

Council Package

January 23, 2024



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**AGENDA
TOWN OF LAMONT
REGULAR MEETING OF COUNCIL
January 23, 2024**

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

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2. DELEGATIONS

2.1. MOTION FOR ACCEPTANCE OF DELEGATION

3. CORRESPONDENCE

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7.1. Professional Appointments

7.2. Chief Administrative Officer

8. ADJOURNMENT



5307 – 50 Avenue
Lamont, AB T0B 2R0

**Town of Lamont
January 9, 2024
Regular Meeting of Council**

PRESENT:	Kirk Perrin	Mayor
	Jody Foulds	Councillor
	Linda Sieker	Councillor
	Al Harvey	Councillor
	Dave Taylor	Councillor
	Perry Koroluk	Councillor
	Colleen Holowaychuk	Councillor
	Dawn Nielsen	Interim Chief Administrative Officer
	Tyler Edworthy	Director, Operations & Infrastructure
	Jaclyn Ponto-Lloyd	Recording Secretary

CALL TO ORDER AND RELATED BUSINESS:

Call to Order: Mayor Perrin: called the meeting to order at 7:00 p.m.

Adoption of Agenda

MOTION: 01/24 Councillor Koroluk: That the Council Agenda be accepted as presented.

CARRIED

Declaration of Pecuniary Interest: None.

ADOPTION OF MINUTES:

a) Meeting Minutes – December 12, 2023

MOTION: 02/24 Councillor Sieker: That the Minutes of the December 12, 2023 Council Meeting be accepted as presented.

CARRIED

b) Parks & Recreation Committee Meeting Minutes – December 11, 2023

MOTION: 03/24 Councillor Taylor: That the Minutes of the December 11, 2023 Parks & Recreation Committee Meeting be accepted as presented.

CARRIED

DELEGATIONS: None.

CORRESPONDENCE:

- **Minister of Environment and Protected Areas Letter**
- **Municipal Affairs Letter – Local Government Fiscal Framework**
- **Municipal Affairs Letter – Property Assessment Models**
- **Fortis – 2024 Estimated Distribution & Transmission Rates**
- **CN Media Release**
- **EIPS Board Highlights – December 14, 2023**

MOTION: 04/24 Councillor Holowaychuk: That Council accept the correspondence as information.

CARRIED

NEW BUSINESS:

ATB Donation Request

MOTION: 05/24 Councillor Sieker: That Council provide ATB use of the Meeting Room on January 25, 2024, and an expenditure up to \$100.00 for small snacks and refreshments.

CARRIED

2024 Tax Recovery Public Auction Conditions of Sale

MOTION: 06/24 Councillor Koroluk: That Council approve the revised Terms and Conditions of the sale for the 2024 Public Auction as presented in Attachment 2.

CARRIED

Parks & Recreation Committee Appointments

MOTION: 07/24 Councillor Sieker: That Item 4.3 – Parks & Recreation Committee Appointments be moved to after Closed Session.

CARRIED

REPORTS:

Council Reports:

Mayor Perrin

Nothing to report.

Councillor Taylor	Nothing to report.
Councillor Harvey	Nothing to report.
Councillor Koroluk	Nothing to report.
Councillor Sieker	Written report attached.
Councillor Foulds	Written report attached.
Councillor Holowaychuk	Nothing to report.

Staff Reports:

Interim CAO	Written report attached.
Director, Operations & Infrastructure	Written report attached.
Planning & Development	Written report attached.
Bylaw Enforcement	Written report attached.

MOTION: 08/24 Councillor Foulds: That Council accept the reports as presented.

CARRIED

NOTICES OF MOTION: None.

CLOSED SESSION:

- **Parks & Recreation Committee Appointments**
 - *FOIP Section 17 – Disclosure Harmful to Personal Privacy*
- **2023 Operation Update**
 - *FOIP Section 24 – Advice from Officials*
- **Alberta Industrial Heartland Association**
 - *FOIP Section 24 – Advice from Officials*
- **Chief Administrative Officer**
 - *FOIP Section 24 – Advice from Officials*

MOTION: 09/24 Councillor Koroluk: 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 Section 17 and 24 of the *Freedom of Information and Protection of Privacy Act* at 7:14 p.m.

CARRIED

MOTION: 10/24 Councillor Foulds: That Council revert to regular Council meeting session at 8:05 p.m.

CARRIED

MOTIONS ARISING FROM CLOSED SESSION:

MOTION: 11/24 Councillor Taylor: That Council appoint Matthew Levicki and Kristina Carstairs to the Parks and Recreation Committee for a two-year term expiring December 31, 2025.

CARRIED

MOTION: 12/24 Councillor Taylor: That Council accept the 2023 Operations Update as information.

CARRIED

MOTION: 13/24 Councillor Holowaychuk: That Council direct Administration to proceed with the Alberta Heartland Association associate membership agreement.

CARRIED

MOTION: 14/24 Councillor Sieker: That Administration proceed as directed by Council.

CARRIED

ADJOURNMENT: Mayor Perrin adjourned the meeting at 8:08 p.m.

Mayor

Chief Administrative Officer

**TOWN OF LAMONT PUBLIC LIBRARY BOARD MEETING
December 4, 2023 – 7:00pm at Lamont Public Library**

PRESENT:

Board: Kelly VanDeurzen, Erin Thomas, Dinah Sudyk, Greg Huxley, Colleen Holowaychuk,
Dave Diduck, Michelle Selensky

Staff:

ABSENT: Stephanie Walker,

MEETING CALLED TO ORDER AT: 7:15 PM after potluck was dished out.

APPROVE AGENDA:

Erin moves to adopt the agenda as amended. Greg seconds.

PREVIOUS MINUTES:

Colleen moves that the Previous Minutes be adopted as presented. Greg seconds.

TREASURER'S REPORT:

Chequing Account Balance: \$33,075.62 as of November 30, 2023

Dinah moves that the Treasurers Report be accepted as presented. Dinah seconds. All in favour.
Passed.

BUSINESS ARISING FROM PREVIOUS MINUTES:

1. **Fundraiser** – Went really well. Had 13 participants and one person purchased a kit. We also gained a new patron that night. Erin will hand in receipts to Dinah after the meeting. Erin and family will be donating some of the cost of the expenses. Thank you to Erin and Michelle for running the event.
2. **Light Up** – 267 people in three hours. Thank you to Stephanie and Stephanie for running the event and to Dinah and Michelle for volunteering on that day. We also gained a new patron.

NEW BUSINESS:

1. Elections –

Chair – Greg nominates Kelly to remain as Board Chair. Colleen seconds. No other nominations. Asked three times. Dave moves that nominations cease. Greg seconds. Kelly accepts. Passed. Kelly is Board Chair for 2024-25.

Vice-Chair – Dinah nominates Greg to remain as Vice-Board Chair. Michelle seconds. No other nominations. Asked three times. Colleen moves that nominations cease. Dave seconds. Greg accepts. Passed. Greg is Vice-Board Chair for 2024-25.

Treasurer – Erin nominates Michelle for Treasurer. Greg seconds. No other nominations. Asked three times. Greg moves that nominations cease. Erin seconds. Michelle accepts. Passed. Michelle is Board Treasurer for 2024-25.

Secretary – Kelly nominates Erin to remain as Secretary. Greg seconds. No other nominations. Asked three times. Greg moves that nominations cease. Kelly seconds. Erin accepts. Passed. Erin is Board Secretary for 2024-25.

2. **Board/Staff Communications** – Reminder about chain of communication. Assistant talks to Manager. Manager speaks to Board Chair – Board Chair then speaks to remainder of Board. If a Board member has issue with staff they need to bring it to the Board Chair and the Board Chair will speak to the Manager.
3. **Holiday Hours** – Dave moves that the last day open is Thursday, December 21, 2023. We will be closed during the holiday and open again on January 2, 2024. Dinah seconds.
4. **NLLS Survey** – NLLS sent a services survey. The survey was completed by the Board during the meeting. Kelly will ask Stephanie Walker to complete the survey as well as there is much that she would be able to answer better than the Board is able to.
5. **Thank you note/donation** – Reminder that the thank you note still needs to be completed for the donation that came in two months ago in memory of Rose Strobl (donated by J. Strobl). Kelly will ask Stephanie Walker to write the thank you note. Suggests to use funds: 1) After School program, 2) Cordless barcode scanner (cost is \$800-\$1000), 3) Larger library cart for the holds behind the desk (cost is \$800-\$1000). Colleen moves that the donation will be used toward the purchase of the cordless barcode scanner. Erin seconds. All in favour. Passed. Additional funds from general will be considered upon Stephanie Walker's research about purchase options. Kelly will ask Stephanie Walker to research purchase options for a cordless barcode scanner.
6. **Online banking** – Etransfers are available now. Michelle moves that we increase the Library Manager's credit card from \$1000 to \$2000 available credit. Greg seconds. All in favour. Passed. Michelle will arrange to have the limit increased.
Table remainder of conversation as Michelle needed to leave.

LIBRARIAN'S REPORT:

Note that detailed patron statistics and allotment information will be updated at the next meeting.

The seniors program started this month at Beaverhill and we are excited to continue this program in the new year. We also had a very successful Lamont Light UP! event on November 25 with 267 visitors coming to the library in just three hours! That kept our two staff and three volunteers very busy, but it was a great afternoon. Many thanks to board members Michelle and Dinah for putting in several hours to make this event a success! Due to illness, our DiNo-vember storytime had to be rescheduled.

Illness also made staffing this month challenging and we have needed to close a few times, thanks to the board for support and to Michelle for filling in when possible. We look forward to continuing more programming in the new year!

Best wishes for the holiday season!

CORRESPONDANCE:

The Town of Lamont sent a letter appointing Colleen to continue as our representative. There is a new team consultant for our area through NLLS, Charlie Crittenden.

ROUND TABLE:

Lamont County Library Board is going to change format. In past each library would provide an update and financials at one of their meetings. Going forward, a few of their members will attend one of our meetings with advance notice. Dave will let us know what the requirements will be in order to maintain our funding.

Merry Christmas everyone!

NEXT MEETING: January 8, 2024 @ 6:00pm at the library. It will be made available via zoom for those unable to attend in person.

Erin moves that we adjourn the meeting. Dinah seconds.

MEETING ADJOURNED AT: 8:58 pm



January 10, 2024

Town of Lamont
Box 330
Lamont, AB T0B 2R0

Attention: Town Council Members

Dear Town Council Members:

Re: 2023 AUDIT PLAN

A. INTRODUCTION

The objectives of this letter are as follows:

- a) To communicate clearly with Council our responsibilities in relation to the financial statement audit, and provide an overview of the planned scope and timing of the audit;
- b) To obtain from Council information relevant to the audit;
- c) To provide Council with timely observations arising from the audit that are significant and relevant to Council's responsibility to oversee the financial reporting process; and
- d) To promote effective two-way communication between the auditor and Council.

Clear two-way communication between the auditor and those charged with governance (Council) is an integral part of every audit. After reviewing the audit plan, please advise us whether there are additional areas of concern to Council which we should consider.

This letter should not be distributed without the prior consent of Metrix Group LLP and Metrix Group LLP accepts no responsibility to a third party who uses this communication.



B. SERVICES TO BE PROVIDED

We have been engaged by Council to perform the following services:

a) Audit services

- Audit of the Town's financial statements.
- Audit of the Town's *Financial Information Return*

b) Non-audit services

- Preparation of the Town's *Financial Information Return*.

C. AUDITOR INDEPENDENCE

At the core of the provision of external audit services is the concept of independence. Canadian Auditing Standards recommends that we communicate to Council, at least annually, all relationships between our firm and the Town that, in our professional judgment, may reasonably be thought to bear on our independence.

We are currently not aware of any relationships between the Town and ourselves that, in our professional judgment, may reasonably be thought to bear on our independence. We will provide our annual letter confirming our independence up to the date of our report at the conclusion of the audit.

D. AUDITOR RESPONSIBILITIES

It is important for Council to understand the responsibilities that rest with the Town and its management and those that belong to the auditor in relation to the financial statement audit.

Our audit of the Town's financial statements will be performed in accordance with Canadian Auditing Standards. These standards require that we plan and perform the audit to obtain reasonable about whether the financial statements as a whole present fairly, in all material respects, the financial position, results of operations and cash flows of the Town in accordance with **Canadian public sector accounting standards**. Accordingly, we will plan and perform our audit to provide reasonable, but not absolute, assurance of detecting fraud and errors that have a material effect on the financial statements taken as a whole, including illegal acts whose consequences have a material effect on the financial statements.

Canadian Auditing Standards do not require the auditor to design procedures for the purpose of identifying supplementary matters to communicate to Council.

E. MANAGEMENT RESPONSIBILITIES

Management is responsible for the preparation of the financial statements in accordance with **Canadian public sector accounting standards** and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

F. PLANNED SCOPE AND TIMING OF THE AUDIT

In gathering our audit evidence, we will utilize an approach to the audit of the Town that allows us to issue an audit opinion on the financial statements in the most cost-effective manner, while still obtaining the assurance necessary to support our audit opinion. In performing our audit, our work will be focused on, but not limited to, areas that we believe have a higher risk of being materially misstated.

To assess risk correctly, we will require a clear understanding of the Town's business and the environment it operates in. We will gain this understanding primarily through discussions with management and staff.

Audit Strategy

Based on our knowledge of the Town, we anticipate utilizing a combination of tests of relevant internal controls and substantive procedures (analysis of data and obtaining direct evidence as to the validity of the items such as third-party confirmation). This type of approach is more appropriate when an entity processes a high volume of transactions and has strong internal controls. By obtaining some of our assurance through tests of controls, we can reduce the substantive procedures that are required.

Significant Risks

Significant risks are identified and assessed risks of material misstatement that, in the auditors' judgment, require special audit consideration. We have identified the following significant risks.

Revenue Recognition

Revenue recognition is presumed to be a significant risk in every financial statement audit. Our audit approach will include examining revenue recognition policies and reviewing grant agreements to ensure revenue is being recognized appropriately.

Management Override of Controls

Canadian Auditing Standards stipulates that management override of controls is considered a significant risk in every financial statement audit. To reduce this risk to an acceptable level, our audit approach will include substantive procedures including testing of manual journal entries, reviews of irregular transactions, assessing key estimates for potential bias, and incorporating an element of unpredictability into our audit procedures.

Materiality

Materiality in an audit is used as a guide for planning the nature and extent of audit procedures and for assessing the sufficiency of audit evidence gathered. It is also used in evaluating the misstatements found and determining the appropriate audit opinion to express.

A misstatement, or the aggregate of all misstatements in financial statements, is considered to be material if, in the light of surrounding circumstances, it is probable that the decision of a person who is relying on the financial statements, and who has a reasonable knowledge of business and economic activities (the user), would be changed or influenced by such misstatement or the aggregate of all misstatements. The materiality decision ultimately is based on the auditors' professional judgment.

Canadian Auditing Standards require the use of both quantitative and qualitative factors in determining materiality. In planning our audit, we have concluded that a materiality level of 2% of operating revenue is appropriate. However, we anticipate that management will record any adjustments that we propose that are of a non-trivial nature.

Audit Team

Our team includes skilled professionals who have experience working on local government audits. We will provide the following team:

Partner	Philip Dirks, CPA, CA
Senior	Jad Farhat, CPA
Senior	Isabelle Prud'Homme, CPA

Timing of the Audit

We performed audit planning and interim audit work in November and December 2023.

The year-end audit fieldwork is scheduled to take place the week of February 12, 2024.

We anticipate presenting the audited financial statements to Council at the March 26, 2024 Council meeting.

Management Representations

Management's representations are integral to the audit evidence we will gather. Prior to the release of our report, we will require management's representations in writing to support the content of our report.

G. NEW PUBLIC SECTOR ACCOUNTING BOARD STANDARDS

The following is a summary of recently issued *Public Sector Accounting Board* pronouncements. We encourage the Town's accounting staff to review these to determine the potential impact to the Town.

Effective Fiscal Years Beginning on or After April 1, 2022

PS 3280 – Asset Retirement Obligations (new)

- Establishes standard that addresses the accounting and reporting of legal obligations associated with the retirement of tangible capital assets.
- Includes obligations associated with solid waste landfill sites covered under *PS 3270 – Solid Waste Landfill Closure & Post-Closure Liability*.
- Earlier adoption is permitted.

Effective Fiscal Years Beginning on or After April 1, 2023

PS 3400 – Revenue (new)

- Establishes a standard that addresses the accounting and reporting of revenue not previously addressed in the CPA Canada Public Sector Accounting Handbook.
- Provides a framework for recognizing revenue by distinguishing between revenue that arises from transactions that include performance obligations from transactions that do not have performance obligations.
- Earlier adoption is permitted.

H. AUDIT FEES

We understand that the Town demands value and we strive to provide the highest quality services while working with the Town to control costs.

We estimate our audit fees for the 2022 fiscal year will be in the amount of \$20,000 (per our letter of May 10, 2022). This estimate, which does not include GST or out-of-pocket expenses, assumes that our responsibilities will be limited to the expression of an opinion on the Town's financial statements. We will not be required to perform accounting work, prepare working papers, or provide any other non-audit responsibilities.

Furthermore, there will be additional one-time fees with respect to the Town's adoption of *PS 3280 – Asset Retirement Obligations* which we **estimate** will be \$1,500 - \$2,500.

I. REQUESTS OF COUNCIL

During the course of your duties as the Council, you may become aware of additional areas of concern, from an audit perspective, that you would like us to address. We welcome discussion on any areas of audit concern that Council may have.

Additionally, we request that you inform us (prior to the commencement of our year-end work) whether Council has knowledge of any actual, suspected, or alleged fraud affecting the Town.

J. COMMUNICATION OF THE RESULTS

At the completion of our audit, we will communicate to Council matters arising from the financial statement audit. Our communication will include the following:

- Matters required to be communicated to the Council under Canadian Auditing Standards including possible fraudulent activities, possible illegal acts, significant weaknesses in internal control and certain related party transactions;
- Our views about significant qualitative aspects of the Town's accounting practices, including accounting policies, accounting estimates, and financial statement disclosures;
- Other matters, if any, arising from the audit that, in our professional judgment, are significant to the oversight of the financial reporting process; and
- Any other matters previously agreed to with Council.

We trust this communication will provide you with an update on the current developments within the accounting profession as well as clarify our responsibilities and audit approach.

Please do not hesitate to contact us about any of the above items or other matters of concern to Town Council.

Yours truly,

METRIX GROUP LLP



Philip J. Dirks, CPA, CA
Partner

cc: Dawn Nielsen, Interim Chief Administrative Officer

From: [Amy Cherniwchan](#)
To: [NAAGO](#)
Subject: Proposed Membership Increase
Date: January 11, 2024 3:43:22 PM
Attachments: [image.png](#)
[Outlook-Adobe Syst.png](#)

Hello NAAGO members,
 Happy New Year!

The budget subcommittee has put together a rough budget and would like to increase the membership slightly to meet our goals and initiatives. I have included the new chart and the budget will be discussed in detail at the next meeting on February 7, 2024. If we could get some feedback before the next meeting on member's thoughts that would be appreciated. The majority would be for lobbying efforts and a very small portion would be for hosting.

Metis Settlements / First Nations	1	\$	300.00	\$	300.00
villages	3	\$	300.00	\$	900.00
Towns Under 2k	7	\$	1,000.00	\$	7,000.00
Towns over 2k	3	\$	1,400.00	\$	4,200.00
Citys	2	\$	2,200.00	\$	4,400.00
County's / M.D.	8	\$	2,200.00	\$	17,600.00
	24			\$	34,400.00



Amy Cherniwchan
 Mayor



E: amy@smokylake.ca
 Ave. Smoky Lake AB T0A 3C0

You're receiving this message because you're a member of the NAAGO group from Town of Smoky Lake. To take part in this conversation, reply all to this message.

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**TOWN OF LAMONT
COUNCIL AGENDA
REQUEST FOR DECISION**

AGENDA ITEM: 4.1

COUNCIL MEETING DATE:
January 23, 2024

ITEM DESCRIPTION OR TITLE

Bylaw 01/24, Regional Fire Services and Bylaw 02/24, Community Standards

RECOMMENDATION

1. **THAT** Council give first reading to Bylaw 01/24, Regional Fire Services.
2. **THAT** Council give second reading to Bylaw 01/24, Regional Fire Services.
3. **THAT** Council give unanimous consent to proceed to third reading of Bylaw 01/24, Regional Fire Services.
4. **THAT** Council give third reading to Bylaw 01/24, Regional Fire Services.
5. **THAT** Council give first reading to Bylaw 02/24, Community Standards.
6. **THAT** Council give second reading to Bylaw 02/24, Community Standards.
7. **THAT** Council give unanimous consent to proceed to third reading of Bylaw 02/24, Community Standards.
8. **THAT** Council give third reading to Bylaw 02/24, Community Standards.

BACKGROUND

Over the past year, Administration from municipalities within Lamont County have been working on a Regional Fire Services Bylaw. Regional Fire Chief Bo Moore is confident the attached bylaw will be operationally viable for the foreseeable future.

If the Regional Fire Services Bylaw is passed, Section 8 Fire Pit/Fireplace Standards of the Community Standards Bylaw 10/23 will need to be removed, Bylaw 18/08 Fireworks and Bylaw 10/15 Fire will need to be repealed.

Lamont County Fire Services Fees and Charges has been attached for information.

Administration recommends approval of Bylaw 01/24, Regional Fire Services and Bylaw 02/24, Community Standards.



TOWN OF LAMONT COUNCIL AGENDA REQUEST FOR DECISION

COMMUNICATIONS

If approved, the Regional Fire Services Bylaw and the Community Standards Bylaw will be posted on the website.

IMPLICATIONS OF DECISION

If Bylaw 01/24, Regional Fire Services is enacted, Bylaw 18/08, Fireworks and Bylaw 10/15, Fire will be repealed. If Bylaw 02/24, Community Standards is enacted, Bylaw 10/23, Community Standards is repealed.

FINANCIAL IMPLICATIONS

N/A

POLICY AND/OR LEGISLATIVE REFERENCES

Strategic Plan 2023 – 2027 - Community Connection + Vibrancy Goal: Promote community beautification and sense of place.

ATTACHMENTS

1. Bylaw 01/24, Regional Fire Services
2. Bylaw 02/24, Community Standards
3. Bylaw 02/24 Community Standards Schedule "A"
4. Bylaw 18/08, Fireworks
5. Bylaw 10/15, Fire
6. Lamont County Fire Services Fees and Charges

Report Prepared By: Jackii Ponto-Lloyd, Executive Assistant

Approved by CAO:

BEING A BYLAW OF THE TOWN OF LAMONT IN THE PROVINCE OF ALBERTA, TO ESTABLISH AND OPERATE A FIRE SERVICE, AUTHORIZE THE PREVENTION AND CONTROL OF FIRES, AND AUTHORIZE THE RECOVERY OF RELATED FEES, EXPENSES, AND CHARGES.

WHEREAS the *Municipal Government Act* provides that a council of a municipality may pass bylaws for municipal purposes respecting the following matters:

- a. the safety, health and welfare of people, and the protection of people and property; and
- b. services provided by or on behalf of the municipality; and
- c. the enforcement of bylaws.

AND WHEREAS the *Municipal Government Act* further provides that a municipality may impose a system of licenses, permits or approvals and may collect, pursuant to a bylaw, costs and expenses incurred by the municipality for extinguishing fires;

AND WHEREAS Council for the Town of Lamont wishes to establish a fire service within the Town of Lamont and provide for the efficient operation of such a service;

AND WHEREAS Council for the Town of Lamont wishes to provide for the prevention, regulation, and control of the lighting of fires within the Town of Lamont;

AND WHEREAS a service agreement between Lamont County and the Town of Lamont for the foregoing services is already in full force and effect;

NOW THEREFORE the Council of the Town of Lamont in the Province of Alberta, duly assembled, hereby enacts as follows:

1. BYLAW TITLE

- 1.1 This Bylaw is known as “Regional Fire Services Bylaw”.

2. PURPOSE

- 2.1 The purpose of this bylaw is to establish and operate a fire service, authorize the prevention and control of fires, and authorize the recovery of related fees, expenses, and charges.

3. DEFINITIONS

- 3.1 For the purposes of this Bylaw:
 - a. “Act” means the *Municipal Government Act*, RSA 2000, c.M-26.

TOWN OF LAMONT
BYLAW 01/24



- b. “Acceptable Burning Barrel” means an outdoor receptable that meets the following specifications:
- i. a minimum of three meters’ clearance is maintained from any building, property line, or other combustible material when measured from the nearest edge;
 - ii. the opening does not exceed one meter in width or diameter when measured between the widest points or outer edges;
 - iii. the receptable has closed sides made from brick, concrete blocks, heavy gauge metal, or other non-combustible material that is acceptable to the Fire Chief;
 - iv. a spark arrestor mesh screen with openings no larger than thirteen millimeters (13 mm) that is constructed of expanded metal (or equivalent material) is used to cover the opening in a manner sufficient to contain and reduce the hazards of airborne sparks; and
 - v. is only used on properties in the **agricultural or heartland agricultural districts**.
- c. “Acceptable Fire Pit” means an outdoor receptable that meets the following specifications:
- i. a minimum of three meters’ clearance is maintained from any building, property line, or other combustible material when measured from the nearest fire pit edge;
 - ii. the fire pit height does not exceed six hundred millimeters (600 mm) when measured from the surrounding grade to the top of the pit opening;
 - iii. the pit opening does not exceed one meter in width or in diameter when measured between the widest points or outer edges;
 - iv. the fire pit has enclosed sides made from brick, concrete blocks, heavy gauge metal, or other non-combustible material that is acceptable to the Fire Chief; and
 - v. a spark arrestor mesh screen with openings no larger than

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BYLAW 01/24



thirteen millimeters (13 mm) that is constructed of expanded metal (or equivalent material) is used to cover the fire pit opening in a manner sufficient to contain and reduce the hazards of airborne sparks.

- d. “Acceptable Fireplace” means an outdoor receptacle that meets the following specifications:
- i. a minimum of one meter’s clearance is maintained from any building, property line, or other combustible material when measured from the nearest fireplace edge;
 - ii. the fireplace is constructed of materials such as bricks or rocks that are heat and flame resistant;
 - iii. the fireplace is equipped with a chimney that is not less than two and one-half meters in height when measured from the base of the burning area;
 - iv. the fireplace chimney is equipped with a regulation screen designed to contain and reduce the hazards of airborne sparks;
 - v. the base of the fire burning area is not less than three hundred millimeters (300 mm) above the surrounding grade; and
 - vi. the fire chamber does not exceed one and one-quarter meters in width and is at least four hundred millimeters (400 mm), but not more than six hundred millimeters (600 mm) in depth.
- e. “Apparatus” means any vehicle provided with machinery, or equipment, for firefighting operated by, or for, the fire department whether that vehicle operates on land, in the air, or on water.
- f. “Burnable Debris” applies to **agricultural, or heartland agricultural, district use only** and means the following materials:
- i. grass and weeds;
 - ii. leaves and tree pruning;

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BYLAW 01/24**



- iii. brush and fallen trees on newly cleared property; and
- iv. wood material from the construction or demolition of buildings that does not contain wood preservatives.

- g. “Burning Hazard” means an actual or potential occurrence of fire or other combustion of organic or inorganic material that could endanger human life or property or damage property.

- h. “Chief Administrative Officer” or “CAO” means the Chief Administrative Officer of the Town of Lamont or their authorized delegate pursuant to the *Municipal Government Act*.

- i. “Council” means the duly elected Council of the Town of Lamont.

- j. “County” means the municipality of Lamont County as the managing partner of the Regional Emergency Services Agreement.

- k. “Dangerous Goods” means any product, substance, or organism specified in the regulations, or included by its nature, in any of the classes listed in the regulations under the *Dangerous Goods Transportation and Handling Act*.

- l. “Enforcement Officer” means any Bylaw Enforcement Officer employed by the Town of Lamont in accordance with the *Municipal Government Act* and includes any member of the Royal Canadian Mounted Police (R.C.M.P), and, when authorized, a Community Peace Officer appointed by the Solicitor General of Alberta in accordance with the *Peace Officers Act*, RSA 2006, c P-3.5.

- m. “Equipment” means any tools, devices, materials, or supplies used by or for the fire department to respond to an Incident.

- n. “False Alarm” means any notification, by whatever means received, by the fire department respecting the existence of a condition, circumstance, fire, or other event containing an imminent, serious danger to persons or property, wherein such condition, circumstance, fire, or other event does not, in fact, exist.

- o. “Fire Ban” means an order issued by the Chief Administrative Officer or designate pursuant to this bylaw, for the purposes of prohibiting the lighting of, and requiring the extinguishment of,

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- some or all fires within the Town of Lamont.
- p. “Fire Chief” means the person employed by the County who is appointed as the Fire Chief for, and as, the head of Lamont County Emergency Services, or their designate.
 - q. “Fire Department” means the department as established and organized by the County consisting of, among other things, all persons appointed or recruited to the various positions within the fire department, including all members. The public facing name of this department is "Lamont County Emergency Services".
 - r. “Fire Department Property” means all real and personal property owned or controlled by the County or the Town of Lamont designated for use by the fire department including but not limited to apparatus, equipment, and fire stations. Specifically, in Lamont this is the area on the north half of the building and the upper floor of the building.
 - s. “Fire Hazard” means combustible material that, through its nature, location, condition or arrangement, or any combination of those factors, may be ignited and, if ignited, could create a Burning Hazard.
 - t. “Fire Protection” means all the services enumerated in Section 4 of this bylaw and includes any other service delivered by, or for, the fire department that is authorized by Council or outlined within the Regional Emergency Services Agreement.
 - u. “Fire Protection Charges” means all costs incurred by or for the fire department in providing Fire Protection both within and outside the Town of Lamont boundaries.
 - v. “Fireworks” means the pyrotechnics classified as fireworks pursuant to the *Explosives Act* and its Regulations, including consumer fireworks, display fireworks and special effect pyrotechnics, but does not include firecrackers or explosive devices.
 - w. “Fireworks Permit” means a permit, issued by the Fire Chief or their designate, authorizing the sale, purchase, possession, handling ,discharge, firing or setting off fireworks in the Town of Lamont.
 - x. “Incident” means a fire or medical situation where a fire or

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explosion is imminent, or any other situation presenting danger, or possible danger, to life, property, or the environment, and to which the fire department has responded.

- y. "Member" means any person who is duly appointed, or employed as, a member of the fire department and includes the Fire Chief.
- z. "Member in Charge" means the member who is in command of an incident in accordance with County policies and procedures.
- aa. "Owner" means the person or persons listed on title as the registered owner of property at the Land Titles Office.
- bb. "Person" means any individual, firm, partnership, association, or corporation.
- cc. "Prohibited Debris" means any material that when burned will result in the release of dense smoke or toxic air contaminants to the atmosphere as outlined in any legislation or bylaw written to protect and enhance the environment and includes, but is not limited to, materials described as:
 - i. animal carcasses;
 - ii. animal manure;
 - iii. chemical and chemical containers;
 - iv. combustible material in automobiles;
 - v. household refuse;
 - vi. non-wooden material;
 - vii. paints and painting materials;
 - viii. pathological waste;
 - ix. rubber or plastic, or anything containing or coated with rubber or plastic or similar substances, except rubber or plastic attached to shredded scrap steel;
 - x. tires;



- xi. toxic substances;
- xii. used oil; or

- xiii. wood or wood products containing substances for the purpose of preserving wood.

- dd. “Recreational Fires” means a fire confined within a non-combustible structure or container, which is lit for the purpose of cooking, obtaining warmth, or viewing for pleasure and is fueled solely by dry wood, charcoal, natural gas, or propane.

- ee. “Schedule of Fees and Charges Bylaw” means Lamont County’s most recently approved bylaw that establishes the fees and charges applicable to Fire Services only, as amended or replaced from time to time.

- ff. “Violation Ticket” means a violation ticket issued for an offence committed against any of the provisions of this bylaw under Part 2 of the *Provincial Offences Procedure Act*.

4. ESTABLISHMENT AND PURPOSE OF THE FIRE DEPARTMENT

- 4.1 Lamont County has established a regional fire department that provides services to the Town of Lamont through a service agreement.

- 4.2 This fire department is established for the purpose of:
 - i. preventing and extinguishing fires;
 - ii. investigating the cause of fires in accordance with the quality management plan approved by the Safety Codes Council;
 - iii. preserving life, property, and the environment, and protecting persons and property from injury or destruction by fire;
 - iv. providing rescue services and medical emergency co-response;
 - v. preventing, combatting, and controlling Incidents;
 - vi. conducting pre-fire planning and fire inspections in accordance with the quality management plan approved by the Safety Codes Council;

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- vii. purchasing and operating of apparatus and equipment for extinguishing fires or preserving life, property, and the environment;
- viii. enforcing provisions of the *Safety Codes Act*;
- ix. preventing prairie or running fires and enforcing the provisions of the *Forest Prairie and Protection Act*;
- x. fulfilling the requirements of any mutual aid agreements with other municipalities;
- xi. assisting with emergency management;
- xii. providing public education and information regarding fire safety;
- xiii. training and other member development;
- xiv. enforcing this bylaw and any other applicable bylaws and policies of the County and any applicable enactments;
- xv. controlling and mitigating Incidents involving dangerous goods; and
- xvi. otherwise providing emergency services as required,

in accordance with the policies and guidelines established by the County, as amended from time to time, all applicable legislation, and the provisions of the service agreement.

5. AUTHORITY AND RESPONSIBILITY OF THE FIRE CHIEF

- 5.1 The Fire Chief for the Town of Lamont (in consultation with Lamont Administration) shall be employed and appointed by the County.
- 5.2 The Fire Chief shall be responsible for managing the overall delivery of fire protection by the fire department subject to Lamont County Bylaw 847.22 and the Regional Emergency Services Agreement, as amended from time to time.
- 5.3 The Fire Chief is authorized to delegate, and to authorize further delegations of any powers, duties and functions delegated to the Fire Chief under both Lamont County Bylaw 847.22 and this bylaw.

6. AUTHORITY AND RESPONSIBILITIES OF MEMBERS

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6.1 Members are responsible to the Fire Chief for the performance of their duties pursuant to this bylaw and applicable policies of the County.

7. AUTHORITY AND RESPONSIBILITY OF MEMBERS IN CHARGE

7.1 The member in charge at an Incident shall have control, direction and management of all apparatus, equipment and labor assigned to that Incident and shall continue to function as the member in charge until relieved by another member authorized to do so.

7.2 The member in charge shall function as deemed necessary for preserving life and property and protecting persons and property from injury or destruction by fire or another emergency and is authorized to:

- i. enter, pass through or over buildings, structures, or property whether adjacent or in proximity to an Incident and to cause members or apparatus to enter or pass through or over the building, structure, or property without permission;
- ii. establish boundaries or limits and keep persons from entering the area within the prescribed boundaries or limits unless authorized to enter by the member in charge;
- iii. request enforcement officers to enforce restrictions on persons entering within the boundaries or limits outlined in Section 7.2(ii);
- iv. cause a building, structure, or thing to be pulled down, demolished, or otherwise removed;
- v. secure Town of Lamont personnel and equipment which they consider necessary to deal with an Incident (as available);
- vi. secure and/or commandeer privately owned equipment which they consider necessary to deal with an Incident and authorize payment for use of the equipment;
- vii. require any adult person who is not a member to assist in:
 - a. extinguishing a fire or preventing the spread thereof;
 - b. removing furniture, goods and merchandise from any building or structure on fire or in danger thereof and in guarding and securing same; and

- c. demolishing a building or structure at or near the fire or other Incident.

8. OUTDOOR FIRES

- 8.1 No person shall light or cause to be lit any outdoor fire or permit any outdoor fire upon land owned or occupied by that person, or under their control, within the boundaries of the Town of Lamont except as otherwise provided for under this bylaw.
- 8.2 No person shall burn, or cause to be burned, any prohibited debris within the boundaries of the Town of Lamont.
- 8.3 Any person who builds, ignites, or permits a fire within the Town of Lamont must ensure that the fire is not left unsupervised at any time.
- 8.4 Notwithstanding sections 8.1, 8.2, and 8.3, outdoor fires are permitted under this bylaw for the following activities:
 - i. cooking of food using a portable appliance;
 - ii. recreational fires or cooking of food in acceptable fire pits or acceptable fireplaces, provided that:
 - a. only clean fuel is used such as natural gas, dry wood, or charcoal, in amounts that will be contained within the acceptable fire pit or acceptable fireplace below the mesh screen;
 - b. a means, acceptable to the Fire Chief, of controlling or extinguishing the fire is available on the property and within reasonable distance from where the fire occurs;
 - c. the fire is kept under control and always supervised by a responsible adult person until such time that the fire has been completely extinguished;
 - d. flame height does not exceed one meter above the structure or container;
 - iii. burning in fireplaces in, or attached to, dwellings as provided by legislation;
 - iv. an outdoor fire lit by the fire department for training or preventive



- control purposes; and
- v. burning of permitted burnable debris **when located within the appropriate land use district and when burned within an acceptable burning barrel and/or incinerator.**

9. FIRE BANS

- 9.1 The Chief Administrative Officer or designate (in consultation with the Fire Chief) may, from time to time, prohibit some, or all, outdoor fires within the Town of Lamont, or a portion of the Town of Lamont, when the Chief Administration Officer, in their sole discretion, determines that the prevailing environmental conditions may give rise to an increased risk of fire or increased risk of a fire running out of control.
- 9.2 A fire ban imposed pursuant to section 9.1 of the bylaw shall remain in force until either the date provided in the notice of the fire ban or until such time the Chief Administrative Officer provides notice to the public that the fire ban is no longer in effect.
- 9.3 Notice of a fire ban shall be provided to the public. Notice may be in the form of signage, through a public service message on websites, radio stations, or by any means, which the Chief Administrative Officer determines is appropriate for the purpose of informing the public of the fire ban.
- 9.4 When a fire ban is in place, nor person shall:
 - i. ignite a fire and every person shall immediately extinguish any fire lit once the person knows or ought reasonably to know of the fire ban; or
 - ii. sell, purchase, possess, handle, discharge, fire or set off fireworks within the Town of Lamont.
- 9.5 All fireworks permits issued within the area affected by the fire ban are suspended for the duration of the fire ban.

10. FIREWORKS PERMIT

- 10.1 No person shall sell, purchase, possess, handle, discharge, fire or set off fireworks within the Town of Lamont unless they hold a valid fireworks permit.
- 10.2 An application for a fireworks permit shall be made in writing on the form

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- approved by the Fire Chief, as may be amended from time to time.
- 10.3 The issuance of a fireworks permit shall be at the sole discretion of the Fire Chief.
- 10.4 No person under the age of eighteen (18) years shall apply for a fireworks permit.
- 10.5 A fireworks permit shall provide, at minimum:
- i. the time(s) and date(s) for which the fireworks permit is valid;
 - ii. the location(s) where the fireworks may be discharged; and
 - iii. the activity that the fireworks permit authorizes.
- 10.6 A fireworks permit may include any further terms and conditions that the Fire Chief deems necessary for the safe sale or use of the fireworks.
- 10.7 No person shall sell, purchase, possess, handle, discharge, fire or set off fireworks in a manner that is contrary to the terms and conditions of a fireworks permit.
- 10.8 Any person selling, purchasing, possessing, handling, discharging, firing, or setting off fireworks shall keep the fireworks permit available for immediate production to an enforcement officer or member upon demand.
- 10.9 The Fire Chief may revoke any fireworks permit issued pursuant to this bylaw:
- i. for reasons of non-compliance with the National Fire Code – Alberta Edition, the *Explosives Act*, this bylaw or the terms and conditions of the Permit; or
 - ii. due to changes in environmental conditions; or
 - iii. for any reason related to safety to life, limb, or property.
- 10.10 No person shall have in their possession, sell, offer for sale, give away or otherwise distribute, discharge, fire or set off firecrackers within the Town of Lamont.
- 10.11 The sale, purchase, possession, handling, and discharge of fireworks shall always be conducted in compliance with the National Fire Code –



Alberta Edition.

11. BARBEQUES & PROPANE-FUELLED FIRE PITS

11.1 All barbeques and propane-fueled fire pits must comply with the requirements established in the *Safety Codes Act*.

12. FIRE SAFETY PLANS

12.1 As required by the *Safety Codes Act*, all buildings or parts of buildings undergoing construction or demolition must have a fire safety plan, which must comply with the requirements of the *Safety Codes Act*.

13. FIRE AND DANGEROUS GOODS INCIDENT REPORTING REQUIREMENTS

13.1 The owner or authorized agent of any property damaged by fire must immediately report the particulars of the fire to the fire department in the manner and form prescribed by and to the satisfaction of the Fire Chief.

13.2 The owner or authorized agent of any property containing Dangerous Goods which sustains an accidental or unplanned release of the Dangerous Goods must immediately report the particulars of the release to the fire department in the manner and form prescribed by and to the satisfaction of the Fire Chief.

14. SERVICE FEES AND CHARGES

14.1 When the fire department has taken any action whatsoever for the purpose of:

- i. site inspections for regulated occupancies;
- ii. requested site inspections;
- iii. fire investigations;
- iv. business inspections;
- v. file searches;
- vi. report copies;
- vii. duplicate copies of photographs;

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- viii. photocopies of photographs;
- ix. site inspection or fire permit for flammable or combustible fuel tank installation;
- x. site inspection or fire permit for flammable or combustible fuel tank removal;
- xi. fire permits;
- xii. fireworks permits;
- xiii. responding to an incident; or
- xiv. responding to a false alarm;

the applicable fee as set out in the County's most current *Schedule of Fees and Charges Bylaw* must be paid to the County by the owner of the subject property.

- 14.2 The fees charged by the fire department for services rendered pursuant to this bylaw are set out in the County's *Schedule of Fees and Charges Bylaw*, as amended from time to time.
- 14.3 The fees and charges described in this section shall be a debt due and owing to the County and collection of unpaid fees and charges may be undertaken by civil action in a court of competent jurisdiction.

15. FIRE PROTECTION CHARGES

15.1 When the fire department has extinguished a fire within the Town of Lamont for the purpose of preserving life, property, and the environment from injury or destruction, the Fire Chief may charge any costs incurred by the fire department in taking such action to:

- i. the person or persons causing or contributing to the fire; or
- ii. the owner or occupant of the parcel of land,

and all persons charged are jointly and severally liable for payment of the fire protection charges to the County.

15.2 Fire protection charges shall be paid within thirty (3) days of receipt.

15.3 Collection of unpaid fire protection charges may be undertaken by civil

action in a court of competent jurisdiction, and any civil action does not invalidate any lien which the Town of Lamont or the County is entitled to on the parcel of land in respect of which the indebtedness is incurred.

- 15.4 Without limited section 15.1, the owner of a parcel of land within the Town of Lamont is liable for fire protection charges incurred in relation to the fire department extinguishing fires on that parcel and the Town of Lamont may add to the tax roll of the parcel of land all unpaid fire protection charges, which forms a special lien against the parcel of land in favor of the Town of Lamont from the date the amount was added to the tax roll. Fire protection charges recovered through the tax roll shall be remitted to the County upon recovery.

16. INSPECTION AND ENFORCEMENT

- 16.1 Where a parcel of land does not comply with this bylaw or a person contravenes this bylaw, the Town of Lamont or the County may pursue its enforcement alternatives in accordance with this bylaw, any enactment, or any common law right, including issuing an order to remedy contraventions or dangers, remedying contraventions, or dangers by the County, adding amounts to tax rolls, and pursuing injunctions pursuant to the *Municipal Government Act*.
- 16.2 The Fire Chief is authorized to conduct inspections of land and structures, issue orders, remedy conditions and contraventions, and enforce this bylaw in accordance with the *Safety Codes Act* and the *Municipal Government Act*.

17. OFFENCES

- 17.1 No person shall:
- i. contravene any provision of this bylaw;
 - ii. damage or destroy fire department property;
 - iii. falsely represent themselves as a member;
 - iv. obstruct or otherwise interfere with access by the fire department or fire department property to:
 - a. the scene of an Incident;
 - b. a fire hydrant, cistern or other body of water designated for

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- firefighting purposes; or
- c. to connections to fire mains, standpipes, or sprinkler systems.
- v. cross any boundaries or limits established by the fire department in accordance with this bylaw, without the express authorization of the member in charge;
- vi. knowingly cause or permit a burning hazard or fire hazard to exist on a parcel of land;
- vii. deposit, discard or abandon any burning matter or substance to create a burning hazard;
- viii. light any fire, or cause any fire to be lit, during a fire ban;
- ix. light a fire unless permitted under this bylaw or with the express permission of the Fire Chief;
- x. provide false, incomplete, or misleading information to the Fire Chief, a member, or an enforcement officer with respect to a fireworks, or other permit, application;
- xi. light a fire on any land not their own without the written consent of the owner of the land;
- xii. permit a fire lit by that person to pass from their own land to the land of another person;
- xiii. light a fire without first taking sufficient precautions to ensure that the fire can be always kept under control;
- xiv. conduct any activity that might reasonably be expected to cause a fire unless that person exercises reasonable care to prevent a fire from occurring;
- xv. conduct any activity that involves the use of a fire, where smoke produced by the fire may impede the visibility of vehicular or pedestrian traffic on any road or highway;
- xvi. light a fire on lands owned or controlled by the Town of Lamont except with the Town of Lamont's express written consent and with the approval of the Fire Chief;
- xvii. use a fire to burn Prohibited Debris;



- xviii. impede, obstruct, or otherwise hinder the Fire Chief, a member of the fire department or an enforcement officer in performing their duties under this bylaw or related legislation; or
- xix. impede, obstruct or otherwise hinder access to property or equipment required for use by a member of the fire department or enforcement officer in performing their duties under this bylaw or related legislation.

18. PENALTIES

- 18.1 A person who contravenes or fails to comply with any provision of this bylaw is guilty of an offence and is liable to a fine in amount not less than \$250 and not more than \$2,500. No person found guilty of an offence under this bylaw is liable to imprisonment.
- 18.2 Without restricting the generality of section 19.1, the fine amounts established for use on Violation Tickets if a voluntary payment option is offered are as set out in Schedule "A" of this bylaw.

19. VIOLATION TICKETS AND VOLUNTARY PAYMENT

- 19.1 An enforcement officer is authorized and empowered to immediately issue a violation ticket pursuant to the *Provincial Offences Procedure Act* to any person that the enforcement officer has reasonable grounds to believe has contravened any provision of this bylaw.
- 19.2 If a Violation Ticket is issued in respect of an offence, the Violation Ticket May:
 - i. specify the fine amount established by this bylaw for the offence; or
 - ii. require a person to appear in court without the alternative of making a voluntary payment.
- 19.3 A person who commits an offence may:
 - i. if the Violation Ticket is issued in respect of the offence; and
 - ii. if the Violation Ticket specifies the fine amount established by this bylaw for the offence,

make a voluntary payment by submitting to a Clerk of the Provincial

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Court, on or before the initial appearance date indication on the Violation Ticket, the specified penalty set out on the Violation Ticket

- 19.4 When the Clerk records in the Court Records the receipt of a voluntary payment pursuant to Section 14.2 and the *Provincial Offences Procedure Act*, the act of recording receipt of that payment constitutes acceptance of the guilty plea and constitutes the conviction and the imposition of a fine in the amount of the specified penalty.

20. SEVERABILITY

- 20.1 Each provision of this bylaw is independent of all other provisions. If any provision of this bylaw is declared invalid for any reason by a court of competent jurisdiction, all other provisions of this bylaw will remain valid and enforceable.

21. REPEAL AND EFFECTIVE DATE

- 21.1 Bylaw 02/24, being the “Regional Fire Services Bylaw” is passed and comes into full force and effect when it receives third reading and is signed in accordance with the *Municipal Government Act*.

- 21.2 Upon this bylaw coming into full force and effect, the following bylaws, policies, and any amendments thereto, are hereby repealed:

- i. 10/15 Fire Bylaw; and
- ii. 18/08 Fireworks Bylaw.

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

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

READ A THIRD TIME AND PASSED THIS _____ DAY OF _____, 20_____ .

Mayor

Chief Administrative Officer

Date signed

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Initials_____

**SCHEDULE "A" BYLAW 01/24 REGIONAL FIRE SERVICES
Specified Penalties**

Section Number	Offence	Minimum Penalty		
		First Offence	Second Offence	Third and Subsequent Offences
9.1	Burning during a fire ban	\$1500	\$2000	\$2500
13.1/13.2	Failure to report an incident to the fire department	\$250	\$250	\$250
17.1(ii)	Damage or destroy fire department property	\$500 + Replacement Cost	\$500 + Replacement Cost	\$500 + Replacement Cost
17.1(vii)	Deposit, discard, or leave any burning matter or substance that may cause a fire	\$1000	\$2000	\$2500
17.1(ix)	Lighting an outdoor fire in contravention with this bylaw	\$500	\$1000	\$1500
17.1(x)	Providing false or misleading information when applying for a fire works, or other permit applications	\$500	\$1000	\$1500
17.1(xiii)	Failure to take necessary precautions when burning	\$500	\$1000	\$1500
17.1(xvi)	Lighting an outdoor fire on municipal land without consent	\$500	\$1000	\$2500
17.1(xvii)	Burning prohibited debris	\$1000	\$2000	\$2500
17.1(xix)	Impeding, obstructing, or otherwise hindering a member of the fire department or enforcement officer in performing their duties	\$1500	\$2000	\$2500
	Impeding, obstructing, or otherwise hindering access to property or equipment required by a member of the fire department or enforcement officer in performing their duties	\$1500	\$2000	\$2500

BEING A BYLAW OF THE TOWN OF LAMONT IN THE PROVINCE OF ALBERTA, FOR THE PURPOSE OF REGULATING COMMUNITY STANDARDS, SNOW REMOVAL, NOISE, ~~FIRE PIT AND BURNING~~.

WHEREAS, under the provisions of the *Municipal Government Act*, RSA 2000, c. M-26, the Council of the Town of Lamont may pass Bylaws respecting the following matters:

- i. the safety, health and welfare of people and the protection of people and property, and
- ii. clearing of snow, ice, dirt and other obstructions from the sidewalks situated on land adjoining the property owned or occupied by them, and
- iii. prohibiting, eliminating or abating noise within the Town of Lamont.

AND WHEREAS pursuant to the *Safety Codes Act*, a Council may pass bylaws respecting the following matters:

- i. minimum maintenance standards for building and structures, and
- ii. unsightly or derelict buildings or structures.

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

1. BYLAW TITLE

- 1.1 This Bylaw is known as “Community Standards Bylaw”.

2. ENFORCEMENT REQUIREMENT

- 2.1 The Town of Lamont is not required to enforce this Bylaw or parts of this Bylaw. In deciding whether to enforce this Bylaw or parts of this Bylaw, the Town may take into account any practical concerns, including available budget and personnel resources.

3. DEFINITIONS

- 3.1 For the purposes of this Bylaw:
 - a. “Act” means the *Municipal Government Act*, RSA 2000, c.M-26.
 - b. “Boulevard” means the part of a Highway that:
 - i. is not a roadway, and

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- ii. is that part of the sidewalk that is not especially adapted to the use of or ordinarily used by pedestrians.
- c. “Building” means anything constructed or placed on, in, over or under land that does not include a Highway.
- d. “Chief Administrative Officer” means the individual appointed as such under the *Municipal Government Act* R.S.A. 2000, c. M-26 as amended or repealed and replaced from time to time and regulation thereunder, by Council, also known as the “Town Manager”.
- e. “Council” means the Council of the Town of Lamont.
- ~~f. “Fire” means any combustible material in a state of combustion.~~
- ~~g. “Fire Chief” means any person(s) designated by the Town of Lamont to perform the duties and responsibilities as outlined in this or the Fire Bylaw.~~
- ~~h. “Fire Department” means the Town department duly appointed as the Fire Department by Council.~~
- i. “Highway” means any thoroughfare, street, road, trail, avenue, parkway, driveway, viaduct, lane, alley, square, bridge, causeway, trestle way or other place or any part of them, whether public or privately owned, that the public is ordinarily entitled or permitted to use for the passage of vehicles and includes:
 - i. a sidewalk including a boulevard adjacent to the sidewalk;
 - ii. if a ditch lies adjacent to and parallel with the roadway, the ditch; and
 - iii. if a Highway right of way is contained between fences or between a fence and one regulation not to be a Highway.
- j. “Land Use Bylaw” means the Town’s Land Use Bylaw, as amended.
- k. “Motor Vehicle” means a vehicle propelled by any power other than muscular power.
- l. “Night Time” means the period beginning at 10:00 pm and ending the following day at:

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- i. 7:00 am if the following day is Monday through Friday; or
- ii. 9:00 am if the following day is a Saturday, Sunday or statutory holiday.
- m. “Occupant” means a person or persons occupying property, including a lessee or licensee, who has actual use, possession or control of the property.
- n. “Owner” means the registered owner of the property, shown as the owner of a parcel of land on the Town’s assessment roll prepared by the Town pursuant to the *Municipal Government Act*.
- o. “Person” means any individual, firm, partnership, association, corporation, trustee, executor, administrator or other legal representative.
- p. “Peace Officer” means:
 - i. a member of the Royal Canadian Mounted Police;
 - ii. a member of a municipal police service;
 - iii. a Community Peace Officer where under that person’s appointment as a Community Peace Officer that person is empowered to carry out the duties of a Peace Officer; or
 - iv. a Bylaw Enforcement Officer who is appointed as per the Bylaw Enforcement Officer Bylaw.
- q. “Property” means real property and any building and improvements thereon.
- r. “Public Place” means a property, whether publicly or privately owned, to which members of the public have access as a right or by express implied invitation, whether for payment of any fee or not.
- s. “Residential Building” means a structure that contains one or more dwelling units including a house, multi-family dwelling, housing project, apartment building, lodging house, senior citizen complex or hospital;
- t. “Sidewalk” means that part of a highway especially adapted to the user or ordinarily used by pedestrians and includes that part of a



highway between the curb line, or where there is no curb line, the edge of the highway and the adjacent property line whether or not it is paved or improved.

- u. “Town” means the Municipal Corporation of Lamont.
- v. “Violation Tag” means a tag or similar document issued by the Town pursuant to the *Municipal Government Act* R.S.A. 2000, c. M-26 as amended or repealed and replaced from time to time and regulation there under.
- w. “Violation Ticket” has the same meaning as in the *Provincial Offences Procedure Act*.

4. INTERPRETATIONS

- 4.1 An owner is ultimately responsible for all activities on their property which may constitute an infraction of this Bylaw.
- 4.2 Nothing in this Bylaw relieves a person from complying with any Federal or Provincial legislation or regulation, other bylaw or any requirement of any lawful permit, order or license.

5. PROPERTY MAINTENANCE/LAND AND BUILDINGS

- 5.1 For the purpose of this part, a person who is the owner or occupant shall be considered to occupy the boulevard and sidewalks immediately adjacent to their property.

6. WATER, EAVES TROUGHS, DOWNSPOUTS

- 6.1 No owner or occupant of a property shall allow a flow of water from a hose or similar device on the property to be directed to an adjacent property.
- 6.2 An owner or occupant of a property shall direct any rainwater, downspout or eaves troughs on the property towards the:
 - i. front of the property;
 - ii. side yard which does not abut another property; or

- iii. a side yard which abuts another property only if there is a minimum of 6 meters (20 feet) of permeable ground between the outfall of the downspout or eaves trough and the adjacent property.

7. SNOW, ICE, DEBRIS OR OBSTRUCTION

- 7.1 The owner or occupant of any property adjacent to a sidewalk is responsible for the removal of all ice and snow from that portion of the sidewalk within seventy-two (72) hours of a snowfall or rainfall that creates icy conditions.
- 7.2 Where an owner or occupant anticipates being absent, the owner or occupant must make arrangements to ensure the sidewalks are maintained in accordance with this Bylaw.
- 7.3 Snow removed from driveways, parking lots or service lots shall NOT be placed or moved onto highways or sidewalks.
- 7.4 Snow removed from sidewalks only, in the business area, shall NOT be placed on the highway unless there is no lot space available to store the snow.
- 7.5 An owner or occupant of a building abutting or within 3 meters (9.8 feet) of any highway or public place, shall remove snow or ice that has accumulated on the roof, eaves, or awning to the extent that a danger or risk is created to the public passing or the property of others. The corrective action shall be undertaken immediately with due care for the warning and safety of public passing or the property of others.
- 7.6 If water drips from a building or awning upon a sidewalk or highway, the owner or occupant of the property shall clean the sidewalk or highway portion thereof to prevent ice from forming thereon.
- 7.7 No person shall place any goods, wares, merchandise or any other article upon a sidewalk or highway outside any shop, warehouse or other building so as to obstruct or cause hazard to pedestrian or vehicular traffic.
- 7.8 Where an owner or occupant fails to comply with Section 7.1, the Town may cause the sidewalk to be cleared of any snow or ice at the expense of the owner.

~~8. FIRE PIT/FIREPLACE STANDARDS~~

~~8.1 In this part, a fire pit means an outdoor receptacle for a recreational fire that meets the following specifications:~~

- ~~i. The location is at least 3.0 (9.8 feet) from any building, property line, or combustible material;~~
- ~~ii. The opening does not exceed 1 meter (39 inches) in width or diameter;~~
- ~~iii. The installation has enclosed sides made of non-combustible material;~~
- ~~iv. It has a spark-arrester mesh screen cover with an opening no larger than 1.25 cm (0.5 inches) which is constructed of a non-combustible material and covers the fire pit in a manner sufficient to contain and reduce the hazards of airborne sparks;~~
- ~~v. It is not located over any underground utilities or under any above ground wires;~~
- ~~vi. The fire pit does not exceed 0.6 meters (2 feet) when measured from the surrounding grade to the top of the pit.~~

~~8.2 A fireplace means an outdoor receptacle that meets the following specifications:~~

- ~~i. A minimum of 1 meter (39 inches) from the nearest fireplace edge is maintained from all buildings, property lines and other combustible materials;~~
- ~~ii. The fireplace is constructed of materials such as bricks or rocks that are heat and flame resistant;~~
- ~~iii. The fireplace is equipment with a chimney that is not less than 2.5 meters (8.2 feet) in height when measured from the base of the fire burning area;~~
- ~~iv. The fireplace chimney is equipped with a regulation screen designed to contain and reduce the hazards of airborne sparks;~~
- ~~v. The base of the fire burning area is not less than 0.3 meters (12 inches) above the surrounding grade;~~

~~vi. The fire chamber does not exceed 1.25 meters (49 inches) in width and is between 0.4 meters (16 inches) and 0.6 meters (24 inches)~~

~~8.3 Prohibited Debris in this section means:~~

- ~~i. animal cadavers;~~
- ~~ii. animal manure;~~
- ~~iii. pathological waste;~~
- ~~iv. non-wooden material;~~
- ~~v. material in automobiles and automobile bodies;~~
- ~~vi. tires;~~
- ~~vii. rubber, plastic, or anything containing or coated with rubber or plastic or similar substances, except rubber or plastic attached to shredded scrap steel;~~
- ~~viii. used oil;~~
- ~~ix. wood or wood products containing substances for the purpose of preserving wood;~~
- ~~x. household refuse.~~

~~8.4 Burnable Debris in this section means:~~

- ~~i. leaves and tree prunings;~~
- ~~ii. brush and fallen trees on newly cleared land or associated with logging operations;~~
- ~~iii. used power, telegraph and telephone poles that do not contain wood preservatives;~~
- ~~iv. wooden material from construction or demolition of buildings which does not contain wood preservatives;~~
- ~~v. solid waste from sawmills or planing mills with an annual production of less than 6500 cubic meters of lumber;~~

~~vi. — solid waste from post or pole operations that does not contain wood preservatives; and~~

~~vii. — solid waste from tree harvesting operations.~~

~~8.5 — Portable Barbecuing Appliance means any appliance sold or constructed for the purpose of cooking food outdoors, normally fueled by liquefied petroleum gas (LPG), natural gas, compressed briquettes or charcoal.~~

~~8.6 — When using an approved fire pit or approved fireplace, there shall be no burning of prohibited debris, and no burning of any material that is contrary of federal, provincial, or municipal legislation or regulations.~~

~~8.7 — Every owner or occupant who builds, ignited or allows a fire in an approved fire pit or approved fireplace must ensure that:~~

~~i. — only burnable debris is used;~~

~~ii. — a means of extinguishing the fire is kept on hand at all times while the fire is burning;~~

~~iii. — the flames from the fire do not exceed 1 meter (39 inches) in height at any time;~~

~~iv. — the fire is supervised at all times by a responsible person; and~~

~~v. — prior to leaving the fire, the fire is extinguished completely, leaving only cold ashes.~~

~~8.8 Fire Ban: Notwithstanding any provision of this or any other Bylaw, the Fire Chief or their designate may declare a partial or complete ban on burning of any kind within the Town limits. If a fire ban has been declared, no person shall build, ignite or allow any kind of fire contrary to the fire ban.~~

9. NOISE CONTROL

9.1 Except as authorized pursuant to this Bylaw, no Person shall cause or permit any noise that annoys or disturbs the peace of any other Person.

9.2 Except as authorized pursuant to this Bylaw, no Owner or Occupant of a Premises shall cause or permit any noise that annoys or disturbs the peace of any other Person.

9.3 In determining if a sound is reasonably likely to annoy or disturb the peace of others consideration may be give, but is not limited to:

- i. type, volume, and duration of the sound;
- ii. time of day and day of week;
- iii. nature and use of the surrounding area; and
- iv. any other relevant factor.

or as determined by Peace Officer

9.4 With the exception of the activities referred to herein, unless permission from the Town is first obtained, no Person shall use, operate, or allow to be used or operated, any tools, machinery, motor vehicle, or equipment so as to create a noise, or disturbance which may be heard in a Residential Building in the Night Time.

9.5 No Drinking Establishment shall permit any noise to emanate from the Premises of such Drinking Establishment such that it annoys or disturbs any Person outside the boundary of the Drinking Establishment.

9.6 In the operation or carrying on of an industrial activity, the Person operating or carrying on that activity shall make no more noise than is necessary in the normal method of performing or carrying on that activity.

9.7 Nothing in this Bylaw shall prevent the continual operation or carrying on of an industrial activity where the activity is one which is a permitted use, an approved discretionary use, or a non-conforming, but not illegal, use as defined in the Act.

9.8 Section 9 does not apply to work carried on by the Town or by a contractor carrying out the instructions of the Town.

10. UNSIGHTLY

10.1 An unsightly is any condition on or around property that is untidy, offensive, dangerous to health and safety, or which interferes with the use or enjoyment of other property, and includes:

- i. uncut grasses or weeds on the property that are longer than 10 cm;



- ii. trees or shrubs that interfere with civic works or any public utilities, obstructs sidewalk adjacent to property, that impairs the visibility required for the safe traffic flow at any intersection adjacent to the property, or that has any rot, disease or any other deterioration;
- iii. dense or opaque smoke emitted into the atmosphere;
- iv. dense or opaque dust emitted into the atmosphere;
- v. smelly compost heaps or other noxious odors;
- vi. wrecked, dismantled, rusted or inoperative vehicles or vehicle parts, or those that are abandoned, unregistered or uninsured;
- vii. any material including but not limited to garbage, building materials, tires, boxes, machines or machine parts;
- viii. any condition, which in the opinion of the Peace Officer, taking into account the land use district, the authorized land uses and neighboring properties, are detrimental to the surrounding area;
- ix. in respect of a structure, any signs of significant physical deterioration, including but not limited to, peeling/unfinished paint, damaged or missing shingles, shutters or railings, collapsed or collapsing structures, or broken/damaged/unsecured doors or windows; and
- x. any land that shows signs of a serious disregard for general maintenance or upkeep, included but not limited to, broken or damaged driveways or walkways, and collapsing or damaged sheds.

10.2 The person responsible for the contravention, which can include the owner or occupant, must prevent unsightly conditions and immediately remedy unsightly conditions.

11. MISCELLANEOUS RESTRICTIONS AND PROHIBITIONS

11.1 The owner or occupant is responsible for any object or good disposed of or from the property onto any portion of a highway.

11.2 A motor vehicle found to be leaking engine, transmission or brake fluid, antifreeze or any other environmentally harmful fluids of any type shall be deemed to constitute a danger to public safety and may be towed away

and the fluids removed from the highway at the expense of the registered owner of the motor vehicle.

- 11.3 No person shall tamper with or remove a manhole cover or valve cover from its seat base without authorization from the Chief Administrative Officer.

12. ENFORCEMENT

- 12.1 The Chief Administrative Officer is hereby authorized to enforce the provisions of this Bylaw.
- 12.2 A Peace Officer is hereby authorized to enforce the provisions of this Bylaw.

13. ORDER TO REMEDY

- 13.1 Pursuant to the *Municipal Government Act*, if a designated officer believes, on reasonable grounds, that a person is contravening this Bylaw, the designated officer may, by written order require any person responsible for the contravention to remedy it.
- 13.2 The order may:
- i. direct a person to stop doing something, or to change the way in which the person is doing it;
 - ii. direct a person to take any action or measures necessary to remedy the contravention of this Bylaw and if necessary to prevent a recurrence of the contravention;
 - iii. state a time within which the person must comply with the directions;
 - iv. state that if the person does not comply with the directions within a specified time, the Town will take necessary actions or measures required to remedy the contravention, at the expense of the person.
- 13.3 Pursuant to the *Municipal Government Act*, the expenses and cost of an action or measure taken by the Town under this section are an amount owing to the Town by the person who contravened the Bylaw.
- 13.4 Pursuant to the *Municipal Government Act*, a Council may add the following amounts to the tax roll of a parcel of land:



- i. unpaid expenses and costs referred to in the *Municipal Government Act*, if the owner of the property contravened the Bylaw and the contravention occurred on all or part of the property;
 - ii. any administrative charges as set in Policy by Council resolution as amended from time to time.
- 13.5 A person named in and served with an order issued pursuant to this section shall comply with any action or measure required to be taken within the time specified.
- 13.6 An order issued pursuant to this section may be served:
- i. In the case of an individual:
 - a. by delivering it personally to the individual;
 - b. by leaving it for the individual at their apparent place of residence with someone who appears to be at least 18 years of age; or
 - c. by registered mail addressed to the individual at their apparent place of residence or to any address of the individual on the tax roll of the Town; and
 - ii. In the case of a corporation:
 - a. by delivering it personally to any director or officer of the corporation;
 - b. by delivering it personally to a person apparently in charge of an office of the corporation at an address held out by the corporation to be its address; or
 - c. by registered mail addresses to the registered office of the corporation.

14. OBSTRUCTION

- 14.1 A person shall not obstruct or hinder any person in the exercise or performance of the person's powers pursuant to this Bylaw.



15. GENERAL

- 15.1 Without restricting any other power, duty or function granted by this Bylaw, the Chief Administrative Officer or any Peace Officer may:
- i. carry out an inspection to determine compliance with this Bylaw, or take any steps or carry out any action required to enforce this Bylaw; or
 - ii. take any steps or carry out any actions required to remedy a contravention of this Bylaw; or
 - iii. establish investigation and enforcement procedures with respect to property and such procedures may differ depending on the type of property in question.

16. APPEAL PROCEDURE

- 16.1 A person who receives a written order under this Bylaw may request Council to review the order by delivering a written request to the Chief Administrative Officer within fourteen (14) days of the order being received. The order shall be deemed received within five (5) days of mailing.

17. OFFENCE

- 17.1 A person who contravenes any provision of this Bylaw is guilty of an offence.

18. OFFENCES AND PENALTIES

- 18.1 A person who is guilty of an offense is liable, upon summary conviction, to a specified penalty for that offence as set out in Schedule "A" to this Bylaw.
- 18.2 Notwithstanding Section 12 of this Bylaw, any person who commits a second or subsequent offence under this Bylaw within ONE (1) year of committing a first offence under this Bylaw, is liable upon summary conviction to the fine as set out in Schedule "A" of this Bylaw, for that offence.
- 18.3 Under no circumstances shall a person contravening any provision of this Bylaw be subject to the penalty of imprisonment.

19. VIOLATION TAGS

19.1 A Peace Officer is hereby authorized and empowered to issue a Violation Tag to any person whom the Peace Officer has reasonable grounds to believe has contravened any provision of this Bylaw.

19.2 A Violation Tag may be served:

- i. In the case of an individual:
 - a. by delivering it personally to the individual;
 - b. by leaving it for the individual at the apparent place of residence with someone who appears to be at least 18 years of age; or
 - c. by mail addressed to the individual at the apparent place of residence or to any address for the individual on the tax roll of the Town; and
- ii. In the case of a corporation:
 - a. by delivering it personally to any director or officer of the corporation;
 - b. by delivering it personally to a person apparently in charge of an office of the corporation at an address held out by the corporation to be its address; or
 - c. by mail addressed to the registered office of the corporation.

19.3 A Violation Tag issued pursuant to this Bylaw shall be in the form approved by the Chief Administrative Officer and shall state:

- i. the name of the person to whom the violation tag is issued;
- ii. a description of the property upon which the offence has been committed, if applicable;
- iii. a description of the offence and the applicable Bylaw section;
- iv. the appropriate penalty for the offence as specified in Schedule "A" of this Bylaw;



- v. the time period in which the specified penalty must be paid in order to avoid prosecution for the alleged offence; and
 - vi. any other information as may be required by the Chief Administrative Officer.
- 19.4 Where a Violation Tag has been issued pursuant to this Bylaw, the person to whom the Violation Tag has been issued may, in lieu of being prosecuted for the offence, pay to the Town the penalty specified on the Violation Tag.
- 19.5 Nothing in this Bylaw shall prevent a Peace Officer from immediately issuing a Violation Ticket.

20. VIOLATION TICKETS

- 20.1 In those cases where a Violation Tag has been issued and the penalty has not been paid within the prescribed time period, a Peace Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to Part II of the *Provincial Offences Procedures Act*, to any person whom a Peace Officer has reasonable grounds to believe has contravened any provision of this Bylaw.
- 20.2 Notwithstanding the foregoing provision of this Bylaw, a Peace Officer is hereby authorized and empowered to immediately issue a Violation Ticket pursuant to Part II of the *Provincial Offences Procedure Act*, to any person whom the Peace Officer has reasonable grounds to believe has contravened any provision of this Bylaw.
- 20.3 A Violation Ticket issued with respect to a contravention of this Bylaw shall be served on the person responsible for the contravention in accordance with the *Provincial Offences Procedure Act*.
- 20.4 The person to whom the Violation Ticket has been issued may plead guilty by making a voluntary payment in respect of the summons by delivering to the Provincial Court, on or before the initial appearance date, the Violation Ticket together along with an amount equal to the specified penalty for the offence as provided in Schedule "A" of this Bylaw.
- 20.5 When a clerk of the Provincial Court records the receipt of a voluntary payment pursuant to Section 20.4 and the *Provincial Offences Procedures Act*, the act of recording constitutes acceptance of the fine in the amount of the specified penalty.



21. SEVERABILITY

21.1 It is the intention of Council that each separate provision of this Bylaw shall be deemed independent of all other provisions. If any portion of this Bylaw is declared invalid by a court of competent jurisdiction, the invalid portion shall be severed, and the remainder of the Bylaw is deemed valid.

22. TRANSITIONAL

22.1 That Bylaw 10-23 Community Standards is hereby repealed.

23. EFFECTIVE DATE

23.1 That this Bylaw shall come into force and take effect upon the date of third reading and is duly signed.

READ A FIRST TIME THIS 23rd day of JANUARY, 2024.

READ A SECOND TIME THIS 23rd day of JANUARY, 2024.

READ A THIRD TIME AND PASSED THIS 23rd day of JANUARY, 2024.

Mayor

Chief Administrative Officer

January 23, 2024 _____

Date signed

SCHEDULE "A" BYLAW 02/24 COMMUNITY STANDARDS

Section Number	Offence	Violation Ticket 1st offence	Violation Ticket 2nd and Subsequent Offence
6.1	Water flowing onto another property	\$200.00	\$250.00
7.1	Failure to remove snow or ice	\$200.00	\$250.00
7.3, 7.4	Placing snow off property	\$200.00	\$250.00
7.5	Removal of snow from eaves	\$200.00	\$250.00
7.7	Objects on sidewalk causing an obstruction	\$200.00	\$250.00
8.1	Fire pit not meeting regulations	\$200.00	\$250.00
8.2	Outdoor fireplace not meeting regulations	\$200.00	\$250.00
8.3	Burning Prohibited Material	\$250.00	\$300.00
8.7.2	No means of extinguishing available	\$250.00	\$300.00
8.7.4	No supervisor available	\$250.00	\$300.00
8.7.5	Not fully extinguishing fire	\$250.00	\$300.00
8.8	Burning while a fire ban is in place	\$300.00	\$350.00
8.1	Make Prohibited Noise	\$200.00	\$250.00
9.1	Unsightly	\$350.00	\$600.00

BY-LAW NO. 18/08

A By-law of the Town of Lamont In The Province of Alberta

A By-law of the Town of Lamont for the purpose of controlling Fireworks in the Town of Lamont.

WHEREAS The Municipal Government Act, Chapter M26, RSA 2000, Part 1, Section 3 authorizes such things, that in the opinion of Council, are necessary or desirable for all or part of the Municipality and to develop and maintain safe and viable communities;

AND WHEREAS The Council of the Town of Lamont deems it desirable and in the public interest to exercise and control the use of Fireworks in the Town of Lamont;

NOW THEREFORE the Municipal Council of the Town of Lamont in the Province of Alberta duly assembled as follows:

This By-law shall be cited as the Town of Lamont Fireworks By-law.

Specific Provisions

Section One: Definitions

1. "Fireworks" include all fireworks, except display fireworks, Christmas crackers, sparklers, and caps for toy guns. Further, "Fireworks" shall be divided into two distinct categories-'Low hazard' and "High hazard".
2. "Low Hazard Fireworks" means fireworks generally used for personal display, such as; showers, fountains, golden rain, lawn lights, pin wheels, volcanoes and sparklers and fall into the category of Class 7.2.1 of the Explosive Regulations of the Explosives Act, R.S.C. 1985, C.E. 17.
3. "High Hazard Fireworks" means fireworks generally used for public or commercial displays, such as; rockets, serpents, shell, bombshells, tourbillions, maroons, large wheels, bouquets, barrages, bombardos, waterfalls, mines, fountains and all similar fireworks that fall into the category of Class 7.2.2 of the Explosive Regulations of the Explosives Act, R.S.C. 1985, C.E. 17.
4. "Peace Officer" means a member of the Royal Canadian Mounted Police, a By-law Enforcement Officer or Special Constable appointed pursuant to the provisions of Section 38 of the Police Act, Revised Statutes of Alberta, 1980, Chapter P-12 and all amendments and successors thereto.
5. "Fireworks" permit" means the express written permission granting authorization to discharge, ignite, or fire fireworks.
6. "Town of Lamont" means anywhere within and up to the edge of the Corporate Limits of the Town of Lamont as identified by signage.

Section Two: Prohibitions

7. No person or organization shall:
 - a) discharge, ignite, or fire any fireworks or explosives of any type within the Town of Lamont, without gaining an approved Fireworks Permit from the Town CAO or his/her designate.

Section Three: Offence

8. Failure to comply with this By-law is an Offence. Any person or organization who is found contravening the provisions of this By-law is guilty of an offence and is liable:
 - a. Upon first offence, a penalty not to exceed \$100.00.
 - b. Upon second offence, or where mischievous intent was present, a penalty not to exceed \$250.00.

- c. Upon third offence, or where deemed malicious intent was present, a penalty not to exceed Five Hundred Dollars (\$500.00).

Section Four: Power of Peace Officers

9. A Peace Officer is here-by authorized and empowered to issue a Violation tag to any and all person(s) or organization(s) who the Peace Officer has reasonable and probable grounds to believe has contravened this By-law.

THAT this By-law shall remain in force from the time of passing until amended or rescinded.

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

Read this first time this 25 day of November, 2008.


Mayor


Chief Administrative Officer

Read this second time this 25 day of November, 2008.


Mayor


Chief Administrative Officer

With unanimous consent of all members present this 25 day of November, 2008.

Read a third and final time and passed on this 25 day of November, 2008,


Mayor


Chief Administrative Officer



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

BYLAW 10/15

BEING A BY-LAW OF THE TOWN OF LAMONT, IN THE PROVINCE OF ALBERTA, FOR THE PURPOSE OF ESTABLISHING FIRE SERVICES AND OPERATION THEREOF WITHIN THE BOUNDARIES OF THE TOWN OF LAMONT.

WHEREAS the Municipal Government Act, RSA 2000, Ch. M-26 as amended, provides that a Council of a Municipality may pass bylaws for the extinguishing of fires, prevention of fires, the preservation of life and property and the protection of persons from injury or destruction by fire;

AND WHEREAS the Act provides that the Council may pass bylaws for any other matter or thing for the protection of life or property as may be considered proper;

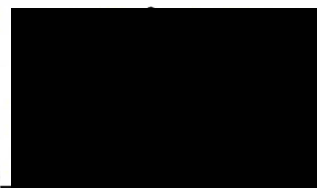
NOW THEREFORE the Council of the Town of Lamont, in the Province of Alberta, duly assembled, enacts as follows:

1. SHORT TITLE

1.1 This Bylaw may be cited as the "Fire Bylaw" of the Town of Lamont.

2. DEFINITIONS

- 2.1 "Alberta Fire Code" means the most current version of fire safety regulations adopted by the Province of Alberta and legislated under the Safety Codes Act;
- 2.2 "Apparatus" means any vehicle provided with machinery, devices, equipment or materials for firefighting, as well as any vehicles used for transporting fire fighters or firefighting equipment or supplies;
- 2.3 "Council" means the Council of the Town of Lamont;
- 2.4 "Dangerous Goods" means any material or substance that may constitute an immediate or long-term adverse effect to life, health, property or the environment when burned, spilled, leaked or otherwise released from its normal use, handling, storage or transportation environment; and shall include those products, substances and organisms that are covered by the Transportation of Dangerous Goods Regulations;
- 2.5 "Deputy Fire Chief" means the person who is appointed by the Fire Chief who performs duties as assigned by the Fire Chief, who performs duties as assigned by the Fire Chief, in the absence of the Fire Chief;
- 2.6 "Equipment" means any tools, contrivances, devices or materials used by the Fire Department to combat an incident or emergency;
- 2.7 "Fire Chief" means the person appointed by Council as the head of the Town of Lamont Fire Department, in accordance with this bylaw;
- 2.8 "Fire Department" means the Town of Lamont Fire Department as established by this bylaw;
- 2.9 "Fire Protection" means all aspects of fire safety including but not limited to fire prevention, firefighting or suppression, pre-fire planning, fire investigation, public education and information, training or other staff development and advising;
- 2.10 "Incident" means a fire, a situation where a fire or explosion is imminent or any other situation presenting a danger or possible danger to life or property and to which the Fire Department has responded;
- 2.11 "Member" means any person that is a duly appointed member of the Town of Lamont Fire Department.





3. REGULATIONS

- 3.1 The Fire Chief shall be appointed by Council, subsequent to discussions with the Fire Department.
- 3.2 New member applications will be reviewed by the Fire Chief. The Fire Chief will be responsible for the acceptance of new members on the Fire Department.
- 3.3 The Fire Chief shall appoint a Deputy Fire Chief and may appoint another officer of the Fire Department to act as Fire Chief on his behalf, after taking into consideration the level of training experience and confidence. The Acting Fire Chief will be responsible to carry out all the duties of the Fire Chief as outlined in the Fire Prevention Act and amendments thereto; and this bylaw.
- 3.4 The limits of the jurisdiction of the Fire Chief, and the officers and members of the Fire Department will extend to the area and boundaries of the Town of Lamont; and no part of the fire apparatus shall be used beyond the limits of the municipality without the express authorization of a written consent or agreement providing for the supply of firefighting services outside the municipal boundaries;
- 3.5 The Fire Chief has complete responsibility and authority over the Fire Department, subject to the direction and control of Council to which he shall be responsible, and in particular he shall be required to carry out all fire protection activities such as Council directs and sanctions. These may include:
 - (a) rescue
 - (b) basic first aid (CPR)
 - (c) fire suppression activities, including training
 - (d) pre-fire planning
 - (e) disaster planning and response
 - (f) dangerous goods response to Level One. Identify situation, contact appropriate resources and evacuate area if necessary (not only related to transportation of)
- 3.6 The Fire Chief, subject to the ratification by Council, shall establish rules, regulations, policies and committees necessary for the proper organization and administration of the Fire Department, including but not limited to:
 - (a) use, care and protection of Fire Department property
 - (b) the conduct and discipline of officers and members of the Fire Department, and
 - (c) efficient operations of the Fire Department
- 3.7 The Fire Chief, or in his absence, the senior ranking member present, shall have control, direction and management of any Fire Department apparatus, equipment or manpower assigned to an incident and where a member is in charge, he shall continue to act until relieved by an officer authorized to do so.
- 3.8 The Fire Chief shall take responsibility for all fire protection matters including the enforcement of the Fire Prevention Act and amendments thereto, and regulations thereunder; this bylaw; and any approved policies as set out by Council.
- 3.9 Officers and members of the Fire Department shall carry out duties and responsibilities assigned to the Fire Department by Council; and the Fire Chief shall report to Council on the operations of the Fire Department or on any other matter in the manner designated by Council.
- 3.10 The Fire Chief, or any other member in charge at a fire is empowered to cause the building, structure or thing to be pulled down, demolished or otherwise removed if he deems it necessary to prevent the spread of fire to other buildings, structures or things.
- 3.11 The Fire Chief or any other member in charge at an incident is empowered to enter the premises or property where the incident occurred and to cause any members, apparatus, or equipment of the Fire Department to enter as they deem necessary in order to control, combat, or deal with the incident.
- 3.11 The Fire Chief or any other member in charge at any incident shall have the power, if they shall deem it necessary for the protection of any building or other property, to enter, pass through, or to cause members of the Fire Department to enter or pass through any



building or premise adjacent or near the scene of the incident, or to convey through or use to operate through, in, or from such adjacent or nearby buildings or premises any emergency units or equipment which they shall deem necessary.

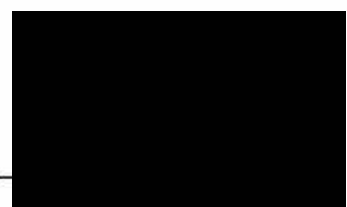
3.12 The Fire Chief or any other member in charge at any incident may in their discretion prescribe the limits in the vicinity of the incident within which, until they remove or change such limits, no person or vehicle shall be permitted to come unless such be a regular member of the Fire Department or a Police Department, or be admitted by order of the Fire Chief and any who shall, without permission, enter upon any portion of such limits herein specified during the time the same shall be so closed, shall be subject to the penalties of this bylaw. The Fire Chief or any other member in charge shall be authorized to call upon police.

3.13 For the prevention or extinguishing of fires, and for the preservation of life and property from injury or destruction by fire, the Fire Chief or any other member in charge at the incident may compel adults for the time being in the Municipality to assist in the extinguishing of fires and to assist in the prevention or spread thereof.

3.14 The Fire Chief or any other member in charge may obtain assistance and support from other officials of the Municipality as they deem necessary in order to discharge their duties and responsibilities under this bylaw and other officials of the Municipality shall provide such assistance forthwith when so requested.

4. EFFECTIVE DATE

23.1 This Bylaw shall come into full force and effect upon the day it receives third and final reading by Council.





READ A FIRST TIME THIS 8 DAY OF December, 20 15 A.D.

[Redacted Signature]

Mayor

[Redacted Signature]

Chief Administrative Officer

READ A SECOND TIME THIS 8 DAY OF December, 20 15 A.D.

[Redacted Signature]

Mayor

[Redacted Signature]

Chief Administrative Officer

PROCEED WITH THIRD READING WITH THE UNANIMOUS CONSENT OF ALL MEMBERS PRESENT THIS 8 day of December, 20 15 A.D.

[Redacted Signature]

Mayor

[Redacted Signature]

Chief Administrative Officer

READ A THIRD TIME THIS 8 DAY OF December, 20 15 A.D.

[Redacted Signature]

Mayor

[Redacted Signature]

Chief Administrative Officer

[Redacted Initials]



Bylaw 867.23 Schedule 'A'
Fees and Charges
Protective Services - Fire Services

Good/Service	Unit	GST	Current Fees as of January 1, 2024
Administration			
Fire File Search	Hour		\$50.00
Fire Report Copy	Each		\$25.00
Fire Inspections			
Initial Inspection of an Occupancy	Each		No Charge
1st Reinspection of an Occupancy	Each		No Charge
2nd Reinspection of an Occupancy	Each		\$200.00
3rd and Subsequent Reinspections of an Occupancy	Each		\$400.00
Fire Inspection Letter	Hour		\$50.00
Occupant Load Certificate	Each		\$50.00
Occupant Load Certificate - Non-Profit Community Group	Each		No Charge
Fire Investigations			
Letters of Investigation Summary	Each		\$100.00
Fire Investigation - Incident	Each		\$150.00
Fire Investigation - Incident After 3rd Hour	Hour		\$50.00
Incident Response to Structure Fires, Wildland Fires & Vehicle Incidents			
<i>*Minimum one hour charge, per unit.</i>			
Any unit response on Provincial Highway			As Per Alberta Infrastructure and Transportation Policy
Pumper (Engine) Truck	Hour		\$450.00
Tender (Tanker) Truck	Hour		\$300.00
Brush (Wildland) Truck	Hour		\$450.00
ATV/UTV/Other Specialty Equipment	Hour		\$150.00
Command Vehicle	Hour		\$185.00
Rescue Truck	Hour		\$450.00
Permits/Fire Prevention			
Low Hazard Fireworks Permit (Per Event)	Each		No Charge
High Hazard Fireworks Permit (Per Event) - Including Pyrotechnics	Each		\$150.00
- Public Displays involving Non-Profit Organizations	Each		No Charge
Fire Permit (Burn Permit)	Each		No Charge
False Alarm Fees			
1st False Alarm	Each		Warning (No Charge)
2nd False Alarm	Each		\$150.00
3rd False Alarm	Each		\$250.00
4th and Subsequent False Alarms	Each		\$400.00
Miscellaneous			
Third Party Service Cost Recovery			Cost Recovery PLUS 10%
<i>*(I.e., cellulose removal, security, heavy equipment, etc.)</i>			



**TOWN OF LAMONT
COUNCIL AGENDA
REQUEST FOR DECISION**

AGENDA ITEM: 4.2

COUNCIL MEETING DATE:
January 23, 2024

ITEM DESCRIPTION OR TITLE

Policy Update – Park Sponsorship, Donation and Memorial Contribution

RECOMMENDATION

THAT Council approve the revisions to Policy #72-08, Park Sponsorship, Donation and Memorial Contribution Policy.

BACKGROUND

As identified within the approved Strategic Plan, Administration continuously reviews and identifies priority policies as time allows. It is beneficial for both the employees and the employer to regularly review these types of policies.

The Park Sponsorship, Donation and Memorial Contribution Policy was identified as needing updates. The following updates were made:

1. The additions of the following:
 - Paragraph 13: Town of Lamont residents that reach the age of 100 will be recognized annually by planting a tree and adding a commemorative leaf to the recognition tree at Hillside Park.

COMMUNICATIONS

This policy once approved would be circulated to all staff.

IMPLICATIONS OF DECISION

N/A

FINANCIAL IMPLICATIONS

N/A

POLICY AND/OR LEGISLATIVE REFERENCES

Policy #72-08, Park Sponsorship, Donation and Memorial Contribution Policy



**TOWN OF LAMONT
COUNCIL AGENDA
REQUEST FOR DECISION**

ATTACHMENTS

Updated Park Sponsorship, Donation and Memorial Contribution Policy #72-08

Report Prepared By: Jackii Ponto-Lloyd, Executive Assistant

Approved by CAO:

A handwritten signature in black ink, appearing to be "JP", is written over the text "Approved by CAO:".



Town Of Lamont Policy Manual

Park Sponsorship, Donation and Memorial Contributions
Policy # 72-08
Corporate Services Committee
January 23, 2024

Park Sponsorship, Donation and Memorial Contributions

POLICY STATEMENT:

The Town of Lamont provides individuals, groups, and organizations with the opportunity to beautify parks in the Town of Lamont by planting trees or installing amenities (benches, tables, and park furnishings) in remembrance, observance or acknowledgement of an appropriate event, occasion or individual.

The Town of Lamont may accept charitable donations or sponsorships.

The Town of Lamont, being a Canadian Municipality, may accept charitable donations for which receipts may be issued for income tax purpose to corporations (Section 110.1(1)(a)(iv)) and to individuals (Section 118.1(1) "Total Charitable Gifts) (d)) under the Income Tax Act of Canada.

The Town of Lamont appreciates donations and/or sponsorships and will recognize them in a formal and consistent manner.

PROCEDURE:

1. All applications for the planting of memorial trees or the installation of amenities in our parks must be submitted in writing to the Town of Lamont Parks and Recreation Committee for consideration. Memorial contribution form is available on our website or at the Town office.
2. Donors may choose to have a tree planted and/or a park amenity installed. All items selected must meet the Parks and Recreation Committee standards and both the item and location must be approved by the Committee.
3. Donations must be paid in full prior to the installation of any trees or amenities.
4. The Town of Lamont will maintain trees and amenities according to the maintenance schedule for the selected park. Trees will be pruned and maintained to the same standards as other trees in the park. Amenities will be maintained according to the same schedule as other park amenities.
5. Park amenities will remain on the selected site until the amenity has reached it's expected life or is deemed undesirable by the Town.
6. The Town of Lamont may replace a tree that dies within the first two years of planting.
7. The Town of Lamont may replace vandalized or damaged trees only once.



Town Of Lamont Policy Manual

Park Sponsorship, Donation and Memorial Contributions
Policy # 72-08
Corporate Services Committee
January 23, 2024

8. Park amenities that are vandalized may be repaired or replaced by the Town of Lamont, with full replacement occurring only once. Should repeat vandalism occur, relocation of the amenity may be required.
9. Requests are accepted year-round. Park amenity submissions approved after June 1st each year must wait until the following year for installation. Trees are planted in the spring or fall each year. All trees or amenities are subject to availability.
10. Should donors wish to participate in the planting of a memorial tree or host a commemorative ceremony, they can make arrangements with the Town of Lamont to do so. Donors are responsible for all ceremonial arrangements and associated costs.
11. When a Town of Lamont Employee and/or Councillor is approached to receive a donation, that Employee and/or Councillor shall direct any inquires to the Town Administration Office. The Town of Lamont may exercise its rights to refuse a donation if the donation is deemed inappropriate or undesirable.
12. Upon acceptance of a donation, it shall become the property of the Town of Lamont. Maintenance, repairs, and upkeep of all donated items are the responsibility of the receiving department.
13. Town of Lamont residents that reach the age of 100 will be recognized annually by planting a tree and adding a commemorative leaf to the recognition tree at Hillside Park.
14. Refer to the Town of Lamont "Town Asset Commemorative Naming Policy" for naming or renaming of assets.
15. The Town of Lamont park sponsorship recognition is based on monetary amounts as follows:



Town Of Lamont Policy Manual

Park Sponsorship, Donation and Memorial Contributions
 Policy # 72-08
 Corporate Services Committee
 January 23, 2024

Bur Oak



Sponsorship Name & Logo on the Town of Lamont Website (including a website link)

Branded "Thank You" In the Town of Lamont year in Review

Named Sponsor or Co-Sponsor of the Annual Picnic in the Park

Featured in all advertising for the unveiling event

Large Leaf on the Sponsorship Tree

\$3,000 +

Brandon Elm



Sponsorship Name & Logo on the Town of Lamont Website (including a website link)

Branded "Thank You" In the Town of Lamont year in Review

Recognition at the Annual Picnic in the Park

Elm Leaf on the Sponsorship Tree

\$2,000—\$2,999

Flowering Crab



Branded "Thank You" In the Town of Lamont year in Review

Recognition at the Annual Picnic in the Park

Flowering Crab Leaf on the Sponsorship Tree

\$500—\$1,999

Amur Maple



Branded "Thank You" In the Town of Lamont year in Review

Maple Leaf on the Sponsorship Tree

\$50—\$499

Adopted by Council:	November 9, 2021	Initials:
Motion Number:	265/21	
Supersedes:	Motion 44/18	



TOWN OF LAMONT STRATEGIC PLAN COMMITTEE

AGENDA ITEM: 4.3

MEETING DATE:
January 23, 2024

ITEM DESCRIPTION OR TITLE

Councillor Absence

RECOMMENDATION

THAT Council accept Councillor Dave Taylor's absence at the January 23, 2024, Council meeting due to a prior commitment.

BACKGROUND

Town Bylaw 11/18 outlines the expectation that Councilors make reasonable effort to attend regularly scheduled meetings. In instances where a Councilor cannot appear, a motion can be passed by Council to accept the absence.

COMMUNICATIONS

N/A

IMPLICATIONS OF DECISION

Councillor absence is approved.

FINANCIAL IMPLICATIONS

There are no associated costs.

POLICY AND/OR LEGISLATIVE REFERENCES

Bylaw 11/18 – Code of Conduct

ATTACHMENTS

N/A

Report Prepared By: Jackii Ponto-Lloyd, Executive Assistant

Approved by CAO:



**TOWN OF LAMONT
COUNCIL AGENDA
REQUEST FOR DECISION**

AGENDA ITEM: 4.4

COUNCIL MEETING DATE:
January 23, 2024

ITEM DESCRIPTION OR TITLE
Economic Development Board

RECOMMENDATION
THAT Council determine the appropriate course of action.

BACKGROUND
As of December 31, 2023 all public member appointments have expired. Administration is seeking direction from Council on how to proceed.


COMMUNICATIONS
N/A

IMPLICATIONS OF DECISION
N/A

FINANCIAL IMPLICATIONS
N/A

POLICY AND/OR LEGISLATIVE REFERENCES
Bylaw 02-22, Council Committee

ATTACHMENTS
N/A

Report Prepared By: Jackii Ponto-Lloyd, Executive Assistant
Approved by CAO: 



TOWN OF LAMONT STRATEGIC PLAN COMMITTEE

AGENDA ITEM: 4.5

MEETING DATE:
January 23, 2024

ITEM DESCRIPTION OR TITLE

Improving Police Governance

RECOMMENDATION

THAT Council direct Administration to register Councillors _____ for the information session and bring this item back at the February 13, 2024 Council Meeting in Closed Session for further discussion.

BACKGROUND

The Government of Alberta has invited community representatives and stakeholders to share their input into changes to police governance following recent legislative amendments to the Police Act. This is a continuation of the government’s efforts to modernize policing in the province which began in 2018.

The Police Amendment Act, 2022 (PAA), which was passed on December 15, 2022, is an important milestone in Alberta's efforts to modernize policing in the province. The PAA was designed to improve police accountability and enhance public confidence by reforming policing practices and strengthening ties to the community. It also responds to a long-standing desire in communities policed by the Royal Canadian Mounted Police (RCMP) to have a more formal role in setting local policing priorities and performance goals through the creation of civilian governance bodies. The government is now in the process of developing regulations to establish these civilian governance bodies, which will include regional and municipal policing committees and a Provincial Police Advisory Board (PPAB).

The Town of Lamont will be represented by the PPAB and are invited to provide input into the formation of this governance body, including its powers, duties, functions, and composition. The deadline for submitting completed questionnaires is March 15, 2024.

The Government will hold virtual information sessions with department representatives. There will be an opportunity to ask questions at these virtual sessions. The Town of Lamont is part of the Central District, and that information session will be held on February 5, 2024 from 2:00 to 3:30 p.m.

COMMUNICATIONS

N/A



TOWN OF LAMONT STRATEGIC PLAN COMMITTEE

IMPLICATIONS OF DECISION

N/A

FINANCIAL IMPLICATIONS

N/A

POLICY AND/OR LEGISLATIVE REFERENCES

Police Amendment Act, 2022

ATTACHMENTS

1. Discussion Guide
2. RCMP K Division District Map

Report Prepared By: Jackii Ponto-Lloyd, Executive Assistant

Approved by CAO:

A handwritten signature in black ink, appearing to be 'DP', is written over the text 'Approved by CAO:'.



Engagement on improving police governance

Discussion guide on legislated governance changes in communities served by the Royal Canadian Mounted Police (RCMP) in Alberta

Introduction

The Government of Alberta (GoA) invites stakeholders to inform the development of supporting regulations enabled by *the Police Amendment Act, 2022* (PAA) related to police governance in Alberta.

The PAA mandates the establishment of civilian governance bodies for all communities policed by the RCMP, including regional and municipal policing committees (for communities with a municipal police service agreement) and a provincial police advisory board (PPAB) (for those under the provincial police service agreement). As a next step to the 2022 legislative amendments, the GoA is now developing supporting regulations to clarify the powers, duties, functions, and composition of these new governance bodies, as well as the regional configurations for the regional policing committees. Your input is crucial to help the government gain a comprehensive understanding of the different needs and perspectives of Alberta's diverse communities to develop these regulations.

Input submission

This discussion guide aims to facilitate discussions within your organization by offering pertinent context and assisting in the preparation of written submission. You are invited to provide input through the online questionnaire, which aligns with the questions outlined in this discussion guide.

[To access the online questionnaire, please use this link.](#)

This discussion guide is tailored for communities that fall under the Provincial Police Service Agreement (PPSA) that will be represented by the Provincial Police Advisory Board. The online questionnaire will prompt you to identify your affiliation and automatically direct you to parts of the engagement that are relevant to your community.

Scope

This engagement seeks stakeholder input on establishment of civilian governance bodies, including regional and municipal policing committees and the PPAB in communities policed by the RCMP. This includes the powers, duties, functions, and composition of these new governance bodies, as well as the regional configurations for the regional policing committees.

Overview of *Police Amendment Act, 2022*

Following several years of engagement with stakeholders and the public, the Legislative Assembly passed the PAA in December 2022 to modernize policing in Alberta. The legislation was intended to increase police transparency and enhance public trust to help build safer communities. In addition to other reforms, the legislation created formal civilian governance bodies for all communities policed by the RCMP in Alberta, with the intent for communities to have a role in setting policing priorities and performance goals. Before the amendments, communities did not have this role.

PAA key changes:

- establishes an independent agency, the Police Review Commission, to manage complaints against police and conduct disciplinary proceedings
- mandates the creation of civilian governing bodies for communities policed by the RCMP
- expands the mandate of Alberta Serious Incident Response Team (ASIRT) to investigate cases of serious injury or death and serious and sensitive allegations involving peace officers (for example, Alberta Sheriffs and community peace officers)
- requires police commissions to develop community safety plans and report annually on their progress

- requires police commissions to create diversity and inclusion plans to reflect the communities they serve and better understand their needs
- enables the Minister of Public Safety and Emergency Services to set provincial policing priorities to help foster consistency in policing across Alberta
- requires police commissions to create their own policing priorities that consider the provincial priorities and report annually on their progress
- adds 8 guiding principles for Alberta police services to provide a foundation of core beliefs and values
- makes administrative changes to the Law Enforcement Review Board

While some PAA provisions have been proclaimed and are in force, others have not been proclaimed and are not in force yet, including the provisions related to civilian governance bodies.

More information on the PAA can be found on [the Government of Alberta website](#).

Civilian governance bodies

The legislation mandates civilian governance bodies for all communities policed by the RCMP in Alberta, giving them a role in setting policing priorities and performance goals they've never had under the existing governance structure.

Once proclaimed into force, the PAA requires the following governance changes:

- the creation of formal civilian governance bodies in communities policed by the RCMP under Municipal Police Service Agreements (MPSA) that will give these communities a greater role in setting policing priorities and performance goals.
 - Communities with a population of under 15,000 will be represented by regional governance bodies – but will have the option to form their own municipal governance body.
 - Communities with a population over 15,000 that are policed by the RCMP will be required to establish municipal governance bodies.
- the creation of a PPAB that will enable communities served by the RCMP under the Provincial Police Service Agreement (PPSA) to be represented on a provincial board that will make recommendations on province-wide policing priorities.

These governance bodies are generally comprised of community members who are not police officers, and provide guidance and input into policing priorities and performance goals.

These governance bodies are tailored to meet the distinct needs of diverse communities. Regional policing committees for smaller communities will ensure that they can have a say without creating an unreasonable administrative burden on them, while municipal policing committees will help meet the needs of larger communities policed by the RCMP. Communities under the PPSA will be represented by a single provincial board that will make recommendations on province-wide policing priorities.

There are similar governance bodies that are currently in place in Alberta, but the PAA-mandated representation for communities served by the RCMP does not currently exist until the relevant provisions in the PAA are proclaimed. For example, municipal police services are governed by police commissions (i.e. the Edmonton Police Commission is the governance body for the Edmonton Police Service), and a few RCMP-served municipalities in Alberta currently have optional police advisory committees.

Provincial Police Advisory Board

Once implemented, communities served by the RCMP under the PPSA will be represented on a provincial board that will make recommendations on province-wide policing priorities. The provincial board will have one seat designated for a First Nations representative and one seat designated for a representative of Métis communities, as mandated through the legislative amendments.

Powers, duties and functions

The powers, duties and functions of the PPAB are not outlined in the PAA, and will need to be addressed in the new regulations. For example, this could include a more formal role in developing community safety plans.

In comparison, the *Police Act* outlines responsibilities for police commissions. These responsibilities include the allocation of funds that are provided by council, establishing policies providing for efficient and effective policing, issuing instructions as needed to the chief of police, and ensuring the police service has sufficient staffing to carry out their functions.

The PPAB will be subject to the *Alberta Public Agencies Governance Act* (APAGA). APAGA will require the board, once established, to create a Mandate and Roles document that will set out their mandate, roles and responsibilities, and processes.

Community Safety Plans

There is currently no requirement for the PPAB to develop or report on a Community Safety Plan.

In comparison, Section 31 (1) of the *Police Act* requires police commissions to develop a Community Safety Plan in conjunction with the police service that includes a plan for collaboration with community agencies, and to report annually on the implementation of and any updates to the plan.

Community safety plans encourage police to work more closely with civilian partners and put added focus on alternatives to enforcement that target root causes of crime, like addiction treatment, housing and employment supports. The planning process will result in greater coordination between police and civilian partners, helping them identify and close gaps in services for people who need help. Greater collaboration with partners could help prevent crime, while also allowing police to devote more resources toward serious and violent offences.

Policing priorities

While the *Police Act* identifies several parties with a role in setting policing priorities, the responsibilities of the PPAB in setting policing priorities are not outlined in the PAA and may be addressed in the new regulations.

For example, the Minister may set priorities for policing in the province, while municipal police commissions must establish the priorities of their municipal police service, while taking the provincial priorities under consideration.

Discussion questions

- What powers, duties and functions should the PPAB have?
- PPAB should be involved in the creation of a Community Safety Plan.
 - Choose one option: Disagree, Neutral, Agree
 - Why or why not?
- The PPAB should be involved in setting policing priorities.
 - Choose one option: Disagree, Neutral, Agree
 - Why or why not?

Composition of the PPAB

The PAA states that the PPAB will have not more than 15 members, appointed by the Minister in accordance with the regulations, with at minimum one member from a First Nation and one member from a Métis settlement or community.

The composition could include factors such as any other mandated representation and member qualifications.

Discussion questions

- Aside from the requirement for one First Nations and one Métis representative, are there any other specific groups that should have mandated PPAB representation?
- Are there any other considerations the Government could take into account when establishing the PPAB?

Mechanisms for local input

Given the diverse communities that will be represented by the PPAB, it is important to examine mechanisms for community engagement and ways to ensure the board's alignment with the needs of the communities it represents. While formalizing these processes in regulations may not be necessary, input is being gathered to ensure that the regulations can effectively support and align with potential mechanisms.



Discussion questions

- The PPAB should be required to seek feedback from the communities it serves.
 - Choose one option: Disagree, Neutral, Agree
 - Why or why not?
- What requirements could help ensure a consistent feedback loop from the public to inform board activity and police governance?
- What mechanisms for local input could be considered?

Additional input

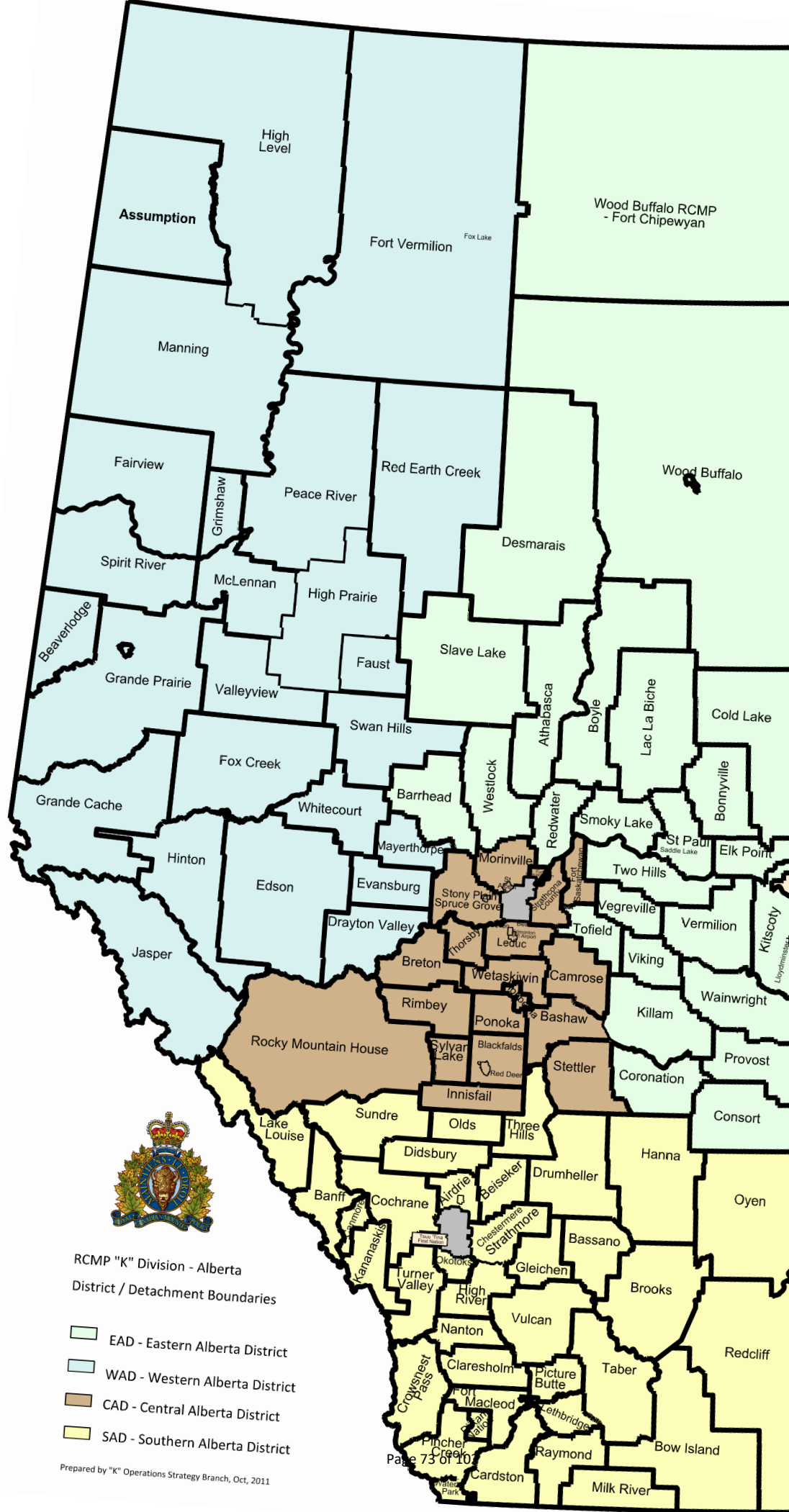
While the questions included in this discussion guide will help inform regulatory development related to police governance in Alberta, stakeholders may also share any other feedback related to these changes that may not have been addressed in the discussion questions.

Next steps

Following stakeholder engagement, the government will develop new regulations in support of the PAA related to police governance in Alberta.

Questions/contact

If you have any questions related to this engagement, please contact the Public Safety and Emergency Services (PSES) Engagement team at: PSES.Engagement@gov.ab.ca.



RCMP "K" Division - Alberta
 District / Detachment Boundaries

- EAD - Eastern Alberta District
- WAD - Western Alberta District
- CAD - Central Alberta District
- SAD - Southern Alberta District



TOWN OF LAMONT COUNCIL AGENDA REQUEST FOR DECISION

AGENDA ITEM: 4.6

COUNCIL MEETING DATE:
January 23, 2024

ITEM DESCRIPTION OR TITLE
CN Lease Agreement Update

RECOMMENDATION

1. **THAT** Council accept the CN Lease Agreement Update as information.
2. **THAT** Council approve the re-allocation of funds in the amount of \$2500 identified for the CN Lease agreement to complete the required work in compliance with CN.

BACKGROUND

Administration is currently reviewing the CN Lease Agreement originally signed March 13, 2019, and in effect until March 31, 2024.

Through the review process and consultation with CN, it was determined the lease agreement would not be required if barriers were installed along the property line in two locations. The parking lot located at 5139-47 Ave, and Queens Monument Park, where the existing fence will be removed.

Administration has submitted the work permit application to perform the required work on CN property beginning May 13, 2024, and must be completed by July 31, 2024. CN has agreed not to invoice the Town for the 2024 lease and beyond once the barriers and fence removal has been completed. The funds identified in the budget for the 2024 lease agreement will be used to complete the work required.

COMMUNICATIONS

- Gain CN work permit approval.
- Final work inspection.

IMPLICATIONS OF DECISION

The Town must provide a rail safety barrier.

FINANCIAL IMPLICATIONS

There will be no additional funds required as the re-allocation of funds in the amount of \$2500 from GL 1-2-3200-230 to GL 1-2-7208-535 will cover the associated costs.



**TOWN OF LAMONT
COUNCIL AGENDA
REQUEST FOR DECISION**

POLICY AND/OR LEGISLATIVE REFERENCES

N/A

ATTACHMENTS

CN Lease agreement.

Report Prepared By: Tyler Edworthy Director Operations and Infrastructure.

Approved by CAO:

STANDARD ENVIRO ("AS IS") LAND LEASE

SAP #3046867

CANADIAN NATIONAL RAILWAY COMPANY

AND

TOWN OF LAMONT

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THIS LEASE made this 13th day of MARCH, 2019

B E T W E E N: **CANADIAN NATIONAL RAILWAY COMPANY**, a corporation having its head office at 935, de La Gauchetière Street West, 9th Floor, Montréal, Québec, H3B 2M9,

(hereinafter called "Lessor")

A N D: **TOWN OF LAMONT**
5307 – 50th Avenue.
Lamont, Alberta. T0B 2R0

(hereinafter called "Lessee")

WHEREAS the Lessor is party to a Lease Agreement with TOWN OF LAMONT dated June 1st, 1993. (Lease and amendments attached hereto as Schedule A) which provides for the lease of a certain parcel of land in Lamont, Alberta (the "Original Lease");

AND WHEREAS the parties wish to replace the Original Lease with a new replacement lease governing the parcel of land, as amended APRIL 1, 2019, it being understood that any obligations of the parties under the Original Lease arising before such replacement, including those intended to survive the termination thereof, shall, provided such obligations are not otherwise specifically and expressly superseded by the terms of this Replacement Lease, be preserved and remain enforceable hereunder;

NOW THEREFORE the parties have agreed to terminate the Original Lease as of the effective date hereof as and to replace it with this Replacement Lease under the following terms:

1. PREMISES

In consideration of the rents, covenants, and conditions hereinafter reserved and contained, Lessor does lease unto Lessee that parcel of land of Lessor located at Mile 92.08 – 92.51 on the VEGREVILLE Subdivision in the Province of Alberta (hereinafter referred to as the "leased premises"), as described in Schedule "A" attached hereto and forming part hereof, subject to the following terms, covenants and conditions.

2. TERM AND RENT

2.01 Term

TO HAVE AND TO HOLD the leased premises for a term of FIVE (5) years commencing on the 1st day of APRIL, 2019 and to be fully complete and ended on the 31st day of MARCH, 2024, unless sooner terminated by written notice as herein provided, hereinafter referred to as the "term".

2.02 Overholding

Should Lessee overhold the leased premises beyond the term hereby granted, the tenancy thereby created shall be from month to month, subject to the right of either party hereto to terminate the same at any time by giving to the other party not less than thirty (30) days' notice in writing of intention to terminate. Except as aforesaid, all the terms and conditions of this Lease effective prior to such overholding shall be applicable to such tenancy.

2.03 Rental Payment

Lessee shall pay to Lessor, without any deduction, set off, or abatement whatsoever, the annual rent of \$2,500.00 plus GST and applicable taxes, payable annually on the 1st day of APRIL and the first of such payments is due and payable on APRIL 1st 2019.

2.04 Place of Payment of Rent

All rent, additional rent and charges payable hereunder shall be paid by Lessee to Lessor, immediately when due, at such place as Lessor may designate in writing from time to time, without any prior demand therefor, and shall be payable in lawful money of Canada.

2.05 Recovery of Monies

Rent or any other amounts required to be paid by Lessee to Lessor under this Lease shall be deemed to be and be treated as rent and payable and recoverable as rent, and Lessor shall have all rights against Lessee for default in any payment of such amounts as in the case of arrears in rent.

2.06 Accord and Satisfaction

No payment by Lessee or receipt by Lessor of a lesser amount than the payment of rent herein stipulated is deemed to be other than on account of the earliest stipulated rent, nor is any endorsement or statement on any cheque or any letter accompanying any cheque or payment as rent deemed an acknowledgement of full payment or accord and satisfaction, and Lessor may accept and cash any such cheque or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

2.07 Interest

Lessee shall pay interest compounded monthly on all rents and amounts collectible as rent under the terms of this Lease and not paid when due at an annual rate equal to three (3) percentage points in excess of the prime commercial lending rate (the "Prime Rate") charged by the Bank of Montreal on Canadian dollar loans to its most favoured commercial borrowers, calculated and computed monthly, with any adjustment in the Prime Rate to be effective on the date of any change in the Prime Rate. Interest runs from the due date without any demand being made therefor and is payable until all rents and amounts collectible as rent plus interest are fully paid. The foregoing is without prejudice to any other rights which Lessor may have under the Lease arising out of such default.

3. LESSOR'S COVENANTS

Lessor covenants with Lessee that Lessee paying the rent hereby reserved, and otherwise observing and performing its covenants and obligations as provided or reserved herein, shall (subject to the provisions of this Lease) quietly and peaceably hold and enjoy the leased premises and all other rights demised or granted hereunder, without any hindrance or interruption by Lessor or any one claiming through or under Lessor.

4. LESSEE'S COVENANTS

4.01 Condition of leased premises

It is understood and agreed that the leased premises are being leased to Lessee "as is". Lessee has satisfied itself as to the condition of the leased premises and their fitness for the use intended. Lessee acknowledges that it has inspected the leased premises and conducted an independent investigation of current and past uses of such leased premises and that Lessee has not relied on any representations by Lessor concerning any condition of the leased premises, environmental or otherwise. Lessor makes no representations or warranties whatsoever regarding the fitness of the leased premises for any particular use or regarding the presence or absence upon or under such leased premises or any surrounding or neighbouring lands of, or the leakage or likely leakage or emission from or onto the leased premises of, any toxic, hazardous, dangerous or potentially dangerous substance or condition.

4.02 Use

- (a) Subject to any rules, regulations or direction of Lessor, at any time made or given, the leased premises shall be used and occupied by Lessee, in a lawful manner, solely for the purpose of:

MONUMENT SITE

- (b) Lessee shall during the currency of the tenancy keep the leased premises in a clean and neat condition satisfactory to Lessor and not, without the prior consent of Lessor, incidental with the above permitted use, use the leased premises or allow the leased premises to be used, even on a temporary basis, for the storage of refuse, salvage, garbage, waste or other items which Lessor may consider to be objectionable or a nuisance.
- (c) Lessor may, at its discretion, authorize additional uses or a change of use not expressly provided by section 4.02(a) hereof, provided, however, that any such additional or change of use shall not be implemented without the prior express written consent of Lessor.

4.03 Compliance with Statutes

Lessee shall comply with any and all applicable federal, provincial and municipal statutes, regulations, orders or by-laws now and hereinafter in force, affecting the leased premises, the goods and property placed or stored thereon, the business transacted thereon and the use of the leased premises by Lessee.

4.04 **Taxes**

Lessee shall pay all lawful rates, taxes and assessments that may during the existence of this Lease become payable in respect of the leased premises, including but without limiting the generality of the foregoing, taxes assessed for local improvements and business taxes and any GST or other consumption tax that may be imposed or levied upon any rental or other payments made under this Lease, whether assessed against Lessor or Lessee. Lessee undertakes to reimburse Lessor for any such taxes that may have been levied against and paid by Lessor.

The payment of such lawful rates, taxes and assessments by Lessee is deemed part of the rental payable hereunder in addition to any other monies payable to Lessor. In the event of Lessee failing or neglecting to pay any one or more of the rates, taxes and assessments, Lessor may pay the same and Lessee shall reimburse Lessor for any such rates, taxes and assessments which may be paid by Lessor, promptly upon the presentation by Lessor of bills for the amount thereof. In default of such reimbursement, all sums so paid by Lessor shall be recoverable in the same manner as the rental herein.

4.05 **Lessee to Repair**

Lessee shall, during the term, sufficiently repair and maintain and keep the leased premises and the improvements erected or to be erected thereon in good and substantial repair. In the event of the destruction thereof by any cause whatsoever, Lessee shall immediately notify Lessor in writing of such occurrence, and Lessee shall at the option of Lessor, acting reasonably, either immediately rebuild the same or terminate this Lease effective ninety (90) days after such destruction. In the event of such termination, Lessee shall clear the leased premises and leave same in a neat, clean and level condition satisfactory to Lessor, in accordance with the provisions of Section 4.07 and Section 4.12 hereof.

4.06 **Conformity of Construction**

Lessee shall not construct, erect or place, or cause to be constructed, erected or placed on the leased premises any improvements, including but not limited to any building, structure, and any other work of a physical character (hereinafter referred to as "improvements"), without the written consent of Lessor and if required by Lessor, Lessee shall submit to Lessor all plans and specifications for the improvements. Lessee shall ensure that such improvements shall conform to all existing federal, provincial and municipal laws in force at the time of construction of such improvements.

4.07 **Environmental Obligations**

4.07.1 Definitions

In this Lease:

"Environmental Laws" means any law, by-law, order, ordinance, ruling, regulation, permit term, certificate, approval, consent or directive of any applicable federal, provincial or municipal government, governmental department, agency or regulatory authority or any court of competent jurisdiction.

- (i) relating to pollution or the protection of human health or the environment (including workplace health and safety);
 - (ii) dealing with filings, registrations, emissions, discharges, spills, disposal, releases or threatened releases of Hazardous Substances or Solid Waste or materials containing Hazardous Substances or Solid Waste; and/or
 - (iii) regulating the import, storage, distribution, labeling, sale, use, handling, transport or disposal of a Hazardous Substance; and
- (b) "Hazardous Substance" means any substance capable of posing a risk or damage to health, safety, property or the environment including, without limitation, any contaminant, pollutant, dangerous or potentially dangerous substance, noxious substance, toxic substance, hazardous waste, petroleum product or fraction thereof, flammable or explosive material, radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls, polychlorinated biphenyl waste, polychlorinated biphenyl related waste, and any other substance or material now or hereafter declared, defined or deemed to be regulated or controlled under any Environmental Law, including, without limitation, any substance included in Environment Canada's National Pollutant Release Inventory (NPRI) Substance List as it now exists or may exist in the future.
- (c) "Solid Waste" means any garbage, refuse or other discarded material.

4.07.2 *Compliance with Environmental Laws*

Without limiting any other obligation of Lessee in this Lease, Lessee covenants and agrees that it shall, at its sole cost and expense, observe and otherwise comply with, and cause its sublessees, invitees and all other occupants of the leased premises to observe and comply with all Environmental Laws. Without limiting the generality of the foregoing, Lessee covenants and agrees that:

- (a) it shall not cause or permit any Hazardous Substance to be brought into, stored, kept or used in or about the leased premises or any part thereof, other than any Hazardous Substance that is used in the ordinary course of the permitted use being carried on at the leased premises and which is stored, kept and used in strict compliance with all Environmental Laws pertaining thereto;
- (b) it shall not cause or allow any disposal, emission, discharge or release of Hazardous Substances, Solid Waste, or materials containing Hazardous Substances or Solid Waste onto or from the leased premises, other than where such occurs in the ordinary course of the permitted use being carried on at the leased premises in strict compliance with all Environmental Laws pertaining thereto;
- (c) it shall not cause or allow any emission, discharge or release of any unregulated material as a result of the mishandling thereof, which may result in unacceptable environmental condition on, or adjacent to, the leased premises, including, without limitation, the mishandling of liquid sugar or other product on the leased premises resulting in water of unacceptable quality exiting the leased premises through the surface drainage system;
- (d) it shall not, unless it has first obtained permission from Lessor in writing to do so, construct or install any underground storage tank on or under the leased premises; and

- (e) on the expiration or earlier termination of this Lease, it shall cause each and every Hazardous Substance or Solid Waste which Lessee has caused or allowed to be disposed of, emitted, discharged or released onto the leased premises to be removed from the leased premises in compliance with all Environmental Laws pertaining thereto.

4.07.3 *Notice of Orders*

Lessee shall immediately provide Lessor with written notice of any demand, order, direction, notice of default or notice of legal action received by Lessee pursuant to or alleging a violation of any Environmental Law and relating to the leased premises, the use and occupation of the leased premises or the business carried on at the leased premises.

4.07.4 *Right of Inspection*

Lessor and its agents, servants, employees and representatives shall have the right (but not the obligation), from time to time, to inspect (including the right to conduct an environmental audit or assessment) the leased premises for the purpose of determining whether Lessee is in compliance with its obligations in this section 4.07. Lessee shall pay any reasonable costs incurred by Lessor in making such inspections of the leased premises if, by virtue of said inspection, Lessor determines that Lessee has failed to comply with the terms of this section 4.07. Such costs shall be paid forthwith on demand. Lessor shall also have the right to examine all of Lessee's relevant files, books, records, statements, plans and other written information in Lessee's possession relating to the compliance with Environmental Laws at the leased premises. Lessee authorizes Lessor to make inquiries from time to time with any governmental authority having jurisdiction in respect of matters relating to Lessee's compliance with Environmental Laws at the leased premises, and Lessee agrees to provide any further authorizations as may be required to facilitate the obtaining of such information.

4.07.5 *Site Assessments*

- (a) As the parties have expressly agreed that the Lessee will be accepting the premises "as is" and will accordingly assume full liability for all past, present and future environmental conditions thereon, except only such conditions arising independently of the Lessee's occupation following termination thereof, no baseline assessment will be required for the premises at the start of the Lessee's occupation of the premises.
- (b) In the event a Lessor deems it necessary to do so, Lessor may, within 120 days after expiration or termination of this Lease, cause a site assessment of the leased premises to be conducted for purposes of establishing environmental conditions at the leased premises at time of expiration or termination (hereinafter called the "Termination Assessment"). Prior to the initiation of the Termination Assessment, the Lessor shall provide to Lessee a draft work plan for the Termination Assessment. Lessee shall have 15 days to review the work plan and propose changes to the same. Lessee's failure or inability to propose changes to the work plan within said 15-day period shall be deemed acceptance of the work plan as written. In the event Lessee proposes changes to the work plan in a timely fashion and Lessor and Lessee cannot reach agreement on the terms of the work plan within 15 days of Lessor's receipt of Lessee's proposed changes, Lessor may, at its option, elect to perform the Termination Assessment unilaterally. The parties agree that any Termination Assessment conducted by Lessor pursuant to a work plan accepted by Lessee shall serve as the sole and definitive determination of the condition of the leased premises at the time of the expiration or termination of this Lease.
- (c) In the event Lessee elects to propose revisions to a draft work plan submitted by Lessor pursuant to paragraphs (a) or (b) above, the 120 day periods referred to in those paragraphs

shall be extended by an amount of time equal to the time spent negotiating the terms of the work plan is question.

- (d) Notwithstanding any other provision of this Lease, Lessee expressly agrees cooperate with the conduct of any environmental assessment and to provide Lessor and Lessor's authorized environmental consultants access to the leased premises, at a mutually convenient time or times for purposes of conducting environmental assessments or sampling on behalf of Lessor or on behalf of third parties authorized by Lessor, including, without limitation, potential purchasers of the leased premises.
- (e) Lessee shall maintain the results of all environmental assessments contemplated herein, including, without limitation, the Termination Assessment and any reports generated in connection therewith, as well as any other information shared pursuant to section 4.07 of this Lease (hereinafter called the "Assessment Information") in strict confidence. Lessee represents and warrants that neither Lessee, nor its employees or agents, will release or disclose any portion of the Assessment Information to any third party without the express written consent of Lessor or unless compelled to do so by competent judicial or administrative authority. Lessee acknowledges that irreparable injury will result to Lessor and to its business and properties in the event of any breach by Lessee of any provision of this paragraph. In the event of any breach of any Lessee's commitments under this paragraph, Lessor shall be entitled, in addition to any other remedies and damages available in this Agreement or at law, to injunctive relief to restrain the violation of such commitments by Lessee, or by any person or persons acting for or with Lessee in any capacity whatsoever.

4.07.6 Remediation

- (a) Lessee will assume full responsibility for and implement at its sole expense any investigation, cleanup, or other response action required by this Agreement or applicable Environmental Law to be conducted at the Premises or elsewhere which (1) arises out of or in relation to Lessee's operations or activities at the Premises; (2) arises from the actions of any agent, representative, subcontractor, employee, officer or invitee of Lessee at the Premises; (3) arises in connection with the release of any Hazardous Substance or Solid Waste at the Premises on or after the execution of this Lease; or (4) arises from Lessee's breach of any of the covenants, representations or warranties set forth in this Section 4.07. Any response action undertaken by Lessee shall be in accordance with applicable Environmental Law and meet cleanup standards of regulatory authorities with jurisdiction over the Premises. Lessee's obligations under this Section paragraph are in addition to and not in lieu of its indemnity obligations under this Agreement and shall not be construed to limit the scope of said indemnity.
- (b) If any public authority having jurisdiction with respect to environmental protection, or fire protection, requires the installation of equipment or apparatus on the leased premises to improve the environment or to improve fire protection facilities, then Lessee shall promptly install such equipment or apparatus or take such measures as may be required by such public authority. Lessee shall be solely responsible for the cost of all work carried out to comply with the requirements of a public authority.
- (c) Lessee shall immediately carry out all measures which Lessor, in its sole discretion, considers necessary to keep the leased premises free and clear of all environmental contaminants or residue (hereinafter referred to as "environmental contamination") resulting from or occurring during Lessee's occupation or use of the leased premises, such condition to be confirmed by the Site Assessments provided in section 4.07.5 herein. Lessee shall, at its expense, take any and all action as shall be required to prevent such environmental contamination from occurring or escaping from or onto the

leased premises. Lessee shall be solely responsible for the cost of all work carried out to correct any environmental contamination which occurs on the leased premises, or which occurs on other lands as a result of Lessee's occupation or use of the leased premises.

- (d) Upon the termination of this Lease, Lessee shall leave the leased premises in a clean and tidy condition free of any environmental contamination resulting from or occurring during Lessee's occupation or use of the leased premises. If Lessee has installed any facility on or under the leased premises, Lessee shall remove such facility and contents by the date of termination of this Lease, unless Lessor consents in writing to such facility remaining on the leased premises. Lessee shall have the burden of proving that any environmental contamination has not resulted from or occurred during its occupation or use of the leased premises.

4.07.7 Rectification of Breach

In the event that Lessor determines that Lessee has failed to comply with its obligations in this section 4.07, or if Lessee fails to correct any environmental contamination to the satisfaction of Lessor and any public authority having jurisdiction, Lessor may, without limiting any other rights or remedies, provide Lessee with notice in writing of the noncompliance, and Lessee shall commence rectifying such noncompliance at Lessee's sole cost and expense, and shall complete such rectification as soon as reasonably possible. In the event that Lessee does not commence rectifying such noncompliance Lessor may, at its option and in its sole discretion, terminate this Lease without any further notice, or may rectify such noncompliance at the cost of Lessee, and Lessee shall forthwith, on demand, reimburse Lessor for the cost of rectification together with an administration fee of fifteen percent (15%) of the cost of rectification. Lessee shall pay Lessor's invoice or invoices for such costs within ten (10) days of receipt of each invoice. In the event response actions associated with Lessee's noncompliance are performed by any public authority, the cost of such work shall be borne by Lessee.

4.07.8 Hazardous Substances Remain Property of Lessee

If Lessee or its sublessees or anyone else permitted on the leased premises by Lessee creates or brings to the leased premises any Hazardous Substance, or if the business conducted at the leased premises involves the storage of any Hazardous Substance at the leased premises, then, notwithstanding any provision in this Lease or rule of law to the contrary, such Hazardous Substance shall be and remain the sole and exclusive property of Lessee, and shall not become the property of Lessor notwithstanding the degree of affixation to the leased premises of the Hazardous Substance or the goods containing the Hazardous Substance, and notwithstanding the expiration or earlier termination of this Lease.

4.07.9 Lessee Indemnity

Lessee shall defend, indemnify and hold Lessor and its past, present and future directors, officers, employees, agents and assigns harmless from and against all liabilities, obligations, rights, causes of action, losses, claims, assessments, damages, expenses, fines, penalties and costs (including, but not limited to, costs of conducting removal or remedial actions in response to a release of any Hazardous Substance or Solid Waste at the Premises, costs of complying with judicial or administrative cleanup orders, costs of complying with directives of federal and provincial environmental agencies, liability for death or injury to persons, including, without limitation, officers, employees, agents, representatives, contractors, subcontractors, licensees or invitees of the parties hereto, and loss or damage or injury to any property, including, without limitation, that belonging to the parties hereto, and attorneys'

fees) (hereinafter "Liabilities") of any kind, nature and description arising from, growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from (1) Lessee's operations at the Premises, (2) Lessee's noncompliance with any Environmental Law, (3) the storage, handling, disposal, emission, discharge or release of any Hazardous Substance or Solid Waste onto, from or at the Premises subsequent to the commencement of this Lease, (4) any incremental deterioration of environmental conditions at the Premises from the time of the Baseline Assessment through the time of the Termination Assessment (5) Lessee's breach of or noncompliance with any of its covenants or agreements under this Agreement, (6) the presence of any officer, employee, agent, representative, contractor, subcontractor, licensee or invitee of Lessee on or at the Premises, or (7) any fire, explosion or act of vandalism involving the Premises.

Notwithstanding the foregoing, Lessee shall have no obligation to indemnify Lessor for liabilities associated with releases of Hazardous Substances or Solid Wastes identified in the Baseline Assessment as having predated the term of this Lease.

4.07.10 Survival of Obligations

The covenants and agreements of, and indemnification by, Lessee contained in this section 4.07 shall survive the expiration or earlier termination of this Lease notwithstanding anything herein contained to the contrary.

4.08 Snow and Ice Removal

Lessee shall be responsible for the removal of snow and ice from the leased premises and any other areas which Lessee has the privilege to use under this Lease, including shared roadways, sufficient for Lessee's own purposes. In no event shall Lessee plow or deposit (or cause or permit to be so plowed or deposited) snow and ice upon the adjacent lands and rights-of-way of Lessor or adjacent municipal roadways, nor shall Lessee in any way interfere with Lessor's own snow removal operations. For greater clarity, under no circumstances shall the leased premises be operated as a snow dump except with the prior written permission of Lessor and only once the required permits have been obtained.

4.09 Assignment

Lessee shall not assign, transfer or sublet any part of the leased premises, without the prior written consent of Lessor, such consent not to be unreasonably withheld. Lessee shall furnish Lessor with a duplicate original of the said assignment or agreement to sublease.

No assignment or sublease of this Lease shall be effective until Lessee or Lessee's Assignee shall have first paid Lessor its reasonable costs in connection with such assignment or sublease.

Notwithstanding the foregoing, Lessee shall remain responsible for the actions of any sublessee affecting the leased premises, including, without limitation, any resulting environmental impairment thereof.

4.10 Indemnification of Lessor

In addition to any other obligation to defend, indemnify and save harmless that Lessee may owe to Lessor, whether pursuant to the terms of this Lease or otherwise, Lessee will defend, indemnify and save harmless Lessor, and its past, present and future directors, officers, employees, agents and assigns from and against any and all Liabilities in connection with loss of

life, personal injury or damage to property arising from or out of (i) any occurrence in, upon or at the leased premises, (ii) the occupancy or use by Lessee of the leased premises or any part thereof, (iii) occasioned wholly or in part by any act, omission, negligence or misconduct of Lessee, its agents, contractors, employees, servants, licensees or concessionaires or any of them permitted by Lessee to be on the leased premises, or (iv) breach of any term or condition of this Lease by Lessee. In case Lessor, its servants or agents, without fault on their part, is or are made a party or parties to litigation commenced by or against Lessee, or otherwise, then Lessee will protect and hold Lessor, its servants or agents harmless and will pay all costs, expenses and reasonable legal fees incurred or paid by Lessor in connection with the litigation.

4.11 Loss and Damage

Lessee covenants with Lessor that Lessor, its servants or agents, shall not be liable for death or injury or for damage to property of Lessee or of others located on the leased premises, nor for the loss of or damage to any property of Lessee or of others by theft or otherwise, from any cause whatsoever, it being expressly agreed that this Section 4.11 excludes damages, loss or injury resulting from the negligence of Lessor, its servants or agents.

4.12 Surrender of Leased Premises

Lessee shall, prior to the expiration or sooner determination of the term, demolish and remove from the leased premises all buildings, (including foundations), improvements and fixtures, as well as any chattels located thereon, and fill and compact all excavations thereon with gravel or clean fill, and peaceably surrender and yield up to Lessor the leased premises in a neat, clean and level condition free and clear of all waste materials, erections and things thereon not belonging to Lessor, all to the reasonable satisfaction of Lessor. If Lessee shall not so remove such buildings, improvements, fixtures and chattels, Lessor, at its option and in its sole discretion, may:

- (a) enforce such removal; or
- (b) as agent of Lessee, carry out such work and Lessee shall pay to Lessor all costs and expenses incurred in so doing, and Lessor shall be entitled to recover from Lessee the costs thereof together with a fee for supervision of carrying out such work in an amount equal to fifteen percent (15%) of the costs of so doing; or
- (c) allow same to remain on the leased premises and upon Notice of Declaration of Ownership by Lessor, such buildings, improvements, fixtures and chattels shall become the sole property of Lessor without any right to Lessee to have compensation therefor.

Lessee's obligation to observe or perform this covenant shall survive the expiration or the termination of this Lease.

Until such time as the leased premises are cleared to the satisfaction of Lessor or Notice of Declaration of Ownership has been given pursuant to paragraph 4.12(c) above, Lessor shall be entitled to claim as liquidated damages (and not as a penalty) an amount equivalent to the rents, taxes and any other monies payable hereunder.

4.13 Insurance

During each Term of this Lease, Lessee shall obtain and maintain in effect, and provide annual written proof of same, the following insurance where applicable given the nature of its

operations, and subject to the jurisdiction. The required limits may be met with a combination of primary and excess liability policies:

- 1) **Commercial General Liability Insurance**, occurrence based, for a minimum amount of **\$10,000,000** per occurrence, or such greater amount as Lessor may from time to time reasonably require, at least covering liability for bodily injury including death, property damage or destruction (including loss of use), contingent employers liability, product and completed operations, broad form property damage, blanket contractual liability, Lessee's legal liability and non-owned automobile, unlicensed vehicles on and off premises owned or controlled by the owner.
- 2) **Pollution Legal Liability Insurance / Environmental Impairment Liability** insuring both Lessor and Lessee against any and all damages, costs, liabilities and expenses arising out of or resulting from the gradual and/or sudden discharge or release of Hazardous Substances from Lessee's operations at the leased premises into the environment. This policy shall have a per incident and policy aggregate limit of at least **\$10,000,000**. This policy shall remain in effect for the duration of the Agreement and shall have an extended discovery/reporting period of at least twelve (12) months post expiry.
- 3) **Automobile Liability Insurance** covering all licensed motor vehicles owned, leased or used by Lessee in the performance of its operations on the Leased premises, for a minimum limit of **\$5,000,000** combined per occurrence, for bodily injury, including death, and property damage (including loss of use).
- 4) **Worker's Compensation Insurance** covering all employees of Lessee engaged in the performance of the Services.
- 5) **Contractors' Equipment "All Risks" Insurance** covering construction machinery and equipment of every description owned or rented or for which Lessee is responsible used in the performance of its operations on the Leased Premises, for an amount of not less than the actual cash value of said construction machinery and equipment.

As of the date of execution of the foregoing and at expiry of any of the above policies, Lessee shall provide Lessor with a certificate of insurance evidencing the above and, whenever applicable, must include the following:

- a) include liability for operations within or around railroads and railway tracks;
 - b) a waiver of subrogation in favor of CN and its subsidiaries;
 - c) name CN and its subsidiaries as additional insured and/or loss payee;
 - d) contain severability of interest clause and contain no cross liability exclusion;
 - e) contain a clause stating that CN's interests will not be prejudiced in the event the First named insured breaches any warranty of the policy;
 - f) provide a 90--day written notice of cancellation or material change in coverage;
 - g) where applicable: property damage due to explosion, collapse and underground hazards (XCU coverage); and
 - h) all insurance policies required in this Lease must be written by insurers having an AM Best rating of A- or higher, be primary, non-contributory and not excess over other valid insurance which may be available to CN.
- 6) **Failure to comply** - If Lessee fails to comply with the requirements hereof to obtain insurance, Lessor may, but need not, obtain such insurance and keep the same in effect and Lessee shall pay to Lessor the premium cost thereof as additional rent upon demand.

- 7) **Premiums - Notifications** - Lessor shall not be responsible for the payment of any premiums with respect to such insurance, and shall not be responsible for notifying the insurers of any occurrence or accident in or around the leased premises.
- 8) **Insurance on Assignment** - Notwithstanding the provisions of the Assignment Clause herein, Lessee shall ensure that any Assignee of the premises shall obtain and maintain in full force and effect, during the term of such assignment, the insurance referred to in this Clause. Lessee shall obtain from such Assignee, and shall file with Lessor, a certificate that such insurance has been obtained and is being maintained.

5. DEFAULT

5.01 Right to Re-enter

If Lessee fails to pay rent when due, or fails to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Lessee, or if re-entry is permitted under any other terms of this Lease, then Lessor, in addition to any other right or remedy it may have, will have the right of immediate re-entry and may remove all persons and property from the leased premises and the property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee, all without service of notice or resort to legal process and without being deemed guilty of trespass or conversion, or becoming liable for loss or damage occasioned thereby.

5.02 Bankruptcy of Lessee

If the term of the Lease or any of the goods and chattels or improvements of Lessee on the leased premises at any time during the term are seized or taken in execution or attachment by a creditor of Lessee, or if Lessee makes an assignment for the benefit of creditors or becomes bankrupt or insolvent or takes the benefit of an Act now or hereafter in force for bankrupt or insolvent debtors, or if an order is made for the winding-up of Lessee, or if Lessee abandons or vacates or attempts to abandon or vacate the leased premises or sells or disposes of goods or chattels, or the improvements, if any, of Lessee, or removes them or any of them from the leased premises so that there would not in the event of abandonment, vacating, sale or disposal, be sufficient assets on the leased premises subject to distress to satisfy all rentals due or accruing due hereunder, then and in every such case, in addition to the remedies herein provided, the balance of the rental due over the remaining term of the Lease ("the accelerated rent") shall immediately become due and payable and Lessor may re-enter and take possession of the leased premises as though Lessee or the servants of Lessee or any other occupant of the leased premises were holding over after the expiration of the term of the Lease, and the Lease, at the option of Lessor, will forthwith become forfeited and determined. In every one of the cases above mentioned the accelerated rent will be recoverable by Lessor in the same manner as the rents hereby reserved and as if rents were in arrears and the option will be deemed to have been exercised if Lessor or its agents give notice to that effect to Lessee.

5.03 Termination for Default

Notwithstanding any other provision of this Lease, in the event the Lessee fails to comply with any of the terms and conditions of this Lease, the Lessor shall have the right to terminate this Lease in whole or in part upon notification to the Lessee in accordance with the following: The Lessor shall give the Lessee written notice setting out the details of such breach and the Lessor's intent to cancel this Lease in whole or in part. At the expiration of sixty (60) days from the date of such notice, if the Lessee has failed to rectify the breach or to commence rectification of such

breach in a reasonable and diligent manner, in the event such breach may not reasonably be cured within sixty (60) days, the Lessor may cancel this Lease in whole or in part effective immediately upon a second written notice to the Lessee confirming the termination.

6. MISCELLANEOUS

6.01 Right of Entry and Licenses

- (a) Lessor, its servants or agents, may at all times enter upon the leased premises, or enter any building or improvement situated thereon for the purpose of viewing the state of repair, conditions and use of the leased premises, or to perform any work or repair thereon, or to show the leased premises to prospective purchasers, mortgages, or Lessees or to exercise any of the rights or obligations of Lessor under this Lease. Lessor shall be entitled to affix and retain on any part of the exterior of the leased premises a notice that the premises are for rent or sale.
- (b) It is understood that all or a portion of the leased premises is subject to the existence of licenses or agreements for utilities, telecommunications or licenses of a similar nature. Lessor reserves the right to grant to others in the future such similar licenses or agreements. Lessee agrees to allow any and all authorized personnel to enter upon the leased premises for the purpose of constructing, maintaining and repairing such power, telephone, telecommunications lines, in accordance with such agreements. Any relocation or alteration of such facilities by Lessee would be at the sole cost of Lessee.

6.02 Railway Operations

- (a) Lessee covenants with Lessor not to obstruct or interfere with the operation, maintenance and use of any railway track or with any works of Lessor in the vicinity of the leased premises. In particular, and without restricting the generality of the foregoing, Lessee will observe all applicable legislative or regulatory requirements covering vertical clearance from base of rail and horizontal clearance from gauge side of nearest rail.
- (b) The leased premises may be subject to inconveniences resulting from railway operations in close proximity thereto, particularly resulting from noise, vibrations or fumes. Lessee will hold Lessor harmless of any claims of whatsoever nature consequent to any such inconveniences and hereby waives any claims he may have resulting therefrom, including for any constraints in peaceful enjoyment.
- (c) In no event shall Lessor be liable for damage by fire arising directly or indirectly from sparks from locomotives or other railway equipment of Lessor, whether caused by the negligence of Lessor, its servants or agents, or otherwise, all such risks being assumed by Lessee.

6.03 Fencing

If required by Lessor at its sole discretion, Lessee shall, at its risk and expense, construct a fence of a quality satisfactory to Lessor and in accordance with Lessor's specifications and instructions, which shall be provided to Lessee in writing, to separate the leased premises, or a portion thereof, from Lessor's adjacent property.

6.04 Cancellation by Either Party

Either party may cancel this Lease by giving at least NINETY (90) days' written notice to the other party, at the end of which this Lease and all privileges herein granted shall terminate subject to those covenants, agreed to herein, that are expressly intended to exist past the termination of said lease.

6.05 Non-Registration of Lease

Lessee covenants and agrees with Lessor that, except where Lessor's consent has been obtained, it will not register or cause to be registered or permit to be registered this Lease or any Notice thereof at any time in any Registry Office or Land Titles Office or file or register, or permit or cause to be filed or registered any caveat or encumbrance against the title to the leased premises, and in the event that this Lease or a caveat is at any time so filed or registered, Lessee will, upon the request of Lessor, forthwith withdraw, discharge and release or cause to be forthwith withdrawn and released such registration at its own expense.

6.06 Net Lease

It is agreed by Lessor and Lessee that the rentals reserved to Lessor under this Lease shall be net to Lessor, and shall be clear of all taxes, rates, duties, assessment, costs, charges, utilities charges and insurance premiums arising from or relating to the leased premises, and that Lessee will pay all of the foregoing, together with all expenses of every nature and kind whatsoever relating to the leased premises and Lessee covenants with Lessor accordingly, provided that nothing of the foregoing contained shall require Lessee to pay income taxes and corporation taxes which are the responsibility of Lessor.

6.07 Prohibited Goods

Lessee shall not use, handle, keep or store, or permit to be used, handled, kept or stored in or upon the leased premises, without the written consent of Lessor, any goods of an explosive, dangerous, toxic or inflammable nature or character, or goods which may, for any reason, be deemed objectionable by Lessor, nor shall the leased premises be used in any way which Lessor considers objectionable.

6.08 Roadways

It is understood and agreed that portions of the leased premises may consist of roadways or rights-of-way used by Lessor or third parties for the purpose of gaining access to adjoining land, and Lessee agrees that such roadways or rights-of-way may be used for such purpose, jointly with Lessee. Lessor hereby confers the right and authority and imposes the obligation upon Lessee to insure that such usage by Lessee is reasonable at all times, and that Lessee shall not use such roadways or rights-of-way for storage or parking but that same shall be kept clear at all times for vehicular traffic. Lessee shall be responsible for the maintenance, including snow removal and liability related to the use of such roadways.

6.09 Deleted Intentionally

6.10 Drainage

(a) Lessee shall construct and thereafter maintain, repair or reconstruct upon the leased premises, or upon such of Lessor's lands as Lessor shall direct, such culverts, ditches, catch-basins, drains, or other works as Lessor shall, in its sole discretion, deem appropriate, necessary or adequate to properly and without damage thereto drain those

lands of Lessor adjacent to or in the vicinity of the leased premises. Without in any way limiting the generality of the foregoing, Lessee shall so use the leased premises such that water shall not be accumulated or stored thereon, and that the drainage works shall be sufficient to adequately drain the leased premises and those lands of Lessor adjacent to or in the vicinity of the leased premises.

- (b) Lessee shall not in the use of the leased premises obstruct any existing water course, or impair in any way the usefulness of any existing ditches, culverts or drainage works now or hereafter upon those lands of Lessor adjacent to or in the vicinity of the leased premises.
- (c) It is a condition of this Lease that all drainage works on or about the leased premises shall be constructed and thereafter maintained to the satisfaction of Lessor's Engineer and that before any work of constructing or re-constructing such drainage works the approval in writing of Lessor's Engineer as to the type and adequacy of the drainage works contemplated shall have first been obtained.

6.11 Time

Time shall be of the essence of this Lease.

6.12 Applicable Law

This Lease shall be construed pursuant to the laws of the Province in which the leased premises are situated, as well as any federal legislation that may be applicable.

6.13 Successors and Assigns

This Lease extends to and binds the respective heirs, executors, administrators, successors and assigns of the parties hereto as the case may be.

6.14 Waiver

The waiver by Lessor of a breach of a term, covenant or condition herein contained will not be deemed a waiver of the term, covenant or condition of a subsequent breach of the same or another term, covenant or condition herein contained. The subsequent acceptance of rent by Lessor will not be deemed a waiver of a preceding breach by Lessee of a term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rent accepted, regardless of Lessor's knowledge of the preceding breach at the time of acceptance of the rent. No covenant, term or condition of this Lease will be deemed to have been waived by Lessor unless the waiver is in writing signed by Lessor.

6.15 Notices

- (a) Any notice to be given under this Lease shall be in writing and shall be validly given if delivered, transmitted by facsimile or mailed by prepaid registered mail to the parties as follows:

Lessor:

CANADIAN NATIONAL RAILWAY COMPANY

Business Development & Real Estate
3rd Floor – Building 1, 1 Administration Road.
Concord, Ontario L4K 1B9
Attention: Contracts
Fax: (905) 760-5010

Lessee:

TOWN OF LAMONT

5307 – 50th Avenue.
Lamont, Alberta. T0B 2R0
Tel No: 780 895-2010

Or to such other person or address as either party may designate by notice given in accordance with this Lease. Notice shall be deemed to have been initially given on the third (3rd) day following the mailing thereof, or in the case of delivery on the date of delivery or in the case of facsimile transmission on the first (1st) business day following the date it was sent.

- (c) In addition to all notice provisions contained herein, Lessee shall provide Lessor's Environment department 90 days notice in advance of any lease termination, assignment, or change of use on the premises, including any change to the activities or materials stored or handled on the Premises that differ materially to those declared by Lessee in its lease application documents. Such notice shall be validly given if delivered, transmitted by facsimile or mailed by prepaid registered mail to the following address:

CN
Environmental Affairs
935 de la Gauchetière Street West, 12th Floor
Montreal, Quebec, Canada
H3B 2M9

Fax No.: 514-399-6573

Any communications Lessor is required to provide to Lessee pursuant to the environmental provisions herein shall be deemed validly delivered if sent to the last notice address provided to Lessor by Lessee it being understood that at all times it will remain Lessee's sole responsibility to keep its address up to date and to advise Lessor of any changes thereto on a timely basis.

- (c) Any communication relating to any matter of an emergency or operating nature, may be given by any reasonable means. If given verbally or by telephone, such communication shall be confirmed in writing or by electronic communication that can produce a written copy.

6.16 Interpretation

- (a) The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one lessee, and to corporations, associations, partnerships or individuals, males or females, in all cases will be assumed as though in each case fully expressed.
- (b) In this Lease "herein," "hereof," "hereby," "hereunder," "hereto," "hereinafter" and similar expressions refer to this Lease and not to any particular paragraph, clause or other

portion thereof, unless there is something in the subject matter or context inconsistent therewith and the parties agree that all of the provisions of this Lease are to be construed as covenants and agreements as though words importing such covenants and agreements were used in each separate paragraph hereof, and that should any provision or provisions of this Lease be illegal or not enforceable it or they shall be considered separate and severable from the Lease and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.

6.17 Representations

Lessee hereby accepts Lessor's title to the leased premises and the rights herein granted and agrees that nothing in this Lease expressed or implied shall operate or have effect as any warranty, guarantee, or covenant of title.

6.18 Entire Agreement

Lessee takes the leased premises without any representation of any kind other than those contained in this Lease on the part of Lessor or its agent. This Lease contains all of the terms, covenants, conditions and agreements between the parties hereto and any addition to or alteration of or changes in this Lease to be binding must be made in writing and signed by both parties.

Lessee hereby accepts this Lease of the leased premises to be held by it as Lessee subject to the terms, covenants and conditions above set forth.

7. SCHEDULES

The provisions of the following Schedules attached hereto shall form part of this Lease as if the same were embodied herein: Schedule A - Description of leased premises (or descriptive plan)

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first above written.

SIGNED AND DELIVERED
In the presence of:

[Redacted signature area]

Witness

Witness

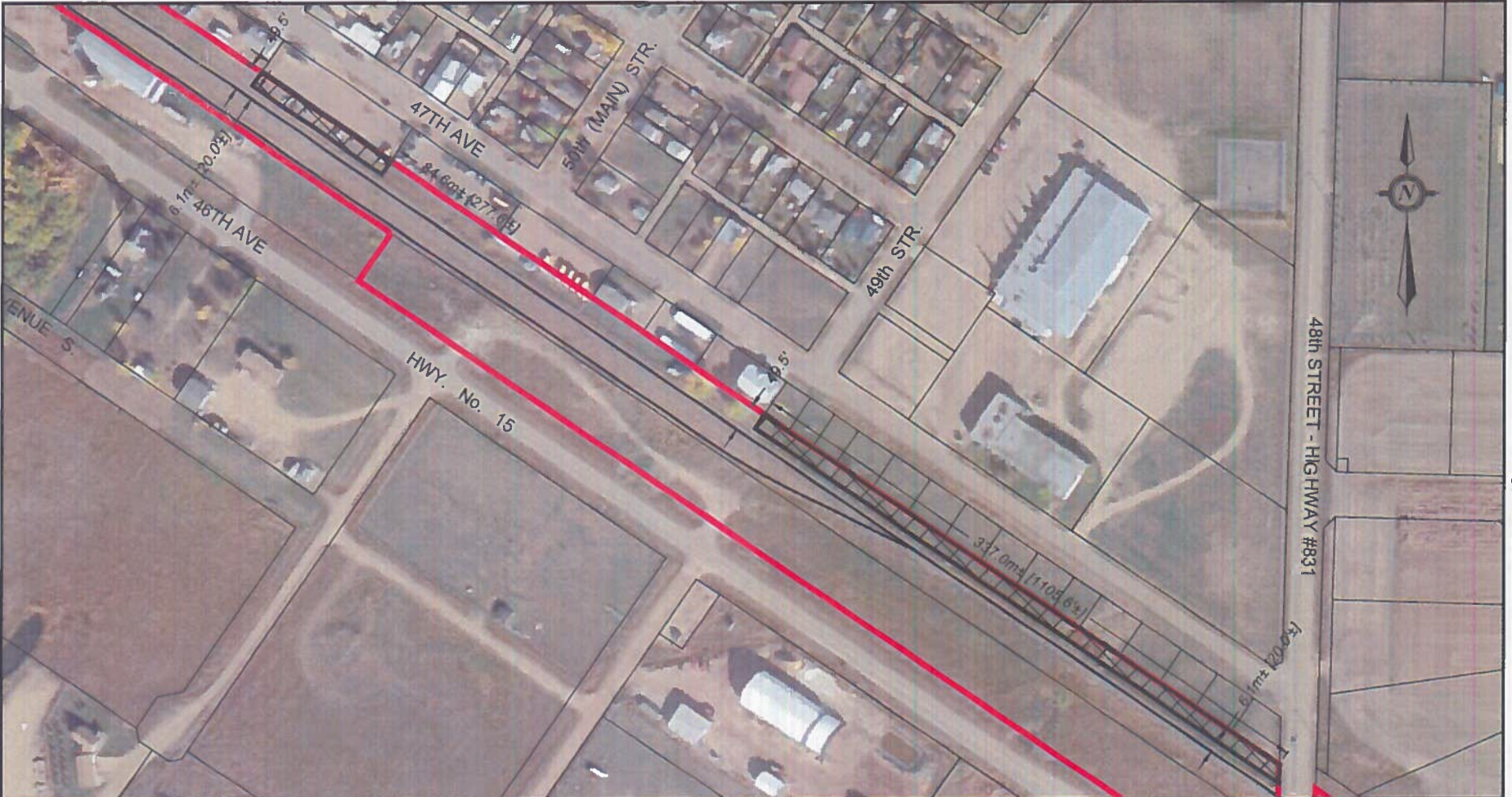
CANADIAN NATIONAL RAILWAY COMPANY

Per : [Redacted]
Name: QUENTIN MOORE
Title: SR. MANAGER - REAL ESTATE

Per : [Redacted]
Name: Bill Skinner
Title: [Redacted]

Per : [Redacted]
Name: Christine Beveridge
Title: Chief Administrative Officer

SCHEDULE A / ANNEXE A



621_0924.dwg (R) LS 21\1\001 Lamont

DESCRIPTION: PART OF 1000/ABPR/100569 (0.92 Acs.±)
 Town of Lamont
 Province of Alberta
 Canada

THIS IS NOT A PLAN OF SURVEY / CECI N'EST PAS UN PLAN D'ARPENTAGE

LEASE SKETCH

Subject Lands/Terrain Sujet

SUBDIVISION:	Vegreville (621)
SPUR / ANTENNE:	N/A
MILEAGE / MILLIAIRE:	92.08 - 92.51
DATE:	July 9, 2018
SCALE / ÉCHELLE:	1:2500





MAYOR & COUNCIL REPORT

COUNCIL MEETING DATE: January 23, 2024

ELECTED OFFICIAL: Linda Sieker

REPORT PERIOD, January 8 ,2024 – January 23,2024

Boards and Committees:

- **Jan 8 – County of Lamont Housing Foundation Managers Meeting**

Town of Lamont Business:

Professional Development (Workshops & Conferences)

Lamont Functions and Events:



MAYOR & COUNCIL REPORT

COUNCIL MEETING DATE: January 23, 2024

ELECTED OFFICIAL: Jody Foulds

REPORT PERIOD: January 4, 2024 to January 18, 2024

Boards and Committees:

- **St. Michael Regional Solid Waste Commission meeting – January/243**

Town of Lamont Business:

-

Professional Development (Workshops & Conferences):

-

Lamont Functions and Events:

-



MAYOR & COUNCIL REPORT

COUNCIL MEETING DATE: January 23, 2024

ELECTED OFFICIAL: Colleen Holowaychuk

REPORT PERIOD: January 1-23, 2024

Boards and Committees:

- **January 8, 2024 - Lamont Public Library Board Meeting**
- **January 16, 2024 – Lamont Elementary School Council Meeting**
 - Playground will be going in this spring.
 - Christmas concert was very well attended. High school gym is no longer large enough to accommodate the number of students' families and community members. Discussions with staff and families to come with ideas for future years.

Town of Lamont Business:

- N/A

Professional Development (Workshops & Conferences):

- N/A

Lamont Functions and Events:

- N/A



MAYOR & COUNCIL REPORT

COUNCIL MEETING DATE:

ELECTED OFFICIAL: Al Harvey

REPORT PERIOD: Jan. 18, 2024

Boards and Committees:

- Jan. 9 Council
- Jan. 17 Alberta Hub
- Jan. 17 Lamont County Food Bank

Items for Council Discussion:

(Requires Input from Council to Take Back to Boards and Committees)

From the Alberta Hub meeting we should expect and plan to participate in the Small Community Opportunity Program (SCOPO and the Canada Infrastructure Bank (CIB) Housing Initiative.

Town of Lamont Business:

-

Professional Development (Workshops & Conferences):

-

Lamont Functions and Events:

-

INTERIM CAO REPORT

FOR THE PERIOD ENDING January 17, 2024

HIGHLIGHTS:

Jan 12, 2023

- Meeting with Decker properties
- Payroll
- Update Payroll constants, benefit premiums
- Year end tasks
- AP Cheque run with Jackii
- Prepare for Jan Council meeting.
- Meeting with Tyler
- Meeting with Robert

January 17, 2024

- Prepare for Jan Council meeting.
- Obtained door prize for Fish & Game banquet
- Met with Bo Moore to finalize Regional Fire Services Bylaw
- Met with Rural Bylaw owner to hear about bylaw services he offers in our region
- Audit preparations meeting with Robert
- Planning Feb 29 CEO/CAO meeting ***MAYOR Perrin unable to attend – need alternate

MEETINGS/EVENTS & PROFESSIONAL DEVELOPMENT:

- attended Light-UP wind up event

Description	2023 Budget	Targeted Amount Dec.	2023 Actual Dec.	Variance	% of Completion	2023 - Dec.	2022 - Dec.	Increase/ (Decrease)	Percentage	Note
REVENUE										
General Revenue	(3,048,674)	(3,048,674)	(2,951,247)	(97,427)	97%	(30,649)	(28,892)	-1,757	6%	
Administration	(516,394)	(516,394)	(405,030)	(111,364)	78%	(9,345)	(3,707)	(5,638)	152%	
By Law	(5,620)	(5,620)	(7,326)	1,706	130%	(224)	(336)	112	-33%	
Strs. & Road	(318,993)	(318,993)	(324,812)	5,819	102%	(2,570)	(23,345)	20,776	-89%	
Water	(562,205)	(562,205)	(545,631)	(16,574)	97%	(89,415)	(90,067)	652	-1%	
Sewer	(234,091)	(234,091)	(218,915)	(15,176)	94%	(26,558)	(26,556)	(2)	0%	
Garbage	(357,721)	(357,721)	(358,507)	786	100%	(59,540)	(57,817)	(1,723)	3%	
Cemetery	(1,269)	(1,269)	(3,000)	1,731	236%	0	0	0	0%	
Planning & Subdivision	(1,650)	(1,650)	(980)	(670)	59%	0	0	0	0%	
Hall	(12,792)	(12,792)	(14,040)	1,248	110%	(2,024)	(1,081)	(943)	87%	
Arena	(145,338)	(145,338)	(156,135)	10,797	107%	(13,470)	(21,922)	8,452	-39%	
Park	(6,050)	(6,050)	(8,608)	2,558	142%	0	0	0	0%	
Curling Rink	(520)	(520)	(475)	(45)	91%	0	0	0	0%	
TOTAL REVENUE	(5,211,317)	(5,211,317)	(4,994,704)	(216,613)	96%	(233,796)	(253,725)	19,929	0%	
EXPENSE										
Council	135,632	135,632	131,189	4,443	97%	9,823	7,657	2,166	28%	
Administration	719,496	719,496	701,485	18,011	97%	69,610	73,074	(3,464)	-5%	
Fire	36,481	36,481	32,182	4,299	88%	3,601	1,970	1,631	83%	
Disaster Service	3,860	3,860	2,360	1,500	61%	0	0	0	0%	
By-Law	122,914	122,914	45,285	77,629	37%	2,814	2,818	(4)	0%	
Public Work	287,620	287,620	229,255	58,365	80%	20,337	13,884	6,454	46%	
Street & Road	605,067	605,067	467,916	137,151	77%	48,390	37,840	10,549	28%	
Storm Sewer	90,718	90,718	80,341	10,377	89%	4,330	90	4,240	4713%	
Water	718,337	718,337	560,454	157,883	78%	82,166	77,338	4,829	6%	
Sewer	68,035	68,035	48,581	19,454	71%	7,730	2,474	5,256	212%	
Garbage	306,729	306,729	280,607	26,122	91%	26,116	12,444	13,672	110%	
Family Community & Cemetery	26,675	26,675	27,055	-380	101%	0	0	0	0%	
Town Beautification	8,650	8,650	7,550	1,100	87%	0	0	0	0%	
Planning & Subdivision	71,800	71,800	28,924	42,876	40%	3,821	2,139	1,682	79%	
Hall	140,707	140,707	129,304	11,403	92%	22,385	9,776	12,609	129%	
Arena	334,995	334,995	304,670	30,325	91%	40,965	29,899	11,066	37%	
Park	173,963	173,963	168,888	5,075	97%	6,956	6,096	860	14%	
Curling Rink	44,326	44,326	38,289	6,037	86%	323	360	(37)	-10%	
School Fund	556,564	556,564	556,264	300	100%	103,771	111,242	(7,472)	-7%	
Total Expense	4,452,569	4,452,569	3,840,599	611,970	86%	453,138	389,100	64,038	16%	

Notes: the overbudget of \$380 was due to an increased FCSS Requisition in 2023. 2022 requisition was \$11, 274.75 and 2023 was increased to \$11,655.27
 The total of \$27,055 spent in 2023 includes 2023 FCSS requisition of \$11,655.27, Lamont Family liaison worker of \$10K, and contract service of \$5.4K

CLOSED SESSION NOTICE

January 23, 2024

7.1 Professional Appointments

(Confidential Evaluations)

- *FOIP Section 19 – Confidential Evaluations*

7.2 Chief Administrative Officer

(Advice from Officials)

- *FOIP Section 24 – Advice from Officials*

Motion to go into Closed Session:

"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 Section 19 and 24 of the Freedom of Information and Protection of Privacy Act at XXXX p.m."