

**REGULAR MEETING AGENDA
SUMMER VILLAGE OF BIRCHCLIFF
JANUARY 20, 2022 @ 9:00 A.M.**

A. CALL TO ORDER

B. AGENDA - additions/deletions
 - adoption

C. ADOPTION OF MINUTES - Regular Meeting Minutes, December 16, 2021

D. INFORMATION ITEMS

- 1) Accounts Payable Report
- 2) Development Update
- 3) Public Works Update
- 4) Notice of Public Meeting

E. REQUESTS FOR DECISION

1) **Planning & Development**

- a) Encroachment Agreement
- b) Land Use Bylaw Amendment

F. COUNCIL REPORTS

1) **Council Reports**

- a) Roger Dufresne
- b) Ann Zacharias
- c) Frank Tirpak

2) **Upcoming Meetings**

- a) Next Council Meeting – February 17th, 2022 (potential conflict)

G. ADJOURNMENT

Summer Village of Birchcliff
Regular Meeting Minutes
December 16, 2021

Minutes of a Regular Council Meeting of the Summer Village of Birchcliff, Province of Alberta, held December 16, 2021, in the Summer Village Administration Office at Sylvan Lake, Alberta.

IN ATTENDANCE	Mayor:	Roger Dufresne
	Deputy Mayor:	Ann Zacharias
	Councillor:	Frank Tirpak via Zoom
	CAO:	Tanner Evans
	Public Works Coordinator:	Chris Loov
	Finance Officer:	Tina Leer via Zoom
	Development Officer:	Kara Kashuba
	Recording Secretary:	Carolyn Widmer via Zoom

CALL TO ORDER The Meeting was called to order at 9:00 a.m. by Mayor Dufresne.

AGENDA APPROVAL

BCC-21-040 MOVED by Deputy Mayor Zacharias that the agenda be adopted as amended:

ADD:

D.2 Add Land Use Bylaw to Development Update
D.3 Public Works

CARRIED

CONFIRMATION OF MINUTES

BCC-21-041 MOVED by Councillor Tirpak that the minutes of the regular meeting of Council held on November 25, 2021, be approved as presented.
CARRIED

BCC-21-042 MOVED by Deputy Mayor Zacharias that the minutes of the Municipal Planning Commission held on December 2, 2021, be approved as presented.
CARRIED

INFORMATION ITEMS

- a) Accounts Payable
- b) Development Update
- c) Public Works

BCC-21-043 MOVED by Councillor Tirpak to accept the information items as presented.
CARRIED

BCC-21-044 Land Use Bylaw
MOVED by Deputy Mayor Zacharias that Administration come back with a list of potential Land Use Bylaw amendments for the January meeting.
CARRIED

Summer Village of Birchcliff
Regular Meeting Minutes
December 16, 2021

BCC-21-045 Public Works
MOVED by Deputy Mayor Zacharias that P bollards are installed at the crosswalk on Birchcliff Road behind the church camp.
CARRIED

REQUEST FOR DECISION

PLANNING & DEVELOPMENT

BCC-21-046 Encroachment Agreement Renewal
MOVED by Mayor Dufresne that Council table the item to next Council meeting.
CARRIED

BCC-21-047 Community Docks – Lessons Learned
MOVED by Councillor Tirpak that Administration bring the encroachment agreement, access agreement, and pier policy to the January meeting for further review.

CARRIED

Recess 10:36 am.

Reconvened at 10:48 am.

FINANCE

BCC-21-048 Bank Fees
MOVED by Deputy Mayor Zacharias to reduce municipal costs by discontinuing accepting credit card payments not made through the PlastiQ online system and adding an e-transfer payment option.

CARRIED

BCC-21-049 Budget
MOVED by Deputy Mayor Zacharias to approve the 2022 – 2025 budget as amended.

CARRIED

COUNCIL REPORTS

Mayor Dufresne

- No reports

Deputy Mayor Zacharias

- Sylvan Lake Regional Water/Wastewater Commission
- CAO retiring as of December 31st, 2021
- Sunbreaker Cove system ready to go pending commissioning
- Commissioning now scheduled for January 2022

Summer Village of Birchcliff
Regular Meeting Minutes
December 16, 2021

Councillor Tirpak

- No reports

BCC-21-050 MOVED by Councillor Tirpak to accept the reports as information.
CARRIED

NEXT MEETING
BCC-21-051 MOVED by Mayor Dufresne that the next meeting of Council be held
January 20, 2022, at 9:00 a.m.
CARRIED

BCC-21-052 MOVED BY Mayor Dufresne that Administration work with the Sunnyside
Camp to see which Saturdays in July are available for the AIM meeting.
CARRIED

ADJOURNMENT

BCC-21-053 Moved by Mayor Dufresne that being the agenda matters have been
concluded, the meeting adjourned at 12:39 p.m.

MAYOR DUFRESNE, MAYOR

TANNER EVANS, CAO

Summer Village of Birchcliff

Administration and Finance

Council Date: January 20, 2022

Information Item

Agenda Item: *Accounts Payable Update*

Background:

Total payables processed and presented to Council \$ 21,896.22

The following list identifies any payments over \$3,000:

1. Al's Bobcat & Trucking	\$ 7,769.48
a. Sanding November 15	
b. Sanding Dec 2 to 30th	
2. Triangle Construction Inc	\$ 6,090.00
a. Tree Removal Along Road	
3. WSP Canada Inc	\$ 5,636.22
a. Oct 27/21 Trail Construction	
b. Dec 20/21 Trail Construction	

Council Expense Claims Report:

December 2021

▪ Roger Dufresne	\$ 330.09
▪ Ann Zacharais	\$ 344.25
▪ Frank Tirpak	\$ 300.00

Administrative Recommendations:

Council to accept as information.

Authorities:

MGA 207 (c): The chief administrative officer advised and informs the council on the operations and affairs of the municipality.

Summer Village of Birchcliff
List of Accounts for Approval
Batch: 2021-00092 to 2022-00008

Bank Code - MAIN - General Bank

COMPUTER CHEQUE

Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
1001	2021-12-08	Federation of Canadian	29141-JOG2B3	2022/2023 Membership Renewal	119.57	119.57
1002	2021-12-16	Jabusch, Kevin	1226-Dec 2021	Completions Deposit Refund	500.00	500.00
1003	2021-12-16	Pidherney's	132031	2021 Sewer Force Main Flushing	14,858.98	14,858.98
1004	2021-12-20	Red Deer Catholic Regional	2021-4	Supplementary Tax Requisition 20	2,228.33	2,228.33
1005	2021-12-20	SL Regional Wastewater Comm	1545	Wastewater Services November 20	5,915.22	5,915.22
1006	2021-12-22	Tar-ific Construction Ltd	058063	Phase 1-Sections 4 & 5	121,948.53	121,948.53
1007	2022-01-11	Summer Village of SBC	COMM2021	Boat Launch Enforcement Commis	1,005.28	1,005.28
1008	2022-01-11	SL Regional Wastewater Comm	1555	Governance & Admin Costs 2021	4,231.50	4,231.50
Total Computer Cheque:						150,807.41

EFT

Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
226	2021-12-08	Empringham Disposal Corp	28381	Biweekly Collection-November	409.50	409.50
227	2021-12-08	Rugged West Maintenance Inc.	1229	Oct 25-Snow Fence Install	630.00	630.00
228	2021-11-30	Summer Villages of Norglenwold	2021-00186	Nov 2021 Monthly Shared Costs	12,055.63	
			2021-00182	Nov 2021 Muni Specific Costs	5,239.06	17,294.69
230	2022-01-12	Al's Bobcat & Trucking	18355	Sanding-Dec 17 to Dec 30th	4,036.20	
			18309	Sanding Dec 2, 3,6,8,10,13 and 14	3,421.43	
			18251	Sanding Nov 15th	311.85	7,769.48
231	2022-01-12	Empringham Disposal Corp	29198	Bi Weekly Collection December 20	598.50	598.50
232	2022-01-12	Summer Villages of Norglenwold	2021-00190	December Muni Specific Cost	1,799.32	1,799.32
233	2022-01-12	Triangle Construction Inc	1495	Tree Removal Along Roadway & P	6,090.00	6,090.00
234	2022-01-12	WSP Canada Inc	1051092	Oct 27/21 BC Trail Construction	4,796.22	
			1069185	Birchcliff Trail Construction	840.00	5,636.22
Total EFT:						40,227.71

OTHER

Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
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Date Printed
2022-01-12 2:04 PM

Summer Village of Birchcliff
List of Accounts for Approval
Batch: 2021-00092 to 2022-00008

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OTHER

Payment #	Date	Vendor Name	Invoice #	Reference	Invoice Amount	Payment Amount
2943	2021-12-31	Wells, Michael				
		MPC-Dec22021		Dec 2nd MPC	100.00	100.00
2959	2022-01-07	Alberta School Foundation Fund				
		11945	Accrual	School Funding-December 31st	99,242.06	99,242.06
2964	2022-01-12	Receiver General/ OTH				
		CP12-2021	Accrual	CPP	2.70	2.70
Total Other:						99,344.76

Total MAIN: 290,379.88

Certified Correct This January 12, 2022

Mayor

Administrator



Council Expense Claim Form

NAME: Roger Dufresne

POSITION: Mayor

MONTH ENDING: November-2021

Please follow the below steps for the formulas to work correctly.

1. Save this document to your desktop.
2. Right click the document, hover your mouse over "open with" then select "Adobe Acrobat".

Village Business

DATE	EVENT	TIME SPENT	CLAIM	TOTAL
11/25/21	Regular Council	3	Mayor	\$ 100.00
12/1/21	HRSC	2	Mayor	\$ 100.00
			Title	\$ 0.00
			Title	\$ 0.00
			Title	\$ 0.00
			Title	\$ 0.00
			Title	\$ 0.00
			Title	\$ 0.00
			Title	\$ 0.00
			Title	\$ 0.00
			Title	\$ 0.00
			Title	\$ 0.00
				\$ 200.00

If event is other please type it in.

Travel

COPY

DATE	EVENT	RETURN TRIP TOTALS (KM)	RATE	TOTAL
11/25/21	Regular Council	17.00	\$0.59	\$ 10.03
12/1/21	HRSC	17.00	\$0.59	\$ 10.03
			\$0.59	\$ 0.00
			\$0.59	\$ 0.00
			\$0.59	\$ 0.00
			\$0.59	\$ 0.00
			\$0.59	\$ 0.00
			\$0.59	\$ 0.00
			\$0.59	\$ 0.00
			\$0.59	\$ 0.00
			\$0.59	\$ 0.00
				\$ 20.06

Other Expenses

DATE	EXPENSE	SUBTOTAL	G.S.T	TOTAL
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00

MAYOR: _____

C.A.O: _____

TOTAL PAYABLE: \$ 220.06

TOTAL PAYABLE: \$ 110.03

COPY

Council Expense Claim Form

Summer Village of Birchcliff

January 20, 2022

Planning and Development

Information Item

Agenda Item: Development Update

Background:

Development Permit Update:

Currently there are 94 development permits issued in the Summer Villages (33 in Birchcliff, 3 in Half Moon Bay, 11 in Jarvis Bay, 24 in Norglenwold, and 23 in Sunbreaker Cove).

Current Developments:

1. 110 Birchcliff Road <i>(Require AB site plan & site inspection)</i>	Attached Garage	Issued in 2018
2. 145 Birchcliff Road <i>(Landscaping incomplete)</i>	Demo & Dwelling	Issued in 2018
3. 381 Birchcliff Road	Demolition	Issued in 2018
4. 41 Birchcliff Road	Sport Court	Issued in 2019
5. 127 Birchcliff Road	Demolition	Issued in 2019
6. 183 Birchcliff Road <i>(site inspection complete, conditions outstanding)</i>	Renovations & Garage	Issued in 2019
7. 129 Birchcliff Road	Demolition	Issued in 2019
8. 349 Birchcliff Road	Retaining Wall	Issued in 2019
9. 337 Birchcliff Road	Dwell, Gar., & GuestHouse	Issued in 2019
10. 183 Birchcliff Road	Retaining Wall	Issued in 2020
11. 355 Birchcliff Road	Addition & Det. Garage	Issued in 2020
12. 137 Birchcliff Road	Driveway	Issued in 2020
13. 27A Sunnyside Cabin	Deck	Issued in 2020
14. 93 Birchcliff Road	Deck Addition	Issued in 2020
15. 87 Birchcliff Road	Dwelling	Issued in 2020
16. 141 Birchcliff Road	Driveway	Issued in 2020
17. 71 Birchcliff Road	Demolition	Issued in 2020
18. 363 Birchcliff Road	Escarpment Ret. Walls	Issued in 2021
19. 71 Birchcliff Road <i>(site inspection complete, conditions outstanding)</i>	Escarpment Ret. Walls	Issued in 2021
20. 553 Birch Close	Accessory Building	Issued in 2021
21. 14 Sunnyside Cabin	Demo & Dwelling	Issued in 2021
22. 83 Birchcliff Road	Dwelling	Issued in 2021
23. 369 Birchcliff Road	Garage	Issued in 2021

24.94 Birchcliff Lane	Dwelling	Issued in 2021
25.111 Birchcliff Road	Detached Garage	Issued in 2021
26.383 Birchcliff Road	Asphalt Paving	Issued in 2021
<i>(site inspection complete, conditions outstanding)</i>		
27.59 Birchcliff Road	Driveway	Issued in 2021
28.363 Birchcliff Road	Dwelling Relocation	Issued in 2021
29.361 Birchcliff Road	Lakeside Deck	Issued in 2021
30.83 Birchcliff Road	Lakeside Stairs	Issued in 2021
31.363 Birchcliff Road	Dwelling	Issued in 2021
32.159 Birchcliff Road	Demolition	Issued in 2021
33.71 Birchcliff Road	Dwelling	Issued in 2021

Yearly Report:

A total of 65 Development Permits were issued in all 5 Summer Villages in 2021, 21 of them were Birchcliff's.

In 2020, 36 Development Permits were issued in all 5 Summer Villages, 11 of them were Birchcliff's.

9 Development Permits were closed in 2021 in Birchcliff.

Administrative Recommendations:

Council to accept as information.

Authorities:

Land Use Bylaw #170/13.

Summer Village of Birchcliff

January 20, 2022

Public Works

Information Item

Agenda Item: *Public Works Report*

Background:

The following will provide council an update on Public Works projects and programs:

- Acquiring pricing on buoy and dock installation for new 5 year contracts. Contracts will be worded to allow for termination if the work is not being completed up to the desired standards.
- Administration is waiting to receive a report from Parkland Geotechnical Engineering that outlines protective measures that can be taken on OS 18/19 to help stabilize the bank and shoreline. Administration has asked that the report include information on common best practices that allow for stable shorelines and banks throughout the village. This will assist in planning capital projects for future years.
- Administration is acquiring pricing to install riprap on the unprotected section of OS15S shown in the photos below (just west of the RR15 access). Once a final report is received from Parkland Geo, Administration will come to Council with additional recommendations on actions that can be taken.





Options for Consideration:

Accept as information.

Authorities:

MGA 207 (c) "advises and informs the council on the operation and affairs of the municipality"

Summer Village of Birchcliff

January 20, 2022

Public Works

Information Item

Agenda Item: *Notice of Public Meeting*

Background:

Notice has been given of a potential Lacombe County Land Use Bylaw amendment to allow for a special discretionary use "Treatment Centre" on 76.34 acres located at the intersection of Range Road 1-4 and Township Road 392.

A public Meeting will be held at the property at 1328 Township Road 392 on February 3, 2022 between 5:00PM and 7:00PM, with a powerpoint presentation at 5:15.

The Lacombe County Land Use Bylaw defines "Treatment Centre" as "a centre for the treatment of persons with addiction, such as but not limited to drugs or alcohol, which may include the provision of services including psychotherapy, detoxification, and the dispensing of medication. This includes providing overnight or short-term accommodation to residents but does not include a detention or correction centre."

Options for Consideration:

Accept as information.

Authorities:

MGA 207 (c) "advises and informs the council on the operation and affairs of the municipality"

**NOTICE OF PUBLIC MEETING
LAND USE BYLAW AMENDMENT TO ALLOW FOR A SPECIAL DISCRETIONARY USE
“TREATMENT CENTRE” ON THE EXACT LAND Pt. SW-16-39-01-W5M**



FIRST PUBLIC MEETING

Notice is given that **WORK ON THAT INC.** is in the process to file an application to amend the Lacombe County Land Use Bylaw (LUB) to allow for a special discretionary use “Treatment Centre” on a 30.918 hectares (76.34 acres) property located at the intersection of Range Road 1-4 and Township Road 392, on the exact land Pt. SW-16-39-01-W5M.

A document describing the future requested usage will be available for consultation, and general public is invited to participate in a Public Meeting, by coming at the property, located at **1328 Township Road 392 on February 3, 2022 between 5:00PM and 7:00PM (Powerpoint presentation at 5:15PM)** where the project will be presented and the proponents will be available to take comments and answer questions.

Public Meeting Location:

1328 Township Road 392
Lacombe County, Alberta, T4E 2W6

A copy of the *Land Use Bylaw* amendment request and development information is available for viewing on the County’s website at www.lacombecounty.com.

Further information regarding this project can be obtained from:

Ben Trudeau, B. Sc. URB
Phone: (780) 916-0347
Email: im@workonthat.com
Mail: 10043 81 Avenue NW
Edmonton, AB, T6E 1W7

If you are unable to attend the public meeting or wish to provide additional comments, please send them directly to the developer by February 10, 2022.

Summer Village of Birchcliff

January 20, 2022

Planning and Development

Request for decision

Agenda Item: Encroachment Agreement Renewal

Background:

The following Encroachment Agreement is up for renewal:

- 369 Birchcliff Road – Encroaching staircase.

Encroachment Policy and EA attached.

369 Birchcliff Road is one of the 20 properties that Birchcliff made the decision to have Access Agreements with for encroachments on the Municipal Environmental Open Space. The Encroachment Agreement was in place in 2016. With the Access Agreements being put into place in 2017, this property did not change over to the new Access Agreement. Currently other Access Agreements do not have RPR's as schedule A, they are simply photos of the encroachment (stairs).

Options for Consideration:

1. Approve renewal of encroachment agreement for another 5 year term with an updated agreement and schedule A.
2. Deny renewal of agreement and administration to notify residents that encroachments must be removed within 30 days of letter.
3. Council direct administration to not renew the encroachment agreement and have the homeowners of 369 Birchcliff Road enter into an Access Agreement.

Administrative Recommendations:

Council to direct administration to not renew the encroachment agreement and have the homeowners of 369 Birchcliff Road enter into an Access Agreement.

Authorities:

Birchcliff Encroachment Policy

THIS ENCROACHMENT AGREEMENT MADE THIS ____ DAY OF _____, 2016.

BETWEEN:


(hereinafter called "the Owner")

and

THE SUMMER VILLAGE OF BIRCHCLIFF
(hereinafter called "the Summer Village")

WHEREAS the Owners are the owners of the following described lands, namely:

PLAN 7089MC
BLOCK 1
LOT 3
EXCEPTING THEREOUT ALL MINES AND MINERALS
(hereinafter called "the Owner's lands")

AND WHEREAS the following described lands are under the direction, control and management of the Summer Village.

PLAN 7089MC, BLOCK 1, LOT R (Reserve)
(hereinafter called "Environmental Open Space")

adjacent to the boundary of the Owner's lands;

AND WHEREAS the owners constructed a staircase on the Environmental Open Space, the nature, extent and location of which is designated on the plan annexed as Schedule "A" to this agreement (Hereinafter called "the encroachment") and has requested that the Summer Village consent to the location of same;

AND WHEREAS the Summer Village is prepared to approve the request made by the Owner therein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, and in consideration of the sum of One (\$1.00) Dollar now paid by the Owner to the Summer Village, receipt whereof is hereby acknowledged, and in consideration of the Summer Village approving the request by the Owner, the parties hereto covenant and agree together as follows:

1. The Summer Village hereby authorizes the Owner's location of the said encroachment upon the Environmental Open Space:
 - (a) so long as the encroachment is maintained in an excellent state of repair and does not become a hazard to the general public.

- (b) development permit applications are made to the Summer Village and approvals are obtained from the Summer Village for any maintenance and repair work undertaken to the encroachment.
- 2. The Owner covenants and agrees with the Summer Village that the said encroachment shall not at any time hereafter be enlarged or extended beyond the designation set forth in Schedule "A" and that in the event of default of this covenant, the Summer Village may terminate this agreement, or alternately may give notice requiring the Owner to correct such default by removing, the enlargement or extension within thirty (30) days of the day the Summer Village gives notice of such default.
- 3. Notwithstanding anything herein contained, and provided that the Summer Village required the land on which the encroachment is located for public purpose, the Summer Village may give notice to the Owner requiring the Owner to remove the encroachment from the Environmental Open Space within thirty (30) days of the day the Summer Village gives notice to the Owner. The Owner shall be responsible for and make payment of all costs of removal of the encroachment at the Owner's sole cost and expense and hereby waives all claim or entitlement for any costs, damages or expenses of removal of the encroachment. In the event of default of payment of any sum required to be paid by the Owner hereunder, such amount shall be deemed to be municipal tax and may be collected in the same manner as provided for pursuant to the Municipal Government Act, 2000 Chapter M-26, Statutes of Alberta, as amended from time to time, or successor legislation.
- 4. Should the Owner fail to remove the encroachment from the Summer Village's lands when required pursuant to this agreement and correct such default within the time limited in paragraph 2 hereof, then the Summer Village with its own resources, or through the services of an independent contractor, employed by it for that purpose, shall be at liberty to enter upon the Owner's lands and take all such steps as are necessary to either remove the said encroachment, or to correct the default of the Owner by removing the unauthorized encroachment, and all costs incurred by the Summer Village through its own forces, or through the employment of an independent contractor shall be payable by the Owner to the Summer Village upon demand.
- 5. The Owner shall indemnify and save harmless the Summer Village from, of and against all liability, claims, demands, judgements, suits and damages in connection with the continuance, use and operation of the said encroachment upon the Environmental Open Space.
- 6. The Summer Village shall continue to have and reserves unto itself the full, free and uninterrupted right to occupy and use the encroached area in any manner in which it considers as appropriate but the Summer Village shall not unreasonably interfere with the rights conferred on the Owner.
- 7. The parties hereto covenant and agree that the covenants herein contained shall and are hereby deemed to be covenants running with the land. The Owner acknowledges that the present agreement does not constitute an interest in the Environmental Open Space and that no Caveat or other instrument may be registered against the Summer Village's lands, but the Owner may caveat the Owner's lands with the respect to this agreement.

The Owner acknowledges that the within agreement is not a disposition of an interest in the Environmental Open Space by the Summer Village within the meaning of the Municipal Government Act of Alberta.

8. The Owner shall:
 - (a) maintain the encroached area in a good and husband like manner to the satisfaction of the Summer Village's Development Authority or other authorized administrator.
 - (b) maintain and keep in good and safe repair the encroached area and any structure or thing placed or erected upon or overhanging the encroached area;
 - (c) pay the Summer Village on demand for all damage to property and utilities of the Summer Village arising out of the activities of the Owner on or adjacent to the encroached area, whether or not such activities are in accordance with the rights herein granted to the owner;
 - (d) pay the Summer Village on demand for all costs of repairing any damages to any utilities which may in any way be caused directly or indirectly as a result of, arising from, or be due to the Owners use of the encroached area;
 - (e) the Owner will pay to the Summer Village on or before January 1 of each year, an annual charge for the Encroachment in the sum of FOURTY DOLLARS (\$40.00).
 - (f) this Agreement shall be for five years from the date above stated, unless earlier terminated. If the Owner is not in default of any provisions of this agreement, the Owner may apply to have this agreement renewed for another term.
9. The Owner shall throughout the term of this encroachment agreement provide and keep enforced general liability insurance in the amount of not less than \$1,000,000.00 in respect of injury to, or death of, any person, or damage of any property, which insurance shall:
 - (a) name the Summer Village as an additional insured under the policy, only in respect to liability arising from the encroachment agreement of the Environmental Open Space;
 - (b) be effected with insurers, and upon terms and conditions satisfactory to the Summer Village;
10. Provide for thirty (30) days prior written notice of cancellation of, or material change in the policy to be provided to the Summer Village by the insurer. Notices to be given under this agreement shall be effective upon personal service thereof or seven (7) days after mailing by ordinary mail, in the case of the Summer Village, to:

SUMMER VILLAGE OF BIRCHCLIFF
BAY #8, 14 THEVENAZ INDUSTRIAL TRAIL
SYLVAN LAKE, AB T4S 2J5

In the case of the Owners to:

[REDACTED]
Both of:
369 BIRCHCLIFF ROAD [REDACTED]
BIRCHCLIFF, AB T4S 1R6 [REDACTED]

11. The within agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors in title and assigns.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

WITNESS

WITNESS

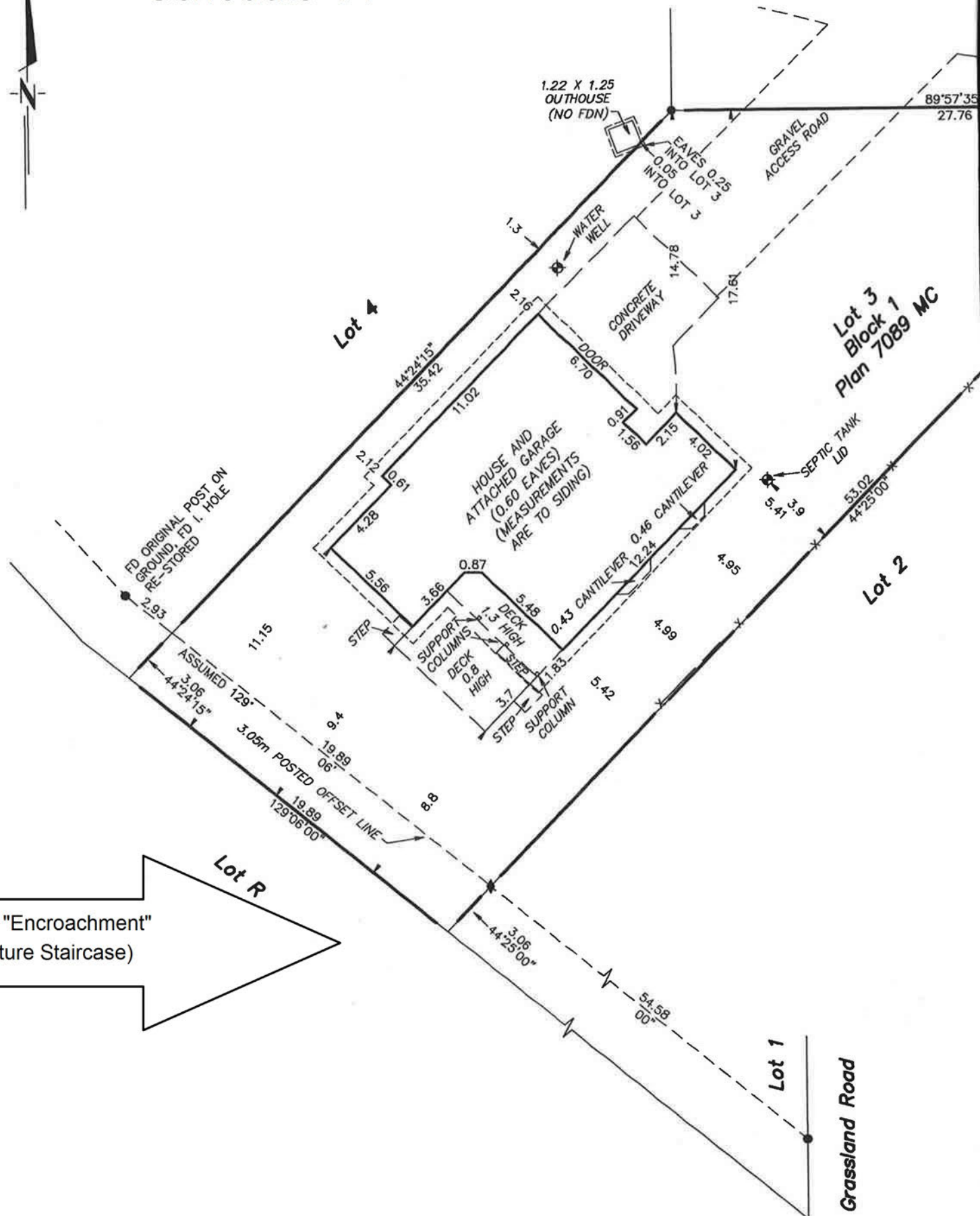
SIGNED BY THE SUMMER VILLAGE OF BIRCHCLIFF to have effect on the above date.

THE SUMMER VILLAGE OF BIRCHCLIFF

per: _____

(seal)

Schedule "A"



The "Encroachment"
(Future Staircase)

SUMMER VILLAGE OF BIRCHCLIFF

Encroachment Policy

Passed: August 20, 2015

Purpose:

The Summer Village of Birchcliff has the responsibility to manage Municipal Reserve, Environmental Reserve, Recreational Leases, Licenses of Occupation and the Shoreline within the boundaries of the municipality.

Statement:

The Summer Village of Birchcliff asserts its right of ownership to all lands owned, leased and managed by the municipality. It is the policy of the Summer Village to work proactively with property owners to remove **encroachments** for all lands owned, leased and managed by the municipality.

Definitions:

“building(s)” includes anything constructed or placed on, in, over or under land but does not include a highway or road or a bridge forming part of a highway or road.

“development” means:

- (a) An excavation or stockpile and the creation of either of them; or
- (b) A **building** or an addition to, or replacement or repair of a **building** and the construction or placing in, on, over or under land of any of them; or
- (c) A change of use of land or a **building** or an act done in relation to land or a **building** that results in or is likely to result in a change in the use of the land or **building**; or
- (d) A change in the intensity of use of land or a **building** or an act done in relation to land or a **building** that results in or is likely to result in a change in the intensity of use of the land or **building**.

“encroachment(s)” means a **building** or **development** that illegally extends onto an adjacent property.

General:

1. The Summer Village requires the removal of all **encroachments** from lands owned, leased or managed by the municipality. The owners of the **encroachment** shall be required to remove the **encroachment** and restore the site to its original / natural state to the satisfaction of the municipality, and or
2. The Summer Village may permit **encroachments** onto property owned, leased or managed by the municipality if the **encroachment** is established and recognized in accordance with the provisions of this policy as of the date of the approval of the Policy.

3. Permitted **encroachments** identified by a letter of consent or a license agreement from the Summer Village of Birchcliff shall have a fee review every 5th year.

Encroachment on Environmental Reserve Lands

1. The Summer Village does not permit any type of **encroachment** on environmental reserve land.

Encroachments on Municipal Reserve Lands, Municipal Leased Properties and or Municipal Managed Properties

1. Existing **Encroachments** deemed by Council to be minor may be permitted provided a consent letter is issued by the Municipality. The consent letter shall include provisions reserving the Municipality's right to require the removal of the **encroachment** at any time at the expense of the owner of the **encroachment** and any other conditions deemed necessary by the municipality. Minor **encroachments** include the storing of piers and boat lifts.
2. Stairs, retaining walls, fire pits and other types of **development** encroaching onto Municipal property, excepting environmental reserves, may be permitted by the Council provided the owner of the **encroachment**:
 - a. Enters into an Agreement with the municipality outlining the terms by which both parties shall manage the **encroachment**.
 - b. Agrees that the existence of the **encroachment** in no way affect the Municipality's ownership of or authority over the lands.
 - c. Agrees to remove the **encroachment** at the encroaching party's expense at any time such removal is required by the municipality.
 - d. Agrees that upon the removal of the **encroachment**, the site will be restored to a condition acceptable to the municipality.
 - e. Provides, at the request of the municipality, a survey plan illustrating the extent of the **encroachment** prepared by a land surveyor registered to practice in the province of Alberta to the satisfaction of the municipality prior to the execution of the agreement.
 - f. Pays all costs incurred by the municipality to facilitate the execution of the agreement.
 - g. Pays the annual **encroachment** fee assessed at time of agreement and reassessed every five years. Fee is calculated on actual square foot assessment of adjacent property (i.e. 1200 sq. ft. lot assessed at 16,000 land value – **encroachment** is 10 sq. ft. ($16,000 / 1200 = 13.33$ assess value per square foot) ($10 \times 13.33 = 133.30$ **encroachment** value) times the mill rate for the current year.



MIN. 2M







Summer Village of Birchcliff

January 20, 2022

Planning and Development

Information Item

Agenda Item: LUB Amendments 170/13

Background:

Administration has been tasked with suggesting a number of Land Use Bylaw amendments. Generally amendments are made when a specific regulation is repeatedly challenged at MPC meetings or variances are being requested frequently. This shows us that as the community changes over time, the LUB regulations may need to be updated.

Administration compiled a list of many potential updates to the LUB. However, many of them were one-off items that we have not seen any requests for from the public. When some of these minor items come up from a developer, the developer can simply ask for a variance to be provided, but it may not be necessary to change the actual bylaw.

The potential changes that administration looked into were around 45 items above and beyond the ones listed here. What we have done is taken what we feel to be the most appropriate changes that can be made without significant public consultation. If we want to look into changing a significant number of things, this would essentially become a LUB refresh/rewrite and would require substantial public consultation. The amendments administration has listed here are mostly dealing with cleaning up language and definitions, and not changing physical development standards as those types of changes may also require more public consultation.

Below is a list of LUB Amendments that Administration is proposing:

1. Part One: 1.3 Current Definition:

“temporary building means a building without any foundation below grade that is intended to be on the parcel for a short-term basis and includes a soft-sided or other structure designed to serve as a temporary garage, storage shelter or greenhouse, but does not include an accessory building, or a guest house;”

Part One: 1.3 Proposed Definition:

“temporary use or building means a use or development for which a development permit has been issued and which is to exist for a timeframe of

up to (but not exceeding) two years, as determined by the Development Authority.”

The revised definition includes more detail stating a maximum timeline and when there can be a temporary building on the lands. The original definition used an undefined “short term basis” which is not ideal.

2. Part One: 1.3 Current Definition:

“breezeway(s) means a roofed open passage connecting two (2) or more buildings”.

Part One: 1.3 Proposed Definition:

“breezeway(s) means a roofed open passage connecting two or more buildings. An accessory building connected to a principal building by way of a breezeway shall not be considered part of the principal building.

This ensures accessory buildings cannot be attached to the dwelling by a breezeway and considered one principal building.

3. Part One: 1.3 Add Definition:

“Development Design Plan means a non-statutory plan prepared by a development proponent in support of a proposal for development. The purpose of a development design plan is to mitigate negative impacts on watershed health as required in the Sylvan Lake Intermunicipal Development Plan. A development design plan includes the following details to the satisfaction of the development authority:

- A planting plan including native vegetation;
- A sediment control plan;
- A drainage plan; and
- Information about site coverage.

A development design plan shall be required at the discretion of the Development Authority and will be enforced as a condition of development approval.”

This term is used in the policy language of the Sylvan Lake Intermunicipal Development Plan and is a requirement for any development in the riparian area.

4. Part Two: 2.3 Add:

“Where a proposed development or redevelopment is within 30.0 m (98.4 ft.) of the top of bank or high water mark of Sylvan Lake, a Development Design Plan shall be submitted as part of a development permit application and enforced as a condition of approval. Determining which feature (top of bank or the high water mark of Sylvan Lake) is appropriate will be at the discretion of

the Development Authority. Submission of the Development Design Plan shall be in accordance with the applicable policies of the Sylvan Lake Intermunicipal Development Plan.

This is to be consistent with Sylvan Lake Intermunicipal Development Plan and Development Plan definition.

5. Part One: 1.7 Current Regulation:

“Development Permit application fees and fees for other matters arising through this Land Use Bylaw will be established by resolution of Council. Council may at any time by resolution increase, decrease or establish new fees for matters covered in this bylaw.

Part One: 1.7 Proposed Regulation:

“Development Permit application fees and fees for other matters arising through this Land Use Bylaw will be established by Council in the Summer Village of Birchcliff Fees Bylaw. Council may amend the bylaw to increase, decrease or establish new fees by an amendment bylaw.”

The way this section is currently worded is incorrect as a bylaw cannot be changed by resolution of Council, it must go through the normal amendment process as any bylaw would. A Land Use Bylaw amendment needs a first reading, a public hearing and then must receive second and third readings to pass. This is in contravention of section 8(c) of the Municipal Government Act, which requires fees to be a set by bylaw.

6. Part Three: 4(7) Current Regulation:

“The subdivision authority shall, as a condition of subdivision approval, require an environmental reserve (or a combination of environmental reserve and environmental reserve easement) of not less than 30 m (98.43 ft.) in width from the high water mark of Sylvan Lake and/or the top of bank of watercourses to the lot line. A greater setback may be required by the subdivision authority based on the recommendations of a geotechnical study undertaken by a qualified professional.”

Part Three: 4(7) Proposed Regulation:

“Subdivision Design Standards to “As a condition of subdivision approval, Environmental Reserves will be taken according to Section 664 of the Act; either in the form of a lot (ownership transferred to the Summer Village) or as an Environmental Reserve Easement (private ownership is retained). The Summer Village may require that the proponent provide hazard land as Environmental Reserve as a condition of subdivision approval.”

As the shoreline has already been subdivided and reserves taken, the municipality is no longer able to take a reserve. However, Section 664 states that the municipality can require the registration of an Environmental Reserve Easement Agreement as a condition of subdivision approval. We can require them when the lots are adjacent to the shoreline of a lake, river, creek or to encompass and provide a buffer around a wetland. If we do apply one, the minimum area you can apply it to is a 6 m strip. If there is a steep bank, the 6m could start from the top of the bank rather than from the legal bank. So it could be larger than 6m to also encompass the lands from the water to the top of the bank. However, an ERE designation mandates that the lands must remain in a natural state in order to protect the shoreline.

7. Part Four: Back-Lot Residential (R2) Site Development 1(b)(i) Current Regulation:

“7.60 m (25 ft.) to the habitable dwelling unit from the side parcel boundary”

Part Four: Back-Lot Residential (R2) Site Development 1(b)(i) Proposed Regulation:

“7.62 m (25 ft.) to the habitable dwelling unit from the side parcel boundary”

This revision is proposed due to error. 25ft is 7.62m

8. Part Three: 2(3) Add:

“No person shall allow a sea can to be placed on a parcel other than during construction with an approved development permit.”

This is to include sea cans in the Land Use Bylaw and states when sea cans can be on the lands.

9. Part Three 2(3)(d) Current Regulation:

“No person shall allow a vehicle of more than 1,000 kg (2,204.62 lbs) Gross Vehicle Weight to be parked or stored in residential districts, except boats, boat trailers, school buses and recreational vehicles.”

Part Three 2(3)(d) Proposed Regulation:

“No person shall allow a vehicle of more than the posted Road Ban weight to be parked or stored in residential districts, except boats, boat trailers and recreational vehicles.”

This proposed revision is to keep the vehicle weight consistent with the road bans and the current 1,000kg is less than an average vehicle of 1,800kg.

10. Part One: 1.3 Current Definition:

“development means:

- (a) An excavation or stockpile and the creation of either of them; or
- (b) A building or an addition to, or replacement or repair of a building

and the construction or placing in, on, over or under land of any of them; or

(c) A change of use of land or a building or an act done in relation to land or a Building that results in or is likely to result in a change in the use of the land or building; or

(d) A change in the intensity of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the intensity of use of the land or building.”

Part One: 1.3 Proposed Definition:

“development means:

(a) An excavation or stockpile and the creation of either of them; or

(b) A building or an addition to, or replacement or repair of a building and the construction or placing in, on, over and under land of any of them; or

(c.) A change of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the use of the land or building; or

(d) A change in the intensity of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the intensity of use of the land or building;

and without restricting the generality of the foregoing, includes:

(e) in the case of a lot used for residential purposes, alterations made to a building or an additional building on the lot whether or not the building is a dwelling or part of a dwelling unit;

(f) in the case of a lot used for other than residential purposes, alterations or additions made to a building on the lot or a use of the lot which would increase either the capacity of the building or the intensity of use of the lot;

(g) the display of advertisements or signs on the exterior of a building or on any land;

(h) the deposit of earth, debris, waste materials, refuse, or any other material on any land, including land already being used for that purpose, or if the natural topography or drainage is altered;

(i) any increase in the number of households occupying and living in any building or on any site, and any construction or alterations or additions which would provide for an increase in the number of households which could occupy and live in any building or on any site, including any increase in the number of dwelling units in a building or on a site;

(j) the placing of refuse or waste material on any land;

(k) the recommencement of the use to which land or a building has been previously put if that use has been discontinued for a period of more than six months;

(l) the continued use of land or of a building for any purpose for which it is being used unlawfully when this Bylaw comes into effect;

- (m) the demolition or removal of a building;
- (n) the placement of an already constructed or a partially constructed building on a parcel of land;
- (o) the use of land for the parking of trailers, bunk houses, portable dwellings, skid shacks, or any other type of portable building whatsoever, whether or not the same has been placed or affixed to the land in any way;
- (p) the removal of topsoil from land;
- (q) the use of land for storage purposes or for the repair of equipment, vehicles or other kinds of machinery;
- (r) the installation of any type of sewage disposal system including but not limited to holding tanks; or
- (s) the digging of a well or installation of a water cistern.

A more fulsome definition of what a development is gives the development authority a greater ability to define what is or is not happening on any given parcel of land.

11. Part One: 1.3 Current Definition:

“parcel coverage means the total percentage of the parcel area covered by buildings or Structures, including but not limited to the main building and any additions to it (e.g. covered decks), hard-surfaced parking facilities, driveways, outdoor storage and display areas, hard landscaped areas and all other impervious surfaces but does not include steps, eaves, or similar projections permitted in this Land Use Bylaw”.

Part One: 1.3 Proposed Definition:

“parcel coverage means the total percentage of the parcel area covered by buildings or Structures, including but not limited to the main building and any additions to it (e.g. covered decks), hard-surfaced parking facilities, driveways, outdoor storage and display areas, hard landscaped areas including but not limited to gravel, reclaimed pavement, crushed rock, turf and all impervious surfaces but does not include steps, eaves, or similar projections permitted in this Land Use Bylaw”.

This revision includes gravel, reclaimed pavement, crushed rock and turf all to be included in the parcel coverage percentage.

12. Part One: 1.3 Current Definition:

“guest house means an accessory building containing sleeping facilities for temporary usage only and may have a bathroom, but shall not have a kitchen or other cooking facilities. A guest house provides overflow accommodation for a detached dwelling located on the same parcel, is not available for rent by a third party, and does not include recreational vehicles and sea cans”.

Part One: 1.3 Proposed Definition:

“guest house means an accessory building containing sleeping facilities for temporary usage only and shall only include bedrooms and a bathroom. A guest house is not a dwelling and provides overflow accommodation for a detached dwelling located on the same parcel, is not available for rent by a third party, and does not include recreational vehicles and sea cans”.

OR

“guest house means an accessory building containing sleeping facilities for temporary usage only and can include bedrooms, bathrooms, and a kitchen. A guest house provides overflow accommodation for a detached dwelling located on the same parcel, is not available for rent by a third party, and does not include recreational vehicles and sea cans”.

This revision will include clear intent on if a kitchen is allowed. The current definition does not allow a kitchen, but it is unclear exactly what defines a kitchen or separates it from a wet bar or kitchenette. Council should decide what the intent is and the direction moving forward.

13. Part One: 1.3 Current Definition:

“grade means the ground elevation established for the purpose of determining building height. In determining grade, the Development Authority shall select from the following methodologies, whichever one best ensures compatibility with neighbouring developments:

(a) If the applicant can show by reference to legal surveys that the predevelopment elevation of the subject parcel varies by no more than 1 m in 30 lineal metres, the Development Authority may determine grade by calculating the average of the highest and lowest elevation on the parcel or above top of bank. Amended by Bylaw #199/17; or

(b) The Development Authority may determine grade by calculating the average of the pre-development elevations at the corners of the parcel as shown on a reliable survey; or

(c) The Development Authority may determine grade by calculating the average elevation of the corners of the main buildings on all properties abutting the subject parcel”.

Part One: 1.3 Proposed Definition:

Along with the above a-c, the addition of:

“The Development Authority may determine grade by calculating the average of the pre-development elevations at the corners of the building as shown on a reliable survey.”

This added way to determine grade is less complex and will be compatible with the development in the village.

14. Part Four: Church Camp Cottage District (CC2) Current Regulation:

“General Purpose To provide an area for residential accommodation for the members of the Alberta and the Northwest Territories District of the Pentecostal Assemblies of Canada and their affiliates for vacation and retreat purposes only and not to be occupied by a permanent resident”.

Part Four: Church Camp Cottage District (CC2) Proposed Regulation:

“General Purpose To provide an area for residential accommodation for the members of the Alberta and the Northwest Territories District of the Pentecostal Assemblies of Canada and their affiliates.”

This revision removes the permanent resident clause.

15. Part One: 1.3 Current Definition:

“church camp cottage(s) means a building used by one (1) or more individuals as a single housekeeping unit during vacations and religious retreats only and not to be occupied by a permanent resident, and which is separate from any other building but does not include a manufactured dwelling unit, guest house or temporary building”.

Part One: 1.3 Proposed Definition:

“church camp cottage(s) means a dwelling unit which is separate from any other building but does not include a manufactured dwelling unit, guest house or temporary building”.

This revision removes the permanent resident and housekeeping clause.

16. Part Three: 1(5) Current Regulation:

A Development Permit shall not be issued for more than:

- (a) One (1) main building on an unsubdivided parcel; and
- (b) Two (2) accessory buildings on an unsubdivided parcel.

This regulation could be up for discussion potentially separating between different districts. For example, it may be reasonable that the back lots have more, or it could be tied to land size. This is a regulation that has come up a few times at different MPC meetings.

17. Part Three: 1(1)g & 1(2)b Current Regulation:

“Accessory building’s combined footprints shall be no larger than 6% of the parcel’s total area, to a maximum of 2200 sq. ft.”

This regulation also pertains to accessory building regulations and is to be considered with the number of accessory buildings.

Administrative Recommendations:

Council to discuss and direct administration to draft a Land Use Bylaw Amendment Bylaw.

Authorities:

Land Use Bylaw #170/13