

**MINUTES  
SUMMER VILLAGE OF BURNSTICK LAKE  
COUNCIL MEETING  
Aspen Room, Main Floor  
Cochrane Ranchehouse, Cochrane  
December 8<sup>th</sup>, 2009 - 7:00 P.M.**

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**PRESENT:**

Council:

Diane Auld  
Harold Esche  
Irene Dunsmuir

Administration:

Rick Butler, Administrator  
Tara McFadden – Encroachment Policy Coordinator

Residents:

Morris Butler  
Don Stuart  
Barb Stuart  
Bill Post  
Betty Post  
George Dunsmuir  
Dean McKenzie  
Greg Pek  
Elizabeth Menzies

Guests:

Jerry Rasmussen, Project Engineer

**CALL TO ORDER**

Mayor Diane Auld called the regular council meeting to order at 7:05 p.m.

**ADOPTION OF AGENDA**

**Motion** Moved by Councillor Dunsmuir that the Agenda be adopted as revised to allow guests present and leave for their convenience.

**Carried**

## MINUTES

### Minutes to the October 26, 2009 Council Meeting (Attachment #2.3)

**Motion** Moved by Councillor Esche that the Minutes to the October 26, 2009 Regular Council meeting be adopted

**Carried**

## CORRESPONDENCE

**Various letters from the Province** regarding grants and contributions and potential grants and contributions. All these have been covered under various reports in this agenda.

## ADMINISTRATOR'S REPORT

Rick noted the following from his report per attachment #2.5

### **Village Sustainability - Provinces Evolving Perspective**

As dozens of Alberta municipalities struggle to remain financially viable, the Province is devising ways to measure whether a town or village can survive on its own, or whether it should consider dissolution or amalgamation.

Municipal Affairs Minister Ray Danyluk has stated that he is not interested in forcing communities to dissolve or merge. The ministry is concerned that municipalities are able to provide services, are able to manage risk and are able to plan. If municipalities cannot do that, there will be problems. The minister also stressed that municipal collaboration or cost-sharing are ideal alternatives to mergers.

The summer village is taking proactive action on various fronts as the Minister has advised over the last several years:

- **Providing services** - we are managing building safety, managing development with a recently amended land use bylaw, providing capital improvements (roads, drainage, reserve and fire protection)
- **Managing risks** - we have addressed very significant legal, liability and environmental risks with our recent encroachment policy, tree cutting and agreements with shoreline decks and stairways and are working on fire protection and emergency preparedness matters.

- **Planning** - we have recently approved our village's sustainability plan, we have an evolving multi-year capital plan and have been proactive on various other fronts tree cutting, reserve encroachments, etc

## **Environmental Sustainability**

Councillor Irene Dunsmuir attended a recent meeting of the Alberta Summer Villages Association and a number of excellent resources were identified regarding lake stewardship. Councillor Irene wanted these documents brought to residents' attention. All residents have been advised that these multi-page documents have been posted to the Village web site as follows.

- The document ***"Understanding and Protecting Our Lake"*** takes a specific look at a Lake in Alberta and provides it as an example for others - describing how the natural systems are integrated and affect one another.
- The ***"Lake Stewardship Guide"*** document also provides a "How To" manual for good lake stewardship. This document has helped guide the Village's actions over the last several years - actions that have been encouraged by the Province given their priority for sustainability - environmentally, financially and infrastructure wise.
- The **Village's Sustainability Plan (Jan 2009)** is also posted on this same web page. This document is being updated given some of the recent plans for cooperation with Clearwater County on fire and emergency protection.

## **Provincial Land Use Framework**

I attended recent meetings and open houses in Cochrane on Dec 2 respect to the Provincial Land Use Framework and the South Saskatchewan Regional Plan. I believe there are no concerns for summer villages in general or Burnstick Lake in particular. I suggest that this provincial land use planning process is long overdue. Our province's natural assets - including its lakes and other special areas where summer villages play a role - need to be thoughtfully considered in the regional and provincial context as growth and development continues in earnest over the next many decades.

## **Rocky Natural Gas Co-op**

The franchise boundaries have been changed and the Burnstick Lake area is now part of the Rocky Gas Co-op franchise area. Rocky Gas Co-op are currently working on getting a sufficient gas supply to our area, however this will take time, and Manager Craig Cannaday will keep the Village updated. If there are any questions, contact Mr. Cannaday at

(403)-845-2766 or toll free 1-866-845-2766 or by email to [rockygas@telus.net](mailto:rockygas@telus.net).

### **Nomination Day For Council Election is Approaching**

The nomination deadline for the 2010 election of three councillors is the end of June, 2010. If there are more than the required number of nominees, nominees may pull out within 48 hours. Otherwise an election will be held the long weekend of August from **11:00 a.m. to 7:00 p.m.** if necessary

### **Development Permits**

The Village has issued the following number of development permits

**1 so far in 2009**  
**3** in 2008.  
**4** in 2007  
**6** in 2006  
**5** in 2005

### **Propane, Water and Septic Information Check**

Rick provided draft information regarding propane, water and septic information for the 2010 property assessment process.

### **Resignation**

Rick noted his resignation effective immediately, but that he would stay on to support a smooth transition to the new administrator.

## **BYLAWS**

The proposed Land Use Bylaw Amendment 58-09 was presented to Council for first reading (**Attachment #3.1**)

Rick Butler noted that the draft bylaw will allow shoreline decks & stairs to be discretionally allowed on the municipal reserve as laid out under the Council approved and plebiscite endorsed encroachment policy. The attached bylaw was drafted based on our recent experience creating agreements with existing deck and stairway owners and the attached is meant to be consistent with those agreements.

Following are other pertinent points that Rick wished to bring for Council's consideration:

- Like all other decisions of the Development Officer, there is an appeal process provided for in Bylaw 8-93 for residents to appeal any decisions made by the Development Officer to the Village Appeal Board.
- Like any other discretionary developments, residents would require a development permit application fee. Partially refundable fees for decks and stairways should be more than the \$150 for minor renovations and less than the \$1,000 for new construction and major renovations including garages. Administration suggest \$300 as an appropriate fee that would be partially refundable based on costs of processing.

**Motion:**

Moved by Councillor Irene Dunsmuir that Council give the proposed bylaw 58-09 first reading;

That Council sets its public hearing at Feb 2, 2009 before consideration of second and third reading; and

That Council sets, by resolution, a \$300 partially refundable fee for associated development permits for stairs and decks.

**Carried**

**UNFINISHED BUSINESS**

**RESERVE ENCROACHMENT POLICY IMPLEMENTATION (ATTACHMENT #4.1)**

Rick Butler reported the following regarding the Reserve Encroachment Policy Implementation:

**Status of the Policy's Implementation**

It would appear that the encroachment policy has been fully implemented.

- 30 legally surveyed encroachments have been identified for removal and have been removed
- 1 encroachment remains in question and will be resolved with the Village's drainage improvements.

**Two Final Challenges with respect to legally surveyed encroachments**

### **Gravel Pad - 4 Fir Close**

One "debatable" encroachment that was surveyed in the legal survey is gravel that was spread onto village property – cul de sac (4 Fir Close). The owner has also requested documentation stating that he does not have any encroachments.

It was reported that this gravel was legally surveyed as an encroachment and the gravel presents the appearance that it is privately held property - part of the property of the owner who placed the gravel on the reserve. However, the surveyor has agreed to revise its legal survey to not include this as an encroachment as it does meet the normal criteria for same.

It was noted further that this matter should be resolved as part of the drainage improvement project work in 2010-11. This drainage improvement project will likely require that drainage from the north/Burnstick Drive be channeled through this graveled area; and the subject Village property will thus be needed and contoured appropriately by the Village to address the area's drainage issues. Therefore, Rick noted, a letter advising this resident that he has no encroachments is premature until at least this front yard matter is resolved vis-a-vis the drainage project. The Village must ensure its drainage work can proceed unencumbered on its own property duly held for this very reason. In addition, such a letter noting "no encroachments" is premature on a second matter regarding this property. A ruling by the development appeal board was made with regard to this resident's contouring of his side yard to appear to be private whilst it is clearly on municipal reserve. The Appeal Board ruled at the time that this contoured side yard on municipal reserve be flagged as needed by the Village for its walkway that might be in this specific area.

### **Hot Tub - 9 Fir Close**

Rick noted that there was some question as to whether a resident (9 Fir Close) had moved his encroaching hot tub from the reserve at his rear property line on to his property within rear property line setbacks. If the hot tub deck is more than two feet above ground it cannot be called a deck or patio and thus a two (2) foot rear yard setback would apply.

Upon review of the situation in the field and further look at pictures, the Development Officer/Rick Butler has approved the hot tub as

is/where is based on the fact that the Tub is at ground level from the reserve view point/perspective.

Rick noted that both the above decisions have been made by him as Development Officer as at December 8th and are subject to appeal by anyone who feels affected by this decision.

## **Other Issues**

### **Movable and Un-surveyed Encroachments**

Encroachments that were not identified on the survey are still in place (i.e. tables, chairs, abandoned docks). Admin requests Council direction on how the Village should proceed with this issue.

Discussion: The policy suggested "zero tolerance" for private encroachments on reserve land going forward. This was meant for consistency of policy and fairness to those with legally surveyed fixed encroachments. Removable and movable fixtures should not be considered encroachments as they can be removed immediately

### **Mowing of Reserve**

One resident (11 Balsam) mows the reserve with his property making his property appear to be part of the reserve or the reserve part of his property. This resident has argued that this is a good fire smart practise. It is administration's belief that un-mowed green grass seems an unlikely fire hazard; and if it is the Village would arrange for its reserve to be trimmed.

Another resident (4 Fir Close) as discussed in #2 above, cut the grass on the reserve adjacent to his yard once or twice per year, thus leaving a different height of grass between the reserve and the resident's yard and a visible line between private/public lands.

Although this is starting to appear rather "picky" and "petty", precedence is an issue and the 2008 plebiscite was clear as are our Village bylaws - i.e. no private encroachments onto reserve. **Therefore it would be consistent with that plebiscite and our bylaws to declare that no mowing should be allowed on the municipal reserve unless it is determined necessary, by the Village, for fire prevention reasons.**

## **AGREEMENTS WITH SHORELINE DECKS AND STAIRWAYS (ATTACHMENT #4.2)**

**The following was reported by Rick and Tara McFadden with respect to the status of Agreements with Owners of Existing Shoreline Decks and Stairways**

### **Status Update**

- 24 agreements were sent out for consideration by shoreline decks and stairways;
  - 17 agreements were returned with resident signatures;
  - 3 residents have indicated they will not participate; and
  - 4 agreements remains outstanding
- Of the 3 not participating;
  - 1 resident is selling their property and has chosen to leave the decision to any new homeowner
  - 2 resident have opted to not participate and have indicated that they will remove their shoreline encroachments.
- Of the 4 outstanding agreements;
  - 3 - we await the residents acceptance of the Village's final explanation of the terms for signing
  - 1 resident indicates the agreement is in the mail

In addition to the above

- 1 deck appears to be abandoned - a resident has indicated that they will take responsibility for it's removal if they can build on that site - pending council approval
- 2 encroachments had longstanding agreements in place with the Village; and these agreements were used as the template for new agreements
- 2 decks were removed (Note: intention is to replace one or both on the previous site - waiting on council policy to proceed)
- 2 un-surveyed decks have been identified on the west end of the village shore line – ownership has been confirmed and have been brought into the process
- 1 deck was built over the summer – ownership has been confirmed and this has been brought into the process

### **Challenges - Where further discussion with Council is required**

- One (1) owner has indicated that they are selling their property and have no intention of entering into the agreement.



Discussion: The Village cannot force an agreement on anyone; but must manage its risks and liability. Therefore the Village needs to secure some form of quit claim of liability and otherwise ensure the current owner and new owner saves the Village harmless or ultimately enters into an agreement. If purchasers perform normal due diligence before purchasing the property, this matter of liability would normally be addressed. Alternatively, the Village can assume ownership of the property upon sale of the residence and proceed as it might similar to other residents who do not wish to participate.

- Some owners were concerned with the insurance requirements.

Discussion: The Village had little choice from a risk management and liability perspective; and incremental costs of insurance are reported by several insurance companies as nominal. The SVBL is covered for public liability under its insurance policy; but its insurance company requires that any non-village owned properties have some form of liability insurance in favour of the SVBL.

- Some owners were concerned with the requirement to maintain property to village standards when these standards have not yet been set by Council.

Discussion: Decks and stairways are approved "as is" (within reason). However, go forward maintenance will be required. The operative word to be applied here is "reasonable" standards to be set by the Village. In addition, all decisions of Council and the Development Officer are subject to appeal to the Development Appeal Board of residents/peers.

Regardless of the above clarification, we have added the following wording to a few agreements:

The Owner shall perform and be responsible for payment of all costs of any construction that is necessary to construct the deck to a standard of construction having a regard for reasonable construction practices, safety standards and aesthetics, acceptable to the Municipality and other permitting authorities

- "Clause 3" of the "Covenants" was a problem in that insurance companies would not name the Summer Village as an "additional named insured" .

Discussion: This was accommodated by a rider that would address the Village's concerns regarding possible liability.

- The following underlined clause was causing concern to at least three residents:

*i.e. The Agreement shall be for the benefit of and shall be binding upon the Owner and the Owner's heirs, executors, administrators, successors and assigns and the Municipality and its successors and assigns and the covenants of the Owner shall run with the lands. It shall be the responsibility of the current Owner of the Lands to advise any future Owners of the lands of this Agreement and provide written confirmation thereof to the Municipality.*

Discussion: A few residents have suggested that the municipality cannot hold heirs, etc responsible. This is standard language in encroachment agreements between residents and other municipalities in Alberta; and is part of the two agreements that were entered into several years ago. This language needs to stay as is.

- The following underlined clause caused concern to a few residents:

*i.e. The Agreement shall be for the benefit of and shall be binding upon the Owner and the Owner's heirs, executors, administrators, successors and assigns and the Municipality and its successors and assigns and the covenants of the Owner shall run with the lands. It shall be the responsibility of the current Owner of the Lands to advise any future Owners of the lands of this Agreement and provide written confirmation thereof to the Municipality.*

Discussion: We struck the underlined clause pertaining to new owners from four agreements via addendum; and the Village will take responsibility in these instances where residents do not wish to take that responsibility.

- In item (e), line 4: what is the definition of a **lawful user** and who defines that and decides who is a lawful user (three residents)?

Discussion: This is standard language - reasonableness must prevail. For example, thieves or vandals may be unlawful.

- One resident does not see the necessity for the clause re amounts payable by owner going to the tax recovery process

*i.e. Any amounts payable by the Owner to or on behalf of the Municipality under the terms of this Agreement shall be a charge upon the lands of the Owner in favour of the Municipality as an encumbrance under the Land Titles Act.*

Discussion: This is standard language for all municipalities and needs to be in agreements.

- One new deck has been built; a second has been torn down and owners wish to replace it; and there is a request from a third owner to build a whole new deck.

Discussion: The one newly built deck has been brought into the current process of agreement-making. The others should await Council approved policy.

- One (1) Deck has been abandoned and someone has offered to pull it out provided they get dibs on it.

Discussion: This should await Council approval of *shoreline policy - land use* amendments going forward.

- Two (2) un-surveyed decks were identified at the far west end shoreline of the village.

Discussion: Deck ownership for both has been established and residents brought into the process.

- One (1) new deck has been added over the summer

Discussion: Deck ownership has been established and the resident has been brought into the process.

- Decks and stairs that remain outside of the agreement process

Discussion: Where decks and stairs remain outside of the agreement process, it is suggested that the village take ownership and responsibility

of the property and at a later date auction them off. Funds collected could be directed to other village purposes.

**Next Steps** were identified as follows:

- Complete the finalization of all agreements with owners upon Council receiving and approving this report at its December 8th Council Meeting.
- Continue to acquire insurance documentation from property owners with a proposed deadline of Feb 1, 2010 to receive, or other direction from council for a timeline.
- Bring the two (2) un-surveyed decks and one (1) new deck into the process – proposed deadline of Feb 1, 2010 to receive agreement and insurance, or other direction from council for a timeline.
- Administration would request that residents removing deck encroachments be given until June 30, 2010 to remove, or other direction from council for a timeline, unless council gives other direction for assuming ownership.
- The abandoned one (1) deck and one (1) dock be removed by June 30, 2010. Some discussion that residents will remove and burn them over the winter as part of winter activities. Administration would request direction on this.
- A copy of the signed agreements returned to relevant residents.
- **Where owners or future owners do not wish to participate within the agreements provided by the Village (even though further accommodations and concessions were made on the part of the Village and even though all terms are within the encroachment policy, within the community plebiscite and within provincial laws), the Village should take over ownership of the respective decks and stairways and either:**
  - **dispose of them through a call for offers from other residents, or**
  - **physically dispose of them.**

**Motion:**

Moved by Councillor Irene Dunsmuir that the following action be taken

**TARA ?????**

Carried

### **CAPITAL PLANNING UPDATE (ATTACHMENT #4.3)**

Chair of the Capital Planning Committee noted the following regarding the Roads & Drainage Project: This has been the primary focus of the Capital Planning Committee. Residents made a number of comments and suggestions at the October Council meeting. These were brought into the next draft of the plan and discussed. The Plan aims to do the following: a) provide major road and drainage improvements along Burnstick Drive; and b) provide road improvements and drainage improvements to **Fir, Balsam and Spruce**. The objective is still to at least begin construction of the project in September / October 2010.

Rick noted that the Village proposed to Shell that using or piggy-backing on Shell's alarm infrastructure might save effort, money and gain efficiency. Shell is interested in pursuing the Village's preliminary requests such as:

- the "Shell Emergency alarm" providing a different sound for local or non-Shell emergencies.
- the Village might have its own alarm along side Shell's; or
- seeing as Shell is in this emergency business, they might have other ideas that might work for Shell and the Village.
- There has also been suggestions that the Village have portable alarms at each cul-de-sac that would alert the community to follow some kind of predetermined protocol.

**Rick noted that a meeting of the Committee proved difficult other than the December 8th Council meeting which would have been inappropriate for the exploratory alarm discussion. Next Steps: Committee or committee members meet with Shell to discuss possibilities in the new year.**

### **Fire Protection & Emergency SECOND PRIORITY - SECOND VILLAGE EXIT**

Rick noted that the Committee had suggested that the access road should be: a) accessible for all vehicles, b) summer use, c) emergency use only (i.e. gated)

#### **Next Steps**

- **Need to discuss internally the vision for the road.** It is unlikely that Clearwater County will approve a seasonal and private/gated emergency road only and it will likely need to be built to a County

standard for them to approve; unless we can convince them to approve a road disposition contrary to their policies and standards.

- **Then** meet with Clearwater County to discuss approval of road disposition, roadway access and likely operation and maintenance of the road.
- Research funding options both capital and operating. Capital funding is committed through to 2011 and minimal operating dollars would be available.
- Research process to reach an agreement with Taqa North to access their lease road

### **Overall Village entrance/directional/address signs**

#### **Next steps:**

- We will be working on renewal, refreshing or replication of the Village entrance and directional signage. The existing entrance sign has been discussed with Bill Post who has given his approval of whatever the committee comes up with.
- Rick has confirmed with Clearwater County that they will accept a less intrusive uniform signage plan (than that of the County) that would mean smaller size and softer colours (brown or green) with each cul-de-sac being signed with the name of the Cul-de-sac; along with a sign with the house number only at each individual residence gateway. Dean to provide a plan.

### **Low Priority - Dry Wells for first response fire protection**

Rick will continue to work with Clearwater County re water pumps/dry wells planning including County-supplied engineered drawings for these as part of the Village's first response and a broader County plan to have these wells in strategic areas of the County. This has taken a lesser priority given the Committee's other noted priorities above.

### **UPDATE EMERGENCY PREPARATION**

Rick noted that a recent grant was announced for emergency preparation and that administration would pursue this (Tara I suggest you move forward on this after I have passed off documents /forms to you)

### **CELL PHONE TOWER (COUNCILLOR ESCHE)**

Councillor Esche noted that little progress is possible here and that this matter should now be considered closed until a cell phone carrier deems it feasible from a business perspective.

## **NEW BUSINESS**

### **Assessment Notices (Attachment # 5.1)**

Rick noted that the October 6, 2009 Council Meeting heard from Rodney Vikse regarding the Villages annual assessment process. His report noted the following:

- The Village had never had an appeal of any assessments in recent history so the 2009 appeals were a bit of a "blip"
- The Village had recently had an audit of their assessment process which took a lot of Rick Butler's and Rodney's time. The audit showed all very much in order for the Village as Rick had reported to a recent Council meeting.
- The recent assessment appeals that were all accepted were from properties with major residential properties as opposed to smaller cabins. This is because the assessment may have overvalued property improvements over land values.
- The bottom line is that this blip in the assessment still leaves the assessment process's integrity whole and adjustments made next year will ensure continued fairness and equity across all properties.
- Council has the discretion to provide for a single assessment on its notice as opposed to split assessments between land and improvement values. It was suggested by Councillor Esche that Council might wish to consider this.

Rick further noted that:

- A single combined land and improvements assessment would create easier understanding of the whole property value and potentially less confusion and costly assessment appeals
- The only cost will be programming changes which is a Butler & Associates Ltd cost not that of SVBL

**Council determined that for reasons of transparency the assessment notices should continue to provide for a double assessment value on its notice's of Assessment i.e. split assessment values between land and improvement values. This is opposed to the option of a single reported assessments value combining land and improvement values.**

### **Alberta Permit Pro - SVBL Agreement (Attachment # 5.2)**

Rick noted that the Summer Village of Burnstick Lake was recently audited for its public safety codes and permits management. A report of this audit will be forthcoming soon. Here are some of the observations made:

- The SVBL+ AB Permit Pro contract signed and executed in July 2003 (by previous administration) should be revised from a "no term" contract to a five (5) year term contract. The attached contract represents these changes and is provided for Council's approval. This will foster regular review and better communications and accountability between the Summer Village and AB Permit Pro.
- There was also some discrepancy in Alberta Permit Pro's data and reports that did reconcile to the Village's records. AB Permit Pro's erroneously issued an electrical permit (E-026002-E) to an owner outside the Summer Village. Alberta Permit Pro have advised me that this permit was, in fact, issued in error **by AB Permit Pro** and they have thus cancelled it from our file and it is filed where it belongs - in Clearwater County.

Council determined that the proposed SVBL/AB Permit Pro contract providing for a term contract of five (5) years be considered only after a further assessment by administration of the alternatives. TARA

### TREE CUTTING APPROVAL (ATTACHMENT # 5.3)

Rick reported that Alfred Schmautz has been contracted to do the work as he had estimated in his quote to Council and that Alfred will work with residents as he did last time in order to try to reduce costs in the field. Rick noted in his report that we know from our past dealings with Alfred, that he provides good value for money and the Village needs to proceed with these matters expeditiously. This is a public safety concern and we should proceed with efficiency.

Rick's report noted that where funds for this work are not available from surpluses within our current budget, the Village can fund the cost from reserves designed for these very purposes. Rick noted that he will also be working with the province to determine if we can mitigate some of these costs with committed provincial funding for our reserve sustainability project.

#### Cost Estimate:

87 trees in total.

54 pine and spruce @ 30.00	= 1,620.00
16 Poplar @80,00	1,280.00
17 fallen trees @ 10.00	170.00
Total	3,070.00
	GST 153.50
	Total 3,223.50

All trees will be bucked, limbed, and cut in 14" lengths and piled in piles so that every-one can help themselves to the piles of logs and branches.



## **Motion**

**Councilor Dunsmuir moved** that the received cost estimate from Alfred Schmautz be approved and that funds be allocated from any surpluses within the current 2009 budget, provincial funding or if/as required from Village reserves and accumulated surpluses.

## **Date of Next Council Meeting**

It was agreed that the next Council meeting will be set at Feb 2010

## **ADJOURNMENT**

The meeting adjourned at 9:25 p.m.

Certified correct and adopted:

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Mayor

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Administrator