



September 12, 2017

## **Recusal Information Package**

Submission to: Parkland County Council

From: Greg Zederayko, Parkland County resident

Re: Bylaw 2017-19 - Amending Land Use Bylaw 20-2009 (Outdoor Participant Recreation Services and Outdoor Shooting Ranges)

### Enclosed:

1. Statement of Claim – Darren DeGeer and Natasha DeGeer
2. Settlement Agreement – Darren DeGeer and Natasha DeGeer
3. Emails – Mayor Rod Shaigec and a member of the public
4. Emails – Spruce Grove Gun Club and Parkland County Administration
5. Letter to Arlan Delisle from SGGC Legal Counsel Janice Agrios
6. Emails – Arlan Delisle and SGGC Legal Counsel Don Wilson
7. Statement of Claim – Spruce Grove Gun Club





COURT FILE NUMBER 1403 - 17758  
 COURT COURT OF QUEEN'S BENCH OF ALBERTA  
 JUDICIAL CENTRE EDMONTON  
 PLAINTIFFS DARREN DEGEER and NATASHA DEGEER  
 DEFENDANTS SPRUCE GROVE GUN CLUB, SURREY VIEW FARMS LTD. and PARKLAND COUNTY  
 DOCUMENT STATEMENT OF CLAIM

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
 Darren DeGeer and Natasha DeGeer by their solicitors  
 Emery Jamieson LLP  
 1700, 10235 - 101 Street  
 Edmonton, AB T5J 3G2  
 Telephone: 780.426.5220  
 Facsimile: 780.420.6277  
 Attention: James R. Vaage  
 File: 30394.0001 JRV

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**NOTICE TO DEFENDANT(S)**

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

The parties and the lands affected

- The Plaintiffs are residents of Alberta and are registered as owners of the following parcel of land:

PLAN 1021234  
 BLOCK 4  
 LOT 4  
 EXCEPTING THEREOUT ALL MINES AND MINERALS  
 AREA: 0.886 HECTARES (2.19 ACRES) MORE OR LESS

(the "Degeer Residence")

2. The Defendant Spruce Grove Gun Club (the "Gun Club") is a society formed under the laws of Alberta and carries on its business and activities on the following parcel of land:

MERIDIAN 4 RANGE 27 TOWNSHIP 53  
SECTION 28  
QUARTER NORTH EAST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

(the "Gun Club Land")

3. The Degeer Residence and the Gun Club Land are both in Parkland County. The Degeer Residence is in a country residential subdivision known as "Poplar Ridge Estates" and is approximately 1.83 kilometers or 1.14 miles north of the Gun Club Land.
4. The Defendant Surrey View Farms Ltd. ("Surrey View") is a corporation formed under the laws of Alberta and is registered as owner of the Gun Club Land.
5. The Defendant Parkland County (the "County") is a municipality within the meaning of the *Municipal Government Act* and a corporation by virtue of section 4 of that statute.

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The safety and noise problems created by the Gun Club operations

6. The business and activities of the Gun Club consist primarily of ownership and operation of a gun club and firearm shooting facilities for recreational and commercial use. The Gun Club's facilities include two outdoor shooting ranges designed for discharging rifles (the "Rifle Ranges") which are actually used by its members, guests and customers for that activity. The Gun Club's facilities also include outdoor shooting ranges designed for discharging shotguns and pistols which are actually used by its members, guests and customers for those activities.
7. The Rifle Ranges were constructed such that users aim and discharge their rifles in a northerly direction, that is, towards Poplar Ridge Estates.
8. From time to time, bullets from firearms discharged on the Gun Club Land exit that parcel and travel to and land at or on parcels of land adjacent to or in the vicinity of the Gun Club Land and, in particular, bullets from rifles discharged on one or both of the Rifle Ranges from time to time exit the Gun Club Land and travel to and land at or on parcels of land to the north of the Gun Club Land, including Poplar Ridge Estates and areas adjacent to Poplar Ridge Estates (the "Safety Issue").

9. The discharge of firearms on the Gun Club Land persistently creates loud noises that can be heard from parcels of land adjacent to or in the vicinity of the Gun Club Land, including Poplar Ridge Estates (the "Noise Issue").

#### The chronology of relevant events

10. Surrey View became owner of the Gun Club Land on July 28, 1971.
11. The Gun Club began its operations on the Gun Club Land during 1972 or 1973.
12. From about 1986 to 2004, the Gun Club operated its business and activities without having a valid development permit or business licence from the County.
13. During April of 2004 the County wrote to Surrey View and stated "if the gun club is operating it appears to be in operation without permits in order." The County wrote that letter due to a complaint it had received regarding noise from the Gun Club Land.
14. On July 13, 2004 the County issued a development permit to the Gun Club for the operation of its gun club and related developments on the Gun Club Land, which permit was expressed to be valid for five years. In doing so, the County imposed a minor change to the Sunday hours of operation of the gun club but undertook no examination of and gave no consideration to the danger or risk of bullets exiting the Gun Club Land.
15. The County also approved the development of the subdivision known as Poplar Ridge Estates without examining or considering the danger or risk of bullets exiting the Gun Club.
16. On June 17, 2009 the County issued a development permit to the Gun Club for the operation of its gun club and related developments on the Gun Club Land, which permit was expressed to be valid for five years. In doing so, the County undertook no examination of and gave no consideration to the danger or risk of bullets exiting the Gun Club Land.
17. During 2010, the County received 6 or more written objections from residents of Parkland County to the operation of the shooting ranges on the Gun Club Land. During 2010, one or more complaints were made to the County by residents of Parkland County concerning the noise created by the discharge of firearms on the Gun Club Land.
18. During 2011, the County learned that the Rifles Ranges had been ordered closed by federal officials due to safety concerns. During 2011, the County received one or more expressions of concern from residents of Parkland County regarding their property being designated as part of a "safety zone" in relation to the Gun Club and the Gun Club Land.

19. During September of 2012, the Plaintiffs contracted to purchase the DeGeer Residence and became registered as owners on October 30, 2012. The Plaintiffs were not then aware of the Gun Club and its activities and operations on the Gun Club Land.
20. Shortly after October 30, 2012, the County sent to the Plaintiffs a booklet titled "Welcome to Parkland County." That booklet contained a letter from the mayor of the County extolling the virtues and benefits of living in Parkland County and made the following representations to the Plaintiffs in respect of living in and governance of Parkland County (the "Initial Representations"):
  - a. That living in Parkland County offered peaceful rural living;
  - b. That the County's Council was focused on ensuring residents are deeply satisfied with their quality of life;
  - c. That the County was committed to providing a safe environment to live in;
  - d. That land use regulations were in place to ensure residents are protected and able to enjoy a good quality of life.
21. The said booklet described to the Plaintiffs numerous private and public recreational and outdoor activities available or carried on in Parkland County but failed to mention the activities and operations of the Gun Club.
22. On or about March 24, 2013, the Plaintiffs discovered a bullet which had struck and was embedded in the south facing exterior wall of the house on the Degeer Residence. The said bullet had been recently discharged from a rifle and was of a type commonly used for shooting at one or both of the Rifle Ranges.
23. On or about March 25, 2013, the Plaintiffs informed the County of their discovery of the bullet embedded in the exterior wall of their house. On that date and subsequently, the Plaintiffs expressed their concerns to the County regarding the danger and risk of bullets exiting the Gun Club Land.
24. During early April of 2013, a County councillor acknowledged in internal communications that there had been "an outpouring of complaints around the gun club safety concerns that have taken place over many years" and the mayor of the County acknowledged in a letter to the Chief Firearms Officer that "the discharge of long guns at the Spruce Grove Gun Club" was "a serious public safety matter".
25. On or about April 26, 2013, one or both of the Mayor of the County and the Director of Planning and Development for the County advised the Plaintiffs and other residents of Parkland County that the County was unable to immediately stop the Gun Club from operating on the Gun Club

Land. On the same date, one or both of the Mayor of the County and the Director of Planning and Development for the County represented to the Plaintiffs and other residents of Parkland County that the County would not renew the Gun Club's development permit when it expired the following June (the "Specific Representation").

26. During 2012 and 2013, the Plaintiffs made certain improvements to the Degeer Residence including improvements to the house located on the Degeer Residence. On or about June 10, 2013 and after substantially completing those improvements, the Plaintiffs and their four children moved into the said house and began actual occupation of the Degeer Residence.
27. Notwithstanding the Specific Representation, on June 16, 2014 the County issued a development permit to the Gun Club for the operation of its gun range on the Gun Club Land, which permit was stated to be valid for three years. In doing so, the County undertook no examination or an inadequate examination of the Safety Issue and the Noise Issue and imposed inadequate conditions on the Gun Club to eliminate the Safety Issue and the Noise Issue.
28. The Plaintiffs and other residents of Parkland County exercised their right to appeal the issuance of the said development permit to the County's Subdivision and Development Appeal Board (the "SDAB"). The decision of the SDAB, issued August 5, 2014, modified the conditions imposed by the County by, inter alia, stating the development permit would remain in effect until November 9, 2015. The modified conditions do not eliminate the Safety Issue and the Noise Issue.
29. The Gun Club continues to operate its business and activities on the Gun Club Land.
30. The Plaintiffs have taken steps to sell the Degeer Residence but due to the notoriety of the Safety Issue and the Noise Issue, the Degeer Residence is not marketable.

#### Liability of the Gun Club

31. The Gun Club owed a duty to the Plaintiffs to operate its business and activities on the Gun Club Land in a manner that would eliminate the Safety Issue. The Gun Club has breached that duty.
32. Further or in the alternative, the Gun Club's operation of its business and activities gives rise to the Safety Issue and the Noise Issue and constitutes a nuisance, that is, an unreasonable interference with the Plaintiffs' use and enjoyment of the Degeer Residence.
33. Further or in the alternative, the Gun Club's operation of its business and activities is a non-natural use of the Gun Club Land and creates danger to the Plaintiffs and their property in the form of the Safety Issue. The Plaintiffs plead and rely on the rule in *Rylands v. Fletcher*.

#### Liability of Surrey View

34. Surrey View owed a duty to the Plaintiffs to ensure that any and all activities on the Gun Club Land would be conducted in a manner that would eliminate the Safety Issue. Surrey View has breached that duty.
35. Further or in the alternative, Surrey View knew of and permitted the Gun Club to operate its business and activities on the Gun Club Land in a manner giving rise to the Safety Issue and the Noise Issue and is equally or vicariously liable to the Plaintiffs in respect of the nuisance created by the Gun Club.
36. Further or in the alternative, Surrey View knew of and permitted the non-natural use of the Gun Club Land by the Gun Club and is equally or vicariously liable to the Plaintiffs in respect of the danger created by the operation of the business and activities of the Gun Club on the Gun Club Land.

#### Liability of the County

37. The County has a statutory duty to ensure that any and all activities on the Gun Club Land would be conducted in a manner that would eliminate the Safety Issue, or if that could not be done, to not permit any activities on the Gun Club Land that would give rise to the Safety Issue. The County has breached that duty. The Plaintiffs plead and rely on section 3(c) of the *Municipal Government Act*.
38. Further or in the alternative, the County owed a duty to the Plaintiffs to ensure that any and all activities on the Gun Club Land would be conducted in a manner that would eliminate the Safety Issue, or if that could not be done, to not permit any activities on the Gun Club Land that would give rise to the Safety Issue. The County has breached that duty.
39. Further or in the alternative, the County made the Initial Representations and the Specific Representation carelessly or negligently and at a time it knew or should have known they were and would continue to be untrue. The Plaintiffs relied on the Initial Representations and the Specific Representation in expending money on the completion of improvements to the Degeer Residence and in moving into and actually occupying the house on the Degeer Residence and in delaying in efforts to sell the Degeer Residence.



Loss and damage of the Plaintiffs

40. The Plaintiffs would not have contracted to purchase the Degeer Residence, completed that purchase and expended money on improvements to the Degeer Residence if they had known about the Safety Issue and the Noise Issue.
41. The Plaintiffs would not have moved into actual occupation of the Degeer Residence if they had known that the Initial Representations and the Specific Representation were untrue.
42. As a direct and foreseeable result of the acts and omissions of the Defendants, the Plaintiffs have suffered loss and damage, including but not limited to the following:
  - a. Loss of use and enjoyment of the Degeer Residence;
  - b. Diminution in value of the Degeer Residence;
  - c. Legal expense in connection with the appeal to the SDAB; and
  - d. Such further and other loss and damage as may be proven at the trial of this action.

Relief Requested

43. The Plaintiffs seek the following relief:
  - a. A temporary and a permanent injunction preventing the discharge of firearms at the Gun Club Land or, alternatively, the Rifle Ranges;
  - b. A judgment for damages for \$950,000;
  - c. A judgment for special damages of \$50,000;
  - d. An order for pre-judgment interest; and
  - e. An order for costs of this action.

**NOTICE TO THE DEFENDANT(S)**

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Calgary, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff's(s') address for service.

**WARNING**

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff(s) against you.

THIS SETTLEMENT AGREEMENT made in duplicate by and between the parties hereto on the 18<sup>th</sup> day of November, 2016.

BETWEEN:

DARREN DeGEER and NATASHA DeGEER

(hereinafter referred to as the "Plaintiffs")

- and -

PARKLAND COUNTY

(hereinafter referred to as the "Settlor")

**WHEREAS:**

- (a) The Plaintiffs have claimed losses, damages and expenses as a result of the nuisance caused by a gun club and fire arm shooting facility operated by the Spruce Grove Gun Club in the vicinity of the Plaintiffs' residence between 2012-2015 (the "Nuisance").
- (b) The Plaintiffs commenced proceedings in the Court of Queen's Bench of Alberta, Judicial District of Edmonton, Action No. 1403 17758 (the "Action"), seeking an injunction, damages, taxable costs and prejudgment interest arising from the Nuisance, as against the Spruce Grove Gun Club and Surrey View Farms Ltd. (the "Non-Settling Defendants") and the Settlor.
- (c) The Plaintiffs and the Settlor desire to resolve among themselves all claims or possible claims between them, including all claims advanced directly or indirectly against the Settlor in the Action, all claims for pre-judgment interest and costs against the Settlor in the Action, and all claims arising directly or indirectly against the Settlor from the Nuisance;
- (d) The Settlor wishes to limit its liability in relation to any losses or damages sustained by the Plaintiffs and otherwise in relation to the Action;
- (e) It is the desire of the Plaintiffs to end the Action insofar as it relates to the Settlor and the parties hereto have agreed to a settlement of the Action as between them;
- (f) The Plaintiffs desire to preserve any claims which they may have as against the Non-Settling Defendants in the Action and it is the intent of the Plaintiffs to continue the Action against the Non-Settling Defendants on the basis that it is seeking recovery only for the amount of any damages related to the several liability of the Non-Settling Defendants, plus taxable Court costs and pre-judgment interest;

- (g) The Settlor has offered to pay the sum of [REDACTED], all inclusive, in exchange for the Plaintiffs' covenant and agreement to not pursue the Action against the Settlor;
- (h) The Plaintiffs have agreed to accept the sum of [REDACTED] all-inclusive in full and final settlement of the claim they have against the Settlor in relation to the Action;

**NOW THEREFORE** and in consideration of the sum of [REDACTED] all inclusive, now paid by the Settlor to the Plaintiffs, in care of the solicitor for the Plaintiffs, Emery Jamieson LLP (the receipt and sufficiency of which is hereby acknowledged by the Plaintiffs), the Plaintiffs and the Settlor agree as follows:


1. The all inclusive sum of [REDACTED] (the "Settlement Funds") shall be paid on behalf of the Settlor to the Plaintiffs in the care of the solicitors for the Plaintiffs, Emery Jamieson LLP;
2. No portion of the Settlement Funds shall be disbursed by Emery Jamieson LLP until they have filed a Partial Discontinuance of Claim, on a without costs basis, against the Settlor in the Action and an executed copy of this Agreement has been delivered to Brownlee LLP, on behalf of the Settlor;
3. Notwithstanding any other terms of this Agreement, it is the intent of the parties hereto that the Settlor shall not be liable to make any payments whatsoever to the Plaintiffs or to the Non-Settling Defendants in respect of the Action other than the payment described in Paragraph 1 herein;
4. The Plaintiffs do for themselves, their respective heirs, insurers, executors, administrators, successors and assigns, hereby remise, release and forever discharge the Settlor and its respective insurers, administrators, officers, directors, employees, and successors of and from any and all manner of action and actions, cause and causes of actions, suits, debts, sums of money, dues, expenses, general damages, special damages, costs, claims, and demands of any and every kind whatsoever, at law or in equity or under any statute, which it ever had, now has, or which it or its respective heirs, insurers, executors, administrators, successors or assigns hereafter can, shall or may have against the Settlor and its respective insurers, administrators, officers, directors, employees, or successors for and by reason of any claim for damages, losses, expenses, interest, or costs arising directly or indirectly from the Nuisance and with respect to any and all matters arising directly or indirectly out of the matters referred to in the pleadings in the Action;
5. The Plaintiffs hereby acknowledge satisfaction in full of that portion of its total damages, losses, expenses, and claims arising, directly or indirectly, from the Nuisance for which the Settlor may be found liable;
6. The Plaintiffs shall, prior to or at the commencement of the trial of the Action, seek to amend their Statement of Claim to limit their claims in the Action to the liability

or potential liability of the Non-Settling Defendants, including their claim for injunctive relief;


7. The Plaintiffs shall be entitled to continue to proceed with the Action as against the Non-Settling Defendants. However, the Plaintiffs shall not under any circumstances seek to recover, directly or indirectly, from the Non-Settling Defendants any more than the Non-Settling Defendants' portion of the Plaintiffs' total damages, losses and expenses based upon the share of liability of the Non-Settling Defendants as found by the Court or agreed upon between the Plaintiffs and the Non-Settling Defendants. In effect, the Non-Settling Defendants shall not be exposed to joint and several liability with respect to any portion of the damages, losses, and expenses for which the Settlor may be found liable. The Plaintiffs will limit any recovery against the Non-Settling Defendants to the portion of damages (either found by the Court, or agreed upon between the Plaintiffs and the Non-Settling Defendants) which relates to the several liability of the Non-Settling Defendants;
8. The Plaintiffs shall disclose the existence of this Agreement to the Non-Settling Defendants on completion of the obligations set out in Paragraph 2 of this Agreement and to the Trial Judge prior to commencement of any trial of the Action but, unless ordered by the Court to do so, or as may otherwise be required by law or by consent of the Settlor, the parties hereto shall not disclose to the Court, to the Non-Settling Defendants, or to any other party or representative of that party or of the Non-Settling Defendants, the amount of the Settlement Funds that have been paid by the Settlor;
9. This Agreement is made without prejudice to the Plaintiffs' rights and claims (including pre-judgment interest and costs) against the Non-Settling Defendants, except as limited herein. The Plaintiffs shall be at liberty to continue the Action as against the Non-Settling Defendants and settle, pursue, or relinquish its claim against the Non-Settling Defendants in its sole discretion. Nothing herein shall operate as a release or partial release of any claim of the Plaintiffs against the Non-Settling Defendants for its several liability;
10. Any recovery of funds made by the Plaintiffs against the Non-Settling Defendants shall be solely to the credit of the Plaintiffs, except to the extent that indemnity may be required from the Plaintiffs pursuant to Paragraph 11 herein;
11. In the event that, through any Judgment or Order of a Court of competent jurisdiction or through any settlement agreement between the Plaintiffs and the Non-Settling Defendants, the Settlor is found liable to the Non-Settling Defendants for any claims advanced against the Settlor by the Non-Settling Defendants in the Action (including any claims for contribution and indemnity), or for any claims arising directly or indirectly from the Plaintiffs' claim, the Plaintiffs shall fully and immediately indemnify and hold harmless the Settlor for any amount required to be paid by the Settlor pursuant to that Judgment, Order, settlement, or agreement (including costs);

- 12. This Agreement is not and shall in no way be construed as an admission of liability by the Settlor, who expressly denies any liability to the Plaintiffs;
- 13. The Plaintiffs agree to cooperate with the Settlor in any application to strike Third Party proceedings or Notices of Contribution and Indemnity against the Settlor or any other Third Party proceedings or Notices of Contribution and Indemnity which the Settlor may face in the future, and the Settlor agrees to cooperate with the Plaintiffs both prior to and at the trial of this action on all matters necessary for the ultimate resolution of this action between the Plaintiffs and Non-Settling Defendants;
- 14. The Plaintiffs hereby acknowledge that notwithstanding any other term of this Agreement, it is the intent of the parties hereto that the Settlor will not be liable to make any payment whatsoever to the Plaintiffs or any other party in the Action, other than expressly provided for in this Agreement;
- 15. The recitals hereto form part of this Agreement and the terms of this Agreement are contractual and not a mere recital;
- 16. This Agreement shall be governed and construed in accordance with the laws of the Province of Alberta;
- 17. The parties hereto acknowledge that this Agreement may be executed in separate counterparts by facsimile or by original document and all the executed counterparts together shall constitute one Agreement but no execution hereto shall be effective until all of the counterparts have been executed and delivered by each of the parties hereto.

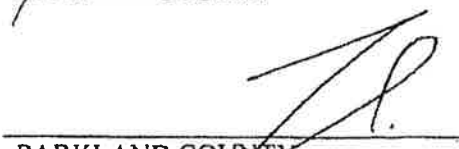
**IN WITNESS WHEREOF** the parties have executed this Agreement effective as of the day and year first above written.

  
witness

  
witness

  
DARREN DeGEER

  
NATASHA DeGEER

  
PARKLAND COUNTY

**Action No.: 1403 17758**

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**THIS SETTLEMENT AGREEMENT  
DATED \_\_\_\_\_, 2016.**

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**BETWEEN:**

**DARREN DeGEER and  
NATASHA DeGEER  
(hereinafter referred to as the "Plaintiffs")**

**- and -**

**PARKLAND COUNTY  
(hereinafter referred to as the "Settlor")**

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**SETTLEMENT AGREEMENT**

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**Brownlee LLP  
Barristers and Solicitors  
2200, Commerce Place  
10155 - 102 Street  
Edmonton, Alberta  
T5J 4G8**

**GEORGE (JOE) F. CHIVERS**

**File#: 76262-0321 JFC**

**Phone: (780) 497-4800**

**Fax: (780) 424-3254**





**From:** Greg Heinrichs <gr.hein@telus.net>  
**Sent:** Tuesday, June 6, 2017 8:57 AM  
**To:** gr.hein@telus.net  
**Subject:** SGGC - PARKLAND MAYOR - emails to county resident regarding SGGC - JUNE 05 2017

this is the june 5 email chain btwn KEN GLAZEBROOK and ROD SHAIGEC [mayor of parkland county]

**From:** Rod Shaigec <[rshaigec@parklandcounty.com](mailto:rshaigec@parklandcounty.com)>  
**Sent:** June 5, 2017 6:51 PM  
**To:** Ken Glazebrook  
**Cc:** Doug Tymchyshyn  
**Subject:** Re: Open House on Thursday, June 15 from 4:30-8:00pm at Parkland County Centre

Ken,  
Please contact Doug Tymchyshyn, Manager of Legislative Services, if you'd like a copy of the ballistics report. His email: [dtymchyshyn@parklandcounty.com](mailto:dtymchyshyn@parklandcounty.com)<<mailto:dtymchyshyn@parklandcounty.com>>  
I am not sure how long we retain information from SDAB hearings; It was included in the SDAB package when the Board last convened.

You will have to request a copy of the RCMP report as it is not in our possession.  
Regarding who acknowledged the weapon used, that would be the authors of the the reports. In regards to how they can determine what kind of weapon the bullet came from I cannot answer as I am not an expert in the field.  
While there is agricultural lands in the area, if the experts determined the bullet came from a firearm that can only be used/discharged at gun ranges it either came from the range or an individual who is licensed to carry/use such a weapon is illegally discharging the weapon outside of a gun range. As all applicants are screened and scrutinized I don't believe the latter is the case.  
Rod

Sent from my iPhone

On Jun 5, 2017, at 4:07 PM, Ken Glazebrook <[kenneth\\_glazebrook@hotmail.com](mailto:kenneth_glazebrook@hotmail.com)<[mailto:kenneth\\_glazebrook@hotmail.com](mailto:kenneth_glazebrook@hotmail.com)>> wrote:

Dear Rod,

Thank you for your prompt reply.

I do have a few follow-up questions based on your response, before I can make an accurate assessment of the facts and provide validity to your statements can you please provide me copies of the report from the RCMP investigation and the report from the Ballistics Investigator?

I would also like clarification on two of your statements:

Statement 1: "it was acknowledged that bullets from semi-automatic firearms were extracted from a residence and out-buildings north of the gun range"

1. Who acknowledged this?
2. How were they able to determine that they were from a semi-automatic fire arm vs a bolt action fire arm?

Statement 2: "these weapons can only be discharged at gun ranges"

1. How were they able to determine that these bullets came from a restricted fire arm versus a non-restricted firearm?
2. As there is a significant amount of farm land surrounds the Spruce Grove Gun Club, how were they able to determine that the bullets came from the range versus someone hunting in the area?

Sincerely,

Ken Glazebrook

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From: Rod Shaigec <[rshaigec@parklandcounty.com](mailto:rshaigec@parklandcounty.com)<<mailto:rshaigec@parklandcounty.com>>>  
Sent: June 5, 2017 12:00 PM  
To: 'Ken Glazebrook'  
Subject: RE: Open House on Thursday, June 15 from 4:30-8:00pm at Parkland County Centre

Ken,

Thank you for your correspondence. Parkland County Council has directed administration to bring forward a report that would preclude outdoor gun ranges from operating in areas zoned for residential development. This direction was predicated due to concerns regarding public safety not noise complaints. In the RCMP investigation and as identified in their report, as well as a ballistic investigator's report, it was acknowledged that bullets from semi-automatic firearms were extracted from a residence and out-buildings north of the gun range. These weapons can only be discharged at gun ranges. I, and all of council, recognize the value and benefits provided by gun ranges but their location(s) must be in areas that are appropriate and most suitable. Council will have the opportunity to discuss and deliberate the proposed land use amendment when it comes forward.

Sincerely,

Rod

Rod Shaigec | Mayor | Parkland County  
53109A HWY 779 | Parkland County | AB | Canada | T7Z 1R1  
Office: 780 968-8410 | Fax: 780 968-8430 |

[rshaigec@parklandcounty.com](mailto:rshaigec@parklandcounty.com)<<mailto:rshaigec@parklandcounty.com>>

<image002.jpg>

This communication is intended for use of the recipient to whom it is addressed and may contain confidential, personal and/or privileged information. Please contact me immediately if you are not the intended recipient of the communication and do not copy, distribute, or take action relying upon it. Any communication received in error, or subsequent reply, should be deleted or destroyed.

From: Ken Glazebrook [[mailto:kenneth\\_glazebrook@hotmail.com](mailto:kenneth_glazebrook@hotmail.com)]  
Sent: Monday, June 05, 2017 11:25 AM  
To: Inquiries <[Inquiries@parklandcounty.com](mailto:Inquiries@parklandcounty.com)><<mailto:Inquiries@parklandcounty.com>>>; Rod Shaigec <[rshaigec@parklandcounty.com](mailto:rshaigec@parklandcounty.com)><<mailto:rshaigec@parklandcounty.com>>>  
Subject: Open House on Thursday, June 15 from 4:30-8:00pm at Parkland County Centre

Dear Mr. Rod Shaigec, County Mayor,

As I am unable to attend this session as I have a parenting commitment, I would like to submit my input.

I am concerned very concerned about the pressure by the Subdivision and Development Appeal Board ("SDAB") to attempt to close the Spruce Grove Gun Club (SGGC).

The SGGC has operated in unison with our community for nearly half a century, and safety has always been the first priority. Shutting this Club down over noise complaints is wholeheartedly disappointing. Not only has the Club complied with noise bylaws as measured by professionals – there are incidents of noise complaints at times when the range wasn't even in operation.

The SGGC is an essential part of our community, and provides the safest environment to teach, learn and enjoy sport shooting. The SGGC has provided confirmation, beyond doubt, that it operates well within Parkland County's bylaws and, beyond the satisfaction of the Federal Range Requirements. It is simply, the safest outdoor shooting range in Canada.

Beyond the SGGC being a recreational facility, it is a training and certification range for organizations, including but not limited to many divisions of law enforcement and other sporting organizations

Members of SGGC not only endorse safety, but require it in all aspects of the club. They employ a full-time Range Manager, paid for

by the members, complete with cameras on every range and a classroom suited for 60 people, multiple Range Safety Officers who volunteer their time, and a full board of directors who strive to meet and exceed every requirement set before them by the Parkland County and Federal Range Requirements.

I would be grateful if you could take into consideration the effects this decision has made to the 900 SGGC members and other organizations that no longer have a safe place to train recreationally or professionally.

I urge you to reconsider the position taken by the SDAB and review Parkland County's decision and ensure fair process was given to the SGGC and their members on this pressing matter.

Thank you for taking the time to look into this. I look forward to hearing from you.

Sincerely,

Ken Glazebrook

Redolph

**From:** Greg Heinrichs <gr.hein@telus.net>  
**Sent:** Tuesday, August 1, 2017 9:58 PM  
**To:** gr.hein@telus.net  
**Subject:** sggc - june 10 - mayor final response to glazebrook

**From:** Rod Shaigec <[rshaigec@parklandcounty.com](mailto:rshaigec@parklandcounty.com)>  
**Date:** June 9, 2017 at 3:43:55 PM MDT  
**To:** "'[kenneth\\_glazebrook@hotmail.com](mailto:kenneth_glazebrook@hotmail.com)'" <[kenneth\\_glazebrook@hotmail.com](mailto:kenneth_glazebrook@hotmail.com)>  
**Subject:** SGGC

Mr. Glazebrook,

I have been advised by the County Solicitor that comments in my earlier emails relating to where certain firearms could be used and the information in a ballistics report were inaccurate. The County Solicitor intends to further follow up with me next week. Please disregard those comments and I ask that you not disseminate them further.

Thank you for forwarding your concerns. I will ensure the department conducting the open house on June 15 is made aware.

**Rod Shaigec | Mayor | Parkland County**  
53109A HWY 779 | Parkland County | AB | Canada | T7Z 1R1  
Office: 780 968-8410 | Fax: 780 968-8430 |  
[rshaigec@parklandcounty.com](mailto:rshaigec@parklandcounty.com)



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**From:** Greg Heinrichs <gr.hein@telus.net>  
**Sent:** Wednesday, June 7, 2017 2:57 PM  
**To:** 'Mike Heck'  
**Cc:** gr.hein@telus.net; CAREY PAWLYCHKA; Greg Greschuk; Theresa Paquette  
**Subject:** RE: SGGC - PARKLAND MAYOR - emails to county resident regarding SGGC - JUNE 05 2017

Mike,

This response is inadequate.

The mayor – on behalf of Parkland County – provided incorrect information that adversely affects the reputation of the Spruce Grove Club (SGGC) to at least one regional resident, Ken Glazebrook.

The incorrect information includes, but is not limited to, the statements that semi-automatic firearms can only be discharged at gun ranges. A simple check with any of the local reputable firearms retailers would have disclosed that they have many semi-automatic firearms in most of the popular calibers that can be discharged outside of gun ranges and in many cases used for hunting.

There are several other examples of incorrect information included in the two emails authored by the mayor.

It is disappointing and alarming that the mayor, who will be making decisions regarding the operation of gun ranges in the county, failed to do even this basic due diligence before making these incorrect remarks to at least one regional resident.

We expect decision-makers to make decisions based on correct and complete information.

The longer the county delays in advising this regional resident that the information that the mayor provided to him is incorrect, the greater the harm to SGGC because the incorrect information can be repeated and spread throughout the county and elsewhere.

The county must assure us immediately that prompt steps will be taken to advise Ken Glazebrook that he was provided with incorrect information and specifically identify all of the incorrect information that was provided to him.

Since the mayor – on behalf of the county – has provided incorrect information to at least one regional resident, we are concerned that this conduct is ongoing and will occur again. We need an immediate assurance from the county that it will immediately and permanently stop providing incorrect information that adversely impacts SGGC to county residents and everyone else.

An immediate response is required.

Absent a response that is satisfactory to the club, we will be taking all necessary steps:

- To stop the county from causing further harm to SGGC;

- To inform everyone that the mayor on behalf of the county provides incorrect information to interested parties that is detrimental to SGGC and that the county has refused to correct this error despite requests to do so; and,
- To obtain compensation from the county for the losses SGGC has suffered and will suffer as a result of this conduct.

We look forward to continuing our discussions on the matters identified in our previous two meetings and in our email correspondence at our meeting scheduled for June 12 at 11 a.m.

Regards,

Greg Heinrichs  
Spruce Grove Gun Club director

---

**From:** Mike Heck [mailto:mheck@parklandcounty.com]  
**Sent:** Tuesday, June 06, 2017 5:09 PM  
**To:** 'Greg Heinrichs'  
**Subject:** RE: SGGC - PARKLAND MAYOR - emails to county resident regarding SGGC - JUNE 05 2017

I have received your email ( and your voice mail) and communicated your concerns to council. We ( you and I ) have a planned meeting for Monday, and as I suggested I have no problem meeting but will not have direction from council on the items around the land by next week. We do not meet until the 13<sup>th</sup>. As with any individual you are always free to come to any Tuesday council meeting at 09:15 to talk with council, as these items should be a matter of public record and council has to be carefull of meeting outside of chambers on matters that should be dealt with in chambers, I.E. development matters.

regards

Michael Heck MBA AGDM | CAO | Parkland County  
 53109A HWY 779 | Parkland County | AB | Canada | T7Z 1R1  
 Office: 780 968 8411  
[mheck@parklandcounty.com](mailto:mheck@parklandcounty.com) | [parklandcounty.com](http://parklandcounty.com)



parklandcounty.com  
 facebook.com/GrowYourDreams  
 twitter: @Parkland\_County

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**From:** Greg Heinrichs [mailto:gr.hein@telus.net]  
**Sent:** Tuesday, June 06, 2017 9:54 AM  
**To:** Mike Heck <mheck@parklandcounty.com>  
**Cc:** gr.hein@telus.net; CAREY PAWLYCHKA <carey.sggc@gmail.com>; Greg Greschuk <greschuk@telusplanet.net>; Theresa Paquette <TheresaSGGC@gmail.com>; Sam Brownfield <bigmansmallcrib@hotmail.com>; GRANT KIRKUP <grant@kirkup.ca>; KEVIN SHENFIELD <kasaas@hotlinkwireless.com>  
**Subject:** FW: SGGC - PARKLAND MAYOR - emails to county resident regarding SGGC - JUNE 05 2017

MIKE



Below is the email chain btwn county resident KEN GLAZEBROOK and mayor ROD SHAIGEC

The emails of the MAYOR contain various pieces of incorrect information

If you wish me to identify the pieces that are incorrect I am able to do so separately

The incorrect information is also used to reach a conclusion that is incorrect

The incorrect information and the incorrect conclusion would lead people to be afraid to have SGGC operating in their neighborhood

This is harmful to SGGC and its members and to our landlords the SHENFIELDS

The incorrect information and the incorrect conclusion appear to be at least part of the reason why the county councilors are considering amending the bylaw to prevent outdoor gun ranges from operating in the county

It is particularly upsetting to learn that the mayor of the county is relying on demonstrably incorrect false information to make decisions to amend bylaws that adversely affect SGGC

The mayor could easily have checked all of the information in these emails to learn just how incorrect his remarks are.

Our discussions so far have been premised on a number of assumptions including:

That the county had correct information related to sggc, its operations, firearms and operation of firearms; and

That the county would not provide incorrect, false damaging information about SGGC to county residents; and

That the county was meeting with us in good faith to attempt to reach a mutually satisfactory resolution to this problem

We now know for certain that the first 2 assumptions are incorrect

We now also have serious concerns about the 3<sup>rd</sup> assumption

At our meeting – scheduled for june 12 at 11 am – among other things we will be providing you with correct information about the matters that ROD SHAIGEC spoke of in his emails

We will expect this information to be passed on to county council accurately –

we would be happy to speak directly to county council to ensure that they get the actual accurate information before they make decisions that adversely affect SGGC

at this time we do not know all of the other incorrect information the mayor or other councilors have given out to the public

we expect the county and the mayor in particular to refrain from giving this or other incorrect information to county residents or others that adversely affects SGGC

we expect the county and the mayor in particular to promptly advise this KEN GLAZEBROOK and all others who received similar information from county councilors that the information is incorrect and to provide them with the correct information

we look forward to continuing our discussions on the matters identified in our previous two meetings

if you wish to contact me to discuss this further you now have my email and my phone numbers are below

h = 780 418 0735

c = 780 217 6939

---

**From:** Greg Heinrichs [<mailto:gr.hein@telus.net>]  
**Sent:** Tuesday, June 06, 2017 8:57 AM  
**To:** [gr.hein@telus.net](mailto:gr.hein@telus.net)  
**Subject:** SGGC - PARKLAND MAYOR - emails to county resident regarding SGGC - JUNE 05 2017

this is the june 5 email chain btwn KEN GLAZEBROOK and ROD SHAIGEC [mayor of parkland county]

**From:** Rod Shaigec <[rshaigec@parklandcounty.com](mailto:rshaigec@parklandcounty.com)>  
**Sent:** June 5, 2017 6:51 PM  
**To:** Ken Glazebrook  
**Cc:** Doug Tymchyshyn  
**Subject:** Re: Open House on Thursday, June 15 from 4:30-8:00pm at Parkland County Centre

Ken,

Please contact Doug Tymchyshyn, Manager of Legislative Services, if you'd like a copy of the ballistics report. His email:

[dtymchyshyn@parklandcounty.com](mailto:dtymchyshyn@parklandcounty.com)<<mailto:dtymchyshyn@parklandcounty.com>>

I am not sure how long we retain information from SDAB hearings; It was included in the SDAB package when the Board last convened.

You will have to request a copy of the RCMP report as it is not in our possession.

Regarding who acknowledged the weapon used, that would be the authors of the the reports. In regards to how they can determine what kind of weapon the bullet came from I cannot answer as I am not an expert in the field.

While there is agricultural lands in the area, if the experts determined the bullet came from a firearm that can only be used/discharged at gun ranges it either came from the range or an individual who is licensed to carry/use such a weapon is illegally discharging the weapon outside of a gun range. As all applicants are screened and scrutinized I don't believe the latter is the case.

Rod

Sent from my iPhone

On Jun 5, 2017, at 4:07 PM, Ken Glazebrook <[kenneth\\_glazebrook@hotmail.com](mailto:kenneth_glazebrook@hotmail.com)<[mailto:kenneth\\_glazebrook@hotmail.com](mailto:kenneth_glazebrook@hotmail.com)>>>  
wrote:

Dear Rod,

Thank you for your prompt reply.

I do have a few follow-up questions based on your response, before I can make an accurate assessment of the facts and provide validity to your statements can you please provide me copies of the report from the RCMP investigation and the report from the Ballistics Investigator?

I would also like clarification on two of your statements:

Statement 1: "it was acknowledged that bullets from semi-automatic firearms were extracted from a residence and out-buildings north of the gun range"

1. Who acknowledged this?
2. How were they able to determine that they were from a semi-automatic fire arm vs a bolt action fire arm?

Statement 2: "these weapons can only be discharged at gun ranges"

1. How were they able to determine that these bullets came from a restricted fire arm versus a non-restricted firearm?
2. As there is a significant amount of farm land surrounds the Spruce Grove Gun Club, how were they able to determine that the bullets came from the range versus someone hunting in the area?

Sincerely,

Ken Glazebrook

---

From: Rod Shaigec <[rshaigec@parklandcounty.com](mailto:rshaigec@parklandcounty.com)<<mailto:rshaigec@parklandcounty.com>>>  
Sent: June 5, 2017 12:00 PM  
To: 'Ken Glazebrook'  
Subject: RE: Open House on Thursday, June 15 from 4:30-8:00pm at Parkland County Centre

Ken,

Thank you for your correspondence. Parkland County Council has directed administration to bring forward a report that would preclude outdoor gun ranges from operating in areas zoned for residential development. This direction was predicated due to concerns regarding public safety not noise complaints. In the RCMP investigation and as identified in their report, as well as a ballistic investigator's report, it was acknowledged that bullets from semi-automatic firearms were extracted from a residence and out-buildings north of the gun range. These weapons can only be discharged at gun ranges. I, and all of council, recognize the value and benefits provided by gun ranges but their location(s) must be in areas that are appropriate and most suitable. Council will have the opportunity to discuss and deliberate the proposed land use amendment when it comes forward.

Sincerely,

Rod

Rod Shaigec | Mayor | Parkland County  
53109A HWY 779 | Parkland County | AB | Canada | T7Z 1R1

Office: 780 968-8410 | Fax: 780 968-8430|

[rshaigec@parklandcounty.com](mailto:rshaigec@parklandcounty.com)<<mailto:rshaigec@parklandcounty.com>>

<image002.jpg>

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From: Ken Glazebrook [[mailto:kenneth\\_glazebrook@hotmail.com](mailto:kenneth_glazebrook@hotmail.com)]

Sent: Monday, June 05, 2017 11:25 AM

To: Inquiries <[Inquiries@parklandcounty.com](mailto:Inquiries@parklandcounty.com)<<mailto:Inquiries@parklandcounty.com>>>; Rod Shaigec <[rshaigec@parklandcounty.com](mailto:rshaigec@parklandcounty.com)<<mailto:rshaigec@parklandcounty.com>>>

Subject: Open House on Thursday, June 15 from 4:30-8:00pm at Parkland County Centre

Dear Mr. Rod Shaigec, County Mayor,

As I am unable to attend this session as I have a parenting commitment, I would like to submit my input.

I am concerned very concerned about the pressure by the Subdivision and Development Appeal Board ("SDAB") to attempt to close the Spruce Grove Gun Club (SGGC).

The SGGC has operated in unison with our community for nearly half a century, and safety has always been the first priority. Shutting this Club down over noise complaints is wholeheartedly disappointing. Not only has the Club complied with noise bylaws as measured by professionals – there are incidents of noise complaints at times when the range wasn't even in operation.

The SGGC is an essential part of our community, and provides the safest environment to teach, learn and enjoy sport shooting. The SGGC has provided confirmation, beyond doubt, that it operates well within Parkland County's bylaws and, beyond the satisfaction of the Federal Range Requirements. It is simply, the safest outdoor shooting range in Canada.

Beyond the SGGC being a recreational facility, it is a training and certification range for organizations, including but not limited to many divisions of law enforcement and other sporting organizations

Members of SGGC not only endorse safety, but require it in all aspects of the club. They employ a full-time Range Manager, paid for by the members, complete with cameras on every range and a classroom suited for 60 people, multiple Range Safety Officers who volunteer their time, and a full board of directors who strive to meet and exceed every requirement set before them by the Parkland County and Federal Range Requirements.

I would be grateful if you could take into consideration the effects this decision has made to the 900 SGGC members and other organizations that no longer have a safe place to train recreationally or professionally.

I urge you to reconsider the position taken by the SDAB and review Parkland County's decision and ensure fair process was given to the SGGC and their members on this pressing matter.

Thank you for taking the time to look into this. I look forward to hearing from you.

Sincerely,

Ken Glazebrook



[Redacted]

**From:** Arlan Delisle <adelisle@parklandcounty.com>  
**Sent:** Thursday, June 8, 2017 11:52 AM  
**To:** gr.hein@telus.net  
**Cc:** Mike Heck  
**Subject:** Shooting Range Comments  
**Attachments:** AJ Voth Examination of Bullet Strikes.pdf

Hello Mr. Heinrichs, Mike is involved in other matters today and has asked me to respond to your email of June 7, 2017. I am advised there is a meeting June 12 to try and find way forward. I hope that will be a successful meeting.

I have reviewed the email chain including the mayor's comments. The report referred to was evidence in the SDAB hearing July 28, 2014. It is part of the record that could be publically accessed, so I attach a copy of it. That report is not a County document and is not reflective of the County's position on anything at this time, it is simply part of the record from 2014.

Again, I hope that the Monday meeting will help find a way forward that work for everyone.

Arlan Delisle, LL.B LL.M | County Solicitor / Director, Legal & Legislative Services  
53109A Hwy 779 | Parkland County | AB | Canada | T7Z 1R1  
Office: 780 968 3230 | Fax: 780 968 8413  
[adelisle@parklandcounty.com](mailto:adelisle@parklandcounty.com) | [parklandcounty.com](http://parklandcounty.com)



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Janice A. Agrios, Q.C.  
Direct Line: 780.969.6911  
jagrios@kennedyagrios.com

**Delivered Via Email**

July 5, 2017

Our File: 76065-1 JAA

**Parkland County**  
53109A Hwy 779  
Parkland County, AB T7Z 1R1

**Attention: Arlan Delisle**

Dear Sir:

**Re: Spruce Grove Gun Club**

---

As you are aware, I represent the Spruce Grove Gun Club ("SGGC"). I understand that pursuant to a Notice of Motion brought forward by the Mayor, County Council will be considering an amendment to the Land Use Bylaw to specifically remove outdoor gun ranges from the definition of Outdoor Participant Recreation Services in all areas zoned Country Residential. I understand that Council intends to give first reading to this amendment on July 11, 2017. Given the timing, it is clear that this motion is directed at SGGC and is intended to preclude SGGC from obtaining a development permit to continue its operations.

SGGC objects to the Mayor participating in any discussion or vote related to this amendment and takes the position that the Mayor must recuse himself. Leading up to this amendment, the Mayor has engaged in a pattern of conduct that demonstrates bias. The Mayor has already made up his mind that the bylaw should be amended to exclude outdoor gun ranges and is not capable of being persuaded otherwise. The evidence to support this position includes, but is not limited to, the following:

1. Rezoning to Country Residential - In 2009, the County rezoned the SGGC site and surrounding area to Country Residential. Thereafter, the County approved various subdivisions that allowed the construction of residential acreages in close proximity to the SGGC site. SGGC has been operating on this site since at least 1972. The nature of SGGC's operations has not changed in many decades. The rezoning and subsequent subdivisions approved by the County have brought SGGC into conflict with its new neighbors. That conflict is not a conflict made by SGGC. That conflict is a result of the planning and development decisions made

by the County. It appears that in order to solve the conflict that the County has created, the Mayor now is endeavouring to eliminate the existence of SGGC without compensation.

2. Statement of Claim issued on behalf of Darren and Natasha DeGeer (attached) – The Statement of Claim alleges that in 2013, the Mayor represented to the Degeers and other County residents (in private – without the knowledge of SGGC or the general public) that the County would not renew the development permit of SGGC when it expired in June 2014. As you know, the Mayor and Council are not entitled to any input as to whether or not the development permit would be renewed.
3. Settlement Agreement (attached) – In November 2016, the County entered into a settlement agreement with the Degeers. Among other things, the County paid to the Degeers an undisclosed sum of money. It appears that the settlement was required at least in part due to the promise that the Mayor was alleged to have made to the Degeers to stop the development permit from being renewed (as described in the Statement of Claim above).
4. Notice of Motion – The Mayor is the individual who brought forward the Notice of Motion to direct administration staff to draft the proposed bylaw amendment to exclude outdoor gun ranges. The Mayor was instrumental in convincing Council to vote in favour of the Notice of Motion. SGGC is the only outdoor gun range that will be affected by this amendment. If the amendment is passed, then the Mayor will have succeeded in keeping the promise that the Degeer Statement of Claim alleges he made to them in 2013.
5. Defamatory statements by the Mayor - After the motion was passed, in order to garner public support for the proposed amendment, the Mayor proceeded to make defamatory statements about the SGGC to the public. You are aware of and have copies of at least 2 emails by the Mayor which include defamatory remarks about SGGC that would lead members of the public to be afraid of having SGGC in their neighborhood. The defamatory remarks go to the very core reason for the existence of SGGC, namely, its commitment to public safety. Despite clear evidence that the remarks were false, it was not until several requests had been made over several days that the Mayor advised the recipient of the emails that some of the remarks were “inaccurate”. Despite numerous requests, the Mayor has not admitted that the remarks were entirely false and incorrect. To date the Mayor has not apologized to SGGC privately or publicly. Despite numerous requests, the Mayor has not provided the reports that he claims to rely upon and has not provided correct information to any member of the public. The Mayor has also declined to promise to refrain from making any further defamatory remarks about SGGC. This conduct is further evidence of bias. SGGC has submitted a FOIP request to the County to determine whether the Mayor has made any additional defamatory remarks regarding SGGC. As

you are aware from the letter and enclosures provided to you by Don Wilson of DLA Piper, SGGC is prepared to launch a defamation law suit against the County and the Mayor to seek compensation for the defamatory remarks.

In the face of this evidence of a pattern of conduct by the Mayor, it is only fair that the Mayor recuse himself from participating in anyway related to the proposed bylaw amendment. In these circumstances, it is reasonable to conclude that the Mayor has made up his mind that the bylaw should be amended to exclude outdoor gun ranges. The Mayor has a closed mind on this issue and is not capable of being persuaded otherwise.

It is SGGC's hope that as a result of this letter, the Mayor will immediately and voluntarily recuse himself from participating in all matters related to this proposed bylaw amendment. The concerns of SGGC will be satisfied if the Mayor simply recuses himself without further comment. SGGC will require written confirmation of his recusal from participation by no later than July 10, 2017.

SGGC is committed to working with the County in a cooperative manner to find a way forward that serves the interests of the County, the residents in the vicinity of the SGGC site and the interests of SGGC . SGGC wishes to resolve this issue privately if possible. SGGC also wishes to resolve the defamation action privately and without the Statement of Claim being issued (in order to avoid the dispute becoming public). Having said that, if required, SGGC is prepared to take all necessary steps to ensure that going forward it receives fair and unbiased treatment from the County. SGGC also intends to seek full compensation for all harm it has suffered as a result of the unfair treatment it has received from the County.

If you wish to discuss this matter further, please let me know.

Yours truly,

**KENNEDY AGRIOS LLP**

Per:

  
**JANICE A. AGRIOS, Q.C.**

JAA/th

Enclosure

cc. client



COURT FILE NUMBER 1403 - 17758  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE EDMONTON  
PLAINTIFFS DARREN DEGEER and NATASHA DEGEER  
DEFENDANTS SPRUCE GROVE GUN CLUB, SURREY VIEW FARMS LTD. and PARKLAND COUNTY  
DOCUMENT STATEMENT OF CLAIM

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
Darren DeGeer and Natasha DeGeer by their solicitors  
Emery Jamieson LLP  
1700, 10235 - 101 Street  
Edmonton, AB T5J 3G2  
Telephone: 780.426.5220  
Facsimile: 780.420.6277  
Attention: James R. Vaage  
File: 30394.0001 JRV

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**NOTICE TO DEFENDANT(S)**

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

The parties and the lands affected

1. The Plaintiffs are residents of Alberta and are registered as owners of the following parcel of land:

PLAN 1021234  
BLOCK 4  
LOT 4  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 0.886 HECTARES (2.19 ACRES) MORE OR LESS

(the "Degeer Residence")

2. The Defendant Spruce Grove Gun Club (the "Gun Club") is a society formed under the laws of Alberta and carries on its business and activities on the following parcel of land:

MERIDIAN 4 RANGE 27 TOWNSHIP 53  
SECTION 28  
QUARTER NORTH EAST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

(the "Gun Club Land")

3. The Degeer Residence and the Gun Club Land are both in Parkland County. The Degeer Residence is in a country residential subdivision known as "Poplar Ridge Estates" and is approximately 1.83 kilometers or 1.14 miles north of the Gun Club Land.
4. The Defendant Surrey View Farms Ltd. ("Surrey View") is a corporation formed under the laws of Alberta and is registered as owner of the Gun Club Land.
5. The Defendant Parkland County (the "County") is a municipality within the meaning of the *Municipal Government Act* and a corporation by virtue of section 4 of that statute.

#### The safety and noise problems created by the Gun Club operations

6. The business and activities of the Gun Club consist primarily of ownership and operation of a gun club and firearm shooting facilities for recreational and commercial use. The Gun Club's facilities include two outdoor shooting ranges designed for discharging rifles (the "Rifle Ranges") which are actually used by its members, guests and customers for that activity. The Gun Club's facilities also include outdoor shooting ranges designed for discharging shotguns and pistols which are actually used by its members, guests and customers for those activities.
7. The Rifle Ranges were constructed such that users aim and discharge their rifles in a northerly direction, that is, towards Poplar Ridge Estates.
8. From time to time, bullets from firearms discharged on the Gun Club Land exit that parcel and travel to and land at or on parcels of land adjacent to or in the vicinity of the Gun Club Land and, in particular, bullets from rifles discharged on one or both of the Rifle Ranges from time to time exit the Gun Club Land and travel to and land at or on parcels of land to the north of the Gun Club Land, including Poplar Ridge Estates and areas adjacent to Poplar Ridge Estates (the "Safety Issue").

9. The discharge of firearms on the Gun Club Land persistently creates loud noises that can be heard from parcels of land adjacent to or in the vicinity of the Gun Club Land, including Poplar Ridge Estates (the "Noise Issue").

#### The chronology of relevant events

10. Surrey View became owner of the Gun Club Land on July 28, 1971.
11. The Gun Club began its operations on the Gun Club Land during 1972 or 1973.
12. From about 1986 to 2004, the Gun Club operated its business and activities without having a valid development permit or business licence from the County.
13. During April of 2004 the County wrote to Surrey View and stated "if the gun club is operating it appears to be in operation without permits in order." The County wrote that letter due to a complaint it had received regarding noise from the Gun Club Land.
14. On July 13, 2004 the County issued a development permit to the Gun Club for the operation of its gun club and related developments on the Gun Club Land, which permit was expressed to be valid for five years. In doing so, the County imposed a minor change to the Sunday hours of operation of the gun club but undertook no examination of and gave no consideration to the danger or risk of bullets exiting the Gun Club Land.
15. The County also approved the development of the subdivision known as Poplar Ridge Estates without examining or considering the danger or risk of bullets exiting the Gun Club.
16. On June 17, 2009 the County issued a development permit to the Gun Club for the operation of its gun club and related developments on the Gun Club Land, which permit was expressed to be valid for five years. In doing so, the County undertook no examination of and gave no consideration to the danger or risk of bullets exiting the Gun Club Land.
17. During 2010, the County received 6 or more written objections from residents of Parkland County to the operation of the shooting ranges on the Gun Club Land. During 2010, one or more complaints were made to the County by residents of Parkland County concerning the noise created by the discharge of firearms on the Gun Club Land.
18. During 2011, the County learned that the Rifles Ranges had been ordered closed by federal officials due to safety concerns. During 2011, the County received one or more expressions of concern from residents of Parkland County regarding their property being designated as part of a "safety zone" in relation to the Gun Club and the Gun Club Land.

19. During September of 2012, the Plaintiffs contracted to purchase the DeGeer Residence and became registered as owners on October 30, 2012. The Plaintiffs were not then aware of the Gun Club and its activities and operations on the Gun Club Land.
20. Shortly after October 30, 2012, the County sent to the Plaintiffs a booklet titled "Welcome to Parkland County." That booklet contained a letter from the mayor of the County extolling the virtues and benefits of living in Parkland County and made the following representations to the Plaintiffs in respect of living in and governance of Parkland County (the "Initial Representations"):
  - a. That living in Parkland County offered peaceful rural living;
  - b. That the County's Council was focused on ensuring residents are deeply satisfied with their quality of life;
  - c. That the County was committed to providing a safe environment to live in;
  - d. That land use regulations were in place to ensure residents are protected and able to enjoy a good quality of life.
21. The said booklet described to the Plaintiffs numerous private and public recreational and outdoor activities available or carried on in Parkland County but failed to mention the activities and operations of the Gun Club.
22. On or about March 24, 2013, the Plaintiffs discovered a bullet which had struck and was embedded in the south facing exterior wall of the house on the Degeer Residence. The said bullet had been recently discharged from a rifle and was of a type commonly used for shooting at one or both of the Rifle Ranges.
23. On or about March 25, 2013, the Plaintiffs informed the County of their discovery of the bullet embedded in the exterior wall of their house. On that date and subsequently, the Plaintiffs expressed their concerns to the County regarding the danger and risk of bullets exiting the Gun Club Land.
24. During early April of 2013, a County councillor acknowledged in internal communications that there had been "an outpouring of complaints around the gun club safety concerns that have taken place over many years" and the mayor of the County acknowledged in a letter to the Chief Firearms Officer that "the discharge of long guns at the Spruce Grove Gun Club" was "a serious public safety matter".
25. On or about April 26, 2013, one or both of the Mayor of the County and the Director of Planning and Development for the County advised the Plaintiffs and other residents of Parkland County that the County was unable to immediately stop the Gun Club from operating on the Gun Club

Land. On the same date, one or both of the Mayor of the County and the Director of Planning and Development for the County represented to the Plaintiffs and other residents of Parkland County that the County would not renew the Gun Club's development permit when it expired the following June (the "Specific Representation").

26. During 2012 and 2013, the Plaintiffs made certain improvements to the Degeer Residence including improvements to the house located on the Degeer Residence. On or about June 10, 2013 and after substantially completing those improvements, the Plaintiffs and their four children moved into the said house and began actual occupation of the Degeer Residence.
27. Notwithstanding the Specific Representation, on June 16, 2014 the County issued a development permit to the Gun Club for the operation of its gun range on the Gun Club Land, which permit was stated to be valid for three years. In doing so, the County undertook no examination or an inadequate examination of the Safety Issue and the Noise Issue and imposed inadequate conditions on the Gun Club to eliminate the Safety Issue and the Noise Issue.
28. The Plaintiffs and other residents of Parkland County exercised their right to appeal the issuance of the said development permit to the County's Subdivision and Development Appeal Board (the "SDAB"). The decision of the SDAB, issued August 5, 2014, modified the conditions imposed by the County by, inter alia, stating the development permit would remain in effect until November 9, 2015. The modified conditions do not eliminate the Safety Issue and the Noise Issue.
29. The Gun Club continues to operate its business and activities on the Gun Club Land.
30. The Plaintiffs have taken steps to sell the Degeer Residence but due to the notoriety of the Safety Issue and the Noise Issue, the Degeer Residence is not marketable.

#### Liability of the Gun Club

31. The Gun Club owed a duty to the Plaintiffs to operate its business and activities on the Gun Club Land in a manner that would eliminate the Safety Issue. The Gun Club has breached that duty.
32. Further or in the alternative, the Gun Club's operation of its business and activities gives rise to the Safety Issue and the Noise Issue and constitutes a nuisance, that is, an unreasonable interference with the Plaintiffs' use and enjoyment of the Degeer Residence.
33. Further or in the alternative, the Gun Club's operation of its business and activities is a non-natural use of the Gun Club Land and creates danger to the Plaintiffs and their property in the form of the Safety Issue. The Plaintiffs plead and rely on the rule in *Rylands v. Fletcher*.



#### Liability of Surrey View

34. Surrey View owed a duty to the Plaintiffs to ensure that any and all activities on the Gun Club Land would be conducted in a manner that would eliminate the Safety Issue. Surrey View has breached that duty.
35. Further or in the alternative, Surrey View knew of and permitted the Gun Club to operate its business and activities on the Gun Club Land in a manner giving rise to the Safety Issue and the Noise Issue and is equally or vicariously liable to the Plaintiffs in respect of the nuisance created by the Gun Club.
36. Further or in the alternative, Surrey View knew of and permitted the non-natural use of the Gun Club Land by the Gun Club and is equally or vicariously liable to the Plaintiffs in respect of the danger created by the operation of the business and activities of the Gun Club on the Gun Club Land.

#### Liability of the County

37. The County has a statutory duty to ensure that any and all activities on the Gun Club Land would be conducted in a manner that would eliminate the Safety Issue, or if that could not be done, to not permit any activities on the Gun Club Land that would give rise to the Safety Issue. The County has breached that duty. The Plaintiffs plead and rely on section 3(c) of the *Municipal Government Act*.
38. Further or in the alternative, the County owed a duty to the Plaintiffs to ensure that any and all activities on the Gun Club Land would be conducted in a manner that would eliminate the Safety Issue, or if that could not be done, to not permit any activities on the Gun Club Land that would give rise to the Safety Issue. The County has breached that duty.
39. Further or in the alternative, the County made the Initial Representations and the Specific Representation carelessly or negligently and at a time it knew or should have known they were and would continue to be untrue. The Plaintiffs relied on the Initial Representations and the Specific Representation in expending money on the completion of improvements to the Degeer Residence and in moving into and actually occupying the house on the Degeer Residence and in delaying in efforts to sell the Degeer Residence.

Loss and damage of the Plaintiffs

40. The Plaintiffs would not have contracted to purchase the Degeer Residence, completed that purchase and expended money on improvements to the Degeer Residence if they had known about the Safety Issue and the Noise Issue.
41. The Plaintiffs would not have moved into actual occupation of the Degeer Residence if they had known that the Initial Representations and the Specific Representation were untrue.
42. As a direct and foreseeable result of the acts and omissions of the Defendants, the Plaintiffs have suffered loss and damage, including but not limited to the following:
  - a. Loss of use and enjoyment of the Degeer Residence;
  - b. Diminution in value of the Degeer Residence;
  - c. Legal expense in connection with the appeal to the SDAB; and
  - d. Such further and other loss and damage as may be proven at the trial of this action.

Relief Requested

43. The Plaintiffs seek the following relief:
  - a. A temporary and a permanent injunction preventing the discharge of firearms at the Gun Club Land or, alternatively, the Rifle Ranges;
  - b. A judgment for damages for \$950,000;
  - c. A judgment for special damages of \$50,000;
  - d. An order for pre-judgment interest; and
  - e. An order for costs of this action.

**NOTICE TO THE DEFENDANT(S)**

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Calgary, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff's(s') address for service.

**WARNING**

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff(s) against you.

THIS SETTLEMENT AGREEMENT made in duplicate by and between the parties hereto on the 18<sup>th</sup> day of November, 2016.

BETWEEN:

DARREN DeGEER and NATASHA DeGEER

(hereinafter referred to as the "Plaintiffs")

- and -

PARKLAND COUNTY

(hereinafter referred to as the "Settlor")

**WHEREAS:**

- (a) The Plaintiffs have claimed losses, damages and expenses as a result of the nuisance caused by a gun club and fire arm shooting facility operated by the Spruce Grove Gun Club in the vicinity of the Plaintiffs' residence between 2012-2015 (the "Nuisance").
- (b) The Plaintiffs commenced proceedings in the Court of Queen's Bench of Alberta, Judicial District of Edmonton, Action No. 1403 17758 (the "Action"), seeking an injunction, damages, taxable costs and prejudgment interest arising from the Nuisance, as against the Spruce Grove Gun Club and Surrey View Farms Ltd. (the "Non-Settling Defendants") and the Settlor.
- (c) The Plaintiffs and the Settlor desire to resolve among themselves all claims or possible claims between them, including all claims advanced directly or indirectly against the Settlor in the Action, all claims for pre-judgment interest and costs against the Settlor in the Action, and all claims arising directly or indirectly against the Settlor from the Nuisance;
- (d) The Settlor wishes to limit its liability in relation to any losses or damages sustained by the Plaintiffs and otherwise in relation to the Action;
- (e) It is the desire of the Plaintiffs to end the Action insofar as it relates to the Settlor and the parties hereto have agreed to a settlement of the Action as between them;
- (f) The Plaintiffs desire to preserve any claims which they may have as against the Non-Settling Defendants in the Action and it is the intent of the Plaintiffs to continue the Action against the Non-Settling Defendants on the basis that it is seeking recovery only for the amount of any damages related to the several liability of the Non-Settling Defendants, plus taxable Court costs and pre-judgment interest;

- (g) The Settlor has offered to pay the sum of [REDACTED], all inclusive, in exchange for the Plaintiffs' covenant and agreement to not pursue the Action against the Settlor;
- (h) The Plaintiffs have agreed to accept the sum of [REDACTED] all-inclusive in full and final settlement of the claim they have against the Settlor in relation to the Action;

**NOW THEREFORE** and in consideration of the sum of [REDACTED] all inclusive, now paid by the Settlor to the Plaintiffs, in care of the solicitor for the Plaintiffs, Emery Jamieson LLP (the receipt and sufficiency of which is hereby acknowledged by the Plaintiffs), the Plaintiffs and the Settlor agree as follows:


1. The all inclusive sum of [REDACTED] (the "Settlement Funds") shall be paid on behalf of the Settlor to the Plaintiffs in the care of the solicitors for the Plaintiffs, Emery Jamieson LLP;
2. No portion of the Settlement Funds shall be disbursed by Emery Jamieson LLP until they have filed a Partial Discontinuance of Claim, on a without costs basis, against the Settlor in the Action and an executed copy of this Agreement has been delivered to Brownlee LLP, on behalf of the Settlor;
3. Notwithstanding any other terms of this Agreement, it is the intent of the parties hereto that the Settlor shall not be liable to make any payments whatsoever to the Plaintiffs or to the Non-Settling Defendants in respect of the Action other than the payment described in Paragraph 1 herein;
4. The Plaintiffs do for themselves, their respective heirs, insurers, executors, administrators, successors and assigns, hereby remise, release and forever discharge the Settlor and its respective insurers, administrators, officers, directors, employees, and successors of and from any and all manner of action and actions, cause and causes of actions, suits, debts, sums of money, dues, expenses, general damages, special damages, costs, claims, and demands of any and every kind whatsoever, at law or in equity or under any statute, which it ever had, now has, or which it or its respective heirs, insurers, executors, administrators, successors or assigns hereafter can, shall or may have against the Settlor and its respective insurers, administrators, officers, directors, employees, or successors for and by reason of any claim for damages, losses, expenses, interest, or costs arising directly or indirectly from the Nuisance and with respect to any and all matters arising directly or indirectly out of the matters referred to in the pleadings in the Action;
5. The Plaintiffs hereby acknowledge satisfaction in full of that portion of its total damages, losses, expenses, and claims arising, directly or indirectly, from the Nuisance for which the Settlor may be found liable;
6. The Plaintiffs shall, prior to or at the commencement of the trial of the Action, seek to amend their Statement of Claim to limit their claims in the Action to the liability

or potential liability of the Non-Settling Defendants, including their claim for injunctive relief;


7. The Plaintiffs shall be entitled to continue to proceed with the Action as against the Non-Settling Defendants. However, the Plaintiffs shall not under any circumstances seek to recover, directly or indirectly, from the Non-Settling Defendants any more than the Non-Settling Defendants' portion of the Plaintiffs' total damages, losses and expenses based upon the share of liability of the Non-Settling Defendants as found by the Court or agreed upon between the Plaintiffs and the Non-Settling Defendants. In effect, the Non-Settling Defendants shall not be exposed to joint and several liability with respect to any portion of the damages, losses, and expenses for which the Settlor may be found liable. The Plaintiffs will limit any recovery against the Non-Settling Defendants to the portion of damages (either found by the Court, or agreed upon between the Plaintiffs and the Non-Settling Defendants) which relates to the several liability of the Non-Settling Defendants;
8. The Plaintiffs shall disclose the existence of this Agreement to the Non-Settling Defendants on completion of the obligations set out in Paragraph 2 of this Agreement and to the Trial Judge prior to commencement of any trial of the Action but, unless ordered by the Court to do so, or as may otherwise be required by law or by consent of the Settlor, the parties hereto shall not disclose to the Court, to the Non-Settling Defendants, or to any other party or representative of that party or of the Non-Settling Defendants, the amount of the Settlement Funds that have been paid by the Settlor;
9. This Agreement is made without prejudice to the Plaintiffs' rights and claims (including pre-judgment interest and costs) against the Non-Settling Defendants, except as limited herein. The Plaintiffs shall be at liberty to continue the Action as against the Non-Settling Defendants and settle, pursue, or relinquish its claim against the Non-Settling Defendants in its sole discretion. Nothing herein shall operate as a release or partial release of any claim of the Plaintiffs against the Non-Settling Defendants for its several liability;
10. Any recovery of funds made by the Plaintiffs against the Non-Settling Defendants shall be solely to the credit of the Plaintiffs, except to the extent that indemnity may be required from the Plaintiffs pursuant to Paragraph 11 herein;
11. In the event that, through any Judgment or Order of a Court of competent jurisdiction or through any settlement agreement between the Plaintiffs and the Non-Settling Defendants, the Settlor is found liable to the Non-Settling Defendants for any claims advanced against the Settlor by the Non-Settling Defendants in the Action (including any claims for contribution and indemnity), or for any claims arising directly or indirectly from the Plaintiffs' claim, the Plaintiffs shall fully and immediately indemnify and hold harmless the Settlor for any amount required to be paid by the Settlor pursuant to that Judgment, Order, settlement, or agreement (including costs);

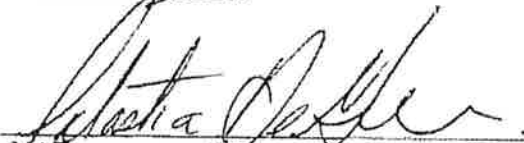
12. This Agreement is not and shall in no way be construed as an admission of liability by the Settlor, who expressly denies any liability to the Plaintiffs;
13. The Plaintiffs agree to cooperate with the Settlor in any application to strike Third Party proceedings or Notices of Contribution and Indemnity against the Settlor or any other Third Party proceedings or Notices of Contribution and Indemnity which the Settlor may face in the future, and the Settlor agrees to cooperate with the Plaintiffs both prior to and at the trial of this action on all matters necessary for the ultimate resolution of this action between the Plaintiffs and Non-Settling Defendants;
14. The Plaintiffs hereby acknowledge that notwithstanding any other term of this Agreement, it is the intent of the parties hereto that the Settlor will not be liable to make any payment whatsoever to the Plaintiffs or any other party in the Action, other than expressly provided for in this Agreement;
15. The recitals hereto form part of this Agreement and the terms of this Agreement are contractual and not a mere recital;
16. This Agreement shall be governed and construed in accordance with the laws of the Province of Alberta;
17. The parties hereto acknowledge that this Agreement may be executed in separate counterparts by facsimile or by original document and all the executed counterparts together shall constitute one Agreement but no execution hereto shall be effective until all of the counterparts have been executed and delivered by each of the parties hereto.

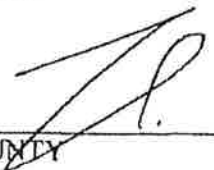
**IN WITNESS WHEREOF** the parties have executed this Agreement effective as of the day and year first above written.

  
\_\_\_\_\_  
witness

  
\_\_\_\_\_  
witness

  
\_\_\_\_\_  
DARREN DeGEER

  
\_\_\_\_\_  
NATASHA DeGEER

  
\_\_\_\_\_  
PARKLAND COUNTY

**Action No.: 1403 17758**

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THIS SETTLEMENT AGREEMENT  
DATED \_\_\_\_\_, 2016.

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BETWEEN:

DARREN DeGEER and  
NATASHA DeGEER  
(hereinafter referred to as the "Plaintiffs")

- and -

PARKLAND COUNTY  
(hereinafter referred to as the "Settlor")

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**SETTLEMENT AGREEMENT**

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Brownlee LLP  
Barristers and Solicitors  
2200, Commerce Place  
10155 - 102 Street  
Edmonton, Alberta  
T5J 4G8

GEORGE (JOE) F. CHIVERS

File#: 76262-0321 JFC

Phone: (780) 497-4800

Fax: (780) 424-3254



Mr. Rudolph

**From:** Wilson, Donald <donald.wilson@dlapiper.com>  
**Sent:** Friday, June 9, 2017 4:29 PM  
**To:** Greg Heinrichs  
**Subject:** Fwd: Parkland / SGGC  
**Attachments:** image001.jpg

Donald J. Wilson  
Partner  
DLA Piper (Canada) LLP

T [780 429 6817](tel:7804296817)  
F 780.702 4266  
[donald.wilson@dlapiper.com](mailto:donald.wilson@dlapiper.com)

1201 Scotia Tower 2  
[10060 Jasper Avenue](#)  
[Edmonton, AB T5J 4E5](#)  
[Canada](#)

[www.dlapiper.com](http://www.dlapiper.com)

Begin forwarded message:

**From:** Arlan Delisle <[adelisle@parklandcounty.com](mailto:adelisle@parklandcounty.com)>  
**Date:** June 9, 2017 at 4:27:11 PM MDT  
**To:** "Wilson, Donald" <[donald.wilson@dlapiper.com](mailto:donald.wilson@dlapiper.com)>  
**Subject:** RE: Parkland / SGGC

Hello Mr. Wilson. I advise the mayor has sent an email to the individual indicating he's been advised that comments relating to where certain firearms could be used and the information in a ballistics report were inaccurate. The mayor asked the individual to disregard those comments and asked that he not disseminate them further.

I called Mr. Heinrichs as I indicated I would earlier today, and advised him of that and that I intend to raise the matter with Councillors next week.

I hope that the conversations and efforts today are sufficient to show that continuing a positive conversation will improve the chances of a satisfactory solution.

[Arlan Delisle, LL.B LL.M](#) | County Solicitor / Director, Legal & Legislative Services  
53109A Hwy 779 | Parkland County | AB | Canada | T7Z 1R1  
Office: 780 968 3230 | Fax: 780 968 8413  
[adelisle@parklandcounty.com](mailto:adelisle@parklandcounty.com) | [parklandcounty.com](http://parklandcounty.com)



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**From:** Wilson, Donald [<mailto:donald.wilson@dlapiper.com>]  
**Sent:** Friday, June 09, 2017 3:14 PM  
**To:** Arlan Delisle <[adelisle@parklandcounty.com](mailto:adelisle@parklandcounty.com)>  
**Subject:** Re: Parkland / SGGC

Thank you Arlan

Sent from my iPhone

On Jun 9, 2017, at 3:13 PM, Arlan Delisle <[adelisle@parklandcounty.com](mailto:adelisle@parklandcounty.com)> wrote:

Thank you for the conversation. I intend to follow up later this afternoon.

**Arlan Delisle, LL.B LL.M** | County Solicitor / Director, Legal & Legislative Services  
53109A Hwy 779 | Parkland County | AB | Canada | T7Z 1R1  
Office: 780 968 3230 | Fax: 780 968 8413  
[adelisle@parklandcounty.com](mailto:adelisle@parklandcounty.com) | [parklandcounty.com](http://parklandcounty.com)

<image001.jpg>

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Clerk's stamp:



COURT FILE NUMBER

1703-13303

COURT

COURT OF QUEEN'S BENCH

JUDICIAL CENTRE

EDMONTON

PLAINTIFF

SPRUCE GROVE GUN CLUB

DEFENDANT

PARKLAND COUNTY AND  
RODNEY SHAI GEC

DOCUMENT

STATEMENT OF CLAIM

ADDRESS FOR SERVICE AND CONTACT  
INFORMATION OF PARTY FILING THIS  
DOCUMENT

**DLA PIPER (CANADA) LLP**  
1201 Scotia Tower 2  
10060 Jasper Avenue  
Edmonton, AB, T5J 4E5

**ATTN: Donald J. Wilson**

**P: 780.429.6817**

**F: 780.702.4366**

**E: donald.wilson@dlapiper.com**

**Client Matter No: 81849-00004/DZW**

**NOTICE TO DEFENDANT(S)**

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

**Note: State below only facts and not evidence (Rule 13.6)**

**Statement of facts relied on:**

1. The Plaintiff Spruce Grove Gun Club (“**SGGC**”) is a society organized under the laws of the Province of Alberta pursuant to the Alberta *Societies Act*, RSA 2000, c S-14.
2. The Defendant Parkland County (the “**County**”) is a municipality, as that term is defined in the Alberta *Municipal Government Act*, RSA 2000, c M-26 and a corporation pursuant that legislation.
3. The Defendant Rodney Shaigec (the “**Mayor**”) is a resident of and the Mayor of Parkland County. The mayor was elected pursuant to the Local Authorities Election Act (“**LAEA**”)and is under the jurisdiction of the Municipal Government Act (“**MGA**”).
4. Since the early 1970’s, SGGC has continuously operated a firearms education, training, competition, and recreation facility (the “**Facility**”) on certain land located within the boundaries of Parkland County, which is currently zoned country residential. That land is legally described as:

Meridian 4 Range 27 Township 53  
Section 28  
Quarter North East  
Excepting thereout all mines and minerals  
Area: 64.7 Hectares (160 Acres) more or less

(the “**Land**”).

5. For over 40 years, SGGC operated the Facility on the Land with the knowledge and consent of the County.
6. The Facility has been used by an assortment of users, including the Edmonton Police Service, Alberta Sheriffs Branch, and the Brinks Company for training and certification. It has also been used as a firearms education and training facility by a variety of community groups including, Army, Air and Sea Cadets, Police Cadets, 4H Club, as well as athletes competing in national and international competitions, including the Olympics.
7. The Facility caters to a variety of shooting disciplines and features the following:
  - (a) a dedicated range for regular archery and crossbow target practice and competitions;

- (b) 6 pistol ranges, for target practice and competitions;
- (c) 4 rifle ranges, including a 300-yard range for target practice and competitions; and
- (d) 3 dedicated, clay pigeon shotgun ranges for target practice and competition.

8. In addition, the Facility features a large metal quonset hut (the “**Quonset**”). Within the Quonset is an indoor, heated rifle and pistol range, as well as 600 square foot heated classroom (the “**Classroom**”) fitted with tables, chairs, chalk boards, projectors and screens. The Classroom can accommodate meetings and classes of up to 60 people all year-round.

9. No location in the Province of Alberta offers the same level of services and amenities as the Facility. The nearest comparable complex to the Facility is more than 300 km away from the Facility.

10. At all material times, SGGC ensured that the Facility complied with and exceeded the requisite safety standards (the “**Safety Standards**”), which are mandated by both the Canada *Firearms Act*, SC 1995, c-39, and Shooting Range and Shooting Club Regulations, SOR/98-212, and enforced in the Province of Alberta by the Chief Firearms Officer (the “**CFO**”).

11. SGGC has developed a sterling and untarnished reputation within the community. The goodwill and trust SGGC has fostered over the years is primarily attributable to its impeccable safety record and commitment to the protection of both Facility and the residents of Parkland County.

12. The Facility is a secure environment where individuals can safely practice, train, and compete. At the same time, The Facility is designed and was constructed with many safety measures to prevent bullets from leaving the Facility. In other words, safety is the *sine qua none* of the Facility.

13. The Facility is specifically designed to prevent bullets from creating a danger to persons outside the Facility. Moreover, the Facility is and has been used as a model for how other ranges should be designed/operated across the Province of Alberta. Of all the places in the County where firearms can be lawfully discharged, the Facility is the least likely place for a bullet to escape and present a risk to the citizens of Parkland County.

14. In early 2017, the County proposed making amendments (the “**Amendments**”) to the Parkland County Land Use Bylaw (the “**Land Use Bylaw**”).

15. On or about June 5, 2017, the Mayor sent certain emails (the “**Emails**”) to a member of the public relating to SGGC and the operation of the Facility. The Emails contain a number of statements that are defamatory to SGGC (the “**Defamatory Statements**”), namely:

(a) “In the RCMP investigation and as identified in their report, as well as a ballistic investigator’s report, it was acknowledged that bullets from semi-automatics firearms were extracted from a residence and out-buildings north of [the Facility].”

(b) “[Semi-automatic firearms] can only be discharged at gun ranges.”

(c) “While there is agricultural lands in the area, if the experts determined the bullet came from a firearm that can only be used/discharged at gun ranges it either came from [the Facility] or an individual who is licensed to carry/use such a weapon is illegally discharging the weapon outside of a gun range. As all applicants are screened and scrutinized I don’t believe the latter is the case.”

16. The Defamatory Statements are false and misleading for the following reasons:

(a) The reports do not say that the bullets referred to were discharged from a semi-automatic firearm;

(b) Semi-automatic firearms can be lawfully used at locations outside of a gun range; and

(c) Screening and scrutinized does not ensure that an individual gun owner will act lawfully and safely.

(d) The county and the mayor knew or ought to have known from reports within the possession of the county that on an ongoing basis a number of individuals [lawfully and unlawfully] have regularly discharged and continue to discharge firearms at various locations within the boundaries of Parkland County and outside the Facility.

17. The Defamatory Statements, in their natural and ordinary meaning, and by innuendo, meant and were reasonably understood to mean, *inter alia*, the following:

(a) SGGC has failed to prevent bullets from escaping the Facility;

- (b) SGGC does not care about the safety of Parkland County residents;
- (c) The Facility is not safe and does not comply with the Safety Standards;
- (d) The operation of the Facility is dangerous to Parkland County residents;
- (e) SGGC members and other users of the Facility pose a threat to residents;
- (f) SGGC failed to take appropriate measures to design and construct the Facility; and
- (g) SGGC failed to take appropriate measures to properly supervise users of the Facility.

18. The Defamatory Statements, and the innuendo arising from them, were made by the Mayor with knowledge that they were false or with careless disregard as to whether they were true or not.

19. SGGC alleges that the egregious conduct of the Mayor, specifically the purposeful dissemination of an untrue statements and the misrepresentations, was done for the sole and malicious purpose to systemically and abusively discredit SGGC.

20. SGGC further alleges that the conduct of the Mayor was motivated by nothing less than to cause public odium and contempt of SGGC, as a form of hostility toward SGGC and its principals. The deplorable activities and conduct of the Mayor were deliberately designed to cause damage to SGGC.

21. The Defamatory Statements, and the innuendo arising from them, were made by the Mayor with knowledge that they were false or with careless disregard as to whether they were true or not.

22. Despite at least four (4) separate requests from SGGC, the Mayor has failed to rectify the harm caused to SGGC by the Defamatory Statements by:

- (a) Refusing to publicly apologize to SGGC;
- (b) Refusing to retract the Defamatory Statements;
- (c) Refusing to agree to cease making any further defamatory statements; and
- (d) Refusing to issue a public statement containing the correct and accurate information.

23. As a result of the publication of the Defamatory Statements and failure to rectify the harm caused by the Defamatory Statements, SGGC has suffered damages and continues to suffer ongoing damages the full extent of which shall be quantified at the trial of this action.

24. Furthermore, as a result of the foregoing the Mayor must be held accountable for his deliberate and intentional unlawful actions that constitute dishonestly, bias, conflict of interest, discrimination, abuse of power, corruption, unfairness, and conduct that is deplorable of a public official.

25. The Mayor acted with full knowledge that his unlawful conduct would likely injure SGGC and bring disrepute to his public office. He disregarded his duties and oath of office and continued with his unlawful actions that results in loss, harm, and damage to SGGC and disrepute of his public office.

26. Alternatively, the Mayor was reckless and careless or willfully blind to the extent that his statutory, common law, or equitable duties owed to SGGC and her public office.

27. Alternatively, the Mayor was recklessly indifferent or willfully blind as to the limits an restraints upon his public power or authority and the damage that would be caused by his dishonesty and targeted malice.

28. Further, the malicious, high-handed, callous, and arrogant conduct of the Mayor demonstrates a wanton and flagrant disregard for SGGC's rights. Such conduct warrants an award of aggravated and punitive damages to ensure that the Mayor and the County are appropriately punished for their conduct and deterred from any such conduct in the future.

29. In addition to the legal and professional fees and expenses incurred by SGGC in respect of the above and in mitigating its damages, SGGC continues to incur legal fees and professional fees in respect of addressing the Mayor's misconduct.

30. But for the improper and unlawful conduct of the Defendants and, in particular, the Defamatory Statements, none of these proceedings would have been commenced and SGGC would not have incurred the damages, costs, and expenses associated with these proceedings. As a result, SGGC claims that the Defendants are obliged to reimburse and pay SGGC costs and expenses incurred in connection with these proceedings on a full indemnity basis.



31. The County is vicariously liable for the unlawful acts of the Mayor, as described above.

**Remedy sought:**

32. SGGC seeks the following relief from this Honourable Court:

- (a) An interim, interlocutory, and permanent injunction enjoining the Defendants from making, publishing, disseminating, or broadcasting the Defamatory Statements or statements of the like or similar effect;
- (b) An interim, interlocutory, and permanent injunction to prohibit the Mayor from casting any vote with respect to the Amendments, as that term is described above, or any other bylaw or amendment to any bylaw that would preclude the Facility from operating on the Land or otherwise within the boundaries of the County;
- (c) Judgment in favour of SGGC and against the Defendants, jointly and severally, or against any of them for general damages in excess of \$100,000.00;
- (d) Judgment in favour of SGGC and against the Defendants, jointly and severally, or against any of them for special damages in excess of \$100,000.00;
- (e) Judgment in favour of SGGC and against the Defendants, jointly and severally, or against any of them for punitive damages in excess \$100,000.00;
- (f) Interest pursuant to the Alberta *Judgment Interest Act*, RSA 2000, c J-1;
- (g) Costs of this Action on a full indemnity basis, or in the alternative, on solicitor and own client or on party and party basis; and
- (h) Such further and other relief as this Honourable Court deems just and appropriate.

## **NOTICE TO THE DEFENDANTS**

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Edmonton, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff(s)' address for service.

### **WARNING**

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff(s) against you.