

**SUMMER VILLAGE OF WHITE SANDS
COUNCIL MEETING AGENDA
March 22nd, 2018
11:00 AM
Town of Stettler Office**

1. Call to Order
2. Additions to Agenda
3. Minutes
 - a. Adoption of the Minutes of the Special Summer Village of White Sands Council Meeting held on February 28th, 2018 2-5
4. Financial
 - a. Bank Reconciliation as of February 28th, 2018 6
 - b. Statement of Revenue & Expenses as of February 28th, 2018 7
 - c. Accounts Payable as of March 9th, 2018 8
5. Administration/Current Concerns
 - a. Fire Agreement 9-11
 - b. Council/Staff Reports verbal
6. Correspondence
 - a. Letters for IDP dispute 12-17
7. Bylaws
 - a. none
8. Additions
9. In-Camera Session
10. Next Meeting Date
11. Adjournment

**MINUTES OF THE SPECIAL COUNCIL MEETING
OF THE SUMMER VILLAGE OF WHITE SANDS COUNCIL
HELD ON FEBRUARY 28, 2018
TOWN OF STETTLER BOARD ROOM**

Present: Mayor Lorne Thurston
Councillor Bill Sanchuck
Councillor Carl Cornelssen
Chief Administrative Officer Graham Scott
Development Officer Leann Graham
Office Administrator Laurie Tait

Absent: None

1. **Call to Order:** Mayor Thurston called the Council Meeting to order at 1:00 p.m.

2. **Agenda Additions/Approval**

Motion 18:02:01 Moved by Councillor Cornelssen to approve the agenda with the following additions:
9. In-Camera Session - Legal

MOTION CARRIED
Unanimous

3. **Adoption of Minutes**

(a) Minutes of the Special Council Meeting held on February 24, 2018

Motion 18:02:02 Moved by Councillor Sanchuck that the Minutes of the Special Council Meeting held on February 24, 2018 be approved as presented.

MOTION CARRIED
Unanimous

(b) Business Arising from the February 24, 2018 Special Council Meeting

- a. Road Signs – all signs accounted for
- b. Truck Fill Station update – County installing security system

4. **Financial** (a) Accounts Payable as of February 23, 2018

Motion 18:02:03 Moved by Councillor Cornelssen that Accounts Payable in the amount of \$5,540.36 for the period ending February 23, 2018 having been paid, be accepted as presented.

MOTION CARRIED
Unanimous

5. **Administration/Current Concerns**

(a) Council/Staff Reports
Outstanding RV Permit confirmation

6. **Correspondence**

(a) None

7. **Bylaws** (a) 162-18 re: Land Use Bylaw Amendment

Development Officer Graham explained that Bylaw 162-18 is to amend Land Use Bylaw 153-15.

Motion 18:02:04

Moved by Councillor Sanchuck that the Summer Village of White Sands Council amend Bylaw 162-18 as presented for first reading as follows:

Part One: General

1.3 Definitions

Add "Exterior Wall" means a wall with one side on the exterior of the building finished with materials including but not limited to stucco, siding, brick or stone. The exterior wall is constructed in a way to provide load bearing capabilities and protection from the outside elements including moisture protections and insulation.

Revise "Floor Area" means for residential buildings, the total area of all floors on a building measured from the outside of exterior walls but **excluding floor areas of the basement, cantilevers**, lofts, cellars, attached garages, sheds, carports, or open porches, balconies or decks in all residential buildings.

Add "Main Floor Area" means for residential buildings, the total area of the main floor of a building measured from the outside of the exterior walls.

Add "Porch" means a covered area (open or enclosed) adjoining an entrance to a dwelling, a porch is not considered a part of a total floor area.

Revise "Ready to Move (RTM) Dwelling" means a dwelling with a minimum width of 7.3 meters (24 feet), a minimum main floor area of **70 m² (753.5 ft²)** and a maximum height of 7.75 meters (25.4 feet). An RTM must have a completed main floor area constructed off site prior to transportation to the property. Dwellings are transported to the site and assembled to create a permanent dwelling unit and conform to the CSA A-277 Standard for Ready To Move Homes.

Part Two : Development Permits

2.3 Permission for Development:

Revise 9 (c) To give security in the amount of 5% of the project value, as determined by the safety codes valuation of construction value per ft² as amended from time to time, for each dwelling unit to ensure that the terms of the agreement under this section are carried out:

(i) Detached Dwelling - 50% refunded at completion of foundation, 50% refunded upon completion of permanent siding, roofing, windows and doors to dwelling lock-up.

(ii) RTM – 50% refunded at installation on foundation, 50% refunded upon completion of project including proof of final inspection.

Schedule C: Land Use District Regulations

Residential District R1

2(ii) RTMs shall be placed on a permanent foundation or basement. RTMs shall only be allowed on parcels greater than 929 m² (10,000 ft²) or more and must have minimum width of 7.3 meters (24 feet).

(9) Maximum Building Height

(a) Detached Dwelling – 7.75 m (25.42 ft) above finished grade with a maximum of two stories; excepting on parcels larger than 929 m² (10,000 ft²) or more, where the maximum height shall be 10.00 m (32.81 ft) above finished grade with a maximum of two stories and a walkout basement;

(b) RTM - 7.75 m (25.4 ft) above finished grade with a maximum of two stories.

(10) Minimum Main Floor Area
(a) Detached Dwelling - 70 m² (753.5 ft²)
(b) RTM - 70 m² (753.5 ft²)

MOTION CARRIED
Unanimous

Motion 18:02:05 Moved by Councillor Sanchuck that the Summer Village of White Sands Council give second reading to Bylaw 162-18 as amended.

MOTION CARRIED
Unanimous

Motion 18:02:06 Moved by Councillor Cornelssen that the Summer Village of White Sands Council give third and final reading to Bylaw 162-18 as amended.

MOTION CARRIED
Unanimous

8. **Additions** (a) None

9. **In-Camera Session - FOIP Act, Division 2, Section 27**

Motion 18:02:07 Moved by Councillor Sanchuck that the Summer Village of White Sands Council proceed to an In-Camera Session with the CAO and Development Officer present to discuss the In-Camera items.

MOTION CARRIED
Unanimous at 1:35 p.m.

Motion 18:02:08 Moved by Councillor Cornelssen that the Summer Village of White Sands Council return to the Special Council Meeting.

MOTION CARRIED
Unanimous at 2:30 p.m.

Motion 18:02:09 Moved by Councillor Sanchuck that the Summer Village of White Sands Council seek legal council for a planning & development matter.

MOTION CARRIED
Unanimous at 2:31 p.m.

10. **Next Meeting Date** Call of the Chair.

11. **Adjournment**

Motion 18:02:10

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

MOTION CARRIED
Unanimous at 2:35 p.m.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

**SUMMER VILLAGE OF WHITE SANDS
BANK RECONCILIATION
As of February 28, 2018**

Net Balance at End of Previous Month	\$ 1,140,587.93
ADD: General Receipts	12,604.95
Interest Earned	1,616.29
Investments Matured	<u>0.00</u>
SUBTOTAL	1,154,809.17
LESS: General Disbursements	8,331.87
Investments	0.00
Returned Cheques	0.00
Bank Charges	<u>17.92</u>
SUBTOTAL	<u>8,349.79</u>
NET BALANCE AT END OF CURRENT MONTH	<u>\$ 1,146,459.38</u>

Balance at End of Month - Bank	1,147,851.10
ADD: Outstanding Deposits	0.00
LESS: Outstanding Cheques	<u>1,391.72</u>
NET BALANCE AT END OF CURRENT MONTH	<u>\$ 1,146,459.38</u>

INVESTMENTS:	0.00
	<u>0.00</u>
SUBTOTAL	<u>0.00</u>
TOTAL CASH ON HAND AND ON DEPOSIT	\$ 1,146,459.38

THIS STATEMENT SUBMITTED TO SUMMER VILLAGE OF WHITE SANDS THIS
1st DAY OF MARCH 2018

MAYOR

CHIEF ADMINISTRATIVE OFFICER

GENERAL RECEIPTS SUMMARY		
Tax	AR	12,123
RV Permits		0
Bldg Permits		462
Holdback		0
GST Refund		0
Other		<u>20</u>
Total		12,605

**SUMMER VILLAGE OF WHITE SANDS
STATEMENT OF REVENUE AND EXPENDITURES
AS OF FEBRUARY 28, 2018**

	YTD Actual	Variance	Annual Budget
Revenue			
General Administration	-	9,866.00	9,866.00
Protective Services	-	950.00	950.00
Roads, Streets, Transportation	-	12,033.00	12,033.00
Planning & Development	481.95	15,718.05	16,200.00
Recreation & Parks	-	-	-
Taxes/Penalties	2,165.37	581,065.63	583,231.00
Other Revenue	1,616.29	2,383.71	4,000.00
	<u>1,616.29</u>	<u>2,383.71</u>	<u>4,000.00</u>
Total Revenue	\$ 4,263.61	\$ 622,016.39	\$ 626,280.00
Expenses			
Council & Legislative	600.00	13,400.00	14,000.00
General Administration	(563.32)	67,863.32	67,300.00
Fire Fighting & Preventive	-	40,000.00	40,000.00
Disaster Services	-	500.00	500.00
Ambulance	-	-	-
Bylaw Enforcement	-	3,000.00	3,000.00
Roads, Streets, Transportation	6,549.46	63,333.54	69,883.00
Water Department	167.82	9,279.18	9,447.00
Garbage Collection & Disposal	513.80	16,870.20	17,384.00
Planning & Development	-	24,500.00	24,500.00
Parks & Recreation	2,544.44	42,355.56	44,900.00
Culture	578.73	7,871.27	8,450.00
Requisitions	-	314,390.00	314,390.00
Contingency	-	12,000.00	12,000.00
	<u>-</u>	<u>12,000.00</u>	<u>12,000.00</u>
Total Expenses	\$ 10,390.93	\$ 615,363.07	\$ 625,754.00
Surplus/Deficit	\$ (6,127.32)	\$ 6,653.32	\$ 526.00

Ranges:	From:	To:	From:	To:
Vendor ID	First	Last	Chequebook ID	First
Vendor Name	First	Last	Cheque Number	5471
Cheque Date	First	Last		5476

Sorted By: Cheque Number

Distribution Types Included:All

Vendor Name	Cheque Number	Cheque Date	Cheque Amount
AAMDC	5471	2018-03-09	\$831.10

Invoice Description		Invoice Number	Invoice Amount

Common Svc-signs and u-channel		1121-50005060	\$831.10

Chapman Riebeek	5472	2018-03-09	\$674.97

Invoice Description		Invoice Number	Invoice Amount

Admin - Jan legal services		2018.02.08	\$674.97

Five Star Ventures Ltd.	5473	2018-03-09	\$84.00

Invoice Description		Invoice Number	Invoice Amount

Landfill - bin dump 02.27.2018		6640	\$31.50
Landfill - Feb bin rental		6771	\$52.50

Paul's Road Maintenance	5474	2018-03-09	\$889.35

Invoice Description		Invoice Number	Invoice Amount

Trans - snow removal		7523	\$889.35

Stettler Home Hardware	5475	2018-03-09	\$162.17

Invoice Description		Invoice Number	Invoice Amount

Trans - Tarps & Hardware		111625	\$156.41
Com Svc - PVC pipe		111626	\$5.76

United Farmers of Alberta	5476	2018-03-09	\$96.33

Invoice Description		Invoice Number	Invoice Amount

Trans - floor dry		304257575	\$33.58
Parks - lumber		304259681	\$62.75

Total Cheques			\$2,737.92
			=====

THIS AGREEMENT made this 1st day of January, A.D. 2018

BETWEEN:

STETTLER REGIONAL FIRE DEPARTMENT
(Operated by the Town and County of Stettler)

(Hereinafter called "the Department")

OF THE FIRST PART

- And -

SUMMER VILLAGE OF WHITE SANDS
(Hereinafter called "the Village")

OF THE SECOND PART

IN THE MATTER OF EMERGENCY SERVICES PROVIDED BY THE DEPARTMENT

WHEREAS the Town and County of Stettler own certain firefighting equipment and apparatus;

AND WHEREAS the Village has requested that the Town and County provide fire services to the Village;

AND WHEREAS the Town and County of Stettler is willing to provide fire services to the Village subject to the terms, conditions and provisions of this agreement;

NOW THEREFORE this Agreement witnesseth that in consideration of the premises, covenants, agreements and mutual obligations herein contained, the parties hereto covenant and agree, each with the other as follows:

The Department agrees to make available to the Village the services of the Stettler Regional Fire Department under the following terms and conditions:

1. When the Department receives a call for assistance within the Village, the Department shall not be required to verify the bona fides of such a call, and the Village will pay the Department all amounts for services rendered regardless of the authenticity of such a call.
2. The Village also acknowledges and agrees that the fire services being provided by the Department are based upon and dependant upon volunteer forces. The Department makes no representations or warranties in regard to the nature or level of fire services which will be available, and the Regional Fire Chief, or his or her designate, retains a general discretion regarding the nature and scope of fire services which can be provided at any given time. However, the Department will endeavour to provide fire services to the Village, within the limits of its abilities, in accordance with the same practices and policies which are applicable with the Town & County of Stettler.
3. The fire services contemplated hereunder and provided by the Department are solely and absolutely at the discretion of the Regional Fire Chief, or his or her designate, and the Fire Chief may, without rendering the Department liable for any claims, penalties, damages or losses whatsoever incurred by the Village or any Third Party, direct any of the following:
 - a. That there be dispatched in response to a call, as many fire vehicles, equipment or apparatus as the Fire Chief or his or her own designate, in their sole discretion deems to be necessary: or

- b. That there be dispatched in response to a call such lesser number of units of fire vehicles, equipment or apparatus as, in the judgment of the Fire Chief, or his or her delegate, is appropriate in the circumstances.
4. It is understood and agreed that the Department shall not be liable for any penalties, damages or losses whatsoever for delay or for failure to respond to any call to a fire or for any breach of this Agreement committed by the Department.
5. The Village covenants and agrees to indemnify the Department against and from all loss, costs, claims or demands, liability, damages and expense in respect of any injury, loss or damage caused by the fire fighting vehicles, the Stettler Regional Fire Department and its members including the personnel provided by the Department while in the course of their duties and the Village agrees to carry liability insurance in respect thereof.
6. If available the Village will maintain and service all fire hydrants, water lines and emergency fire pumps to ensure operability in case of emergency situations. The Village will also ensure that adequate water and water pressure is available for fire service purposes, at no charge to the Department.
7. The Department agrees to provide the Village with at least 48 hours notice of any training exercise requiring the usage of the Village's fire hydrants, or large quantities of water.
8. Any notice, payment or other communication required or permitted to be given or served pursuant to this Agreement shall be in writing and shall be delivered personally or may be mailed by registered mail, postage prepaid, addressed as follows:
 - a. The Stettler Regional Fire Department
P.O. Box 280
Stettler, AB
T0C 2L0
 - b. The Village:
Summer Village of White Sands
P.O. Box 119
Stettler, AB
T0C 2L0
9. The rate for attending an incident other than a vehicle incident/fire in the Village by the Department shall be \$300.00 per unit/per hour which is 49% of the current Alberta Infrastructure fee of \$615.00. All costs incurred if mutual aid from an outside resource is required. The charge for attending an incident in the Village by the Department will commence from the time Department fire fighting vehicles are dispatched from the Fire Station until said fire fighting vehicles are back in service at the Fire Station.
10. The rate for attending a motor vehicle incident/fire in the Village by the Department shall be in accordance with Alberta Infrastructure's fee schedule that is in effect at the time service is provided by the Department to the Village and such fee will be subject to change from time to time to coincide with the applicable Alberta Infrastructure fee schedule. The charge for attending a Vehicle accident to the Village by the Department will commence from the time the Department Emergency vehicles are dispatched from the Fire Station until the said emergency vehicles are back in service at the Fire Station.

11. The Village shall pay the Town of Stettler on behalf of the Department within Sixty-(60) days of an emergency service.
12. The annual rate to maintain Fire Department service to the Village will be calculated on the cost per parcel based on the total number of vacant & or occupied parcels. The cost per parcel rate for 2018 is \$89.76 per parcel. These rates are adjusted annually in January by using Statistics Canada Consumer Price Index (Summary table Alberta - Monthly - All items - effective January to January current year) or 2.0% which ever is greater.

The Village will provide the total # of parcels for the purpose of this agreement. The annual fee is due 30 days after the Village property taxes are due, payable to the Town of Stettler.
13. All revenue will be split 50/50 between the Town and County of Stettler.
14. This agreement is intended to remain in force and effect on an indefinite basis, subject to either parties right to terminate this agreement upon providing the other parties with at least two years written notice of its intention to terminate this agreement. This agreement supersedes any other agreement for fire service fees.

IN WITNESS whereof the parties hereto have affixed their corporate seals under the hands of their proper and duly authorized officers effective the day and year first written above, notwithstanding the actual date or dates of execution.

County of Stettler No. 6

Town of Stettler

Per: _____

Per: _____

Per: _____

Per: _____

Summer Village of White Sands

Per: _____

Per: _____

March 12, 2018

Johan van der Bank
County of Stettler No. 6
PO Box 1270, Stettler, AB T0C 2L0

Dear Mr. van der Bank

RE: Paradise Shores Area Structure Plan Bylaw 1588-18
NE 20-40-2- W4M and PT of NW 21-40-20 W4M (the "Lands")

And
Bylaw 1589-18 Amendment of Land Use Bylaw 1443-10
Rezoning NE 20-40-2- W4M and PT of NW 21-40-20 W4M from Agricultural (A) District to Recreational Facility (RF) District to facilitate the development of a Recreational Vehicle Campground and recreational facility pursuant to the Paradise Shores Area Structure Plan Bylaw 1588-18

Thank you for circulating the Summer Village of White Sands on the above-mentioned Area Structure Plan (Bylaw 1588-18) and bylaw amending the Land Use Bylaw No. 1443-10 (Bylaw 1589-18)

The Lands are located on the south-west boundary of the Summer Village of White Sands and are located within the Buffalo Lake South Shore Intermunicipal Development Plan 2013 (BLSSIDP) area, which was entered into by the Summer Village of Rochon Sands ("Rochon Sands"), the County of Stettler No. 6 (the "County") and the Summer Village of White Sands ("White Sands") (the "BLSSIDP").

White Sands has provided its detailed comments to the County (copy attached) in regard to the above two bylaws. The purpose of this correspondence is to notify the County that White Sands is initiating the Dispute Resolution Process under the IDP.

It is White Sands' opinion that the proposed ASP conflicts with the provisions of the BLSSIDP. For the reasons outlined in its letter (attached), White Sands is of the view that there is a dispute, under the terms of the BLSSIDP, and is seeking to initiate the dispute resolution mechanism under Policy 6.10.3 of the BLSSIDP. The comments provided in the attached letter outline the areas of disagreement. In light of White Sands' triggering the dispute resolution mechanism the County is prohibited from granting approval to the application for Bylaw 1588-18 and 1589-18.

Please advise when your staff is able to meet, so that we can start Stage 1 (Policy 6.10.3.1).

I look forward to meeting with your team at the Municipal Administrative Review level to discuss the aforementioned comments.

Sincerely,

Graham Scott
Chief Administrative Officer
Summer Village of White Sands

March 12, 2018

Johan van der Bank
County of Stettler No. 6
PO Box 1270
Stettler, AB T0C 2L0

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NE 20-40-2- W4M and PT of NW 21-40-20 W4M (the "Lands")

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Thank you for circulating the Summer Village of White Sands on the above mentioned Area Structure Plan (Bylaw 1588-18) and bylaw amending the Land Use Bylaw No. 1443-10 (Bylaw 1589-18)

The Lands are located on the south-west boundary of the Summer Village of White Sands and are located within the Buffalo Lake South Shore Intermunicipal Development Plan 2013 (BLSSIDP) area, which was entered into by the Summer Village of Rochon Sands ("Rochon Sands"), the County of Stettler No. 6 (the "County") and the Summer Village of White Sands ("White Sands") (the "BLSSIDP").

The purpose of this correspondence is to:

1. provide White Sand's position on the proposed Area Structure Plan;
2. identify those aspects of the proposed Area Structure Plan and land use bylaw amendment that White Sands is of the opinion has or may have a detrimental effect on it; and
3. provide further comments in regard to the need for White Sands to see the proposed changes before this proposed ASP is fully processed.

We offer the following comments:

1. White Sands has concerns about the proposed Bylaws 1588-18 and 1589-18 and is of the opinion that they have or may have a detrimental effect on White Sands.
2. The concerns of White Sands are as follows.
 - a. Bylaw 1588-18 and Bylaw 1589-18 have been prepared to permit the landowners of the Lands to develop a Recreational Vehicle Campground and recreational facility on a combined site of approximately 110 acres. The proposed campground is to be operated under a long term rental arrangement. We have been advised that the leases will range from 30-50 years. The developer and the County have taken the position that since the intention is to lease the lands, subdivision is not required. However, the failure to recognize the

need for subdivision has or may have a detrimental effect on White Sands. First, there is ample authority indicating that long term leases require subdivision approval.¹ Further, by failing to consider the development as requiring subdivision, there has been a failure to consider the requirements of the BLSSIDP. This will be examined in further detail below.

- b. The proposed development contemplated by Bylaw 1588-18 and Bylaw 1589-18 includes commercial development including a retail store (groceries, gifts, liquor, potential gas bar, marina (see page 22 of 40) and lodge, water park, (see Figure 4c). However, the plans submitted (Figures 4a, 4b, 4d, 4e, 4f and 4g) contain no information in relation to these commercial uses, nor does the text of the proposed ASP. This absence of information is detrimental to White Sands, as there is no information about the servicing required for these commercial uses so that White Sands cannot assess the commercial development. Further, there is no assessment in the traffic impact assessment of the traffic impact from the commercial uses. This absence of information illustrates that the proposal is premature, and should not proceed until there is sufficient information for the County and White Sands to assess the impact of the commercial uses.
- c. The proposed development is for 1,000 RV campground stalls. The proposal is for the users to utilize the boat launch in White Sands. Such a significant number of users of White Sands' boat launch will create traffic congestion (which has not been assessed by the developer's traffic impact assessment) and will also cause additional wear and tear on the boat launch. White Sands will be required to pay for the increased costs, causing a detrimental effect on it.
- d. Policy 5.1.2 Residential

Policy 5.1.2 provides that where there is a multi-lot subdivision, a "conservation design approach" should be used, which is compatible with surrounding development in architectural character and scale. White Sands is of the view that the proposed development is a multi-lot subdivision² and should be assessed as such, thus requiring the proposed development to provide reserves, and lands for roads, etc.

White Sands recognizes that the Lands are located in the South Shores Growth Node and in the small lot area. However, the density of the proposed development exceeds the maximum densities set out in Policy 5.1.5.2 of the BLSSIDP. The impact of this high density is compounded by the fact that there are no reserves being taken for trailways, parks, etc. Even in the Small Lot Zone, the lots are to be a minimum size of 0.25 acres each (typically 82 feet x 131 feet). The proposed lots are 40 ft x 60 ft (0.05 acres), which is significantly smaller, and therefore more dense than proposed by the BLSSIDP (20 dwelling units per acre, rather than the maximum net density of 2.0 du/acre and maximum gross density of 1.3 du/acre in Policy 5.1.5.2)(in excess of the 0.9 units per gross acre – Policy 5.1.7g). Further, the total number of small lot dwelling units is restricted to 30% of the new dwelling units in the growth node area. The County's limit is 648 and not the 1,000 contemplated.

Policy 5.1.5.3 requires the minimum lot size of resort residential to be 1.0 acres and 0.2 acres for a communally serviced resort residential. The Policy provides that the lots sizes in the BLSSIDP prevail over any land use bylaw. If Bylaw 1589-18 seeks to permit these smaller lot sizes, it is contrary to the BLSSIDP, causing detriment to White Sands.

- e. The BLSSIDP requires a buffer for the depth of one block before increasing the density. Bylaw 1588-18 does not include any buffer adjacent to Buffalo View Estates, contrary to the BLSSIDP. The inclusion of a sound barrier is not a buffer and the existence of a sound barrier is not a suitable replacement.

¹ *Otan Developments Ltd. v. Kuropatwa*, [1978] A.J. No. 568; *Robinson v. Guthrie And Guthrie*, [1984] A.J. No. 981, *Sullivan v. Newsome*, [1987] A.J. No. 438, *Half Moon Lake Resort Ltd. v. Strathcona (County)*, [2001] A.J. No. 220.

² The definition of "dwelling unit" in the IDP means "any residential unit, **recreational unit**,... that is used to shelter and provide overnight accommodation. The use of a dwelling unit may be either permanent or temporary.... A dwelling unit must provide sleeping quarters, sanitary facilities and cooking facilities." The RV units will meet the definition of "dwelling unit".

- f. Given the high density and the lack of municipal reserves (for parks or trails), White Sands believes that the users will come to White Sands to use its amenities. The increased usage by campers from the proposed development may prevent White Sands residents from using the amenities. Further, White Sands will bear the cost of maintenance and repair arising.

- g. Natural Environment and Environmental Considerations – Policy 5.1.6

As a municipality which borders Buffalo Lake, White Sands has a significant interest in ensuring the environment in and around Buffalo Lake is preserved. The proposed ASP does not demonstrate the “conservation design approach” required by the BLSSIDP. There is no analysis of primary and secondary conservation areas. There is no analysis about how the proposed development will not cause an adverse effect on the aquatic environment of the lake. This failure to conserve natural features puts the environment at risk and therefore causes detriment to White Sands, which is a municipality whose residents and visitors enjoy the lake.

The proposed development does not meet the development standards, particular 5.1.9f which may impact the provincially owned Lake ROW, and the lake and environmentally sensitive areas. Since White Sands shares the Lake, a negative impact on the Lake negatively impacts White Sands.

- h. Municipal Reserves and Environmental Reserves – Policy 5.1.7

The proposed development has only a 6 m setback along the Lake. This is not in compliance with Policy 5.1.7.a. The smaller setback along the Lake in the proposed plan area will encourage campers to come to White Sands which has a larger setback. This will decrease the privacy of the residents of White Sands and will cause greater damage to the environmental reserves in White Sands, to the detriment of all users of that reserve.

Further, contrary to Policy 5.1.7d, the proposed ASP shows no walkways, thus forcing people to walk along the roads, increasing safety risks.

- i. Transportation – Policy 5.1.10

White Sands has significant concerns about the traffic impact of the proposed development contemplated by Bylaw 1588-18 and Bylaw 1589-18. Given the high density proposed there will be significant traffic into the proposed development area. There are only limited roads to access the proposed development. Traffic will have to pass White Sands on Range Road 204 and Township Roads 402 and 404. There has been no evaluation in the traffic impact assessment on the volume of traffic which will be passing White Sands. The increased traffic increases the risk of accidents and safety concerns. White Sands also has concerns about whether the road is designed to take the increased volume of traffic.

The BLSSIDP currently recognizes a disconnected road network (Policy 4.7.1.2). White Sands is concerned that adding 1,000 camping units will worsen an already concerning situation. The proposed ASP does not provide details of the upgrades required for the roads to meet the TAC standards (Policy 5.1.10a).

There are no dimensions for the internal roads in the proposed ASP. White Sands has significant concerns about the impact of a fire in the proposed development and the negative impact it would have on persons and property in White Sands. There is no indication that the road network within the proposed development has been reviewed by the Regional Fire Department.

As set out above, White Sands is of the view that the traffic impact assessment has not sufficiently examined the traffic impacts of the proposed development in regard to both passenger vehicles as well as heavy truck traffic produced by the proposed development, causing detriment to White Sands due to the impact of the increased traffic.

Further, contrary to Policy 5.1.10i, White Sands was not consulted in the preparation of construction access road locations and traffic plans and may suffer detriment due to a failure by the developer to address dust suppression or noise control.

j. Water Servicing – Policy 5.1.11

The BLSSIDP requires all multi-lot subdivisions (which White Sands believes is being considered) as well as single lot developments comprised of multiple dwelling units (if not the first, the proposed development is certainly the second) to be serviced by collective water supply and distribution system owned, operated and maintained by a municipality. The proposed ASP suggests the development will have private system, contrary to the terms of the BLSSIDP. The water will be in a cistern, which will need to have water trucked in. There is no indication where the cistern will be located, as it is not shown on the plans and there is no detail about the volume of water, nor of the increased traffic which will negatively affect White Sands.

Contrary to Policy 5.1.11g and i, there is no report from a qualified profession demonstrating that there will be no negative impact on the Lake and no water servicing concept. As set out above, any negative impact on the Lake may cause detriment to White Sands.

There is no indication the proposed development will conserve water, and no plans specifying how that will occur.

Further information is required regarding the water servicing concept; verbal notification has been made regarding the possible connection to the Shirley McLellan Water Commission line.

k. Sanitary Sewer Servicing – Policy 5.1.12

The BLSSIDP requires all multi-lot subdivisions (which White Sands believes is being considered) as well as single lot developments comprised of multiple dwelling units (if not the first, the proposed development is certainly the second) to be serviced by collective wastewater collection and disposal systems owned, operated and maintained by a municipality. The proposed ASP suggests the development will have private system, contrary to the terms of the BLSSIDP. The waste water will be in a holding tank, which will need to be trucked out. There is no indication where the holding tank will be located, as it is not shown on the plans and there is no detail about the volume of waste water, nor of the increased traffic which will negatively affect White Sands.

l. Overland Drainage and Stormwater Management – Policy 5.1.13

The proposed development contains no information at all about storm water management. Given the density of the proposed development and the proximity to White Sands, White Sands is concerned about the detrimental impact of the storm water possibly flowing into White Sands, affecting its residents, or, equally as troubling, flowing into the Lake and causing negative impacts on the Lake, thus causing detriment to White Sands.

m. Solid Waste Management – Policy 5.2.14

The proposed development contains no reference in either the text or the plans for solid waste collection. The absence of solid waste management plan will cause a detriment to White Sands, in the form of truck traffic hauling garbage produced by the development and/or usage of the White Sands solid waste management facility by the development t.

3. White Sands is also concerned at the possible detriment arising from the fact that a proposed area structure plan and land use bylaw amendment that is not consistent with the BLSSIDP as being circulated. As reinforced

by the Municipal Government Board in its report dealing with the City of Grande Prairie's Annexation Application:³

[89] . . . Since neither municipality has initiated the bylaw termination process, the MGB must conclude that the 2010 IDP is still existing. The MGB agrees that an IDP is not just a contract between two municipalities; it is also an enactment made by bylaw under the authority of the legislature and is supported by a growth study and population projections. Therefore, while the 2010 IDP and STAA do not bind the MGB or Minister with regard to annexations, the MGB does give this document considerable weight.

There were considerable negotiations which occurred before the BLSSIDP was passed by White Sands, Rochon Sands and the County. The result of that work was to create certainty for White Sands, Rochon Sands and the County, so that the municipalities, as well as their citizens, would know what the rules governing the lands covered by the BLSSIDP will be. White Sands should be able to rely upon the contract entered between it and the County.

It is White Sands's opinion that the proposed ASP and Land Use Bylaw amendment cause or may cause detriment, contrary to s. 690 of the Municipal Government Act. This notice is being sent to the County before second reading. White Sands hopes that it can work with the County to resolve the issues arising and is prepared to mediate.

I look forward to meeting with your team to discuss the aforementioned comments.

Sincerely,

Graham Scott
Chief Administrative Officer
Summer Village of White Sands

³ Board Order No. MGB 033/15 at para. 89.