# REGULAR MEETING AGENDA SUMMER VILLAGE OF NORLGENWOLD MAY 27, 2022 @ 1:00 P.M.

- A. CALL TO ORDER
- B. AGENDA additions/deletions
  - adoption
- C. ADOPTION OF MINUTES Regular Meeting Minutes, April 29, 2022
- D. DELEGATION
  - 1) Gary Zimmermann, Counsel, for owners of 99 Grand Avenue
- E. INFORMATION ITEMS
  - 1) Action Items List
  - 2) Accounts Payable Report
  - 3) Development Update
  - 4) Docks

## F. REQUESTS FOR DECISION

- 1) Council & Legislation
  - a) Subdivision & Development Appeal Board Bylaw
  - b) Subdivision Authority Bylaw
- 2) Planning & Development
  - a) Encroachment Agreement Request
  - b) Land Use Bylaw
  - c) Completions Deposit & Irrevocable Line of Credit

# G. COUNCIL, COMMITTEES AND CORRESPONDENCE

- 1) Council Reports
  - a) Mayor Gurevitch
  - b) Deputy Mayor Ludwig
  - c) Councillor Rattan

# 2) Upcoming Meetings

- a) Council Meeting June 24, 2022
- H. OPEN MIC
- I. ADJOURNMENT

# Summer Village of Norglenwold Regular Meeting Minutes April 29, 2022

Minutes of a Regular Council Meeting of the Summer Village of Norglenwold, Province of Alberta, held April 29, 2022, in the Summer Village Administration Office at Sylvan Lake, Alberta.

**PRESENT** Mayor: Cyril S. Gurevitch, Q.C.

Deputy Mayor:
Councillor:
Public Works Coordinator:
Finance Officer:
Development Officer:
Recording Secretary:

Jeff Ludwig
Nav Rattan
Chris Loov
Tina Leer
Kara Kashuba
Teri Musseau

Delegation: Gary Zimmerman via Zoom

**REGRETS** CAO: Tanner Evans

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

# **AGENDA APPROVAL**

**NGC-22-045** MOVED by Councillor Rattan that the agenda be adopted as amended:

Move: F.3.A. after Delegation Add: F.3.C. Completions Deposit

**CARRIED** 

# **CONFIRMATION OF MINUTES**

NGC-22-046 MOVED by Deputy Mayor Ludwig that the minutes of the Regular

Meeting of Council held on March 25, 2022, be adopted as presented.

**CARRIED** 

# **DELEGATION**

Gary Zimmerman from McLennan Ross joined Council to discuss encroachments at 99 Grand Avenue. Mr. Zimmerman made a presentation on behalf of his clients, Chris and Heather Aldrich, and provided history on the current encroachments. Current encroachments include well shed, house, covered patio, porch, and fence.

As Council was unable to open the video links sent by Mr. Zimmerman and Mr. Zimmerman was unable to answer questions posed by Council regarding his clients, it was decided that Council table the matter until the next Council meeting. Mr. Zimmerman will attend the May Council meeting.

**Encroachment Agreement Request** 

NGC-22-047 MOVED by Councillor Rattan that Council table the Encroachment

Agreement Request until the next meeting.

**CARRIED** 

Gary Zimmerman left the meeting at 9:33 a.m.

# Summer Village of Norglenwold Regular Meeting Minutes April 29, 2022

## **INFORMATION ITEMS**

- 1) Action Items Listing
- 2) Council Calendar
- 3) Accounts Payable Report
- 4) Quarterly Financial Report
- 5) Public Works Report
- 6) Development Update
- 7) Forest Assessment
- 8) Sunbreaker Cove Boat Launch

NGC-22-048 MOVED by Deputy Mayor Ludwig that Council accept the information

items as presented.

**CARRIED** 

### **REQUESTS FOR DECISION**

# **FINANCE & ADMINISTRATION**

Bylaw #263-22 2022 Mill Rate Bylaw

NGC-22-049 MOVED by Deputy Mayor Ludwig that Council give 1st reading to the 2022

Mill Rate Bylaw #263-22.

**CARRIED** 

**NGC-22-050** MOVED by Councillor Rattan that Council give 2<sup>nd</sup> reading to the 2022 Mill

Rate Bylaw #263-22.

**CARRIED** 

NGC-22-051 MOVED by Deputy Mayor Ludwig that by unanimous consent Council give

3<sup>rd</sup> reading to the 2022 Mill Rate Bylaw #263-22 at this meeting.

UNANIMOUSLY CARRIED

NGC-22-052 MOVED by Mayor Gurevitch that Council give 3<sup>rd</sup> and final reading to the

2022 Mill Rate Bylaw #263-22.

**CARRIED** 

# **COUNCIL & LEGISLATION**

Community Watch Program

NGC-22-053 MOVED by Deputy Mayor Ludwig that Administration obtain quotes for

signage (5 signs) for the community watch program.

CARRIED

# **PLANNING & DEVELOPMENT**

**Annexation Assistance** 

NGC-22-054 MOVED by Councillor Rattan that Council accept the bid from Bluerock

Planning for \$14,400, to help with the annexation plan for 3 properties.

CARRIED

**Completions Deposit** 

**NGC-22-055** MOVED by Councillor Rattan that Administration bring forward the

completions deposit policy along with information on irrevocable line of

credit to the next meeting.

CARRIED

# Summer Village of Norglenwold Regular Meeting Minutes April 29, 2022

# **COUNCIL REPORTS**

# Mayor Gurevitch

 Lacombe Regional Emergency Management Plan Tabletop Exercise

# **Deputy Mayor Ludwig**

- Lacombe Regional Emergency Management Plan Tabletop Exercise
- Lacombe Regional Emergency Management Plan Advisory Committee
- Joint Services Committee
- Team up to clean up

# Councillor Rattan

Community Watch Program

NGC-22-056

MOVED by Deputy Mayor Ludwig to accept the Council Reports as information.

**CARRIED** 

## **NEXT MEETING**

NGC-22-057

MOVED by Mayor Gurevitch that the next meeting of Council be held on May 27, 2022, at 9:00 a.m.

**CARRIED** 

## OPEN MIC

## **Victor Marris**

- wants Council to consider peace officer for 5 Summer Villages
- wants Council to consider hiring a college student with good PR skills to speak to people at boat launch at RR 20 and contractors
- wants Administration to check construction sites for bylaw compliance (parking, garbage, mud)
- wants Administration to ensure people don't park in open spaces

# Mary Lynn Brown

- Aspen Lane not put in to service residential lot
- Aspen Lane is public access road and part of road system
- property owner parking on Aspen Lane for long time

# **ADJOURNMENT**

NGC-22-058

MOVED by Mayor Gurevitch that being the agenda matters have been concluded, the meeting adjourned at 10:58 a.m.

CARRIED

CYRIL S. G	BUREVITCH	I, Q.C., MA	YOR

TANNER EVANS, CAO

# **Summer Village of Norglenwold**

May 27, 2022

# **Planning & Development**

# **Delegation**

Agenda Item: 99 Grand Avenue Encroachment Agreement

# **Background:**

Gary Zimmerman from McLennan Ross will be joining Council to discuss encroachments at 99 Grand Avenue on behalf of Chris and Heather Aldrich, and the possibility of renewing the encroachment agreement to include all encroachments.

The encroachment agreement agenda item is on the agenda under Planning & Development for decision. The item was tabled at the April Council meeting for further information and to allow Council additional time to review video submissions.

# **Options for Consideration:**

1) Accept as information.

## **Administrative Recommendations:**

1) Accept as information.

## **Authorities:**

Land Use Bylaw #208/13. Encroachment Policy NGC-20-087

# Summer Village of Norglenwold May 27, 2022 Planning and Development Request for Decision

Agenda Item: Encroachment Agreement Request – 99
Grand Ave

Clarification, answers to questions and claim of potential bias regarding Nav Rattan.

Submissions by Gary F. Zimmermann, McLennan Ross LLP Barrister & Solicitor for:

Chris & Heather Aldrich

#### PART 1 BACKGROUND

- 1. Chris and Heather Aldrich (the "Applicants") purchased a property, including a previously lived-in home, located in the Summer Village of Norglenwold (the "Village") on December 20, 2004 (the "Property").
- 2. The Applicants brought the matter before council on April 29, 2022. Council adjourned the matter to May 27, 2022.
- 3. In anticipation of the continued hearing, the Applicants supply this information for the purposes of providing clarity and answering Questions.
- 4. Encroachment agreements increased in annual cost from \$30 to the present \$250.

# PART 2 CLARITY & QUESTIONS

- 5. We will not reiterate the comments made both in our last Brief nor orally. With that said, certain questions were voiced and clarity should be provided on certain points.
- 6. In paragraphs 19 23 and 26 of our Brief submitted in advance of the April 29, 2022 hearing, there is a discussion on the neighbours' use of village property.
- 7. A review of images (1) to (9) appended hereto reflect that many of the residents of the Village of Norglenwold use village property for purposes including but not limited to parking, roadways, outbuildings, garages, temporary structures and the like.
- 8. To the knowledge of the Applicants, neither encroachment agreements nor parking bans have been sought nor have they been put into place by the Village in relation to most of the people liable for such encroachments.

Also, we note that the council has posed the following questions: 9.

(a) Did the Applicants receive the RPR at the time of original purchase.

**Answer**: Most likely. With that said, the Applicants were provided with the assurance from Phyllis (who worked with the administration at the time) that "it wouldn't be an issue moving forward".

(b) The encroachment agreement at the time of purchase indicates that they can pull it at any time. Were the Applicants aware of this?

**Answer:** The Applicants were not aware of this provision.

(c) Did the Applicants ever approach the builder to remediate his "error" on the eves and patio?

**Answer**: The builder has been approached at ways of rectifying the problem, none of which are "easy or cheap". The decision was to follow the beam of the house and an overhang was not anticipated by the builder or the Applicants.

(d) Did the Applicants know that in 2016 the encroachment agreement included a 5 year term?

**Answer:** Yes.

10. The Applicants seek clarity on:

> Why they appear to be singled out in the parking and encroachment issues? (a)

(b) What will happen to the \$3,500 building permit deposit?

Noting the significant encroachment increase in price (\$30 to \$250 / annually), (c) will the Village seek to enforce all encroachments and all parking issues on all residents?

#### PART 3 BIAS

11. It has come to the attention of the Applicants that Nav Rattan sits on council and has been tasked with hearing this matter. It has also come to the attention of the Applicants that Mr. Rattan's spouse lodged the original complaint to council about parking and encroachments and also complained about an address sign of the Applicants. The Applicants respectfully request that if these understandings are accurate, then Mr. Rattan should recuse himself from providing decisions on these matters as he would have a personal bias/interest in the results of the decision herein.

#### PART 4 CONCLUSION

12. The Applicants are hopeful that the requests put forward in their Brief, Oral submissions and this clarification document assist council in coming to a just decision.

One that is grounded in law and in fairness.

Gary F. Zimmermann, counsel for

Chris and Heather Aldrich

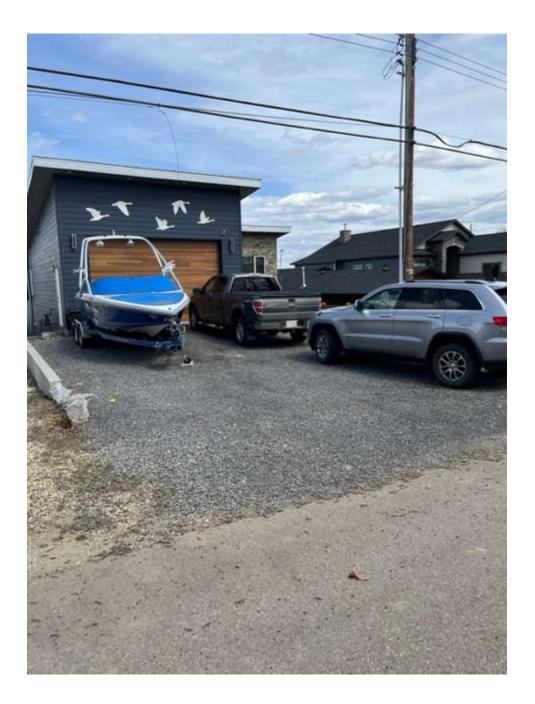


Image 1 – reflects an example of what happens consistently in the village. We understand that the road allowance is on the street side of the power poles. Vehicles by many residents are parked on the road allowance.

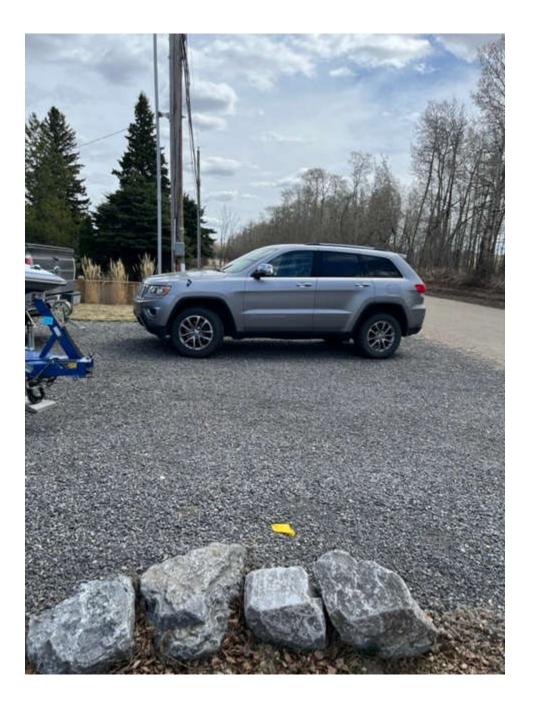


Image 2 – reiterates resident parking on the road allowance.



Image 3 – Garage encroaching, the Applicants understand that no encroachment has been requested by the Village.



Image 4 – same property as Image 3 but from a different angle.

Page 9 of 57



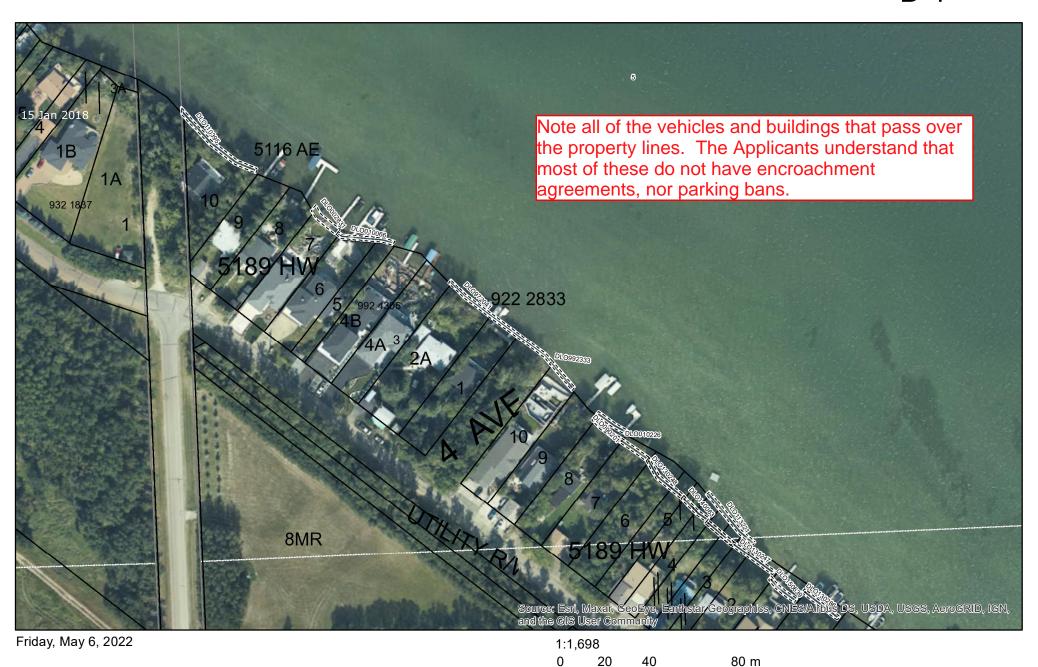


Image 6

Page 11 of 57



Image 7

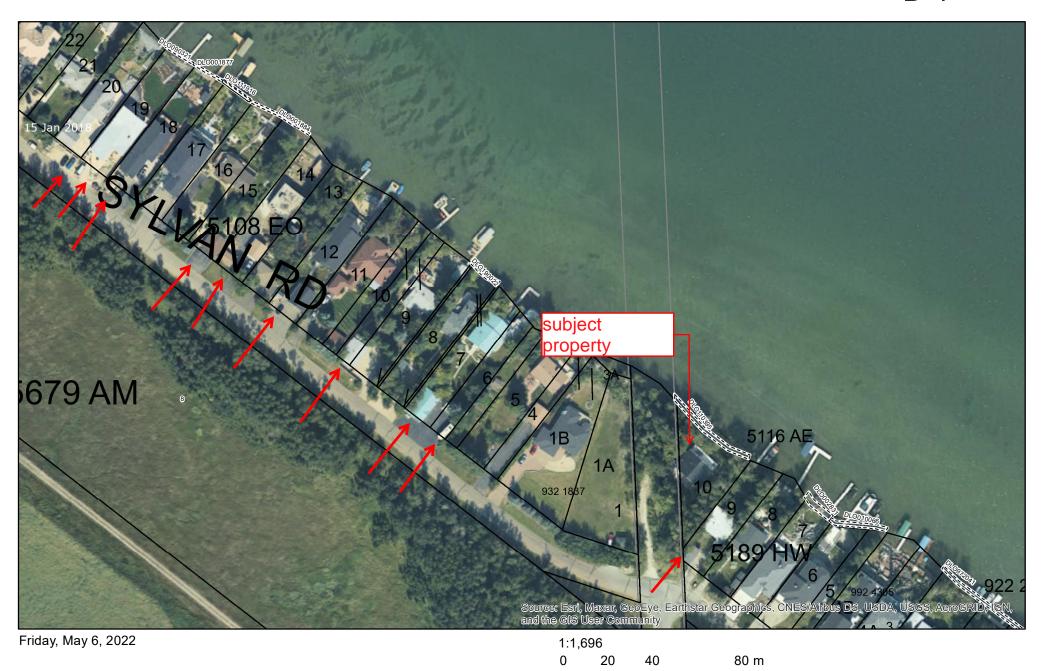


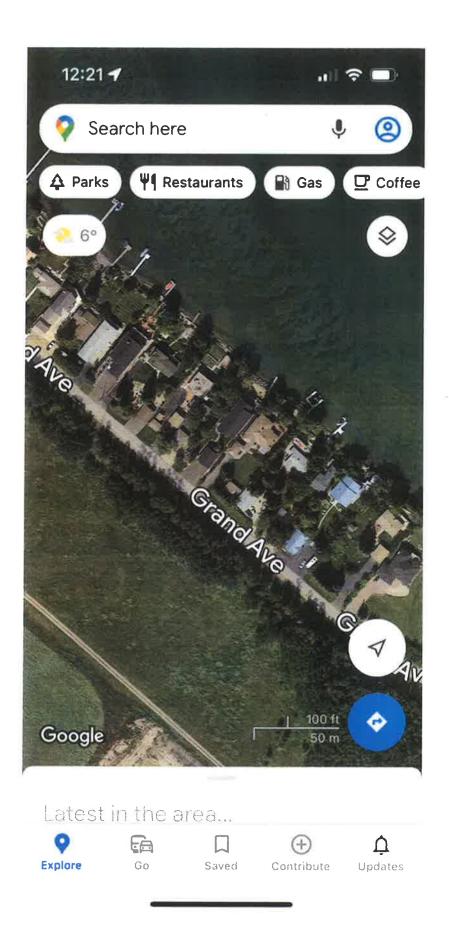
Image 8

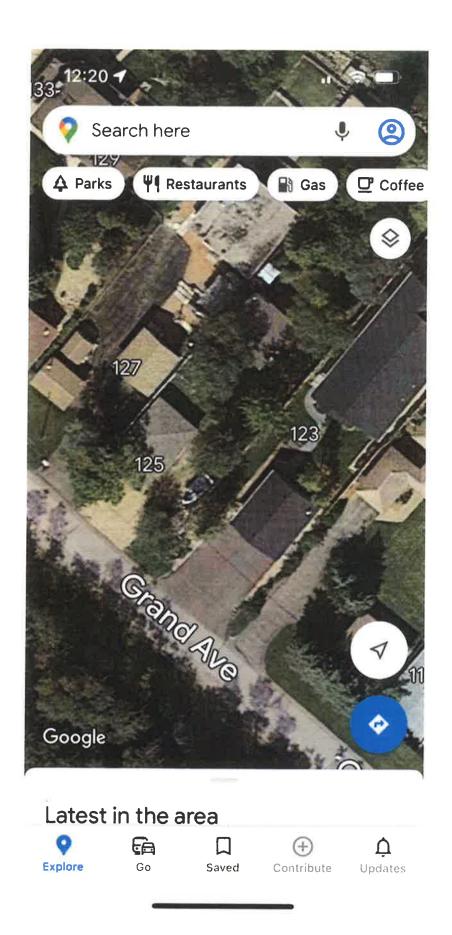
Image 9 (bundle)

AbaData









# Summer Village of Norglenwold April 29, 2022 Planning and Development Request for Decision

Agenda Item: Encroachment Agreement Request – 99
Grand Ave

Submissions by Gary F. Zimmermann, McLennan Ross LLP Barrister & Solicitor for:

Chris & Heather Aldrich

#### PART 1 STATEMENT OF FACTS

- 1. Chris and Heather Aldrich (the "Applicants") purchased a property, including a previously lived-in home, located in the Summer Village of Norglenwold (the "Village") on December 20, 2004 (the "Property").<sup>1</sup>
- 2. The Village had placed a caveat<sup>2</sup> on title which reflects the Encroachment Agreement in place at the time of purchase.
- 3. The Encroachment Agreement remained unamended during its various renewals. The most recent Encroachment Agreement was dated December 14, 2016 and expired on December 14, 2021. It is attached hereto and referred to as the "Current Agreement".<sup>3</sup>
- 4. Schedule "A" to the Current Agreement<sup>4</sup> reflects that the western boundary of the "shed with water well" extended 2.01 m past the property line. The sidewalk extended 6.48 m past the property line. These encroachments have been approved since the Applicants purchased the property back in 2004.
- 5. The Applicants received a development permit to add a detached garage, dwelling addition (porch roof) and retaining wall.
- 6. The Applicants completed the renovations which are reflected in the attached plan, referred to as the "Current Plan".<sup>5</sup>

<sup>2</sup> TAB 2 – Caveat registered as 032 061 316 pulled from Land Titles

<sup>&</sup>lt;sup>1</sup> **TAB 1** – Land Title Certificate

<sup>&</sup>lt;sup>3</sup> **TAB 3** – Encroachment Agreement dated December 14, 2016 ["Current Agreement"]

<sup>&</sup>lt;sup>4</sup> *Ibid.* – page 5 ["Schedule A"]

<sup>&</sup>lt;sup>5</sup> **TAB 4** – Current Plan – Includes Notations by Applicants

- 7. The renovations included building a detached garage, dwelling addition (porch and roof) and a retaining wall. There are no issues with the garage nor the retaining wall.
- 8. The Applicants have historically parked on the Aspen Lane Road Allowance (the "Road").
- 9. The Applicants acknowledge prior concerns of the Village in relation to parking on Aspen Lane.
- 10. The Applicants are faced with a unique scenario in that there is no road access between the Road and the Applicants' property line. The space between the Road and the property line is either filled with trees or is a grassy open area. Please see the Current Plan found at TAB 4.

## (a) Encroachments

- 11. There are a total of six (6) encroachments which are delineated on the Current Plan.

  They have been labelled with matching letters (a) to (f). <sup>6</sup>
  - (a) The "water well enclosure" (2.13m)
  - (b) The "cabin" also referred to as the "house" in Village materials (.54m).
  - (c) The "patio" (.69m)
  - (d) The "eave" (1.28m)
  - (e) The "fence" (11.28) recently removed
  - (f) The "remaining fence"

-

<sup>&</sup>lt;sup>6</sup> *Ibid.* – [TAB 4]

# (b) History of the Encroachments

- 12. While amended somewhat, the *water well* enclosure has existed since at least 2004 and has been approved through repeated prior encroachment agreements. The water well enclosure is a necessity to ensure that the Applicants' water pump and related water well service pipes do not freeze.
- 13. The encroachment related to the *house* has existed since construction and certainly long before the Applicants purchased the house in 2004. The house encroachment has been approved through repeated prior encroachment agreements. It would be very costly to remove or "rehabilitate" the house encroachment to fall within property lines.
- 14. The encroachments related to the *patio* and *eaves* are new. They were placed in error during renovations. Their removal will be costly and will also dramatically affect the curb appeal of the house and the beautification of the neighbourhood.
- 15. The encroachments related to the *fence* can be broken down into two categories. The first includes the portion that has now been removed (in the last week). That prior encumbrance is no longer an issue.
- 16. The Applicants have left a small portion of *remaining fence*. This has been left in place, in the hopes that an encumbrance will be granted. The remaining fence is necessary because the portion of northwest land abutting the remaining fence is used by the public and it offers security both in the physical and emotional sense. Moreover, a review of **TAB 6** reflects a further request that the Applicants be allowed the encroachment of the "Remaining Fence", but also for the portion of TAB 6 that is titled "**Proposed Fence**".

# (c) Position of Administration

- 17. Administration has kindly recommended to Council that the **water well** enclosure and **house** remain as is.
- 18. Administration takes issue with the remaining items being the **patio/eaves**, and **remaining fence**. We anticipate that they will take issue with the **proposed fence** as well.

# (d) Neighbouring Properties

- 19. It should be noted that upon an inspection of a few of the neighbouring properties by the Applicants, those properties are noted to have structures and improvements that exceed far past their own property lines.
- 20. Specific examples of the foregoing are:
  - (a) By the calculations of the Applicants, the land immediately to the southeast of the Property has significant encroachments, including a garage which sits approximately 5 meters into the Aspen Lane road allowance. Interestingly, the owner has confirmed that notwithstanding the significant encroachments, he has no active encroachment agreements in place with the Village.
  - (b) A google trip down Grand Ave indicates that people consistently park on the road allowance, which forms part of the paving layout of each property.
- 21. The land immediately to the northwest of the Property is public land. This land has undergone recent changes. Initially it was "wild bush" that was not blemished by paths, walkways or vehicle access. In recent years, people have removed trees, created access paths and are using it as a route to the lakefront.

- 22. The lake front to the northwest of the Property is now being used to store docks, boat lifts and a small boat.
- 23. In short, there have been many new developments in the neighbouring properties, none of which appear to have been approved by Council.

# (e) Parking

24. Historically, the Applicants acknowledge that they have parked at the northern end of Aspen Lane. Aspen Lane is the gravel road that is highlighted in yellow, immediately below.



- 25. It is important to note that, with the exception of this Property, all neighbouring houses have access ways directly to Grand Ave.
- 26. Noteworthy in the satellite image directly above, is the parking of vehicles mere meters from Grand Ave. It is anticipated that they are parking on the driving right of ways.
- 27. The Property is uniquely situated in that it has an abutting road with a large tract of grass & trees between the Road and the Property. Since the Property was purchased by the Applicants in 2004 (and certainly before that), there was never a laneway from the Road (Aspen Lane) to the property line.
- 28. From the satellite image, it is noteworthy that Aspen Lane (north of Grand Ave.) services no other properties. It's sole purpose is to provide access to the subject Property.
- 29. The Applicants personally maintain the full length of Aspen Lane, north of Grand Ave. The Village provides no support services for this portion of road.
- 30. Moreover, as noted above, there is no laneway between the Road and the Property.

# (f) Videos

- 31. Attached at the end of this digital document are links to various videos taken by the Applicants directly.
- **32.** It is respectfully requested that Council members review the videos in full and note the commentary associated with the same.

# (g) Traffic Bylaw

33. In relation to parking, Traffic Bylaw 207-12 indicates the following:

# PARKING WITHIN THE SUMMER VILLAGE

#### Parking on Private Property

No person shall park or leave any vehicles parked on private land without approval from the owner.

#### Parking on Summer Village Lands

 No person shall park or drive any vehicle on/in ditches, public parks or green spaces at any time without getting written permission prior to doing so.

#### Trailers and Recreational Vehicles

 Recreational vehicles or trailers shall not be parked on any road in the Summer Village of Norglenwold.

#### Prohibited Parking

- 11. No person shall park a vehicle in a "no parking zone."
- 12.All "no parking" zones shall be indicated by signs posted by the Summer Village of Norglenwold.
- 13. Parking in a prohibited parking zone shall be permitted when standing in obedience to a peace officer.

Summer Village of Norglenwold Bylaw 207-12 - The Traffic Bylaw Page 4 of 10

- 34. There are no, "no parking" signs on Grand Ave in the vicinity of the Property.

  As such, based on the Traffic Bylaw, it is clear that parking is currently allowed on Grand Ave.
- 35. Aspen Lane, north of Grand Ave., is a subservient road to Grand Ave. itself. To suggest that parking is allowed on Grand Ave and not on a subservient road would not be reasonable.

- 36. Many municipalities allow parking on roads abutting a land owner's property, with a requirement that parked vehicles be moved every 72 hours.
- 37. Notwithstanding the current legal parking on Aspen Lane, the Applicants have taken measures to park on their Property.

# (h) Additional Noteworthy Facts

- 38. From the Current Plan, Council will note that the triangular property shape is very unique.
- 39. As it currently sits, the Property has beautiful curb appeal and adds a level of beautification to the neighbourhood.

# PART 2 REQUESTS & SUBMISSIONS

# (a) Encroachment Agreement

- 40. The Applicants request that all encroachments be approved as is.
- 41. The rationale for approval of the **porch** and **eaves** is as follows:
  - (a) The water well enclosure, which has received recommended approval by the Administration, encroaches 2.13 meters.
  - (b) The cabin (house), which has received recommended approval by the Administration, encroaches .64 meters.
  - (c) The porch and eaves, not recommended by the Administration, only exceeds1.28 meters at it's greatest point (the eaves). The point that actually touchesthe land only encroaches 69 centimeters or .69 meters.

- (d) The water well and porch/eaves and cabin are on the identical plane and mere meters from each other. Please see TAB 4.
- (e) In simple terms, the porch and eaves encroach less than the long standing encroachments which have kindly been recommended by Administration.

  There is absolutely no additional "harm" from the Porch and Eaves.

The Fence

- 42. The rationale for approval of the **remaining fence** and **proposed fence** is as follows:
  - (a) As noted in the Current Plan at TAB 4, the bulk of the fence (heavy black line) has already been removed in recent weeks. With that said, the Applicants request that the Encroachment Agreement permit the encroachment of the remaining fence and proposed fence.
  - (b) The remaining fence and proposed fence are a small portion of fence. They provide the Applicants with physical and emotional security, particularly because their home is so very close to the publicly owned land.
  - (c) The remaining fence and proposed fence are easily removable should future circumstances warrant the same.

## (b) General Considerations regarding Encroachment

- 43. Generally, as noted above, many of the neighbours have drives and other structures that encroach. Many residents park their vehicles immediately abutting Grand Ave.
- 44. As a specific example, the neighbour to the south encroaches with a building by over 5 meters. In his case, there is no encroachment agreement.

- 45. There is an old adage, "justice must not only be done, it must be seen to be done". In this case, the Applicants simply seek to be treated fairly and in the same manner manner that many of the other residents of Norglenwold enjoy.
- 46. The Village council has the authority to grant the requested encroachment pursuant to its written Encroachment Policy dated May 29, 2020 and bearing Resolution No. NGC-20-087.<sup>7</sup>
- 47. It is submitted that the importance of long term stability and security benefits both the Village and the Applicants. To this end, the Applicants request approval for a period not less than 10 years.
- 48. Finally, it should be clarified that the draft Encroachment Agreement states that "...the owners constructed a house...". By point of correction, the owners (Applicants) purchased the house fully constructed by previous owners in 2004. They did not construct the home.

# (c) Traveling and Parking

Traveling

49. Paragraph 10.3.6 of the *Municipal Development Plan – Norglenwold Plan 20118* reads as follows:

<sup>8</sup> Municipal Development Plan – Norglenwold Plan 2011 is found at:

<sup>&</sup>lt;sup>7</sup> **TAB 5** – Encroachment Policy

Trib & Enerodemnent roney

http://www.sylvansummervillages.ca/uploads/8/8/0/5/88056186/norglenwold\_plan\_2011\_-\_october\_final\_version.pdf

- 10.3.6 Norglenwold shall maintain township grid roads as follows:
  - (a) Sylvan Lane: boat launching may be permitted but parking shall be restricted in accordance with the Traffic Bylaw; pedestrian access to the Lake shall be permitted year round, while vehicle access to the Lake may be permitted in winter.
  - (b) Aspen Lane (north of Grand Avenue): escarpment shall remain as an undeveloped habitat area, while the remainder may be used for access to adjacent properties;
  - (c) Lakeside Lane: boat launching may be permitted but parking shall be restricted in accordance with the Traffic Bylaw; pedestrian access to the Lake shall be permitted year round, while vehicle access to the Lake may be permitted in winter when environmental conditions are favorable.
- 50. People appear to have voiced considerations related to the Applicant's history of parking on Aspen Lane, north of Grand Ave. With respect, according to paragraph 10.3.6 (above), the soul purpose of Aspen Lane (north of Grand Ave.) appears to provide access to the Applicants' property. It is not meant to provide public access routes nor public travel. As such, it is submitted that more weight be provided to the needs of the Applicants than the needs of the residents in this rare example.

**Parking** 

- 51. It is submitted that one must not conflate parking with encroachment requirements.
- 52. As noted above, one of the considerations related to parking is that this is a very unique property. It has no road access to the property line. It sits on the end of a "public road" but the road itself resembles a "private drive". The Village does not maintain the "public road" (Aspen Lane north of Grand Ave.), the Applicants do.
- 53. There are no parking bans on Grand Ave. in the vicinity of the Property.
- 54. Technically, the Applicants are absolutely allowed to park in the location they always have. With that said, the Applicants want to ensure a harmonious relationship with the Village and do not want to force the Village to implement parking bans all over the Village so that they are treated fairly along with other residents.

# 55. It is submitted that there are two options:

- (a) The Village places a parking ban on the relevant roads in the Village, including the full dimensions of Aspen Lane (north of Grand Ave.). In which case it is respectfully submitted that the Village is obligated to build an access road from Aspen Lane (north of Grand Ave.) to the property line in a manner that is consistent with reasonable design principles and in a location requested by the Applicants. Additionally, in such case it is submitted that the Village maintains the road in a manner which is similar to the other "more travelled" portions of roadway in its jurisdiction. Finally, in such case, it is submitted that the Village would have to allow a development permit, allowing the construction of the laneway on the Property from the property line to the front of the garage.
- (b) Alternatively, the Village designates Aspen Lane as a no parking Lane with the exception of the space previously enjoyed by the Applicants for the last 18 years. It is submitted that this option would be preferrable in terms of cost, appearance and maintenance. Moreover, it is submitted that this is no different than the situation allowed in most urban settings where you can "park in front of your house" on public property (ie. roadways).

-Balance of Page Intentionally Left Blank-

## PART 3 CONCLUSION

- 56. It is respectfully submitted that all of the encroachments be allowed on the terms of a 10 year encroachment agreement.
- 57. It is respectfully submitted that parking continue to be allowed on Aspen Lane (north of Grande Ave.), as it has for the last 18 years.

## PART 4 LINK TO VIDEOS

58. As noted above, it is vital that council members review the videos found at the following link:

https://mclennanross.sharefile.eu/share/view/s95d62b35e78046299714f45132bff6c7

All of which is respectfully submitted, this 19<sup>th</sup> day of April, 2022.

Gary F. Zimmermann, counsel for

Chris and Heather Aldrich



#### LAND TITLE CERTIFICATE

В

LINC SHORT LEGAL TITLE NUMBER 0030 085 858 5116AE;5;10 042 555 561

LEGAL DESCRIPTION PLAN 5116AE BLOCK 5

LOT 10

\*EXCEPTING THEREOUT ALL COAL AND PETROLEUM

ESTATE: FEE SIMPLE

ATS REFERENCE: 5;1;39;5;SW

MUNICIPALITY: SUMMER VILLAGE OF NORGLENWOLD

REFERENCE NUMBER: 032 336 474

\_\_\_\_\_\_

REGISTERED OWNER(S)

REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION

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042 555 561 20/12/2004 TRANSFER OF LAND \$520,000 \$520,000

OWNERS

CHRISTOPHER LUCIEN ALDRICH

AND

HEATHER LEE ALDRICH

BOTH OF:

BOX 13, SITE 2, R.R. 2

SUNDRE

ALBERTA TOM 1X0

AS JOINT TENANTS

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

( CONTINUED )

032 061 316 18/02/2003 CAVEAT

RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL

GOVERNMENT ACT

CAVEATOR - THE SUMMER VILLAGE OF NORGLENWOLD.

Page 31 of 57

-----D<del>-</del>1--

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

# 042 555 561

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

------

#104, 4505 50 AVE

SYLVAN LAKE

ALBERTA T4S1W2

AGENT - MYRA REITER

042 555 562 20/12/2004 MORTGAGE

MORTGAGEE - ATB FINANCIAL.

BOX 494

SUNDRE

ALBERTA TOM1X0

ORIGINAL PRINCIPAL AMOUNT: \$390,000

(DATA UPDATED BY: CHANGE OF NAME 192228393)

062 494 026 30/10/2006 MORTGAGE

MORTGAGEE - ALBERTA TREASURY BRANCHES.

BOX 494

304 MAIN AVE W

SUNDRE

ALBERTA TOM1X0

ORIGINAL PRINCIPAL AMOUNT: \$415,000

082 112 087 13/03/2008 AMENDING AGREEMENT

AMOUNT: \$840,000

AFFECTS INSTRUMENT: 062494026

172 029 642 28/01/2017 CAVEAT

RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL

GOVERNMENT ACT

CAVEATOR - THE SUMMER VILLAGE OF NORGLENWOLD.

BAY 8, 14 THEVENAZ INDUSTRIAL TRAIL

SYLVAN LAKE

ALBERTA T4S2J5

192 228 394 20/09/2019 AMENDING AGREEMENT

AFFECTS INSTRUMENT: 042555562

TOTAL INSTRUMENTS: 006

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 13 DAY OF APRIL, 2022 AT 11:44 A.M.

ORDER NUMBER: 44173539

CUSTOMER FILE NUMBER: 20214522JOH



\*END OF CERTIFICATE\*

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

# ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE

**IMAGE OF DOCUMENT REGISTERED AS:** 

032061316

**ORDER NUMBER: 44175221** 

#### **ADVISORY**

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

THIS ENCROACHMENT AGREEMENT MADE THIS 9 L DAY OF August 2002
BETWEEN:

#### **BRUCE FISHER STANHOPE**

(hereinafter called "the Owner")

and

#### THE SUMMER VILLAGE OF NORGLENWOLD

(hereinafter called "the Summer Village")

WHEREAS the Owner is the owner of the following described lands, namely:

PLAN 5116 AE BLOCK 5 LOT 10

STATE OF A

Excepting thereout all Mines and Minerals and the Right to Work the Same

(hereinafter called "the Owner's lands")

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

ASPEN LANE (hereinafter called "the road allowance")

adjacent to the boundary of the Owner's lands;

AND WHEREAS the owner constructed a building identified as a "house and shed with water well" on the road allowance, the nature, extent and location of which encroachment 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 Viliage, 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:

- The Summer Village hereby authorizes the Owner's location of the said encroachment upon the road allowance:
  - (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 permits application 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 Owners 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 road allowance 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.
- 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 setback.

- 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 road allowance 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 road allowance by the Summer Village within the meaning of the Municipal Government Act of Alberta.

#### 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) pay the Summer Village an annual license fee of \$30.00, and such fee may be reviewed and reset by the Summer Village every ten years.
- 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 road allowance:

- (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 Norglenwold #104 - 4505 - 50 Avenue Sylvan Lake, AB T4S 1W2

In the case of the Owner to:

Bruce Fisher Stanhope 99 Grand Avenue Norglenwold, AB. T4S 1S5

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.

Murele Benett WITNESS

Bruce Fisher Stanhope

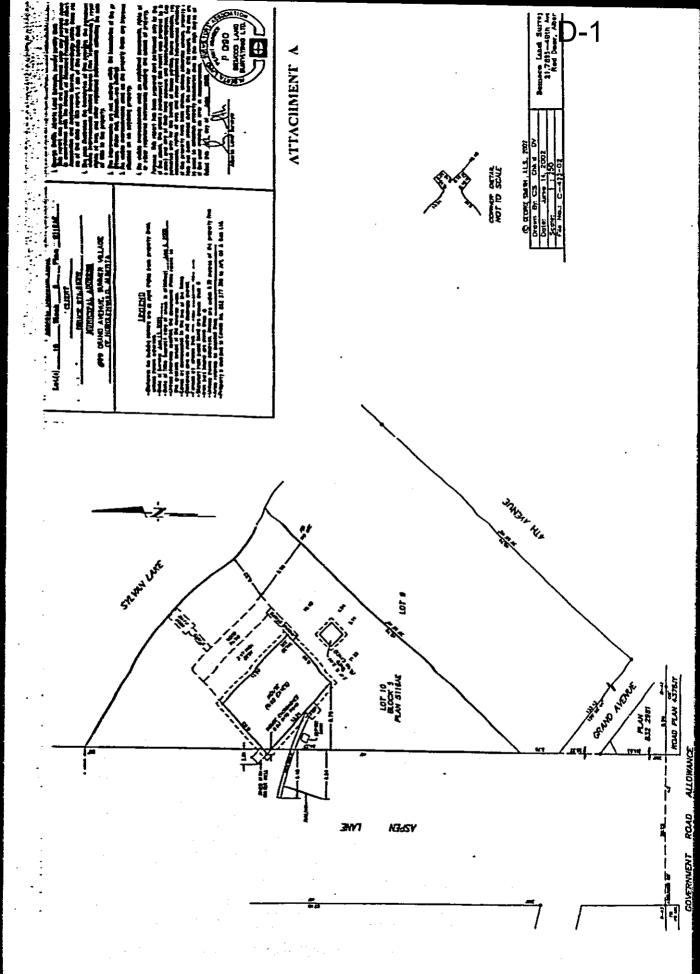
SIGNED BY THE SUMMER VILLAGE OF NORGLENWOLD to have effect on the above date.

THE SUMMER VILLAGE OF NORGLENWOLD

ner

### **AFFIDAVIT OF EXECUTION**

CANADA PROVINCE OF ALBERTA TO WIT:		) L. Michelle Bernett ) ) of the <u>town</u> of Blackfalds, in the Province		
		) )of Alberta, <u>Secretainy</u> (occupation) MAKE ) )OATH AND SAY:		
1.	I was personally present and did see who is personally known to me to same for the purposes named there	Bruce Fisher Stanhope, named in the within instrument, be the person named therein, duly sign and execute the		
2.	That the same was executed at the in the Province of Alberta, and that	Town of Sylvan Lake t I am the subscribing witness thereto.		
3.	That I know the said Bruce Fishe eighteen (18) years.	er Stanhope and he is, in my belief, of the full age of		
<u>S.</u>	from before me at the Town  Alberta, to the day of Occupant, A.D. 20 oz.	his) Whihele Bernett		
Ā	COMMISSIONER FOR OATHS IN AN OR THE PROVINCE OF ALBERTA	) ) ) _)		
	MYRA REITER Commissioner for Oaths My Appointment Expires			



Page 40 of 57

### **CAVEAT**

### TO THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT:

TAKE NOTICE that WE, THE SUMMER VILLAGE OF NORGLENWOLD, in the Province of Alberta claim an interest therein as Grantor under Section 651.2(2) of the Municipal Government Act and Myra Reiter and by virtue of an encroachment agreement in writing, dated this 9th day of August, 2002 made against the estate of Bruce Fisher Stanhope of 99 Grand Avenue, Norglenwold in the said Province therein as Grantee, and ourselves therein as Grantor, referring to:

LOT 10, BLOCK 5, PLAN 5116 AE Excepting thereout all Mines and Minerals

ĹĴ

being the lands described in Certificate of Title No. 3549 registered in the name on Bruce Fisher Stanhope as sole tenant, and I forbid the registration of any person as transferee or owner of, or of any instrument affecting the said estates or interest, unless the instrument title, as the case may be, is expressed to be subject to my claim.

I APPOINT, the Summer Village of Norglenwold, of #104 - 4505 - 50 Avenue, in the Town of Sylvan Lake, Province of Alberta, T48 1W2 as the place at which notices and proceedings relating hereto may be served.

DATED this 9th day of August, 2002.

Signature

CANADA	)	1 Myra Reiter
PROVINCE OF	}	of the County of Ponoka
	)	in the Province of Alberta
ALBERTA	)	•
	)	MAKE OATH AND SAY AS FOLLOWS:
TO WTT	)	

- I am the agent for the above named Caveator.
- I believe that the said Caveator has a good and valid claim upon the said land and I say that
  this Caveat is not being filed for the purpose of delaying or embarrassing any person
  interested in or proposing to deal therewith.

SWORN before me at the Town of Sylvan )
Lake in the Province of Alberta,
this at day of 12002)

My Reit

A Commissioner for Oaths in and for the Province of Alberta
my Appointment Expires August 20041

Ronald Machan

(as per phone call T Myra As)



032061316 REGISTERED 2003 02 18
CAVE — CAVEAT
DOC 1 OF 1 DRR#: 7462902 ADR/SJOHNSON
LINC/S: 0017070863

THIS ENCROACHMENT AGREEMENT MADE THIS 14 DAY OF December, 2016.
BETWEEN:

### CHRISTOPHER ALDRICH AND HEATHER ALDRICH

(hereinafter called "the Owner")

and

#### THE SUMMER VILLAGE OF NORGLENWOLD

(hereinafter called "the Summer Village")

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

PLAN 5116AE
BLOCK 5
LOT 10
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.

Aspen Lane – Road Allowance (hereinafter called "Environmental Open Space")

adjacent to the boundary of the Owner's lands;

AND WHEREAS the owners constructed a house, shed, sidewalk and railing 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:
  - 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 THIRTY DOLLARS (\$30.00).
- (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 NORGLENWOLD BAY #8, 14 THEVENAZ INDUSTRIAL TRAIL SYLVAN LAKE, AB T4S 2J5

In the case of the Owners to:

CHRISTOPHER ALDRICH AND HEATHER ALDRICH

Both of:

Mailing Address:

99 GRAND AVENUE

BOX 16 SITE 15 RR2

NORGLENWOLD, AB T4S 1S5

SUNDRE, AB TOM 1X0

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

Signatur

WITNESS

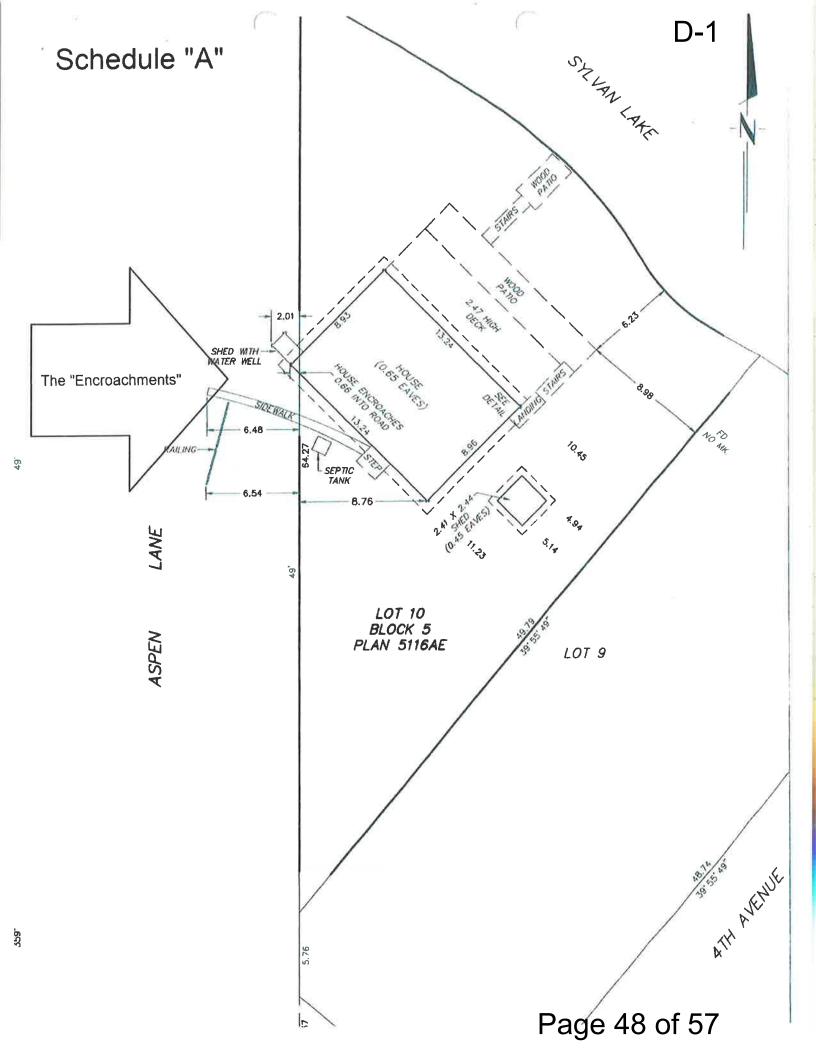
ORGLENWOLD to have effect on the

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

THE SUMMER VILLAGE OF NORGLENWOLD

per: Pfarsyth

(seal)



### AFFIDAVIT OF EXECUTION

CANA PROV TO W	INCE OF ALBERTA	)I, Koyalyn Coughlin ) of the Town of Sylvan Lake, in the Province ) of Alberta, Development (occupation) ) MAKE )OATH AND SAY:
1.	I was personally present and did see the within instrument, who is personal duly sign and execute the same for the	ovistopher 4 Heather Advich, named in ly known to me to be the person named therein, purposes named therein.
2.	That the same was executed at the Tov that I am the subscribing witness there	wn of Sylvan Lake in the Province of Alberta, and to.
3.	That I know the said (18) years.	Heather Adrichand he is, in my belief, of the
	before me at the Town of Sylvan) in the Province of Alberta, this	POM /11
day of	December, A.D. 2016.	Witness
AND I	MMISSIONER FOR OATHS IN FOR THE PROVINCE OF	
ALBE	RTA ) TERI MUSSEAU	
	COMMISSIONER FOR DATHS	

EXPIRES DECEMBER 20, 2017

### **CAVEAT**

TO THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT:

TAKE NOTICE that WE, THE SUMMER VILLAGE OF NORGLENWOLD, in the Province of Alberta claim an interest therein as Grantor under Section 651.2(2) of the Municipal Government Act and Phyllis Forsyth, Chief Administrative Officer, and by virtue of an encroachment agreement in writing, dated this up day of permitter, 2016 made against the estate of CHRISTOPHER ALDRICH AND HEATHER ALDRICH of Norglenwold in the said Province therein as Grantees, and ourselves therein as Grantor, referring to:

PLAN 5116AE
BLOCK 5
LOT 10
EXCEPTING THEREOUT ALL MINES AND MINERALS

being the lands described in **Title No. 042555561** registered in the name of CHRISTOPHER ALDRICH AND HEATHER ALDRICH as sole owners, and we forbid the registration of any person as transferee or owner of, or of any instrument affecting the said estates or interest, unless the instrument title, as the case may be, is expressed to be subject to the Summer Village of Norglenwold claim.

I APPOINT, the Summer Village of Norglenwold, of Bay #8, 14 Thevenaz Industrial Trail, in the Town of Sylvan Lake, Province of Alberta, T4S 2J5 as the place at which notices and proceedings relating hereto may be served.

Ptorsyth

DATED this 14 day of December, 2016.

Signature

(Seal)

CANADA PROVINCE OF	) I Phyllis	Forsyth
	) of the Town of S	ylvan Lake
	) in the Province of	f Alberta
ALBERTA	)	
	) MAKE OATH A	AND SAY AS FOLLOWS:
TO WIT:	)	

- 1. I am the agent for the above named Caveator.
- 2. I believe that the said Caveator has a good and valid claim upon the said land and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

Ptorsyt

SWORN before me at the Town of Sylvan )
Lake in the Province of Alberta,
this 14 day of December , 2016. )

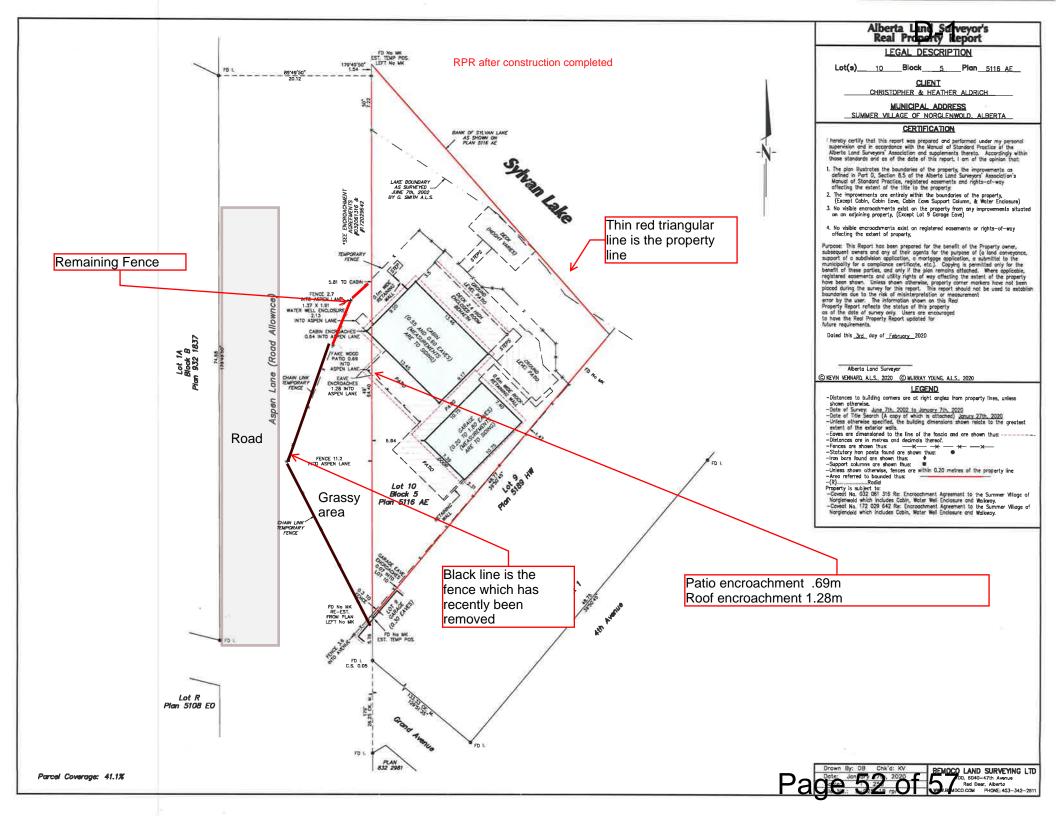
Signati

(Seal)

A Commissioner for Oaths in and for the Province of Alberta

TERI MUSSEAU COMMISSIONER FOR OATHS

EXPIRES DECEMBER 20, 2017





Policy Title	Date:	Resolution No.
Encroachment Policy	May 29 2020	NGC-20-087

#### **PURPOSE**

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

### **POLICY STATEMENT:**

The Summer Village of Norglenwold 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.

#### **ENCROACHMENT POLICY**

#### **GENERAL:**

- 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 Sunbreaker Cove 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.

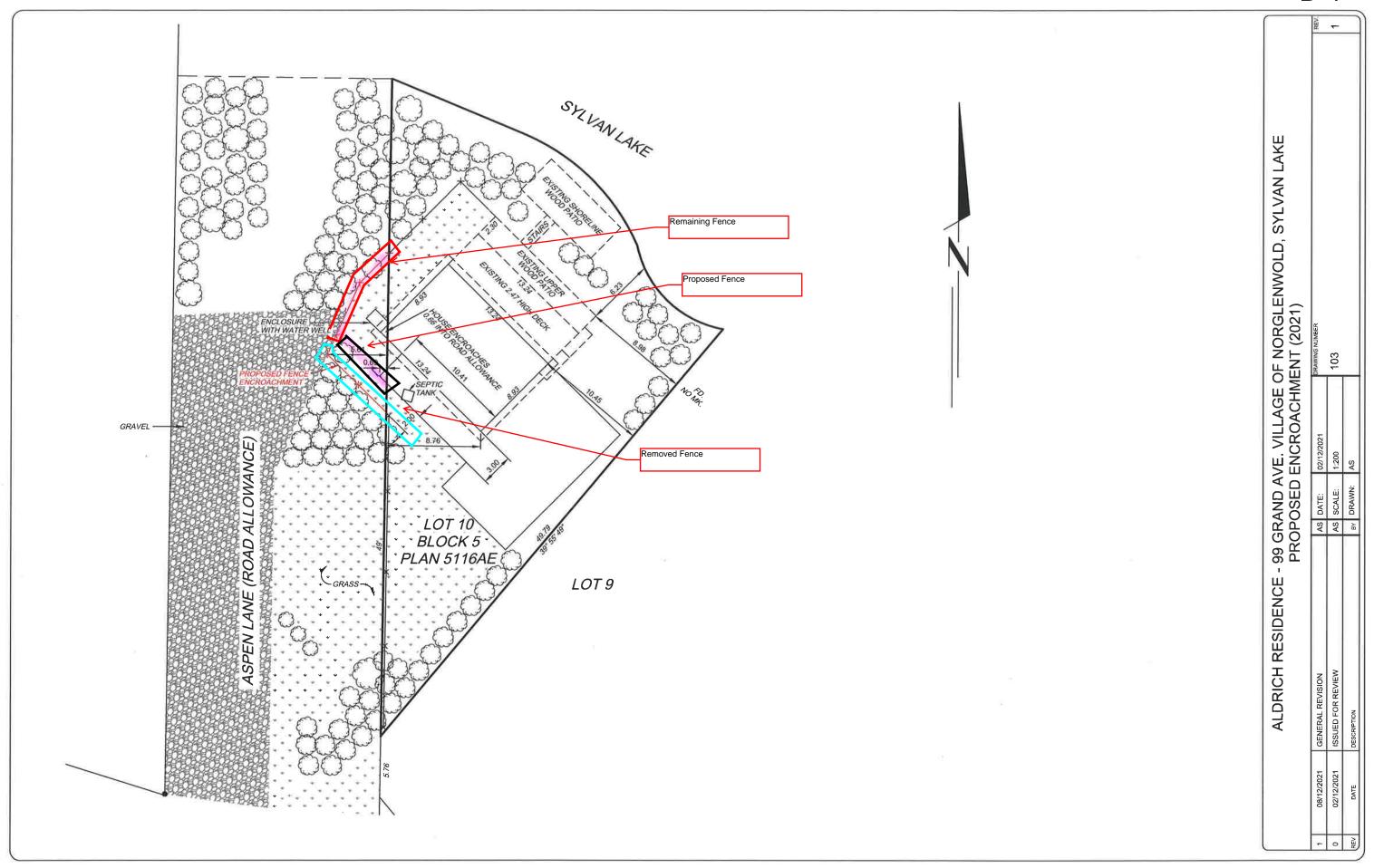
## Encroachments on Municipal Reserve Lands, Municipal Leased Properties and or Municipal Managed Properties

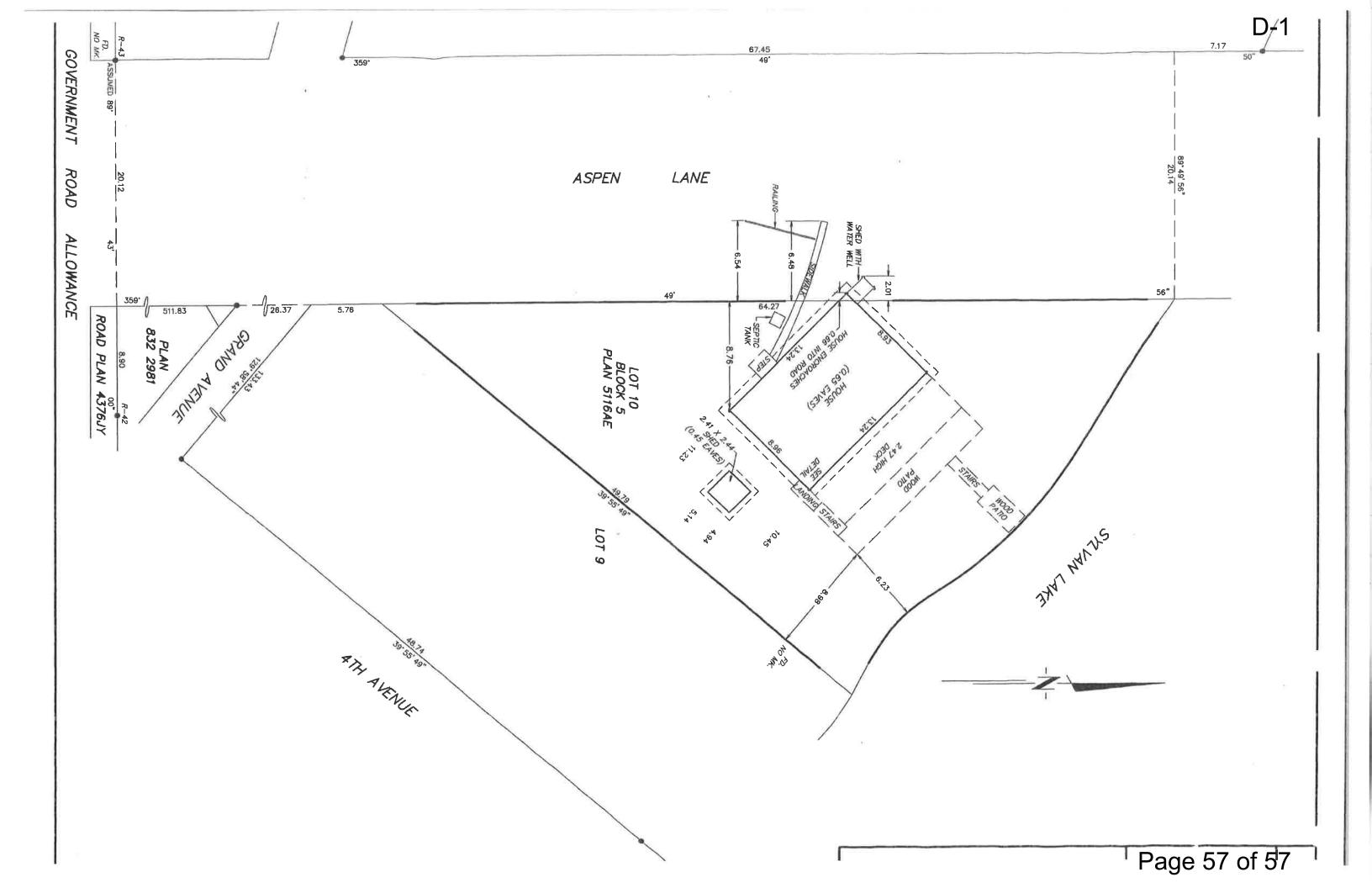
- Existing *Encroachments* deemed by Council to be minor may be permitted provided a
  consent letter is issued by the Municipality. The consent letter shall include provisions
  reserving the Municipality's right to require the removal of the *encroachment* at any
  time at the expense of the owner 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

### **ENCROACHMENT POLICY**

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 of \$250.00 yearly.





ASSIGNED COMMENTS

#### NORGLENWOLD COUNCIL MEETING TASKS

**TASK** 

DATE

#### PW Signage on reserves (stolen signs? Near mailbox, speedbump, OHV) Ordered potluck or formal meeting with neighbousing munis to discuss mutual interests Teri In Progress procedural bylaw Tanner In Progress Tanner Meet with Michael W re: south shore line Research firesmart/hydrant options Tanner In Progress Team building Tanner PW Speed bump options Tanner email signature PW Removal of barbed wire? PW 29-Apr RR 15 speed sign stolen, needs replacing speed bump sign stolen, needs replacing PW street to be cleaned on Grand Ave all the way to RR15 from construction Kara other side of Chipmunk Creek - blvd issues, parking, mud, ruts Kara PW quotes for community watch program signage (5 signs) look into larger annexation up to 11A Tanner

#### **COMPLETED**

	manifely available dates for a ciable control of the committee	T:
	provide available dates for neighbourhood watch ad hoc committee	Teri
	amend remuneration policy	Teri
	what is in road salt	Chris
	letter to minister re:policing program	Tanner
	set strategic planning date for this month	Tanner
	Ipad policy	Teri
	Term limit Policy	Teri
	Neigbourhood watch options to Nav	Teri
	clarification if table top has to happen same year as field exercise	Tanner
	coffee with council	Tanner
	shared admin breakdown on quarterly reports & highlighted	Tina
	add column in 2023 budget for misc. conferences	Tina
Apr-22	trailer too close to road for year (same property as drainage issue)	Kara
	bring completions deposit policy to next meeting	Kara
	check LUB to see if it address enforcement	Kara
	irrevocable line of credit options	Kara
	team up to clean up email blast and posters	Carolyn

### **Summer Village of Norglenwold**

### **Administration and Finance**

Council Date: May 27, 2022

Information Item

Agenda Item: Accounts Payable Update

### **Background:**

Total payables processed and presented to Council \$ 42,458.21 The following list identifies any payments over \$3,000:

1. Metrix Group LLP \$ 5,250.00

a. Addition Audit Work

b. New Office Building Project

c. SBC Wastewater Project

2. Pitney Works \$ 4,000.00

a. Postage for Taxes & Mail-Outs

### **Council Expense Claims Report:**

### **April Expenses**

•	Cyril S. Gurevitch	\$ 607.32
•	Jeff Ludwig	\$ 906.14
	Nav Ratten	\$ 500.00

### **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.

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### Summer Village of Norglenwold List of Accounts for Approval Batch: 2022-00051 to 2022-00061

Batch: 2022-00051 to 2022-00061 Page 1

### Bank Code - MAIN - General Bank

#### **COMPUTER CHEQUE**

Payment #	Date Vendor Name	Cl. Transaction December	Datall Assessed	Doument Amount
Invoice # 1698	GL Account 2022-04-30 Alberta Parking Lot Servi	GL Transaction Description	Detail Amount	Payment Amount
24030		c Roadway Sweeping-April 18	1,800.00	
24030	312-000-260 - GST Paid Refun		90.00	1,890.00
			30.00	1,030.00
1699	2022-04-30 Alberta Urban Municipali			
20220049	312-000-260 - GST Paid Refun		54.88	
20220049	211-301-220 - AUMA	AUMA Membership	1,097.66	1,152.54
1700	2022-04-30 Brownlee LLP			
524960	312-200-250 - Due from Jarvis	E Legal Services	73.50	
524960	312-000-260 - GST Paid Refun	•	18.38	
524960	312-400-250 - Due from Sunbro	eः Legal Services	73.50	
524960	212-400-230 - Legal Fees	Legal Services	73.50	
524960	312-300-250 - Due from Birchc	lil Legal Services	73.50	
524960	312-100-250 - Due from Half M	•	73.50	385.88
1701	2022 04 30 Digitor ca			
IN824074	2022-04-30 Digitex.ca 312-000-260 - GST Paid Refun	d CST Tay Codo	13.42	
				201.01
IN824074	412-200-500 - Shared Printing	C Shared Printing	268.49	281.91
1702	2022-04-30 Foothills County			
IVC0000030040	412-100-130 - Shared Training	FOIP Training -Teri & Carol	318.18	318.18
1703	2022-04-30 Land Titles Office			
APR302022	312-200-250 - Due from Jarvis	F Land TitlesIB	21.50	21.50
		E Land Tide 0B	21.00	21.00
1704	2022-04-30 Metrix Group LLP			
EPD4547APR20	312-200-250 - Due from Jarvis	<del>-</del>	500.00	
EPD4547APR20	312-400-250 - Due from Sunbro	<u> </u>	3,000.00	
EPD4547APR20	312-000-260 - GST Paid Refun		250.00	
EPD4547APR20	212-400-231 - Audit Fees	2nd Audit Billing For Year E	500.00	
EPD4547APR20	312-300-250 - Due from Birchc	<u> </u>	500.00	E 0E0 00
EPD4547APR20	312-100-250 - Due from Half M	2nd Audit Billing For Year E	500.00	5,250.00
1705	2022-04-30 Canoe Procurement Gro	up of		
AB109528	312-000-260 - GST Paid Refun	d GST Tax Code	12.08	
AB109528	412-200-510 - Shared Office St	u <sub>l</sub> Paper	241.54	253.62
AB109881	412-200-510 - Shared Office S	սլ Paper That was Backordere	18.62	
AB109881	312-000-260 - GST Paid Refun	d GST Tax Code	0.93	19.55
			Payment Total:	273.17
1706	2022-04-30 Supremex Inc.			
IN0293746	312-000-260 - GST Paid Refun		5.39	
IN0293746	412-200-510 - Shared Office Si	սլ Taxes/Utilities Envelopes fo	107.73	113.12
1707	2022-05-13 Empringham Disposal Co	aro		
32082	312-000-260 - GST Paid Refun		2.50	
32082	412-300-255 - Shared Facility N		50.00	52.50
32549	243-000-200 - Contracted Garb		2,079.00	
32549	312-000-260 - GST Paid Refun		103.95	2,182.95
			Payment Total:	2,235.45
1708	2022-05-13 Longhurst Consulting		-	
193657	312-000-260 - GST Paid Refun	d GST Tax Code	70.58	
193657	412-300-217 - Shared Phone F	a Datto-January 2022	1,411.60	1,482.18
193662	440 000 047 01 101 5	a Phone/Internet/Datto-Rec'd	432.50	

Page 2

Date Printed 2022-05-13 9:55 AM

### Summer Village of Norglenwold List of Accounts for Approval

Batch: 2022-00051 to 2022-00061

#### **COMPUTER CHEQUE**

GL Account 312-000-260 - GST 412-300-217 - Sha	F Doid Dofund	<b>GL Transaction Description</b>	Detail Amount	Payment Amount
	T Doid Dofund			
/12_300_217 - Sha	raid Relulid	GST Tax Code	22.14	454.64
		Phone/Internet/Datto April 2	442.50	
412-300-240 - Sha	red Computer	Microsoft April 202	244.80	
312-000-260 - GST	Γ Paid Refund	GST Tax Code	34.38	721.68
412-300-217 - Sha	red Phone Fa	Credit for Error of VOIP Inst	-1,950.00	
312-000-260 - GST	Γ Paid Refund	GST Tax Code	-97.50	-2,047.50
412-300-217 - Sha	red Phone Fa	Office Phones	92.85	
312-000-260 - GST	Γ Paid Refund	GST Tax Code	4.64	97.49
412-300-242 - Sha	red IT Equipm	Credit for IT Billed	-1,100.00	
312-000-260 - GST	Γ Paid Refund	GST Tax Code	-55.00	-1,155.00
312-000-260 - GST	Γ Paid Refund	GST Tax Code	20.00	
412-300-242 - Sha	red IT Equipn	Billable Service-March-Rec'	400.00	420.00
312-000-260 - GST	Γ Paid Refund	GST Tax Code	6.25	
412-300-240 - Sha	red Computer	Billable Service-April	125.00	131.25
312-000-260 - GST	Γ Paid Refund	GST Tax Code	34.38	
412-300-217 - Sha	red Phone Fa	Internet/Phones/Datto	442.50	
412-300-240 - Sha	red Computer	Microsoft	244.80	721.68
	•		Payment Total:	826.42
2022-05-13 Canoe Procu	urement Group	of	•	
	•		17.60	
	•		0.88	18.48
			8.69	
				181.59
	•			
				14.14
	•			
				226.61
				440.82
2022-05-13 Roadata Ser	rvices		· <b>,</b> · · · · · · · · · · · · · · · · · · ·	
		Road Permits-April	15 00	
				15.75
			<b></b> •	
•				
	•	•		46.31
312-000-260 - GST	Γ Paid Refund	GST Tax Code	3.15	
242-000-255 - Mair	ntenance Pro <sub>(</sub>	Notifications-Oct 31/21 Rec'	63.00	66.15
312-000-260 - GST	Γ Paid Refund	GST Tax Code	1.58	
242-000-255 - Mair	ntenance Pro <sub>(</sub>	Notifications-Nov 30/21 Rec	31.50	33.08
			Payment Total:	145.54
2022-05-13 Very Good C	Cleaning			
			80.00	
412-300-255 - Sha	red Facility M	Office Cleaning-Jan 10 to A	1,600.00	1,680.00
		Total Ca	moutor Chague	15,030.28
	312-000-260 - GST 412-300-217 - Sha 312-000-260 - GST 412-300-242 - Sha 312-000-260 - GST 312-000-260 - GST 412-300-242 - Sha 312-000-260 - GST 412-300-240 - Sha 312-000-260 - GST 412-300-217 - Sha 412-300-217 - Sha 412-300-240 - Sha 312-000-260 - GST 412-200-510 - Sha 312-000-250 - Roa 312-000-250 - Roa 312-000-255 - Mai 312-000-255 - Mai 312-000-255 - Mai 312-000-255 - Mai	312-000-260 - GST Paid Refund 412-300-242 - Shared IT Equipn 312-000-260 - GST Paid Refund 312-000-260 - GST Paid Refund 412-300-242 - Shared IT Equipn 312-000-260 - GST Paid Refund 412-300-260 - GST Paid Refund 412-300-240 - Shared Computer 312-000-260 - GST Paid Refund 412-300-217 - Shared Phone Fa 412-300-240 - Shared Computer  2022-05-13	312-000-260 - GST Paid Refund 412-300-217 - Shared Phone Fa 312-000-260 - GST Paid Refund 412-300-242 - Shared IT Equipn 312-000-260 - GST Paid Refund 412-300-242 - Shared IT Equipn 312-000-260 - GST Paid Refund 412-300-240 - Shared Computer 312-000-260 - GST Paid Refund 412-300-240 - Shared Computer 312-000-260 - GST Paid Refund 412-300-217 - Shared Phone Fa 412-300-240 - Shared Computer 312-000-260 - GST Paid Refund 412-300-240 - Shared Computer 312-000-260 - GST Paid Refund 412-200-510 - Shared Office Sup 312-000-260 - GST Paid Refund 312-000-260 - GST Paid Refund 412-200-510 - Shared Office Sup 312-000-260 - GST Paid Refund 412-200-510 - Shared Office Sup 312-000-260 - GST Paid Refund 412-200-510 - Shared Office Sup 312-000-260 - GST Paid Refund 412-200-510 - Shared Office Sup 312-000-260 - GST Paid Refund 412-200-510 - Shared Office Sup 312-000-260 - GST Paid Refund 412-200-510 - Shared Office Sup 312-000-260 - GST Paid Refund 412-200-510 - Shared Office Sup 312-000-260 - GST Paid Refund 412-200-510 - Shared Office Sup 312-000-260 - GST Paid Refund 312-000-255 - Maintenance Prop 312-000-255 - Saraed Refund	312-000-260 - GST Paid Refund   412-300-217 - Shared Phone Fa   412-300-242 - Shared IT Equipn   312-000-260 - GST Paid Refund   412-300-242 - Shared IT Equipn   312-000-260 - GST Paid Refund   GST Tax Code   -1,100.00   312-000-260 - GST Paid Refund   GST Tax Code   -20.00   312-000-260 - GST Paid Refund   GST Tax Code   -20.00   312-000-260 - GST Paid Refund   GST Tax Code   -20.00   312-000-260 - GST Paid Refund   GST Tax Code   -25.00   312-000-260 - GST Paid Refund   GST Tax Code   -25.00   312-000-260 - GST Paid Refund   GST Tax Code   -25.00   312-000-260 - GST Paid Refund   GST Tax Code   -25.00   312-000-260 - GST Paid Refund   GST Tax Code   -25.00   312-000-260 - GST Paid Refund   GST Tax Code   -25.00   312-000-260 - GST Paid Refund   GST Tax Code   -25.00   312-000-260 - GST Paid Refund   GST Tax Code   -25.00   312-000-260 - GST Paid Refund   GST Tax Code   -24.80   Payment Total:   -20.00-260 - GST Paid Refund   GST Tax Code   -20.00   -20.00-260 - GST Paid Refund   GST Tax Code   -20.00   -20.00-260 - GST Paid Refund   GST Tax Code   -20.00   -20.00-260 - GST Paid Refund   GST Tax Code   -20.00   -20.00-260 - GST Paid Refund   GST Tax Code   -20.00   -20.00-260 - GST Paid Refund   GST Tax Code   -20.00   -20.00-260 - GST Paid Refund   GST Tax Code   -20.00   -20.00-260 - GST Paid Refund   GST Tax Code   -20.00   -20.00-260 - GST Paid Refund   GST Tax Code   -20.00   -20.00-260 - GST Paid Refund   GST Tax Code   -20.00-260 - GST Paid Refund   GST Tax Co

### **OTHER**

Payment #	Date Vendor Name			
Invoice #	GL Account	<b>GL Transaction Description</b>	<b>Detail Amount</b>	Payment Amount
3080	2022-04-21 ATB Mastercard			
25836	412-300-250 - Shared Facility Ir	r RD Over Door-Garage Dooi	670.50	
25836	312-000-260 - GST Paid Refund	d GST Tax Code	33.53	704.03
59076928	412-200-500 - Shared Printing (	Indeed-Summer Student Pc	1.81	1.81

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### Summer Village of Norglenwold List of Accounts for Approval

Batch: 2022-00051 to 2022-00061 Page 3

#### **OTHER**

Payment # Invoice #	Date Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
MICRO042022		Microsoft Charges on Tanne	51.03	51.03
111101100112022	112 000 212 Ondrod 11 Equipm	Wild obolt Grianges on Tarink	Payment Total:	756.87
3084	2022-04-30 Bell Mobility		r aymont rotan	100.01
APR132022-366	-	Reception Cell	43.95	
APR132022-366		Public Works Cell	58.95	
APR132022-366	312-000-260 - GST Paid Refund	GST Tax Code	5.15	108.05
3085	2022-04-30 Alberta Municipal Services (	Cor		
PP8-2022	412-000-265 - Pension Plan Pay		1,348.74	
2006	•			
3086	2022-04-30 Receiver General/OTH	Tov	0.640.47	
PP8-2022	412-000-263 - Income Tax Sour		2,640.17	
PP8-2022 PP8-2022	412-000-261 - CPP Source Deduct	CPP	1,816.60 639.98	5,096.75
FF0 <b>-</b> 2022	412-000-202 - El Source Deduct		039.90	3,090.73
3087	2022-04-30 Worker's Compensation Boa	ard		
25508759	412-100-211 - Shared WCB	Shared WCB	691.65	691.65
3088	2022-04-30 Bell Mobility			
APR212022-051		Mayor's Data Plan	10.00	
APR212022-051		Councilor's Mayor's Data Pl	10.00	
APR212022-051		GST Tax Code	1.50	
APR212022-051		Deputy Mayor's Data Plan	10.00	31.50
		Bopaty Mayor o Bata Fian	10.00	01.00
3090	2022-04-30 ATB Mastercard			
011355		GST Tax Code	1.60	
011355	-	Canadian Tire-Plunger for E	31.99	33.59
013849		Canadian Tire-Propane	46.99	
013849		GST Tax Code	2.35	49.34
020829	·	Kettle for Office	35.03	
020829		GST Tax Code	1.75	36.78
022466		GST Tax Code	0.25	
022466		Card for Chris	4.99	5.24
027219		GST Tax Code	1.65	
027219		Flowers for Admin Profess.	32.99	34.64
14		GST Tax Code	34.75	
14	9	GFOA Conference	695.00	729.75
1927		GST Tax Code	35.00	
1927	•	CPR & AED Training	700.00	735.00
207224		Chris's Last Day-Lunch	82.10	82.10
302635		Lunch for Staff	50.70	50.70
43225444		GST Tax Code	2.31	
43225444	•	GoDaddy-Domains	46.20	48.51
44264383		AB Land Title-SBC	20.00	20.00
98979	* - * * * * * * * * * * * * * * * * * *	GST Tax Code	17.45	
98979	·	Minute Paper	348.95	366.40
DOODLE2022	•	Doodle Renewal	109.20	109.20
INV143088369		GST Tax Code	1.00	
INV143088369		Tanner's Zoom	20.00	21.00
INV145573347	•	Teri's Zoom Communication	20.87	20.87
LGAACR0422	5	LGAA Credit	-137.81	-137.81
SUBWAY22		Charged on MC In Error	11.01	11.01
TSHEET042022	412-300-240 - Shared Computer	Intuit/Quickbooks T-Sheets	94.50	94.50
			Payment Total:	2,310.82
3094	2022-04-30 Epcor			

Page 4

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# Summer Village of Norglenwold List of Accounts for Approval Batch: 2022-00051 to 2022-00061

**OTHER** 

Payment # Invoice #	Date Vendor Name GL Account	<b>GL Transaction Description</b>	<b>Detail Amount</b>	Payment Amount
APR272022	232-000-545 - Utilities	Utilities	66.28	
APR272022	312-000-260 - GST Paid Refund	GST Tax Code	3.31	69.59
3095	2022-04-30 Receiver General/OTH			
CP4-2022	312-000-262 - CRA Remuneration	CPP	81.72	81.72
3096	2022-04-30 Direct Energy			
APR282022-754	412-300-540 - Shared Utilities	Shared Utilities	144.18	
APR282022-754	312-000-260 - GST Paid Refund	GST Tax Code	7.21	151.39
3097	2022-04-30 Direct Energy			
APR282022-979	312-000-260 - GST Paid Refund		32.62	
APR282022-979	412-300-540 - Shared Utilities	Shared Utilities	652.44	685.06
3098	2022-04-30 Town of Sylvan Lake			
APR302022-100	412-300-540 - Shared Utilities	Water for 8 14 Thevenaz	70.74	70.74
3099	2022-04-30 Town of Sylvan Lake			
APR302022-000	412-300-540 - Shared Utilities	2 Erickson Drive-Water/Sew	81.54	81.54
3101	2022-05-13 ATB Mastercard			
44330926	312-300-250 - Due from Birchclit	AB Land Title-BC	10.00	10.00
4561	412-300-510 - Shared Other Co	Going Away Dinner for Chris	98.10	98.10
60901264	412-200-500 - Shared Printing C		130.84	130.84
78453	312-000-260 - GST Paid Refund	GST Tax Code	2.83	
78453	412-200-510 - Shared Office Su	Corporate Seal-Norg	56.50	59.33
ALTALIS2022	261-000-110 - Development Ser	Altalis Annual Renewal	81.00	
ALTALIS2022	312-000-260 - GST Paid Refund	GST Tax Code	4.05	85.05
MICRO052022	412-300-240 - Shared Computer	Microsoft Charges on Tanne	51.03	51.03
VCNP2QDJLF9	312-000-260 - GST Paid Refund	GST Tax Code	14.75	
VCNP2QDJLF9	312-200-250 - Due from Jarvis E	Land Use & Dev. Admissior	295.00	309.75
		_	Payment Total:	744.10
3102	2022-05-13 Alberta Municipal Services		4 240 74	4 240 74
PP9-2022	412-000-265 - Pension Plan Pay	Pension Contribution	1,348.74	1,348.74
3103	2022-05-13 Epcor	Hallatin - Dode Dodlations	704.05	
MAY22022-9084	412-300-540 - Shared Utilities	Utilities-Both Buildings	704.85	740.00
MAY22022-908 <sup>2</sup>	312-000-260 - GST Paid Refund	GST Tax Code	35.24	740.09
3104	2022-05-13 Meridian			
MAY2022	412-200-500 - Shared Printing C	-	214.72	
MAY2022	412-300-270 - Shared Equipmer	Photocopier Lease/Printing	214.73	429.45
3105	2022-05-13 Pitney Works			
MAY32022POS	412-200-215 - Shared Postage/F	Shared Postage	4,000.00	4,000.00
3106	2022-05-13 Receiver General/OTH			
PP9-2022	412-000-263 - Income Tax Sour	Tax	3,906.39	
PP9-2022	412-000-261 - CPP Source Ded	CPP	2,234.10	
PP9-2022	412-000-262 - El Source Deduct	El	778.84	6,919.33
3107	2022-05-13 UFA Co-Operative Ltd			
113904982	412-100-266 - Shared PW Fleet	PW Fleet	151.28	
113904982	312-000-260 - GST Paid Refund		7.56	158.84
3108	2022-05-13 Waste Management of Ca	nada		
1139784-0613-1	243-000-270 - Recycling Prograi		1,526.60	
1139784-0613-1	312-000-270 - Recycling Frogram	· -	76.36	1,602.96
	5.2 555 255 GGTT did Notatio	201 147 0040	, 0.00	1,002.00

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Mayor

### Summer Village of Norglenwold List of Accounts for Approval

Batch: 2022-00051 to 2022-00061

Page 5

Administrator



# **Council Expense Claim Form**

NAME: CYRIL S. GUREVITCH, Q.C.	
POSITION: MAYOR	
MONTH ENDING: April-2022	

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
4/13/22	Lacombe Regional Emergency Advisory Committee	2.0	Mayor	\$ 175.00
4/29/22	Regular Council	3.0	Mayor	\$ 175.00
4/28/22	Meeting Prep	4.0	Mayor Prep	\$250.00
	Select Event		Title	\$0.00
	Select Event		Title	\$0.00
	Select Event		Title	\$0.00
	Select Event		Title	\$0.00
	Select Event		Title	\$0.00
	Select Event		Title	\$0.00
	Select Event		Title	\$0.00
event is o	ther please type it in.	THE TOTAL TOTAL PROPERTY OF THE PARTY OF THE	TI	\$600.00

### **Travel**

DATE	EVENT	RETURN TRIP TOTALS (KM)	RATE	TOTAL
4/13/22	Lacombe Regional Emergency Advisory Committee		\$0.61	\$0.00
4/29/22	Regular Council	12.00	\$0.61	\$7.32
4/28/22	Meeting Prep		\$0.61	\$0.00
	Select Event		\$0.61	\$0.00
	Select Event		\$0.61	\$0.00
	Select Event		\$0.61	\$0.00
	Select Event		\$0.61	\$0.00
	Select Event		\$0.61	\$0.00
	Select Event		\$0.61	\$0.00
	Select Event		\$0.61	\$0.00
				\$7.32

### **Other Expenses**

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

MAYOR:	607.20
C.A.O:	TOTAL PAYABLE: \$ 607.32



## **Council Expense Claim Form**

NAME: Jeff Ludwig
POSITION: Deputy Mayor
MONTH ENDING: April-2022

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

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### **Village Business**

DATE	EVENT	TIME SPENT	CLAIM	TOTAL
3/30/22	Lacombe Regional Emergency Advisory Committee	4 hrs	Deputy Mayor	\$150.00
4/13/22	Lacombe Regional Emergency Advisory Committee	3 hrs	Deputy Mayor	\$ 150.00
4/25/22	Sylvan Lake Regional Wastewatre Commission	3 hrs	Deputy Mayor	\$150.00
4/29/22	Regular Council	3 hrs	Deputy Mayor	\$ 150.00
4/30/22	Meeting Prep		Councillor Prep	\$200.00
4/30/22	Select Event		Title	\$0.00
	Select Event		Title	\$0.00
	Select Event		Title	\$0.00
	Select Event		Title	\$0.00
	Select Event		Title	\$0.00
f event is o	ther please type it in.	MA		\$800.00

### **Travel**

DATE	EVENT	RETURN TRIP TOTALS (KM)	RATE	TOTAL
3/30/22	Lacombe Regional Emergency Advisory Committee		\$0.61	\$0.00
4/13/22	Lacombe Regional Emergency Advisory Committee	84.00	\$0.61	\$51.24
4/25/22	Sylvan Lake Regional Wastewatre Commission	78.00	\$0.61	\$47.58
4/29/22	Regular Council	12.00	\$0.61	\$7.32
4/30/22	Meeting Prep		\$0.61	\$0.00
4/30/22	Select Event		\$0.61	\$0.00
	Select Event		\$0.61	\$0.00
	Select Event		\$0.61	\$0.00
	Select Event		\$0.61	\$0.00
	Select Event		\$0.61	\$0.00
				\$98.82

### **Other Expenses**

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

MAYOR:	 . 006 14
C.A.O:	TOTAL PAYABLE: \$ 906.14



# **Council Expense Claim Form**

NAME: Nav Rattan
POSITION: Councilor
MONTH ENDING: April-2022

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
4/1/22	Meeting Prep		Councillor Prep	\$200.00
4/6/22	Other (Conference, etc.) Communit	y Watch Program	Councillor	\$ 150.00
4/29/22	Regular Council		Councillor	\$ 150.00
	Select Event		Title	\$0.00
	Select Event		Title	\$0.00
	Select Event		Title	\$0.00
	Select Event		Title	\$0.00
	Select Event		Title	\$0.00
	Select Event		Title	\$0.00
	Select Event		Title	\$0.00
event is o	ther please type it in.	MON		\$500.00

### **Travel**

DATE	EVENT	RETURN TRIP TOTALS (KM)	RATE	TOTAL
4/1/22	Meeting Prep		\$0.61	\$0.00
4/6/22	Other (Conference, etc.)		\$0.61	\$0.00
4/29/22	Regular Council		\$0.61	\$0.00
	Select Event		\$0.61	\$0.00
	Select Event		\$0.61	\$0.00
	Select Event		\$0.61	\$0.00
	Select Event		\$0.61	\$0.00
	Select Event		\$0.61	\$0.00
	Select Event		\$0.61	\$0.00
	Select Event		\$0.61	\$0.00
				\$0.00

### **Other Expenses**

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

MAYOR:	. 500.00	
C.A.O:	<b>TOTAL PAYABLE:</b> \$ 500.00	

May 27, 2022

# **Planning and Development**

## Information Item

Agenda Item: Development Update

# **Background:**

# **Development Permit Update:**

Currently there are 99 development permits issued in the Summer Villages (35 in Birchcliff, 3 in Half Moon Bay, 14 in Jarvis Bay, 22 in Norglenwold, and 25 in Sunbreaker Cove).

### The following is the list in Norglenwold:

1. 99 Grand Avenue	Det. Gar., Dwell. Add. & Retain. Wall
2. 111 Grand Avenue	Lakeside Stairs
3. 87 Grand Avenue	Retaining Walls
4. 141 Grand Avenue	Demolition and Dwelling
5. 167 Grand Avenue	Detached Garage
6. 345 Honeymoon Drive	Dwelling
7. 345 Honeymoon Drive	Detached Garage
8. 313 Honeymoon Drive	Dwelling Add. & Garage w Guest House
9. 117 Grand Avenue	Boathouse Renovations
10.215 Grand Avenue	Landscaping/Mechanized Excavation
11.253 Honeymoon Drive	Dwelling
12.141 Grand Avenue	Mech Excavation/Concrete Pad
13.253 Honeymoon Drive	Lakeside Stairs
14.47 Grand Avenue	Dwelling Addition
15.257 Honeymoon Drive	Dwelling
16.333 Honeymoon Drive	Demolition
17.333 Honeymoon Drive	Dwelling & Garage w Guest House
18.369 Last Chance Way	Dwelling
19.355 Last Chance Way	Garage with Guest House
20.23 Grand Avenue	Detached Garage
21.205 Grand Avenue	Dwelling & Escarpment Work

Demolition (NEW)

Closed since last Council meeting:

22.53 Grand Avenue

1. 133 Grand Avenue

2. 359 Last Chance Way

Home Occupation Enclosed Deck

## **Permit Summary:**

#### Year to date 2022:

January – 0 development permits. Estimated project cost N/A. February – 0 development permits. Estimated project cost N/A. March – 1 development permit. Estimated project cost \$4,500.00 April – 1 development permit. Estimated project cost \$10,000.00

#### 2021:

January – 0 development permits. Estimated project cost N/A. February – 2 development permits. Estimated project cost \$54,000.00 March – 3 development permits. Estimated project cost \$1,910,000.00 April – 1 development permit. Estimated project cost \$10,000.00

#### **Administrative Recommendations:**

Council to accept as information.

#### **Authorities:**

Land Use Bylaw #208/13.

May 27, 2022

**Council and Legislation** 

Information Item

Agenda Item: Docks on Open Spaces

# Background:

Administration has received a number of complaints regarding the storage of docks on municipal open spaces and the installation of docks in the same areas, particularly the road allowances where new staircases were built. The docks essentially make those stairs only useful to the dock owners rather than access for all residents.

Council is committed to creating an Open Space Plan once our Land Use Bylaw rewrite is complete. This plan will address each of our open spaces and lay out what is or is not an appropriate use in any given reserve. It will also deal with the dock and mooring situation in Norglenwold.

# **Options for Consideration:**

- 1. Council accept as information.
- 2. Council discuss and provide administration with direction.

Council & Legislative

May 27, 2022

**Request for Decision** 

Agenda Item: SDAB Bylaw

## **Background:**

Administration was directed by Council in the fall to amend the Subdivision and Development Appeal Board Bylaw to allow for 3 members-at-large to sit should the chair be unavailable for a board hearing. Administration has amended the bylaw as directed (section 4.2) and attached for Council's consideration.

The Subdivision and Development Appeal Board Bylaw referenced other bylaws by bylaw number. Administration has removed these bylaw numbers from the Subdivision and Development Appeal Board Bylaw to eliminate the need to have this bylaw revised when updating other bylaws.

# **Options for Consideration:**

- 1) Council give 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> readings to the Subdivision and Development Appeal Board Bylaw #264-22.
- 2) Council accept as information.

#### **Administrative Recommendations:**

- 1) That Council give 1<sup>st</sup> reading to Bylaw #264-22.
- 2) That Council give 2<sup>nd</sup> reading to Bylaw #264-22.
- 3) That by unanimous consent Council give 3<sup>rd</sup> reading to Bylaw #264-22 at this meeting.
- 4) That council give 3<sup>rd</sup> and final reading to Bylaw #264-22.

#### **Authorities:**

MGA 627 (1)(a) A council may by bylaw establish a subdivision and development appeal board.

# SUMMER VILLAGE OF NORGLENWOLD SUBDIVISION AND DEVELOPMENT APPEAL BOARD BY-LAW NO. 264-22

A BYLAW OF THE SUMMER VILLAGE OF NORGLENWOLD IN THE PROVINCE OF ALBERTA TO ESTABLISH A SUBDIVISION AND DEVELOPMENT APPEAL BOARD.

WHEREAS the Municipal Government Act, R.S.A. 2000, Chapter M-26 provides that a municipal council is required to establish a Subdivision and Development Appeal Board;

NOW THEREFORE the Council of the Summer Village of Norglenwold, duly assembled, enact as follows:

### 1.0 <u>Title</u>

1.1 This Bylaw shall be known as the "Subdivision and Development Appeal Board Bylaw".

#### 2.0 **Definitions**

- 2.1 In this Bylaw:
  - a) "Act" means the Municipal Government Act, R.S.A. 2000, Chapter M- 26;
  - b) "Board" means the Subdivision and Development Appeal Board of the Summer Village of Norglenwold established pursuant to this Bylaw;
  - c) "Council" means the Council of the Summer Village of Norglenwold;
  - d) "Development Authority" means the person or persons appointed pursuant to the Development Authority Bylaw No. 140-95;
  - e) "Land Use Bylaw" means the Summer Village of Norglenwold Land Use Law #208-13, as amended, or replaced from time to time:
  - f) "Member" means a member and shall include the appointed alternate member(s) of the Subdivision and Development Appeal Board appointed pursuant to this Bylaw;
  - g) "Subdivision Authority" means the Subdivision Authority as established pursuant to Subdivision Authority Bylaw 224-16;
  - h) "Summer Village" means the Summer Village of Norglenwold.
- 2.2 Terms not specifically defined have the same definition as provide in the Act.

# 3.0 Establishment and Membership

3.1 The Subdivision and Development Appeal Board for the Summer Village is hereby established.

- 3.2 The Board shall consist of three persons appointed by Council, the majority of which shall be citizens-at-large. Council may annually appoint members-at-large at their organizational meeting from the community to sit as needed, provided they are not in conflict with the hearing and have or are willing to complete the required training.
- 3.3 No Member of the Commission shall:
  - a) be employed as a Development Officer with the Summer Village; or
  - b) sit as a member of the Summer Village's Municipal Planning Commission.

#### 4.0 Officers

- 4.1 The Chairman of the Board shall be appointed annually by Resolution of Council.
- 4.2 If the Chairman is absent or unable to preside at a Board meeting, the board may consist of three members-at-large from the community provided they are not in conflict with the hearing, and the members present in constituting a quorum shall elect one of them to act as Chairman for that meeting.

#### 5.0 Committees

5.1 The Board may establish committees of the Board, but where it does the Chairman shall be a member.

### 6.0 Quorum

- 6.1 A quorum for the Board shall consist of a majority of the Members, but councillors may not form the majority of the quorum.
- 6.2 A quorum for a committee of the Board shall consist of a majority of the Members of the Committee, but Councillors may not form the majority of the quorum.

## 7.0 Secretary Duties

- 7.1 Council shall appoint by Resolution a person to serve as Secretary to the Board, who shall:
  - a) not have a vote;
  - b) give all notice
    - (i) required to be given under the Act; and any regulations thereunder, and
    - (ii) directed to be given by the Board;
  - c) notify all Members of the Board of the meetings of the Board, including hearings;
  - d) prepare and maintain a file of written minutes of business transacted at all meetings, including hearings, of the Board;

- e) for each hearing, record and issue a decision of the Board and its findings, with reasons, to all affected parties;
- f) be authorized to sign on behalf of the Board any order, decision, approval, notice or any other thing made, given, or issued by the Board;
- g) undertake such other duties as Council or the Board may require.

# 8.0 Hearings and Procedures

- 8.1 The Board shall determine an appeal in accordance with the provisions of Part 17 of the Act.
- 8.2 The hearings of the Board shall be in public, but the Board may at any time recess and deliberate in private.
- 8.3 The Chairman or acting Chairman:
  - a) shall be responsible for the conduct of a meeting;
  - b) may limit a submission if it is determined to be repetitious or inappropriate in any manner.
- 8.4 A request for adjournment of a hearing may be granted at the discretion of the Board, but any adjournment must be to a specific time and date.
- 8.5 The Board may adjourn to a specific time and date upon its own volition to request technical information, legal opinions or other information desired by the Board.
- 8.6 Only those Members present at a whole hearing of an appeal shall be able to vote on the appeal, wherein those voting form a quorum.
- 8.7 A decision of the Members forming a quorum at a duly convened meeting of the Board or Committee thereof shall be deemed to be the decision of the whole Board.
- 8.8 Upon conclusion of a hearing the Board shall deliberate and reach its decision in private.
- 8.9 In the event of a tie vote, the appeal shall be deemed to be denied.
- 8.10 A decision of the Board is not final until notification of the decision is given in writing.
- 8.11 Notwithstanding Section 7(f) an order, decision or approval made, given, or issued by the Board may be signed by the Chairman of the Board.
- 8.12 If the Subdivision Authority fails or refuses to endorse a plan of subdivision or other instrument as approved by the Board on appeal, the Chairman of the Board is authorized to endorse the subdivision instrument.
- 8.13 For any procedures not covered in Part 17 of the Act or by bylaw of the Summer Village, the Board may establish procedures for the conduct of hearings.

Bylaw No. 264-22 Subdivision and Development Appeal Board Page **4** of **4** 

- 8.14 No recording of hearing procedures will be permitted on any device including, but not limited to, cell phones, tablets, tape recorders, etc.
- 8.15 No person shall be permitted to wear a hat during the hearing procedures including, but not limited to, board members, staff, delegates, or public in attendance.

# 9.0 Conflict of Interest

9.1 If a Member has direct pecuniary interest in a matter before the Board, or if a Member is aware of any reason which may lead to a possible bias when hearing the matter, the Member shall declare an interest or likelihood of bias to the Board and shall remove himself/herself from the panel, abstain from discussion and voting on the matter, and such abstention shall be recorded in the minutes.

# 10.0 Effective Date and Repeals

10.1 This Bylaw repeals Bylaw #235-18 and shall come into force ar	and
effect when it receives third reading and is duly signed.	

Read for a first time this	
Read for a second time this	
Read for a third and final time this	
	Cyril Gurevitch, Q.C., Mayor

Tanner Evans, CAO

May 27, 2022

**Council and Legislation** 

**Request for Decision** 

Agenda Item: Subdivision Authority Bylaw

# **Background:**

During recent Municipal Accountability Program Reviews (MAP) done in 2021, Municipal Affairs identified legislative gaps that needed to be addressed.

It was noted that the Subdivision Authority Bylaw appoints Council as the Subdivision Authority which makes the members of Council ineligible to sit on the Subdivision and Development Appeal Board. The bylaw has been amended to state:

"That the Subdivision Approving Authority is delegated to 2 members of the Council for the Summer Village of Norglenwold; neither of which sit as members on the Subdivision and Development Appeal Board."

# **Options for Consideration:**

- 1) Council give 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> readings to the Subdivision Authority Bylaw #266-22.
- 2) Council accept as information.

#### Administrative Recommendations:

- 1) That Council give 1streading to By-Law #266-22
- 2) That Council give 2<sup>nd</sup> reading to By-Law #266-22
- 3) Upon unanimous consent by Council to give 3rd reading at this meeting
- 4) That Council give 3<sup>rd</sup> reading to By-Law #266-22

#### **Authorities:**

MGA Section 556

# SUMMER VILLAGE OF NORGLENWOLD SUBDIVISION AUTHORITY BY- LAW #266-22

BEING A BYLAW OF THE SUMMER VILLAGE OF NORGLENWOLD IN THE PROVINCE OF ALBERTA TO ESTABLISH A SUBDIVISION AUTHORITY.

WHEREAS Section 623 of the *Municipal Government Act*, R.S.A. 2000, requires each Municipality to provide for a Subdivision Authority; and

WHEREAS Section 623 of the *Municipal Government Act*, R.S.A. 2000, allows each Municipality to delegate the authority to exercise subdivision powers and duties;

NOW THEREFORE the Council of Council of the Summer Village of Norglenwold, in the Province of Alberta, duly assembled enacts as follows:

- 1. The following words and terms are defined as follows:
  - a) "Act" means the Municipal Government Act, R.S.A. 2000, c.M-26-1, as amended;
  - b) "Authority" means either the Development or the Subdivision Authority as the case may be;
  - c) "Council" means the Council for the Municipal District of the Summer Village of Norglenwold;
  - d) "Development Officer" means a person appointed to the position of Development Officer pursuant to the Municipal District of the Summer Village of Norglenwold Land Use Bylaw;
- THAT the administration of the subdivision approval process be delegated by Council to the Development Officer, except the decision to grant approval, with or without conditions, or refuse subdivision approval, be retained by the Summer Village of Norglenwold.
- 3. THAT the Subdivision Approving Authority is delegated to 2 members of the Council for the Summer Village of Norglenwold; neither of which sit as members on the Subdivision and Development Appeal Board;
- 4. THAT the Development Officer be entitled to receive subdivision applications and endorsement fees, paid by the applicant for subdivision approval at the rates established by Council, see Appendix 'A' attached.
- 5. THAT the Development Officer be authorized to endorse plans of subdivision, separation documents, descriptive plans, transfer of land and any other documents required to register an approved subdivision at the Land Titles office, on behalf of the Summer Village of Norglenwold and the Registrar of Land Titles be authorized to accept the Agency's endorsement as if it were that of the Summer Village of Norglenwold;
- 6. THAT the Subdivision Authority has those powers and duties as set out in the ACT;

Upon third reading and duly signed, Bylaw #224-16 is hereby rescinded.

Tanner Evans, C.A.O.

READ a first time in Council assembled this 27<sup>th</sup> day of May 2022.

READ a second time in Council assembled this 27<sup>th</sup> day of May 2022.

READ a third time in Council assembled and passed this 27<sup>th</sup> day of May 2022.

Cyril Gurevitch, Q.C., Mayor

# SUMMER VILLAGE OF NORGLENWOLD SUBDIVISION AUTHORY BYLAW #224-16

## APPENDIX 'A'

The endorsement fee is charged for the number of lots to be subdivided. Reserve lots and public utility lots are exempt from the lot fee.

1-2 lots \$1,200.00 Per lot thereafter \$ 225.00

May 27, 2022

**Planning and Development** 

**Request for Decision** 

Agenda Item: Encroachment Agreement Request – 99 Grand Ave

# **Background:**

During the January 21, 2022 Council meeting, Administration provided information to Council about the Development at 99 Grand Ave (the "Lands"). Administration provided the current development permit 181322, outlined the non-compliance issues and advised Council of the Landowners' request for an encroachment agreement.

Administration was provided a real property report February 7, 2020, which has identified some concerns with the Development, including the construction of a chain link fence and a new covered porch and patio which are encroaching onto Aspen Lane. In addition, Administration is aware that the Landowners are parking a vehicle on Aspen Lane without authorization from the Summer Village.

On December 14, 2016, the Summer Village entered into an encroachment agreement with the Landowners which authorized the encroachment of a portion of the house, a well shed, a sidewalk and a railing. The encroachment agreement expired on December 14, 2021.

The sidewalk and railing have been removed but the house and well shed continue to encroach on Aspen Lane. Additionally, the chain link fence and new covered porch and patio encroach.

Aspen Lane is municipally-owned land.

At the previous Council meeting the applicant's legal representation appeared as a delegate with an argument for why the encroachment should remain as is. This included the following arguments:

- 1) The new encroachments related to the patio and eves were placed in error and their removal will be costly and affect the curb appeal of the house. Further, the porch only exceeds the property line by 1.28m at the eaves and .69m at the point that touches the ground.
- 2) A portion of the fence has been left in place as it offers physical and emotional security.

- 3) There may be other encroachments in Norglenwold.
- 4) Parking consistently happens within the road allowance, particularly the carriageway. Aspen Lane is a subservient road to Grand Ave, therefore parking should be allowed, and it is not meant to provide public access routes nor public travel.
- 5) The lakefront section of the reserve land is being used to store docks and boat lifts.

In response to these arguments administration submits the following thoughts:

1) The size of a new encroachment is not being considered. There is an open development permit with drawings that specifically show that the porch and patio not only are on private property, but also adhere to setback requirements. The encroachment size submitted by the applicant does not take into account the further setback requirements but only measures to the property line.

This development setback was discussed at the time of application. Originally the application was for a garage only, and was later amended to include the proposed covered roof extension and a retaining wall after a number of emails back and forth between administration and the applicant. This amendment included drawings showing the covered porch as compliant (not encroaching) and was presented to the MPC by the previous development officer, Koralyn Lemmon. The amendment was approved by MPC based on those drawings. A further condition of approval was that the entirety of the fence was to be moved to the property line.

The fact that it will be costly to replace, while unfortunate, is not the business of the municipality. Had it been constructed correctly in the first place, the cost of rectifying the mistake would be zero. According to Norglenwold's Encroachment Policy, "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," not to create and allow new encroachments.

- 2) Fencing in any part of the municipal lands is tantamount to giving away public municipal lands to a private owner. While the previous fenced in area was much larger and more egregious, the principal is the same. Further below you will see the recommendation of administration is to allow access to the property via a gravel road, with the rest of the road allowance being vegetated, which would also provide more privacy to the home.
- 3) While it is true that there may be other encroachments in Norglenwold, simply looking at an image in google earth does not prove this. Google earth does not necessarily provide accurate measurements, and without an actual survey we cannot know if an encroachment exists. Further to this, simply looking at a property that appears to have an encroachment and

claiming that an agreement does not exist is not accurate. Without pulling the land file or title and searching for previous approvals on any lands in question, we are making assumptions. Further to this, other potential encroachments are not in question today, and administration has previously received direction from this Council to rectify encroachments of this nature.

4) Parking does occur along Grand Ave and within the carriageway of properties, however, Norglenwold allows parking in the carriageway. According to the Land Use Bylaw, the driveway includes the carriageway and is appropriate for parking. "Carriageway(s) means the portion of the road right-of-way available for vehicular movement. Included are travelling lanes, medians, parking, and other auxiliary lanes. Not included are ditches, sidewalks and other pedestrian areas". The access provided to 99 Grand Ave is on a road allowance and a pedestrian area, therefore parking on the road allowance is prohibited.

This portion of Aspen Lane is not a subservient road to Grand Ave as has been stated by the applicant's representation, it is in fact an undeveloped road allowance. According to Norglenwold MDP section 7.3.10 "Norglenwold should consider provisions to accommodate pedestrian access on all undeveloped surveyed road allowances including those accessing the lake shore. Vehicular access on these road allowances may only be allowed by and under the direction of the municipality." According to this section of the MDP, Council does have the ability to allow vehicular access should they decide to.

For these reasons it is the opinion of administration that parking should not be allowed on the Aspen Lane road allowance and that it should be used only to access 99 Grand Ave and to provide pedestrian access to the lakeshore.

5) It is true that there are docks and lifts stored in this reserve. This is not permitted and will be dealt with shortly when Norglenwold completes it's Open Space Plan.

Administration was also asked to clarify the following questions:

- 1) Why does it appear that the applicants are being singled our in the parking and encroachment issues?
- 2) What will happen to the \$3,500 building permit deposit?
- 3) Noting the increase in price for encroachment agreements, will the Village seek to enforce all encroachments and parking issues on all residents?

In response:

- 1) As you can read below, the history of this development has been ongoing since 2016. Currently there is an open development permit on the property. This is normally the time that Administration would rectify any encroachment issues as we do not employ Bylaw Enforcement to seek out issues. We clean up encroachments through the development permit process or if any encroachments are brought forward by the Development Authority or Council.
- 2) The completions deposit is in place to ensure that all conditions of the development permit are met within a one year period, with landscaping having a two year time limit. Norglenwold's Completions Deposit Policy states that the deposit will be refunded if the development commences and continues in the manner applied for, and complies to all regulations and specifications under the LUB. If the Summer Village is required to repair damage to it's lands, the costs shall be deducted from the deposit. As is, without addressing the new encroachments, the development is not in compliance and the deposit would be forfeited.
- 3) It has been the direction of this Council to clean up any old encroachments where possible and not permit any new ones moving forward. It is the assumption of administration that this direction would continue moving forward, using the manner described in answer 1) above.

Finally, there is a claim that Councillor Rattan's wife lodged the original complaint to Council regarding parking, and therefore Councillor Rattan should recuse himself as he would have a personal bias. As you can see below in the history of the development, administration never received a complaint from Mrs. Rattan. This is the first that administration has heard of this. Regardless, it will be up to Councillor Rattan to decide a bias or interest exists and will be his decision to recuse himself or not.

#### HISTORY OF DEVELOPMENT

2016 – Administration received a complaint about the parking on Aspen Lane. Administration sent a letter on October 17, 2016 to the Landowners advising that parking on Aspen Lane was not authorized.

2016 – The Landowners entered into an encroachment agreement for the house, shed, sidewalk and railing on Aspen Lane.

2017 – Administration sent a letter to the Landowners about the unauthorized parking on Aspen Lane. Council wanted to amend the encroachment agreement to include a parking diagram or create a parking area on the Lands.

2017 – Administration advised Council that the Landowners did not want to amend the encroachment agreement and that the Landowners had agreed to park their vehicles on their Lands and not on Aspen Lane. Council made the following motion on May 26, 2017: "That Administration monitor the commitment of the residents and if necessary proceed with enforcement actions."

- 2017 The Landowners applied for a development permit for a garage with guest house which required variances. Administration recommended that parking will now be located on the Lands, Landowners stated they have always maintained the lane and it's the only access to the property.
- 2017 The MPC considered the development permit application and denied the permit because the variances were excessive.
- 2018 The Landowners applied for a development permit for a detached garage, dwelling addition (porch roof) and retaining wall. The MPC approved development permit #181322 for the detached garage, dwelling addition (porch roof) and retaining wall.
- 2019 Administration conducted an inspection of the Lands to assess completion of the development permit. The site survey, permits from Safety Codes, and the landscaping were all still outstanding.
- 2020 Administration received the site survey. The Safety Codes permits are closed, and the landscaping is complete.
- 2021 The encroachment agreement expired. Legal Counsel for the Landowners has contacted Administration to see if there is a more permanent solution to the encroachment situation.

# **Options for Consideration:**

- 1. **Deny a new encroachment agreement** The Landowners would be required to remove all encroaching structures (house, well shed, covered patio and porch and fence) to the extent they encroach onto Aspen Lane and provide an updated Real Property report confirming compliance. If the Landowners do not comply, the Summer Village could take steps to remove the encroaching structures.
- 2. Enter into a new encroachment agreement for some encroachments The Summer Village would enter into a new 5 year encroachment agreement to allow the encroachment of the well shed and house. The Landowner would be required to remove the portion of the covered patio and porch and fence to the extent they encroach onto Aspen Lane and provide an updated Real Property report confirming compliance. If the Landowners do not comply, the Summer Village could take steps to remove the encroaching structures. The homeowners would be provided access to the property while the rest of the road allowance would have the gravel road removed and would be replanted with vegetation.
- 3. Enter into a new encroachment agreement for all the encroachments The Summer Village would enter into a new 5 year encroachment agreement to allow the encroachment of the well shed, house, covered patio and porch and fence.

#### **Administrative Recommendations:**

Administration recommends Option #2. This option allows the Landowners to avoid the costly work of removing the house and well shed but requires the removal of the portion of the covered patio, porch and the fence which extend onto Aspen Lane. The well shed is needed in order to keep the lines from freezing, and the corner of the patio was a new development since the placement of the house and was shown as compliant on the currently open development permit but was not constructed in the correct location. The applicants would still have access to their property and the remainder of the road allowance would be vegetated. Administration does not recommend entering into an encroachment agreement for a period for longer than 5 years.

With respect to the unauthorized parking on Aspen Lane, Administration recommends sending a final warning letter to the Landowners. If there are further instances of non-compliance, Administration can consider enforcement options, including issuing tickets or removing of the vehicle at the expense of the Landowners.

#### **Authorities:**

Land Use Bylaw #208/13. Encroachment Policy NGC-20-087

May 27, 2022

**Planning and Development** 

**Request for Decision** 

Agenda Item: Land Use Bylaw

# **Background:**

A Land Use Bylaw has been prepared for the Summer Village of Norglenwold based on public input and studies of land use, development, and other relevant data and whereas the Land Use Bylaw describes the way in which the future development of the Village may be carried out in an orderly and economic manner.

Attached is Bylaw #267-22 for Councils review and first reading.

# **Options for Consideration:**

- 1. Give first reading to Bylaw #267-22 and schedule public hearing at next meeting, or
- 2. Amend Bylaw #267-22, then give first reading and schedule public hearing.

#### **Administrative Recommendations:**

Council to give first reading to Bylaw #267-22 with the public hearing scheduled at the next Council meeting.

#### **Authorities:**

Section 230(1) of the MGA – Council must hold a public hearing before second reading of a bylaw.

# SUMMER VILLAGE OF NORGLENWOLD LAND USE BYLAW BYLAW #267-22

A bylaw of the summer village of Norglenwold in the province of Alberta for the purpose of repealing bylaw 208/13 and adopting a land use bylaw for the summer village of Norglenwold.

WHEREAS a Land Use Bylaw has been prepared for the Summer Village of Norglenwold based on public input and studies of land use, development, and other relevant data; and

AND WHEREAS the foresaid Land Use Bylaw describes the way in which the future development of the Village may be carried out in an orderly and economic matter;

NOW THEREFORE, the Council of the Village, duly assembled, and pursuant to the authority conferred upon it by the *Municipal Government Act*, R.S.A. 2000 c. M-26 as amended, enacts as follows:

- 1. This new Bylaw may be cited as the "Summer Village of Norglenwold Land Use Bylaw".
- 2. The Land Use Bylaw of the Summer Village of Norglenwold attached hereto as Schedule "A" to this Bylaw is hereby adopted.
- 3. Bylaw 208/13, as amended, being the previous Land Use Bylaw of the Summer Village of Norglenwold, is hereby repealed.
- 4. This Bylaw may be amended by Bylaw in accordance with the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended.
- 5. This Bylaw shall come into force upon receipt of third and final reading.

**INTRODUCED AND GIVEN FIRST READING** this 27<sup>th</sup> day of May 2022.

Cyril Gurevitch, G.C., Mayor	
Tanner Evans, C.A.O.	

PUBLIC HEARING HELD this 24th day of June	<del>2</del> 2022.
GIVEN SECOND READING this 24th day of Ju	ine 2022.
GIVEN THIRD AND FINAL READING this 24 <sup>th</sup>	day of June 2022.
	Cyril Gurevitch, Q.C., Mayor
	Tanner Evans, C.A.O.



LAND USE BYLAW
BYLAW #267-22



# **CONTENTS**

GUIDE TO USING THE LAND USE BYLAW	V
1 INTRODUCTION	1
1.1 TITLE	1
1.2 PURPOSE	1
1.3 RULES OF INTERPRETATION	1
1.4 DEFINITIONS	2
1.5 ESTABLISHMENT OF FORMS	19
1.6 ESTABLISHMENT OF FEES	19
1.7 SEVERABILITY	19
1.8 REPEAL	19
2 AGENCIES	20
2.1 DEVELOPMENT AUTHORITY	20
2.2 DEVELOPMENT OFFICER	20
2.3 MUNICIPAL PLANNING COMMISSION	20
2.4 SUBDIVISION AUTHORITY	20
2.5 COUNCIL	20
3 AMENDMENTS TO THE LAND USE BYLAW	21
3.1 AMENDMENTS	21
4 PERMITS, PROCEDURES, AND CONTRAVENTIONS	24
4.1 CONTROL OF DEVELOPMENT	24
4.2 DEVELOPMENT NOT REQUIRING A DEVELOPMENT PERMIT	24
4.3 NON-CONFORMING BUILDINGS AND USES	25
4.4 APPLICATION FOR DEVELOPMENT	26
4.5 PROCESSING OF DEVELOPMENT PERMIT APPLICATIONS	28
4.6 DEVELOPMENT AGREEMENTS AND CONDITIONS	30
4.7 VARIANCES	30
4.8 NOTICE OF DECISION	31
4.9 CANCELLATION	32
4.10 COMPLIANCE WITH OTHER LEGISLATION	32
5 SUBDIVISION OF LAND	33
5.1 SUBDIVISION APPLICATION REQUIREMENTS	33
5.2 SUBDIVISION PROCESS	34
5.3 DUTIES OF THE SUBDIVISION AUTHORITY	35
5.4 SUBDIVISION REQUIREMENTS AND CONDITIONS	35
6 PROCESS FOR APPEALS	36
6.1 DEVELOPMENT APPEALS	36
6.2 SUBDIVISION APPEALS	37
6.3 APPEAL HEARINGS AND DECISIONS	37
7 ENFORCEMENT	38
7.1 GENERAL PROVISIONS	38
7.2 PROHIBITIONS	38
7.3 RIGHT OF ENTRY	38
7.4 VIOLATION WARNING	38
7.5 WARNING AND FINAL WARNING NOTICE	38
7.6 OFFENSES AND FINES	38
7.7 STOP ORDERS	38

<b>1</b>	-Z-D
7.8 ENFORCEMENT OF STOP ORDERS 7.9 VIOLATION TAGS AND TICKETS	39 39
7.9 VIOLATION TAGS AND TICKETS	39
8 GENERAL DEVELOPMENT REGULATIONS	40
8.1 ACCESS AND EGRESS	40
8.2 BUILDING DEMOLITION	40
8.3 BUILDING ORIENTATION AND DESIGN	40
8.4 CONDOMINIUMS AND MULTIPLE OWNERSHIP	40
8.5 CORNER AND DOUBLE FRONTING LOTS	41
8.6 CORNER SITE AND SITE LINE PROTECTION	41
8.7 DEVELOPER'S RESPONSIBILITY	41
8.8 FASEMENTS	42
8.9 ENVIRONMENTAL SCREENING	42
8.10 EXISTING SUBSTANDARD LOTS	42
8.11 LANDSCAPING, ENVIRONMENTAL CONSERVATION, AND DEVELOPMENT	42
8.12 LIGHTING AND SURVEILLANCE EQUIPMENT	43
8.13 MECHANIZED EXCAVATION, STRIPPING, AND GRADING OF PARCELS	43
8.14 NUMBER OF BUILDINGS ON A PARCEL	43
8.15 OBJECTS PROHIBITED OR RESTRICTED IN YARDS	44
8.16 ON-SITE AND OFF-SITE IMPROVEMENTS	44
8.17 PROJECTION INTO YARDS	44
8.18 RELOCATION OF BUILDINGS	44
8.19 SIGHT LINES AT INTERSECTIONS OF ROADWAYS	45
8.20 SITE CONDITIONS	45
8.21 SOUR GAS FACILITIES	46
8.22 WELLS AND PIPELINES	46
9 SPECIFIC DEVELOPMENT REGULATIONS	47
9.1 ACCESSORY BUILDINGS IN RESIDENTIAL DISTRICTS	47
9.2 DETACHED GARAGES	48
9.3 DRIVEWAYS AND PARKING	48
9.4 FENCING	48
9.5 HOME OCCUPATIONS	49
9.6 PRIVATE POOLS AND DECORATIVE PONDS	50
9.7 PUBLIC PROPERTIES	51
9.8 RECREATIONAL VEHICLES	51
9.9 SUITES	52
9.10 GUIDELINES FOR OTHER LAND USES	53
10 LAND USE DISTRICTS	54
10.1 ESTABLISHMENT OF LAND USE DISTRICTS	54
DI CHORELINE DECIDENTIAL DISTRICT	
R1 - SHORELINE RESIDENTIAL DISTRICT	<u>55</u>
R2 - ESTATE RESIDENTIAL DISTRICT	58
EO - ENVIRONMENTAL OPEN SPACE DISTRICT	60
CR - COMMUNITY AND RECREATION DISTRICT	61
11 LAND USE DISTRICT MAP	62

# THE LAND USE BYLAW

The Summer Village of Norglenwold Land Use Bylaw (LUB) establishes regulations affecting the development and use of land within the municipality. Regulations vary depending on the location and type of development. In addition to the LUB other bylaws or regulations of the Summer Village of Norglenwold, the provincial government, and the federal government must also be followed.

There are several parts of the Land Use Bylaw that need to be examined to understand how it works:



- The text of the Land Use Bylaw details application, appeal, and enforcement processes affecting the development and use of land within the Summer Village.
- Additional regulations are provided in Sections 7, 8, and 9 that apply to specific uses and land use districts. These regulations control what types of land uses and developments are allowed on a lot.

The following steps may assist the user:

LOCATE	The Land Use Districts Map divides the Summer Village into four land use districts. Take note of which land use district the subject property is located in. Please note that Land use districts are often referred to as "Zones" or "Zoning." In order to conform to the language of the Municipal Government Act, this document uses the terms "district" and "districting."
СНЕСК	The Table of Contents and locate the land use district that applies to your lot. Each land use district is listed in Section 10. In each land use district you will find a list of permitted and discretionary uses, subdivision regulations, development regulations, and other miscellaneous regulations. These regulations determine how and what can be developed in the district. There are definitions in Section 1.4 that should also be consulted to ensure that words and terms used in the Land Use Bylaw are understood.
REVIEW	The Table of Contents should be reviewed to see if there are any General or Specific Development Regulations that apply to the development or use in question.
DISCUSS	We encourage you to discuss your proposal or concern with Summer Village Administration. The Summer Village Administration is trained and eager to assist you with your development, subdivision, or general inquiry issues and to explain procedures. They can also assist with other situations such as enforcement or a Land Use Bylaw amendment.

Please note that the Guide to Using the Land Use Bylaw is only intended to assist users and does not form part of this bylaw.

# **INTRODUCTION**

#### 1.1 TITLE

1. This Bylaw may be cited as "The Summer Village of Norglenwold Land Use Bylaw."

#### 1.2 PURPOSE

- 1. The purpose of this bylaw is to, amongst other things:
  - a. Divide the municipality into districts;
  - b. Regulate and control or to prohibit the use and development of land and buildings in each district;
  - c. Establish the office of the Development Officer;
  - d. Establish a method of making decisions on applications for Development Permits including the issuing of Development Permits;
  - e. Provide the manner in which notice of the issuance of a Development Permit is to be given; and
  - f. Protect the shoreline and water quality of Sylvan Lake.

#### 1.3 RULES OF INTERPRETATION

- 1. Compliance with the policies in this Bylaw shall be interpreted and applied as follows:
  - a. "shall" and "must" means mandatory compliance;
  - b. "should" means compliance in principle, but is subject to the discretion of the Development Authority where compliance is impracticable or undesirable because of relevant planning principles or circumstances unique to a specific application; and
  - c. "may" means discretionary compliance or a choice in applying regulation. The regulation can be applied, enforced or implemented if the Development Authority chooses to do so. Application may depend on site specific circumstances.
- 2. Where a regulation involves two (2) or more conditions, provisions or events connected by a conjunction, the following shall apply:
  - a. "and" means all the connected items shall apply in combination;
  - b. "or" indicates that the connected items may apply singly or in combination; and
  - c. "either-or" indicates the items shall apply singly but not in combination;
  - d. words used in the singular include the plural and vice-versa;
  - e. words used in the present tense include the other tenses and derivative forms.
- 3. All measurements in this Bylaw are metric. In the case of any conflict between information expressed in metric units and in imperial units, the metric shall govern.
- 4. In the case of any conflict between a number written in numerals and a number written in letters, the number written in numerals shall govern.
- 5. In the case of any conflict between the text of this Bylaw and any maps or drawings used to illustrate any aspect of this Bylaw, the text shall govern.
- 6. Pursuant to Section 638.1 of the *Act*, in the event of a conflict or inconsistency between a land use bylaw and an *Alberta Land Stewardship Act* (ALSA) Regional Plan, the Regional Plan prevails to the extent of the conflict or inconsistency.
- 7. Words, phrases and terms not defined in this Bylaw shall be given their definition in the *Act*, the *Subdivision and Development Regulations*, or relevant enactments as the context requires. Other words shall be given their usual and customary meaning.
- 8. All references to legislation are to the most recent version of the legislation in effect, as amended, and any regulations enacted thereunder from time to time.

# 1. In this Land Use Bylaw:

	A i		
1	ABUT (OR ABUTTING)	Means immediately contiguous or physically touching, and, when used with respect to a lot or site, means that the lot or site physically touches upon another lot or site, and shares a property line or boundary line with it.	
2	ACCESSORY BUILDING	Means a building separate and subordinate to the principal building, the use of which is incidental to that principal building and is located on the same parcel of land and includes, in the residential districts, such things as storage sheds garages, and a guest house. Accessory buildings are not intended for commercial purposes and do not include sea cans.	
3	ACCESSORY USE	Means a use customarily incidental and subordinate to the principal use and is located on the same parcel of land with such principal use.	
4	ACT (OR THE ACT)	Means the Municipal Government Act, R.S.A. 2000, c. M-26, as amended.	
5	ADJACENT LAND	Means land or a portion of land that is contiguous to the land that is the subject of an application and includes land or a portion of land that would be contiguous except for a road, rail or utility right-of-way, river, or stream.  ADJACENT PROPERTIES  SUBJECT SITE  SUBJECT SITE SUBJECT SUB	
6	ADJACENT LANDOWNER	Means owners of land that is contiguous to the land that is the subject of an application, and includes owners of land that would be contiguous except for public roadway, railway, utility right-of-way, or watercourse.	
7	AGRICULTURAL OPERATION	Means an agricultural operation as defined in the <i>Agricultural Operation Practices Act</i> , R.S.A. 2000, c. A-7, as amended.	
8	ANIMAL BOARDING AND LODGING	Means a development where domestic pets are bred, boarded or trained. Animal breeding and boarding facilities include kennels but do not include animal shelters, veterinary clinics, or veterinary hospitals.	
9	APIARY	Means the keeping of honey bees for honey production, and includes a place where bee colonies (beehives) are kept on a site and where raw honey is processed and stored.	
В			
10	BASEMENT	Means a habitable portion of a building which is partly underground, but which has more than 50% percent of the distance, between the floor level and the underside of the ceiling joists, above adjacent ground elevation.	
11	BED AND BREAKFAST ESTABLISHMENTS	Means an accessory use within a single detached, owner occupied dwelling where temporary sleeping accommodations (maximum of 4 (four), excluding those used by the owner/operator/primary resident(s)), with or without meals, are provided for remuneration to members of the public. This use does not include a boarding house.	

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12	BERM	Means a landscaped mound of earth.	
13	BOARDING HOUSE	Means a building or a portion of a building without individual suites operated for the purpose of providing live-in accommodation (either room for rent or room and board) for five or more unrelated persons.	
14	BOAT HOUSE	Means an accessory building designed and used primarily for the storage of boats and is normally designed such that the main door faces the lake as to permit the direct removal of boats from the water to the structure. A boat house shall not include a dwelling, and shall not be located within the bed and shore of Sylvan Lake.	
15	BREEZEWAY	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.	
16	BUFFER	Means the use of berms, fencing and planting for the purpose of screening noises, views, dust, sprays and uses between properties where offsite impacts may occur.	
17	BUILDING	Means 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.	
18	BUILDING AREA	See "Floor Area."	
19	BUILDING DEMOLITION	Means the pulling down, tearing down, razing, or removal of a building.	
20	BUILDING LINE	Means a line, other than a parcel line, used to regulate the location of a building or structure in relationship to the abutting street(s).	
21	BUILDING HEIGHT	Means the vertical distance of a building measured from the grade to the highest point of the building (see "Grade"). The highest point of a building shall be determined without considering an elevator housing, stairway entrance, a ventilating fan, a skylight, a steeple, a chimney, a smoke stack, a firewall, a parapet wall, a flagpole or similar device or feature not structurally essential to the building.	
22	BUNK HOUSE	See "Suite, Guest House."	
		C	
23	CANNABIS	Means the same as defined in the <i>Act to Control and Regulate Cannabis</i> , S.A. 2017, Chapter 21 and any amendments thereto, and included leaves stems, buds, oil and other parts or derivatives of the cannabis plant.	
24	CANNABIS, ACCESSORY	Means an object that is commonly used in the consumption or production of cannabis. A cannabis accessory includes, but is not limited to, rolling papers or wraps, holders, pipes, water pipes, bongs and vaporizers.	
25	CANNABIS, MEDICAL	Means cannabis that is intended for medical purposes in accordance with applicable federal law.	
26	CANNABIS PRODUCTION AND DISTRIBUTION FACILITY	Means a development used principally for one or more of the following activities relating to cannabis:  a. the production, cultivation, and growth of cannabis;  b. the processing of raw materials;  c. the making, testing, manufacturing, assembling, or in any way altering the chemical or physical properties of semi-finished or finished cannabis goods or products;	

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		d. the storage or shipping of materials, goods, or products, or;
		e. the distribution and sales of materials, goods, and products to the Alberta Gaming, Liquor, and Cannabis Commission.
27	CANNABIS RETAIL SALES	Means a development used for the retail sales of cannabis (or consumable products made with cannabis) that is authorized by provincial or federal legislation. This use may include retail sales of cannabis accessories, as defined in the <i>Cannabis Act</i> , S.C. 2018, c. 16, as amended or replaced. This use does not include cannabis production and distribution facilities.
28	CARRIAGEWAY	Means that portion of the road right-of-way available for vehicular movement. Included are travelling lanes, medians, parking and other auxiliary lanes. Not included are ditches, sidewalks and other pedestrian areas.
29	CAVEAT	Means a formal notice expressing an interest in a parcel registered at Land Titles Office against the title to that parcel.
30	CELLAR	Means a portion of a structure which is mainly underground, and which has less than fifty percent (50%) of the distance, between the floor level and the underside of the ceiling joists, above adjacent ground elevation.
31	COMMERCIAL/ INDUSTRIAL USE	Means a business through which products, services, or entertainment are available to consumers, whether the general public or other commercial establishments. Commercial use shall include: bus depots, business services, drive-in businesses, funeral homes, retail stores, greenhouses, medical clinics, hotels, mail and parcel delivery services, office uses, and personal services. This use does not include: the manufacturing of products, adult uses, cannabis lounges, cannabis accessory retail sales or cannabis retail sales establishments.
32	COMMISSION	Means the Municipal Planning Commission of the Summer Village of Norglenwold, unless otherwise noted.
33	CONCEPTUAL SCHEME	Means a detailed land use plan for a specified area of land which conforms to all statutory plans and is used to relate a subdivision application to the future subdivision and development of adjacent areas. A conceptual scheme is adopted by resolution of Council, pursuant to the <i>Municipal Government Act</i> .
34	CONSTRUCTION MANAGEMENT PLAN	Means a plan provided by a development proponent that includes strategies to manage activities during active and post construction phases of a development. Construction management plans include strategies to implement low impact development techniques and best management practices for stormwater management.
35	COUNCIL	Means the Council of the Summer Village of Norglenwold.
		D
36	DATE OF ISSUE	Means the date on which the notice of a decision of the Development Authority is published, or five days after such a notice is mailed.
37	DAY HOME	Means an accessory use within a dwelling unit used to provide care and supervision, for adults or children in accordance with the <i>Child Care Licensing Act, S.A. 2007, c. 10.5, as amended,</i> as well as any other applicable Provincial or Federal legislation.
38	DECK	Means any open structure having a height greater than 0.6 m (2.0 ft.) above grade, thereby requiring stairs and railings as outlined in regulations approved under the <i>Safety Codes Act, R.S.A. 2000, c. S-01, as amended.</i> A deck shall not have walls higher than 1.25 m (4.1 ft.) from the surface of the deck floor, or a roof.
39	DECIDUOUS	Means trees, shrubs, and other forms of vegetation that seasonally shed leaves, petals, or fruit.

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40	DECORATIVE POND	Means a man-made enclosed body of water for ornamental purposes, which may include vegetation and fish.
41	DESIGNATED OFFICER	Means a person authorized by Council to act as a development authority pursuant to Section 624(2) of the <i>Act</i> .
42	DEVELOPER	Means an owner, agent or any person, firm or company required to obtain or having obtained a development permit.
		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
		<ul> <li>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;</li> </ul>
		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;
43	DEVELOPMENT	<ul> <li>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;</li> </ul>
		<ul> <li>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;</li> </ul>
		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;
		<ol> <li>the use of land for the storage or repair of motor vehicles or other machinery or equipment;</li> </ol>
		<ul> <li>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;</li> </ul>
		n. the demolition or removal of a building;
		<ul> <li>the placement of an already constructed or a partially constructed building on a parcel of land;</li> </ul>
		p. 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;
		q. the removal of topsoil from land;

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		r. the use of land for storage purposes or for the repair of equipment, vehicles or other kinds of machinery;			
		s. the installation of any type of sewage disposal system including but not limited to holding tanks; or			
		t. the digging of a well or installation of a water cistern.			
44	DEVELOPMENT AUTHORITY	Means the person or persons appointed as the Development Authority pursuant to Development Authority Bylaw No. 140-95, as amended.			
		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:			
	DEVELOPMENT	A planting plan including native vegetation;			
45	DESIGN PLAN	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.			
46	DEVELOPMENT OFFICER	Means the person(s) appointed as Development Officer(s) as established by this bylaw.			
47	DEVELOPMENT PERMIT	Means a document authorizing a development issued pursuant to this Land Use Bylaw.			
48	DISCRETIONARY USE	See "Use, Discretionary."			
49	DISTRICT (OR LAND USE DISTRICT)	Means a designated area of the municipality within which certain uniform requirements and regulations govern the use of land, and the placement, spacing and size of structures.			
50	DRAINAGE DITCH	Means a long narrow trench or furrow dug in the ground to accommodate over-land drainage.			
51	DRIVEWAY	Means a vehicle access route between the carriageway of a public road and a use on a parcel.			
52	DWELLING	Means any building or structure used exclusively for human habitation and which is supported on a permanent foundation or base.			
53	DWELLING, DUPLEX	Means a dwelling containing two (2) dwelling units which share a common wall, and located side by side or one above the other.			
54	DWELLING, FOURPLEX	Means a building containing four (4) dwelling units sharing a common wall either vertically, so dwellings are arranged one above the other, or horizontally, so that dwellings are arranged front-to-back or side-by-side. A separate, at grade, access is provided to each dwelling unit.			
55	DWELLING, MANUFACTURED HOME	Means a dwelling which is constructed with a chassis or related assembly that allows for the permanent or temporary attachment of a hitch and assembly to enable relocation of the dwelling, and further, which conforms to the Canadian Standards Association A277 and Z-240 Standards (or subsequent CSA Standards). A manufactured home may be a single structure (commonly known as a "single wide") or two parts which when put together comprises a complete dwelling (commonly known as a "double wide").			
56	DWELLING, ROW HOUSING	Means a building consisting of at least three (3) dwelling units with each unit having direct access to the outside grade, but shall not mean apartment.			

57	DWELLING, SEASONAL	Means a dwelling that lacks one or more of the basic amenities or utilities required for year-round occupancy or use such as: a permanent heating system, insulation, and/or year-round usable plumbing.		
58	DWELLING, SINGLE DETACHED	Means a building consisting of one (1) dwelling unit. A single detached dwelling is a dwelling which is normally constructed on-site. However, a single detached dwelling may be constructed in pieces offsite, or even in one piece, with the piece(s) being transported to the site for assembly on-site, and thus may be a modular dwelling.		
		Single detached dwellings do not include mobile home dwellings.		
59	DWELLING UNIT	Means a complete self-contained residence that contains sleeping, cooking and sanitary facilities intended for domestic use, and is used or intended to be used permanently or semi-permanently as a residence for a household. A dwelling unit must have a separate private entrance from the exterior of a building or from a common hall, lobby or stairway inside the building. A dwelling unit includes suites as defined in this Bylaw.		
60	EASEMENT	Means a right to use land, generally for access to other property or as a right-of-way for a public utility.		
61	ESCARPMENT	Means an extended linear topographical feature of relatively steep slope and significant change in elevation, as per the diagrams below.  Crest Top of Bank Top of Escarpment Top of Escarpment Top of Escarpment Terrace Bank Escarpment Terrace Lake Top of Escarpment Terrace Lake		
62	EVAPO- TRANSPIRATION	Means the process of water moving through a plant's roots to its leaves and stems, where it evaporates back into the atmosphere.		
63	EXCAVATION	Means any breaking of ground, except common household gardening and ground care.		
64	EXTERIOR WALL	Means any breaking of ground, except common household gardening and ground care.  Means the outermost point of a building projection, including, but not limited to, bay windows, oval windows, chimneys, veranda or other similar features, but not including roof overhangs less than 0.6 m (2.0 ft.).		
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65	FAMILY CARE FACILITY	Means a facility which provides resident service in a dwelling to six (6) or fewer individuals. These individuals are handicapped, aged, disabled or in need of adult supervision and are provided service and supervision in accordance with their individual needs. This category includes boarding homes for children, group homes, and family homes.		
66	FENCE	Means a physical barrier constructed from typical building material for the purpose of providing aesthetic decoration, visual screening, sound abatement, or to prevent unauthorized access.		
67	FINISHED GROUND ELEVATION	Means the elevation of the finished ground at any point adjoining each exterior wall of a building or structure.		
68	FLOOR AREA	Means for buildings, the total area of the floor(s) in a building measured from the outside of exterior walls and does not include a basement, cellars, attached garages, carports, or open porches.		
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69	GARAGE	Means an accessory building or part of the principal building, designed and used primarily for the storage of non-commercial motor vehicles, recreational vehicles and other chattels.		
		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 reliable surveys that the predevelopment elevation of the subject parcel varies by no more than 1.0 m (3.3 ft.) in 30 linear metres, the Development Authority may determine grade by calculating the average of the highest and lowest elevation on the parcel; or		
70	GRADE	<ul> <li>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</li> </ul>		
		<ul> <li>The Development Authority may determine grade by calculating the average elevation of the corners of the principal buildings on all properties abutting the subject parcel; or</li> </ul>		
		d. the average of the pre-development elevations at the corners of the building as shown on a survey prepared by an Alberta Land Surveyor.		
71	GROSS AREA	Means the area of a development, neighbourhood or planned area, before deductions for roads, municipal and environmental reserves and public utilities have been made.		
72	GROUP HOME	Means a development consisting of the use of a dwelling as a facility which is authorized, licensed or certified by a public authority to provide room and board for foster children or disabled persons, or for persons with physical, mental, social or behavioral problems and which may be for the personal rehabilitation of its residents either through self-help or professional care, guidance or supervision. The residential character of the development shall be primary with the occupants living together as a single housekeeping group and using cooking facilities shared in common. This does not include drug or alcohol addiction treatment centres.		
73	<b>GUEST HOUSE</b>	See "Suite, Guesthouse."		
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74	HARD LANDSCAPED AREA	Means the use of non-vegetative material, such as but not limited to monolithic concrete, or asphalt.		
<b>75</b>	HEAVY VEHICLE	Means a heavy vehicle, as per the Summer Village's Traffic Bylaw, Bylaw No. 207-12.		
		Means any occupation, trade, profession, or craft carried on by an occupant of a dwelling which is clearly secondary to the residential use of the building, and which does not change the character of or have any exterior evidence of such secondary use other than a sign as allowed in this Bylaw. For the purposes of this Bylaw, home occupations are divided into two subclassifications - major home occupations and minor home occupations - with specific regulations for each as indicated in this Bylaw.		
		A <u>minor home occupation</u> must not:		
- A	НОМЕ	a. include exterior signage advertising the occupation;		
76	OCCUPATION	b. generate pedestrian or vehicular traffic or parking and;		
		c. include the employment of persons other than residents of the dwelling.		
		A <u>major home occupation</u> may include a business which would normally:		
		a. includes exterior signage advertising the occupation;		
•		b. generate pedestrian or vehicular traffic or parking; and/or		
		<ul><li>c. includes the employment at the dwelling or accessory buildings of no more than two</li><li>(2) paid assistants, other than residents of the dwelling.</li></ul>		

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INDUSTRIAL HEMP	Means a cannabis plant – or any part of that plant – in which the concentration of THC is zero point three percent (0.3%) w/w or less in the flowering heads and leaves, as defined in the <i>Industrial Hemp Regulations</i> , SOR/2018-145, as amended or replaced.				
INDUSTRIAL HEMP PRODUCTION FACILITY	Means the use of land, buildings, or structures licensed and/or authorized to possess, sell, provide, ship, deliver, transport, destroy, produce, export and/or import industrial hemp, including related research, under the <i>Industrial Hemp Regulations</i> , SOR/2018-145, as amended, or replaced. This does not include cannabis retail sales or cannabis production and distribution facility, or the outdoor cultivation of industrial hemp.				
INSTITUTIONAL USE	Means a development of governmental, religious, social, health care, or cultural facilities serving the municipality, area, or region.			al facilities	
					J, K
KITCHEN	Means an area in a principal dwelling or suite that contains counters, cabinets, plumbing, appliances or wiring which taken together, is used for the preparation, storage, and/or cooking of food.				
					L
LAND USE BYLAW	Means the Summer Village of Norglenwold Land Use Bylaw (Bylaw #267-22) as amended.				
LAND USE DISTRICT	Means an area as described in Section 10 – Land Use Districts, and illustrated in Section 11 – Land Use District Map.				
LANDSCAPING	Means to preserve or change the natural features of a parcel by adding lawns, trees, shrubs, ornamental plantings, fences, walks, or other structures and materials used in modern landscape architecture, but does not include stockpiling and excavation.				
LANE	Means a narrow roadway intended chiefly to give access to the rear of buildings and parcels of land, also known as an alley as defined by the Traffic Safety Act, R.S.A. 2000, c. T-6, as amended.				
LOT	filed or lodged in a Albe c. a settlement lot shown lodged in an Alberta Lar d. a part of a parcel of land are described in the Cel	erta Land Ti on an offic nd Titles of d described	tles office; ial plan referred to in fice; in a Certificate of Ti	n the <i>Surveys Act</i> tha	t is filed or of the part
	e. a part of a parcel of land described in a Certificate of Title if the boundaries of the part are described in the Certificate of Title by reference to a plan of subdivision.	ROAD	DOUBLE FRONTING LOT		
			INTERIOR LOT	INTERIOR LOT	ROAD
			CORNER LOT	CORNER LOT	ũ
			RC	DAD	
	INDUSTRIAL HEMP PRODUCTION FACILITY  INSTITUTIONAL USE  KITCHEN  LAND USE BYLAW  LAND USE DISTRICT  LANDSCAPING	INDUSTRIAL HEMP INDUSTRIAL HEMP PRODUCTION FACILITY  INSTITUTIONAL USE  KITCHEN  Means an area in a principal dappliances or wiring which taken of food.  LAND USE BYLAW  LAND USE DISTRICT  LANDSCAPING  Means the Summer Village of Not appliances are the more placed. This does not include facility, or the outdoor cultivation when the serving the municipality, area, or serving the municipality, area, or serving the municipality, area, or food.  LAND USE DISTRICT  LAND USE DISTRICT  Means an area as described in Stand Use District Map.  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Means the Summer Village of Norglenwold LAND USE BYLAW  Means an area as described in Section 10-land Use District Map.  LAND USE DISTRICT  LANDSCAPING  Means an area as described in Section 10-land Use District Map.  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This does not include cannabis retail sales or canna facility, or the outdoor cultivation of industrial hemp.  INSTITUTIONAL USE  Means a development of governmental, religious, social, he serving the municipality, area, or region.  Means an area in a principal dwelling or suite that contains appliances or wiring which taken together, is used for the preparation of food.  LAND USE BYLAW  Means the Summer Village of Norglenwold Land Use Bylaw (Byland Use District Map.)  Means an area as described in Section 10 – Land Use Districts, Land Use District Map.  Means to preserve or change the natural features of a parcel or ornamental plantings, fences, walks, or other structures at landscape architecture, but does not include stockpiling and exit and use a part of a parcel of land described in a Alberta Land Titles office;  c. a settlement lot shown on an official plan referred to in lodged in an Alberta Land Titles office;  d. a part of a parcel of land described in a Certificate of Title of the boundaries of the part are described in the Certificate of Title if the boundaries of the part are described in the Certificate of Title by reference to a plan of subdivision.	INDUSTRIAL HEMP  INDUSTRIAL HEMP  INDUSTRIAL HEMP  PRODUCTION  FACILITY  INSTITUTIONAL USE  Means the use of land, buildings, or structures licensed and/or authorized to po provide, ship, deliver, transport, destroy, produce, export and/or import indust including related research, under the industrial Hemp Regulations, SOR/2018-145, as SOR/2018-145, as The Control or replaced. This does not include cannabis retail sales or cannabis production and of facility, or the outdoor cultivation of industrial hemp.  Means a development of governmental, religious, social, health care, or culturate serving the municipality, area, or region.  Means an area in a principal dwelling or suite that contains counters, cabinets, appliances or wiring which taken together, is used for the preparation, storage, and/or food.  LAND USE DISTRICT  LAND USE DISTRICT  LAND USE DISTRICT  Means the Summer Village of Norglenwold Land Use Bylaw (Bylaw #267-22) as americand Use District Map.  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86	LOT, CORNER	Means a lot having frontage on two (2) or more rights-of-way, other than lands, or in the case of a bareland condominium, a unit as described in the <i>Condominium Property Act</i> , R.S.A. 2000, c. C-22, as amended, having two (2) contiguous property lines abutting common property used as road access. For the purposes of this definition, a road shall not include an alley or lane.			
87	LOT, DOUBLE FRONTING	Means a lot which abuts two (2) roads (except alleys or lanes as defined in the <i>Traffic Safety Act</i> , R.S.A. 2000, c. T-06, as amended) which are parallel or nearly parallel where abutting the lot, but does not include a corner lot.			
88	LOT, INTERIOR	Means a lot that abuts a road only on the front line.			
		Means a lot adjacent to			
89	LOT, LAKEFRONT	a waterbody or, or that would be adjacent to a waterbody if not for a reserve lot.  LAKEFRONT LOT LAKEFRONT LOT LAKEFRONT LOT LOT LOT LAKEFRONT LOT LAKEFRONT LOT LOT LOT LOT LOT LOT LOT LOT LOT LO			
90	LOT AREA	Means the area of a lot as shown on a plan of subdivision or described in a certified copy of a Certificate of Title. Lot area includes any area dedicated to an easement or a right-of-way.			
91	LOT COVERAGE	See "Site Coverage."			
92	LOT DEPTH	Means the average horizontal distance between the front lot line and the rear lot line.			
93	LOT LINE	Means the legally defined limit of any lot.			
94	LOT LINE, FRONT	Means the boundary line of a lot lying adjacent to a highway or road, except for lakefront lots, then the front lot line shall be considered the boundary line adjacent to the lake. In the case of a corner lot, the shorter of the two boundary lines adjacent to the highway or road shall be considered the front line.			
95	LOT LINE, REAR	Means the boundary line of a lot lying opposite to and farthest from the front line of the lot. For lakefront lots, the rear lot line is the lot line farthest from the lake.			
96	LOT LINE, SIDE	Means the boundary line of a lot lying between a front line and a rear line of a lot. In the case of a corner lot, the longer of the two boundary lines adjacent to the highway or road shall be considered a side lot line.			
97	LOT, UNDEVELOPED	Means a lot that does not contain a developed residence, building or structure. May also be referred to as a 'vacant lot.'			
98	LOT WIDTH	Means the length of a line parallel to the front line or, in a lot with a curved front line, perpendicular to a line running between the mid-point of the front line and the mid-point of the rear line, measured at a distance from the front line equal to the minimum required front yard.			
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99	MANUFACTURED DWELLING UNIT	See "Dwelling, Manufactured Home."			

MECHANIZED EXCAVATION, Means the use of motorized equipment to remove, relocate or st	
STRIPPING, AND GRADING  STRIPPING AND GRADING  STRIPPING AND  STRI	ockpile soil or vegetation in
101 MUNICIPALITY Means the Summer Village of Norglenwold, unless otherwise not	ed.
MUNICIPAL Means the Municipal Government Act, R.S.A 2000, c. M-26 as am regulations passed thereunder, and may be referenced in this Lar	•
MUNICIPAL PLANNING COMMISSION  Means a commission established by the Municipal Planning Communication amended.	mission Bylaw No. 206-12, as
	N
NATURAL AREA  Means an area that is to be preserved because: it is unsuited development and/or areas that are desirable to be kept in their results.	
NON-CONFORMING BUILDING  Means a building:  a. That is lawfully constructed or lawfully under construct Bylaw or any amendment thereof affecting the building is situated becomes effective; and b. That on the date this Land Use Bylaw or any amendment does not, or when constructed will not, comply with the	or land on which the building nt thereof becomes effective
NON-CONFORMING USE  Means a lawful specific use:  a. Being made of land or a building or intended to be mad construction at the date that this Land Use Bylaw af becomes effective; and  b. That on the date the Land Use Bylaw becomes effective building under construction will not, comply with the La	fecting the land or building does not, or in the case of a
NON-PERMEABLE SURFACE  Means any man-made surface that does not allow the absorption a pre-development rate. A non-permeable surface consists of materials, concrete, asphalt, unit pavers, and compacted gravel.	_
NUISANCE  Means any act or deed, or omission, or thing, which is or could rannoying, or troublesome, or destructive or harmful, or inconvergers and/or their property, or anything troublesome or both which complaints are received either by the Municipality's or Mounted Police, whether or not such act or deed or omission or common law.	nient, or injurious to another nersome to other people for ffice or the Royal Canadian
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Means (when used with reference to a development) a use whi manner of carrying on the same, may, in the opinion of the De noise, vibration, smoke, dust or other particulate matter, odou radiation, fire, or explosive hazard, heat, humidity, glare, or materials, salvage, junk, waste or other materials, a condition Development Authority, may be or may become a nuisance, or amenities of the neighbourhood, or which may interfere with the land or building.	evelopment Authority, create or, toxic or non-toxic matter, unsightly storage of goods, which, in the opinion of the which adversely affects the
Means the use or intended use of a building or part thereof f persons or property.	or the shelter or support of

111	OCCUPANT	Means any person occupying or having control over the condition of any property and the activities conducted on the property, and includes the owner, lessee, tenant or agent of the owner.
112	OFFENSIVE	Means when used with reference to a development, a use which by its nature, or from the manner of carrying on the same, creates or is liable to create by reason of noise, vibration, smoke, dust or other particulate matter, odour, toxic or non-toxic matter, radiation, fire, or explosive hazard, heat, humidity, glare, or unsightly storage of goods, materials, salvage, junk, waste or other materials, a condition which, in the opinion of the Development Authority, may be or may become hazardous or injurious to health or safety, or which adversely affects the amenities of the neighbourhood, or interferes with or may interfere with the normal enjoyment of any land or building. For the purposes of this bylaw obnoxious shall not include activities associated with agricultural operations provided that they do not contravene generally accepted agricultural practices as defined in the <i>Agricultural Operations and Practices Act R.S.A. 2000, c. A-07, as amended.</i>
113	ORDER	Means a notice requiring compliance issued in writing by the Development Authority.
114	OUTDOOR STORAGE AND DISPLAY	Means the storage or display of equipment, goods, or materials in the open air on a permanent or continuous basis.
115	OWNER	<ul> <li>in the case of land owned by the Crown in right of Alberta or the Crown in right of Canada, the Minister of the Crown having the administration of the land, or</li> <li>in the case of any other land, the person shown as the owner of land on the municipality's assessment role prepared under the Act.</li> </ul>
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116	PARCEL	Means the aggregate of one or more area of land described in a certificate of title by reference to a plan filed or registered in an Alberta Land Titles Office.
117	PARCEL, INTERIOR	Means a parcel abutting only one street other than a lane.
118	PARCEL WIDTH	Means the greater of either the width of the site at the building line or the front boundary of the parcel.
119	PARKING AREA	Means the area set aside for the storage and/or parking of vehicles and include parking stalls, loading spaces, aisles, entrances and exits to the parking area, and traffic islands where they are part of the parking area. A parking area may be within a building.
120	PARK MODEL	<ul> <li>a. (Park Model Trailer) a unit designed to be towed by a heavy-duty tow vehicle (auto, van, pick-up truck, etc.) but is of restricted size and weight so that it does not require a special highway movement permit. The maximum width when being towed is 2.6 m (8.5 ft.). These units are designed for infrequent towing, and are not normally fitted with a 12-volt system for fixtures and appliances. Once on site in the set-up mode it normally must be connected to the local utilities. This style is normally built on a single chassis mounted on wheels. It usually has one or more slide-outs, but when in set-up mode the gross trailer area normally does not exceed 37.2 m² (400 ft.²). It conforms to the CSA Z-240 Standard for recreational vehicles.</li> <li>b. (Park Model Recreational Unit) a unit built on a single chassis mounted on wheels, which may be removed and returned to the factory. The unit is designed to facilitate occasional relocation, with living quarters for a temporary residence or seasonal use, and normally must be connected to those utilities necessary for the operation of installed fixtures and appliances. It normally has a floor area, including lofts, not exceeding 50.0 m² (540 ft.²) in the set-up mode and has a width greater than 2.6 m</li> </ul>

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		(8.5 ft.) in the transit mode. Park Model recreational units almost always require a special tow vehicle and a special permit to move on the road as the width of the unit is greater than 2.6 m (8.5 ft.). It conforms to the CSA Z-241 Standard for recreational vehicles.
		For the purposes of this Bylaw, park models are not allowed in any District within this Land Use Bylaw unless specifically identified as a permitted or discretionary use in the Residential District, and approved by the Development Authority within an approved development permit.
121	PATIO	Means any developed surface adjacent to a building on a site which is less than 0.6 m (2.0 ft.) above ground level.
122	PERGOLA	Means a structure usually consisting of parallel colonnades supporting an open roof of girders and cross rafters.
123	PERMITTED USE	See "Use, Permitted."
124	PRE-DEVELOPMENT	Means immediately prior to development.
125	PRIVATE DEVELOPMENT	Means any development carried out by an individual.
126	PRIVATE POOL	Means any outdoor private swimming pool or hot tub, whether above or below the ground, containing water for the purpose of swimming, wading or immersion of human beings.
	PRINCIPAL	Means a building which, in the opinion of the Development Authority:
127	BUILDING	a. occupies the major or central portion of a parcel; or
		b. is the chief or principal building among one or more buildings on the parcel.
128	PRINCIPAL USE	Means the primary purpose, in the opinion of the Development Authority, for which a building or parcel is used.
129	PROJECTION	Means part of a building or its accessory structures which projects beyond the main walls into the yards.
130	PUBLIC AND QUASI- PUBLIC USE	Means a use of land or a building for purposes of public administration and service and shall also include a building for the purpose of assembly, instruction, culture, recreation or other community activity.
131	PUBLIC PARK	Means a development designed or reserved for active or passive recreational use, including all natural and man-made open space and landscaping, facilities, playing fields, and buildings that are consistent with the general purposes of recreation, whether or not such recreational facilities are publicly operated or operated by other organizations pursuant to arrangements with the public authority owning the public park. Public parks include tot lots, band shells, picnic grounds, pedestrian trails and paths, landscaped buffers, playgrounds, water features, baseball diamonds, football fields, soccer pitches, and similar outdoor sports fields.
132	PUBLIC UTILITY	Means a public utility as defined in the Municipal Government Act.
133	PUBLIC UTILITY BUILDING	Means a building in which the proprietor of a public utility, as defined in the Act, maintains its office or offices and/or maintains or stores any equipment used in connection with the public utility.
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134	REAL PROPERTY REPORT	Means a codified standard report adopted by the Alberta Land Surveyor's Association which contains pertinent information on a parcel and the development which exists on the property.
135	REAR LOT LINE	"See Lot Line, Rear."

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136	REAR YARD	"See Yard, Rear."
137	RECREATIONAL FACILITY	Means a public building and grounds for community entertainment, relaxation, social activity and other leisure needs.
138	RECREATIONAL USE	Means a recreational development conducted on a unified basis on a single site where the prime reason for location may be to take advantage of natural features. A recreational use may include the provision of day to day sporting and athletic facilities and the structures incidental thereto. A recreational use does not include: extensive recreation, or a campground, a recreational vehicle park or a recreation camp.
139	RECREATIONAL VEHICLE	Means a vehicle or a portable structure designed to be used as temporary sleeping accommodation for travel and recreation purposes. Recreational vehicles include, but are not limited to, motor homes, campers, holiday trailers, fifth wheels and park model recreation vehicles. Recreational vehicles do not include manufactured home dwellings or stick built units.
140	REGISTERED OWNER	<ul> <li>Means: <ul> <li>a. In the case of land owned by the Crown in right of Alberta or the Crown in right of Canada, the Minister of the Crown having the administration of the land; or</li> <li>b. In the case of any other land: <ul> <li>i. The purchaser of the fee simple estate in the land under an agreement for sale that is the subject of a caveat registered against the certificate of title in</li> </ul> </li> </ul></li></ul>
		the land and any assignee of the purchaser's interest that is the subject of a caveat registered against the certificate of title; or  ii. In the absence of a person described in paragraph (i), the person registered under the Land Titles Act as the owner of the fee simple estate in the land.
141	RELOCATED BUILDING	Means a building that was constructed off-site in one (1) piece or in pieces and relocated to another site but does not include manufactured home dwellings.
142	REMOVAL OF TREES AND/OR SHRUBS	Means the removal of trees and/or shrubs, or the destruction thereof.
143	RENOVATION	Means an addition to, deletion from, or change to any building which does not require a permit other than a plumbing permit or an electrical permit pursuant to the <i>Safety Codes Act</i> .
144	RESERVE	Means a parcel of land owned and subject to the management of the municipality and reserved for use as natural areas, walkways or parks and playgrounds separating areas used for different purposes, and registered at an Alberta Land Titles Office as reserve, environmental reserve, or municipal reserve parcels.
145	RESERVE, COMMUNITY SERVICES	Means land designated Community Services Reserve (CSR) that may be used for community services (e.g. library, fire station, etc.), pursuant to the <i>Act</i> .
146	RESERVE, CONSERVATION	Means land designated Conservation Reserve (CR) that could not be required to be provided as environmental reserve, but which has environmentally significant features and which the municipality wishes to protect and conserve, pursuant to the <i>Act</i> .
147	RESERVE, ENVIRONMENTAL	Means land designated Environmental Reserve (ER) pursuant to the <i>Act</i> , when a subdivision occurs in an area where some of the land is undevelopable due to environmental factors.
148	RESERVE, MUNICIPAL	Means land owned by the Summer Village and designated as Municipal Reserve (MR) as defined under the <i>Act</i> . Municipal Reserve land does not include Environmental Reserve (ER) or School Reserve (SR) as defined in the <i>Act</i> .

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149	RESERVE, MUNICIPAL AND SCHOOL	Means land designated Municipal and School Reserve (MSR) that may be used for municipal and school purposes, pursuant to the <i>Act</i> .
150	RESERVE, SCHOOL	Means land designated School Reserve (SR) that may be used for school purposes, pursuant to the <i>Act</i> .
151	RESIDENTIAL USE	Means the occupation and use of land and buildings as dwellings, whether on a seasonal or year-round basis.
152	ROAD OR ROADWAY	<ul> <li>Means land:</li> <li>a. Shown as a road on a plan of survey that has been filed or registered in an Alberta Land Titles Office; or</li> <li>b. Used as a public road; and includes a bridge forming part of a public road and any structure incidental to a public road.</li> </ul>
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153	SAFETY CODES ACT	Means the <i>Safety Codes Act</i> , RSA 2000 c. S-1, as amended, and includes the regulations enacted and codes adopted thereunder from time to time.
154	SEA CAN (OR SHIPPING CONTAINER)	Means a container, originally used or intended to be used for the transportation of goods, not used as a moveable storage unit.
155	SCREEN, SCREENED, OR SCREENING	Means a fence, berm, hedge, wall or building used to separate areas or functions which detract from the appearance of the street scene and the view from the surrounding areas.
156	SEDIMENT CONTROL MEASURES	Means practices that stabilize erodible or sediment-producing areas through the use of grass, vegetation, sediment control traps, filters, barriers, swales, berms, and other measures that control the deposit of soil and earth materials. Sediment control measures may be identified in a Development Design Plan as methods of controlling sediment during active and post construction phases of development.
157	SETBACK	Means a distance additional to minimum yard requirements which may be required on parcels adjacent to the roads.  REAR SETBACK JONATISETBACK ROAD  ROAD  ROAD  ROAD  SIDE SETBACK SETBACK SETBACK SETBACK SETBACK SIDE SETBACK SETBACK SIDE SETBACK SETBACK SIDE SETBACK SIDE SETBACK SIDE SETBACK

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158	SIGHT TRIANGLE	Means an area at the intersection of roads in which all buildings, fences, vegetation and finished ground elevations shall be less than 1.0 m (3.3 ft.) in height above the average elevation of the carriageway, in order that vehicle operators may see approaching vehicles in time to avoid collision.
159	SIGN	Means any word, letter, model, placard, board, notice, device or representation, whether illuminated or not, in the nature of and employed wholly or in part for the purposes of advertisement, announcement or direction and its supporting structure.
160	SIGN, A-FRAME	Means a type of sign commonly referred to as "sandwich boards", composed of two (2) hinged or otherwise joined boards which leans on the ground.
161	SIGN, CANOPY	Means a sign which is part of, or attached to, the outside edge of a canopy but which does not extend below the bottom edge or surface of the canopy.
162	SIGN, FASCIA	Means a sign attached to, marked or inscribed on and parallel to the face of a building wall but does not include a billboard.
163	SIGN, FREESTANDING	Means a sign that is supported independently of a building wall or structure but does not include a portable sign.
164	SIGN, PORTABLE	Means a sign which is not in a permanently installed or affixed position.
165	SIGN AREA	Means the total surface area within the outer edge of a sign, and, in the case of a sign comprised of individual letters, numerals, or symbols, shall be the area of a rectangle enclosing the letters, numerals, or symbols. Frames and structural members not bearing advertising matter shall not be included in the computation of the area of a sign.
166	SITE	Means a lot or parcel on which a development exists or for which an application for a development permit is made.
167	SITE 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), non-permeable synthetic turf, patios, parking facilities, non-permeable surfaced driveways, outdoor storage and display, and all other impervious surfaces but does not include steps, eaves, or similar projections permitted in this Land Use Bylaw.
168	SOLAR ARRAY	Means multiple solar panels used in conjunction to produce electricity.
169	SOLAR ENERGY CONVERSION SYSTEM	Means the complete system required to convert solar rays into useable electricity for private use, including solar panels, mounting equipment and additional required conversion electronics.
170	SOLAR PANEL, FREESTANDING	Means a device which is used to convert energy contained within the sun's rays into electricity, which is not mounted or attached to any other structure for support.
171	STREET	Means any category of road except a lane.
<b>172</b>	STRUCTURAL ALTERATION	Means the addition to, deletion from, or change to any building which requires a permit other than a plumbing, gas or an electrical permit pursuant to the <i>Safety Codes Act, R.S.A. 2000, c. S-01, as amended.</i>
173	SUBDIVISION AND DEVELOPMENT BOARD	Means the Subdivision and Development Appeal Board appointed by Council.
174	SUBSTANDARD LOT	Means a lot created by legal subdivision prior to this bylaw coming into effect which is smaller, in area or in any dimension, than the minimum permitted lot size or dimension stipulated in the regulations of the District in which the lot is located.
K	SUITE, GUEST HOUSE	Means an accessory building (or portion of an accessory building) containing a bathroom and sleeping facilities for temporary usage only, and shall not have a kitchen or other cooking facilities. A guest house provides additional accommodation for a single-detached

dwelling located on the same parcel, is not available for rent by a third party, and does not include recreational whichs and/or sea cans.  Means a self-contained dwelling unit located within a single detached dwelling, and may include cooking, sleeping, and sanitary facilities.  PRINCIPAL WITE, SECURITY  SYNTHETIC TURF  Means a self-contained dwelling unit, either detached or within a building, used to provide accommodation for security personnel in commercial or industrial development.  TOWNSTHORY USE OR BUILDING  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, at determined by the Development Authority.  Means the upper valley break line or the line defining the uppermost or most obvious topographical discontinuity in slope distinguishing between the upper plateau and the valley wall. The "top of bank" is a natural boundary formed by the action of water for a long enough time to leave its signature on the ground-buleas concidental, it is not a historic high water mark, a flood line, or the current waterline. An Alberta Land Surveyor may be required to define the top of bank.  Means a dwelling unit operated as a temporary place to stay, with compensation, and includes all vacation rentals or a dwelling unit. The characteristics distinguish a tourist home from a dwelling unit used as a residence;  b. The commercial nature of a tourist home:  c. The intent of the occupant to stay of short term (30 days or less) vacation purposes rather than use the property as a residence;  b. The commercial nature of a tourist home from a formation of the following:  a. The management or advertising of the dwelling unit as a tourist home or "vacation rental," on any website such as Airbnb or VRBO; and/or  d. The use of a system of reservations, deposits, confirmations, credit cards, or other formation of the following:  a. The management or advertising of the dwelling unit as a tourist home.  Means			Γ <b>-</b> Ζ <b>-</b> D	
SUITE, SECURITY   Means a self-contained dwelling unit, either detached or within a building, used to provide accommodation for security personnel in commercial or industrial development.    SYNTHETIC TURE				
TOP OF BANK  TOP O	175	SUITE, SECONDARY	located within a single detached dwelling, and may include cooking, sleeping, and sanitary facilities.  PRINCIPAL DWELLING  SECONDARY	
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, at determined by the Development Authority.  Means the upper valley break line or the line defining the uppermost or most obvious topographical discontinuity in slope distinguishing between the upper plateau and the valley wall. The "top of bank" is a natural boundary formed by the action of water for a long enough time to leave its signature on the ground. Unless coincidental, it is not a historic high water mark, a flood line, or the current waterline. An Alberta Land Surveyor may be required to define the top of bank.  Means a dwelling unit operated as a temporary place to stay, with compensation, and includes all vacation rentals of a dwelling unit. The characteristics distinguish a tourist home from a dwelling unit used as a residence may include any of the following:  a. The intent of the occupant to stay for short-term (30 days or less) vacation purposes rather than use the property as a residence;  b. The commercial nature of a tourist home;  c. The management or advertising of the dwelling unit as a tourist home or "vacation rental," on any website such as Airbnb or VRBO; and/or  d. The use of a system of reservations, deposits, confirmations, credit cards, or other forms of electronic payments, etc.  No recreational vehicle, dwelling unit or guest house suite shall be used as a tourist home.  Means an area used for hiking, cross-country skiing or other forms of non- motorized recreational travel.  Weans an area used for hiking, cross-country skiing or other forms of non- motorized recreational travel.  USE  Means a use which may be compatible with other uses in the district, for which it is occupied or maintained.  Weans a use which may be compatible with other uses in the district, for which a Development	176	SUITE, SECURITY		
exist for a timeframe of up to (but not exceeding) two years, at determined by the Development Authority.  Means the upper valley break line or the line defining the uppermost or most obvious topographical discontinuity in slope distinguishing between the upper plateau and the valley wall. The "top of bank" is a natural boundary formed by the action of water for a long enough time to leave its signature on the ground. Unless coincidental, it is not a historic high water mark, a flood line, or the current waterline. An Alberta Land Surveyor may be required to define the top of bank.  Means a dwelling unit operated as a temporary place to stay, with compensation, and includes all vacation rentals of a dwelling unit. The characteristics distinguish a tourist home from a dwelling unit used as a residence may include any of the following:  a. The intent of the occupant to stay for short-term (30 days or less) vacation purposes rather than use the property as a residence;  b. The commercial nature of a tourist home;  c. The management or advertising of the dwelling unit as a tourist home or "vacation rental," on any website such as Airbnb or VRBO; and/or  d. The use of a system of reservations, deposits, confirmations, credit cards, or other forms of electronic payments, etc.  No recreational vehicle, dwelling unit or guest house suite shall be used as a tourist home.  Means an area used for hiking, cross-country skiing or other forms of non- motorized recreational travel.  USE  Means the purpose or activity for which a site, a parcel of land, or a lot and any buildings located on it are designed, arranged, developed, or intended, or for which it is occupied or maintained.  USE,  Means a use which may be compatible with other uses in the district, for which a Development	177	SYNTHETIC TURF	Means a surface of synthetic fibers made to look like natural grass.	
exist for a timeframe of up to (but not exceeding) two years, at determined by the Development Authority.  Means the upper valley break line or the line defining the uppermost or most obvious topographical discontinuity in slope distinguishing between the upper plateau and the valley wall. The "top of bank" is a natural boundary formed by the action of water for a long enough time to leave its signature on the ground. Unless coincidental, it is not a historic high water mark, a flood line, or the current waterline. An Alberta Land Surveyor may be required to define the top of bank.  Means a dwelling unit operated as a temporary place to stay, with compensation, and includes all vacation rentals of a dwelling unit. The characteristics distinguish a tourist home from a dwelling unit used as a residence may include any of the following:  a. The intent of the occupant to stay for short-term (30 days or less) vacation purposes rather than use the property as a residence;  b. The commercial nature of a tourist home;  c. The management or advertising of the dwelling unit as a tourist home or "vacation rental," on any website such as Airbnb or VRBO; and/or  d. The use of a system of reservations, deposits, confirmations, credit cards, or other forms of electronic payments, etc.  No recreational vehicle, dwelling unit or guest house suite shall be used as a tourist home.  Means an area used for hiking, cross-country skiing or other forms of non- motorized recreational travel.  USE  Means the purpose or activity for which a site, a parcel of land, or a lot and any buildings located on it are designed, arranged, developed, or intended, or for which it is occupied or maintained.  USE,  Means a use which may be compatible with other uses in the district, for which a Development			Т	
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all vacation rentals of a dwelling unit. The characteristics distinguish a tourist home from a dwelling unit used as a residence may include any of the following:  a. The intent of the occupant to stay for short-term (30 days or less) vacation purposes rather than use the property as a residence;  b. The commercial nature of a tourist home;  c. The management or advertising of the dwelling unit as a tourist home or "vacation rental," on any website such as Airbnb or VRBO; and/or  d. The use of a system of reservations, deposits, confirmations, credit cards, or other forms of electronic payments, etc.  No recreational vehicle, dwelling unit or guest house suite shall be used as a tourist home.  Means an area used for hiking, cross-country skiing or other forms of non- motorized recreational travel.  USE  Means the purpose or activity for which a site, a parcel of land, or a lot and any buildings located on it are designed, arranged, developed, or intended, or for which it is occupied or maintained.  Weans a use which may be compatible with other uses in the district, for which a Development	179	TOP OF BANK	topographical discontinuity in slope distinguishing between the upper plateau and the valley wall. The "top of bank" is a natural boundary formed by the action of water for a long enough time to leave its signature on the ground. Unless coincidental, it is not a historic high water mark, a flood line, or the current waterline. An Alberta Land Surveyor may be required to define	
TRAIL  recreational travel.  U  Means the purpose or activity for which a site, a parcel of land, or a lot and any buildings located on it are designed, arranged, developed, or intended, or for which it is occupied or maintained.  Means a use which may be compatible with other uses in the district, for which a Development	180	TOURIST HOME	<ul> <li>all vacation rentals of a dwelling unit. The characteristics distinguish a tourist home from a dwelling unit used as a residence may include any of the following: <ul> <li>a. The intent of the occupant to stay for short-term (30 days or less) vacation purposes rather than use the property as a residence;</li> <li>b. The commercial nature of a tourist home;</li> <li>c. The management or advertising of the dwelling unit as a tourist home or "vacation rental," on any website such as Airbnb or VRBO; and/or</li> <li>d. The use of a system of reservations, deposits, confirmations, credit cards, or other forms of electronic payments, etc.</li> </ul> </li> </ul>	
Means the purpose or activity for which a site, a parcel of land, or a lot and any buildings located on it are designed, arranged, developed, or intended, or for which it is occupied or maintained.  Means a use which may be compatible with other uses in the district, for which a Development	181	TRAIL		
USE located on it are designed, arranged, developed, or intended, or for which it is occupied or maintained.  Means a use which may be compatible with other uses in the district, for which a Development		U.		
	182	USE	located on it are designed, arranged, developed, or intended, or for which it is occupied or	
	183			

184	USE, PERMITTED	Means a use which is compatible with other uses in the district and for which a Development Permit shall be issued provided it otherwise conforms to this Land Use Bylaw.
		Means the building in which the proprietor of a utility:
		a. Maintains its office(s), and/or
185	UTILITY BUILDING	b. Maintains or houses equipment used in connection with the utility and which is not a public utility right-of-way.
		V
186	VACATION RENTAL	Means the licensed use of any type of residential dwelling unit or suite as temporary lodging (less than 30 days at any one time) for paying guests.
		W
187	WALKWAY	Means a public right-of-way for use by pedestrians only, which is registered at the Alberta Land Titles Office as a walkway or a reserve.
188	WALKING TRAIL	Means an unregistered hard or granular surfaced pathway used primarily for leisure and active transportation purposes like walking and bicycling.  Note: Added to differentiate from walkway (no right-of-way).
	WASTEWATER	Means a privately or publicly owned system for treating sewage effluent, recognized by the
189	COLLECTION SYSTEM	appropriate regulatory agency, consisting of either a municipal or an on-site on-parcel sewage collection system.
100	WIND ENERGY	Means one or more buildings designed to convert wind energy into mechanical or electrical energy, including a wind energy conversion system (WECS) consisting of a wind turbine, a
190	CONVERSION SYSTEM, LARGE	tower and associated control or conversion electronics, which has a rated capacity of more than 300 kW.
191	WIND ENERGY CONVERSION SYSTEM, MICRO	Means a system of one or more buildings designed to convert wind energy into mechanical or electrical energy which has a rated capacity of less than 0.5 kW. Micro wind energy conversion systems are small in height and diameter and may be installed on the roof of a building.
192	WIND ENERGY CONVERSION SYSTEM, SMALL	Means a system of one or more buildings designed to convert wind energy into mechanical or electrical energy which has a rated capacity of not more than 300 kW and which is intended to provide electrical power for use on-site (either behind the meter or off-grid) and is not intended or used to produce power for resale.
193	WOODSHED	Means a structure for the storage of firewood. A woodshed may have a hard or soft surface roof/cover, and shall include a maximum of three walled sides. A woodshed has a maximum floor area of $7.0  \text{m}^2$ ( $75  \text{ft.}^2$ ).
		X, Y, Z
194	YARD	Means an open space on the same site as a building and which is unoccupied and unobstructed from the ground upward except as otherwise provided herein.
195	YARD, FLANKAGE	Means the side yard which abuts a street on a corner parcel.
		Means:
		a. In the case of parcels <u>abutting</u> Sylvan Lake or a reserve parcel abutting the lake, a yard extending across the full width of a parcel measured perpendicularly from the boundary of the parcel abutting the lake to the front wall of the principal building,
196	YARD, FRONT	situated on the parcel; or
		b. In the case of parcels <u>not abutting</u> Sylvan Lake or a reserve parcel abutting the lake, a yard extending across the full width of a parcel measured perpendicularly from the front boundary of the parcel to the front wall of the principal building situated on the parcel.

197	YARD, REAR	Means:  a. In the case of parcels abutting Sylvan Lake or a reserve parcel abutting the lake, a yard extending across the full width of a parcel measured perpendicularly from the rear wall of the principal building situated on the parcel to the boundary abutting the street; or
		b. In the case of parcels not abutting Sylvan Lake or a reserve parcel abutting the lake, a yard extending across the full width of a parcel measured perpendicularly from the rear wall of the principal building situated on the parcel to the rear property boundary of the parcel.
198	YARD, SIDE	Means a yard extending from the front yard to the rear yard between the side boundary of the parcel and the wall of principal building thereon.

All other words and expressions have the meaning respectively assigned to them in the *Act*, other Acts of the Province of Alberta, or common law.

# 1.5 ESTABLISHMENT OF FORMS

- 1. For the purpose of administering the provisions of this Land Use Bylaw, the Council shall, by resolution, authorize the preparation and the use of such forms and notices as it may deem necessary.
- 2. Any such forms or notices are deemed to have the full force and effect of this Land Use Bylaw in the execution of the purpose for which they were designed, authorized and issued.

# 1.6 ESTABLISHMENT OF FEES

1. 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 Norglenwold Fees Bylaw. Council may amend the bylaw to increase, decrease, or establish new fees by an amendment bylaw.

# 1.7 SEVERABILITY

1. If one or more provisions of this Land Use Bylaw for any reason are declared to be invalid by a court of competent jurisdiction, that decision will not affect the validity of the remaining parts of this Bylaw.

#### 1.8 REPEAL

1. Land Use Bylaw 208/13 and all amendments thereto are hereby repealed.



# **AGENCIES**

# 2.1 DEVELOPMENT AUTHORITY

- 1. The Development Authority is established by the Summer Village's Development Authority Bylaw.
- 2. The Development Authority shall be appointed by resolution of Council.
- 3. The Development Authority shall be:
  - a. the Municipal Planning Commission of the Summer Village; and the
  - b. the Development Officer of the Summer Village.
- 4. If the decision on a development permit application is to be made by the Municipal Planning Commission, the term Development Authority, when used in this Bylaw, shall be the Municipal Planning Commission.
- 5. If the decision on a development permit application is to be made by the Development Officer, the term Development Authority, when used in this Bylaw, shall be the Development Officer.

#### 2.2 DEVELOPMENT OFFICER

- 1. Council shall appoint one or more Development Officer(s) who shall be designated officers within the meaning of the Act.
- 2. The Development Officer shall perform such duties that are specified in this Land Use Bylaw, including among other things:
  - a. Keeping and maintaining for the inspection of the public during all reasonable hours, a copy of this Land Use Bylaw and all amendments thereto; and
  - b. Keeping a register of all applications for development, including the decisions thereon and the reasons therefore. This information will be released to the public upon request in accordance with the *Freedom of Information and Protection of Privacy Act*.
- 3. The Municipal Planning Commission may act in place of a Development Officer.

#### 2.3 MUNICIPAL PLANNING COMMISSION

- 1. The Municipal Planning Commission:
  - a. Is authorized to act as the Development Authority in those matters prescribed in this Bylaw and the Municipal Planning Commission Bylaw No. 206-12, as amended;
  - b. Shall consider and if necessary state terms and conditions on any other planning or development matter referred by the Development Officer or Administration;
  - c. May direct the Development Officer or Administration to review, research or make recommendations on any other planning and development matter; and
  - d. Make recommendations to Council on planning and development matters.

#### 2.4 SUBDIVISION AUTHORITY

- 1. The Subdivision Authority of the Summer Village shall be as established by the municipality's Subdivision Authority Bylaw to act on behalf of Council in those matters delegated to it by this Bylaw and the Subdivision Authority Bylaw.
- 2. The Subdivision Authority shall be appointed by resolution of Council.

#### 2.5 COUNCIL

1. Council shall be authorized to decide upon all development permit applications within a Direct Control District and to issue such decisions that it sees fit.

# **AMENDMENTS TO THE LAND USE BYLAW**

# 3.1 AMENDMENTS

- 1. Subject to the Act, any Section of this Bylaw may be amended in accordance with this Bylaw.
- 2. Council may at any time initiate an amendment to this Bylaw by directing the Development Officer to initiate an amendment.
- 1. A person may make application to the Development Officer for amendment to this Land Use Bylaw.
- 2. All applications for amendment to this bylaw shall be accompanied by the following:
  - a. A statement of the specific amendment requested;
  - b. The purpose and reasons for the application;
  - c. If the application is for a change of district:
    - i. the legal description of the lands;
    - ii. a plan showing the location and dimensions of the lands; and
    - iii. a copy of the Certificate of Title for the land affected or other documents satisfactory to the Development Authority indicating the applicant's interest in the said land that is dated within thirty (30) days of application;
  - d. The applicant's interest in the lands; and
  - e. An application fee to be established by resolution of Council.
- 3. If the amendment is for the redistricting of land, the Development Officer may require:
  - a. A conceptual scheme (or area structure plan) for the area to redistricted, to the level of detail specified by the Development Officer that provides Council with information to determine:
    - i. If the site is suitable for the intended use;
    - ii. If the site can be reasonably and cost effectively services; and
    - iii. that the proposed amendment will not unduly impact the rights of adjacent landowners to use and enjoy their property; and
  - b. Payment of a fee equal to the costs incurred by the municipality to review the proposed redesignation and/or related conceptual scheme, or if necessary to prepare a conceptual scheme; and
  - c. Technical studies requested by the Development Officer to assess site suitability and servicing requirements.
- 4. Upon receipt of an application to amend this Land Use Bylaw, the Development Officer shall analyze the potential impacts of development that would result from the proposed amendment. This analysis must consider the full development potential for the proposed amendment and shall, among other things, consider the following impact criteria:
  - a. Relationship to and compliance with approved statutory plans and Council policies;
  - b. Relationship to and compliance with approved statutory plans, conceptual schemes, or plans in preparation;
  - c. Relationship to and compatibility with the Sylvan Lake Intermunicipal Development Plan;
  - d. Compatibility with surrounding development in terms of land use function and scale of development;
  - e. Traffic impacts;
  - f. Relationship to, or impacts on, water and sewage systems, and other public utilities and facilities such as recreation facilities and schools;
  - g. Relationship to municipal land, right-of-way, or easement requirements;
  - h. Effect on stability, retention and rehabilitation of desirable existing land uses, buildings, or both in the area;
  - i. Necessity and appropriateness of the proposed amendment in view of the stated intentions of the applicant; and
  - j. Relationship to the documented concerns and opinions of area residents regarding development implications.

- 5. Upon receipt of an application to amend the Land Use Bylaw, the Development Officer shall:
  - a. prepare a report with recommendations on the proposed amendment for Council and an amending Bylaw for consideration of first reading by Council;
  - b. mail notify or deliver in person a written notice to landowners who are adjacent to the parcel of land affected by the proposed amendment or to a larger area as directed by Council;
  - c. provide notice of the Public Hearing to the applicant, the owner of the subject land if different than the applicant, to all directly adjacent property owners, and any other individuals or organizations identified by Council;
  - d. prepare a report and recommendation, including maps and other material, on the application, prior to a Public Hearing on the application for amendment; and
  - e. inform the applicant of the recommendation to Council.
- 6. Council, in considering an application for an amendment to this Land Use Bylaw, may at its sole discretion:
  - a. Refuse the application; or
  - b. Refer the application for further information; or
  - c. Pass first reading to a bylaw to amend this Land Use Bylaw, with or without amendments; or
  - d. Defeat first reading of a bylaw to amend this Land Use Bylaw; or
  - e. Pass first reading of an alternative amendment to this Land Use Bylaw.
- 7. Following first reading of an amending bylaw, Council shall establish the date, time and place for a public hearing on the proposed bylaw.
- 8. If a bylaw to establish procedures for public hearings has not been passed, the Summer Village shall:
  - a. Outline the procedures to be followed by any person, group of persons or person representing them who wish to be heard at the public hearing; and
  - b. Outline the procedure for conducting the public hearing.
- 9. Following first reading of an amending bylaw, the Development Officer must give notice of the public hearing by:
  - a. Publishing notice at least once a week for two (2) consecutive weeks in at least one (1) newspaper or other publication circulating in the area to which the proposed bylaw relates; or
  - b. Mailing or delivering notice to every residence in the Summer Village.
- 10. A notice of a public hearing must be advertised at least five (5) days before the public hearing occurs.
- 11. A notice must contain:
  - a. A statement of the general purpose of the proposed bylaw and public hearing;
  - b. The address where a copy of the proposed bylaw and any document relating to it or the public hearing may be inspected; and
  - c. The date, place and time where the public hearing will be held.
- 12. In the case of an amendment to change the district designation of a parcel of land, the Development Officer must, in addition to the requirements of Section 3.1.11::
  - a. Include in the notice:
    - i. The municipal address, if any, and the legal address of the parcel of land; and
    - ii. A map showing the location of the parcel of land;
  - b. Give written notice containing the information described in Section 3.1.12 to the owner of that parcel of land at the name and address shown on the certificate of title (or tax roll); and
  - c. Give written notice containing the information described in Section 3.1.12 to each owner of adjacent land at the name and address shown for each owner on the tax roll of the municipality.
- 13. If the land referred to in Section 3.1.13.c is in an adjacent municipality, the written notice must be given to that municipality and to each owner of adjacent land at the name and address shown for each owner on the tax roll of that municipality.

- 14. Notwithstanding Sections 3.1.7 to 3.1.9, the Land Use Bylaw may be amended without giving notice or holding a public hearing if the amendment corrects clerical, technical, grammatical, or typographical errors and does not materially affect the Land Use Bylaw in principle or substance.
- 15. In the public hearing, Council:
  - a. Must hear any person, group of persons, or person representing them, who claim(s) to be affected by the proposed bylaw and who has complied with the procedures outlined by Council; and
  - b. May hear any other person who wishes to make representations and whom the Council agrees to hear.
- 16. After considering the representations made to it about the proposed bylaw at the public hearing and after considering any other matter it considers appropriate, Council may:
  - a. Pass the bylaw;
  - b. Defer it for further information or comment;
  - c. Make any amendment to the bylaw it considers necessary and proceed to pass it without further advertisement or hearing; or
  - d. Defeat the bylaw.
- 17. Prior to third reading of the proposed bylaw, Council may require the applicant to apply for a Development Permit and negotiate a development agreement in respect of the proposal which initiated the application for amendment.
- 18. After third reading of the proposed bylaw, the Development Officer shall send a copy of it to:
  - a. The applicant;
  - b. The registered owner of the land if not the applicant;
  - c. The municipality Planner; and
  - d. The adjacent municipality, if it received a copy of the proposed bylaw pursuant to Section 3.1.13.
- 19. The Development Officer shall not accept an application for an amendment which is identical or similar to an application which was refused by Council, for a period of six (6) months after the date of the refusal unless, in the opinion of the Development Officer, the reasons for refusal have been adequately addressed or the circumstances of the application have changed significantly.

# PERMITS, PROCEDURES, AND CONTRAVENTIONS

# **4.1 CONTROL OF DEVELOPMENT**

- 1. Development Permits are required to ensure that all development is achieved in an orderly manner.
- 2. No development other than that designated in Section 4.2 shall be undertaken within the Summer Village unless an application for it has been approved and a development permit has been issued.
- 3. In addition to meeting the requirements of this Bylaw, it is the responsibility of the applicant to ensure and obtain other required provincial and federal approvals, permits and/or licenses.
- 4. Further, in addition to meeting the requirements of this Bylaw, it is the responsibility of the applicant to ensure that their development is consistent with the conditions of any registered easements or covenants which affect the subject site.
- 5. Notwithstanding Section 4.1.2 above, where a variance to any regulation in this Bylaw is required for any development listed in Section 4.2, a development permit shall be required.

#### 4.2 DEVELOPMENT NOT REQUIRING A DEVELOPMENT PERMIT

- 1. The following development shall not require a development permit provided that the development otherwise complies with all other regulations of this Bylaw:
  - a. The carrying out of works of improvement, maintenance, repairs or renovation to any, but not limited to, building, deck, and/or driveway provided that such works do not include structural alterations, additions, or drainage alterations and that the works comply with the regulations of this Land Use Bylaw.
  - b. The completion of any development which has lawfully commenced before the passage of this Land Use Bylaw or any amendment thereof, provided that the development is completed in accordance with the terms of any permit granted in respect of it, and provided that it is completed within twelve (12) months of the date of notification of the permit;
  - c. The use of any such development as is referred to in Section 4.2.1.b for the purpose for which development was commenced;
  - d. The erection or construction of gates, fences, walls or other means of enclosures less than:
    - i. 1.0 m (3.3 ft.) in height in front yard;
    - ii. 1.0 m (3.3 ft.) in height in rear yards on lakefront lots; and
    - iii. and less than 2.0 m (6.6 ft.) in other yards;

and the maintenance, improvement and other alterations of any gates, fences, or walls or other means of enclosure unless the gate, fence, wall, etc. exceeds the regulations indicated in Section 9.4;

- e. A temporary building other than a dwelling, the sole purpose of which is incidental to the carrying out of a development for which a permit has been issued under this Land Use Bylaw;
- f. The installation, maintenance and repair of public works, services, or utilities carried out by or on behalf of federal, provincial, and/or municipal authorities on land that is publicly owned or controlled;
- g. For the maintenance of private sewer systems that can be undertaken without excavation of all or part of the system;
- h. Any development carried out by or on behalf of the Crown;
- i. Any development carried out by or on behalf of the municipality provided that such development complies with all applicable provisions of this Land Use Bylaw;
- j. Up to a maximum of two (2) accessory buildings with a floor area of 9.5 m<sup>2</sup> (102.3 ft.<sup>2</sup>) or less each and a building height of 2.5 m (8.2 ft.) or less on a lot, including garden or tool sheds, workshops, potting sheds and other similar structures provided that they are moveable and provided they otherwise comply with the provisions of this Land Use Bylaw.
- k. Development specified in section 618 (1) and (4) of the Act, which includes:
  - i. A highway or road;
  - ii. A well or battery within the meaning of the Oil and Gas Conservation Act;

- iii. A pipeline or an installation or structure incidental to the operation of a pipeline; or
- iv. Any other thing specified by the Lieutenant Governor in Council by regulation, which includes but is not limited to construction of buildings or the construction or installation of equipment, navigational aids, and communications systems for use in connection with the operation of airports owned by or on land vested in the Crown in right of Canada, the Crown in right of Alberta, or a municipal corporation;
- I. The erection of one (1) unilluminated sign of the following nature and size for each use within a building or on a parcel, provided such signs do not resemble or conflict with traffic signs;
  - i. A facia sign or freestanding sign for the purpose of identification, direction and warning not exceeding 0.2 m<sup>2</sup> (2.15 ft.<sup>2</sup>);
  - ii. A facia sign or freestanding sign relating to a person, partnership or company carrying on a profession, business or trade not exceeding 0.3 m<sup>2</sup> (3.23 ft.<sup>2</sup>);
  - iii. A facia sign or freestanding sign relating to a religious, educational, cultural, recreational or similar institution not exceeding 1.0 m<sup>2</sup> (10.76 ft.<sup>2</sup>);
  - iv. A portable sign or notice, relating to the sale or lease of land or buildings, sale of goods or livestock by auction, carrying out of construction, or the announcement of any local event of a religious, educational, cultural, political, or governmental nature not exceeding 3.0 m² (32.3 ft²) and limited in display to the period of completion of the sale, lease, construction or event; and
  - v. A flag attached to a single upright flag-pole;
- m. landscaping where the proposed grades will not adversely affect the subject or adjacent properties or result in an increase in surface water and sediment run-off into Sylvan Lake;
- n. development within a basement that does not change or add to the uses within a dwelling;
- o. a minor home occupation;
- p. apiaries for the keeping of a colony of up to 1,000 bees and no more than 1 queen;
- q. the erection of campaign signs for federal, provincial, municipal or school board elections on privately-owned lots for no more than thirty (30) days, or such time as regulated under provincial or federal legislation provided that:
  - i. such signs are removed within one (1) day after the election date;
  - ii. such signs do not obstruct or impair vision or traffic; and
  - iii. such signs indicate the name and address of the sponsor and the person responsible for removal;
- r. roof mounted solar energy collection systems;
- s. a maximum of one woodshed with a floor area not more than 7.0 m2 (75.0 ft.2);
- t. pergolas less than 10.0 m2 (107.6 ft.2) in area and less than 4.3 m (14.1 ft.) in height;
- u. micro wind energy conversion systems; and
- v. the demolition or removal of any building or structure for which erection a development permit would not be required pursuant to Section 4.2.1.a to 42.1.s, both inclusive.

#### 4.3 NON-CONFORMING BUILDINGS AND USES

- 1. A non-conforming use of land or a building may be continued, but if that use is discontinued for a period of six (6) consecutive months or more, any future use of the land or building must conform to this Bylaw.
- 2. A non-conforming use of part of a building may be extended throughout the building but the building, whether or not it is a non-conforming building, may not be enlarged or added to and no structural alterations may be made thereto or therein.
- 3. A non-conforming use of part of a lot may not be exceeded or transferred in whole or in part to any other part of the lot and no additional buildings may be constructed upon the lot while the non-conforming use continues.
- 4. A non-conforming building may continue to be used but the building may not be enlarged, added to, rebuilt or structurally altered except:
  - a. to make it a conforming building;
  - b. for the routine maintenance of the building, if the Development Authority considers it necessary; or

- c. in accordance with the variance powers possessed by the Development Authority pursuant to the *Act* and this Bylaw to approve a development permit despite any non-compliance with the regulations of this Bylaw.
- 5. If a non-conforming building is damaged or destroyed to the extent of more than seventy-five percent (75%) of the value of the building above its foundation, the building may not be repaired or rebuilt except in accordance with this Bylaw.
- 6. The use of land or the use of a building is not affected by a change of ownership, tenancy, or occupancy of the land or building.

#### **4.4 APPLICATION FOR DEVELOPMENT**

- 1. An application for development permit shall be completed and submitted to the Development Officer in writing, in the form required by the Development Officer, and shall be accompanied by:
  - a. post construction site and building elevations;
  - b. floor plans, elevations and sections of any proposed buildings, including the lowest floor elevation in either the basement or on the main floor in the principal and accessory buildings;
  - c. landscaping plans, including the location of existing and proposed trees, shrubs, grassed areas, fences, screenings, and outdoor furniture on the site and on adjacent boulevards within road rights-of-way;
  - d. drainage plans;
  - a. a site plan showing:
    - i. proposed site coverage, and as a percentage calculation of the total lot area;
    - ii. front, side and rear yards;
    - iii. north point;
    - iv. legal description of the property;
    - v. access and egress points to the property; and
    - vi. the location and dimensions of existing and proposed municipal and private local improvements, principal building and other structures including accessory buildings, garages, carports, fences, driveways, paved areas, access and egress points to the parcel, and major landscaped areas including buffering and screening areas where provided; and
  - b. a statement of existing and proposed use(s) or occupancy of all parts of the land and buildings, and such other information as may be required by the Development Officer.
- 2. 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.
- 3. In making a decision, the Development Authority may also require additional information in order to assess the conformity of a proposed development with this Bylaw before consideration of the development permit application shall commence. Such information may include (but not limited to):
  - a. A geotechnical report, assessment or investigation prepared by a qualified geotechnical engineer for any proposed development, redevelopment, clearing or grading, excavation or adding fill within escarpment areas having ten (10) percent or greater slopes. The proposed development plan must show slope setback distances, cross-sections of the slope area both before and after development and final grading. The height and existing angle of the slope shall be verified by accurate historical survey data or site specific information completed by a qualified surveyor;
  - b. A geotechnical report, prepared by a qualified geotechnical engineer, outlining seasonally adjusted and recommended water tables, location of on-site storage of sewage, and recommended building foundations, basement construction and soil bearing capabilities;
  - c. A visual impact assessment prepared by a qualified professional that assesses the impact of new development on view corridors and provides mitigation steps;
  - d. An environmental review prepared by a qualified professional, which shall include but is not limited to:
    - i. A description of the environmental sensitivity of the lands proposed for development and the surrounding area;

- ii. The identification of the nature and significance of any adverse impacts associated with the proposed development during construction;
- iii. The identification of the nature and significance of any adverse impacts associated with activities that will result from the development; and
- iv. The inclusion of an environmental protection plan to:
  - 1. Alleviate any adverse impacts;
  - 2. Monitor the performance of the environmental measures; and
  - 3. Identify any residual impacts and their significance on any or all of the following: fish and wildlife, vegetation, soils and terrain, water quantity and quality, shoreline, surface drainage and aquifers.
- e. the location of existing and proposed municipal and private stormwater and sanitary sewage collection and disposal, and water supply and distribution utilities, landscaped areas and buffering and screening;
- f. the height and horizontal dimensions of all existing and proposed buildings;
- g. outlines of roof overhangs on all buildings;
- h. existing and proposed elevations on the site and on adjacent sites, roads and lanes;
- i. a construction management plan;
- j. a hydrogeological assessment;
- k. a wetland assessment;
- I. a biophysical assessment;
- m. a historic resource impact assessment;
- n. future development plans for a site which is to be partially developed through the applicable development permit;
- o. in the case of a proposed home occupation, information concerning the number of employees, the location of any goods to be kept or stored, and an estimate of the number of client visits to be expected to the site each week;
- p. any other information or tests required by the Development Authority, at their discretion, respecting the site or adjacent lands, including an environmental screening of the site, geotechnical reports and/or flood hazard mapping;
- q. a statutory declaration indicating that the information supplied is accurate; and
- r. for a moved in (relocated) building, pictures of the exterior of the structure which provide information relating to the age and condition of the building and its compatibility with the Land Use District in which it is to be located.
- 4. In addition to the information requirements indicated above, an application for a development permit for landscaping or the excavation or stripping of land that is proposed without any other development on the same land shall also include:
  - a. An illustration indicating the location and area of the site where the landscaping or excavation is to take place;
  - b. A plan showing the existing trees and/or shrubs and identification of the trees and/or shrubs to be removed and/or added;
  - c. A statement on why the trees and/or shrubs are proposed to be removed and/or added;
  - d. The type and dimensions including average depth of the excavation to be done, and the potential, if any, to affect existing drainage patterns on and off the site;
  - e. The depth and variation in depth of groundwater encountered in test holes, if required at the discretion of the Development Authority;
  - f. The identification of potential for outdoor noise and the discharge of substances into the air,
  - g. Details outlining the measures that will be taken to ensure the integrity of trees and/or shrubs adjacent to those proposed to be removed is not compromised;
  - h. The condition in which the site is to be left when the operation is complete, including the action which is to be taken for restoring the condition of the surface of the land to be affected, and for preventing, controlling or lessening erosion or dust from the site;
  - i. An indication of all municipal servicing costs associated with the development;
  - j. The proposed haul route, dust control plan and expected hours of operation; and

- k. A statement may be required, at the discretion of the Development Officer, from a qualified environmental specialist or another qualified professional assessing the implications of tree and/or shrub removal will have on Sylvan Lake water quality, habitat and slope stability if applicable.
- 5. The Development Authority may refuse to accept an application for Development Permit where the information required by Sections 4.3.1, 4.3.2, and 4.3.3 has not been supplied or where, in the opinion of the Development Authority, the quality of the material supplied is inadequate to properly evaluate the application.
- 6. The Development Authority may deal with an application and make a decision without all of the information required by subsection Sections 4.3.1, 4.3.2, and 4.3.3 if it is the opinion of the Development Authority that a decision on the application can be properly made without such information.
- 7. Each application for a Development Permit shall be accompanied by a non-returnable processing fee, the amount of which shall be determined from time to time by resolution of Council.

#### 4.5 PROCESSING OF DEVELOPMENT PERMIT APPLICATIONS

- 1. The Development Officer shall:
  - Receive all applications for a Development Permit;
  - b. Assess and provide notice in writing of a complete or incomplete application as required in Section 683.1 of the Act;
  - c. Refer all applications for development which would result in permanent overnight accommodation, including dwelling units, or public facilities to the Alberta Energy Regulator, if any of the land which is the subject of the application is within 1.5 km (0.9 miles) of a sour gas facility and the proposed development is not, in the opinion of the Development Authority, an infill development;
  - d. Refer any application to a municipality or agency as required by the Sylvan Lake Intermunicipal Development Plan or the Summer Village of Norglenwold Municipal Development Plan;
  - e. Refer any application to an adjacent municipality or any other agency or person which in their opinion may provide relevant comments or advice respecting the application;
  - f. Consider and decide on applications for Development Permit which meet the standards of this Land Use Bylaw for permitted uses; and
  - g. Refer with his/her recommendations, to the Municipal Planning Commission for its consideration and decision on all other applications for a Development Permit.
- 2. Notice of Complete or Incomplete Application
  - a. The Development Officer shall within twenty (20) days of the receipt of an application for a development permit, determine whether the application is complete.
  - b. The time period referred to in Section 4.5.2(a) may be extended by an agreement in writing between the applicant and the Development Authority.
  - c. An application is complete if, in the opinion of the Development Officer, the application contains the documents and other information necessary to review the application.
  - d. If the Development Officer determines that the application is complete, the Development Officer shall issue to the applicant, in writing or electronically, an acknowledgment that the application is complete.
  - e. If the Development Officer determines that the application is incomplete, the Development Authority shall issue to the applicant a notice, in writing or electronically, that the application is incomplete and that any outstanding documents and information referred to in the notice must be submitted by a date set out in the notice or a later date agreed on between the applicant and the Development Officer in order for the application to be considered complete.
  - f. If the applicant fails to submit all the outstanding information and documents on or before the date referred to in Section 4.5.2(e), the Development Officer may deem the application to be refused.
  - g. Despite the Development Officer having issued an acknowledgment under Section 4.5.2(e) or 4.5.2(f), in the course of reviewing the application, the Development Officer may request additional information or documentation from the applicant that the Development Officer considers necessary to review the application.

- 3. Upon receipt of a completed application for a development permit, the Development Authority:
  - a. shall approve, with or without conditions, an application for a permitted use where the proposed development conforms to this Bylaw;
  - b. shall refuse an application for a permitted use if the proposed development does not conform with this Bylaw, subject to Section 4.4.3(d);
  - c. may refuse or approve, with or without conditions, an application for a discretionary use where the proposed development conforms to this Bylaw;
  - d. may approve, with or without conditions, an application for a permitted or discretionary use with variances to the Bylaw; and
  - e. prior to making a decision, the Development Authority may refer any application for a permitted or discretionary use to any municipal department, external agency or adjacent landowners for comment.
- 4. For a permitted use in any district:
  - a. The Development Officer shall approve, with or without conditions, an application for a Development Permit where the proposed development conforms in every respect to this Land Use Bylaw, the *Act*, the *Subdivision and Development Regulations*, approved statutory plans, and the Sylvan Lake Intermunicipal Development Plan; or
  - b. If an application for a Development Permit for a permitted use does not conform to the requirements of this Land Use Bylaw, the *Act*, the *Subdivision and Development Regulations*, approved statutory plans, and the Sylvan Lake Intermunicipal Development Plan, the Development Officer:
    - i. May refuse the application giving reasons for the refusal; or
    - ii. May consider issuing a variance (not greater than 15% of the applicable requirement of this Land Use Bylaw), consistent with the provisions in Section 4.7 Variances of this Land Use Bylaw;
    - iii. May approve the application subject to conditions to ensure that the application conforms to the requirements of the Land Use Bylaw, the *Act*, the *Subdivision and Development Regulations*, approved statutory plans, and the Sylvan Lake Intermunicipal Development Plan; or
    - iv. May approve the application pursuant to section 640(6) of the Act.
- 5. For a discretionary use in any land use district:
  - a. The Municipal Planning Commission may approve an application for a Development Permit:
    - i. With or without conditions;
    - ii. Based on the merits of the proposed development, including its relationship to any approved statutory plan, non-statutory plan, or approved policy, affecting the site;
    - iii. Where the proposed development conforms in every respect to this Land Use Bylaw; or
  - b. The Municipal Planning Commission may refuse an application for a Development Permit based on the merits of the proposed development, even though it meets the requirements of this Land Use Bylaw; or
  - c. The Municipal Planning Commission shall refuse an application for a Development Permit if the proposed development does not conform in every respect to this Land Use Bylaw.
- 6. The Development Authority may require with respect to a development that, as a condition of issuing a Development Permit, the applicant:
  - a. Submit a surveyor's certificate at the footings stage specifying the location of the development on the parcel, and
  - b. Enter into an agreement with the municipality to do all or any of the following:
    - i. To construct or pay for the construction of a road required to give access to the development;
    - ii. To construct or pay for the construction of pedestrian walkway systems;
    - iii. To install or pay for the installation of utilities that is necessary to serve the development;
    - iv. construct or pay for the construction of off-street or other parking facilities, loading and unloading facilities;

- v. To pay an off-site levy or redevelopment levy imposed by bylaw;
- vi. To require the applicant to be responsible for the repair of any damage to the municipality's lands and works including but not necessarily confined to roads, drainage courses, trees and fences; and
- c. To pay to the municipality the costs paid by the municipality to any engineer or any other person for materials testing, inspections, monitoring of construction, review of construction drawings, and legal costs and expenses to which the municipality is put in connection with the development agreement and agreement relates;
- d. To whom a Development Permit has been issued shall obtain, where applicable, from the appropriate authority, permits relating to building, electricity, gas, plumbing and sewage disposal, and all other permits required in connection with the proposed development; and
- e. Shall be financially responsible during construction for any damage caused by the applicant, his/her servants, employees, suppliers, agents or contractors to any public or private property.
- 7. Prior to imposing any condition upon the issue of a Development Permit pursuant to Section 4.4.6, the Development Authority shall consult with Council as may be required in the circumstances and shall specify the terms and content of the agreement in the condition in the Development Permit.
  - The Development Authority may refuse to accept an application for a development permit if the application is for a similar development on the same property as a development permit which was applied for and refused by the Development Authority or the Subdivision and Development Appeal Board within six (6) months of the date of the current application.
- 8. After receipt of a development permit application, the Development Authority shall give notice to the applicant by email as per the email address listed on the Development Permit Application, that the application is deemed complete or incomplete.
  - a. If the application is deemed incomplete, the notice shall contain any outstanding documents and information required, and a date the outstanding documents and information shall be submitted, set out in the notice or a later date agreed on between the applicant and the development authority in order for the application to be considered complete.
  - b. If the applicant fails to submit all the outstanding information and documents on or before the date referred to in the email, the application is deemed to be refused. The development authority must issue to the applicant a notice by ordinary mail.

# 4.6 DEVELOPMENT AGREEMENTS AND CONDITIONS

- 1. The Development Authority may require that as a condition of issuing a development permit, the applicant to enter into an agreement to:
  - a. Construct or pay for the construction of public roadways, pedestrian walkways, or parking areas; and/or
  - b. Complete lot grading; and/or
  - c. Provide for the control of offsite drainage; and/or
  - d. Install or pay for the installation of utilities; and/or
  - e. Pay for an off-site levy or redevelopment levy imposed by bylaw.
- 2. A refundable completions deposit will be required when a development permit is issued. At the discretion of the Development Authority, the amount will depend on the estimated project cost, as establish. The deposit shall be refunded after completion of the construction including landscaping as per the development permit, subject to the Summer Village's Development Completions Deposit Policy.
- 3. To ensure compliance with the development agreement, the Summer Village may:
  - a. register a caveat against the certificate of title of the property that is being developed. This caveat shall be discharged when conditions of the development agreement have been met; and
  - b. require securities in the form of cash or an irrevocable letter of credit, satisfactory to the Development Authority.

### **4.7 VARIANCES**

1. The Municipal Planning Commission may grant a variance to reduce the requirements of any use of the Land Use Bylaw and that use will be deemed to comply with this land use bylaw.

- 2. The Municipal Planning Commission may approve an application for Development Permit even though the proposed development does not comply with the regulations of this bylaw or if the development is to be a rebuilding, an enlargement, an addition, or a structural alteration of a non-conforming building if, in the opinion of the Municipal Planning Commission;
  - a. The proposed development 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 development conforms to the use prescribed for that land or building in this bylaw.
- 3. In approving an application for development pursuant to Sections 4.7.2.a and 4.7.2.b, the Municipal Planning Commission shall adhere to the following:
  - a. A variance shall be considered only where warranted by the merits of the proposed development and in response to irregular parcel lines, parcel shapes or site characteristics which create difficulties in siting structures within the required setback or in meeting the usual bylaw requirements. Except as otherwise provided in this bylaw, there shall be no variance from the following:
    - i. Site coverage; and
    - ii. Building height.
  - b. Where a variance is granted, the nature of the approved variance shall be specifically described in the Development Permit approval.
  - c. Where the issuance of a Development Permit involves the exercise of any specified discretion of the Municipal Planning Commission to relax a regulation of a district or any other regulation of this bylaw, the Municipal Planning Commission shall not permit any additional variance from that regulation.

#### 4.8 NOTICE OF DECISION

- 1. When a development permit has been issued for a permitted use and no variance to any regulation has been granted, the Development Authority shall within five (5) working days after a decision on a development permit application send a notice by regular mail of the decision to the applicant and post a notice on the Summer Village's website. Mailing the notice is not required when an applicant picks up a copy of the decision.
- 2. In addition to the above, within five (5) working days after a decision on a development permit application for a **discretionary use** or after a variance has been granted, the Development Officer shall:
  - a. send notice by regular mail (or by electronic mail if agreed to in advance by the applicant) to all affected adjacent land owners, as identified on the Summer Village Assessment Roll, to provide notice of the decision and right of appeal; and
  - b. post notice of the decision on the Summer Village's website; and
  - c. send notice by regular mail (or by electronic mail if agreed to in advance by the applicant) to any other landowner, business, agency, adjacent municipality, person, group, organization or similar body that the Development Authority deems may be affected to provide notice of the decision and right of appeal.
- 3. The notice indicated in **Sections 4.8.1 and 4.8.2** shall state:
  - a. the legal description and the street address of the site of the proposed development;
  - b. the uses proposed for the subject development,
  - c. any discretion that was granted in the approval of the development, whether by use or by interpretation of this Bylaw, and any variation or relaxation in regulation that was made by the Development Authority when the development permit was approved;
  - d. the date the development permit was issued;
  - e. whether an appeal lies to the subdivision and development appeal board or to the Land and Property Rights Tribunal; and
  - f. how an appeal might be made and the deadline for such appeal.
- 4. Pursuant to this Section, a permit granted pursuant to this Part does not come into effect until twenty-one (21) days after the date that notice of the decision, or development permit is received. For the purposes of this Bylaw, notice is deemed to be received on the 5th day after the date of the issuance of the decision or permit. Any development proceeded with by the applicant prior to the expiry of this period is done solely at the risk of the applicant.

- 5. Where an appeal is made, a development permit which has been granted shall not come into effect until the appeal has been determined and the permit has been confirmed, modified or nullified thereby.
- 6. If the development authorized by a permit is not commenced within twelve (12) months from the date of the date of the issue of the development permit, and completed within twelve (12) months of the commencement of the development, the permit is deemed to be void.
- 7. A development, once begun, shall not be abandoned or left for an extended period of time in what the Development Authority considers to be an unsightly or unsafe condition.
- 8. The application may be responsible for any damages to public or private property occurring as a result of development.
- 9. A decision of the Development Authority on an application for a development permit shall be given in writing.

#### 4.9 CANCELLATION

- 1. The Development Authority may cancel a Development Permit if:
  - a. The permit was issued in error; or
  - b. The permit was issued on the basis of incorrect information.

#### 4.10 COMPLIANCE WITH OTHER LEGISLATION

- 1. Compliance with the requirements of this Land Use Bylaw does not exempt any person from:
  - a. The requirements of any federal, provincial or municipal legislation; and
  - b. Complying with any easement, covenant, agreement or contract affecting the development.



# **SUBDIVISION OF LAND**

# 5.1 SUBDIVISION APPLICATION REQUIREMENTS

- 1. All Subdivision applications for lands within the Summer Village of Norglenwold shall comply with the provisions under this Section.
- 2. Approval of an area structure plan or conceptual scheme, prepared by a Registered Professional Planner (RPP), is required for multi-lot subdivisions that will result in a total of six (6) or more lots within a quarter section including the remainder of the quarter section. Additional supporting information may be required depending on the magnitude and complexity of the proposed subdivision.
- 3. A subdivision application may be submitted by:
  - a. the registered owner of the land to be subdivided; or
  - b. a person with written authorization to act on behalf of the registered owner.
- 4. Multi-lot subdivisions shall be developed in accordance with the provisions of the land use district affecting the subject site at time of application.
- 5. If the proposed subdivision requires an environmental assessment under the *Canadian Environmental Assessment Act*, the applicant shall file an environmental assessment in accordance with the *Canadian Environmental Assessment Act*. A copy of the environmental assessment shall be submitted with the subdivision application.
- 6. If the proposed subdivision is required to obtain assessments and/or approvals from relevant Federal or Provincial agencies and organizations, the applicant shall file and obtain the appropriate reports and/or approvals with relevant agencies and organizations. A copy of the required reports and/or approvals or licenses shall be submitted with the subdivision application.
- 7. Information on abandoned oil and gas wells as required by the *Subdivision and Development Regulations* and Alberta Energy Regulator Directive 079 shall accompany every subdivision application.
- 8. The tentative plan of subdivision shall:
  - a. clearly outline the location, dimensions, and boundaries of the land which the applicant wishes to subdivide;
  - b. show the location, dimensions and boundaries of:
    - i. each new lot to be created;
    - ii. reserve land(s), if required;
    - iii. the rights-of-way of each public utility, if required; and
    - iv. other rights-of-way, if required;
  - c. indicate the use, location, and dimensions of existing buildings on the land that is the subject of the application, if any, and specify whether the buildings are proposed to be demolished or moved;
  - d. show the location of any river, stream, watercourse, lake, or other body of water (natural or man-made) that is contained within the boundaries of the proposed parcel of land;
  - e. identify the location of any existing or proposed water wells, the locations and type of any private sewage disposal system(s), and the distance from these to existing or proposed buildings and property lines;
  - f. include information provided by the Alberta Energy Regulator identifying the location of any active wells, batteries, processing plants or pipelines within the proposed subdivision; and
  - g. identify the existing and proposed access to the proposed parcels and the remainder of the titled area.
- 9. The Summer Village may also require an applicant to submit to the Subdivision Authority any or all of the following:
  - a. a figure showing topographic contours at no greater than 1.5 m (4.9 ft.) intervals;
  - b. if the proposed subdivision is not to be served by a water distribution system, information supported by the report of a qualified professional, registered in the Province of Alberta, respecting the provision, availability, and suitability of potable water on or to the land to be subdivided;

- c. an assessment of subsurface characteristics of the land that is to be subdivided including, but not limited to, susceptibility to slumping or subsidence, depth to water table, and suitability for any proposed on-site sewage disposal system(s), prepared and signed by a qualified professional registered in the Province of Alberta;
- d. a storm water management plan, prepared by a qualified professional, which must be approved by Alberta Environment and Parks including:
  - i. topography;
  - ii. proposed minor drainage system (ditches/pipes/catch basin locations/flow rate);
  - iii. proposed major drainage systems (direction of surface drainage/flow rate);
  - iv. proposed on-site detention/retention facility (location/size/capacity);
  - v. location of outflow/outfall structures; and
  - vi. any related modeling and calculation information;
- e. if the land that is the subject of an application is located in a potential Flood Plain, a figure showing the 1:100-year Flood Plain or highest and most frequent rain event series relevant to flooding of the land;
- f. information respecting the land surface characteristics of land within 0.8 km (0.5 miles) of the land proposed to be subdivided;
- g. if any portion of the parcel of land affected by the proposed subdivision is situated within 1.5 km (0.9 miles) of a sour gas facility, a map showing the location of the sour gas facility; and
- h. where the proposed subdivision is staged or includes only a portion of the developable area within the subject site, an approved area structure plan or conceptual scheme that relates the application to future subdivision and development of adjacent lands.

#### **5.2 SUBDIVISION PROCESS**

- 1. The Subdivision Authority shall:
  - a. attend a pre-application submission meeting with development proponents (as requested);
  - b. receive all applications for subdivision applications; and
  - c. assess and provide notice of a complete or incomplete application;
  - d. issue notices in writing as required in the Act.
- 2. Notice of Complete or Incomplete Application
  - a. The Subdivision Authority shall within twenty (20) days of the receipt of an application for subdivision, determine whether the application is complete.
  - b. The time period referred to in **Section 5.2.2.a** may be extended by an agreement in writing between the applicant and the Subdivision Authority or, if applicable, in accordance with the Land Use Bylaw made pursuant to section 640.1(a) of the Act.
  - c. An application is complete if, in the opinion of the Subdivision Authority, the application contains the documents and other information necessary to review the application.
  - d. If the Subdivision Authority determines that the application is complete, the Subdivision Authority shall issue to the applicant, in writing or electronically, an acknowledgment that the application is complete.
  - e. If the Subdivision Authority determines that the application is incomplete, the Subdivision Authority shall issue to the applicant a notice, in writing or electronically, that the application is incomplete and that any outstanding documents and information referred to in the notice must be submitted by a date set out in the notice or a later date agreed on between the applicant and the Subdivision Authority in order for the application to be considered complete.
  - f. If the applicant fails to submit all the outstanding information and documents on or before the date referred to in Section 5.2.2.e, the Subdivision Authority must deem the application to be refused.
  - g. Despite that the Subdivision Authority has issued an acknowledgment under Section 5.2.2.d or 5.2.2.e, in the course of reviewing the application, the Subdivision Authority may request additional information or documentation from the applicant that the Subdivision Authority considers necessary to review the application.

#### 5.3 DUTIES OF THE SUBDIVISION AUTHORITY

- 1. Upon receipt of a completed subdivision application, the Subdivision Authority:
  - a. shall approve, with or without conditions, a subdivision application for a permitted use where the proposed subdivision conforms to:
    - i. this Bylaw;
    - ii. applicable statutory plans; and
    - iii. the Act and the Regulations thereunder;
  - b. shall refuse an application for a subdivision if the proposed subdivision does not conform with:
    - i. applicable statutory plans; and/or
    - ii. the Act and the Regulations thereunder;
  - c. shall refuse an application for a subdivision if the proposed subdivision does not conform with this Bylaw, subject to subsection (d);
  - d. may approve, with or without conditions, an application for subdivision that does not comply with this Bylaw if, in the opinion of the Subdivision Authority, the proposed subdivision:
    - i. would not unduly interfere with the amenities of the neighbourhood;
    - ii. would not materially interfere with or affect the use, enjoyment or value of neighbouring parcels of land; and
    - iii. conforms to the use prescribed for that land in this Bylaw.
  - e. prior to making a decision, shall refer the subdivision application to any external agencies and adjacent landowners for comment and may refer the subdivision application to any municipal department as required.

#### 5.4 SUBDIVISION REQUIREMENTS AND CONDITIONS

- 1. The Subdivision Authority of the Summer Village of Norglenwold shall abide by the requirements of and consider the matters indicated in Sections 652 to 670 of the *Act*.
- 2. Subdivision approvals must comply with Part 17 and 17.1 of the Act and the Regulations therein.
- 3. For the purposes of this Bylaw, an unsubdivided quarter section shall include those quarter sections where a separate title exists for a public utility or an institutional use.
- 4. Where the development involves a subdivision of land, no development permit shall be issued until the subdivision has been registered with Land Titles.
- 5. More than one active subdivision application will not be allowed affecting a single titled area. Where a subdivision is proposed for a titled area which is, at time of receipt of the new application, affected by an active subdivision file, the new application will not be accepted and processed until the existing open file has been closed or finalized to the satisfaction of the Summer Village's Subdivision Authority.
- 6. The Subdivision Authority shall not approve a subdivision which is inconsistent with the Summer Village of Norglenwold Municipal Development Plan and/or the provisions of any statutory plans that affect the land proposed to be subdivided.
- 7. 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.
- 8. Property taxes must be up to date prior to final endorsement of any Subdivision within the Summer Village of Norglenwold.
- 9. The developer may be required to provide for Inclusionary Housing in accordance with the Act and the Regulations therein.
- 10. All proposed parcels being created shall be designed to not, in the opinion of the Subdivision Authority, prejudice the future efficient development of the remnant lands.

# **PROCESS FOR APPEALS**

# **6.1 DEVELOPMENT APPEALS**

- 1. An appeal may made if the Development Authority:
  - a. Fails or refuses to issue a development permit;
  - b. Issues a development permit subject to conditions; or
  - c. Issues a stop order under Section 645 of the Act;

By the applicant of the development permit or any person affected by the order.

- 2. In addition to Section 6.1.1, any person affected by an order, decision, or development permit made or issued by the Development Authority may appeal the decision in accordance with Section 685(2) of the *Act*.
- 3. Despite Sections 6.1.1 and 6.1.2, no appeal lies in respect of the issuance of a development permit for a permitted use unless the provisions of the land use bylaw were relaxed, varied or misinterpreted or the application for the development permit was deemed to be refused under section 683.1(8) of the *Act*.
- 4. Despite Sections 6.1.1, 6.1.2, and 6.1.3, if a decision with respect to a development permit application in respect of a direct control district:
  - is made by a council, there is no appeal to the Subdivision and Development Appeal Board; or
  - b. is made by a development authority, the appeal is limited to whether the development authority followed the directions of council, and if the board hearing the appeal finds that the development authority did not follow the directions it may, in accordance with the directions, substitute its decision for the development authority's decision.
- 5. An appeal of a decision of the Development Authority for lands identified in Section 685(2.1)(a) of the *Act* shall be made to the Land and Property Rights Tribunal, and shall proceed in accordance with the processes identified in the *Act* and the Land and Property Rights Tribunal Act.
- 6. An appeal of a decision of the Development Authority for lands identified in Section 685(2.1)(b) of the *Act* shall be made to the Subdivision and Development Appeal Board of the Summer Village of Norglenwold.
- 7. An appeal with respect to an application for a development permit may be made by a person identified in Section 6.1.1 may be made by serving a written notice of appeal to the board hearing the appeal:
  - a. Within twenty-one (21) days after the date on which the written decision is given; or
  - b. If no decision is made with respect to the application within the 40-day period (or within any extension to that period under Section 684 of the *Act*), within twenty one (21) days after the date the period or extension expires; or
  - c. With respect to an order under Section 645 of the Act, within 21 days after the date on which the order is made.
- 8. An appeal with respect to an application for a development permit may be made by a person identified in Section 6.1.2 may be made by serving a written notice of appeal to the board hearing the appeal within twenty-one (21) days after the date on which the written decision is given.
- 9. An appeal to the Land and Property Rights Tribunal may be made by filing a notice to the Land and Property Rights Tribunal. The notice submission requirements shall be as established by the Land and Property Rights Tribunal.
- 10. An appeal to the Subdivision and Development Appeal Board may be launched by filing a notice by providing the following:
  - a. the appeal application fee as identified in the Summer Village's Fees and Charges Bylaw;
  - b. the legal description and/or the municipal address of the property to which the decision, order, or issuance of the development permit relates;
  - c. the name, contact information, and address of the appellant; and
  - d. the reasons for the appeal and the issue or condition in the decision or order that are the subject of the appeal.

- 11. Where a person files a notice of appeal with the wrong board, that board must refer the appeal to the appropriate board and the appropriate board must hear the appeal as if the notice of appeal had been filed with it and it is deemed to have received the notice of appeal from the applicant on the date it receives the notice of appeal from the first board, if:
  - a. in the case of a person referred to in Section 6.1.1 the person files the notice with the wrong board within 21 days after receipt of the written decision or the deemed refusal; or
  - b. in the case of a person referred to in Section 6.1.2, the person files the notice with the wrong board within 21 days after the date on which the notice of the issuance of the permit was given in accordance with the land use bylaw.

#### **6.2 SUBDIVISION APPEALS**

- 1. The decision of a Subdivision Authority on an application for subdivision approval may be appealed:
  - a. by the applicant for the approval;
  - b. by a government department if the application is required by the *Subdivision and Development Regulations* to be referred to that department;
  - c. by the council of the municipality in which the land to be subdivided is located if the council, a designated officer of the municipality or the Municipal Planning Commission of the municipality is not the Subdivision Authority; or
  - d. by a school board with respect to:
    - i. the allocation of municipal reserve and school reserve or money in place of the reserve;
    - ii. the location of school reserve allocated to it; or
    - iii. the amount of school reserve or money in place of the reserve.
- 2. An appeal of a decision of the Subdivision Authority for lands identified in Section 678(2)(a) of the *Act* shall be made to the Land and Property Rights Tribunal, and shall proceed in accordance with the processes identified in the *Act* and the Land and Property Rights Tribunal Act.
- 3. An appeal of a decision of the Subdivision Authority for lands identified in Section 678(2)(b) and 678(2.1) of the *Act* shall be made to the Subdivision and Development Appeal Board of the Summer Village of Norglenwold.
- 4. An appeal to the Land and Property Rights Tribunal may be made by filing a notice to the Land and Property Rights Tribunal. The notice submission requirements shall be as established by the Land and Property Rights Tribunal.
- 5. An appeal to the Subdivision and Development Appeal Board may be launched by filing a notice by providing the following:
  - a. the appeal application fee as identified in the Summer Village's Fees and Charges Bylaw;
  - b. the legal description and/or the municipal address of the property to which the decision, order, or issuance of the development permit relates;
  - c. the name, contact information, and address of the appellant; and
  - d. the reasons for the appeal and the issue or condition in the decision or order that are the subject of the appeal.
- 6. If the applicant files a notice of appeal within 14 days after receipt of the written decision or the deemed refusal with the wrong board, that board must refer the appeal to the appropriate board and the appropriate board must hear the appeal as if the notice of appeal had been filed with it and it is deemed to have received the notice of appeal from the applicant on the date it receives the notice of appeal from the first board.

# 6.3 APPEAL HEARINGS AND DECISIONS

- 1. Hearings for development appeals and decisions made by the board hearing the appeal shall be in accordance with Section 686 and 687 of the *Act*.
- 2. Hearings for subdivision appeals and decisions made by the board hearing the appeal shall be in accordance with Section 679, 680, and 681 of the *Act*.

# **ENFORCEMENT**

# 7.1 GENERAL PROVISIONS

1. Enforcement may be conducted by a Designated Officer through the issuance of a violation warning, warning notice, final warning notice, stop order, violation tags or any other authorized action to ensure compliance.

#### 7.2 PROHIBITIONS

- 1. No person shall contravene or permit a contravention of this Bylaw. No person shall commence or undertake a development, use, or sign that is not permitted by this Bylaw.
- 2. No person shall contravene a condition of a development permit or subdivision approval issued under this Bylaw.
- 3. No person shall authorize or undertake any development that is not compliant with the description, specifications or plans that were the basis for the issuance of a development permit.
- 4. No person shall modify any description, specifications, or plans that were the basis for the issuance of any permit by the Development Authority.

#### 7.3 RIGHT OF ENTRY

- 1. After reasonable notice (generally to mean 48 hours) to the owner or occupant in accordance with the *Act*, a Designated Officer may enter property at reasonable times (generally to mean between the hours of 7:30 a.m. and 10:00 p.m.) to ascertain if Bylaw requirements are being met.
- 2. A person shall not prevent or obstruct a Designated Officer from carrying out any official duty under this Bylaw. If consent is not given, the Summer Village may apply to the Court of Queen's Bench for an authorizing order.

#### 7.4 VIOLATION WARNING

1. A Designated Officer may issue a violation warning for minor offences by outlining the nature of the violation, corrective measures that may be taken, and the deadline for corrective measures.

#### 7.5 WARNING AND FINAL WARNING NOTICE

1. A Designated Officer may issue a warning notice or a final warning outlining the nature of the violation, corrective measures that may be taken, and the deadline for corrective measures, or both.

#### 7.6 OFFENSES AND FINES

- 1. A person who violates the provisions of this Bylaw or permits a contravention of this Bylaw, is guilty of an offence and is liable to a fine for a first offence and for each subsequent offense as specified in the Fees and Charges Bylaw.
- 2. If the penalty is not paid, the person is liable for imprisonment for not more than one year, or to both fine and imprisonment.

#### 7.7 STOP ORDERS

- 1. On finding that a development, land use, or use of a building does not conform to the *Act* or its regulations, a development permit or subdivision approval or the conditions of either, or this Bylaw, the Development Authority may, by written notice, direct the owner of the property, the person in possession of the land, building, or sign, or the person responsible for a contravention or any or all of them, to:
  - a. stop the development or use of the land or building in whole or part as directed by the notice;
  - b. demolish, remove, or replace the development or landscaping; or
  - c. carry out any other actions required by the notice for compliance.
- 2. The notice shall specify a deadline for compliance.
- 3. A person named in a stop order may appeal to the Subdivision and Development Appeal Board.

#### 7.8 ENFORCEMENT OF STOP ORDERS

- Subject to Section 542 of the Act, if a person fails to comply with the order of the Development Authority, a Designated Officer, or
  the Subdivision and Development Appeal Board, a Designated Officer may enter on the land or building and take any action
  necessary to carry out the order.
- 2. The Summer Village may register a caveat against the certificate of title for the land that is subject to the order, provided that the caveat is discharged when the order has been complied with.
- 3. The Summer Village's costs of carrying out any actions required for compliance may be added to the tax roll of the land subject to the order.

#### 7.9 VIOLATION TAGS AND TICKETS

- 1. In accordance with the Provincial Offences Procedures Act, a Designated Officer may issue a violation tag to a person for specific offences in contravention of a violation issuing a warning notice, a final warning notice, or stop order where there is reasonable and probable grounds to believe there is a contravention of this Bylaw.
- 2. A violation tag may be issued to a person either personally or by registered mail.
- 3. The violation tag shall be in a form approved by the Summer Village and shall include the name of the person thought to have created the contravention, the offence, the penalty for the offence, a requirement that the penalty be paid within 30 days of issuance of the violation tag, the method by which the tag may be paid, and other information as may be required by the Summer Village.
- 4. Offenses and related fines are as specified in the Summer Village's Fees and Charges Bylaw.
- 5. Where a contravention is of a continuing nature, further violation tags may be issued.
- 6. The person to whom the violation tag is issued may, in lieu of being prosecuted, sign the plea of guilty on the violation tag and pay the specified fine to the location indicated on the violation tag.
- 7. If payment is not made within the time specified on the tag, a Designated Officer may issue a violation ticket requiring the person to whom the violation ticket is issued to appear in court on the date specified in the summons portion of the ticket.
- 8. Nothing in this Bylaw shall prevent a Designated Officer from immediately issuing a violation ticket for the mandatory court appearance of any person who contravenes any provision of this Bylaw.



# **GENERAL DEVELOPMENT REGULATIONS**

# 8.1 ACCESS AND EGRESS

1. In all land use districts, all vehicle entrances and exits onto roads shall only be allowed in location approved by the Development Authority.

#### 8.2 BUILDING DEMOLITION

- 1. An application to demolish a building shall not be approved without a statement or plan which indicates:
  - a. How the operation will be carried out so as to create a minimum of dust and other nuisances; and
  - b. The reclamation plan for the site including lot grading and landscaping; and
  - c. Proposed haul routes for the removal of site materials;

that is satisfactory to the Development Authority.

#### 8.3 BUILDING ORIENTATION AND DESIGN

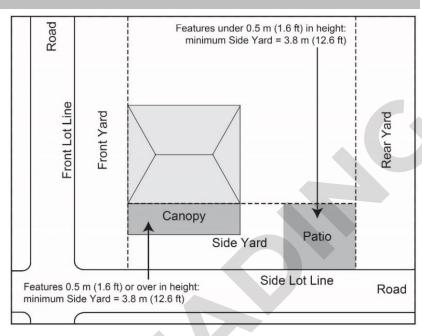
- 1. The design, character and appearance of any building, or series of buildings, structures or signs proposed to be erected or located in any district must be acceptable to the Development Authority having due regard to the following:
  - a. Amenities such as daylight, sunlight and privacy.
  - b. The character of existing development in the district.
  - c. Impact of proposed development on adjacent parcels.
  - d. Crime Prevention Through Environmental Design (CPTED), principles to discourage crime by reducing concealment opportunities, providing lighting to minimize dark spaces, placing windows to maximize surveillance, and easily identifiable addresses.
  - e. Proposed type of finish and use of building materials on all elevations and the roof.
  - f. The exterior finish on all buildings shall be of permanent material satisfactory to the Development Authority.
  - g. The roof pitch and width of the eaves.
  - h. The depth of the principal building shall not be greater than three (3) times its width.
  - i. The Development Authority may require additional building setbacks in order to accommodate any local, area or natural drainage courses or over land drainage issues. Surface drainage from one (1) parcel may not be directed onto or over an adjacent parcel without approval of the Development Authority.

# 8.4 CONDOMINIUMS AND MULTIPLE OWNERSHIP

- 1. The density of development and of population in a condominium shall be no greater than would be allowed for a similar land use which was being developed through the normal subdivision procedure.
- 2. Development in condominiums and on property owned in common by a number of people must be laid out in such a way that, should subdivision be undertaken at some future date, individual owners can obtain title to lots which meet the requirements of the *Act* and this Bylaw for separate titles and individual lots.

#### 8.5 CORNER AND DOUBLE FRONTING LOTS

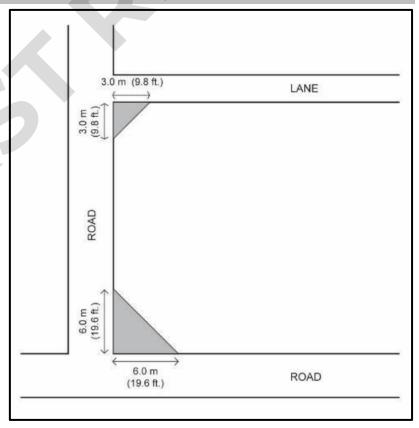
- In the case of double fronting lots, the front yard shall be that portion of the lot abutting the road on which the front yards of adjacent lots face. If adjacent lots have front yards facing both roads, front yards shall be considered to be on both roads and the lot may thus have no rear yard;
- Notwithstanding any other provision of this Bylaw
  to the contrary, the Development Authority may
  require that a development on a corner lot or on a
  double fronting lot provide two (2) minimum
  required front yards, after having regard to the
  orientation of adjacent lots and to the location of
  accesses to the development;
- 3. Notwithstanding any other provision of this Bylaw to the contrary, where a second minimum front yard is not required on a corner lot, the minimum required side yard on the side adjacent to the road shall not be less than 3.8 m (12.5 ft.);



4. Notwithstanding Subsection 8.5.3, features under 0.5 m (1.6 ft.) in height may project to the side line where a second minimum front yard is not required on a corner lot.

### 8.6 CORNER SITE AND SITE LINE PROTECTION

- 1. On corner sites no fence, wall, tree, bush, structure or object more than 1.0 m (3.3 ft.) in height shall be erected, placed or maintained within the triangular area formed by the intersecting road right-of-way lines (or their projections) and a straight line joining points on the road right-of-way lines 6.0 m (19.7 ft.) from their intersection.
- 2. At the intersection of roads and lanes and at the intersection of driveways and roads, no fence, wall, tree, bush, structure or object more than 1.0 m (3.3 ft.) in height shall be erected, placed or maintained within the triangular area formed by the intersecting road and lane right-of-way lines on the road or lane right-of-way lines 3.0 m (9.8 ft.) from their intersection.
- 3. Notwithstanding any other provision of this Bylaw to the contrary, no sign shall be located in any district such that any part of the sign face is located between the heights of 1.0 m (3.3 ft.) and 3.0 m (9.8 ft.) above grade.



#### 8.7 DEVELOPER'S RESPONSIBILITY

1. The applicant/landowner to whom a development permit has been issued shall obtain from the appropriate Provincial Authority, where applicable, permits relating to building, plumbing, gas, private sewage disposal systems, utilities municipal services, highways and all other provincial permits required in connection with the proposed development.

#### 8.8 EASEMENTS

1. A development permit shall not be issued for a development, other than a fence or landscaping, that encroaches in or over a utility easement or right-of-way without the written consent from the person to whom the easement is registered or the person whose utility is located in the easement and the Development Officer.

#### 8.9 ENVIRONMENTAL SCREENING

1. Where the potential for prior contamination of a site exists, the approving Authority may require that a Phase 1 Environmental Site Assessment be conducted according to applicable provincial requirements and/or guidelines prior to a decision being issued. If the Phase 1 Environmental Assessment indicates that a Phase 2 Environmental Assessment should be undertaken, the approving Authority may require a Phase 2 Environmental Assessment be conducted and submitted prior to issuance of the decision affecting a subdivision or development application.

If follow-up assessments or remedies are required, and if such remedies are determined to be reasonably achievable, then completion of required remedies may be identified as conditions of subdivision or development approval.

# 8.10 EXISTING SUBSTANDARD LOTS

- 1. Proposed developments on existing substandard lots which do not meet the provisions of this Bylaw shall be considered by the Development Authority. The Development Authority may or may not issue a development permit for the site, having regard for the limitations of the site.
- 2. Development on a substandard lot is still required to meet all other provincial and federal legislation and regulations, including but not limited to the *Safety Codes Act*.

#### 8.11 LANDSCAPING, ENVIRONMENTAL CONSERVATION, AND DEVELOPMENT

- 1. Landscaping in all developments within the Summer Village shall be to the satisfaction of the Development Authority.
- 2. As a condition of subdivision or development approval, a security in the form of an irrevocable letter of credit may be required by the Development Authority, up to a value of one hundred twenty five percent (125%) of the estimated cost of the proposed landscaping to ensure that the landscaping is carried out with reasonable diligence (in accordance with the approved landscaping plan), to the satisfaction of the Development Authority. A condition of the security shall be that the landscaping shall be completed in accordance with this Bylaw and the plan within one (1) growing season after the completion of the development. If the landscaping does not survive a two (2) year maintenance period, the amount shall be paid to the Summer Village to complete the landscaping.
- 3. A development permit for landscaping may be required where the proposed landscaping would result in the clearing of vegetation, stripping, or grading of the site.
- 4. Where a landscaping plan is required with an application for a development permit, no landscaping shall commence prior to the plan being approved by the Development Authority.
- 5. Landscaping plans shall incorporate (where possible) recommendations from the Alberta Clean Runoff Action Guide 2020 including:
  - a. Grading of lots to drain and retain runoff to control and reduce surface water leaving the lot;
  - b. Inclusion of the following clean runoff landscaping strategies:
    - i. Within planting beds and natural areas, keep the areas rough, with dished areas for trapping water.
    - ii. Where possible include a depression to intercept surface water (including snowmelt) before it leaves the site.
    - iii. Minimize turf areas on lakefront lots to decrease soil compaction and the proliferation of invasive weeds.
    - iv. Incorporate tools for capturing, treating, and using runoff into lot grading and landscaping.
    - v. Incorporate deciduous native plant species and wild flowers into landscaping plans to encourage fire suppression, support biodiversity, and increase evapotranspiration.
- 6. Landscaping plans shall include the following information which adheres to the following standards:
  - a. north arrow;
  - b. outlines of all buildings and structures on the subject site;
  - c. location of parking areas, vehicle and pedestrian circulation systems on the subject site;
  - d. location, height and materials of all proposed fences, screens, and walls on the subject site;

- e. location of any existing or proposed lighting, proposed recreational facilities and garbage collection areas on the subject site:
- f. existing vegetation, including mature trees, on the subject site, labeled by common name; and
- g. the proposed final grading and drainage plan of the area and the placing and spreading of topsoil. In particular, all areas to be landscaped shall be graded to drain to the lake, into catch basins or into adjacent drainage easements. Under no circumstances shall an area be designed, built or landscaped to drain onto adjacent property without appropriate easements.
- 7. In addition to the requirements of Section 8.11.5, landscaping plans shall also include pre-built and as-built shots to prove that the proposed final grading and drainage plan function properly.
- 8. The following standard of landscaping shall be required for all areas of a parcel not covered by buildings, non-permeable driveways, storage and display areas:
  - a. The conservation of existing trees and shrubs to the maximum extent possible;
  - b. The retention, in their natural state, of:
    - i. Wetlands, gullies and natural drainage courses;
    - ii. Unstable land;
    - iii. Land subject to flooding and/or located within a 1:100 year floodway or flood fringe area as determined by an engineer or flood study;
    - iv. Land with slope areas with a gradient of fifteen (15) percent or greater; and
    - v. Land located below the top of the bank of the lake, or any water body or water course.
  - c. The appropriate screening of outside storage areas, parking facilities and loading areas from adjacent buildings and roads.
  - d. A sufficient depth of topsoil to facilitate growth in the soft-landscaped areas, with areas not planted to trees and shrubs being seeded to grass, sodded or left with its natural grass cover; and
  - e. Completion of the landscaping within two (2) years of the date of issue of the Development Permit.

#### 8.12 LIGHTING AND SURVEILLANCE EQUIPMENT

- 1. Outdoor lighting shall be located such that rays of light:
  - a. are not directed at an adjacent site or skyward; and
  - b. do not adversely affect an adjacent site or traffic safety.
- 2. Outdoor surveillance equipment shall not be directed at or into the private spaces (rear and side yards, dwellings, windows) on adjacent property, thereby materially, negatively interfering with or affecting the privacy, use, enjoyment or value of neighbouring lots.

# 8.13 MECHANIZED EXCAVATION, STRIPPING, AND GRADING OF PARCELS

- 1. A development permit is required prior to the commencement of mechanized excavation, stripping, or grading.
- 2. A temporary fence shall be erected around all excavations which in the opinion of the Development Authority may be hazardous to the public.
- 3. Where finished ground elevations are established, all grades shall comply therewith.
- 4. All topsoil shall be retained on the parcel, except where it must be removed for building purposes.
- 5. Finished ground elevations must be provided to the Development Authority for any dwelling unit containing a walkout basement.
- 6. Retaining walls greater than 1.0 m (3.3 ft.) in height above any adjoining grade requires a Development Permit.
- 7. Sediment control measures shall be required to ensure sediment is not transmitted to Sylvan Lake.

#### 8.14 NUMBER OF BUILDINGS ON A PARCEL

- 1. Development Permit shall not be issued for more than one (1) principal dwelling on a lot.
- 2. A Development Permit shall not be issued for more than two (2) accessory buildings on a lot.

3. Notwithstanding 8.14.2, a development permit for additional accessory buildings on lots greater than 0.5 ha (0.2 acres) in area may be issued at the discretion of the Development Authority if the total site coverage does not exceed the Maximum Site Coverage regulation in the applicable Land Use District.

# 8.15 OBJECTS PROHIBITED OR RESTRICTED IN YARDS

- 1. No person shall allow a recreational vehicle or other object which is in a dilapidated or unsightly condition, or a derelict vehicle to remain or be parked on a parcel in the residential districts, unless it is suitably housed or screened to the satisfaction of the Development Authority.
- 2. 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 the residential districts, except boats, boat trailers, school buses and recreational vehicles.
- 3. No person shall allow the parking or storage of a helicopter on a parcel.

# 8.16 ON-SITE AND OFF-SITE IMPROVEMENTS

- 1. Where any on-site services or improvements or any off-site local improvements are required to service a proposed development, a developer shall not begin the excavation for the foundation nor commence the development until the Development Authority is satisfied that such services or improvements will be undertaken and the required securities have been provided.
- 2. In order to satisfy the Development Authority, the developer may be required to enter into a development agreement with the municipality as a condition of development permit approval, and provide security in the form of cash or an irrevocable letter of credit, satisfactory to the Development Authority.
- 3. All future development areas must be serviced to the satisfaction of the Development Authority. Servicing shall be consistent with the Summer Village's Municipal Development Plan, the Sylvan Lake Intermunicipal Development Plan, approved intermunicipal collaboration framework(s), area structure plan(s) and/or conceptual scheme(s).

# 8.17 PROJECTION INTO YARDS

- 1. In the residential districts the portion of and attachments to a main or accessory building which may project over or on a minimum yard are:
  - a. Side yard:
    - i. Any projection, including unenclosed steps or eaves, not exceeding one-half of the minimum side yard required for the building.
  - b. Front yard and rear yard:
    - i. Any projection not exceeding 2.5 m (8.2 ft.) over or on a minimum front yard or rear yard.
    - ii. Unenclosed decks, if they do not project more than 50% of the minimum yard.
- 2. In all other districts, the portion of and attachments to a main or accessory building which may project over or on a minimum yard are:
  - a. Any projection not exceeding 1.5 m (4.9 ft.) into a front yard or rear yard;
  - b. Any projection not exceeding 0.6 m (2.0 ft.) into a side yard;
  - c. Any projection that is an exterior fire escape not exceeding 1.2 m (3.9 ft.) in width.
- No portion of a building other than eaves, signs or canopies may project into a public or private right-of-way.

### 8.18 RELOCATION OF BUILDINGS

- 1. No person shall:
  - a. Alter the location on a parcel of a building which has already been constructed on that parcel; or
  - b. Place on a parcel a building which is to be relocated or moved from a different parcel or location;
  - unless a Development Permit has been issued by the Development Authority.
- 2. In addition to the requirements of Section 4.3, the Development Authority may require an application for a Development Permit to be accompanied with:
  - a. Recent colour photographs showing all elevations of the building;
  - b. A statement verifying the age, size and structural condition of the building; and

- c. A statement of proposed improvements to the building.
- 3. An application for a Development Permit may be approved by the Development Authority if the proposal meets all of the regulations specified under the appropriate land use district in which it is proposed to be located.
- 4. Where a Development Permit has been granted for the relocation of a building either on the same parcel or from another location, the Development Officer may require the applicant to provide a performance bond of such amount to ensure completion of any renovations set out as a condition of approval of a Development Permit.
- 5. All structural and exterior renovations shall be completed within one (1) year of the issuance of a Development Permit.

# 8.19 SIGHT LINES AT INTERSECTIONS OF ROADWAYS

- 1. At the intersection of roadways, the Development Authority may require the calculation of sight triangles where:
  - a. One (1) or more rights-of-way is less than 15.0 m (49.2 ft.); or
  - b. Regulated vehicle speed exceeds 50 km/h; or
  - c. One (1) of the carriageways is not centered in its right-of-way; or
  - d. An intersection leg is curved or skewed; or
  - e. An intersection leg is sloped at 2% or greater.
- 2. Sight triangle calculations shall be in accordance with the recommended methods of the Roads and Transportation Association of Canada regarding crossing sight distances for roadways.

# 8.20 SITE CONDITIONS

- 1. Unstable Slopes
  - a. Development shall not be permitted on unstable slopes, land characterized by soil instability or land exhibiting evidence of poor drainage unless it can be demonstrated to the satisfaction of the Development Authority that unique site requirements warrant otherwise.

#### 2. Steep Slopes

a. All development shall be setback a minimum of 15.0 m (49.2 ft.) from the toe and crest of any slope and slopes of fifteen percent (15%) or greater, unless a lesser amount is identified in a geotechnical study prepared by a qualified professional engineer registered in the Province of Alberta.

#### 3. Flood Plains

a. No development shall be permitted in the 1:100 year flood plain of a waterbody or water course, or as established by Alberta Environment and Parks as otherwise prone to flooding or subsidence, unless the applicant demonstrates to the satisfaction of the Development Authority that preventative engineering and construction measures can be used to make the site suitable.

#### 4. Wetlands

- a. All subdivision and development must be consistent with the requirements of the Alberta Wetland Policy. In order to ensure consistency with this policy a proponent may be required at time of subdivision, development, area structure plan preparation, or Land Use Bylaw amendment to provide the Summer Village with a Wetland Assessment, prepared by a Certified Wetland Professional, which delineates and classifies all wetlands within the proposed development area. Development that would cause the permanent destruction of permanent wetlands will be discouraged and will not be permitted without the consent of Alberta Environment and Parks.
- 5. Subdivision and Development Setback
  - a. The Subdivision Authority shall, as a condition of subdivision approval where applicable, require a 30.0 m (98.4 ft.) Environmental Reserve be provided from all the top of bank of Sylvan Lake.
  - b. The Subdivision Authority shall, as a condition of subdivision approval, require a 30.0 m (98.4 ft.) Environmental Reserve be provided from all naturally occurring tributaries to Sylvan Lake, unless the recommendations of a qualified professional as part of an environmental assessment identify that the Environmental Reserve indicate a greater or lesser reserve area. The Environmental Reserve shall be measured from top of bank of the tributary.

- c. the Development Authority may impose a greater setback requirement from a waterbody, tributary, escarpment bank, or any steep slope as part of a Development Permit application if the need for a greater setback is:
  - i. consistent with surrounding developments:
  - ii. supported by a geotechnical or environmental study prepared by a qualified professional; or
  - iii. identified by Alberta Environment and Parks.

#### 6. Protection of Treed Areas

- a. the Development Authority may impose conditions on the approval of a development permit requiring the retention of trees, or additional planting of such a type and extent that is considered necessary by the Development Authority;
- b. a site plan detailing the protection of existing treed areas and site topography may be required prior to issuance of a permit for development.

#### 7. Buffering

a. The Development Authority may prescribe setback and/or buffering requirements for uses which may be incompatible with adjacent land uses.

#### 8. Screening

a. The Development Authority may prescribe conditions for screening for those uses which include the outdoor storage of goods, machinery, vehicles, building materials, waste materials and other similar uses.

#### 9. Pipelines

- a. No development shall be permitted within a pipeline right-of-way or the required setback area from active wells, batteries, processing plants or pipelines as recommended by the licensee and/or identified within the Subdivision and Development Regulations.
- b. further, all development near abandoned wells shall occur in accordance with the Subdivision and Development Regulations, AER Directive 079, Surface Development in Proximity to Abandoned Wells, and any other applicable federal or provincial legislation and/or regulation(s).

# 8.21 SOUR GAS FACILITIES

- 1. No development shall be permitted within 100.0 m (328.1 ft.) of a Level 1 sour gas facility (consisting of a well) as determined by the AER.
- 2. In the case of a Level 2 sour gas facility as determined by the AER:
  - a. no permitted dwelling shall be permitted within 100.0 m (328.1 ft.) of the sour gas facility; and
  - b. no rural public facility shall be permitted within 500.0 m (1, 640.4 ft.); of the sour gas facility.
- 3. In the case of a Level 3 sour gas facility as determined by the AER:
  - a. no permanent dwelling shall be permitted within 100.0 m (328.1 ft.) of the sour gas facility;
  - b. no unrestricted country residential development having a density of more than eight (8) dwelling units per quarter section shall be permitted within 500.0 m (1640.4 ft.) of the sour gas facility; and
  - c. no rural public facility shall be permitted within 1500.0 m (4921.3 ft.) of the sour gas facility.

#### 8.22 WELLS AND PIPELINES

1. All development in proximity to a well, pipeline or sour gas facility shall adhere to the setback requirements as determined by the Alberta Energy Regulator.

# SPECIFIC DEVELOPMENT REGULATIONS

## 9.1 ACCESSORY BUILDINGS IN RESIDENTIAL DISTRICTS

- 1. An accessory building in a residential district shall be subordinate to the principal use in size, height, and use.
- 2. An accessory building shall not be constructed on an undeveloped lot unless it is associated with an approved development permit for a principal dwelling.
- 3. The Development Authority shall only approve the development of an accessory building where there is an existing or approved principal use or principal building on the site.
- 4. Subject to the provisions of Sections 9.1.2 and 9.1.3, accessory buildings shall be sited having regard to their:
  - a. Environmental impact;
  - b. Use;
  - c. Accessibility; and
  - d. Location in relation to other buildings on the parcel and the future use and/or subdivision of the parcel.
- 5. An accessory building on a lot abutting Sylvan Lake or a reserve parcel abutting Sylvan Lake shall be situated so that:
  - a. It is located within the minimum rear yard of any parcel;
  - b. It is setback from:
    - i. The front lot boundary;
    - ii. The top of any escarpment area or high water mark (as determined by the Development Authority)

A minimum of 15.0 m (49.21 ft.) or parallel to the front wall of the principal building, whichever is the lesser setback.

- c. On a corner parcel, a minimum of:
  - i. 3.0 m (9.8 ft.) from any side boundary abutting a street, or reserve parcel;
  - ii. 1.0 m (3.3 ft.) from the other side boundary; and
  - iii. 6.0 m (19.7 ft.) from the rear parcel boundary.
- d. Notwithstanding the above, an accessory building or any portion thereof may be erected or placed on the front or side boundary common to two parcels provided the accessory building serves the two abutting parcels.
- 6. An accessory building on a parcel <u>not abutting Sylvan Lake</u> or a reserve parcel <u>not abutting Sylvan Lake</u> shall be situated so that:
  - a. On an interior parcel, a minimum of:
    - i. 1.0 m (3.3 ft.) from the side parcel boundary;
    - ii. 3.0 m (9.8 ft.) from the rear parcel boundary;
    - iii. 6.0 m (19.7 ft.) from the front parcel boundary, and
  - b. On a corner parcel, a minimum of:
    - i. 3.0 m (9.8 ft.) from the side boundary abutting the street;
    - ii. 1.0 m (3.3 ft.) from the other side parcel boundary;
    - iii. 6.0 m (19.7 ft.) from the front parcel boundary; and
    - iv. 3.0 m (9.8 ft.) from the rear parcel boundary.
  - c. Notwithstanding the above, an accessory building or any portion thereof may be erected or placed on the front or side boundary common to two parcels provided the accessory building serves the two abutting parcels.
- 7. An accessory building without a guest house above a garage shall not be more than 5.0 m (16.4 ft.) in building height measured from grade.
- 8. An accessory building with a guest house above a garage shall not be more than 7.6 m (25.0 ft.) in building height measured from grade.

- 9. An accessory building erected or placed on a parcel shall not be used as a principal dwelling.
- 10. The exterior of an accessory building must be finished to match or compliment the exterior finish of the principal building.
- 11. The footprint of an accessory building on lots smaller than 0.2 hectares (0.5 acres) in area shall be a maximum of 111.5 m<sup>2</sup> (1,200 ft.<sup>2</sup>), and shall not exceed the maximum site coverage provisions in the applicable land use district.
- 12. The footprint of an accessory building on lots 0.2 hectares (0.5 acres) or more in area shall be a maximum of 223.0 m<sup>2</sup> (2,400 ft.<sup>2</sup>), and shall not exceed the maximum site coverage provisions in the applicable land use district.

## 9.2 DETACHED GARAGES

- 1. Parcels <u>abutting Sylvan Lake</u> or a reserve parcel abutting the lake:
  - a. In addition to the accessory building setbacks prescribed in section 1.1(1), a detached garage shall be located a minimum of 6.0 m (19.7 ft.) from the rear parcel boundary if the overhead doors of the garage face a lane, street or rear property boundary.
  - b. Side entry detached garages:
    - i. Will only be permitted on parcels greater than 12.0 m (39.4 ft.) in width; and
    - ii. Shall be located a minimum of 3.6 m (12.0 ft.) from the rear parcel boundary.
- 2. Parcels not abutting Sylvan Lake or a reserve parcel abutting the lake:
  - a. In addition to the accessory building setbacks prescribed in section 1(1), a detached garage shall be located a minimum of 6.0 m (19.7 ft.) from the front parcel boundary if the overhead doors of the garage face a lane, street or front parcel boundary.
  - b. Side entry detached garages:
    - i. Will only be permitted on parcels greater than 12.0 m (39.4 ft.) in width; and
    - ii. Shall be located a minimum of 3.6 m (12.0 ft.) from the front parcel boundary.

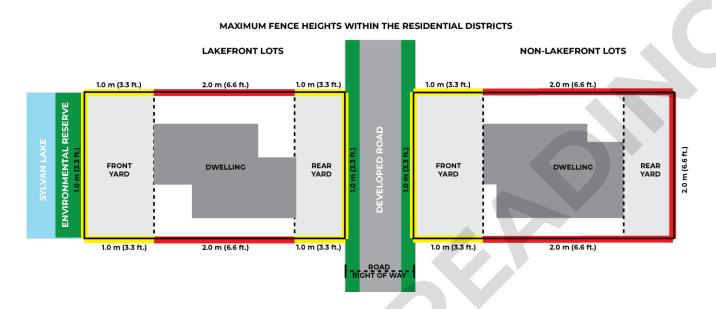
#### 9.3 DRIVEWAYS AND PARKING

- 1. A developed non-permeable surfaced driveway shall be considered part of a lot's site coverage and (along with other developments on the lot) shall not exceed the maximum site coverage regulation in the applicable Land Use District.
- 2. A development permit shall be required for a new driveway, or to increase the area of an existing driveway.
- 3. Driveway construction shall not disturb or disrupt municipal stormwater management infrastructure, and shall be constructed in such a manner not to interfere with the natural flow or absorption of surface water.
- 4. Culverts shall be designed and installed to municipal standards at no cost to the Summer Village.
- 5. The maximum width of a driveway shall be 10.0 m (32.8 ft.). Driveway width shall be measured within the carriageway.
- 6. Driveways on corner parcels shall be setback from the street intersection not less than 6.0 m (19.7 ft.) where the driveway serves not more than four (4) dwelling units.
- 7. In residential districts, the number of driveways shall be limited to not more than one (1) driveway on a property with less than or equal to 40.0 m (131.2 ft.) and not more than two (2) driveways for properties with more than 40.0 m (131.2 ft.) of frontage.
- 8. Where the road storm drainage flow will be impacted by the construction of a driveway, at the discretion of the Development Authority, driveways shall contain culverts and be graded to the satisfaction of the municipality.
- 9. No operator or owner of a heavy vehicle shall park a heavy vehicle on a parcel within a Residential District.

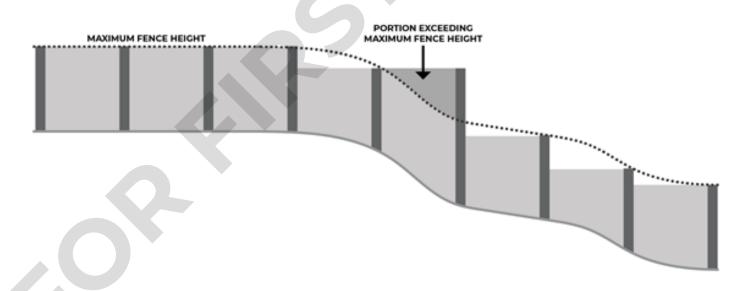
## 9.4 FENCING

- 1. Within the residential districts:
  - a. For lakefront parcels abutting Sylvan Lake or a reserve parcel abutting the lake, fences:
    - i. Located within a rear yard of a parcel shall not exceed 1.0 m (3.3 ft.) in height.
    - ii. Located within a side yard of a parcel shall not exceed 2.0 m (6.6 ft.) in height.
    - iii. Located within the front yard of a parcel shall not exceed 1.0 m (3.3 ft.) in height.
    - iv. Located within the flankage yard of a parcel shall not exceed 1.0 m (3.3 ft.) in height.

- b. For parcels not abutting Sylvan Lake or a reserve parcel abutting the lake, fences:
  - i. Located within a rear yard or side yard of a parcel shall not exceed 2.0 m (6.6 ft.) in height.
  - ii. Located within the front yard of a parcel shall not exceed 1.0 m (3.3 ft.) in height.
  - iii. Located within the flankage yard of a parcel shall not exceed 1.0 m (3.3 ft.) in height.
- c. Fence height shall be determined by measuring from the top of the fence to the ground.



- 2. Notwithstanding the requirements of Section 9.4.1.a.i, a fence in the rear yard of a lakefront lot may exceed 1.0 m (3.3 ft.) to a maximum of 2.0 m (6.6 ft.) if the portion of the fence that exceeds 1.0 m (3.3 ft.) in height is constructed to allow for visual access to the rear yard of the lot, to the satisfaction of the Development Authority.
- 3. Within other districts, a fence shall be sited to the discretion of the Development Authority.



## 9.5 HOME OCCUPATIONS

- 1. Home occupations shall not involve:
  - a. activities that use or store hazardous material in quantities exceeding those found in a normal household; or
  - b. any use that would, in the opinion of the development authority, materially interfere with or affect the use, enjoyment, or value of neighbouring properties.

- 2. A home occupation shall not occupy more than 20% of the floor area of the main dwelling or 35 m² (375 ft.²), whichever is the
- 3. A minor home occupation shall comply with the following regulations:
  - a. A minor home occupation shall not employ any person on-site other than a resident of the dwelling.
  - b. No offensive noise, vibration, smoke, dust, odour, heat, glare, electrical or radio disturbance detectable beyond the boundary of the lot on which the minor home occupation is located shall be produced by the home occupation.
  - c. There shall be no outdoor business activity, or outdoor storage of material or equipment associated with the minor home occupation allowed on the site. Storage related to the minor home occupation shall be allowed only in either the dwelling or accessory buildings.
  - d. Business activities must be carried out entirely within the dwelling.
  - e. Exterior alterations or additions to accommodate a minor home occupation shall not be allowed.
  - f. There shall be no exterior signage, display, or advertisement.
- 4. A major home occupation shall comply with the following regulations:
  - a. In addition to a development permit application, each application for a major home occupation shall be accompanied by a description of the business to be undertaken in the dwelling, an indication of the anticipated number of business visits per week, and details for the provision of parking along with other pertinent details of the business operation.
  - b. The number of non-resident employees working on-site shall not exceed one (1) on-site, non-occupant employees.
  - c. Up to eight (8) business visits per day are allowed.
  - d. No more than one (1) commercial vehicle up to but not exceeding a gross vehicle weight of 5,500 kg (12,225 lbs.), to be used in conjunction with the major home occupation, shall be parked or maintained on the site in a residential district. The parking space for the commercial vehicle shall be adequately screened and sited behind the principal building to the satisfaction of the Development Authority.
  - e. The outdoor storage of productions and materials shall be prohibited.
  - f. Any interior or exterior alterations or additions to accommodate a major home occupation may be allowed at the discretion of the Development Authority, as along as such alterations comply with this Bylaw and the *Alberta Safety Codes Act* and the regulations made thereunder.
  - g. There shall be no exterior signage, display or advertisement other than a business identification sign, the size of which shall be entirely at the discretion of the Development Authority.
  - h. Business activities must be carried out entirely within the dwelling.
  - i. When a development permit is issued for a major home occupation, such permit shall be terminated should the applicant vacate the property for which the permit has been issued.
- 5. A permit issued for a major home occupation is valid for one (1) year or longer as determined by the Development Authority. It is the obligation of the developer to seek renewal of a development permit prior to the expiry of the time period for which the initial permit was issued. The Development Authority shall consider the renewal on its merits.
- 6. A stop order may be issued at any time if, in the opinion of the Development Authority, the operator of the home occupation has violated any provisions of this Bylaw or conditions of the approval of a development permit and complaints based on the operation of the home occupation have been received.

## 9.6 PRIVATE POOLS AND DECORATIVE PONDS

- 1. For lots <u>abutting</u> Sylvan Lake or a reserve parcel abutting the lake, a private pool or decorative pond shall be located:
  - a. at least 1.5 m (4.9 ft.) from the side and rear property lines;
  - b. at least 6.0 m (19.7 ft.) from the front property line;
  - c. In a front yard or side yard in an interior lot; and
  - d. On a corner lot, located in a front yard or the side yard not adjacent to a public roadway.
  - e. A decorative pond may be located in a rear yard if:
    - i. The pond is 0.6 m (23.6 inches) or less in depth; and

- ii. The pond is located a minimum of 1.5 m (4.9 ft.) from the rear and side property lines.
- 2. For lots not abutting Sylvan Lake or a reserve parcel abutting the lake, a private pool or decorative pond shall be located:
  - a. At least 1.5 m (4.9 ft.) from the side and rear property lines;
  - b. In a rear yard or side yard in an interior lot; and
  - c. On a corner lot, located in a rear yard or the side yard not adjacent to a public roadway.
  - d. A decorative pond may be located in a front yard if:
    - i. The pond is 0.6 m (23.6 inches) or less in depth; and
    - ii. The pond is located a minimum of 1.5 m (4.9 ft.) from the front and side property lines.
- 3. A private pool shall be enclosed by a secure lockable lid or fencing equipped with gates that lock in accordance with the Alberta Building Code in effect at the date of the application for Development Permit.

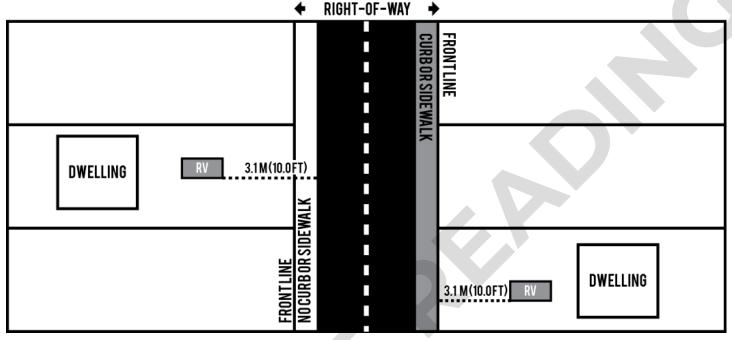
#### 9.7 PUBLIC PROPERTIES

- 1. Parking or leaving a vehicle on public property shall be in accordance with the Summer Village of Norglenwold Traffic Bylaw 207-12, as amended.
- 2. The removal of trees and/or shrubs, excavation, grading or drainage alteration on any municipal reserve, environmental reserve or other municipal owned land, without expressed written approval from the municipality, is prohibited.
- 3. Private development on any municipal reserve, environmental reserve or other municipal owned land is prohibited.
- 4. The prohibition in **Section 9.7.3** does not apply to any uses listed in an applicable land use district and subject to expressed written approval from the municipality.
- 5. No person shall erect or cause to be erected any fence on any property owned by the municipality without their expressed written approval.

## 9.8 RECREATIONAL VEHICLES

- 1. The placement of a recreational vehicle on a lot requires a development permit.
- 2. A development permit application to place an recreational vehicle on a lot shall indicate:
  - a. where the recreational vehicle will be placed on a lot on a permanent basis;
  - b. how potable water, wastewater, and utilities will be provided; and
  - c. where onsite parking will be provided.
- 3. Except as noted in 9.8.4 below, a recreational vehicle shall not be placed on an undeveloped lot.
- 4. A maximum of one (1) recreational vehicle is permitted on an undeveloped lot on a temporary basis (with a development permit) in order to provide temporary accommodation (during construction) for a principal dwelling for which a development permit has been issued. The recreational vehicle must have approved potable water system and wastewater system that complying with current provincial requirements.
- 5. Additional recreational vehicles may be allowed on a lot on a temporary basis at the discretion of the Development Authority.
- 6. Recreational vehicles shall adhere to the front, rear, and side yard requirements of dwellings and accessory buildings identified in the applicable Land Use District.
- 7. A recreational vehicle on a lot shall be considered part of a lot's site coverage and (along with other developments on the lot) shall not exceed the maximum site coverage regulation in the applicable Land Use District.
- 8. Recreational vehicles on developed lots must be located entirely within the boundaries of the lot.
- 9. The towing vehicle associated with the recreational vehicle shall be parked entirely on the lot and not on the adjacent roadway.
- 10. Recreational vehicles shall not be located within a front yard on a lakefront lot.
- 11. All recreational vehicles shall not be permitted to dispose of wastewater and greywater on the ground within the Summer Village.
- 12. A maximum of one (1) recreational vehicle may be stored permanently on a residential lot.
- 13. The storage of a recreational vehicle year-round on a residential lot may be allowed under the following conditions:
  - a. The recreational vehicle:
    - i. Is entirely contained within the lot;

- ii. Conforms to the front, rear, and side yard requirements of dwellings and accessory buildings identified in the applicable Land Use Districts and the regulations in Section 9.8.8; and
- iii. Is located on a hard surfaced or gravel pad.
- 14. Notwithstanding section 9.8.11 above, at the discretion of the Development Authority Officer a recreational vehicle may be allowed year-round in a front yard on a hard surfaced or gravel pad if there is a minimum of 3.1 m (10.0 ft.) between the recreational vehicle when parked and the edge of sidewalk or, where there is no sidewalk, 3.1 m (10.0 ft.) from the back of curb adjacent to the lot. Where there is no curb or sidewalk, the required setback from a front lot line shall normally be 3.1 m (10.0 ft.).



- 15. Underground permanent utilities (e.g. water, wastewater, and dedicated power connections) are strictly prohibited for recreational vehicles in the Summer Village.
- 16. Recreational vehicles and recreational vehicle stalls shall not be rented for compensation.
- 17. Recreational vehicles must remain on private property at all times and cannot be stored or used on municipal land.
- 18. In no instance will the placement of a recreational vehicle in a front yard be allowed where the recreational vehicle would impede or obstruct the safety of pedestrians or vehicle traffic on adjacent sidewalks or roadways.

## 9.9 SUITES

- 1. A maximum of one (1) guest house suite is allowed on a lot.
- 2. A guest house suite (including a garage suite) shall not be allowed on an undeveloped lot.
- 3. Secondary suites and security suites shall be prohibited in the Summer Village.
- 4. In situations where a detached dwelling is being rented out and there is a guest house on the parcel, the guest house shall not be rented out to a separate party other than those renting the detached dwelling.
- 5. A guest house suite may not include a food preparation area, refrigerator, stove or provision of 220 volt wiring.
- 6. A site plan showing the location of the guest house suite on the lot, provisions for off-street parking and access to the guest house shall be provided by the applicant.
- 7. As a condition of the development permit, the guest house suite shall be connected to the municipal wastewater disposal system. The applicant shall be required to demonstrate that the system has sufficient capacity for the additional use and meets the requirements of the Wastewater Commission and the Summer Village.

8. Other requirements for suites shall be as per the table below:

	GUEST HOUSE SUITES
MAXIMUM HEIGHT	7.6 m (25.0 ft.)
MINIMUM FLOOR AREA	30.0 m² (323.0 ft.²)
MAXIMUM FLOOR AREA (and shall not exceed the floor area of the principal building)	83.6 m² (900.0 ft.²)
MINIMUM # OF ADDITIONAL ON-SITE PARKING SPACES REQUIRED	1

9. The maximum floor area for a guest house shall not enable a scenario whereby the total development on a lot exceeds the maximum site coverage regulations in the applicable Land Use District.

## 9.10 GUIDELINES FOR OTHER LAND USES

- 1. All uses which are not covered by the regulations of Sections 8 and 9 of this Land Use Bylaw shall, in accordance with the following guidelines, be:
  - a. Separated from adjacent uses by such a distance as to ensure that there will be no adverse impact upon or by those adjacent uses;
  - b. At a density which is consistent with that prevailing in the area, unless otherwise provided for in a statutory plan;
  - c. Setback from any parcel boundary abutting a road or a reserve a sufficient distance to ensure that the development will not be visually intrusive, having regard to any possible changes in surrounding uses;
  - d. Of a height which will be consistent with that prevailing in the area;
  - e. Developed in such a manner that there will be no adverse impact upon or by traffic on adjacent roads; and
  - f. Developed in conformance with any applicable statutory plan policies.



# **LAND USE DISTRICTS**

## 10.1 ESTABLISHMENT OF LAND USE DISTRICTS

1. For the purpose of this Land Use Bylaw, the municipality is divided into the following districts:

LAND USE DISTRICT	SYMBOL	COLOUR
SHORELINE RESIDENTIAL	RI	YELLOW
ESTATE RESIDENTIAL	R2	ORANGE
ENVIRONMENTAL OPEN SPACE	EO	GREEN
COMMUNITY AND RECREATION	CR	BLUE

- 2. The boundaries of the districts listed in **Section 10.1.1** are as delineated on the Land Use District Map show in **Section 11** of this Land Use Bylaw. All roads, water courses and lakes are excluded from the land use districts.
- 3. Where the location of district boundaries on the Land Use District Map is not clearly understood, the following rules shall apply:
  - a. A boundary shown as approximately following a parcel boundary shall be deemed to follow the parcel boundary;
  - b. A boundary which does not follow a parcel boundary shall be located by measurement of the Land Use District Map; and
  - c. A boundary location which cannot be satisfactorily resolved, shall be referred to Council for an official interpretation.

# SHORELINE RESIDENTIAL DISTRICT

## **GENERAL PURPOSE**

1. To provide an area for low density residential development in the form of single-detached dwellings and compatible uses.

#### USES

PERMITTED USES	DISCRETIONARY USES
Accessory Buildings where the total floor area is $53.5  \text{m}^2$ ( $578.0  \text{ft.}^2$ ) or less	Accessory Buildings where the total floor area is over 53.5 m <sup>2</sup> (578.0 ft. <sup>2</sup> )
Day Homes	Apiaries (for colonies greater than 1,000 bees and/or more than 1 queen)
Dwellings, Single-Detached	Suites, Garage
Home Occupations, Minor	Suites, Guest House
	Home Occupations, Major
	Modular Home
	Parks and Playgrounds
	Public and Quasi-Public Uses
	Signs
	Suites, Garage
	Temporary Buildings
	Walkways

## MINIMUM PARCEL REQUIREMENTS

WIDTH	15.2 m (50.0 ft.)
	697.0 m <sup>2</sup> (7,502 ft. <sup>2</sup> )
AREA	Parcels not complying with the foregoing and legally created prior to promulgation of Alberta Regulation 132/78 (April 1978) are not subject to foregoing, but shall have an area not less than 520.0 m <sup>2</sup> (5,597 ft. <sup>2</sup> ).

## PARCEL SERVICING

- 1. No building may be erected or development commenced on parcels which are not proposed to be served by a piped water or wastewater system until arrangements, satisfactory to the Provincial Plumbing Inspector, Alberta Labour and the Public Health Unit, have been made for collection, storage, if any, and disposal of wastewater.
- 2. The Development Authority shall either refuse to issue a Development Permit for any building, structure or works, unless arrangements under (1) above have been completed, or issue a Development Permit subject to the conditions that arrangements under (1) above shall be completed prior to the commencement of the development.
- 3. Electrical power from the property line of any parcel to any building situate on the parcel shall be constructed underground.

#### SITE DEVELOPMENT

1. Unless otherwise provided in a development agreement registered by the municipality by caveat on the title to any parcel the following provisions shall apply:

Tollowing provisions shall apply.				
MINIMUM FRONT YARD	7.5 m (24.6 ft.) to the habitable dwelling unit from:  a. The front parcel boundary; or  b. The top of the escarpment; or  c. The high water mark; Whichever is closest to the dwelling unit.  6.0 m (19.7 ft.) to a garage attached to (and structurally part of) the principal building.			
MINIMUM SIDE YARD	1.5 m (4.9 ft.) or ten (10) percent of the parcel width, whichever is greater, to a maximum of 3.0 m (9.8 ft.), or as required by the Alberta Building Code (whichever is greater).			
MAXIMUM SITE COVERAGE	50%			
MINIMUM VEGETATION COVERAGE	A5%, of which 10% of the total lot area must be covered in trees and shrubs.  Pigeon Lake Front Property Line  Vegetation, includes trees and shrubs (Minimium 45%)  Trees and Shrubs (Minimium 45%)  Trees and Shrubs (Minimium 10% of total lot area)  Flex Area - Soft Landscaping Elements (5%)  Lot Boundary  The total vegetation coverage requirement is a minimum 45% of the total lot area. included in this 45% minimum requirement, 10% of the total lot area must be covered in trees and shrubs.  Flex area means the remainder of the lot area where soft landscaping elements or permeable surfaces (e.g. gravel, rock gardens, synthetic turf, permeable pavement) are encouraged.  Note: This illustration demonstrates an example of site coverage only and is not representative of requirements for setbacks, building floor area, and siting. This illustration is not to scale. The location of buildings, decks, non-permeable surfaces, vegetation (including trees and shrubs), and flex area is an example only.			
MAXIMUM DWELLING HEIGHT	10.0 m (32.8 ft.) measured from grade.			
MINIMUM FLOOR AREA	100.0 m <sup>2</sup> (1,076 ft. <sup>2</sup> )			
PARKING STALLS	All parking stalls shall have a dimension of not less than 2.7 m (9.0 ft.) by 5.5 m (18.0 ft.).			
MINIMUM PARKING (DETACHED DWELLING)	Two (2) parking stalls per dwelling.			
MINIMUM PARKING (ALL OTHER USES)	As required by the Development Authority.			

## ADDITIONAL REGULATIONS

- 1. All uses must comply with the regulations in Section 8 and 9 of this Land Use Bylaw.
- 2. Shoreline erosion control measures are prohibited unless prior written approval has been received from the Alberta Environment and Parks and the Summer Village of Norglenwold.
- 3. Lot grading and landscaping shall comply with the regulations in Sections 8.11 and 8.13 of this Land Use Bylaw.
- 4. Lands subject to an environmental reserve easement must remain in their natural state.



# **ESTATE RESIDENTIAL DISTRICT**

## **GENERAL PURPOSE**

1. To provide an area for very low density residential development in the form of detached dwellings and compatible uses, on parcels not abutting the lake or a reserve parcel abutting the lake.

#### **USES**

PERMITTED USES	DISCRETIONARY USES
Accessory Buildings where the total floor area is $53.5  \text{m}^2$ ( $578.0  \text{ft.}^2$ ) or less	Accessory Buildings where the total floor area is over 53.5 $\mathrm{m}^2$ (578.0 ft. $^2$ )
Day Homes	Apiaries (for colonies greater than 1,000 bees and/or more than 1 queen)
Dwellings, Single-Detached	Suites, Guest Houses
Home Occupations, Minor	Home Occupations, Major
	Modular Home
	Parks and Playgrounds
	Public and Quasi-Public Uses
	Signs
	Suites, Garage
	Temporary Buildings
	Walkways

## MINIMUM PARCEL REQUIREMENTS

WIDTH	30.5 m (100.0 ft.)
	1,860 m <sup>2</sup> (20,020 ft. <sup>2</sup> )
AREA	Parcels not complying with the foregoing and legally created prior to promulgation of Alberta Regulation 132/78 (April 1978) are not subject to foregoing, but shall have an area not less than 520.0 m <sup>2</sup> (5,597 ft. <sup>2</sup> ).

## PARCEL SERVICING

- 1. No building may be erected or development commenced on parcels which are not proposed to be served by a piped water or sewerage system until arrangements, satisfactory to the Provincial Plumbing Inspector, Alberta Labour and the Public Health Unit, have been made for collection, storage, if any, and disposal of sewage.
- 2. The Development Authority shall either refuse to issue a Development Permit for any building, structure or works, unless arrangements under (1) above have been completed, or issue a Development Permit subject to the conditions that arrangements under (1) above shall be completed prior to the commencement of the development.
- 3. Electrical power from the property line of any parcel to any building situate on the parcel shall be constructed underground.

#### SITE DEVELOPMENT

1. Unless otherwise provided in a development agreement registered by the municipality by caveat on the title to any parcel the following provisions shall apply:

MINIMUM EDONE VADD	7.5 m (24.6 ft.) to the habitable dwelling unit from the front parcel boundary.			
MINIMUM FRONT YARD	6.0 m (19.7 ft.) to a garage attached to (and structurally part of) the principal building.			
MINIMUM SIDE YARD	1.5 m (4.9 ft.) or ten (10) percent of the parcel width, whichever is greater, to a maximum of 3.0 m (9.8 ft.), or as required by the Alberta Building Code (whichever is greater).			
MAXIMUM SITE COVERAGE	50%			
MINIMUM VEGETATION COVERAGE	A5%, of which 10% of the total lot area must be covered in trees and shrubs.  Pigeon Lake Front Property Line  Vegetation, includes trees and shrubs (Minimium 45%)  Trees and Shrubs (Minimium 10% of total lot area)  Flex Area - Soft Landscaping Elements (5%)  Lot Boundary  The total vegetation coverage requirement is a minimum 45% of the total lot area. included in this 45% minimum requirement, 10% of the total lot area amust be covered in trees and shrubs.  Flex area means the remainder of the lot area where soft landscaping elements or permeable surfaces (e.g. gravel, rock gardens, synthetic turf, permeable pavement) are encouraged.  Note: This illustration demonstrates an example of site coverage only and is not representative of requirements for setbacks, building floor area, and siting. This illustration is not to scale. The location of buildings, decks, non-permeable surfaces, vegetation (including trees and shrubs), and flex area is an example only.			
MAXIMUM DWELLING HEIGHT	10.0 m (32.8 ft.) measured from grade.			
MINIMUM FLOOR AREA	100.0 m <sup>2</sup> (1,076 ft. <sup>2</sup> )			
PARKING STALLS	All parking stalls shall have a dimension of not less than 2.7 m (9.0 ft.) by 5.5 m (18.0 ft.).			
MINIMUM PARKING (DETACHED DWELLING)	Two (2) parking stalls per dwelling.			
MINIMUM PARKING (ALL OTHER USES)	As required by the Development Authority.			

## ADDITIONAL REGULATIONS

- 1. All uses must comply with the regulations in Section 8 and 9 of this Land Use Bylaw.
- 2. Lot grading and landscaping shall comply with the regulations in Sections 8.11 and 8.13 of this Land Use Bylaw.

# **ENVIRONMENTAL OPEN SPACE DISTRICT**

## **GENERAL PURPOSE**

1. To provide an area for the preservation of municipal land in its natural state.

#### USES

PERMITTED USES	DISCRETIONARY USES
Natural Areas	Accessory Buildings and Uses
Parks and Playgrounds	Signs (public)
	Trails
	Utility Buildings
	Walkways
	Any use that is similar, in the opinion of the Development Authority, to the permitted uses or discretionary uses described above.

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PARKING STALLS	All parking stalls shall have a dimension of not less than 2.7 m (9.0 ft.) by 5.5 m (18.0 ft.).
MINIMUM PARKING (ALL USES)	As required by the Development Authority.

## **ADDITIONAL REGULATIONS**

1. All uses must comply with the regulations in Section 8 and 9 of this Land Use Bylaw.

# **COMMUNITY AND RECREATION DISTRICT**

#### **GENERAL PURPOSE**

1. To provide an area for the development of public land for major multi-use recreational facilities, and other uses, herein listed, which are compatible with the area.

#### USES

PERMITTED USES	DISCRETIONARY USES
Parks and Playgrounds	Accessory Buildings and Uses
Recreation Facilities	Parking Facilities, Public
	Public and Quasi-Public Uses
	Signs (public)
	Utility Buildings
	Any use that is similar, in the opinion of the Development Authority, to the permitted uses or discretionary uses described above.

## SITE DEVELOPMENT

1. Unless otherwise provided in a development agreement registered by the municipality by caveat on the title to any parcel the following provisions shall apply:

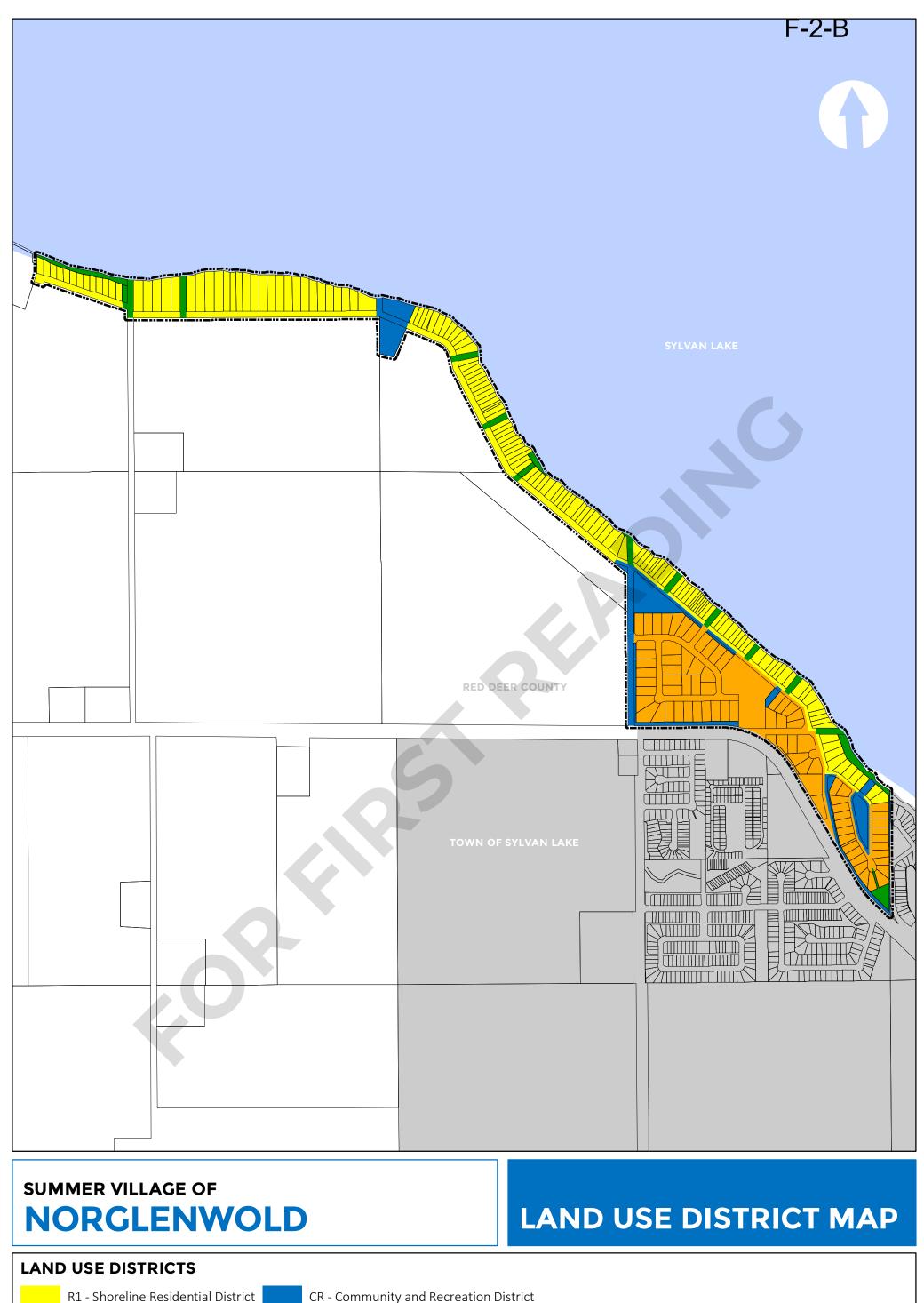
MINIMUM FRONT YARD	9.0 m (29.5 ft.)	
MINIMUM SIDE YARD	3.0 m (9.8 ft.) or as required in the Alberta Building Code, whichever is greater	
MINIMUM REAR YARD	6.0 m (19.7 ft.)	
MAXIMUM BUILDING HEIGHT	12.0 m (39.4 ft.)	
PARKING STALLS	All parking stalls shall have a dimension of not less than 2.7 m (9.0 ft.) by 5.5 m (18.0 ft.).	
MINIMUM PARKING (ALL USES)	As required by the Development Authority.	
OUTDOOR STORAGE AND DISPLAY	Outdoor storage shall be screened.	
	Outdoor display is not allowed.	

## ADDITIONAL REGULATIONS

1. All uses must comply with the regulations in Section 8 and 9 of this Land Use Bylaw.

# **LAND USE DISTRICT MAP**





# R1 - Shoreline Residential District CR - Community and Recreation District R2 - Estate Residential District EO - Environmental Open Space District

Digital Information: Geogratis, Geodiscover, and Altalis Projection: UTM NAD 83 12N





## Summer Village of Norglenwold

May 27, 2022

**Planning and Development** 

Information Item

Agenda Item: Completions Deposit/ILOC

## Background:

Our draft Land Use Bylaw includes new provisions for an Irrevocable Letter of Credit requirement for landscaping.

As a condition of a development permit approval, a guaranteed security may be required from the property developer/owner in the form of an irrevocable and automatically renewable letter of credit in the amount of 125% of the estimated landscaping cost, to ensure that the landscaping is provided and installed in accordance with recognized horticultural practices. The projected cost of the landscaping shall be calculated by the developer/owner and shall be based on information provided in the approved landscape plan. If in the reasonable opinion of the Development Authority, these projected costs are inadequate, the Development Authority may establish a higher landscaping cost for the purposes of determining the value of the landscaping security.

An irrevocable letter of credit is an official correspondence from a bank that guarantees payment for goods or services being purchased by the individual or entity, referred to as the applicant, that requests the letter of credit from an issuing bank. This could look like something like a condition on the development permit that the applicant must submit a landscaping security doeposit of 100% the full cost (detailed quote must also be submitted) prior to the issuance of the building permit.

As part of the Development Permit application, the following information would be required:

- The applicant shall provide an estimate of the cost of landscaping, including all site work and irrigation work, to the Approving Authority, prior to Development Permit issuance.
- A plant material list identifying the species/type of trees or shrubs, including the common names, and their planted size.
- Include a plan of location of existing plant materials to be retained; (e) new plant materials shall be accurately scaled to mature size, location of planting beds and identification of bedding material.
- A site plan showing lot boundaries and lot area measured in square meters, along with the location of proposed landscaping and related

landscaping features (e.g. planting beds, boulders, etc.) in relation to all existing and proposed buildings, signs, outdoor storage areas, parking areas, display areas, approaches, driveways, fences, storm water utility areas, and utility right-of-ways.

- Include all other physical features, existing or proposed; including berms, walls, fences, outdoor furniture and decorative paving.

<u>Enclosed is a sample irrevocable letter of credit and the current completions</u> deposit information.

## **Options for Consideration:**

- 1. Council accept as information.
- 2. Council discuss and provide administration with direction.

## **Authorities:**

Norglenwold Development Completions Deposit 1567/18.

F-2-C



## Summer Villages Administration Office #2 Erickson Drive Sylvan Lake, AB T4S 1P5 (403) 887-2822

Name and address of Financial Institution: Name and Address of Applicant: Beneficiary: Irrevocable Standby Letter of Credit:
Document Identification Number:
Amount: \$ CAD
Maximum Amount in "Words"
Canadian dollars

Summer Village of Norglenwold #2 Erickson Drive Sylvan Lake, AB T4S 1P5 Attention: Development Authority

#### Date of Issue:

We hereby authorize you to draw on "Name and Address of Financial Institution" for the account of the Applicant up to an aggregate of the amount mentioned above.

Pursuant to the request of the Applicant, we "Name of Financial Institution" hereby establish and give you an Irrevocable Standby Letter of Credit in your favour in the above amount which may be drawn on by you ay any time and from time to time, upon written demand for payment made upon us by you, which demand we shall honour without enquiring whether you have the right as between yourself and the Applicant to make such demand and without recognizing any claim of the Applicant, or objection by it to payment by us.

The amount of this Letter of Credit may be reduced from time to time as advised in writing to the undersigned from time to time by the Beneficiary.

We understand that this Letter of Credit relates to those Municipal Improvements approved in the Development Permit between the Developer and the Summer Village of Norglenwold.

The amount of this Letter of Credit will continue in force up to "Date one year after Date of Issue" but shall be subject to the condition hereinafter set forth.

It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless 30 days prior to the present or future expiration date, we notify you in writing that we elect not to consider this Letter of Credit to be renewable for any additional period.

This irrevocable Standby Letter of Credit is not transferable or assignable.

Except so far as is expressly stated herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce, Paris, Publication No. 500 (latest version) and engages us in accordance with the terms thereof.

Signed by Authorized Representative of Financial Institution	

E-mail: info@sylvansummervillages.ca Website: www.sylvansummervillages.ca



Policy Title	Date:	Resolution No.
<b>Development Completions Deposit</b>	March 23, 2018	1567-18

## **PURPOSE**

The collection of a deposit from an applicant to ensure the development commences and continues in the manner applied for, all conditions of a development permit have been met, and any or all of the damages to the Summer Village's lands or infrastructure is repaired.

#### **POLICY STATEMENT:**

A refundable completions deposit will be required when a development permit is issued. The amount will depend on the estimated project cost with a minimum of \$500.00 to a maximum of \$5000.00 (at the discretion of the Development Authority). The deposit shall be refunded after completion of the construction including landscaping as per permit subject to the following:

- a) All conditions of the development permit have been met, including the completion of building construction within a one-year period, landscaping completed within two years, and any or all road damage repaired.
- b) The development commences and continues in the manner applied for, including landscaping, and that all development complies with the regulations and specifications of the Land Use By-Law under which the permit was issued.
- c) If the Summer Village is required to repair damage to its lands and works, including but not necessarily confined to roads, drainage courses, trees and fences, the costs thereof shall be deducted from the deposit.
- d) The fee for re-inspection shall be \$25 and will be deducted from the deposit.
- e) If the development is not completed within the time set out in the development permit, extensions may be granted with the development permit application fee deducted from the deposit.

*Policy 61.2 is hereby rescinded.* 

May 27, 2022

**Council Reports** 

**Information Item** 

## **Council Reports:**

Cyril Gurevitch Jeff Ludwig Nav Rattan

**Committee Reports:** 

**Correspondence:** 

# **Upcoming Meetings:**

Next Council Meeting – June 24, 2022