. The playground located next to the Multi Purpose Facility has been recently upgraded. The other playground is located within CJ Estates (Destini Drive and Aimee Avenue).



Public Beaches – The Summer Village maintains eight beach access points. The municipality provides basic maintenance to ensure that the beach areas can be enjoyed by its residents.

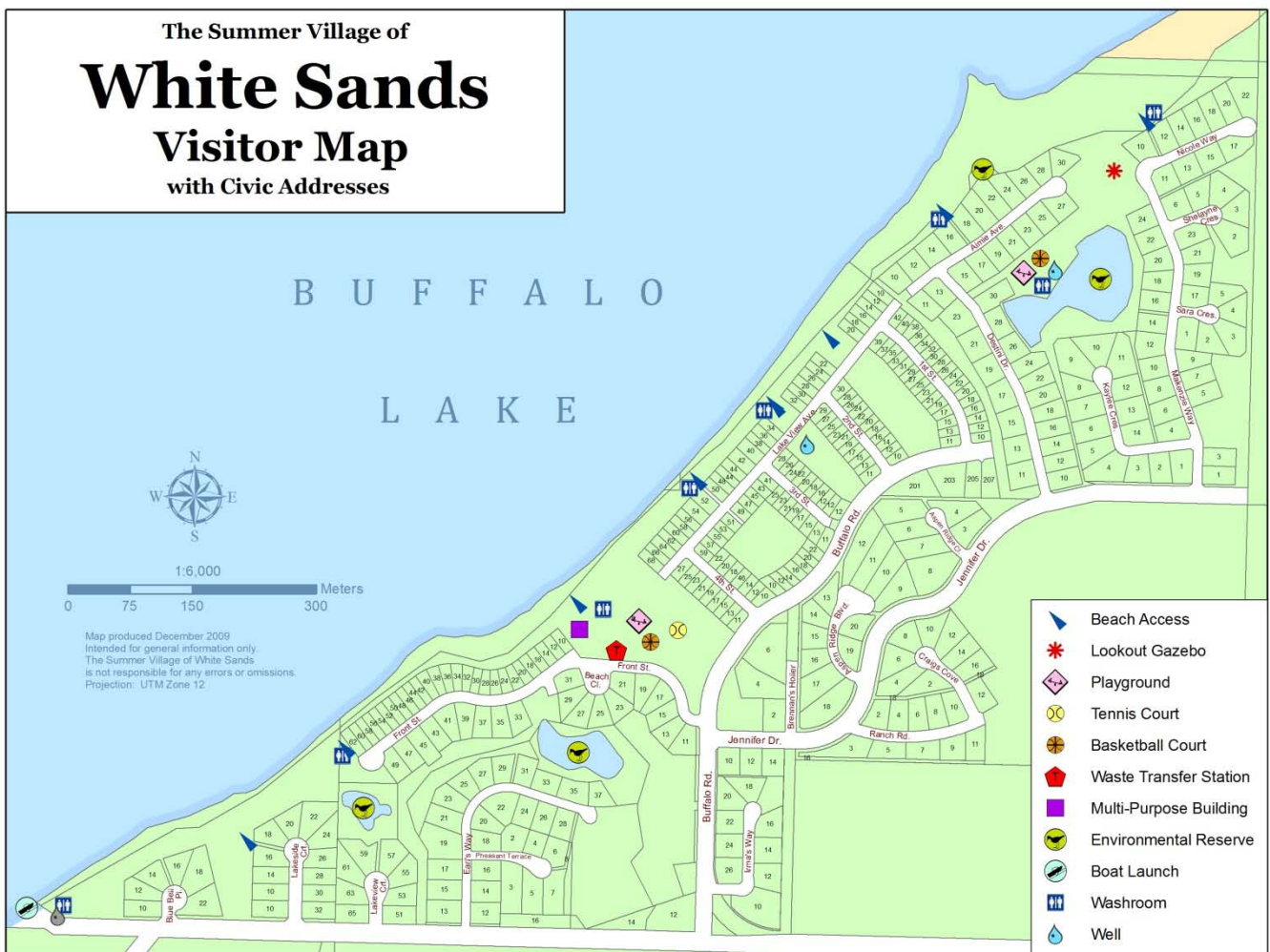


Public Self-Contained Outhouses – The Summer Village maintains eight self-contained outhouse facilities, situated at strategic locations throughout the village.

Solid Waste Transfer Site – The Summer Village is a member of the Stettler Waste Management Authority, and maintains a walk-in solid waste transfer site on Front Street.

Water Wells – The Summer Village maintains two non-potable water wells (Lakeview Avenue and Destini Drive locations).

Public Boat Launch – located on the southern border of the village, this facility includes two launch pad plus a large parking area for trucks and trailers.



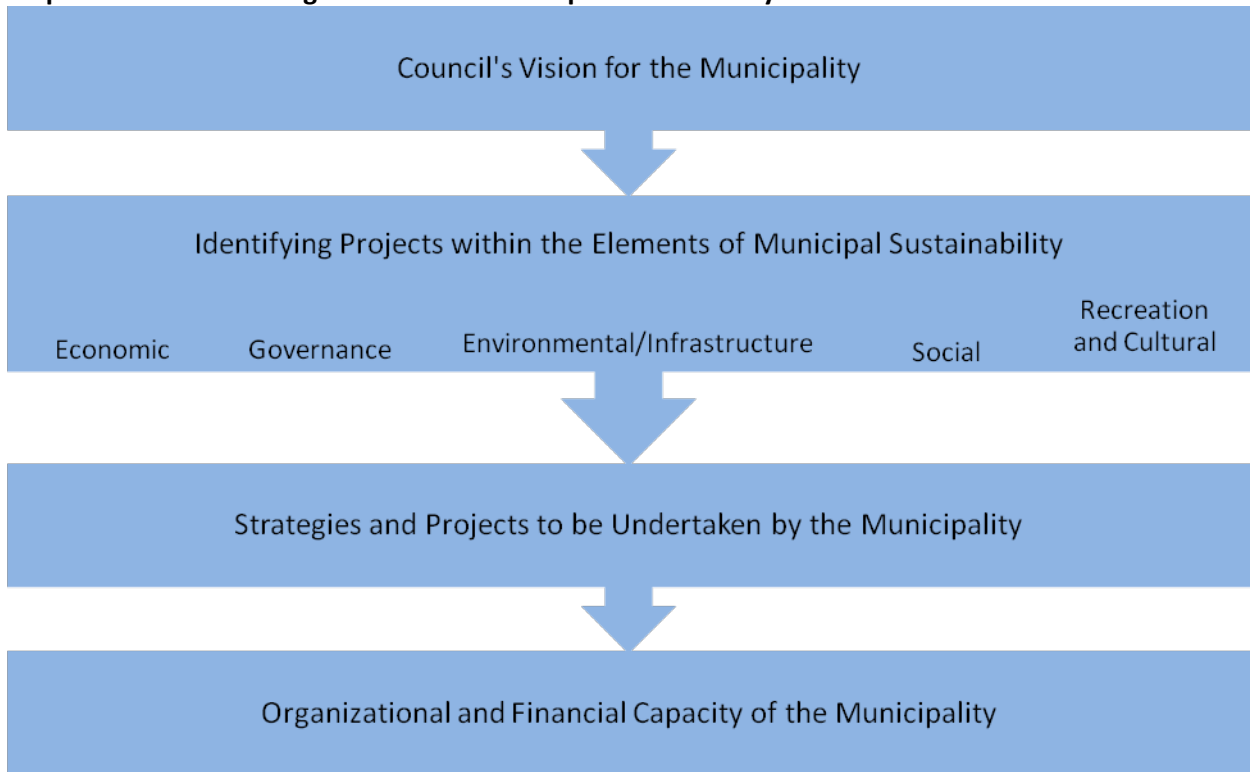
2. BUILDING A COMMUNITY PLAN

2.1 Community Sustainability Plan Overview

In May 2005, the New Deal for Cities and Communities (NDCC) between Canada and Alberta was signed to transfer federal gas tax funding to Alberta municipalities. Subsequently, each Alberta municipality was invited to join this program and signed an agreement with the Province of Alberta outlining the requirements and benefits under the program. The NDCC provides financial assistance to municipalities to support the sustainability of capital municipal infrastructure. Through this investment municipalities have the opportunity to maintain or enhance economic, social and cultural opportunities and well being, while protecting and improving the quality of the environment. Funding under this program supports the development of public transit systems, and water and wastewater systems, solid waste management, community energy systems, and community capacity building. Included in the list of eligible projects are design and engineering services, vehicle purchase, construction and rehabilitation. In addition, the program may include barrier-free transportation initiatives to improve accessibility for seniors and persons with disabilities. As part of the agreement, municipalities are required to develop a Community Sustainability Plan by 2009. This long-range plan has five dimensions – environmental, cultural, social and economic – to be developed through public consultation and will provide direction to their Multi-Year Capital Infrastructure Plan. This plan is intended to be a guiding document to provide direction to Staff as they prepare capital and operating budgets to reflect the funding and resources required to accomplish the goals of Council. The Municipal Sustainability Plan will be reviewed annually as part of the budgeting process and administration should measure how and when the initiatives are being accomplished.

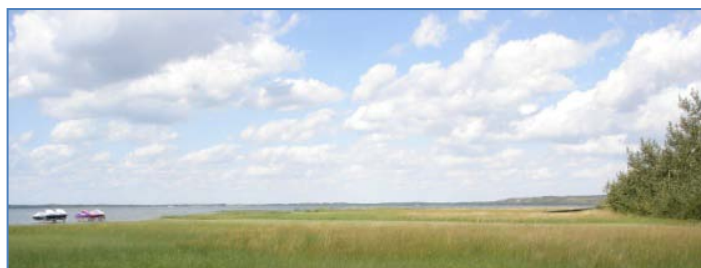


Steps Involved in forming White Sands Municipal Sustainability Plan



3. MUNICIPAL SUSTAINABILITY

3.1 Priority Initiatives



4. KEY RESULTS, STRATEGIES AND ACTIONS

4.1 Economic Strategies

No economic initiatives will be undertaken by the municipality.

4.2 Governance Strategies

Governance Initiatives			
Strategic Priority 4.2.1 Improve Community Communication			
Key Results			
<ul style="list-style-type: none"> ▪ The municipality will distribute a newsletter two times per year to all lot owners. ▪ The municipality will ensure that the White Sands website is regularly maintained. 			
Strategies	When	Budget	Project Champion
<ul style="list-style-type: none"> ▪ Councilors will be required to provide and approve content for the newsletters. 	Ongoing	\$1,000	CAO
<ul style="list-style-type: none"> ▪ Contract individual to update the White Sands home page weekly 	Ongoing	\$2,400	

4.3 Environment and Infrastructure Strategies

Environment and Infrastructure Initiatives			
Strategic Priority 4.3.1 Provision of Dust Control to Main Roads			
Key Results			
<ul style="list-style-type: none"> ▪ Boat Launch Road, Buffalo Road and Jennifer Drive will be surfaced with a dust suppressant. 			
Strategies	When	Budget	Project Champion
<ul style="list-style-type: none"> ▪ The Village will utilize available grant funding to provide dust control to the main roads. 	TBA	-	CAO

Environment and Infrastructure Initiatives			
Strategic Priority 4.3.2 Develop Water and Wastewater Services			
Key Results			
<ul style="list-style-type: none"> ▪ The municipality will have properties serviced with water and wastewater services. 			
Strategies	When	Budget	Project Champion
<ul style="list-style-type: none"> ▪ Municipality to undertake additional studies/engineering to provide public with information with which to make a decision. 	TBA	-	Council
<ul style="list-style-type: none"> ▪ Public engagement through community consultation. 	TBA	-	
<ul style="list-style-type: none"> ▪ Grant application(s) submitted if desired by the Council and community. 	TBA	-	

Environment and Infrastructure Initiatives Strategic Priority 4.3.3 Regional Transfer Station Development			
Key Results			
<ul style="list-style-type: none"> A south shore solid waste transfer station will be developed. 			
Strategies	When	Budget	Project Champion
<ul style="list-style-type: none"> The municipality will lobby for the development of a regional solid waste transfer station. 	Council	Ongoing	SWMA Member

4.4 Social Strategies

Social Initiatives Strategic Priority 4.4.1 Promoting Community Gatherings and Events			
Key Results			
<ul style="list-style-type: none"> Two Annual Events will be Held 			
Strategies	When	Budget	Project Champion
<ul style="list-style-type: none"> Annual events will be organized and held. 	TBA	-	Council

4.5 Recreation and Cultural Strategies

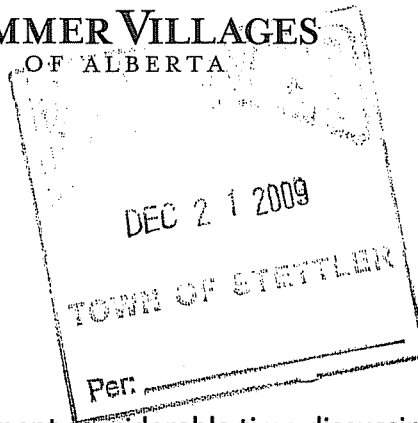
Recreation and Cultural Initiatives Strategic Priority 4.5.1 Improvements to CJ Playground			
Key Results			
<ul style="list-style-type: none"> A Playground Enhancement Project will be Undertaken 			
Strategies	When	Budget	Project Champion
<ul style="list-style-type: none"> Undertake a survey of the neighbourhood to determine needs. 	TBD	-	Volunteers
<ul style="list-style-type: none"> Fundraise, apply for grants, and construct improvements. 	TBD	-	Volunteers

Environment and Infrastructure Initiatives Strategic Priority 4.5.2 Ongoing Boat Launch and Beach Improvement Projects			
Key Results			
<ul style="list-style-type: none"> The Boat Launch and Beaches are Enhanced for Lot Owners. 			
Strategies	When	Budget	Project Champion
<ul style="list-style-type: none"> The Summer Village will construct a portable dock at the boat launch. 	2010	-	Council
<ul style="list-style-type: none"> Several beaches will be maintained. 	Ongoing	-	Council
<ul style="list-style-type: none"> The Summer Village will install “no wake” zone buoys and “swim area” buoys. 	2010	\$2,250	Council

Environment and Infrastructure Initiatives Strategic Priority 4.5.3 Buffalo Lake Ranch Estates Open Space Planning			
Key Results			
<ul style="list-style-type: none"> A Plan will be Developed for Open Spaces at Buffalo Lake Ranch Estates 			
Strategies	When	Budget	Project Champion
<ul style="list-style-type: none"> The Council will work with the Developer to develop an open space plan for the subdivision. 	Future Project	-	Council



Association of
SUMMER VILLAGES
OF ALBERTA



December 7, 2009

Dear ASVA Member,

The Board of Directors of the ASVA has spent considerable time discussing the comments received at the 2009 AGM with respect to concerns of forced dissolution and the future of Summer Villages in Alberta.

As a result of the submissions to the Minister of Municipal Affairs by the AUMA and the AAMD&C, the AGM comments and the poor response to the Associations' request for a voluntary \$5.00 per lot contribution; the Board of Directors has decided to return the funds collected to date.

In the interim, funds from the Associations' reserves will be used to continue participation in this issue.

Have no doubt, the Board will strive to keep apprised of any developments within the Alberta Government. Vice President Chuck is committed to leading the sub-committee in 2010 to do all that is possible to ensure that the Provincial Government is continually reminded that the Summer Villages are viable and do cooperate with their neighbours in a manner that is financially responsible while providing services for their ratepayers.

The ASVA will spend resources wisely. If this initiative requires more funds than the Association has available the need to raise membership dues, as suggested at the AGM, will be considered.

Respectfully,

Art Lamoureux
President

Chuck Déchène
Vice-President

SvWS \$1895.⁰⁰ pd.



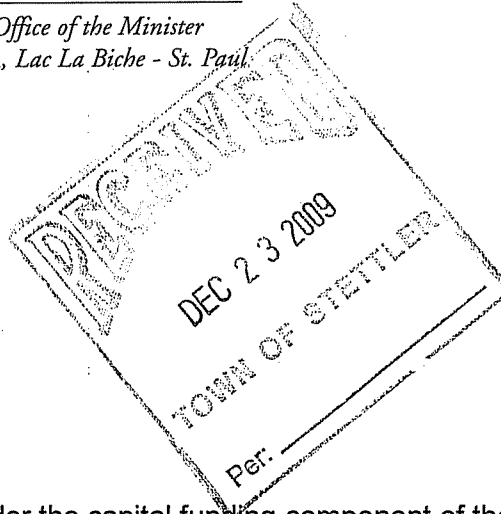
ALBERTA
MUNICIPAL AFFAIRS

Office of the Minister
MLA, Lac La Biche - St. Paul

AR44589

November 27, 2009

His Worship Art Lamoureux, Mayor
Summer Village of White Sands
PO Box 119
Stettler, Alberta T0C 2L0



Art

Dear Mayor Lamoureux:

Thank you for your project application under the capital funding component of the Municipal Sustainability Initiative (MSI).

I am pleased to inform you that the following project has been accepted as a qualifying project under the capital funding guidelines. Your municipality may apply the following amount of your MSI capital funding allocation to the qualifying costs of the project:

CAP-1742 Maintenance Tractor \$70,000

In order to recognize your success through this project, and to recognize the contribution that the MSI has made in achieving this success, please include this project in a published list of MSI-funded projects that is available to the public.

As per the MSI capital guidelines, I may select specific projects that merit enhanced public recognition. If the above project is selected, my ministry will contact you to develop a joint communication plan.

I wish you, your council, and the municipality's staff success with the project.

Sincerely,

Ray Danyluk
Minister

cc: Honourable Jack Hayden, MLA, Drumheller-Stettler
Greg Switenky, Chief Administrative Officer, Summer Village of White Sands



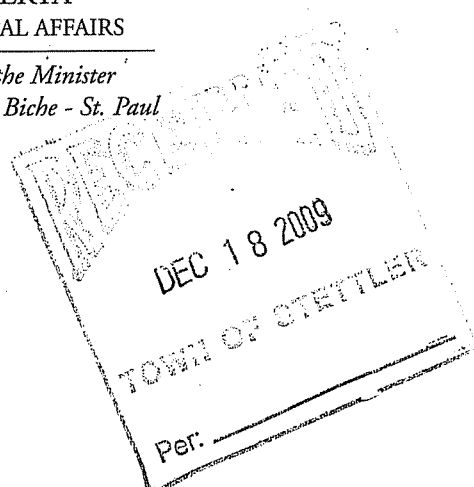
ALBERTA
MUNICIPAL AFFAIRS

Office of the Minister
MLA, Lac La Biche - St. Paul

AR45115

December 14, 2009

His Worship Art Lamoureux, Mayor
Summer Village of White Sands
PO Box 119
Stettler, Alberta T0C 2L0



Dear Mayor Lamoureux:

With the global economic downturn, the past year has been challenging – for you, and for the Government of Alberta. As we finalize *Budget 2010*, we will need to make some difficult decisions to ensure we continue to provide Albertans with the services they rely on and deserve.

Recently, Premier Ed Stelmach outlined the government’s four-point plan to position Alberta for a strong economic recovery:

1. Return the province to a surplus in three years.
2. Use our cash reserves to help us deliver on core public services, like health, education, and seniors’ care.
3. Continue to invest in infrastructure, like roads, water treatment facilities, and libraries.
4. Ensure Alberta’s industries can compete globally and attract investment.

Ensuring Alberta has strong, sustainable, and accountable municipalities is a priority for our government, and a key part of our plan.

During my recent tour of Alberta’s municipalities, you asked for a high level snapshot of *Budget 2010* to help you prepare your budgets for next year. While exact budget numbers for municipalities will be announced as part of *Budget 2010*, we can tell you that we do expect some small budget changes, but hope that the impact will be minimal.

In 2009/10, direct provincial support to Alberta’s municipalities is \$2 billion. Overall, in 2010/11, funding levels are expected to be roughly the same, though individual municipal allocations may vary in accordance with program criteria.

.../2

His Worship Art Lamoureux
Page Two

This includes similar levels of funding as in 2009/10 for programs like:

- the Municipal Sustainability Initiative (including the 2009/10 funding for MSI and the Alberta Municipal Infrastructure Program);
- Municipal Policing Assistance Grants; and
- the Family and Community Support Services program.

While we will make every effort to maintain our support for municipalities as the economy recovers, it is likely that provincial revenues will be much slower to rebound. In light of this, I encourage municipalities to maintain flexibility in their capital plans and focus available funding on the most important strategic priorities.

I hope you find this information useful as you prepare your budgets for next year. Once *Budget 2010* is announced, you will receive letters with your specific funding allocations, as is normal procedure.

Sincerely,



Ray Danyluk
Minister

cc: Greg Switenky, Chief Administrative Officer, Summer Village of White Sands

	<u>5yr Average</u>	<u>2009 only</u>
AMIA	\$ 31,294	\$ 42,438.
MSI - Capital		\$ 27,577
MSI - Operating		\$ 11,202.
		<hr/>
		\$ 81,217

BYLAW NUMBER 126-09

BYLAW NUMBER 126-09 OF THE SUMMER VILLAGE OF WHITE SANDS IN THE PROVINCE OF ALBERTA, BEING A BYLAW TO REGULATE, RESTRAIN THE RUNNING AT LARGE, THE LICENSING, AND IMPOUNDING OF DOGS.

WHEREAS, THE MUNICIPAL GOVERNMENT ACT, R.S.A. 2000, c. M-26 AS AMENDED AND THE PROVINCIAL OFFENCES PROCEDURE ACT, R.S.A. 2000, c. P-34 AS AMENDED, ENABLES A COUNCIL OF THE SUMMER VILLAGE TO PASS BYLAWS RESPECTING WILD AND DOMESTIC ANIMALS, AND ACTIVITIES IN RELATION TO THEM;

NOW THEREFORE, THE MUNICIPAL COUNCIL OF THE SUMMER VILLAGE OF WHITE SANDS, IN THE PROVINCE OF ALBERTA ENACTS A BYLAW REFERRED TO AS THE “DOG CONTROL BYLAW.”

DEFINITION – Part 1

1. “AT LARGE” means a Dog that is present at any place other than the property of its Owner and which is not being carried by any person, or is not otherwise restrained by a person controlling the Dog by means of a securely fastened leash.
2. “CONTRACTOR” means a person under contract by the Summer Village to maintain and administer a pound facility or animal shelter for Dogs.
3. “BYLAW ENFORCEMENT OFFICER” means an employee or independent contractor appointed by the Summer Village to enforce the provision of the Summer Village Bylaws, and includes a member of the Royal Canadian Mounted Police, and when authorized a Community Peace Officer. A Bylaw Enforcement Officer is a Designated Officer for the purposes of s.542 of the Municipal Government Act.
4. “DOG” means either male or female of the canidae family;
5. “OWNER” means:
 - (a) a person who has the care, charge, custody, Possession, or control of a Dog;
 - (b) a person who owns or claims a proprietary interest in a Dog;
 - (c) a person who harbors, suffers, or permits a Dog to be present on any property of the Owner or under that person’s control;
 - (d) a person who claims and receives a Dog from the custody an animal shelter or a Bylaw Enforcement Officer, or;
6. “POSSESSION” means:
 - (a) Exercising physical or effective control of a Dog;
 - (b) Having been given physical or effective control of a Dog by it’s Owner for the purpose of controlling the Dog for a specific period of time;
7. “PRIVATE PROPERTY” means all property within the Summer Village other than property constituting Public Property.
8. “PUBLIC PROPERTY” means property owned by or under the control and management of the Government of Canada, Government of Alberta, or the Summer Village, contained within the boundaries of the Summer Village.
9. “SUMMER VILLAGE” means the Summer Village of White Sands, in the Province of Alberta;
10. “VIOLATION TICKET” means a ticket issued pursuant to Part 2 of the Provincial Offences Procedure Act, R.S.A. 2000, c. P-34, as amended, and any regulations thereunder;

11. “VIOLATION TAG” means a written notice, in a form approved by the Chief Administrative Officer, issued by a Bylaw Enforcement Officer, to advise a person that a violation of this Bylaw has occurred and that, by payment of a specified amount to the Office within a set time period, that person will avoid prosecution for the offence.

OFFENCES AND RESPONSIBILITY OF OWNER – PART 2

1. The Owner of a Dog is guilty of an offence if such Dog:
 - (a) runs At Large;
 - (b) is a Dog in heat and is not confined and housed in the residence of the Owner or in a licensed kennel during the whole of the heat period except for the sole purpose of defecating on the premises of the Owner;
 - (c) defecates on any Public or Private Property other than the property of its Owner and the Owner or person in control of the Dog fails to immediately remove such defecation. This provision shall not apply to a registered guide Dog while it is assisting a blind person;
 - (d) is within a site containing playground apparatus and/or sand play area located on Public or Private Property other than the property of its Owner;
 - (e) barks or howls so as in the opinion of the Bylaw Enforcement Officer based on information gathered to cause an unreasonable disturbance given, but not limited to, location, circumstances, time of day, and duration;
 - (f) damages Public or Private Property;
 - (g) chases any person, animal, bicycle, or motor vehicle;
 - (h) bites any person or animal;
 - (i) attacks or injures any person or animal
2. The Owner of a Dog is guilty of an offence if the Owner:
 - (a) fails to provide identification (Name, Address, Date of birth and Dog Tag number) and proof thereof to a Bylaw Enforcement Officer;
 - (b) provides false or misleading information to a Bylaw Enforcement Officer.
3. No more than two (2) Dogs shall be harbored, suffered, or permitted to remain upon or in any land, house, shelter, room or place, building structure, or premises within the Summer Village unless:
 - (a) the premises are lawfully used for the care and treatment of Dogs operated by and under the charge of a registered veterinarian;
 - (b) the Owner is recognized by the Village to operate a kennel, animal hospital, shelter, pound, or other animal operation;
 - (c) the Dogs in excess of the limit are under six weeks of age and the offspring of a Dog residing at the same location.

RESPONSIBILITIES OF SUMMER VILLAGE ADMINISTRATION – Part 3

1. The Summer Village of White Sands shall arrange for a Pound to be established for the keeping and impounding of Dogs and may do so by entering into an agreement with a Contractor. A Contractor or any such Pound may make rules and regulations for the operation and management of the Pound, provided they are not inconsistent with this Bylaw.
2. The Bylaw Enforcement Officer may seize and impound any Dog found At Large.
3. In the active pursuit of any Dog while that Dog is At Large, any Bylaw Enforcement Officer empowered to apprehend Dogs under this Part is hereby authorized to enter upon any lands surrounding any building at all reasonable times.
4. No person, whether or not he is the Owner of a Dog which is being or has been pursued or captured shall:
 - (a) Interfere with or attempt to obstruct a Bylaw Enforcement Officer who was attempting to capture or who has captured any Dog in accordance with the provisions of this Bylaw;

- (b) Unlock or unlatch or otherwise open the motor vehicle in which Dogs captured for impoundment have been placed, so as to allow or attempt to allow any Dog to escape therefrom;
- (c) Remove or attempt to remove any Dog from the Possession of the Bylaw Enforcement Officer;

RELEASE OF IMPOUNDED DOGS – Part 4

1. The Contractor shall keep all impounded Dogs for a period of no less than three (3) days, including the day of impounding. Sundays and Statutory holidays shall not be included in the computation of the three (3) day period. During this period any healthy Dog may be redeemed by its Owner, upon payment to the Contractor of:
 - (a) Kennel boarding fees as per contract rate for every twenty-four (24) hour period or fraction thereof;
 - (a) Any other fees expended by the Summer Village of White Sands for the Contractor or Bylaw Enforcement Officer to apprehend and/or impound the animal outside of regularly scheduled patrols.
2. At the expiration of the three (3) day period any Dog not redeemed may be destroyed or sold.
3. The Bylaw Enforcement Officer or Contractor shall report any apparent illness, communicable disease, injury, or unhealthy condition of any Dog to a veterinarian and act upon his recommendation. The Owner, if known, shall be held responsible for all expenses so incurred.

PENALTIES – Part 5

1. Any Person who contravenes any provision of this Bylaw is guilty of an offence and is liable on summary conviction to a fine as set out in Schedule “A” herein and in default of payment of any fine, to imprisonment for up to (6) six months.
2. Notwithstanding Section 1 of this Part of this Bylaw, any person who commits a second or subsequent offence under this Bylaw within twelve (12) months of committing a first offence under this Bylaw, may be liable to an increased fine as set out in Schedule “A”.
3. A Bylaw Enforcement Officer is hereby authorized and empowered to issue a Violation Tag to any person who the Bylaw Enforcement Officer has reasonable and probable grounds to believe has contravened any provision of this bylaw;
4. A Violation Tag may be issued to such person:
 - (i) either personally;
 - (ii) by mailing a copy to such person at his last known post office address; or
 - (iii) upon retrieval of such person’s Dog from the Summer Village’s Pound;
5. The Violation Tag shall be in a form approved by the Chief Administrative Officer and shall state:
 - (i) the name of the Owner;
 - (ii) the offence;
 - (iii) the appropriate penalty for the offence as specified in Schedule “A” of this Bylaw;
 - (iv) that the penalty shall be paid within twenty-two (22) days of the issuance of the Violation Tag to avoid possible prosecution; and
 - (v) any other information as may be required by the Chief Administrative Officer.
6. Where a Violation Tag is issued pursuant to this Bylaw, the person to whom the Violation Tag is issued may, in lieu of being prosecuted for the offence, pay the Summer Village the penalty specified on the Violation Tag;
7. Nothing in this Bylaw shall prevent a Bylaw Enforcement Officer from immediately issuing a Violation Ticket.

8. The Bylaw Enforcement Officer may enforce the provisions of this Bylaw, and where a Bylaw Enforcement Officer has reasonable grounds to believe that a provision of this bylaw has been contravened, the Bylaw Enforcement Officer is authorized and empowered to immediately issue a Violation Ticket pursuant to Part 2 of the Provincial Offences Procedures Act, R.S.A. 2000, c. p-34, as amended, to any person who the Bylaw Enforcement Officer has reasonable grounds to believe is responsible for the contravention.
9. Where a Violation Ticket has been issued to a person pursuant to this Bylaw, that person may plead guilty to the offence by submitting to a Clerk of the Provincial Court the specified penalty set out in the Violation Ticket at any time prior to the appearance indicated on the Violation Ticket.
10. The Violation Ticket shall be served upon the person who is believed to be responsible for the contravention under the Bylaw in accordance with the provisions of the Provincial Offences Procedures Act, R.S.A. 2000, c. P-34, as amended.
11. Should any Person be guilty of an offence for which no penalty is specified in Schedule "A" herein, then such Person shall be liable upon summary conviction to a fine of not less than five hundred dollars (\$500.00) and not more than five thousand dollars (\$5,000.00) and in default of payment of any fine, to imprisonment for up to six (6) months.

SEVERABILITY OF BYLAW PROVISIONS – Part 6

1. It is the intention of Summer Village Council that each separate provision of this Bylaw shall be deemed independent of all provisions, and it is further the intention of Council that if any provisions of this Bylaw be declared invalid, all other provisions shall remain valid and enforceable.

COMMENCEMENT OF ENFORCEMENT

Read a first time this 11th day of September, 2009.

Read a second time this 15th day of January, 2010.

Read a third time and finally passed this 15th day of January, 2010.

Mayor

CAO

**SCHEDULE “A”
PENALTIES**

	INFRACTION	FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE
PART 2				
Section 1(a)	Dog runs at large	\$80.00	\$200.00	\$300.00
Section 1(b)	Fail to confine dog in heat	\$100.00	\$200.00	\$300.00
Section 1(c)	Fail to immediately remove dog’s defecation	\$100.00	\$200.00	\$300.00
Section 1(d)	Dog in playground or sand area	\$100.00	\$200.00	\$300.00
Section 1(e)	Dog barks or howls so as to disturb any person	\$100.00	\$200.00	\$300.00
Section 1(f)	Dog damages public or private property	\$150.00	\$300.00	Court
Section 1(g)	Dog chases any person, animal, bicycle, or motor vehicle	\$200.00	\$400.00	Court
Section 1(h)	Dog bites any person or animal	Court	Court	Court
Section 1(i)	Dog attacks or injures any person or animal	Court	Court	Court
Section 2(a)	Fail to provide identification	\$200.00	\$400.00	Court
Section 2(b)	Providing false or misleading information	\$200.00	\$400.00	Court
Section 3	Harboring, suffering, or permitting more than two dogs at a residence.	\$100.00	\$200.00	\$300.00
PART 3				
Section 4(a)	Interfering with a Bylaw Enforcement Officer	\$200.00	\$400.00	Court
Section 4(b)	Unlocking or unlatching a vehicle with an impounded dog	\$200.00	\$400.00	Court
Section 4(c)	Removing or attempting to remove a dog from the possession of a Bylaw Enforcement Officer	\$200.00	\$400.00	Court