

**TOWN OF CANMORE**

**BYLAW 15-2001**

**PROVINCE OF ALBERTA**

BEING A BYLAW RESPECTING THE PROTECTION OF MUNICIPAL IMPROVEMENTS AND LANDS AFFECTED BY CONSTRUCTION AND DEMOLITION SITES IN THE TOWN OF CANMORE, PROVINCE OF ALBERTA

**WHEREAS**

The *Municipal Government Act*, R.S.A. 1994, C.M.-261, Section 7 as amended provides that a Council of a Municipality may pass bylaws for municipal purposes respecting the safety, health and welfare of people and the protection of people and property; people, activities and things in, on or near a public place or place that is open to the public and transport and transportation systems;

**WHEREAS**

Pursuant to Section 18 of the *Municipal Government Act*, a municipality has the direction, control and management of all roads within the municipality;

**WHEREAS**

Pursuant to Section 9 of the *Municipal Government Act*, a council's power to pass bylaws is stated in general terms to give broad authority to councils and to respect their right to govern municipalities in whatever way the councils consider appropriate and enhance the ability of councils to respond to present and future issues in their municipalities;

**WHEREAS**

Council deems it necessary to protect Municipal Improvements and Municipal Lands from damage and destruction during the process of construction activities and demolition on private property.

**NOW THEREFORE**

The Municipal Council of the Town of Canmore in the Province of Alberta, duly assembled, hereby enacts as follows:

**Section I: Title**

1. This Bylaw shall be known as the Town of Canmore "Protection of Municipal Improvements and Lands Bylaw."

**Section II: Definitions**

2. For the purposes of this Bylaw, the following definitions shall apply:
  - a) **"Construction Activities"** means:
    - i) Any activity related to the construction of a building or an addition to or replacement or repair of a building and the construction or placing of any of them in, on, over or under land; or
    - ii) An excavation or stockpile and the creation and or removal of either of them; or
    - iii) Any construction activity undertaken pursuant to a valid and subsisting Building Permit, Development Agreement or Subdivision Servicing Agreement during the period of time from the issuance of the relevant permits or execution of the Agreements until final approvals for the specific activity have been granted or accepted by the Town.
    - iv) Any activity or action described as development in Part 17 of the *Municipal Government Act*; and
  - b) **"Construction Site"** shall mean the place or location at which Construction Activities occurs;

- c) **"Demolition Site"** shall mean the place or location at which demolition of a structure or development occurs;
- d) **"Designated Officer"** shall mean:
- i) A Bylaw Enforcement Officer appointed by the Town pursuant to the *Municipal Government Act*; or
  - ii) A Special Constable appointed pursuant to the *Police Act*; or
  - iii) The Manager of Engineering and his/her designate.
- e) **"Developer"** shall mean an Owner or person working on behalf of the Owner, who is responsible for and engages in Construction Activities or demolition at a Construction Site or Demolition Site;
- f) **"Municipal Improvements"** shall mean and include, within or adjacent to the Construction Site or Demolition Site, those services and facilities outlined as follows:
- i) All sanitary sewer mains, service connections, interceptors, sampling manholes, lift stations, force mains and appurtenances; and
  - ii) All drainage systems, including storm sewers, storm sewer connections, catch basins, interceptors, infiltration systems, storm retention ponds and associated works; and
  - iii) All water mains, including all curb stops, fittings, valves, pressure reducers, pressure boosters and hydrants and looping as required by the Town; and
  - iv) All concrete curbs, gutters, sidewalks, driveway crossings and aprons, and sub-grade preparation, sub-base, base and asphalt or concrete pavement; and
  - v) All lighting systems for streets, walkways, parking areas and Municipal Lands; and
  - vi) All traffic signs, traffic control signals, underground conduits, pavement markings, street signs, development identification signs, zoning signs, and directional signs and berming; and
  - vii) All walkway systems and landscaping on both private property and Municipal Lands; and
  - viii) Such construction or development of streets and lanes as may be required by the Town, including, but in no manner limited to, a second or temporary access for vehicular traffic from the Construction Site or Demolition Site; and
  - ix) Such uniform fencing, (noise attenuation, or screen) either permanent or temporary.
- g) **"Municipal Lands"** shall mean any lands owned by the Town or administered by the Town on behalf of the third parties, and includes, but is not limited to, Municipal Reserve (MR) parcels, Environmental Reserve (ER) parcels, Municipal and School Reserve (MSR), Public Utility Lots (PUL), and road, lane, walkway or utility rights-of-way.
- h) **"Owner"** shall mean the registered owner of a Construction Site or Demolition Site as evidenced by the Certificate of Title at the South Alberta Land Registration District;
- i) **"Person"** includes an Owner, Developer, individual, body corporate, partnership and the legal representatives of the same.
- j) **"Town"** means the Municipal Corporation of The Town of Canmore in the Province of Alberta or the land lying within the corporate limits of the Town, as the context



requires;

- k) **"Vehicle"** means any device in, on or by which a Person, Owner or Developer or thing may be transported or drawn on a street; and shall include construction machinery such as, but not limited to, dump-trucks, back-hoes, bob-cats, excavators, concrete-delivery trucks, front-end loaders, and construction trailers;

### **Section III: General**

3. No Person shall, during the process of Construction Activities at a Construction Site or demolition at a Demolition Site, cause or allow to be caused, any damage to Municipal Improvements or Municipal Lands.
4. No Person shall operate, or allow to be operated, a Vehicle on any street, lane, sidewalk or Municipal Lands, as part of Construction Activities or demolition, in a manner that causes, or allows the causing of damage to Municipal Improvements or Municipal Lands.
5. Any work or works conducted on Municipal Improvements or Municipal Lands (including service connections, extensions, installations, repairs, upgrades and rehabilitation of Municipal Lands) as part of Construction Activities approved by the Town through a Development Permit or Building Permit, shall be done to the satisfaction of the Town and in accordance with the Town of Canmore Engineering Design Guidelines, Construction and Landscaping Standards, or other directions that may be provided in writing by the Town.
6. Any person that conducts demolition at a Demolition Site shall ensure that all municipal water and sewer services are capped and sealed to the satisfaction of the Town and in accordance with the Town of Canmore Engineering Design Guidelines, Construction and Landscaping Standards or other directions that may be provided in writing by the Town.

### **Section IV: Repairs**

7. Should any Person cause or allow to be caused, any damage to Municipal Improvements or Municipal Lands as part of Construction Activities or demolition, then the Person shall promptly repair the damage to the satisfaction of the Town and in accordance with the Town of Canmore Engineering Design Guidelines, Construction and Landscaping Standards or as directed in writing by the Town.
8. Should any Person cause or allow to be caused, any damage to Municipal Improvements or Municipal Lands as part of Construction Activities or demolition, then the Person shall notify the Town of the damage, and provide a detailed schedule of when the repairs are to be conducted.
9. Should any Person cause or allow to be caused, any damage to Municipal Improvements or Municipal Lands as part of Construction Activities or demolition, and the Municipal Improvements or Municipal Lands are subject to, and part of the provisions of a valid Subdivision Servicing Agreement between the Town and the subdivision Developer, and a Final Acceptance Certificate (F.A.C.) has not been accepted by the Town for the subdivision, then the subdivision Developer shall be responsible for effecting the required repairs to the Municipal Improvements and Municipal Lands in accordance with the provisions of the Subdivision Servicing Agreement.

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### Section V - Prior Notification

10. Should any Person discover any damage to, or defect with respect to any Municipal Improvements or Municipal Lands within or adjacent to a Construction Site or Demolition Site prior to the commencement of Construction Activities or demolition, then that Person shall notify the Town immediately of the damage or defect prior to the commencement of the Construction Activities or demolition.
11. If during the course of any Construction Activities or demolition, a Person discovers any damage to, or defect with respect to any Municipal Improvements or Municipal Lands within or adjacent to a Construction Site or Demolition Site, then that Person shall notify the Town immediately of the damage or defect prior to continuing with the Construction Activities or demolition.
12. Upon notification of damage or defect to any Municipal Lands or Municipal Improvements, the Town shall promptly inspect the Municipal Improvements or Municipal Lands to verify and confirm the damage or defect, and to determine the remedial actions and repairs to be effected.
13. If the damage or defects to Municipal Improvements or Municipal Lands are deemed by the Town to have existed prior to the commencement of construction or demolition by the Person or Developer, and were not caused by the Person or Developer, then the Town will effect repairs to the Municipal Improvements or Municipal Lands in a manner in which it deems appropriate.
14. If the Town is unable to complete an inspection as required by this Bylaw in a timely manner, or the Person engaged in Construction Activities or demolition does not wish to cease Construction Activities or demolition, then that Person shall provide within forty eight (48) hours, to the Town:
  - (a) Sufficient photographic or video (or both) evidence to enable the Town to determine the nature and cause of the damage to or defect with the Municipal Improvements or Municipal Lands; and
  - (b) A sworn statutory declaration outlining the general nature of the damage and the specific date and time the evidence was taken is to be obtained using the Town's standard form for such declarations, attached as Schedule "A" and forming part of this Bylaw.
15. Should the Person not provide the required photographic or video evidence (or both) to the Town, or the photographic or video evidence provided is insufficient to determine the nature or cause of the damage or defect to the Municipal Improvements or Municipal Lands, then that Person has no claim that the damage or defect pre-dates or was pre-existing the date of commencement of Construction Activities or demolition, unless there is alternate evidence provided to the contrary.

### Section VI - Enforcement

16. Should any Person contravene any provisions of this Bylaw, or a Designated Officer finds a Person is contravening the provisions of this Bylaw, then the Designated Officer may issue an Order in writing to the Owner of the Construction Site or Demolition Site responsible for the contravention. The Order must:
  - a) Direct the Owner or Person to take any action or actions necessary to remedy the contravention; and
  - b) Provide a time limit within which the specified remedial actions must take place; and
  - c) What actions the Town will undertake at the cost of the Owner or Person if the specified actions are not completed within the indicated time period.

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17. A Person who receives an Order under this Bylaw may by written notice, request that Council review the Order, within fourteen (14) days of receiving the Order.
18. After reviewing the Order, Council may confirm, vary, substitute or cancel the Order.
19. The Town may take whatever action or measures are necessary to enforce or remedy a contravention of this Bylaw or to prevent a re-occurrence of the contravention if:
  - a) A written Order has been given under this Bylaw; and
  - b) That the Order advised what actions the Town would undertake at the cost of the Owner or Person if the specified actions are not completed within the indicated time period; and
  - c) The Person to whom the Order was directed has not complied with the Order within the specified time limit; and
  - d) The review period respecting the Order has passed, or if a review has been requested, the review has been conducted by Council and the decision resulting from the review allows the Town to take the action or measures.
20. The expenses and costs of remedial actions or measures taken by the Town under this Bylaw are an amount owing to the Town by the Person or Owner that contravened this Bylaw.
21. Notwithstanding anything contained in this Bylaw, in an emergency the Town may take whatever actions or measures are necessary to eliminate the emergency, whether or nor the emergency involves a contravention of this Bylaw.
22. Council may add to the tax roll of a parcel of land those unpaid costs and expenses related to actions or measures taken by the Town to remedy contraventions of this Bylaw, if the parcel's owner contravened this Bylaw and the contravention occurred on all or part of the parcel.
23. Any amount owing to the Town as a result of actions or measures taken by the Town to remedy contraventions of this Bylaw may be collected by civil action for debt in a court of competent jurisdiction.
24. Should any Person contravene any provisions of this Bylaw, or a Designated Officer finds a Person is contravening the provisions of this Bylaw, and an Order has been issued and the required review period has expired or the review has been decided by Council, then the Person who contravenes this Bylaw is guilty of an offense and on summary conviction is liable to a fine of \$2,500.00 for the first offence and to a maximum of \$10,000.00 for each subsequent offence. The amount of the fine shall be determined by the costs of required repairs to municipal lands or municipal improvements.
25. Pursuant to Section 24, a Designated Officer is hereby authorized and empowered to issue a violation ticket to any Person, whom the Designated Officer has reasonable grounds to believe has contravened any provision of this Bylaw.
26. Where a contravention of this Bylaw is of a continuing nature, further violation tickets may be issued by the Designated Officer, provided, however, that no more than one violation ticket shall be issued for each day that the contravention continues.

#### **Section VII - Severability Provision**

27. Should any provision of this Bylaw be invalid then such invalid provision shall be severed and the remaining Bylaw shall be maintained.

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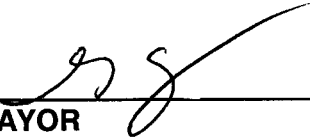
**Section VIII - Repeal of Bylaw**

28. Bylaw 22-89 is hereby repealed.

**FIRST READING:** March 5, 2002

**SECOND READING:** March 19, 2002

**THIRD READING:** March 19, 2002

  
\_\_\_\_\_  
**MAYOR**

  
\_\_\_\_\_  
**DESIGNATED OFFICER**

**BYLAW 15-2001  
SCHEDULE "A"**

*Day* \_\_\_\_\_, *month* \_\_\_\_\_, A.D. 200\_\_

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STATUTORY DECLARATION

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**STATUTORY DECLARATION**

CANADA )  
 )  
PROVINCE OF ALBERTA ) IN THE MATTER  
 )  
TO WIT: )

I, \_\_\_\_\_, of the City/Town of \_\_\_\_\_, in the Province of Alberta, do solemnly declare as follows:

1. That I am the Person responsible for and engaged in Construction Activities or demolition at the following location:  
*Municipal Address:* \_\_\_\_\_  
*Legal Description, Lot Block, Plan:* \_\_\_\_\_  
pursuant to the following development, building or demolition permit issued by the Town of Canmore:  
*BP / DP* \_\_\_\_\_

2. That upon commencing the said Construction Activities or demolition, there was discovered the following damage or defect to Municipal Improvements and / or Municipal Lands: *Describe damage or defect:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Use additional sheets as required.

3. That the photographic or video (or both) evidence attached to this declaration, demonstrating the nature and cause of the damage to or defect with the Municipal Improvements or Municipal Lands was collected at the following time and date:  
*Time and date evidence was collected:* \_\_\_\_\_

4. I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE ME at the City/Town of )  
\_\_\_\_\_ in the Province of Alberta, )  
this \_\_\_\_\_ day of \_\_\_\_\_, 2002 )  
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A COMMISSIONER FOR OATHS IN )  
AND FOR THE PROVINCE OF ALBERTA )

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