COUNCIL PACKAGE FEBRUARY 25, 2020



5307 - 50 Ave., Lamont, Alberta Phone: 780.895.2010



AGENDA TOWN OF LAMONT REGULAR MEETING OF COUNCIL FEBRUARY 25, 2020 – 6:30 P.M.

1. CALL TO ORDER AND RELATED BUSINESS

- 1.1. Call to Order
- 1.2. Adoption of Agenda
- **1.3.** Declaration of Pecuniary Interest
- **1.4. Adoption of Minutes**
 - 1.4.1. February 11, 2020 Council Meeting Minutes
- 2. CLOSED SESSION (6:30 p.m.)
 - **2.1. Intermunicipal Affairs** (FOIP Section 21 (1) Harmful to Intergovernmental Relations)
 - **2.2. Land Matter Plan 9623213, Lot L** (FOIP Section 27 Legal Privilege and Section 24 Advice from Officials)
 - **2.3. CAO Annual Evaluation** (FOIP Section 17 Disclosure Harmful to Personal Privacy, and Section 24 Advice from Officials)

3. DELEGATIONS

3.1. Motion for Acceptance of Delegation

4. CORRESPONDENCE

4.1. Lamont Vaselka Dancers – 50th Anniversary Celebration

5. NEW BUSINESS

5.1. Intermunicipal Development Plan Bylaw

- 5.2. Council Committee Bylaw Amendment
- 5.3. Bylaw Enforcement Bylaw
- **5.4.** Safety Codes Council 2016 Quality Management Plan update

6. **REPORTS**

6.1. Council Reports

6.1.1. Councillor David Taylor

7. NOTICES OF MOTION

8. ADJOURNMENT



5307 – 50 Avenue Lamont, AB TOB 2R0

Town of Lamont February 11, 2020 Regular Meeting of Council Council Chambers

PRESENT:	Bill Skinner	Mayor
	Jody Foulds	Councillor
	Kirk Perrin	Councillor
	David Taylor	Councillor
	Perry Koroluk	Councillor
	Doug Pewarchuk	Councillor
	Christine Beveridge Dreena Guptill	Chief Administrative Officer Recording Secretary

ABSENT: Al Harvey

Councillor

CALL TO ORDER AND RELATED BUSINESS

Call to Order: Mayor Skinner: called the meeting to order at 6:30 p.m.

Adoption of Agenda

MOTION: 25/20 Councillor Foulds: That the Council Agenda be accepted as presented.

CARRIED

Declaration of Pecuniary Interest: None.

CLOSED SESSION

Intergovernmental Affairs – (FOIP Section 21(1) – Harmful to Intergovernmental Relations)
 Advice from Officials – (FOIP Section 24 – Advice from Officials)
 Legal Privilege – (FOIP Section 27(2) – Legal Privilege)

MOTION: 26/20 <u>Councillor Koroluk</u>: That Council convene in closed session pursuant to Section 197 of the *Municipal Government Act* to meet in private to discuss matters protected from disclosure by Sections 21(1), 24 and 27(2) of the *Freedom of Information and Protection of Privacy Act* at 6:31 p.m.

CARRIED

MOTION: 27/20 <u>Councillor Taylor</u>: That Council revert to regular Council meeting session at 7:29 p.m.

CARRIED

MOTION: 28/20 <u>Councillor Foulds</u>: That Council approve the Organizational Chart as presented in Closed Session.

CARRIED

Adoption of Minutes:

a) Regular Meeting of Council – January 28, 2020

MOTION: 29/20 <u>Councillor Perrin:</u> That the Minutes of the Regular Meeting of Council held January 28, 2020 be accepted as presented.

CARRIED

DELEGATIONS

Motion for Acceptance of Delegations

MOTION: 30/20 <u>Councillor Taylor</u>: That Council accept the delegation of Friends of Lamont Elementary School Society.

CARRIED

Council presented a cheque in the amount of \$10,000 to the Friends of Lamont Elementary School Society in support of their mission to improve and enhance the playground to:

Friends of Lamont Elementary School Society

- Delane Zacharko, President
- Roberta Moonen, Secretary/Treasurer

MOTION: 31/20 <u>Councillor Pewarchuk</u>: That Council accept the delegation of the Lamont County Emergency Services Stairclimb Team.

CARRIED

Council presented a cheque in the amount of \$500 to the Lamont County Emergency Services in support of the Fire and Ice Gala and Fundraiser to:

Lamont County Emergency Services, Stairclimb Team

• Nick Mercer – Firefighter, Lamont County

CORRESPONDENCE

- John Helton, Fire Chief, Lamont Fire Department
- County of Lamont Food Bank
- AUMA Outreach and Submission to Premier Kenney

MOTION: 32/20 <u>Councillor Pewarchuk</u>: That Council accept the correspondence as information.

CARRIED

NEW BUSINESS

Assessment Review Board Member Appointments

MOTION: 33/20 <u>Councillor Foulds</u>: That Council appoint the following individuals, as members of the Assessment Review Board for a term ending December 31, 2020:

> Judy Bennett Darlene Chartrand Tina Groszko Stewart Hennig Richard Knowles Raymond Ralph

and; that Council appoint Raymond Ralph as Chair of the Assessment Review Board for a term ending December 31, 2020 and; that Council appoint Richard Barham as Clerk of the Assessment Review Board for a term ending December 31, 2020.

CARRIED

Cancellation of Council Meeting

MOTION: 34/20 <u>Councillor Pewarchuk:</u> That Council cancel the April 28, 2020 Council meeting.

CARRIED

Town Wide Clean-up Committee

MOTION: 35/20 <u>Councillor Taylor:</u> That Council receive the information provided in relation to the Town Wide Clean-Up Committee.

CARRIED

REPORTS

Council Reports:

Mayor Skinner - Written report attached.
Councillor Perrin - Written report attached.
Councillor Foulds - Nothing to report.
Councillor Koroluk - January 30, 2020 - Attended Family and Community Support Services.
Councillor Pewarchuk - Nothing to report.

Staff Reports:

- Finance Report Monthly Financial Statement January 2020
- Fire Chief's Report
- Director, Operations & Infrastructure Report
- Chief Administrative Officer's Report (written/verbal)
 - January 30 Attended Alberta Industrial Heartland Annual Stakeholder's event. Business and industry in area is flourishing and the region is experiencing growth.
 - February 7 Attended RMRF Legal Seminar and had opportunity to collaborate with other municipalities and regions and examine key information on tax recovery, red tape reduction and tax incentives.

MOTION: 36/20 Councillor Koroluk: That Council accept the Reports as presented.

CARRIED

ADJOURNMENT: Mayor Skinner adjourned the meeting at 8:03 p.m.

Mayor

Chief Administrative Officer

CLOSED SESSION NOTICE

February 25, 2020 6:30 p.m.

- Intermunicipal Affairs
 - FOIP Section 21 (1) Harmful to Intergovernmental Relations

• Land Matter – Plan 9623213, Lot L

- FOIP Section 17 Legal Privilege
- FOIP Section 24 Advice from Officials

• CAO Annual Evaluation

- FOIP Section 17 Disclosure Harmful to Personal Privacy
- FOIP Section 24 Advice from Officials

----- Original message ------

Severed as per Section 17 of the FOIP Act

From: Date: 2020-02-04 4:29 p.m. (GMT-07:00) To: Bill Skinner <<u>Bill.S@lamont.ca</u>> Subject: Lamont Veselka Dancers

Dear Mayor Skinner,

I am Lyla Van Peteghen, the Vice President of our local Lamont Veselka Dance group.

I am writing you today to bring to your attention that in 2021, our group will be be celebrating 50 years as a group. We are in the planning stages of putting on a reunion of all the previous dancers and instructors over the 50 years we have run. In those years, our group has had both large and small attendance, and have been financially well and financially on the brink of closing. We have always tried, as a local family run group, to keep this local piece of ukrainian heritage alive in any way possible. And we are hoping it continues for another 50 years.

The Lamont Veselka Dance group would like to host the 50th anniversary reunion in Lamont, so we are hoping the town will be able to contribute to there local groups celebration. We are in need of a large enough venue for this event. As we are not a large group, we do not have the financial meens to cover an extravagent cost. So I ask if you can talk to the council and see if the town would be willing to help our group celebrate such an amazing milestone.

I look forward to hearing back from you and discussing with you on this wonderful event. Please feel free to email back, or call me at your earliest convenience.

Lyla Van Peteghen Vice President of Lamont Veselka Dancers

Severed as per Section 17 of the FOIP Act



TOWN OF LAMONT COUNCIL AGENDA REQUEST FOR DECISION

AGENDA ITEM:

5.1.

COUNCIL MEETING DATE: February 25, 2020

ITEM DESCRIPTION OR TITLE

Intermunicipal Development Plan Bylaw 03/20

RECOMMENDATION

That Council give first reading to Bylaw 03/20.

BACKGROUND

The Town of Lamont and Lamont County have been working together to draft the legislatively required Intermunicipal Development Plan (IDP) with Municipal Planning Services since June 2019. A Committee was created, and each municipality appointed elected officials to the Committee. The CAOs of both municipalities were also involved to support the Committee. A joint public open house was held on August 28, 2019 at the Lamont Recreation Centre, involving all of the urban municipalities in the Lamont County region. Municipal Planning Services compiled a "What We Heard Report" that Council reviewed and provided comments on November 12, 2019, which provided the direction necessary to prepare the IDP for first reading.

The next step towards finalizing the plan is to approve the plan by bylaw. Municipal Planning Services will be present during this meeting to provide a high-level review and provide any clarification required. At this time, Administration is only seeking first reading and have scheduled the Public Hearing for the March 10, 2020. It is important that the County has the opportunity to hold their Public Hearing prior to the Town proceeding with 2nd and 3rd reading, in order to ensure that residents in both municipalities have opportunity to provide additional input at a public hearing. At this time, the bylaw is scheduled for final readings on March 24, 2020.

COMMUNICATIONS

The notice for a Public Hearing will be advertised in local newspaper.

IMPLICATIONS OF DECISION

N/A

N/A

FINANCIAL IMPLICATIONS

POLICY AND/OR LEGISLATIVE REFERENCES

Municipal Government Act, Section 631



TOWN OF LAMONT COUNCIL AGENDA REQUEST FOR DECISION

ATTACHMENTS

Bylaw 03/20 Intermunicipal Development Plan

Report Prepared By: Christine Beveridge, CAO

Approved by CAO:



Town of Lamont

A BYLAW OF THE TOWN OF LAMONT IN THE PROVINCE OF ALBERTA

BYLAW 03/20

BEING A BYLAW OF THE TOWN OF LAMONT FOR THE PURPOSE OF ADOPTING AN INTERMUNICIPAL DEVELOPMENT PLAN FOR THE TOWN OF LAMONT AND LAMONT COUNTY.

WHEREAS the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended, ("the Act") requires municipalities to adopt an Intermunicipal Development Plan; and

WHEREAS an Intermunicipal Development Plan has been prepared for the Town of Lamont and Lamont County based on public input, studies of land use, development, and other relevant data; and

AND WHEREAS, the foresaid Intermunicipal Development Plan describes the way in which the future development within the Plan Area may be carried out in an orderly and economic manner; and

THEREFORE, the Council of the Town of Lamont in the Province of Alberta, duly assembled, and pursuant to the authority conferred on it by the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended, enacts as follows:

- 1. This Bylaw may be cited as "Town of Lamont & Lamont County Intermunicipal Development Plan".
- 2. The Town of Lamont & Lamont County Intermunicipal Development Plan is attached hereto as Schedule "A" to this Bylaw is hereby adopted.
- 3. This Bylaw may be amended by Bylaw in accordance with the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended.

Initials____

Town of Lamont



EFFECTIVE DATE

4. That this Bylaw shall come into force and take effect upon the date of third reading.

READ A FIRST TIME THIS DAY	OF, 20
Mayor	Chief Administrative Officer
READ A SECOND TIME THIS D	AY OF, 20
Mayor	Chief Administrative Officer
READ A THIRD TIME THIS DAY	OF, 20
Mayor	Chief Administrative Officer

Initials_____



Town of Lamont & Lamont County

INTERMUNICIPAL DEVELOPMENT PLAN



PREPARED ON 6 FEBRUARY 2020 BY:



TABLE OF CONTENTS

TABLE OF CONTENTS	I
1 INTRODUCTION	1
A PURPOSE OF THE PLAN	1
B PLAN ORGANIZATION	1
C LEGISLATIVE REQUIREMENTS	2
D RELATIONSHIP TO OTHER PLANS	3
E PRINCIPLES OF THE INTERMUNICIPAL DEVELOPMENT PLAN F ABOUT THE LAMONT COUNTY REGION	6
G ABOUT THE PLAN AREA	8
2 FUTURE LAND USE AND GROWTH	10
A FUTURE LAND USE CONCEPT	10
B GENERAL LAND USE AND DEVELOPMENT	10
C REFERRAL AREA AND URBAN EXPANSION AREA	12
D AGRICULTURE	12
E HEARTLAND AGRICULTURE	13
F COMMERCIAL/INDUSTRIAL DEVELOPMENT	13
G HEARTLAND INDUSTRIAL/COMMERCIAL	14
H UTILITIES AND SERVICING	15
I TRANSPORTATION	17
J NATURAL RESOURCES	17
	18
3 WORKING TOGETHER	19
A PLAN ADMINISTRATION	19
B INTERMUNICIPAL PLANNING COMMITTEE	19
	20
D CIRCULATION AND REFERRAL	20
E SUBDIVISION AND DEVELOPMENT APPEAL BOARD F ENACTMENT	24 24
G AMENDMENT AND REPEAL	24
H DISPUTE RESOLUTION	24
I ANNEXATION	27
2 MAPS	28
MAP 1 PLAN BOUNDARIES	29
MAP 2 FUTURE LAND USE CONCEPT	30
MAP 3 REFERRAL AREA	31
APPENDIX A	32
DEVELOPMENT CONSIDERATIONS MAP	33
APPENDIX B	34
LIST OF ACRONYMS	34
APPENDIX C	35
LIST OF DEFINITIONS	35

1 INTRODUCTION

A | PURPOSE OF THE PLAN

An Intermunicipal Development Plan (IDP) is a statutory plan prepared by two (or more) municipalities that share a common border. An IDP ensures future development concepts and land use policies for areas of mutual interest are coordinated between the municipalities and helps to reduce the possibility of any future land use conflicts by establishing processes for communication, referral, and dispute resolution.

This IDP is shared between the Town of Lamont and Lamont County. The Town of Lamont and Lamont County recognize that both municipalities are equal and have a right to growth and development. Both municipalities have agreed that a negotiated IDP is the preferred method of addressing intermunicipal land use planning issues within the Plan Area and that an IDP represents the best opportunity for a continuing cooperative working relationship.

The municipal policy framework for the preparation of an IDP is contained within the Town and County's respective Municipal Development Plans. The Town of Lamont's Municipal Development Plan (MDP) identifies potential development opportunities for lands adjacent to the Town. In addition, the Town's MDP contains policies regarding intermunicipal planning and cooperation. Lamont County's MDP contains intermunicipal policies and establishes that urban municipalities will be consulted on proposed developments, statutory plans (and amendments), and Land Use Bylaw amendments within 3.2 km (2 miles) of an urban municipality.

Policies within this IDP are not intended (nor shall be interpreted) to fetter either Council's discretion or autonomy.

B | PLAN ORGANIZATION

The Town of Lamont & Lamont County IDP has been organized into four sections (and three appendices):

2	INTRODUCTION FUTURE LAND USE AND GROWTH	principles, information about the Lamont County Region, and information about the Plan Area. Includes the IDP Future Land Use Concept, and policies respecting the following land use and development subjects: Referral Area and Urban Expansion Area Agriculture Heartland Agricultural Commercial/Industrial Development Heartland Industrial/Commercial Development Utilities and Servicing Transportation Natural Resources The Natural Environment Establishes the Intermunicipal Planning Committee and provides policy
3	WORKING TOGETHER	direction to guide intermunicipal communication, circulation and referral procedures, plan amendment and repeal, dispute resolution, dispute resolution processes, and annexation.
4	MAPS	Includes the Plan Boundaries map, the Future Land Use Concept map, and the Referral Area map. These maps correspond to policies in the IDP, and

		are intended to aid in intermunicipal decision making between the Town of
		Lamont and Lamont County.
А	APPENDIX A	Includes an information map that identifies major development considerations in the Plan Area. This map is not approved as part of this plan. It is intended to aid the municipalities' Councils, Administrations, and the Intermunicipal Planning Committee with decision making. As such, it may be updated from time to time as development considerations in the
		Plan Area change.
В	APPENDIX B	A list of acronyms used in this Plan intended to assist the reader.
С	APPENDIX C	A list of definitions for key words used in this plan, intended to aid the Intermunicipal Planning Committee and the participating municipalities in decision making.

C | LEGISLATIVE REQUIREMENTS

Requirements for an Intermunicipal Development Plan are outlined in Section 631 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended (MGA), which reads:

"631 (1) Subject to subsections (2) and (3), 2 or more councils of municipalities that have common boundaries and that are not members of a growth region as defined in section 708.01 must, by each passing a bylaw in accordance with this Part or in accordance with sections 12 and 692, adopt an intermunicipal development plan to include those areas of land lying within the boundaries of the municipalities as they consider necessary."

The County and the Town have agreed that it is mutually beneficial to adopt an Intermunicipal Development Plan.

The MGA also identifies what an Intermunicipal Development Plan must address.

- **"631 (8)** An intermunicipal development plan
 - (a) must address
 - (i) the future land use within the area,
 - (ii) the manner of and the proposals for future development in the area,
 - (iii) the provision of transportation systems for the area, either generally or specifically,
 - (iv) the coordination of intermunicipal programs relating to the physical, social and economic development of the area,
 - (v) environmental matters within the area, either generally or specifically, and
 - (vi) any other matter relating to the physical, social or economic development of the area that the councils consider necessary, and
 - (b) must include:
 - (i) a procedure to be used to resolve or attempt to resolve any conflict between the municipalities that have adopted the plan,



- (ii) a procedure to be used, by one or more municipalities, to amend or repeal the plan, and
- (iii) provisions relating to the administration of the plan."

The Town of Lamont & Lamont County IDP is consistent with requirements for intermunicipal collaboration and IDPs identified within the MGA.

D | RELATIONSHIP TO OTHER PLANS

1.D.I NORTH SASKATCHEWAN REGIONAL PLAN

In addition to the MGA, the North Saskatchewan Regional Plan (NSRP) is currently being prepared by the Province of Alberta and is expected to come into effect in the next few years. The Town of Lamont and Lamont County are located entirely within the North Saskatchewan Regional Plan area. The North Saskatchewan Region is bordered by Saskatchewan to the east and the Red Deer Regional Plan area to the south.

The NSRP will use a cumulative effects management approach to set policy direction for municipalities to achieve environmental, economic, and social outcomes within the North Saskatchewan Region. The NSRP applies to all Lamont County Region municipalities as they are within the North Saskatchewan Region.

Pursuant to section 13 of the *Alberta Land Stewardship Act*, S.A. 2009, c. 26.8, as amended (ALSA), regional plans are legislative instruments. Pursuant to section 15(1) of *ALSA*, the Regulatory Details of the NSRP are enforceable as law and bind the Crown, decision makers, local governments and all other persons while the remaining portions are statements of policy to inform and are not intended to have binding legal effect.

The Alberta Land Use Framework sets out an approach to managing public and private lands and natural resources to achieve Alberta's long-term economic, environmental, and social goals. The Land Use Framework establishes the Alberta government's model for the NSRP and other regional plans, and identifies three desired outcomes:

- A healthy economy supported by our land and natural resources
- Healthy ecosystems and environment
- People-friendly communities with ample recreational and cultural opportunities.

The participating municipalities have worked closely to ensure that the IDP has been developed in a manner that adheres to the intended purpose of the regional plans, as identified in the Alberta Land Use Framework.

1.D.II INTERMUNICIPAL COLLABORATION FRAMEWORK

All municipalities in Alberta are required to adopt an Intermunicipal Collaboration Framework (ICF) with each municipality with whom they share a common border. This IDP must be consistent with the ICF's policies, communication and collaboration processes.

1.D.III MUNICIPAL DEVELOPMENT PLAN

A Municipal Development Plan (MDP) is a statutory plan that guides the future growth and development of a municipality. The MDP sets the vision on how to accommodate this growth responsibly and serves as an important decision-making tool for Council, administration, and all stakeholders.

The participating municipalities respect that both municipalities will identify their individual visions and priorities for future land use growth and development through their respective Municipal Development Plans. However, this plan

notes that the Municipal Development Plans of the Town of Lamont and Lamont County support strong regional collaboration through the implementation of an IDP.

All MDPs must be consistent with an approved IDP; the policies and future land use concept of the Town of Lamont & Lamont County IDP are consistent with the Town of Lamont Municipal Development Plan and the Lamont County Municipal Development Plan.

1.D.IV AREA STRUCTURE PLANS & AREA REDEVELOPMENT PLANS

Area Structure Plans (ASP) and Area Redevelopment Plans (ARP) are statutory plans adopted by a municipality. They provide a policy framework for future subdivision and development for a particular area at a local level. They provide land use, access, and servicing policy direction for specific neighbourhoods or areas of a municipality. An ASP or an ARP must be consistent with an approved IDP and MDP.

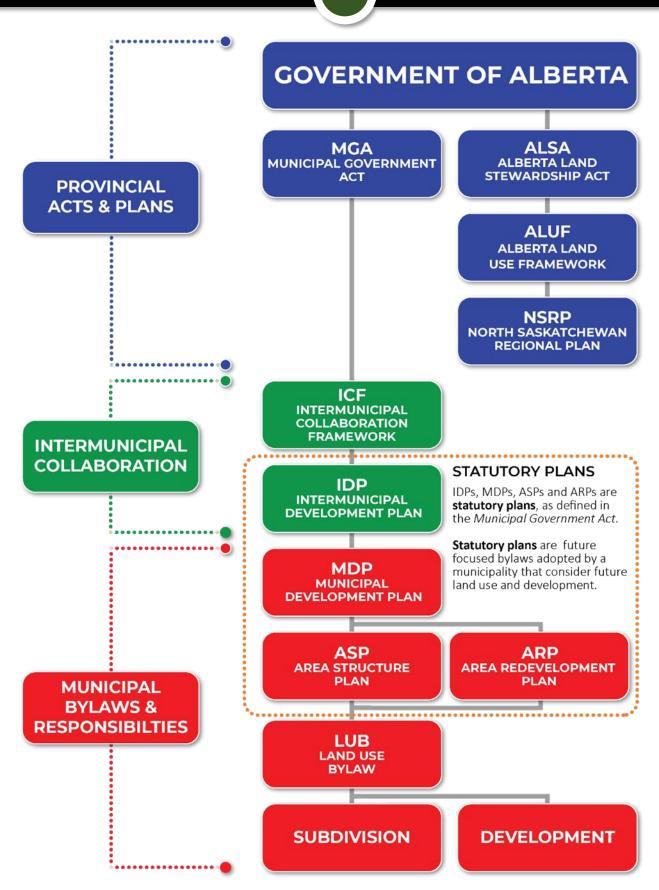
Currently, only one Area Structure Plan (ASP) applies to land within the Plan Area. The Alberta's Industrial Heartland Area Structure Plan was adopted by Lamont County Council. This ASP includes lands in the north and western portions of the Plan Area. The Alberta's Industrial Heartland Area Structure Plan boundary adjacent to the Town of Lamont is illustrated on the **Development Considerations Map** in **Appendix A**.

The purpose of the Alberta's Industrial Heartland ASP is to "provide a statutory framework for land use planning of the subject lands, the provision of infrastructure and services, and recognition of existing features and uses as they relate to future development. Planning and development of the subject lands will be in conformance with established planning policies, regulations, objectives, and requirements of the County, as well as the characteristics and opportunities contained within the Plan area."

The policies and future land use concept of the Town of Lamont & Lamont County IDP are consistent with the Alberta's Industrial Heartland ASP. Future development in the Plan Area that is guided by an ASP must also be consistent with this IDP, as well as the respective MDP of the affected municipality.

1.D.V PLANNING HIERARCHY

The chart on the following page identifies how an IDP relates to other provincial acts and regulations, intermunicipal collaboration efforts, statutory plans, and planning processes.



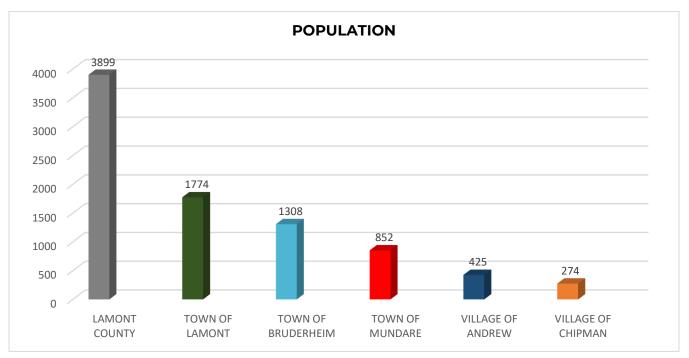
E | PRINCIPLES OF THE INTERMUNICIPAL DEVELOPMENT PLAN

The Town of Lamont & Lamont County IDP was developed based on a set of principles identified by the Intermunicipal Planning Committee. These include:

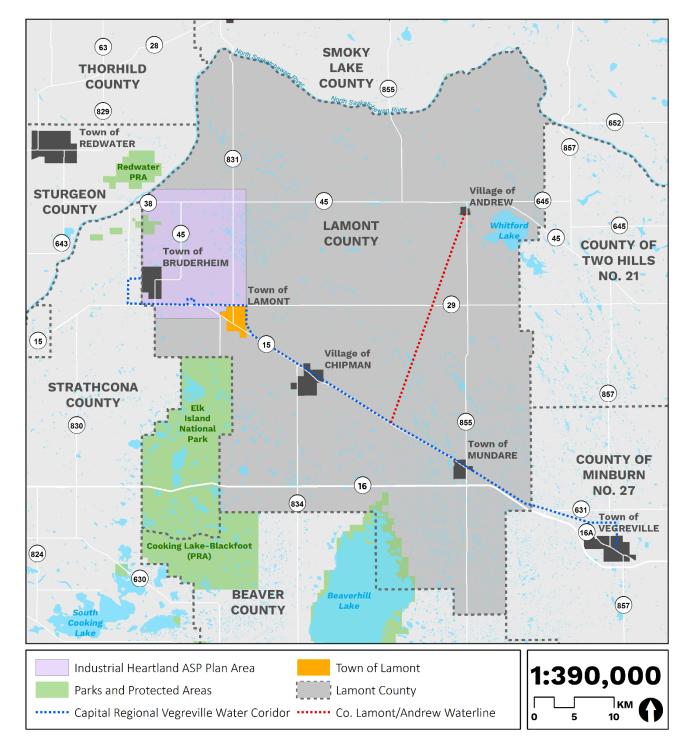
- 1. Maintain open, fair, and honest communication.
- 2. Promote orderly, economic, and beneficial land development to minimize the amount of agricultural land converted to other land uses prematurely.
- 3. Support appropriate levels of urban expansion within the Town and orderly, timely, and agreed upon urban annexation when necessary.
- 4. Identify compatible and complementary land uses within the IDP area to ensure that future development is mutually beneficial and compatible.
- 5. Develop land use policies that support mutually beneficial economic development.
- 6. Effectively coordinate transportation systems and the protection of required land for future road, rail, and trail network developments.
- 7. Ensure that future sites for schools and recreation areas are protected.
- 8. Identify and protect environmentally sensitive features.
- 9. Provide for effective IDP administration and implementation mechanisms.

F | ABOUT THE LAMONT COUNTY REGION

The Lamont County Region includes: Lamont County, the Towns of Bruderheim, Lamont, and Mundare, the Villages of Andrew and Chipman, and five hamlets. The region has a total population of 8,530 (3,897 within the County, 4,633 combined in the urban municipalities) according to the 2016 Federal Census, as well as from the 2017 and 2018 Municipal Census (where available).



The Lamont County Region is positioned within a one hour driving radius of several major commercial and industrial centres in the Edmonton Metropolitan Region, including Sherwood Park, Fort Saskatchewan, Redwater, the Highway 16 (Yellowhead Highway) Corridor, and downtown Edmonton.



The Alberta's Industrial Heartland Area (AIHA) is the largest industrial area in Western Canada and is a joint land-use planning and development initiative to attract investment in the chemical, petrochemical, oil, and gas industries to

the region. The AIHA is one of Canada's largest petrochemical processing regions. The AIHA comprises 533 km² (206 square miles) of land within portions of the City of Fort Saskatchewan, Lamont County, Strathcona County, and Sturgeon County, and the Edmonton Energy and Technology Park in northeast Edmonton.

Oil and gas exploration and development is found throughout the Lamont County Region, particularly within portions of the region that are inside of the AIHA. Large and small scale agricultural operations are also found throughout the Lamont County Region, serving as an important connection to the region's cultural identity as a rural community.

The Lamont County Region is bordered on its northern boundary by the North Saskatchewan River, while portions of its southern and western boundaries are adjacent to Elk Island National Park and the Beaverhill Lake Heritage Rangeland Natural Area. Lands throughout the Region are home to provincially-recognized environmentally significant areas, historically significant areas, and regionally significant wetlands, water bodies, and watercourses.

G | ABOUT THE PLAN AREA

The Plan Area of the Town of Lamont & Lamont County IDP is identified on Map 1 – Plan Area.

The Plan Area was established by the Town of Lamont and Lamont County Intermunicipal Planning Committee. The Plan Area generally follows a 1.6 kilometre (1.0 mile) radius around the Town of Lamont, with local quarter section lines used to provide a delineated border. In total, the Plan Area constitutes over 4,080 hectares of land (including the Town of Lamont).

1.G.I TRANSPORTATION

Within the Plan Area are three major transportation routes:

- Highway 15 diagonally crosses the entire Plan Area from the northwest to the southeast;
- Highway 29 travels from the west to the east boundaries of the Plan Area immediately north of the Town of Lamont; and
- Highway 831 travels from the northern to the southern boundary of the Plan Area through the Town of Lamont.

Important local intersections are found where these highways intersect one another, or form intersections with other rural roads (township roads and range roads).

1.G.II EXISTING AND PLANNED DEVELOPMENTS

The majority of land within the Plan Area outside of the Town of Lamont is used for agricultural and rural residential purposes. There are no multi-lot country residential subdivisions (developed or approved for development) within the Lamont County portions of the Plan Area.

The Town of Lamont is directly adjacent to the southeast border of the Alberta's Industrial Heartland. The north portion of the Plan Area is affected by the Lamont County Alberta's Industrial Heartland Area Structure Plan. This area has been identified for Heartland Agriculture Industrial uses and Heartland Light/Medium Industrial/Highway Commercial uses.

Oil and gas development in the Plan Area is present; wellsite and pipeline infrastructure is prevalent to the northwest of the Town of Lamont. Oil and gas wellsites and pipelines can also be found to the east, west, and south of the Town, although in lower concentration. The **Development Considerations Map** in **Appendix A** identifies the location of existing oil and gas infrastructure in the Plan Area.

One rail right-of-way is found within the Plan Area; the rail line travels parallel to Highway 15 along its northern boundary. The Richardson Pioneer Grain Elevator within the Town of Lamont is a major active stop along this rail line. Rail traffic has increased in recent years along this line and throughout the Lamont County Region. Canadian National Railways has indicated that approximately six (6) trains pass through the Town every day.

1.G.III HISTORIC RESOURCES

The Lamont United Church is located on 53 Street in the Town of Lamont. The Church is constructed from fieldstone in 1936, is a solid rectangular one-storey, gable-roofed masonry structure, which faces east on four urban lots located on a residential corner in the Town of Lamont, Alberta. The Church is designated a Municipal Historic Resource.

1.G.IV NATURAL ENVIRONMENT

Most soils in the Plan Area (and lands immediately adjacent) are classified as Class 1, 2 and 3 by the Canadian Land Inventory. Class 1 soils have no significant limitations for crop production, while Class 2 and 3 soils have moderate and moderately severe limitations, respectively.

The entire Plan Area is located within the watershed of the Beaverhill Creek, which itself is a sub-watershed of the North Saskatchewan River. Water bodies and watercourses in the Plan Area (including Beaverhill Creek) generally drain north to the North Saskatchewan River.

Lamont Creek runs throughout the Plan Area and the Town of Lamont. Water levels in the creek vary depending on seasonal runoff and precipitation levels.

No provincially recognized Environmentally Significant Areas (ESAs) are located within the plan area; however, quarter sections of land to the west of the plan area are identified as ESAs. The Province's "Environmentally Significant Areas in Alberta: 2014 Update" Report states that ESAs are generally defined as areas that are important to the long-term maintenance of biological diversity, physical landscape features and/or other natural processes, both locally and within a larger spatial context. The report and associated mapping information is intended to be an information tool that complements other information sources to inform land-use planning and policy at local, regional, and provincial scales.

Several provincially recognized wetlands are found within the Plan Area in both municipalities. Environmental features are shown on the **Development Considerations Map** in **Appendix A**.

2 | FUTURE LAND USE AND GROWTH

A | FUTURE LAND USE CONCEPT

The IDP utilizes existing opportunities and constraints to development within the Plan Area relating to the physical characteristics of the area, the location of existing municipal services, roadways, regional infrastructure, and the location of existing land uses to identify the preferred location for future development and land uses.

GOAL	To ensure that future land use and development within the Plan Area allows for the orderly and efficient growth of the Town of Lamont, and capitalizes on
	economic advantages within the Alberta's Industrial Heartland Area for the benefit of the Lamont County Region.

- The Future Land Use Concept for the Town of Lamont & Lamont County Intermunicipal Development Plan is established on Map 2 – Future Land Use. Development within the Plan Area shall be consistent with the policies in this section.
- Map 2 Future Land Use identifies four future land use designations. The purpose of these land use designations is:

AGRICULTURE	To support small and large scale agricultural operations and rural residences that are compatible with nearby urban development in the Town of Lamont.
HEARTLAND AGRICULTURE	To support agriculture and agriculture-related industrial development that is compatible with adjacent heavy industrial, light/medium industrial/highway commercial, and other agricultural uses, and to allow for an appropriate transition of land uses from the Town of Lamont to planned/developed industrial uses in the Alberta's Industrial Heartland Area.
COMMERCIAL/ INDUSTRIAL	To support planned commercial and industrial development within the Plan Area that encourages economic development in the Town of Lamont and the Lamont County Region.
HEARTLAND INDUSTRIAL/ COMMERCIAL	To support planned industrial and commercial development that is consistent with the policies direction in the Lamont County Alberta's Industrial Heartland Area Structure Plan and is compatible with development in the Town of Lamont.

3. Policies for specific land uses in the Plan Area are provided for in the subsequent subsections. These policies

are intended to support the future land use concept for the Town of Lamont & Lamont County IDP.

B | GENERAL LAND USE AND DEVELOPMENT

1. Policies in this section apply to all lands within the Plan Area.

2. Future subdivision and development shall be in accordance with this plan. Major deviations to the plan's policies shall require an amendment to this plan. Where discretion is provided for within the plan policies the approving authority may exercise their discretion. At no time shall an approving authority issue a decision that is inconsistent with the intent of the plan's goals.

- 3. Where an Area Structure Plan is required in the Plan Area, the ASP shall be accompanied by the preparation of the following:
 - a. Water and Wastewater Servicing Plans;
 - b. Geotechnical Report;
 - c. Phase I Environmental Assessment;
 - d. Stormwater Management Plan;
 - e. Wetland Assessment;
 - f. Traffic Impact Assessment; and
 - g. Any other studies required by the Town's or County's (according to jurisdiction) approving authorities to determine the suitability of the site for the proposed use, and may include a Historical Resources Impact Assessment, a Biophysical Report, a Water Report, and/or a Slope Stability Assessment.
- Confined feeding operations/intensive livestock operations requiring registrations or approvals and manure storage facilities requiring authorization under the *Agricultural Operations Practices Act*, R.S.A. 2000, c. A-07, as amended, shall be discouraged within the Plan Area.
- 5. Public uses (e.g. golf courses, parks, trails, places of worship, etc.) may be permitted at the discretion of Lamont County, on lands designated for Agriculture, Residential, or Commercial/Industrial Development.
- 6. Public uses that benefit the Plan Area will be allowed in the Plan Area. Where the proposed public uses would be more suitable to locate in an urban area (and/or be connected to municipal services), the proponent will be encouraged to locate the proposed public use development in the Town of Lamont.
- 7. Public uses that may be suitable for the Plan Area are limited to the permitted and discretionary uses listed in the applicable district within the Town or County's Land Use Bylaw.
- 8. Public uses should be developed in a manner that is compatible with surrounding land uses and minimize impacts related to traffic, parking, and noise.
- 9. To encourage regional competitiveness, The Town of Lamont and Lamont County may explore opportunities to develop design guidelines to ensure public and private development along the Highway 15, 29, and 831 Corridors is of a high quality and aesthetically pleasing given the role of these highways as the gateways to the Town of Lamont. These design guidelines may address: architectural treatments, setbacks, berming, screening of parking and yard storage, access management, landscaping, and signage.

C | REFERRAL AREA AND URBAN EXPANSION AREA

 The Urban Expansion Area will be those lands identified on Map 1 – Plan Boundaries as Future Urban Expansion Area.

12

- 2. Lands within the Urban Expansion Area will be the priority future urban expansion and annexation area for the Town of Lamont.
- 3. Lamont County agrees that all development within the Urban Expansion Area will be planned to minimize the impact on the future growth of the Town.
- 4. The Referral Area is established on Map 3 Referral Area.
- 5. Policies relating to triggers for intermunicipal referrals are identified in **Section 3 Working Together**.

D | AGRICULTURE

The Agriculture Area identifies lands within the Plan Area intended for agricultural development. It is anticipated that land use within this area will continue to be predominately agricultural-oriented.

GOALTo support and encourage existing agricultural operations until such time as land
is required for the expansion of planned development that is compatible with
adjacent urban development in the Town of Lamont.

- 1. Policies within this section apply to lands identified as Agriculture on Map 2 Future Land Use.
- 2. Agricultural operations in the Plan Area shall be buffered from encroachment by conflicting land uses and developments.
- 3. Land uses suitable for the Agriculture Area shall be those uses listed as permitted or discretionary uses in the Lamont County Land Use Bylaw.
- 4. Notwithstanding the policy above, heavy industrial uses shall not be allowed within the Agriculture area.
- 5. Country residential development may occur within the Agriculture Area at the discretion of the County's Subdivision Authority where provided for in the County's Land Use Bylaw.
- 6. No new multi-lot country residential subdivisions will be allowed in the Agriculture Area unless an Outline Plan or an Area Structure Plan is approved by Lamont County that identifies:
 - a. Proposed future land uses;
 - b. Potential residential density (at full build out);
 - c. The transportation and servicing plan for the area.
- 7. Multi-lot country residential development will be allowed only after the approval of an amendment to the County's Land Use Bylaw, placing the lands affected by the proposed subdivision or development into an appropriate Country Residential District.

- 8. Within any quarter section, the County will encourage multi-lot country residential development to be located on lower capability agricultural land.
- 9. Multi-lot country residential development shall be discouraged on lands that are subject to flooding or subsidence, or that are subject to high water tables.
- 10. Multi-lot country residential redistricting and subdivision proposals shall identify any potential conflicts with existing (or planned) agricultural, commercial and industrial operations, and shall indicate, to the satisfaction of the County, how these potential conflicts will be resolved or mitigated prior to application approval.

E | HEARTLAND AGRICULTURE

The Heartland Agriculture Area applies to land identified as Heartland Agriculture on **Map 2 – Future Land Use**. It is anticipated that land use within this area will continue to be predominately agricultural-oriented, until such time as the expansion of compatible industrial development is required.

GOALTo protect existing agricultural operations until such time as the land is required
for planned commercial or industrial development that is compatible with
adjacent urban development in the Town of Lamont.

- 1. Policies within this section apply to lands identified in the Heartland Agriculture Area on Map 2 Future Land Use.
- 2. Within the Heartland Agriculture Area, quarter sections will be allowed to be subdivided into four parcels,

in accordance with the Lamont County Land Use Bylaw.

F | COMMERCIAL/INDUSTRIAL DEVELOPMENT

The Commercial/Industrial area identifies lands within the Plan Area intended for future urban commercial and/or industrial development.

GOAL To promote commercial and industrial developments that capitalize on exposure to regional transportation corridors, the Town's existing commercial centres, and local economic opportunities in the Lamont County Region.

- Policies within this section apply to lands identified in the Commercial/Industrial Area on Map 2 Future Land Use.
- 2. In order to facilitate mutually beneficial commercial development, cost and municipal property tax sharing agreements may be negotiated affecting lands and development in the Plan Area. Any agreement will be negotiated in a manner that is fair, equitable, and beneficial to both municipalities.
- 3. Lands designated Commercial/Industrial may develop in a wide range of commercial or industrial uses. Land uses that may be suitable for the area are limited to the permitted and discretionary uses listed in the County's Land Use Bylaw.

- 4. Lamont County may require the approval of an Area Structure Plan or Outline Plan prior to the approval of any amendment to the Land Use Bylaw to allow a substantial commercial or industrial development within the Plan Area.
- 5. The following factors will be considered by the Town of Lamont, Lamont County, and the Intermunicipal Planning Committee when considering proposals for commercial/industrial subdivision and/or development:
 - a. The desirability of services to motorists;
 - b. Highway access to the development and the impact of the development of through traffic;
 - c. Impacts on municipal and provincial roadways and intersections;
 - d. The utilization of service roads;
 - e. Compatibility with adjacent land uses; and
 - f. Compliance with applicable provincial regulations and requirements.

G | HEARTLAND INDUSTRIAL/COMMERCIAL

The Heartland Industrial/Commercial area applies to lands identified within the Lamont County Alberta's Industrial Heartland Area Structure Plan as Light/Medium Industrial/Highway Commercial.

GOAL

To promote planned industrial and highway commercial development in conjunction with Alberta's Industrial Heartland activities that is compatible with urban development in the Town of Lamont.

- 1. Commercial, Light Industrial, and Medium Industrial activities shall comply with all municipal, provincial, federal approvals as required.
- 2. The Town of Lamont and Lamont County support Light and Medium Industrial development in the form of planned business/industrial parks, or that efficiently utilize existing transportation and servicing infrastructure.
- 3. Visual screening or landscaping may be required between uses which may be incompatible with adjacent or nearby uses in the Town of Lamont to minimize land use conflicts, risk and nuisances, to the satisfaction of the County. Specific requirements will be determined by Lamont County at the subdivision or development permit stage, and referred to the Town of Lamont for comment. A landscape management plan prepared by the proponent to the satisfaction of the County may be required.
- 4. Nuisance, including visual, odour, and noise issues, shall not have a negative impact that extends into the Town of Lamont. Site planning, landscaping, visual screening and other mitigation measures shall be utilized to achieve this, where necessary, in accordance with Lamont County's Land Use Bylaw.

5. At the subdivision or development permit stage, Lamont County may require risk and environmental impact assessments as part of the application process for commercial, light industrial, and medium industrial uses in the Plan Area. The risk assessment shall be completed to the satisfaction of Lamont County to ensure suitable setbacks are provided to mitigate any effect on the safety, use, amenity or enjoyment of adjacent or nearby uses. The findings of the assessments will be shared with the Town of Lamont for information purposes.

H | UTILITIES AND SERVICING

GOAL Ensure the provision of cost effective municipal and regional infrastructure within the Plan Area.

- 1. Policies in this section apply to all lands within the Plan Area.
- 2. Proposed servicing plans for new multi-phase developments and multi-lot subdivisions shall be circulated to the Intermunicipal Planning Committee for review and comments.
- 3. Services for all developments outside of the Town of Lamont's boundaries shall not connect to the Town's infrastructure system unless:
 - a. the land is annexed; or
 - b. otherwise agreed to by the Town and County.
- 4. Developments on vacant parcels of land within the Future Urban Expansion Area (identified on Map 1 Plan Boundaries) may be permitted which are served via private, onsite water and sanitary systems (including cisterns, wells, and hauling (for water) and pump out/holding tanks, and septic fields (for wastewater)), until such time as the lands are annexed and water and wastewater transmission lines are extended to the area, under the following conditions:
 - a. the developer shall enter into a deferred servicing agreement with the municipality providing the service, which shall be registered by caveat on title; and
 - b. potable water and private sewage disposal systems must be designed and constructed to satisfy provincial requirements including (but not limited to) the *Water Act*, R.S.A. 2000, c. W-3, as amended, and the *Private Sewage Disposal Regulations*, AR 229/1997.
- 5. The Town may agree to provide municipal water and waste water services to lots located within the County under the following conditions:
 - a. The services are designed and constructed to Town standards;
 - b. The applicant enters into (and complies with) a development agreement with the Town;
 - c. The subject site is adjacent to an existing serviced lot; and
 - d. There is capacity within the system to support the proposed development.

- 6. The County may agree to provide municipal water and waste water services to lots located within the Town under the following conditions:
 - a. The services are designed and constructed to County's standards;
 - b. The applicant enters into (and complies with) a development agreement with the County;
 - c. The subject site is adjacent to an existing serviced lot; and
 - d. There is capacity within the system to support the proposed development.
- 7. Provisions shall be made to control stormwater runoff to predevelopment rates.
- 8. The number of stormwater management facilities in the Plan Area should be minimized in order to control ongoing operational and maintenance costs and the consumption of developable lands.
- 9. Any proposals for the development of a stormwater management facility within the Plan Area shall be referred by the municipality with jurisdiction to the other municipality for comment prior to approval.
- 10. Stormwater management plans shall incorporate best management practices to control stormwater quality.
- 11. The incorporation of stormwater management facilities within natural areas may be approved if the proponent can demonstrate how the proposal will benefit the area as a whole, and provide copies of approvals from Alberta Environment and Parks. Existing water bodies may, with approval from Alberta Environment and Parks, be utilized or integrated into stormwater management plans.
- 12. The Town and County acknowledge that the future development within the Plan Area is dependent on access to water and wastewater services, and the Town and County agree to work together to ensure the corridors for these services are available.
- 13. The Town and County will encourage future developments in the Plan Area to utilize existing utility corridors where possible to minimize the fragmentation of the landscape and to lessen future development constraints.
- 14. Franchise utilities providing services to the Plan Area shall be notified of long term planning to ensure continuity in service delivery.

I | TRANSPORTATION

GOAL

To develop and maintain a safe and efficient transportation network in the Plan Area.

- 1. The Town and County will work together (and in collaboration with Alberta Transportation) to ensure the transportation network is safe, efficient, and well maintained to service the residents and businesses within the IDP Area.
- 2. When subdivisions and substantial developments are approved in the Plan Area, all right-of-way requirements will be secured to ensure that long-term transportation and road plans can be implemented when warranted.
- 3. New roads within the Plan Area shall be constructed to County standards. The County shall have regard for the Town's road design requirements when direct linkages to the Town's transportation system are proposed.
- 4. Lamont County will consult with the Town of Lamont when approving new haul routes within the Plan Area to mitigate potential conflicts.
- 5. Dust mitigation may be required as a condition of a development permit approval within the Plan Area.
- 6. Multi-lot subdivisions shall provide internal access roads. All lots shall be accessed from the internal road network.
- 7. New development adjacent to rail lines shall be designed to incorporate safety measures, such as setbacks, berms, and security fencing.

J | NATURAL RESOURCES

GOALTo promote the development of oil, gas, and aggregate infrastructure in the PlanArea that will not have a negative impact on the future growth and development
of the Town of Lamont.

- 1. Existing local oil, gas, and natural resource extraction developments, infrastructure, and facilities are identified on the **Development Considerations Map** in **Appendix A**.
- 2. The Town and County acknowledge that the development of the oil and gas industry has played an integral part in the development of the region. The Town and County will work with the oil and gas industry to ensure that orderly development within the Plan Area is not unduly restricted by the development of oil and gas infrastructure, including pipelines.
- 3. The County will refer all natural resource development and subdivision applications to the Town on lands within the Plan Area for comment.

4. Development proponents shall be encouraged to contact pipeline systems operators within the IDP area prior to submitting an application to either municipality for a LUB or MDP amendment or a subdivision or development application which would significantly change or increase the use or intensity of use on a site. Early engagement will ensure the pipeline systems operator is aware of new development along the pipeline system.

K | NATURAL ENVIRONMENT

GOAL	To conserve sensitive environmental features in the Plan Area that support the
UUAL	region's ecosystem.

- Known significant environmental features have been identified on the Development Considerations Map in Appendix A. Environmentally sensitive lands include: waterbodies, watercourses, and wetlands.
- 2. Significant Environmental Features may be identified at the time of subdivision and may be required to be dedicated as an Environmental Reserve parcel, Environmental Reserve Easement, or a Conservation Reserve.
- 3. Within the Plan Area, subdivision applicants will be required to dedicate the full amount of Municipal Reserve owing in the forms provided for in the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended. The full amount of Municipal Reserve owing at time of subdivision shall be provided as a condition of Subdivision Authority approval, unless the Town of Lamont requests that the Municipal Reserve be deferred.
- 4. Development setbacks from waterbodies and watercourses shall be provided as identified in the Lamont County Land Use Bylaw.
- 5. New development will not be allowed in areas that are prone to flooding, erosion, landslides, subsidence, or any natural or human induced hazards. Development on or in proximity to steep escarpments, steep or unstable slopes, or within high water table areas may be considered only if recommended by a geotechnical study prepared by a qualified professional and if adequate setbacks and/or engineered design requirements are identified and provided to the satisfaction of the approving authorities.
- 6. The Town and County shall cooperate with the Fort Air Partnership to monitor air quality in the Plan Area. When considering applications for industrial development within that portion of the Plan Area that is affected by the Lamont County Alberta's Industrial Heartland Area Structure Plan, the County shall refer applications to Alberta Environment and Parks and Alberta Health for comments.

3 | WORKING TOGETHER

A | PLAN ADMINISTRATION

3.A.I ADOPTION

- The Town and County agree that the policies within this IDP shall apply to lands within the Town of Lamont and Lamont County identified on Map 1 – Plan Area, and that this IDP does not have any jurisdiction on lands outside of the Plan Area.
- 2. Any amendments to other statutory plans that are required to implement the policies of this IDP shall be done simultaneously with the adoption of this plan.

3.A.II APPROVING AUTHORITY

- 1. This IDP shall take precedence over other statutory plans adopted by the Town of Lamont and Lamont County.
- 2. The Town of Lamont shall be responsible for the administration and decision on all statutory plans, land use bylaw amendments thereto, and all subdivision applications falling within the Plan Area within the boundaries of the Town of Lamont.
- 3. Lamont County shall be responsible for the administration and decision on all statutory plans, land use bylaw amendments thereto, and all subdivision applications falling within the Plan Area within the boundaries of Lamont County.

B | INTERMUNICIPAL PLANNING COMMITTEE

- 1. The Intermunicipal Planning Committee (IPC) will be established upon third reading of the Bylaw adopting the Town of Lamont & Lamont County IDP.
- 2. The Intermunicipal Planning Committee will not be a decision-making body, but will submit recommendations to the approving bodies of the respective municipalities, striving for consensus as much as possible.
- 3. The Intermunicipal Planning Committee will be comprised of:
 - a. Two members of the Council of the Town of Lamont (voting members);
 - b. Two members of the Council of Lamont County (voting members);
 - c. The Chief Administrative Officer of the Town of Lamont, or their designate (non-voting member);
 - d. The Chief Administrative of Lamont County, or their designate (non-voting member); and
 - e. Consultants, as required by the Committee (non-voting members).
- 4. The Councils of each municipality may appoint alternative members, should any member not be able to attend an IPC meeting.
- 5. The Chief Administrative Officers of each municipality may appoint another member of their municipality's Administration to serve as an alternate non-voting member.
- 6. The IPC shall establish its own rules of procedure, including its own schedule of meetings.
- 7. Meetings should be called at the pleasure of the IPC Chair as required.

8. At minimum, The IPC shall communicate with all members via email on an annual basis to determine if a meeting of the Committee is requested by a member to discuss issues concerning the implementation of the IDP. If no request for a meeting is made, then a meeting of the Intermunicipal Planning Committee shall not be required.

20

- 9. The IPC shall not deal with all development matters within the Plan Area. Rather, it will deal with all matters referred to it in the manner described in **Section 3.D.III** of this plan.
- 10. The IPC has the following functions:
 - a. To clarify the intent and interpretation of the IDP;
 - b. To develop specific strategies related to the provision of infrastructure, service provision, cost sharing, etc. for proposed subdivision and development in the Plan Area that reflect the policies and guidelines set out in the IDP;
 - c. To review and comment on applications to amend the IDP;
 - d. To review and comment on development matters referred to the IPC in accordance with this IDP; and
 - e. To undertake such other matters as it deems reasonable and as are referred to it by either municipality's Council or Administration.

C | COMMUNICATION

- 1. The Council and Administration of each municipality shall encourage and work to improve intermunicipal communication and cooperation through the implementation for conflict resolution practices and plan amendment policies.
- 2. The Town and County will maintain open lines of communication to resolve misunderstandings and problems in order to capitalize on opportunities for mutual benefit.
- 3. The Town and County may explore joint economic initiatives, joint servicing initiatives, and profit sharing agreements as the need arises to support development within the IDP area.

D | CIRCULATION AND REFERRAL

3.D.I REFERRAL REQUIREMENTS

- 1. The Town of Lamont and Lamont County agree that:
 - a. The County's Subdivision Authority and Development Authority will notify Town Administration of the following items which affect lands within the Referral Area identified on Map 3 Referral Area:
 - i. a proposed Municipal Development Plan, or amendment thereto;
 - ii. a proposed Land Use Bylaw, or amendment thereto;
 - iii. a proposed Area Structure Plan or Outline Plan, or any amendment thereto;
 - iv. subdivision applications; and
 - v. a development permit application for a discretionary use.

- b. The Town's Subdivision Authority and Development Authority will notify County Administration of the following items which affect lands within the Referral Area identified on Map 3 Referral Area:
 - i. a proposed Municipal Development Plan, or amendment thereto;

21

- ii. a proposed Land Use Bylaw, or amendment thereto;
- iii. a proposed Area Structure Plan or Outline Plan, or any amendment thereto;
- iv. subdivision applications; and
- v. a development permit application for a discretionary use.
- c. Comments shall be sent by the responding municipality to the approving authority within 14 calendar days of the date of the referral, as identified in **Section 3.D.II**. unless an alternate time period has been agreed to by both municipalities.
- 2. Each municipality's Subdivision Authority and Development Authority shall ensure that their decisions are consistent with the Town of Lamont & Lamont County IDP.
- 3. Depending on the nature of the proposed application for subdivision or development, and at the specific request of the Town or County's Administrations, the Intermunicipal Planning Committee may provide recommendations related to the proposed application, as identified in **Section 3.D.III**.

3.D.II ADMINISTRATION REVIEW

1. Where a referral is required, the referring municipality shall provide complete information concerning the matter to the other municipality's administration. The administrative review shall proceed according to the figure below.

STEP COMMUNICATION/ACTION

OUTCOME

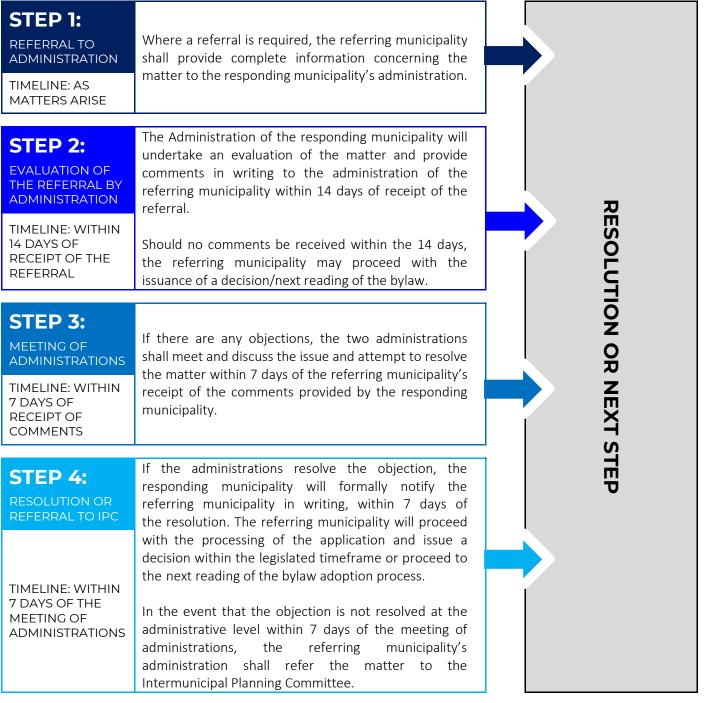


FIGURE 1: ADMINISTRATION REVIEW PROCESS

23

3.D.III IPC REVIEW

1. Matters referred to the IPC for review shall proceed according to the figure below.

STEP

COMMUNICATION/ACTION

OUTCOME

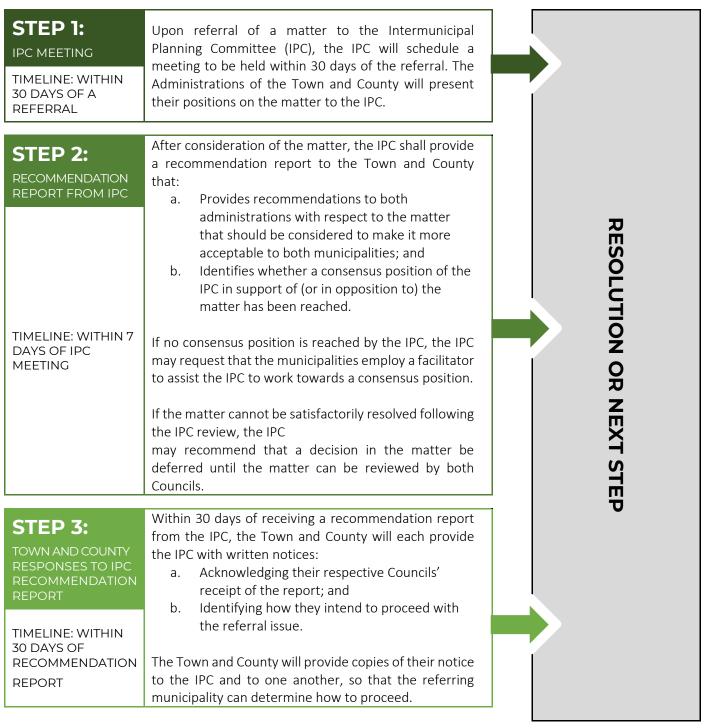


FIGURE 2: IPC REVIEW PROCESS

E | SUBDIVISION AND DEVELOPMENT APPEAL BOARD

1. The Town of Lamont and Lamont County agree to explore establishing a regional Intermunicipal Subdivision and Development Appeal Board (SDAB) in collaboration with the urban centres within the Lamont County Region.

24

F | ENACTMENT

1. The policies within this plan come into force once the Town of Lamont and Lamont County have each given third reading to the bylaws adopting the Town of Lamont & Lamont County IDP.

G | AMENDMENT AND REPEAL

- 1. Annually, the Development Officers of both municipalities and the Intermunicipal Planning Committee shall communicate and (if deemed necessary), meet to determine if any amendments to the Plan are required.
- 2. If an amendment is deemed necessary by both municipalities then the results of the review shall be presented to both Councils; either jointly or separately. The Councils shall determine if any amendments are to be proceeded with and direct municipal administration to commence with a public plan amendment process.
- 3. Amendments to this plan may also be initiated by individuals (e.g. residents, development proponents, etc.). When an amendment is proposed by an individual, it shall first be applied for to the municipality in which the subject property lies. If the proposed amendment affects only the text of the IDP, rather than a specific titled area within the plan boundary, the proposed amendment shall be made to both of the participating municipalities concurrently.
- 4. The IDP shall be comprehensively reviewed every five years, from the date on which the IDP comes into effect, independently or as part of the review of the Intermunicipal Collaboration Framework shared between the Town of Lamont and Lamont County.

H | DISPUTE RESOLUTION

- 1. The Town of Lamont and Lamont County agree that disputes relating to the IDP shall be restricted to the following:
 - a. Lack of agreement on proposed amendments to the IDP;
 - b. Lack of agreement on any proposed statutory plan, land use bylaw or amendment to either located within or affecting the Plan Area; or
 - c. Lack of agreement on an interpretation of this IDP.
- 2. Lack of agreement pursuant to **Section 3.H.1** of this IDP is defined as a statutory plan, Land Use Bylaw, or amendment to either that is given first reading by a Council and the other Council deems to be inconsistent with the policies of this IDP or detrimental to their planning interests as a municipality.
- 3. A dispute shall be limited to the decisions on the matters listed in **Section 3.H.1**. Any other appeal shall be made to the appropriate approving authority or appeal board that deals with that issue.

Page 40 of 120

- 25
- 4. The dispute resolution process may only be initiated by the municipalities' Councils.
- 5. In the event the dispute resolution process is initiated, the municipality having authority over the matter shall not give any further approval in any way until the dispute has been resolved or the mediation process has been concluded.

26

3.H.I DISPUTE RESOLUTION PROCESS

1. The process for dispute resolution shall be in accordance with the figure below.

STEP COMMUNICATION/ACTION OUTCOME When a referral has been received, the Administration review shall **STEP 1:** be conducted as per the requirements of Section 3.D.II of this IDP. ADMINISTRATION REFERRAL PROCESS REVIEW Failing resolution within 7 days of the meeting of Administrations, the dispute will be referred to the Intermunicipal Planning TIMELINE: UP TO 28 DAYS Committee. **STEP 2:** The IPC will convene to consider and attempt to resolve the dispute **IPC REVIEW** after conclusion of the Administration Review, as per the TIMELINE: 30 DAYS TO requirements of Section 3.D.III of this IDP. CONVENE, 30 DAYS TO MAKE A DECISION (UNLESS AN EXTENSION HAS BEEN AGREED TO) If the dispute cannot be resolved through the IPC review, and the STEP 3: matter relates to one of the areas identified in Section 3.H.1 of this **REQUEST FACILITATED** IDP, then one or both of the Councils shall (by motion) initiate the MEDIATION dispute resolution process and provide notice to the other municipality upon receipt of the notice. The municipalities must appoint a mutually agreed upon mediator to attempt to resolve the dispute by mediation within 15 days of the **RESOLUTION OR NEXT STEP TIMELINE: WITHIN 15** conclusion of the IPC review. DAYS OF IPC REVIEW The initiating municipality must provide the mediator with an outline of the dispute. Mediation participants shall include one member of Council and one member of administration from each municipality. Initiating municipality must provide the mediator with an outline of STEP 4: **RESOLUTION PROCESS** the dispute, and any agreed statements of facts. MEDIATION Mediator will be provided access to all records and documents that may be requested. TIMELINE: 6 MONTHS The municipalities must negotiate in good faith. Mediation costs will FROM INITIAL WRITTEN NOTICE (STEP 1) be shared equally. STEP 5: Initiating municipality provides a report to the responding MEDIATION REPORT municipality identifying areas of agreement and disagreement. TIMELINE: 21 DAYS AFTER MEDIATION CONCLUSION If the dispute has not been successfully resolved at the end of SPUTE **STEP 6:** mediation, the municipalities will appoint a mutually agreed-upon APPOINT ARBITRATOR arbitrator or file an intermunicipal dispute with the Municipal Government Board. TIMELINE: WITHIN 30 ٦ If the municipalities cannot agree on an arbitrator, a request will be DAYS OF A REFERRAL made by the initiating municipality to Alberta Municipal Affairs for one to be selected. The initiating municipality will provide the mediation report to the arbitrator. To be hosted in accordance with the Intermunicipal Collaboration **STEP 7:** Framework Regulation. **BINDING ARBITRATION** Costs to be paid as per the Intermunicipal Collaboration Framework Regulation. TIMELINE: 1 YEAR AFTER INITIAL WRITTEN NOTICE The arbitrator's decision to be provided through an order. (STEP 1) If the municipalities resolve the dispute during arbitration, a report is required to be provided by the initiating municipality to the responding municipality.

FIGURE 3: DISPUTE RESOLUTION PROCESS

I | ANNEXATION

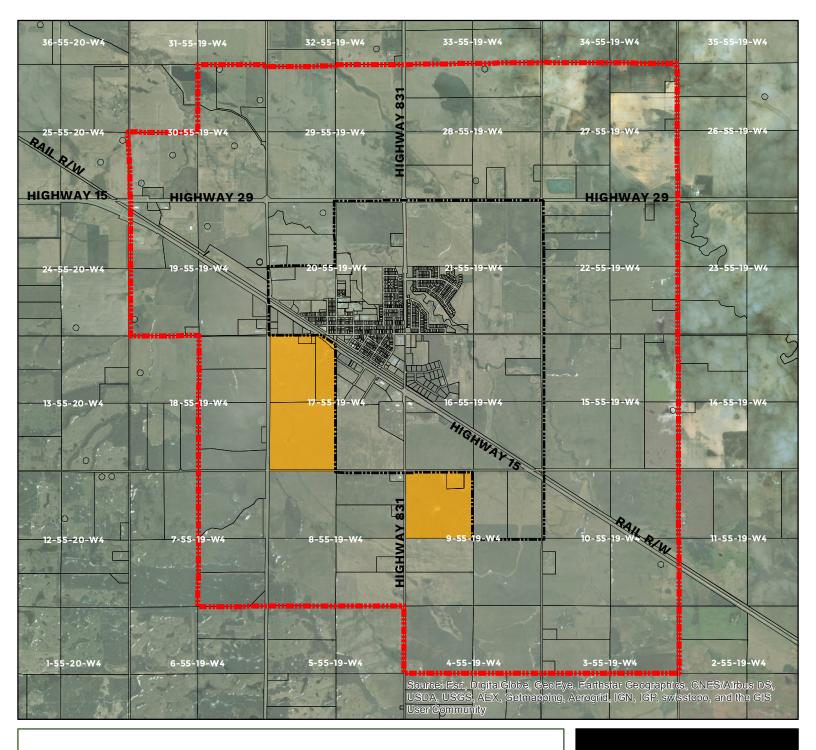
- 1. The County recognizes and agrees that the Town of Lamont may need additional land to grow to accommodate urban residential, institutional, and commercial development pressures. Lamont County will support the annexation of lands if the proposal is to accommodate 20 years of growth or less.
- 2. The Town and the County agree that planned urban expansion by the Town will occur on lands identified in the IDP as the **Urban Expansion Area** on **Map 1 Plan Boundaries.**
- In considering subdivision and development proposals in the Urban Expansion Area, the County's Subdivision Authority and Development Authority will ensure the proposed subdivision and/or development conforms to the intent of Map 2 – Future Land Use and the land use policies contained herein.
- 4. The annexation process may be initiated by the Town through the preparation of a Growth Study and any other requirements necessary to be in accordance with the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended.
- 5. The Town and County agree to negotiate and come to a mutual agreement on the annexation prior to submitting the annexation application to the Municipal Government Board.
- 6. Any Growth Study prepared in support of an annexation application supported by the Town shall, where possible, address the following questions:
 - a. Does the annexation proposal encompass lower capability agricultural land? If not, is the expansion onto high capability agricultural land justified in light of existing growth direction options?
 - b. Has the urban centre planned its future land use and development through a municipal development plan or similar planning document?
 - c. Is the annexation required or does the urban centre have sufficient land within its boundaries to accommodate anticipated growth and development?

2 MAPS

MAP 1 PLAN BOUNDARIES

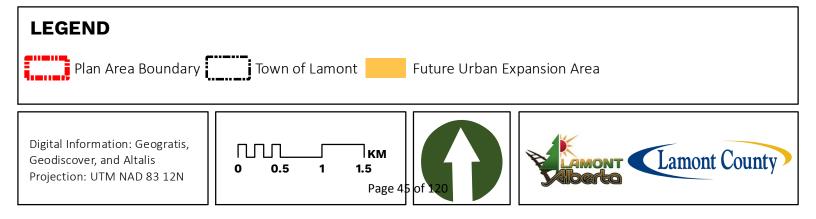
MAP 2 FUTURE LAND USE CONCEPT

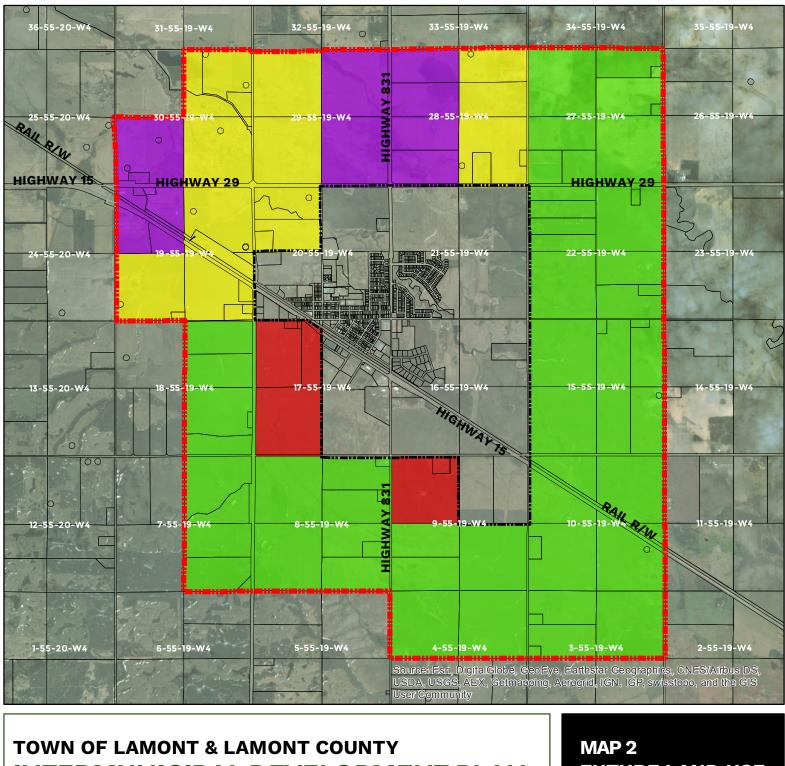
MAP 3 REFERRAL AREA



TOWN OF LAMONT & LAMONT COUNTY INTERMUNICIPAL DEVELOPMENT PLAN

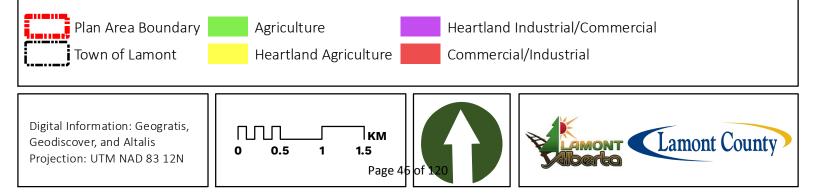
MAP 1 PLAN BOUNDARIES

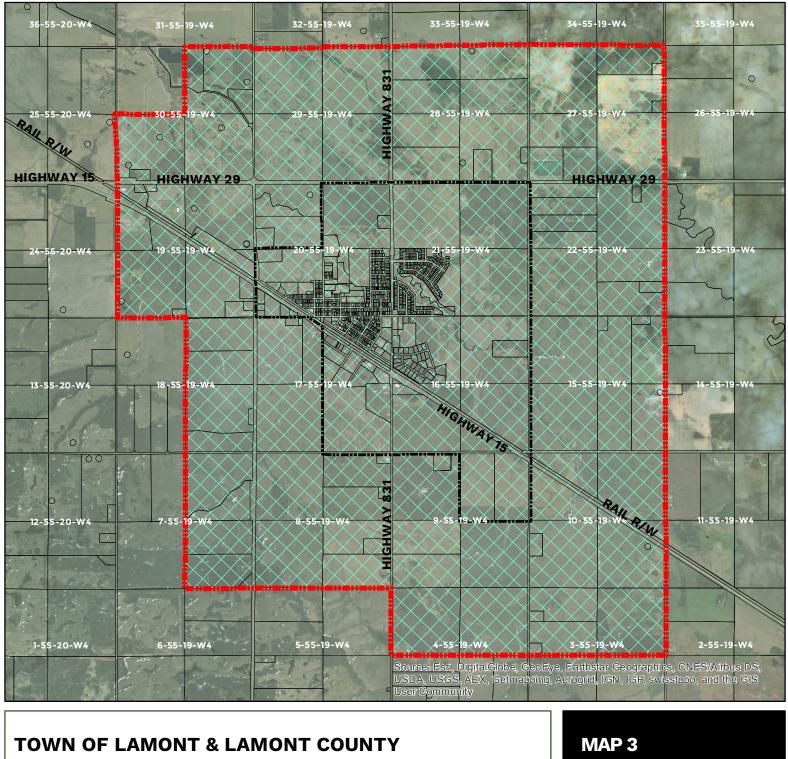




INTERMUNICIPAL DEVELOPMENT PLAN

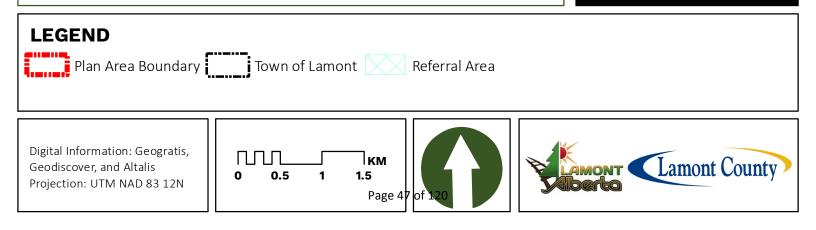
FUTURE LAND USE





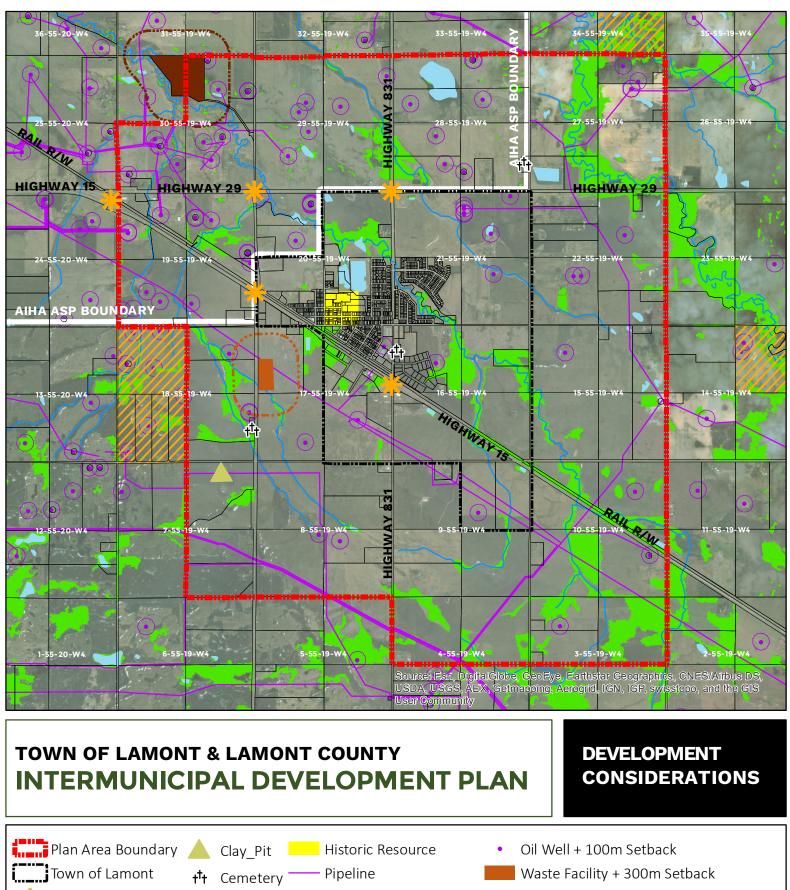
INTERMUNICIPAL DEVELOPMENT PLAN

REFERRAL AREA

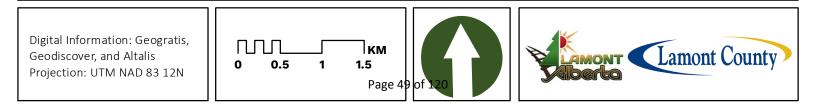


APPENDIX A

DEVELOPMENT CONSIDERATIONS MAP



Lagoon + 300m Setback 🚧 Environmentally Significant Area



X Major Intersection

Wetland

APPENDIX B

LIST OF ACRONYMS

ΑΙΗΑ	Means the Alberta Industrial Heartland Area, as defined in Lamont County's Land Use Bylaw, No.	
	675/07, 2007, as amended or replaced.	
ALSA	Means the Alberta Land Stewardship Act, S.A. 2009, c. M-26.8, as amended.	
ASP	means an Area Structure Plan, as defined in Section 633 of the <i>Municipal Government Act</i> , R.S.A. 2000, c. M-26, as amended, and may refer to any the Area Structure Plan adopted by the Town of Lamont or Lamont County.	
ESA	Means an Environmentally Significant Area, as recognized by Alberta Environment and Parks.	
ICF	Means an Intermunicipal Collaboration Framework Plan, as defined in Section 708.29 of the <i>Municipal Government Act</i> , R.S.A. 2000, c. M-26, as amended.	
IDP	Means an Intermunicipal Development Plan, as defined in Section 631 of the <i>Municipal Government Act</i> , R.S.A. 2000, c. M-26, as amended.	
IPC	Means the Intermunicipal Planning Committee, whose members are appointed by Council, as established by the Intermunicipal Development Plan Bylaw.	
LUB	Means a Land Use Bylaw, as defined in Section 640 of the <i>Municipal Government Act</i> , R.S.A. 2000, c. M-26, as amended, and may refer to either the Land Use Bylaw of the Town of Lamont or Lamont County.	
MGA	Means the Municipal Government Act, R.S.A. 2000, c. M-26, as amended.	
MDP	Means a Municipal Development Plan, as defined in Section 632 of the <i>Municipal Government Act</i> , R.S.A. 2000, c. M-26, as amended, and may refer to either the Municipal Development Plan of the Town of Lamont or Lamont County.	
NSRP	Means the North Saskatchewan Regional Plan, which is adopted under the authority of the <i>Alberta Land Stewardship Act</i> , S.A. 2009, c. M-26.8, as amended. The North Saskatchewan Regional Plan manages the environmental and community effects of development within the combined impact of all activities. Regional plans also will support conservation and stewardship, and address Albertans' community, infrastructure and recreational needs.	

34

APPENDIX C

LIST OF DEFINITIONS

This IDP has been written with the purpose of being a document that can easily be read by Council(s), Administration, residents, and development proponents. The definitions provided within this appendix are intended to provide greater clarity to the reader with respect to common terms and uses as they appear within the context of the plan.

AGRICULTURAL OPERATION	Means an agricultural operation; as defined in the <i>Agricultural Operation Practices Act</i> , R.S.A. 2000, c. A-7, as amended.
AREA STRUCTURE PLAN	Means a statutory plan adopted by a municipality by bylaw in accordance with the <i>Municipal Government Act</i> , R.S.A. 2000, c. M-26, as amended to provide a framework for the subsequent subdivision and development of a defined area of land.
CONFINED FEEDING OPERATION	Means a confined feeding operation as defined in the <i>Agricultural Operation Practices Act</i> , R.S.A. 2000, c. A-7, as amended.
CONSERVATION RESERVE	Means Conservation Reserve, as defined in Section 664.2 of the <i>Municipal Government Act</i> , R.S.A. 2000, c. M-26, as amended.
COUNTRY RESIDENTIAL DEVELOPMENT	Means the development of a single detached dwelling (one family dwelling) on a large parcel of land in a rural area that is not normally serviced by municipal water or waste water services.
ENVIRONMENTAL RESERVE	Means Environmental Reserve, as defined in Section 664 of the <i>Municipal Government Act</i> , R.S.A. 2000, c. M-26, as amended.
ENVIRONMENTAL RESERVE EASEMENT	Means Environmental Reserve Easement, as defined in Section 664 of the <i>Municipal Government Act</i> , R.S.A. 2000, c. M-26, as amended.
HEAVY INDUSTRIAL USE	Means activities involved in the processing, fabrication, storage, transportation, distribution or wholesaling of the heavy industrial goods which, in the sole opinion of the Development Authority, may emit a significant level of noise, smoke, dust, odour, vibration, etc., and which may not be compatible with the surrounding land use. Heavy industrial uses shall not include heavy petrochemical industrial uses.
HIGHER CAPABILITY AGRICULTURAL LANDS	Means higher capability agricultural land; as defined in the Lamont County Land Use Bylaw, No. 675/07, as amended or replaced.
LOWER CAPABILITY AGRICULTURAL LANDS	Means lower capability agricultural land; as defined in the Lamont County Land Use Bylaw, No. 675/07, as amended or replaced.
MULTI-LOT COUNTRY RESIDENTIAL DEVELOPMENT	Means any subdivision or development which will create five (5) or more parcels for residential or agricultural use on a quarter section

MUNICIPAL RESERVE	Means Municipal Reserve, as defined in Section 666 of the <i>Municipal Government Act</i> , R.S.A. 2000, c. M-26, as amended.			
NATURAL RESOURCE EXTRACTION	Means the quarrying, primary processing, removal, and off site sale of raw materials such as clay, sand, gravel, marl, earth or mineralized rock found on or under the site. Typically these uses include but are not limited to: quarries, borrow pits, and gravel pits. This use includes site preparation and reclamation of the lands. Processing may include crushing and washing but excludes the preparation of asphalt.			
OUTLINE PLAN	Means a non-statutory plan approved by resolution of Council to provide a framework for the subsequent subdivision and development of a defined area of land.			
URBAN CENTRE	Means the Town of Bruderheim, the Town of Lamont, the Town of Mundare, the Village of Andrew, and the Village of Chipman, either together or individually.			

36



TOWN OF LAMONT COUNCIL AGENDA REQUEST FOR DECISION

AGENDA ITEM: 5.

5.2.

COUNCIL MEETING DATE: February 25, 2020

ITEM DESCRIPTION OR TITLE

Council Committee Bylaw Amendment

RECOMMENDATION

- 1. That Council give first reading to Bylaw 02/20.
- 2. That Council give second reading to Bylaw 02/20.
- 3. That Council give unanimous consent to proceed to third reading of Bylaw 02/20.
- 4. That Council give third reading to Bylaw 02/20.

BACKGROUND

During the February 11, 2020 regular meeting of Council, Council received information in relation to the Town Wide Clean-up Committee. Following a review of the draft Committee's Terms of Reference, it was determined that the event could simply be one that the Town hosts and that Town Administration would handle the event communication and promotion.

This amending bylaw, Council Committee Bylaw Amendment – Bylaw 02/20 authorizes Council to amend Bylaw 08/19 as follows:

 Remove section 3(e) Town Wide Clean-up Recommending body to Council relating to planning and coordination of the annual Town Wide Clean-up.

COMMUNICATIONS

N/A

IMPLICATIONS OF DECISION

Town Administration would assume the coordination, communication and promotion of the Town Wide Clean-up event and seek support from residents and businesses in the community.

FINANCIAL IMPLICATIONS

N/A



TOWN OF LAMONT COUNCIL AGENDA <u>REQUEST FOR DECISION</u>

POLICY AND/OR LEGISLATIVE REFERENCES

Bylaw 02/20 Bylaw 08/19 MGA Section 145

ATTACHMENTS

Bylaw 02/20, Amending Bylaw to Bylaw 08/19 Bylaw 08/19, Council Committee Bylaw (original)

Report Prepared By: Dreena Guptill

Approved by CAO:



A BYLAW OF THE TOWN OF LAMONT IN THE PROVINCE OF ALBERTA

BYLAW 02/20

BEING A BYLAW OF THE TOWN OF LAMONT FOR THE PURPOSE OF AMENDING BYLAW 08/19.

WHEREAS, the *Municipal Government Act*, R.S.A. 2000 c.M-26, and any amendments thereto, authorizes Council to establish and amend Bylaw 08/19, the Council Committee Bylaw;

NOW THEREFORE the Council of the Town of Lamont, duly assembled, amends Bylaw 08/19 as follows:

- Remove section 3 (e) Town Wide Clean-up Recommending body to Council relating to planning and coordination of the annual Town Wide Clean-up.
- 2. That this Bylaw shall come into force and take effect upon the date of third reading.

READ A FIRST TIME THIS DAY OF _	, 20
Mayor	Chief Administrative Officer
READ A SECOND TIME THIS DAY O	F, 20
Mayor	Chief Administrative Officer
READ A THIRD TIME THIS DAY OF _	, 20
Mayor	Chief Administrative Officer



A BYLAW OF THE TOWN OF LAMONT IN THE PROVINCE OF ALBERTA

BYLAW 08/19

BEING A BYLAW OF THE TOWN OF LAMONT FOR THE PURPOSE OF ESTABLISHING COUNCIL COMMITTEES.

WHEREAS the *Municipal Government Act,* R.S.A. 2000 C.M.-26, and amendments thereto provides that a Council may establish by bylaw standing and special committees of Council and delegate powers and duties;

WHEREAS the Council of the Town of Lamont recognizes the value of committees to support and facilitate the achievement of Town of Lamont Strategic Plan;

NOW THEREFORE the Council of the Town of Lamont, hereby enacts the Council Committees Bylaw as follows:

BYLAW TITLE

1. This Bylaw is to be cited as the "Council Committee Bylaw".

DEFINITIONS

- 2. In this Bylaw, the following terms shall have the following meanings, unless the context specifically requires otherwise:
 - a. "Act" means the *Municipal Government Act,* R.S.A 2000, c. M-26, as amended;
 - b. "Agenda" is the order of items of business for a Meeting and the associated reports, bylaws or other document;
 - c. "Bylaw" is a Bylaw of the Town;
 - d. "Chair" means a person who has authority to preside over a Meeting;
 - e. "Committee" means a Council Committee, board, commission or other body established by Council under the *Municipal Government Act*;
 - f. "Council" means the Mayor and Councillors of the Town of Lamont duly elected pursuant to the provisions of the *Local Authorities Election Act;*
 - g. "Meeting" means a Meeting of Committee;
 - h. "Member" means an individual appointed under this bylaw as a member of the Council Committee;
 - i. "Member at Large" means a member of the public appointed by Council to a Committee of Council;
 - j. "Minutes" are the record of proceedings of a Meeting recorded in English language without note or comment;
 - k. "Municipal Representative" is a Town Staff person who is functionally responsibly for the work and provides administrative and technical support to the committee chair and its membership;
 - I. "Public Meeting" means a meeting of committee at which members of the public may attend, but which is not a public hearing; and
 - m. "Quorum" is a majority of those members appointed and serving on Committee.



- ESTABLISHMENT
 - 3. Council hereby establishes the following committees:
 - a. Governance and Priorities Committee Serves as an advisory body to Council. Meetings serve as an opportunity for Council to be provided with information on governance and policy matters and as an opportunity for Council to seek clarification on matters relating to Council business.
 - b. Parks and Recreation Committee Recommending body to Council relating to planning and design of parks and recreation use areas within the municipality.
 - c. Emergency Management Committee Under the terms of the provincial Emergency Management Act, a municipality is responsible for the direction and control of its emergency response and is required to appoint an Emergency Management Committee. Bylaw No. 09-15, Town of Lamont's Municipal Emergency Management Bylaw establishes this committee as well as including provisions for the other requirements as noted in the Emergency Management Act.
 - Economic Development Board Serves as an advisory body to Council and Administration of policies and potential actions or advice related to strategic goals and objectives of public services in the municipality.
 - Town Wide Clean-up Recommending body to Council relating to planning and coordination of the annual Town Wide Clean-up.
 - f. Weed Control Act Appeal Committee To hear and make decisions on an appeal concerning a notice issued against any land and/or personal property for the destruction or control of the named weed.
 - g. Agricultural Pest Act Appeal Committee To hear and make decisions on an appeal concerning a notice issued against the land, property, or livestock that contains or is likely to contain a pest or should be protected against a pest.

AUTHORITY OF COMMITTEES

- 4. A Committee shall have the authority to form ad hoc committees and task forces from among its members, to assist in carrying out its objectives and responsibilities under this Bylaw.
- 5. Ad hoc committees and task forces established by a Committee shall report to the Committee in a manner determined by the Committee.
- 6. A Committee shall not have the power to pledge credit of the Town of Lamont, to pass bylaws or to enter into any contractual agreements.

MEMBERSHIP

- 7. Committees shall be comprised of a number of participants, both Councillors and Members at Large, as indicated in the Committee Terms of Reference and approved by resolution of Council.
- 8. All Members of a Committee shall be appointed by Council, unless otherwise provided in the Committees Terms of Reference, shall be a resident in the Town of Lamont.



- Member at Large shall be appointed by Council to a Committee for a term specified in the Committee Terms of Reference that becomes effective January 1.
- 10. The Mayor shall be an ex-officio member of all committees and the Mayor, as such member of the committees, shall have all the powers and privileges of any member of the same, including the right to vote upon all questions to be dealt with by such committees.
- 11. It shall be the duty of the Municipal Representative to give notice of all meetings to all members of each committee, to attend, and ensure accurate minutes are kept.
- 12. The Municipal Representative shall not be a member of a Committee and may not vote on any matter.

TERM

- 13. Members at Large shall be appointed by Council for a two (2) year term, unless otherwise provided in the Committee Terms of Reference.
 - a. In order to ensure the continuity of membership appointments will be filled on a rotational basis.
- 14. Members at Large shall be encouraged to serve no more than two (2) consecutive terms.
- 15. Councillors shall be appointed to Committees annually at the Organizational meeting.
- 16. Where a Committee position is left vacant for any reason, Council may appoint a replacement for the remainder of that term.

COMMITTEE MEETINGS

- 17. At the first meeting of the Committee following the Organizational meeting of Council the committee will:
 - a. Appoint a Chair and Vice Chair; and
 - b. Create or review Committee Terms of Reference.
- 18. Committee meetings must be held in public.
- 19. Council Committees may close all or part of the Committee Meetings to the public if a matter to be discussed is within one of the exceptions to disclosure in Division 2 of Part 1 of the *Freedom of Information and Protection of Privacy Act*, Chapter F-25 RSA 2000.
- 20. When a Meeting is closed to the public no recommendation may be passed, except a recommendation to revert to a Meeting held in public.
- 21. In accordance with the MGA, all Members are required to keep in confidence matters discussed in closed session until the item is discussed at a Meeting held in public.

GENERAL PROVISIONS

- 22. Each Committee hereby established is deemed to be a Committee of Council shall be responsible and accountable to Council.
- 23. This Bylaw shall govern meetings of Committees hereby established by Council and shall be binding upon all Committee members whether Councillors or Members-at-Large.



- 24. Each Committee is hereby authorized to prepare a "Terms of Reference" document for recommendation to Council. The Terms of Reference must be approved by Council and will include, at a minimum, the requirements for quorum and voting, number and composition of membership, roles of members, process for preparation and circulation of an agenda and minutes, and a role of an appointment of the Chair of the Committee. The Terms of Reference may also provide guidance to roles, methods and frequency of communication between Council and Committees.
- 25. All members of the Committee, regardless of how they voted on an issue, should accept and support it as a Committee recommendation.
- 26. Committee Members who have a reasonable belief that they have a pecuniary interest (as defined in the MGA) in any matter before a committee or any board, commission, committee or agency to which they are appointed as a representative of, shall, if present, declare and disclose the general nature of the pecuniary interest prior to any discussion of the matter, abstain from discussions and voting on any question relating to the matter. Members of Committee shall remove themselves from the meeting room until the matter is concluded. The minutes shall indicate the declaration of disclosure, the general nature of pecuniary interest, the time at which the member left the room and the time they returned.
- 27. Reports by all active committees may be made to Council on an annual basis.
 - a. The reports of all committees shall be made to the Council prior to the same being given to the public. The powers of the Committees established by this Bylaw are restricted to providing recommendations to Council, unless the Committee's approved Terms of Reference, or legislation, specifically provides otherwise.
- 28. Nothing included in this Bylaw shall restrict or prevent Council from creating or constituting further or other committees not referenced in this Bylaw.

CHAIR

- 29. The Chair shall only hold office for one (1) year unless otherwise specified in the Committee Terms of Reference.
- 30. The Chair shall preside over all meetings for the Committee and decide on all points of order that arise.
- 31. In the absence of the Chair, one of the other Members shall be elected to preside and shall discharge the duties of the Chair during the Meeting, or until the arrival of the Chair.

Initials_



EFFECTIVE DATE

32. That this Bylaw shall come into force and take effect upon the date of third reading.

READ A **FIRST** TIME THIS _____ DAY OF _____, 20_____ A.D.

 Mayor
 Chief Administrative Officer

 READ A SECOND TIME THIS _____ DAY OF ______, 20_____ A.D.

 Mayor
 Chief Administrative Officer

 READ A THIRD TIME THIS _____ DAY OF ______, 20_____ A.D.

 Mayor
 Chief Administrative Officer

 READ A THIRD TIME THIS _____ DAY OF ______, 20_____ A.D.

 Mayor
 Chief Administrative Officer

 Chief Administrative Officer



TOWN OF LAMONT COUNCIL AGENDA REQUEST FOR DECISION

AGENDA ITEM: 5

5.3.

COUNCIL MEETING DATE: February 25, 2020

ITEM DESCRIPTION OR TITLE

Bylaw Enforcement Bylaw

RECOMMENDATION

- 1. That Council authorize the Mayor and CAO to execute the agreement between the Town of Lamont and the Town of Vegreville for Peace Officer Services.
- 2. That Council give first reading to Bylaw 04/20.
- 3. That Council give second reading to Bylaw 04/20.
- 4. That Council give unanimous consent to proceed to third reading of Bylaw 04/20.
- 5. That Council give third reading to Bylaw 04/20.

BACKGROUND

Bylaw enforcement has been identified as a priority for the community. The current practice of dealing with animal control enforcement is delegated to an independent contractor and the office staff deal directly with complaints that arise with all of the other municipal bylaws.

A review of the current service level was conducted and options for enforcement of all municipal bylaws was explored. Council previously authorized this decision during the 2020 budget process, wherein it was deemed that enhanced services would be beneficial.

Administration has been working with the Town of Vegreville to finalize the contract arrangement for the services we are requesting. The arrangement is for a Peace Officer to be present in the community for four (4) hours a week. The Town of Vegreville is currently providing other municipalities such as Tofield, Andrew and Mundare a similar service. It is felt that this option is appropriate and viable for the community.

In order to finalize the arrangement, the Town would need to execute the agreement and pass the Bylaw Enforcement Bylaw providing authorization of the contract arrangement.

COMMUNICATIONS

Communication will be provided to the public as to the process for submitting bylaw related concerns. Communication will be shared in different methods such as newsletter, and social media to ensure the process is clear and transparent for the residents.



TOWN OF LAMONT COUNCIL AGENDA REQUEST FOR DECISION

IMPLICATIONS OF DECISION

A change in process for Administration and a change to the public as to who to contact with bylaw issues. The transition will be effective on March 1st, 2020.

FINANCIAL IMPLICATIONS

The financial implications of entering into the agreement are between \$14,000 to \$16,500 for 2020. This item was included and approved within the 2020 budget by Council.

POLICY AND/OR LEGISLATIVE REFERENCES

MGA Section 7 & 555

ATTACHMENTS

- 1. Peace Officer Services Agreement
- 2. Bylaw 04/20, Bylaw Enforcement Bylaw
- 3. Bylaw 08/04, Bylaw Enforcement Bylaw (original)

Report Prepared By: Christine Beveridge, CAO

Approved by CAO:

PEACE OFFICER SERVICES AGREEMENT

BETWEEN:

TOWN OF VEGREVILLE

A Municipal Corporation in the Province of Alberta (hereinafter referred to as "the Town")

OF THE FIRST PART

-and-

TOWN OF LAMONT

A Municipal Corporation in the Province of Alberta (hereinafter referred to as "the Town of Lamont")

OF THE SECOND PART

WHEREAS the Town has employed and will continue to employ a Peace Officer to supply Peace Officer Services to the Town;

AND WHEREAS the Town of Lamont desires to enter into an agreement with the Town to obtain Peace Officer Services within the boundaries of the Town of Lamont;

AND WHEREAS the Peace Officer employed by the Town has been appointed by the Alberta Solicitor General as having jurisdiction to enforce specified statutes within the boundaries of the Town;

AND WHEREAS the Town and the Town of Lamont will seek from Alberta Solicitor General, the appointment of the Peace Officer thus having jurisdiction to enforce within the boundaries of the Town of Lamont those authorities granted by the Alberta Solicitor General;

AND WHEREAS the *Peace Officer Act, Statutes of Alberta, 2006, c. P-3.5* and amendments thereto, requires that an agreement be entered into between the Town and the Town of Lamont respecting that the provision of Peace Officer Services through the employment of a common Peace Officer;

NOW THEREFORE this Agreement witnesses that in consideration of the terms and conditions in this Agreement, the Town and the Town of Lamont agree as follows:

- 1. The term of this Agreement shall be in effect for the period commencing March 1, 2020 and expiring December 31, 2020.
- 2. The Town agrees to supply to the Town of Lamont, Peace Officer Services through the Peace Officer employed by the Town. The Peace Officer Services provided to the Town of Lamont shall mean:
 - Enforcement of Municipal By-laws within the boundaries of the Town of Lamont.
 - Enforcement of legislation as appointed, within the boundaries of the Town of Lamont.
 - Enforcement related educational programs when/where possible based on Peace Officer knowledge, skill set and available resources.

Fulfillment of the preceding:

- i) In accordance with the Town's Peace Officer Policies as amended from time to time.
- ii) In accordance with the attached Schedule "A" as amended from time to time.
- 3. Subject to the following, the Town agrees to supply Peace Officer Services as available for:
 - i) All court duties related to fines/notices issued within the provisions of Peace Officer Services;
 - ii) When possible, court duties will be scheduled to coincide with the Town court duties;
 - iii) Prosecution (lawyer) expenses related to Bylaws will be paid by the Town of Lamont.
- 4. The Town shall maintain general liability insurance coverage covering the Peace Officer Services provided under this Agreement with the Town of Lamont being added as named insured under the said coverage.

- 5. Subject to other provisions in this Agreement, the Town agrees to absorb all expenses associated with providing the Peace Officer Services in the Town of Lamont, including office supplies, equipment, training and education, uniforms, employee salary and benefits.
- 6. The Town agrees to indemnify and save harmless the Town of Lamont (agents, servants, officers, elected officials, or employees) with respect to any claim, action, suit, proceeding or demand including those relating to negligence, made or brought against the Town of Lamont (or any of them, their agents, servants, officers, elected officials, or employees) by any third party with respect to any occurrence, incident, accident or happening relating to the provisions of Peace Officer Services pursuant to this Agreement, excepting any occurrence, incident , accident involving negligence or intentional torts by the Town of Lamont (or any of them, their agents, servants, officers, elected officials, or employees).
- 7. The Town of Lamont agrees to indemnify and save harmless the Town (their agents, servants, officers, elected officials, or employees) with respect to any claim, action, suit, proceeding or demand including those relating to negligence, made or brought against the Town (or any of them, their agents, servants, officers, elected officials or employees) by any third party with respect to any occurrence, incident, accident, or happening relating to the provision of Peace Officer Services pursuant to this Agreement, excepting any occurrence, incident , accident , involving, negligence or intentional torts by the Town (or any of them, their agents, servants, officers, elected officials, or employees).
- 8. The Chief Administrative Officer of the Town of Lamont will receive from the Peace Officer [every three (3) months] a report on the services supplied by the Peace Officer to the Town of Lamont. These reports shall include the number of incident reports prepared, incident type and the number of public enforcement contacts. At minimum, monthly contact will be made with the Chief Administrative Officer of the Town of Lamont to review statistical reports and discuss areas of community concern.
- 9. The Town of Lamont acknowledges that any complaint received by it in writing, with respect to the provisions of Peace Officer Services by the Peace Officer pursuant to this Agreement, shall be immediately forwarded to the Town of Vegreville, to the attention of the Corporate Services Director. Any disciplinary action taken against the Peace Officer as a result of these complaints shall be administered by the Town as outlined in the "Discipline Policy".
- 10. If the appointment of the Peace Officer from the Alberta Solicitor General for jurisdiction of the Town of Lamont is terminated, then this Agreement will similarly be terminated immediately.

- 11. Notwithstanding Clause 10 above, either party may terminate this Agreement without cause by providing six (6) months written notice to the other party.
- 12. Notwithstanding anything contained within this Agreement, if, in the sole discretion of the Town, any representative of the Town of Lamont, which includes, but is not limited to, its agents, servants, officers, elected officials, and employees, interferes with the performance of the Town's obligations under this Agreement in any way whatsoever, the Town shall be entitled to terminate this Agreement by giving thirty (30) days' written notice to the Town of Lamont.
- 13. Fine revenues generated from enforcement activities within Corporate limits of the Town of Lamont shall be directed to the Town of Lamont.
- 14. The following Schedules attached hereto further make up the contents of this Agreement:
 - 1) Schedule "A" Patrol Hours and Rates

IN WITNESS OF THE FOREGOING, the parties have executed this Agreement as of the day and year set forth below.

Dated this \underline{N} day of \underline{FEB} , 20 \underline{R} at the Town of Vegreville, in the Province of Alberta.

Dated this _____ day of _____, 20___, at the Town of Lamont, in the Province of Alberta.

TOWN OF VEGREVILLE

All

MAYOR

Alling

CLIFF CRAIG, TOWN MANAGER

TOWN OF LAMONT

MAYOR

CHRISTINE BEVERIDGE, CHIEF ADMINISTRATIVE OFFICER

Lamont Agreement 2020

SCHEDULE "A"

Town of Lamont

January 1, 2020 to December 31, 2020

- 1. The patrol hours for the period of January 1st to December 31st, one (1) patrol per week at four (4) hours per patrol of Peace Officer Enforcement Services.
- The patrol hourly rates are:
 January 1 to December 31, 2020

\$75.73 per patrol hour

3. The mileage rates are:

January 1 to December 31, 2020

\$0.70 per kilometer



A BYLAW OF THE TOWN OF LAMONT IN THE PROVINCE OF ALBERTA

BYLAW 04/20

BEING A BYLAW OF THE TOWN OF LAMONT, IN THE PROVINCE OF ALBERTA, TO PROVIDE FOR THE CONTRACTING OUT OF BYLAW ENFORCEMENT SERVICES AND TO SPECIFY THE POWERS AND DUTIES OF BYLAW ENFORCEMENT OFFICERS AND ESTABLISH A DISCIPLINARY PROCEDURE

WHEREAS, Section 7(i) of the *Municipal Government Act* provides that a council may pass bylaws respecting the enforcement of bylaws;

AND WHEREAS, Section 210(1) of the *Municipal Government Act* provides that a council may, by bylaw, establish one or more positions to carry out the powers, duties and functions of a designated officer;

AND WHEREAS, Section 555 of the *Municipal Government Act* provides that a person who is appointed as a bylaw enforcement officer is, in the execution of enforcement duties, responsible for the preservation and maintenance of the public peace;

AND WHEREAS, Section 556 of the *Municipal Government Act* provides every council must, by bylaw, specify the powers and duties of bylaw enforcement officers and establish disciplinary procedures applicable to its bylaw enforcement officers;

AND WHEREAS, the Council for the Town of Lamont deems it advisable to contract out the provision of bylaw enforcement services to a service provider;

NOW THEREFORE, the Council for the Town of Lamont, duly assembled, enacts as follows:

PART 1 – INTERPRETATION

Short Title

1. This bylaw may be cited as the "Bylaw Enforcement Officer Bylaw."

Definitions

- 2. In this Bylaw, unless the context otherwise requires:
 - (a) "Bylaw Enforcement Officer" means an individual, who is not an employee of the Town, who has been appointed as a Bylaw Enforcement Officer pursuant to this Bylaw and in accordance with the terms of the agreement between the Town and the Contracted Service Provider;
 - (b) **"Chief Administrative Officer" or "CAO"** means the individual appointed by Council as the Chief Administrative Officer of the Town or his or her delegate;



- (c) "Contracted Service Provider" means any third-party engaged by the Town and under current contract to provide bylaw enforcement services on behalf of the Town and may include, without limitation, another municipality, an individual, corporation, partnership or other legal entity;
- (d) "Town" means the municipal corporation of the Town of Lamont, in the Province of Alberta or, if the context requires, the geographical area within the boundaries of the municipality;
- (e) "**Municipal Tag**" means a tag or similar document issued by the Town pursuant the *Municipal Government Act* that alleges a bylaw offence and provides a person with the opportunity to pay an amount to the Town in lieu of prosecution for the offence;
- (f) **"Violation Ticket**" has the meaning given to it in the *Provincial Offences Procedure Act*.

Rules of interpretation

- 3. The headings in this Bylaw are for guidance purposes and convenience only.
- 4. Every provision in this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.
- 5. In this Bylaw, a citation of or reference to any enactment of the Province of Alberta or of Canada, or of any other bylaw of the Town, is a citation of or reference to that enactment or bylaw as amended, whether amended before or after the commencement of the enactment or bylaw in which the citation or reference occurs.
- 6. Nothing in this Bylaw relieves a person from complying with any provision of any provincial or federal legislation or regulation, other bylaw or any requirement of any lawful permit, order or licence.

PART 2 – CHIEF ADMINISTRATIVE OFFICER

Powers and duties

- 7. The Chief Administrative Officer:
 - (a) is authorized to enter into agreement on behalf of the Town, from time to time, with a Contracted Service Provider, on such terms and conditions as the Chief Administrative Officer deems advisable, subject only to the Council-approved budget;
 - (b) may appoint one or more individuals as Bylaw Enforcement Officers in accordance with this Bylaw;
 - (c) may revoke, suspend, or modify the appointment of a Bylaw Enforcement Officer in accordance with this Bylaw and subject to the terms and conditions of the agreement between the Town and the Contracted Service Provider;

Initials



- (d) may authorize or require Bylaw Enforcement Officers to carry out any powers and duties necessary to fulfill their responsibility for the preservation and maintenance of the public peace;
- (e) may establish the standards of uniform, insignia, and identification for Bylaw Enforcement Officers, which may include adopting the uniform, insignia and identification of the Contracted Service Provider with their consent;
- (f) will ensure complaints of misuse of power by Bylaw Enforcement Officers are investigated and disposed of by the Contracted Service Provider,
- (g) will report on, or ensure the Contracted Service Provider reports on, the status and effectiveness of bylaw enforcement within the Town, when requested to do so by Council; and
- (h) may delegate any of the CAO's powers, duties, or functions contained in this section to any employee of the Town, including the option to further delegate those powers, duties, and functions.

PART 3 – BYLAW ENFORCEMENT OFFICERS

Oath of office

8. A Bylaw Enforcement Officer must, before starting his or her duties, take the official oath prescribed by the *Oaths of Office Act* as set out in Schedule "A" of this Bylaw.

Powers and duties

- 9.
- (1) Subject to the terms and conditions of their appointment by the CAO, and the terms and conditions of the agreement between the Town and the Contracted Service Provider, the powers and duties of Bylaw Enforcement Officers are as follows:
 - (a) to enforce the bylaws of the Town;
 - (b) to provide public education on the Town's bylaws and enforcement services;
 - (c) to conduct routine patrols to ensure compliance with bylaws;
 - (d) to respond to and investigate complaints and alleged breaches of bylaws;
 - (e) to exercise all the powers and duties of a designated officer to conduct any inspections, remedies, or enforcement authorized or required by a bylaw or enactment in accordance with Section 542 of the *Municipal Government Act*;
 - (f) to exercise all the powers and duties of a designated officer to issue written orders pursuant to Section 545 and 546 of the *Municipal Government Act*;



- (g) to issue warning notices, Municipal Tags and Violation Tickets for offences under bylaws;
- (h) to assist in the prosecution of bylaw offences, including the gathering of evidence, the swearing of complaints, preparation of prosecution files, ensuring the attendance of witnesses, and attending in court and providing evidence as required;
- (i) to perform all other duties as may from time to time be assigned by the CAO.
- (2) Bylaw Enforcement Officers must comply with their appointment and exercise their powers and duties in accordance with all applicable Town bylaws, policies, procedures, and guidelines.

Officer identification

10. While acting in the course of their duties Bylaw Enforcement Officers shall carry on their person identification, in a form approved by the CAO, evidencing their appointment as a Bylaw Enforcement Officer.

Appointment ceases to be in effect

- 11. A Bylaw Enforcement Officer's appointment ceases to be in effect:
 - (a) when the Bylaw Enforcement Officer ceases to be engaged by the Town in the capacity of a Bylaw Enforcement Officer,
 - (b) when the Bylaw Enforcement Officer's appointment is revoked in accordance with this Bylaw, or
 - (c) while the Bylaw Enforcement Officer's appointment is suspended in accordance with this Bylaw.
- 12. Upon a Bylaw Enforcement Officer appointment ceasing to be in effect, other than when suspended, the Bylaw Enforcement Officer shall immediately return to the CAO any uniforms, equipment, Municipal Tag and Violation Ticket books, appointment certificates, and all other materials or equipment supplied to the Bylaw Enforcement Officer by the Town.

PART 4 – MISUSE OF POWER

Complaints

13.

- (1) If a person believes that a Bylaw Enforcement Officer has misused their power, the person may file a complaint in accordance with this Part.
- (2) A complaint made under subsection (1) must:
 - (a) be in writing,
 - (b) include the full name of the complainant,

Aberto

Town of Lamont

- (c) include contact information for the complainant,
- (d) indicate the reasons for the complaint and,
- (e) be sent to the Town, attention: Chief Administrative Officer
- (3) Upon receipt of a complaint, the Chief Administrative Officer shall forward the complaint to the Contracted Service Provider for investigation and disposition in accordance with the Contracted Service Provider's discipline policy.

General

- 14. That Bylaw 08/04 and any amendments are hereby repealed.
- 15. This bylaw shall come into force when it has received third and final reading and has been signed.

READ A FIRST TIME THIS DAY OF _	, 20
Mayor	Chief Administrative Officer
READ A SECOND TIME THIS DAY C	DF, 20
Mayor	Chief Administrative Officer
READ A THIRD TIME THIS DAY OF	, 20
Mayor	Chief Administrative Officer



Town of Lamont

SCHEDULE "A"

OATH OF OFFICE

[If swearing in accordance with section 2 of the Oaths of Office Act]

I, ______ swear that I will diligently, faithfully and to the best of my ability execute according to law the office of Bylaw Enforcement Officer for the Town of Lamont.

So help me God.

SWORN BEFORE ME at the o	f)	
, in the Province of	of)	
Alberta, this day of,)	
20)	
)	
)	
A Commissioner for Oaths)	Signature of Bylaw Enforcement Officer
in and for the Province of Alberta	ý	

--- OR ---

[If solemnly affirming in accordance with section 4 of the Oaths of Office Act]

I, ______ solemnly affirm that I will diligently, faithfully and to the best of my ability execute according to law the office of Bylaw Enforcement Officer for the Town of Lamont.

AFFIRMED BEFORE ME at the of, in the Province of Alberta, this day of,)))
20	
A Commissioner for Oaths) Signature of Bylaw Enforcement Officer
in and for the Province of Alberta	

THE TOWN OF LAMONT

BY-LAW NO. 08/04

By-law Enforcement Officer By-law

A By-law Appointing and Setting Out the Powers and Duties of a By-law Enforcement Officer

WHEREAS the Municipal Government Act s. 111.1 requires a Council to, by By-law, set out the powers and duties of and disciplinary procedures applicable to its Bylaw Enforcement Officers:

NOW THEREFORE, the Municipal Council of the Town of Lamont enacts as follows:

DEFINITIONS

This bylaw shall be known as the "Bylaw Enforcement Officer By-law."

The following definitions shall apply when used within this By-law:

- (a) **By-law**: a By-law of the Town of Lamont
- (b) **Contract By-law Enforcement Officer**: a person who is not an employee of the Town but under contract with the Town appointed pursuant to this Bylaw as a Contract By-law Enforcement Officer;
- (c) **Town**: the Town of Lamont in the Province of Alberta;
- (e) **Council**: the Council of the Town of Lamont;
- (f) **Offense Ticket**: any ticket or tag which is authorized the Municipal Government Act and is in a form approved or is authorized under the Provincial Offenses Procedures Act, issued for any bylaw offense in which a penalty may be paid out of court in lieu of appearing to answer a summons;
- (g) **Notice:** any notice authorized to be given under any Town By-law.

CONTRACT BYLAW ENFORCEMENT OFFICER

The Council may appoint a Contract By-law Enforcement Officer.

The Contract By-law Enforcement Officer shall execute the form of contract set out in Schedule "A" which is attached hereto and forms part of this By-law. The duties of Contract By-law Enforcement Officer shall be as set out in the contract.

The appointment of any Contract By-law Enforcement Officer may be terminated, without prior notice, by the Town Manager or by resolution of Council.

<u>GENERAL</u>

Any previous Bylaws Appointing and Setting Out the Powers and Duties of a By-law Enforcement Officer are hereby rescinded.

This By-law shall remain in full force and effect until amended or repealed.

The Mayor and Chief Administrative Officer are hereby authorized to sign this By-law.

This By-law shall come into force and effect upon third reading by Council.

READ a first time on April 27, 2004.

READ a second time on April 27, 2004.

READ a third time with the unanimous consent of the Council members present and passed on April 27, 2004.

Mayor

Chief Administrative Officer

Schedule "A"

THIS AGREEMENT made this 28th day of April A.D. 2004,

BETWEEN:

THE TOWN OF LAMONT A Municipal Corporation

(hereinafter referred to as the "TOWN")

- and –

TERRY ROCKWELL

A Contract Bylaw Enforcement Officer (hereinafter referred to as the "Officer")

WHEREAS the Municipal Government Act, Chapter M-26.1, S.A. 1994, as amended, provides that the Council of a municipality may appoint bylaw enforcement officers for the purpose of the enforcement of the By-laws of the municipality;

AND WHEREAS TERRY ROCKWELL desires appointment as a Contract Bylaw Enforcement Officer to enforce the Town of Lamont's By-laws;

NOW THEREFORE, in consideration of One Dollar (\$1.00) paid by the Town to the Officer, the receipt of which is hereby acknowledged, and the terms and covenants as set out herein, the Town and Contractor hereby agree as follows:

AUTHORITY OF THE OFFICER

The Officer is hereby authorized to, and shall, issue offense tickets or have tickets issued on his behalf by the Town Manager, for violation of the following Town of Lamont By-laws:

Parking By-law Animal Control By-law Property Standards By-law Snow Removal By-law

The Officer has all of the following powers and duties.

- (a) to enforce the By-laws which the Officer is authorized to enforce;
- (b) to follow the directions of the Town Manager and to report to the Town Manager as required;
- (c) to respond to and investigate complaints;
- (d) to conduct routine patrols;
- (e) to issue notices and offense tickets;
- (f) to assist in the prosecution of bylaw contraventions including appearances in court to provide evidence;

This agreement shall commence on the date the officer is sworn in as a Contract By-law Enforcement Officer.

The agreement shall continue in effect until:

- (a) notice of termination is given by the Officer; or
- (c) the appointment of the Officer is terminated by the Town Manager or by resolution of Council.

COMPENSATION

The Officer shall be paid One Hundred Ninety (\$190.00) Dollars per patrol or such other amount as authorized by resolution of Council.

WAIVER AND INDEMNIFICATION

The Town shall not be responsible for any claim, charge, loss or damage suffered by any person as a result of any act or omission of the Contractor.

DESIGNATION

Any time this Agreement gives to the By-law Enforcement Officer the authority, power or duty to carry out an action or functions, the Town Manager may designate another Town employee to carry out that action or function on his behalf.

Town Manager

ion Mh Signature

 $\frac{\int O M}{Printed Name}$ MILLER

Contract By-law Enforcement Officer

reek

malica

Signature



TOWN OF LAMONT COUNCIL AGENDA REQUEST FOR DECISION

AGENDA ITEM: 5

5.4.

COUNCIL MEETING DATE: February 25, 2020

ITEM DESCRIPTION OR TITLE

Safety Codes Council – 2016 Quality Management Plan update

RECOMMENDATION

That Council approve the 2016 Quality Management Plan.

BACKGROUND

A Quality Management Plan (QMP) is a document in which an organization (e.g. municipality, regional services commission, corporation, agency) describes the disciplines (or parts of disciplines) and extent of safety services it intends to provide when it becomes accredited.

The Quality Management Plan consists of the following:

- Details of the discipline(s) and the components of the *Safety Codes Act* the organization seeks to administer.
- A statement committing senior management to the plan.
- An organization chart outlining operational structures and reporting responsibilities.
- An outline of safety policies and standards and the processes for ensuring compliance.
 - Ensuring the minimum number of inspections are met at the indicated installation stage as per type installation.
 - Review of plans (if applicable).
 - Verification of compliance and resolution of non-compliance (variances and orders).
- A strategy that ensures the ability of a safety codes officer to make decisions without undue influence from management or elected officials.

The Town of Lamont contracts safety codes officers from the Inspections Group to issue permits for all of the safety disciplines (building, gas, electrical and plumbing).

The Town of Lamont completed and submitted the Annual Internal Review to the Safety Codes Council for approval. At that time, it was recommended that the Town update the QMP from 2013 to the 2016 version.



TOWN OF LAMONT COUNCIL AGENDA <u>REQUEST FOR DECISION</u>

Changes include the recent addition of required information (new home warranty certificates and registration of contractors, applied by the Province of Alberta), required documents have been included in the QMP. In addition, the required number of development inspections has increased for some disciplines and required completion timeframes has been adjusted accordingly. These changes ensure increased opportunity for the Safety Codes Officer's professional and trained opinions. We will continue to have a clear and defined scope of expectations and provide an increased range of safety services for contractors and the residents.

The 2016 QMP reflects the most current standards that accredited organizations are expected to be met.

COMMUNICATIONS

With Council's approval, Administration will advise the Safety Codes Council.

IMPLICATIONS OF DECISION

N/A

N/A

FINANCIAL IMPLICATIONS

POLICY AND/OR LEGISLATIVE REFERENCES

Safety Codes Act, RSA 2000, c.S-1

ATTACHMENTS

2016 Quality Management Plan

Report Prepared By: Betty Malica

Approved by CAO:

Town of Lamont

Quality Management Plan

Town of Lamont

Quality Management Plan

This Quality Management Plan that includes Schedule A – Scope and Administration, Schedule B – Operational Requirements and Schedule C – Technical Discipline Service Delivery Standards has been accepted by the Administrator of Accreditation.

Administrator of Accreditation

Date



Table of Contents

1.0 SCOPE OF ACCREDITATION	3
BUILDING	3
ELECTRICAL	3
PLUMBING	
GAS	
FIRE	3
2.0 QUALITY MANAGEMENT PLAN ADMINISTRATION	
2.1 PERSONNEL	
2.2 FREEDOM OF INFORMATION AND CONFIDENTIALITY	
2.3 COUNCIL LEVY	
2.4 RECORDS	
2.5 REVISIONS	
2.0 FERMITS / FERMISSIONS ADMINISTRATION	7
2.8 DECLARATION OF STATUS	
2.9 Organizational Chart	
2.10 MUNICIPALITY AGREEMENT	9
2.11 MUNICIPALITY QMP MANAGER INFORMATION	
2.12 NOTICES	9
3.0 OPERATIONAL REQUIREMENTS	11
3.1 SCOPE OF SERVICES	11
3.2 INTERDISCIPLINARY TECHNICAL COORDINATION	12
3.3 Orders	
3.4 EMERGENCY SITUATIONS	
3.5 ALTERNATIVE SOLUTIONS / VARIANCES	
3.6 PERMIT ADMINISTRATION	
3.6.2 Required terms of permit issuance	13
3.6.3 Terms and Conditions of Permit	14
3.6.4 Annual Permits	
3.6.5 Permit Expiry	15
3.6.6 Permit Timeframe Extension	
3.6.7 Permit Services Report (PSR)	15
3.6.8 Permit Refusal, Suspension, or Cancellation	16
3.7 SITE INSPECTIONS/INSPECTION REPORTS	
3.8 NO-ENTRY POLICY	
3.10 INVESTIGATION OF AN UNSAFE CONDITION, ACCIDENT, OR FIRE	
4.0 TECHNICAL DISCIPLINE SERVICE DELIVERY STANDARDS	
4.1 SCHEDULE C.1 BUILDING 4.2 SCHEDULE C.2 ELECTRICAL AND ELECTRICAL UTILITY	
4.2.1 Electrical Utility	
4.3 SCHEDULE C.3 PLUMBING	28
4.4 SCHEDULE C.4 GAS	
4.5 SCHEDULE C.5 FIRE	32
4.5.1 Method 1	
4.5.2 Method 2	34

Schedule A

Scope and Administration

1.0 SCOPE OF ACCREDITATION

The *Town of Lamont,* herein referred to as "The Municipality" will administer the Safety Codes Act (Act) including the pursuant regulations and codes and standards, and Alberta Amendments that are in force and applicable in the following technical discipline(s) within their jurisdiction:

BUILDING			
	All parts of the:		
	Alberta Building Code, and		
	National Energy Code of Canada for Buildings.		
	Only those parts of the Alberta Building Code pertaining to small buildings being 3 storeys or less in height, having a building area of 600m ² or less and used as major occupancies classified as Group C - residential, Group D - business and personal services, Group E - mercantile, or Group F2 and F3 - medium and low hazard industrial		
ELECTRICAL			
	 All parts of the: Canadian Electrical Code Part 1, and Code for Electrical Installations at Oil and Gas Facilities; and/or 		
	Alberta Electrical Utility Code		
PLUMBING			
	All parts of the:		
\boxtimes	 National Plumbing Code of Canada, and 		
	Private Sewage Disposal System Standard of Practice.		
GAS	I		
	All parts of the:		
\boxtimes	Natural Gas and Propane Installation Code,		
	Propane Storage and Handling Code, and		
	Excluding the:		
	 Installation Code for Propane Fuel Systems and Tanks on Highway Vehicles, and 		
	 Natural Gas for Vehicles Installation Code – Part 1Compressed Natural Gas. 		
FIRE			
	All parts of the:		
	 Alberta Fire Code, and Fire Investigation (cause and circumstance) 		
	• File investigation (cause and circumstance) Or		
	All parts of the:		
	Alberta Fire Code except for those requirements pertaining to the installation,		
	alteration, and removal of the storage tank systems for flammable liquids and		
	combustible liquids,		
	Fire Investigations (cause and circumstance)		
	Fire Prevention Programs (optional)		
	Public education		

2.0 Quality Management Plan Administration

Town of Lamont

The Municipality is responsible for the administration, effectiveness and compliance with this Quality Management Plan (QMP).

The Municipality will provide permitting, inspection and compliance monitoring services through its own staff and/or one or more accredited agencies. The Municipality will ensure that sufficient personnel, both administrative and technical, will be available to meet obligations and respond to the workload as required for quality administration of the Act and all applicable regulations and codes and standards within, as required by this QMP. All services will be performed in compliance with this QMP, in an effective, timely, professional and ethical manner, and with impartiality and integrity while working co-operatively with owners and/or the owner's representative(s).

The Municipality recognizes that should the required services be provided by an accredited agency, the Municipality will ensure that a formal contract for services is in place. The Municipality understands that they are responsible to effectively manage the contract with the accredited agency to ensure that the accredited agency is adhering to the service delivery standards of the approved QMP of the Municipality. Contracts with accredited agencies will include a statement that ensures that all SCOs will have the right to work in atmosphere free of undue influence and hold the discretionary authority to perform their duties as outlined in the Act.

The Municipality will maintain an atmosphere that supports objective and unbiased decisions. All Safety Codes Officers (SCOs) working for the Municipality will have the ability and opportunity to independently make decisions relative to compliance monitoring, without undue influence of management, appointed or elected officials, or any other party.

The Municipality recognizes that the Safety Codes Council herein referred to as the "Council" or its representative may review/audit for compliance to this QMP, the Act, and Council policies. The Municipality will fully cooperate with the Council on matters that relate to the administration of the QMP including the review and audit process. The Municipality recognizes that the Council has full and unfettered access to all records of the Municipality relating to the provision of services under this QMP including the right to enter the Municipality premises at any reasonable time in order to inspect, review, audit, or retrieve such records. The Municipality will implement the recommendations of the reviewer/ auditor and the Administrator of Accreditation.

The Municipality, in the event that it ceases to administer the Act for any new thing, process, or activity to which the Act applies, will retain the responsibility for services provided under the Act while accredited, including the administration and completion of services for permits issued.

The Municipality has identified a QMP Manager who is responsible for the administration of the QMP.

The Municipality recognizes that failure to follow this QMP may result in suspension or cancellation of the Municipality's accreditation.

2.1 Personnel

The Municipality will employ, retain, or otherwise engage:

- SCOs who are appropriately certified and designated to carry out the provisions of the QMP, and
- persons knowledgeable with the Act, regulations, codes, standards, Council policies, and other applicable legislation relative to the services to be provided.

SCOs shall have authority and freedom of discretion to:

- provide safety codes consultation,
- review plans,
- issue permits,
- carry out an inspection for anything, process, or activity to which this Act applies for the purpose of ensuring compliance with the Act,
- issue reports and correspondence,
- accept verification of compliance,
- review alternative solution proposals,
- issue variances,
- issue Orders,
- engage in enforcement action,
- conduct investigations,
- require professional engagement, and
- re-inspect.

A registry of all SCOs and permit issuers whether employed or through a contracted accredited agency, that provide services pursuant to this QMP will be maintained and made available to the Council or auditors upon request. This registry will include SCO certification level(s) and designation of powers.

The Municipality acknowledges the responsibilities of the SCOs and the requirement to obtain training to maintain SCO certification.

The Municipality will ensure that its employed SCOs will attend update training/development as required by the Council to maintain current SCO certification and competency including but not limited to changes in:

- the Act,
- regulations under the Act,
- codes and standards mandated by the Act,
- procedures under the Act,
- Council policies and directives,
- Administrator directives,
- assigned duties, and
- professional development.

The Municipality will ensure that all staff, SCOs, permit issuers, and contract personnel performing duties under the Act are aware of the content of this QMP and any revisions. The Municipality will ensure its officers, staff, SCOs, contracted personnel, and contracted accredited agencies have access to a copy of this QMP, the Act, and regulations. The Municipality will train its involved staff and SCOs in the requirements of this QMP, and maintain the training records on the employee file.

The Municipality will ensure that the employed SCO(s) and staff follow the QMP.

2.2 Freedom of Information and Confidentiality

The Municipality will ensure that all staff, SCOs, permit issuers, and contracted personnel preserve confidentiality with respect to all information and documents that come to their knowledge from their involvement with the administration of this QMP. The Freedom of Information and Protection of Privacy Act apply to all information and records relating to, created, or collected under this QMP.

2.3 Council Levy

The Municipality will collect the Council levy for each permit or service provided under the Act, and remits the levy to the Council in the manner and form prescribed by the Council.

2.4 Records

The Municipality will maintain a file system for all records associated to administration of the Act and services provisions within the QMP including:

- permit applications and permits,
- plans, specifications, and other related documents,
- new home warranty verification as applicable,
- licensed residential builder verification as applicable,
- plans review reports,
- requests for inspections and services,
- inspection reports,
- investigation reports including supporting documentation,
- verifications of compliance,
- variances including application and supporting documentation,
- orders,
- Permit Services Reports (PSRs),
- related correspondence,
- a registry of contracts that relate to the administration of the QMP including any contracts with accredited agencies, and
- all other information that may be related to the administration of the Act.

The Municipality will retain the files and records for a period no less than three (3) years in accordance to Council policy or in accordance to the Municipality's records retention policy, whichever is greater.

All records and other material related to the services provided under the administration of this QMP are the property of the Municipality. Any records where an accredited agency (s) was involved will be returned to the Municipality within a reasonable time of completion of the service or upon request of the municipality.

2.5 Revisions

Revisions to the Scope, Administration, or Service Delivery Standard require resolution from the Municipality's Council. Revisions to the Operational Requirements or applicable forms used require the acceptance by the Chief Administrative Officer responsible for this QMP. All revisions require approval by the Administrator of Accreditation.

The Municipality will:

- maintain a registry of the SCOs and contracted accredited agencies that have been provided with a copy of this QMP and amendments, and
- immediately distribute copies of approved amendments to all registered holders of this QMP.

2.6 Permits / Permissions Administration

The Municipality will collect all information required by the permit regulation and as outlined in the operational requirements section of this QMP.

Permissions for the purpose of administering the Act, is deemed to be the same as a permit.

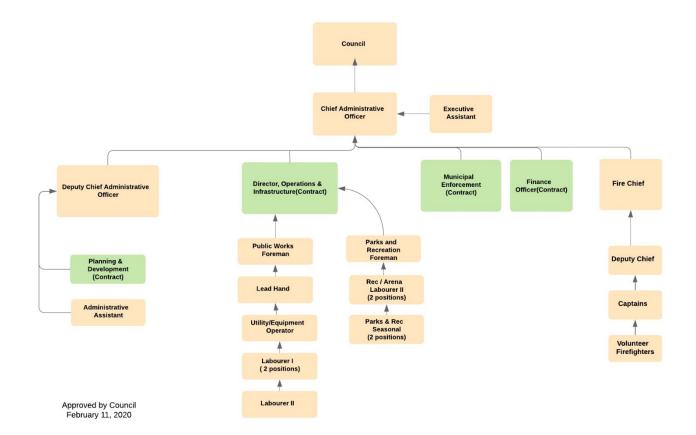
2.7 Annual Internal Review

The Municipality will conduct an annual internal review to evaluate the compliance and effectiveness of the municipality, staff, and QMP with respect to the administration of the municipality's accreditation. At the conclusion of the internal review, the Municipality will provide to the Council a summary comprised of all findings of the review including any successes, areas for improvement, and the methodology used to achieve improvement or correction signed by the Chief Administration Officer and the designated QMP Manager.

The annual internal review will be submitted to the Council no later than the last day of March, reporting on the previous calendar year of safety codes administration.

2.8 Declaration of Status

The Municipality will ensure that any or all SCOs, staff, or officers, whether employed, retained or otherwise engaged by an accredited agency, will be an unbiased third party in any services provided under this QMP. This includes participation in any design, construction, installation or investigation activities for projects where they also provide compliance monitoring.



Town of Lamont Organizational Chart

The above organizational structure including the use and reporting relationship of accredited agencies only applies with respect to the administration of this QMP

2.10 Municipality Agreement

In accordance with Council Resolution #_____ of **February 25, 2020** the **Town of Lamont** hereby provides agreement and signature to this QMP.

The Municipality hereby provides/acknowledges agreement, commitment, and adherence to this QMP.

Signature – Chief Administrative Officer	Signature - Chief Elected Official		
Christine Beveridge, Chief Administrative Officer	Bill Skinner, Mayor		
Name & Position Title	Name & Position Title		
Date	Date		
Christine.b@lamont.ca	<u>bill.s@lamont.ca</u>		
Email Address	Email Address		
Town of Lamont	Box 330, Lamont, AB T0B 2R0		
Name of Municipality	Municipality Address		
780-895-2010	780-895-2595		
Phone Number	Fax Number		
2.11 Municipality QMP Manager Informat	ion		
Dawn Nielsen, Deputy Chief Administrative Officer	dawn.n@lamont.ca		
Name and Title of QMP Manager	Email Address		
Town of Lamont	Box 330, Lamont, AB T0B 2R0		
Name of Municipality	Municipality Address		
780-895-2010	780-895-2595		
Phone Number	Fax Number		
2.12 Notices			

Any correspondence with regard to this QMP will be forwarded to both the Chief Administrative Officer and the QMP Manager of the Municipality.

Schedule B

Operational Requirements

3.0 Operational Requirements

3.1 Scope of Services

The operational requirements establishes responsibilities and processes in order to provide compliance monitoring services under the Act, applicable regulations, and Council policy including as applicable but not limited to:

- code advice:
 - construction,
 - building upgrade programs,
 - development and implementation of fire safety plans, and
 - storage of dangerous goods.
- plans examinations:
 - new construction,
 - building upgrade programs,
 - residential secondary suites, and
 - fire safety plans with emphasis to addressing the risk to occupied residential buildings.
- permit/permission issuance:
 - construction,
 - renovations/alterations/reconstruction/demolition/additions, or other changes
 - occupancy permit
 - occupancy load certificates,
 - storage tank systems for flammable liquids and combustible liquids installation, alteration or removal, and
 - storage, purchase or discharge of fireworks.
 - compliance inspections of work and occupancy:
 - construction,
 - renovations/alterations/reconstruction/additions,
 - occupancy loads and changes in occupancy,
 - fire safety plan practices with emphasis to addressing the risk to occupied residential buildings,
 - follow-up inspections of deficiencies and unsafe conditions,
 - post-occupancy of facilities identified, and
 - special or other activities addressed in the codes or at the discretion of the SCO.
- alternative solutions/variances,
- verification of compliance (VOC),
- collection and remittance of Council levies,
- issuance of Permit Services Reports,
- investigations, and
- maintain files and records.

3.2 Interdisciplinary Technical Coordination

An effective safety codes system requires cooperation between technical disciplines.

Where possible or appropriate, SCOs from all technical disciplines will discuss/interact in relation to:

- inspections,
- subdivision applications,
- development permits,
- plans reviews,
- occupancy permits,
- occupancy load certificates,
- enforcement,
- closure of files, and
- areas of mutual interest.

3.3 Orders

A SCO will issue and serve an order in accordance with the Act, the Administrative Items Regulation, and Council policy. Orders will be in the format prescribed by the Council. Upon compliance with an Order, a notice of compliance will be provided to the person(s) to whom the Order was served and to the Council.

A SCO will:

- prior to issuing an Order, first make every reasonable effort, including consultation with the QMP Manager or designate, to facilitate conformance with the Act,
- issue an Order if the SCO is of the opinion that all other reasonable efforts to obtain compliance with the act have failed,
- issue an Order in accordance with the Act, the Administrative Items regulation and Council policies,
- on issuance of an Order, immediately provide a copy to the Municipal QMP Manager or designate and the Council,
- a copy of the Order will be provided to the Council within 30 days of issuance,
- monitor the Order for compliance, and
- issue written acknowledgement of Order being satisfied to all parties to whom the originating Order was served and to the Council.

Orders may be appealed in accordance with the Act and Council policy.

The enforcement of an Order is the responsibility of the Municipality. It is the purview of the Municipality to escalate enforcement measures as necessary.

3.4 Emergency Situations

If a SCO is, on reasonable and probable grounds, of the opinion that there is an imminent serious danger to persons or property because of any thing, process or activity to which the Act applies or because of a fire hazard or risk of explosion, the SCO may take any action that they consider necessary to remove or reduce the danger.

3.5 Alternative Solutions / Variances

A SCO may review an alternative solution proposal and issue a site or instance specific variance from a code or referenced standard if the SCO is of the opinion that the alternative solution proposal / variance provides approximately equivalent or greater safety performance with respect to persons and property as that provided for by the Act. An alternative solution proposal / variance will not remove or relax an existing rule, nor be intended to provide product approval.

An alternative solution proposal / variance will be issued in accordance with the Act and Council policy. An alternative solution proposal / variance will be in the format prescribed by the Council.

A request for a variance must:

- be made in writing,
- be signed by the owner or the owner's representative, and
- include support documentation that demonstrates that the variance requested provides equivalent or greater level of safety that is identified by the code, standard or regulation.

A SCO may only make a decision respecting an alternative solution proposal / variance after having thoroughly researched the subject matter.

A copy of an approved variance will be provided, within 10 days of issuance, to the:

- owner,
- contractor if applicable,
- Council, and
- the Municipality.

3.6 Permit Administration

3.6.1 Permit Applications

An application for a permit and any information required to be included with the application must be submitted in a form and in a manner satisfactory to the SCO and/or permit issuer. The application must include the following information:

- (a) state the use or proposed use of the premises,
- (b) clearly set forth the address or location at or in which the undertaking will take place,
- (c) the owner's name and contact information,
- (d) any further information as required to enable the SCO and/or permit issuer to determine the permit fee,
- (e) describe the undertaking, including information, satisfactory to the SCO and/or permit issuer, regarding the technical nature and extent of the undertaking,
- (f) set out the name, complete address, telephone number and evidence of credentials required of the permit applicant, together with the written or electronic signature of the permit applicant,
- (g) for a permit for the building discipline:
 - i. state the type of occupancy,
 - ii. set out the prevailing market value of the undertaking,
 - iii. if a structure is to be installed on a temporary basis, as determined by the permit issuer, state the period for which the structure will be installed,
- (h) include a method of payment of fees acceptable to the permit issuer,

- (i) include any further information that the SCO and/or permit issuer considers necessary, including the provision of:
 - i. a site plan that shows the actual dimensions of the parcel of land and the location of the proposed undertaking in relation to the boundaries of the parcel of land and other buildings on the same parcel of land,
 - ii. copies of plans and specifications for the proposed undertaking,
 - iii. documentation required to verify information provided by the applicant, and
- (j) A Freedom of Information and Protection of Privacy Act (FOIPP) statement that meets the requirements of FOIPP as per the following example will be included on the permit application:

"The personal information provided as part of this application is collected under the Safety Codes Act and the Municipal Government Act and in accordance with the Freedom of Information and Protection of Privacy Act. The information is required and will be used for issuing permits, safety codes compliance verification and monitoring, and property assessment purposes. The name of the permit holder and the nature of the permit is available to the public upon request. If you have any questions about the collection or use of the personal information provided, please contact the Municipality."

3.6.2 Required terms of permit issuance

Permits will include the following information:

- a permit number or other unique identifier that has been assigned by the permit issuer to the undertaking,
- the date on which the permit is issued,
- the name of the owner and/ or the person to whom the permit has been issued,
- where the undertaking is to take place,
- a description of the undertaking or portion of the undertaking governed by the permit, and
- contain any other information that the SCO and/or permit issuer considers necessary.

3.6.3 Terms and Conditions of Permit

A permit may contain terms and conditions that include but are not limited to:

- requiring permission be obtained from the SCO before occupancy or use of the construction, process or activity under the permit,
- setting the date on which the permit expires,
- setting a condition that causes the permit to expire,
- setting the period of time that the undertaking may be occupied, used or operated,
- setting the scope of the undertaking being permitted,
- setting the location or locations of the undertaking being permitted,
- setting the qualifications of the person responsible for the undertaking and/or doing the work,
- requiring an identification number or label to be affixed to the undertaking, and
- requiring SCO approval be obtained before any part of the work or system is occupied, covered or concealed.

3.6.4 Annual Permits

An annual permit may be issued in the electrical, gas or plumbing discipline allowing the owner or operator of the premise to effect minor repairs, alterations or additions on the premises under the following conditions:

- a person who holds a trade certificate in the appropriate trade under the Apprenticeship and Industry Training Act carries out the undertaking,
- the permit does not entitle the owner or operator to effect major alternations or additions to the premise, and
- the owner or operator maintains on the premise an accurate record of all repairs for the previous 2 years and makes the records available to an SCO upon request.

The inspection time frame for an Annual Permit may not be extended.

3.6.5 Permit Expiry

A permit shall expire with the time period set in the Permit or in the absence of a different term set in the permit, in conformance with the Act and the Permit Regulation.

The Municipality shall upon a permit expiring:

- notify the owner and the permit applicant as indicated on the permit application by issuing the Permit Services Report, and
- close the permit recording the expiration in the records management system including the reason.

3.6.6 Permit Timeframe Extension

A SCO and/or permit issuer may on the written request of a permit holder extend a permit for a fixed period of time that the SCO and/or permit issuer considers appropriate. The application for timeframe extension must be received prior to the permit expiring.

3.6.7 Permit Services Report (PSR)

A PSR:

- will be used to complete and close a file,
- will be issued within 30 days of completing the compliance monitoring services as required in this QMP (completion of compliance monitoring services means; after the final or only required inspection, after acceptance of a verification of compliance (VOC) in lieu of an inspection when permitted, or after compliance with the no-entry policy with respect to the final or only required inspection), and
- be issued to the Owner (the Owner, for the purposes of this document means, in order of preference; the Owner of the project at the time the permit was purchased, at the time the compliance monitoring services were provided, or at the time the PSR was issued).

The Municipality or an SCO may:

- reactivate the file at any time, and
- inspect post permit closure and attach report to the permit.

The Municipality will not issue a PSR or close the file if there is an identified unsafe condition that has not yet been corrected.

3.6.8 Permit Refusal, Suspension, or Cancellation

A SCO may refuse, suspend or cancel a permit in conformance with the Act and the Permit Regulation.

The Municipality will upon refusal, suspension or cancellation of a permit:

- notify the owner and the permit applicant including the reason for the refusal, suspension
 or cancellation, and advise of the owner's right to appeal, and
- issue a PSR identifying the reason for the refusal, suspension or cancellation of the permit.

3.7 Site Inspections/Inspection Reports

Inspections will be conducted to determine and advise the owner of compliance to applicable codes and standards.

Inspections will:

- be conducted by a SCO,
- determine if the work, thing, or activity complies with the Act, regulations, and codes and standards,
- be conducted within the time frames noted in the discipline specific sections of this QMP,
- inspection services will be conducted within 5 working days of the requested inspection date, and
- be conducted the at the stage(s) indicated in the discipline specific sections of this QMP, address the work of the inspection stage, any previously identified deficiencies, and any related work or condition observed.

An inspection report will be completed following the inspection and will include:

- permit number and Municipality file number (if applicable),
- discipline,
- Municipality name,
- owner name, address, phone number and email (if email is applicable),
- contractor name, address, phone number and email (if email is applicable),
- address of the inspection,
- date of the inspection,
- the stage(s) of work being inspected,
- a description of the applicable work in place at the time of inspection,
- all observed deficiencies including any condition where the work is incomplete, or does not comply with the Act or an associated code or regulation and in the opinion of the SCO is not an unsafe condition,
- all observed unsafe conditions including any condition that, in the opinion of the SCO, could result in property loss, injury, or death, and is not a situation of imminent serious danger, and
- all observed situations of imminent serious danger and the action taken by the SCO to remove or reduce the danger.

Inspection reports will:

- include name, signature, and designation number of the SCO conducting the inspection,
- be provided either electronically or hard copy to the permit applicant, contractor, and permit file; and if requested to the Owner, project consultant, Architect, or Consulting Engineers,
- document the corrected unsafe conditions through re-inspection(s) or VOC, and

 include all outstanding deficiencies from all inspection reports and plan reviews on the PSR.

For the purposes of this QMP:

- a deficiency is any condition where the work is incomplete, or does not comply with the Act, regulation or an associated code, and may include an unsafe condition(s),
- an unsafe condition is any condition that, in the opinion of the SCO, could result in injury, death, or property damage or loss, and may include a deficiency or a situation of imminent serious danger,
- a final inspection means an inspection conducted when the project or designated portion of the project, in the opinion of the SCO is sufficiently complete, safe, and compliant such that the owner can safely occupy or utilize the work for its intended use, and
- imminent serious danger is a condition that, in the opinion of the SCO will result in injury, death, or property damage or loss if the condition is not corrected in a timely manner.

A SCO may, in addition to the mandatory inspections stipulated in this QMP, conduct as many inspections as required to ensure that safety and compliance with the Act has reasonably been achieved.

3.8 No-Entry Policy

When a SCO is unable to gain entry to a site for a required inspection, the SCO will leave a notification on-site, or forward notification to the owner or permit applicant (as appropriate), advising of the inspection attempt and requesting that the Municipality be contacted to arrange for the site inspection.

If the Municipality does not receive a response within 30 days of notification, the Municipality notify the owner or permit applicant (as appropriate), a second notification requesting that the Municipality be contacted within 30 days to arrange for a site inspection.

If the Municipality is not contacted within 30 days of the second notification, the inspection stage may be considered a "no-entry" and counted as the required interim or final inspection. It will be noted on the Permit Services Report that a final inspection was not conducted and the file will be closed.

3.9 Verification of Compliance (VOC)

A SCO, at their discretion, may accept a VOC in place of an inspection for an identified deficiency or noncompliance. The re-inspection may:

- follow-up on noted deficiencies or unsafe conditions on a site inspection report, or
- in lieu of a site inspection when permitted in this QMP (eg. labelled mobile home siting, minor residential improvements).

A VOC will include the:

- identification of the document as a VOC,
- address of where the VOC is being applied for,
- permit number and discipline,
- name and title of the person who provided the VOC and how it was provided (i.e. written assurance, verbal assurance (with written documentation), site visit by designate, photographs, etc.),
- date accepted by the SCO, and
- signature and designation number of the SCO.

3.10 Investigation of an Unsafe Condition, Accident, or Fire

A SCO may investigate an unsafe condition, or accident to determine its cause and circumstance and make recommendations related to safety.

In relation to the fire discipline, an SCO will investigate the cause, origin, and circumstance of every fire in which a person dies or suffers injury that requires professional medical attention or in which property is damaged or destroyed.

When investigating an unsafe condition, or accident, or fire, a SCO has the authority to exercise the powers under the Act and close all or part of the affected premise for a period of 48 hours or for a period authorized by a justice to prevent injury or death or to preserve property while conducting an investigation.

No person shall remove or interfere with anything in, on or about the place where the unsafe condition, accident or fire occurred until permission has been granted by a SCO, unless it is necessary to do so to prevent death or injury, to protect property or to restore service.

A SCO who conducts an investigation will submit a copy of the report to an Administrator and provide a summary of the investigation to the Council.

Schedule C

Technical Discipline Service Delivery Standards

4.0 Technical Discipline Service Delivery Standards

4.1 Schedule C.1 BUILDING

Building Permits

The Municipality will, **prior** to permit issuance:

- obtain construction documents including plans and specifications as outlined in the Alberta Building Code (ABC),
- obtain any letters or schedules required to be provided by the ABC,
- conduct a preliminary review of the construction documents to determine if professional involvement is required or if there are any potentially significant code compliance issues,
- review applicable information on land conditions eg. Sub strata, soil conditions, water table,
- obtain documents with the seal and signature of a registered architect and/or professional engineer(s), when required by the ABC,
- obtain New Home Warranty verification where applicable, and
- obtain a hotworks permit, where applicable.

Construction Document Review

The Municipality will, not more than 15 days after permit issuance:

- complete a review of the construction documents in accordance with the requirements of the ABC,
- prepare a Plans Review Report,
- provide the Plans Review Report to the permit applicant and/or the contractor, and the Municipality's file and if requested, to the owner, project consultant, architect, or consulting engineers, and
- provide one set of the examined construction documents to the permit applicant for retention and review at the project site, and retain one set on the Municipality's file.

The Municipality will, prior to construction, alteration or demolition operations, obtain in writing, a fire safety plan for the project site.

Compliance Monitoring on Projects requiring Professional Involvement

The Municipality will:

- collect and maintain on file, required schedules, and/or a letter(s) of compliance from the professional architect or engineer when a part(s) of the building requires a professional architect or engineer, and
- collect and maintain on file all schedules and letters of compliance required in accordance with the ABC when the registered professional architect and/or engineer involvement is required for the work covered under a permit.

Building Site-Inspections

A Building SCO will conduct site inspections at the stages indicated in the following tables:

Type Of Project	Type of Building & Major Occupancy	Minimum # of Inspections	Inspection Stage
New Construction, OR Alteration, addition, renovation, reconstruction, change in occupancy, minor work (with a value of not more than \$50,000)	All	1	 at any stage OR within 1 year from permit issuance
Demolition	All	1	 at any stage within 1 year from permit issuance
New Construction OR Alteration, addition, renovation, reconstruction, change of occupancy, (with a value of work of more than \$50,000)	Single & Two Family Dwellings (Group C)	3	 complete foundation (prior to backfill) AND solid or liquid fuelled appliance(s), building envelop, and framing (prior to covering up with insulation and vapour barrier) OR building envelope including insulation and vapour barrier (prior to drywall) AND final, including HVAC completion within 2 years of permit issuance
New Construction OR Alteration, addition, renovation, reconstruction, change of occupancy, (with a value of work of more than \$50,000)	Multi-family Residential, Townhouses, Small Apartments (Group C)	3	 complete foundation (prior to backfill) AND solid or liquid fuelled appliance(s), building envelop, and framing (prior to covering up with insulation and vapour barrier) OR building envelope including insulation and vapour barrier (prior to drywall) AND final, including fire alarm and HVAC completion within 2 years of permit issuance
New Construction OR Alteration, addition, renovation, reconstruction, change of occupancy, (with a value of work of more than \$50,000)	Business & Personal Services, Mercantile, Med. & Low Hazard Industrial (Group D, E, F2, F3)	3	 complete foundation (prior to backfill) AND building envelope and HVAC rough-in OR framing, structure, and building envelop (prior to insulation and vapour barrier) AND final, including HVAC completion within 2 years of permit issuance

Site Inspection Stages, Part 3 Buildings Not Requiring Overall Professional Involvement

Type Of Project	Major Occupancy	Minimum # of Inspections	Inspection Stages
Alteration, addition, renovation, reconstruction, change in occupancy, minor work (with a value of not more than \$50,000)	All	1	 at any stage OR within 1 year of completion
Demolition	All	1	 at any stage within 1 year of permit issuance
New Construction OR Alteration, addition, renovation, reconstruction, change of occupancy with a value of work more than \$50,000 and less than \$200,000)	All	2	 *foundation oR *framing, structure OR *HVAC rough-in OR *fire suppression systems OR *fire alarm system OR *HVAC completion OR *HVAC completion OR *interior partitioning OR Medical Gas rough in AND *final within 2 years of permit issuance * NOTE: Any of these site inspections may be combined when it's reasonable to do so, and if site conditions permit.
New Construction OR Alteration, addition, renovation, reconstruction, change of occupancy (value of work more than \$200,000)	All	3	 *foundation *framing, structure OR *HVAC rough-in OR *fire suppression systems OR *fire alarm system OR *HVAC completion OR *HVAC completion OR *Interior partitioning OR Medical Gas rough in AND *final within 2 year of permit issuance * NOTE: Any of these site inspections may be combined when it's reasonable to do so, and if site conditions permit.

Site Inspection Stages, Part 3 or 9 Buildings Requiring Overall Professional Involvement

Type Of Project	Major Occupancy	Minimum # of Inspections	Inspection Stages
Alteration, addition, renovation, reconstruction, change in occupancy, minor work (with a value of not more than \$50,000)	All	1	 at any stage OR within 1 year of permit issuance
Demolition	All	1	 at any stage within 1 year of permit issuance
New Construction OR Alteration, addition, renovation, reconstruction, change of occupancy (value of work more than \$50,000 and less than \$200,000)	All	2	 interim inspection at approximately the mid-term of the work AND final within 2 years of permit issuance
New Construction OR Alteration, addition, renovation, reconstruction, change of occupancy (value of work more than \$200,000)	All	3	 *foundation oR *framing, structure

In conjunction with / exceptions to with the above tables:

Site Inspection of labelled mobile home siting will consist of at least one on-site inspection within 180 days of permit issuance.

Site Inspection of Part 10 buildings will consist of at least one on-site inspection within 30 days of final set-up stage.

Site Inspection of Solid or Liquid Fuelled Heating Appliances (under separate permit) will consist of at least one on-site inspection, prior to covering, within 180 days of permit issuance.

Site Inspection of Mechanical, Heating, or Ventilation Systems (under separate permit) will consist of at least one on-site inspection at the completion stage, prior to covering, within 180 days of permit issuance.

Site Inspection of Vendors that advertise, display, or offer for sale, things to which the Act applies will consist of inspecting upon complaint or concern.

Site Inspection of Manufacturers will be conducted as per the permit inspection schedule for permitted work; or initiate the compliance and enforcement process for work not permitted or under other safety codes administration such as accredited corporation monitoring, a Standards Council of Canada program, a provincial government manufacturing program, or an international agreement, where the work is within scope of safety codes requirements.

4.2 Schedule C.2 ELECTRICAL AND ELECTRICAL UTILITY

Electrical Permits

The Municipality will issue Electrical Permits.

Construction Document Review

A SCO and/or a permit issuer may, as a condition of the permit, require the permit applicant to submit construction documents (including plans and specifications) describing the work for any proposed electrical installation.

Electrical Site-Inspections

An Electrical SCO will conduct site inspections at the stages indicated in the following table:

Site Inspections for Electrical Installations

Type of Project	Minimum # of Inspections	Inspection Stages
Public Institutions, Commercial, Industrial, Multi-Family Residential (with value of work over \$10,000)	2	 rough-in inspection (prior to cover-up) AND final inspection at substantial completion of work described on the permit within 2 years of permit issuance
Public Institutions, Commercial, Industrial, Multi-Family Residential (with value of work \$10,000 or less)	1	 rough in inspection or final inspection, within 1 year of permit issuance
Single Family Residential or Farm Buildings (with value of work over \$2,500)	2	 completed rough-in inspection (prior to cover-up) AND final inspection at substantial completion of work described on the permit within 2 years of permit issuance
Single Family Residential or Farm Buildings (with value of work \$2,500 or less)	1	 final inspection, within 180 days of completed work
Skid Units, Relocatable Industrial Accommodation, Oilfield Pump-jacks, Temporary Services	1	 rough-in inspection (prior to cover-up) OR final inspection within 180 days of permit issuance, including all additional wiring for Relocatable Industrial Accommodation and Manufactured Housing
Annual Permit (for minor alterations/additions conducted on one site)	2	 mid- term inspection final inspection, within 60 days of expiry of permit

Site Inspection of Vendors that advertise, display, or offer for sale, things to which the Act applies will consist of inspecting upon complaint or concern.

Site Inspection of Manufacturers will be conducted as per the permit inspection schedule for permitted work; or initiate the compliance and enforcement process for work not permitted or under other safety codes administration such as accredited corporation monitoring, a Standards Council of Canada program, a provincial government manufacturing program, or an international agreement, where the work is within scope of safety codes requirements.

4.2.1 Electrical Utility

Where applicable, the Municipality will act in accordance with the *Alberta Electrical Utility Code* for the installation and maintenance of electrical utility systems.

Construction Document Review

Prior to construction, a SCO, with will review design documents and construction drawings applicable to the new installation of utility systems.

Standard designs for construction will be required to be reviewed on an ongoing basis to ensure that compliance is continually being achieved with applicable electrical system designs and regulation for the new installation of utility systems.

A plans review would not normally apply for work done in accordance with existing drawings, standards and design. A plans review may be waived, at the discretion of the SCO, for minor alteration or renovation of utility systems.

A SCO may review design drawings which are not based on a standard design previously approved to ensure that compliance with applicable codes and standards are being achieved.

Maintenance of Utility Systems includes but is not limited to poles, substations and overhead/ underground systems.

Electrical Utility System Site Inspections

A Group B Electrical SCO will conduct site inspections, in accordance with the following table:

Distribution	Minimum percentage of completed projects to
(Dollar values based on project cost)	be inspected
Less than \$75K	30%
Greater than \$75K, less than \$500K	50%
Greater than \$500K	100%
Transmission and Substations	
Less than \$200K	50%
Greater than \$200K	100%

Site Inspections for Electrical Utility Systems

For construction that is based on a custom design, is not repetitive in nature and not based on standard designs and that have been signed by a Professional Engineer, the frequency of inspections shall be 30%.

The installations selected for site inspection will be selected at the discretion of the SCO. The SCO will consider the following elements when selecting installations for site inspections:

- urban verses rural construction,
- customer type i.e. industrial, commercial, farm, residential,
- system upgrades,
- geographic location and terrain, i.e. service area, forest, prairie,
- construction crews involved, and
- facility risks.

The purpose for considering these elements is to provide for a thorough sample of the annual construction projects completed by the municipality.

4.3 Schedule C.3 PLUMBING

Plumbing Permits

The Municipality will issue Plumbing permits.

Construction Document Review

A SCO and/or a permit issuer may, as a condition of the permit, require the permit applicant to submit construction documents including plans and specifications describing the work for any proposed plumbing installation.

Plumbing Site-Inspections

A Plumbing SCO will conduct site inspections at the stages indicated in the following table:

Installation Type	Minimum # of Inspections	Plumbing Installation Stage
Public Institutions, Commercial, Industrial, Multi-Family Residential (with more than 5 fixtures)	2	 rough-in below grade prior to covering OR rough-in above grade prior to covering AND final inspection at substantial completion of work described on the permit within 2 years of permit issuance
Public Institutions, Commercial, Industrial, Multi-Family Residential (with 5 fixtures or less)	1	 rough-in below grade prior to covering rough-in above grade prior to covering rough-in above grade prior to covering oR final inspection at substantial completion of
Single Family Residential or Farm Buildings new construction (or alteration, addition, or renovation with more than 5 fixtures)	2	 completed rough-in below grade OR completed rough-in above grade prior to covering (within 180 days of permit issuance) AND final inspection at substantial completion of work described on the permit within 2 years of permit issuance
Single Family Residential or Farm Building alteration, addition, or renovation (with 5 fixtures or less)	1	 final inspection at substantial completion of work described on the permit within 2 years of permit issuance
Annual Permit	2	 mid-term inspection AND final inspection at substantial completion of work described on the permit within 2 years of permit issuance
Private Sewage Disposal Systems	1	 site inspection completed prior to covering.

Site Inspections for Plumbing Installations

Site Inspection of Vendors that advertise, display, or offer for sale, things to which the Act applies will consist of inspecting upon complaint or concern.

Site Inspection of Manufacturers will be conducted as per the permit inspection schedule for permitted work; or initiate the compliance and enforcement process for work not permitted or under other safety codes administration such as accredited corporation monitoring, a Standards Council of Canada program, a provincial government manufacturing program, or an international agreement, where the work is within scope of safety codes requirements.

Permits for Private Sewage Disposal Systems

The Municipality will issue permits for Private Sewage Disposal System installations.

Permit Issuance for Private Sewage Disposal Systems

The Municipality will, prior to permit issuance require the permit applicant to provide all relevant installation details including:

- a site plan,
- the expected volume of sewage per day,
- the criteria used to determine the expected volume of sewage per day,
- description and details of all sewage system treatment and effluent disposal component(s), and
- details of the method(s) used to determine the soil effluent loading rate, including the results of the method(s) and who they were conducted by, and the depth to the water table if less than 2.4 m from ground surface.

A Plumbing Group B SCO will complete a review of the permit application information for compliance with the Private Sewage Disposal System regulations prior to permit issuance.

Private Sewage Disposal System Site Inspections

A Plumbing Group B SCO will conduct a minimum of one site inspection prior to covering.

4.4 Schedule C.4 GAS

Gas Permits

The Municipality will issue Gas Permits.

Construction Document Review

A SCO and/or a permit issuer may, as a condition of the permit, require the permit applicant to submit construction documents including plans and specifications describing the work for any proposed gas installation.

Gas Site-Inspections

A Gas SCO will conduct site inspections at the stages indicated in the following table:

Installation Type	Minimum # of Inspections	Gas Installation Stages
Public Institutions, Commercial, Industrial, Multi-Family Residential	2	 rough-in AND final inspection at substantial completion of work described on the permit within 2 years of permit issuance
Single Family Residential or Farm Buildings	2	 rough-in AND final inspection at substantial completion of work described on the permit within 2 years of permit Issuance
Single Family Residential accessory buildings, or any use alteration, addition, renovation, or reconstruction	1	 final inspection at substantial completion of work described on the permit within 2 years of permit issuance
Temporary Heat Installations (under separate permit), temporary services	1	 final inspection at substantial completion of work described on the permit within 2 years of permit issuance
Annual Permit	2	 mid-term inspection AND final inspection at substantial completion of work described on the permit within 2 years of permit issuance

Site Inspections for Gas Installations

Site Inspection of Vendors that advertise, display, or offer for sale, things to which the Act applies will consist of inspecting upon complaint or concern.

Site Inspection of Manufacturers will be conducted as per the permit inspection schedule for permitted work; or initiate the compliance and enforcement process for work not permitted or under other safety codes administration such as accredited corporation monitoring, a Standards Council of Canada program, a provincial government manufacturing program, or an international agreement, where the work is within scope of safety codes requirements.

4.5 Schedule C.5 FIRE

Fire Permits/Permissions

The Municipality will issue permits/permissions and occupant load certificates.

Fire Inspections

The Municipality must choose from the following methods of assessment when determining the inspection frequency for the Fire Discipline. Method 1 identifies an inspection frequency schedule that is determined on extensive risk assessments of the buildings and occupancy classifications. Method 2 is an inspection frequency level without the consideration of associated risk.

A Fire SCO will conduct on-site inspections in accordance to the one of the following inspections frequency methods as chosen by the Municipality.

4.5.1 Method 1

If Method 1 is chosen, the Municipality must conduct a formal risk assessment as associated with the use and occupancy classification as classified by the Alberta Building Code.

The following information is provided as guideline for this process.

Administrative Service Assessment (Risk assessment)

The first step in Method 1 is to conduct a risk analysis. Risk is a measure of the likelihood of a hazard doing harm and how much harm the hazard could do. Or, another way of looking at it is to consider risk an estimate of the probability of a hazard being present.

By understanding how to reduce or eliminate hazards associated with different building occupancies. This will lower risks to occupants and these actions are an important part of risk reduction.

Conducting an initial fire safety inspection can give the SCO an understanding of the condition of the occupancy. Using a formula, the SCO can evaluate the risk numerically and decide on an inspection frequency.

A. Basic steps to an inspection risk analysis.

- identify the issue by conducting a benchmark inspection. Use property records for assistance,
- address risks and benefits. Probability verses consequences,
- identify and analyze options. Identify inspection program,
- select strategy. Frequency of inspections,
- implement strategy. Commence inspection program, and
- evaluate strategy. Review code infractions and evaluate against previous inspections.

Risk analysis addresses:

- what is the likelihood of harm,
- what is the potential harm, and
- what is the potential consequence of an event to people and/ or property.

B. Risk Identification

The following model for risk assessment rates each building as a low, medium or high or maximum risk.

HIGH PROBABILITY	HIGH PROBABILITY
LOW CONSEQUENCE	HIGH CONSEQUENCE
(MODERATE RISK)	(MAXIMUM RISK)
2	4
LOW PROBABILITY	LOW PROBABILITY
LOW CONSEQUENCE	HIGH CONSEQUENCE
(LOW RISK)	(HIGH RISK)
1	3

Definitions:

Probability: The likelihood an event will occur within a given period of time. An event that occurs daily is highly probable. An event that occurs only once in a century is very unlikely. Probability then is an estimate of how often an event will occur.

Consequences: There are two components: life safety (lives of occupants affected by fire and economic impact (loss of irreplaceable assets and likelihood of economic recovery)

This process establishes a numerical value of 1 - 4 for each individual structure/occupancy. A 1 rating is low probability with low consequence. A 2 rating is high probability with low consequence. A 3 rating is low probability with high consequence and A 4 rating is high probability with high consequence.

Accredited organizations can set their own frequency schedules based on risk tolerance within their communities. Please note the example table.

The inspection frequency for occupancies that fall into 1 & 2 categories will be inspected on a request, complaint or at the discretion of the SCO. Occupancies with a 3 category will be inspected every 2 years and occupancies in a 4 category will be inspected annually.

Example table:

Project	Occupancy	Risk rating	Inspection frequency
Compliance inspections	A1	R4	Once every 12 months
	A2	R4	Once every 12 months
	B2	R4	Once every 12 months
	B3	R3	Once every 24 months
	C. 5-12 family	R3	Once every 24 months
	C. 25 family or more	R4	Once every 12 months
	D	R2	Request or complaint
	D High rise	R4	Once every 12 months
	F1	R4	Once every 12 months
	F3	R2	Request or complaint
Storage Tank Systems		R4	Once every 12 months

4.5.2 Method 2

If Method 2 is chosen, the Municipality must pick one from each applicable frequency box in accordance to use and occupancy as classified in the Alberta Building Code (ABC).

<u>Activity / Project</u>	<u>Type of use,</u> occupancy, sites, or work	Inspection Frequency Range (May be by occupancy or individual unit) (Where indicated 1 inspection frequency must be chosen)
New construction	Storage Tank Systems for Flammable Liquids & Combustible Liquids	1 site inspection of all work or acceptance of Verification of Compliance AND 1 final inspection within 365 days of permit issuance
Alteration, addition, renovation, reconstruction, or removal	Storage Tank Systems for Flammable Liquids & Combustible Liquids	1 site inspection or acceptance of Verification of Compliance within 365 days of permit issuance
Fire Safety Plan implementation and practices	All new construction, alteration, addition, renovation, reconstruction demolition, or removal	1 site inspection where a risk to occupied residential building(s) has been identified within 90 days of permit issuance. 1 post demolition inspection to be conducted
Compliance Inspections	Special Events or Sites	Once per event
	Group A, Division 1 Assembly	On request or complaint Once every month Once every 6 months Once every 12 months Once every 24 months
	Group A, Division 2 Assembly	On request or complaint Once every month Once every 6 months Once every 12 months Once every 24 months

	Group A, Division	On request or complaint
	3	Once every month
	Assembly	Once every 6 months
		Once every 12 months
		Once every 24 months
	Group A, Division	On request or complaint
	4	Once every month
	Assembly	Once every 6 months
	-	Once every 12 months
		Once every 24 months
	Group B, Division	On request or complaint
	1	Once every month
	Care or Detention	Once every 6 months
		Once every 12 months
		Once every 24 months
	Group B, Division	On request or complaint
	2	Once every month
	Care or Detention	Once every 6 months
		Once every 12 months
		Once every 24 months
	Group C	On request or complaint
	Residential – 1 to	Once every month
	5 family	Once every 6 months
		Once every 12 months
		Once every 24 months
	Group C	On request or complaint
	Residential – 5 to	Once every month
	12 family	Once every 6 months
		Once every 12 months
		Once every 24 months
	Group C	On request or complaint
	Residential – 12 to	Once every month
	25 family	Once every 6 months
		Once every 12 months
		Once every 24 months
	Group C	On request or complaint
	Residential – 25	Once every month
	and more family	Once every 6 months
		Once every 12 months
		Once every 24 months
	Group D	On request or complaint
		Once every month
		Once every 6 months
		Once every 12 months
		Once every 24 months
	Group E	On request or complaint
		Once every month
		Once every 6 months
		Once every 12 months
	-	Once every 24 months
_	Group F, Division	On request or complaint
	1	Once every month
		Once every 6 months
		Once every 12 months
		Once every 24 months
	Group F, Division	On request or complaint
	2	Once every month
		Once every 6 months
		Once every 12 months
	Į	Once every 24 months
	Page 116	-

	Group F, Division 3	On request or complaint Once every month Once every 6 months Once every 12 months Once every 24 months
Storage Tanks Systems		On request or complaint Once every month Once every 6 months Once every 12 months Once every 24 months

Definitions:

- 1) **On request or complaint** the process as defined by municipal operational policy.
- 2) **Once every month** a specific day is set which shall apply in each month for each occupancy or site to be inspected. An inspection conducted within 7 days of this set date is deemed to have met with the quantitative intent of this QMP.
- 3) **Once every 6 months** a specific day is set which shall apply in each 6th month for each occupancy or site to be inspected. An inspection conducted within 30 days of this set date is deemed to have met with the quantitative intent of this QMP.
- 4) **Once every 12 months** a specific day is set which shall apply in each 12th month for each occupancy or site to be inspected. An inspection conducted within 60 days of this set date is deemed to have met with the quantitative intent of this QMP.
- 5) **Once every 24 months** a specific day is set which shall apply in each 24th month for each occupancy or site to be inspected. An inspection conducted within 60 days of this set date is deemed to have met with the quantitative intent of this QMP.

Storage Tank Systems for Flammable Liquids and Combustible Liquids

The Municipality will:

- obtain two complete sets of construction documents signed and sealed by a Professional Engineer as outlined in the Alberta Fire Code,
- a Fire SCO will:
 - complete a review of the construction documents to assess compliance with the requirements of the Alberta Fire Code,
 - initial all pages of the construction documents,
 - date stamp and sign the documents,
 - complete a Plans Review Report,
 - provide the Plans Review Report to the owner, contractor, and municipality's file, and if requested, to the project consultant or consulting engineer,
 - provide one set of construction documents to the permit applicant for retention and review at the project site, and retain one set for the municipalities file, and
 - Complete a PSR and submit to the permit holder

Fireworks

The Municipality will issue permits for:

- vendor,
- purchase,
- possession,
- handling, and
- discharge.

The Fire SCO will, prior to issuing a permit:

- respecting the purchase, possession, handling, discharge, fire or set-off; obtain from the applicant written confirmation that the person:
 - will conduct activities in accordance with safe practices outlined in the Alberta Fire Code, and
 - ➢ is of at least 18 years of age.
- respecting sales, obtain from the owner of the retail business, written confirmation that the business:
 - holds a valid municipal business license or confirmation of ownership of the business when the municipality does not require business to hold such license,
 - > employees handling fireworks for sale are of at least 18 years of age,
 - manufacturers instructions are posted at the sales location and provided with each sale,
 - > record of each sale is retained for examination by the Fire SCO, and
 - > stores fireworks in conformance with Part 3 of the Alberta Fire Code.

On issuance of the permit, the SCO will sign the permit with their certification or DOP number on the permit.

Hotworks

Hotworks will be addressed through the issuance of a Hotworks Permit by the municipality or be addressed in the Construction Fire Safety Plan. Hotworks information will include the location, type of work to be undertaken, mitigation to risk that will be undertaken, and any other information the safety codes officer may require.

Construction Fire Safety Plans (including demolition)

An accepted Fire Safety Plan will be in place for each permitted construction or demolition undertaking.

The Municipality will review:

- construction and demolition plans for fire safety, and
- risk to occupied residential buildings.

A Fire Safety Plan will include:

- the responsibility of workers,
- emergency procedures,
- control of hazards,
- maintenance of firefighting measures, and
- the acceptance of the Fire Safety Codes Officer having jurisdiction.

The accepted Fire Safety Plan will be posted in a visible location on the work site.

Fire Investigations

Investigations will be conducted by a Fire SCO to determine the, cause, circumstance and origin of every fire in which a person dies or suffers injury that requires professional medical attention or in which property is damaged or destroyed. The results of each investigation will be reported to the Fire Commissioner in accordance with the Administrative Items Regulation. A Fire SCO may arrange for any additional municipal, law enforcement, agency, or other resources as required assisting in an investigation including representatives from the Fire Commissioner's Office. In the event of a fire resulting in a death or where arson is suspected, the investigation will include immediate notification to the Alberta Fire Commissioner's Office. Fire Investigation report files require completeness and may be retained indefinitely.

Page 118 of 120

A records management system will be maintained containing the following information:

- dispatch or run sheets,
- fire Incident Field Notes,
- casualty Field Notes (if applicable),
- wildfire Notes (if applicable),
- evidence Form,
- vehicle Fire Field Notes (if applicable),
- photographs and a Photograph Log,
- structure Fire Notes,
- firefighter Statements,
- witness Statements, and
- consent to Search (if applicable)

Fire Investigations will include the following information:

- file number,
- location of fire,
- date of fire,
- date of investigation,
- building / property use,
- cause of fire,
- origin of fire,
- value of loss,
- name and designation number of SCO conducting the investigation,
- comments, and
- date of completion/sign off.

Fire Prevention Programs

Fire Prevention Programs will include but are not limited to public awareness and consultative services orientated to assisting one or more of the following:

- individuals,
- business, and
- industry

in understanding and providing effective Fire Safety Plans.

The Municipality will support and provide one or more but is not limited to the following educational programs annually:

- school curriculum,
- minority focused programs,
- seniors programs,
- community education, and
- other programs such as but not limited to:
 - Risk Watch (an injury prevention program),
 - Getting to Know Fire (fire educator lesson plans),
 - Seniors Fire Safety Programs,
 - > Juvenile Firesetter Intervention Program,
 - Fire Smart, and
 - Shelter-in-Place.



MAYOR & COUNCIL REPORT

COUNCIL MEETING DATE: February 25, 2020 ELECTED OFFICIAL: Dave Taylor REPORT PERIOD: February 12- February 19, 2020

Boards and Committees:

- February 13 John S. Batiuk Regional Water Commission board meeting
 - Renewal of Manger's contract; 2 years
 - Discussion on rates and fees and capital projects from Capital Region North East Water Services Commission
- February 15 John S. Batiuk Regional Water Commission annual dinner and social

Town of Lamont Business:

Professional Development (Workshops & Conferences):

Lamont Functions and Events: