

TOWN OF BEAVERLODGE – BYLAW NO. 1035

A bylaw of the Town of Beaverlodge in the Province of Alberta, to provide rules, regulations and penalties in contravention of the Town of Beaverlodge Pioneer Campground.

WHEREAS, under the provisions of the Municipal Government Act, R.S.A 2000, Chapter M-26, and amendments thereto, a Council's power to pass a bylaw includes a power to amend or repeal a bylaw;

AND WHEREAS, the Municipal Government Act, Chapter M-26, R.S.A. 2000 grants authority to Council to pass bylaws with respect to the safety, health and welfare of people and the protection of people and property;

AND WHEREAS, Council of the Town of Beaverlodge wishes to establish rules and regulations for the control and operation of its campground;

NOW THEREFORE, the Council of the Town of Beaverlodge, duly assembled in the Province of Alberta, hereby enacts the following:

1. This bylaw may be cited as the **"Beaverlodge Pioneer Campground Bylaw"**

2. DEFINITIONS

2.1 Words in the singular shall include the plural or vice versa whenever the context so requires.

2.2 In this Bylaw the following definitions apply:

(a) "Animal" means a Dog or Cat as defined in Bylaw 1032, Town of Beaverlodge Animal Control Bylaw.

(b) "Burnable Debris" means all flammable waste other than Prohibited Debris and includes but is not limited to:

- i. straw and stubble;
- ii. leaves and tree cuttings;
- iii. brush and fallen trees;
- iv. wooden materials from the construction or demolition of buildings which do not contain wood preservatives or paint products;
- v. solid waste from post and pole operations that does not contain wood preservatives; or
- vi. solid waste from tree harvesting operations.

(c) "Campground" means the Town of Beaverlodge Pioneer Campground.

(d) "Camping Accommodation Unit" means:

- i. A tent;
- ii. A tent trailer;
- iii. A camper trailer;

- iv. A fifth wheel;
- v. A motorhome
- vi. A van or truck camper;
- vii. A converted bus; or
- vii. Other motorized accommodation unit;

used by a person as shelter equipment while camping;

(e) "Campground Attendant" means a person appointed as a Campground Attendant by the Town of Beaverlodge;

(f) "Campsite Rental Agreement" means the agreement issued by a campsite reservation service or Campground Attendant providing payment confirmation and permission to occupy a designated area of the campground including but not limited to individual campsites, group campsites, multi-unit campsites, and group use areas;

(g) "Chief Administrative Officer" means the Chief Administrative Officer for the Town of Beaverlodge appointed by Council, or authorized delegate;

(h) "Council" means the duly elected Council of the Town of Beaverlodge;

(i) "Fire Chief" means a person appointed or designated by contract as Fire Chief by the Council of the Town of Beaverlodge and who has authority to enforce bylaws pertaining to Fire and the management of the Beaverlodge Fire Department.

(j) "Fire Guardian" means a person named or appointed as fire guardian pursuant to Section 4 of Forest and Prairie Protection Act.

(k) "Highway" means a highway as defined in the *Traffic Safety Act, R.S.A. 2000 c. T-6*, as amended and regulations thereto;

(l) "Individual Campsite" means a campsite in the campground designated as an individual campsite under this Bylaw;

(m) "Motor Vehicle" means a motor vehicle as defined in the *Traffic Safety Act, R.S.A. 2000 c. T-6*, as amended and regulations thereto;

(n) "Noise" means any sound that, in the judgment of a Peace Officer taking into account all relevant factors such as the time of day and the type of noise-producing activity, is deemed to be bothersome or disruptive to individuals or poses risk to the well-being, tranquility and safety of individuals within the municipality's limits;

(o) "Off-Highway Vehicle" means an Off-Highway Vehicle as defined in the *Traffic Safety Act, R.S.A. 2000 c. T-6*, as amended thereto;

(p) "Peace Officer" means:

- i. Any member of the Royal Canadian Mounted Police;
- ii. Any Peace Officer appointed under the Peace Officer Act;

- iii. A person appointed as a Bylaw Enforcement Officer;
- iv. The Chief Administrative Officer of the Town of Beaverlodge or any person designated by the Chief Administrative Officer to enter and inspect property in accordance with the provisions of this Bylaw;

(q) "Primary Campsite Renter" means the individual named on the Site Rental Agreement;

(r) "Prohibited Item" means an item that could be deemed as threatening, including but not limited to a rifle, shotgun, pistol, handgun, target pistol, air rifle, pellet gun, hunting bow, crossbow, slingshot, fireworks, and paintball gun;

(s) "Unsatisfactory Condition" means a condition of unreasonable accumulation of materials, debris and/or refuse within the campground in the opinion of a Peace Officer having regard for all circumstances;

(t) "Violation Ticket" means a ticket or similar document issued by the Town of Beaverlodge pursuant to Part II of the *Provincial Offences Procedures Act, R.S.A. 2000, C. P-34*.

3. RULES

3.1 GENERAL

(a) The campground will be closed between the First Week of October and Second Week of May, depending on freezing conditions, unless otherwise approved by the Chief Administrative Officer or delegate.

(b) A person who enters the campground shall comply with:

- i. Any lawful orders and instructions made or issued pursuant to this Bylaw, and
- ii. Instructions, prohibitions, and directions prescribed by all lawfully designated and erected signs and notices.

(c) A person registering to be the Primary Campsite Renter for a campsite must be a minimum of 18 years of age at the time of registration and may be required to present photograph identification at any time for confirmation.

(d) The collection and use of personal information from the Primary Campsite Renter shall be in accordance with the *Freedom of Information and Protection of Privacy (FOIP) Act, R.S.A. 2000, c F-25*.

(e) All persons renting a campsite shall register with the Campground Attendant upon arrival where a sign or notice is located at or near the entrance to the park.

(f) If a park's campsite occupant violates this Bylaw and their name and contact information cannot be obtained, the registered Primary Campsite Renter for the campsite may be held responsible for any applicable offences.

(g) A person vacating a campsite must restore it to a clean condition; if vacated and left in an unsatisfactory condition, the Primary Campsite Renter may be issued a penalty under this Bylaw.

(h) Pursuant to Section 3.1 (g), the vacated campsite must be inspected by the Campground Attendant within four (4) hours of vacancy for the previous Primary Campsite Renter to be held liable.

(i) A person using the campground shall keep the land and improvements in a condition satisfactory to the Chief Administrative Officer or delegate.

(j) A person may consume liquor or cannabis within park lands within registered campsite only and in accordance with the *Alberta Gaming, Liquor and Cannabis Act, R.S.A. 2000, c. G-1*.

(k) Open liquor and cannabis shall be prohibited in public areas including but not limited to:

- i. On highways, and walking paths;
- ii. In washrooms, and shower buildings; and
- iii. In picnic shelters.

(l) No person shall interfere with the rights of others to the quiet and peaceful enjoyment of the campground.

(m) Any individual who has been evicted from the campground under this Bylaw shall be banned from entering or trying to enter the campground for a period of one (1) year.

(n) No person shall enter or remain in the campground or portion of the campground where travel access restrictions have been imposed by the Town of Beaverlodge.

(o) No person shall display or post any signs or advertisements in the park other than those approved by the Chief Administrative Officer or delegate.

(p) No person shall remove, deface, damage, or destroy any property, object, equipment, facility in the campground, whether created by natural means or otherwise.

(q) No person shall hunt or discharge a firearm or use a prohibited item within the campground.

(r) No person shall conduct business operations in the campground unless they have received written approval from the Chief Administrative Officer or delegate.

3.2 WASTE DISPOSAL

(a) No person shall deposit liquid or solid waste in the campground except in a receptacle or area provided for the purpose by the Town of Beaverlodge.

(b) No person shall bring commercial or residential waste matter into the campground for disposal.

(c) Individuals shall be accountable for disposing of waste, regardless of the availability of a nearby disposal reciprocal.

(d) No person shall bathe or clean clothing, fish, cooking or eating utensils, vehicles or other

equipment at or near a well, spigot or pump in the campground.

(e) No person shall remove water from the campground, except by a Primary Campsite Renter for the personal use of themselves and their party in their camping accommodation unit for the duration of the registration.

3.3 CAMPSITE RENTAL AGREEMENT

(a) Campsite Rental Agreements will be issued through the online reservation system or the Town of Beaverlodge.

(b) Campsite rental reservations and agreements shall be issued on a first-come, first-served basis.

(c) No person shall camp overnight in the campground except in an area designated for that purpose unless they have received written permission from the Chief Administrative Officer or delegate.

3.4 CAMPSITE OCCUPATION

(a) Check in times are as follows:

- i. Check in: 2:00 p.m.
- ii. Check out: 12:00 p.m., unless otherwise approved by the Chief Administrative Officer or delegate.

(b) No person shall generate noise between the hours of 10:00 p.m. to 7:00 a.m., unless otherwise approved in writing by the Chief Administrative Officer or delegate.

(c) Each campsite that can accommodate more than one camping accommodation unit shall be subject to an additional unit fee as determined by the campground rate schedule set out by the Town of Beaverlodge Fees & Charges Policy.

(d) All vehicles and equipment shall remain within the boundaries of the campsite of the registered guest, or a designated parking area, and shall not impede traffic at any time, or into an adjacent campsite.

(e) A basic Campsite Rental Agreement fee covers the following maximum number of units:

- i. One (1) camping accommodation unit and two (2) tents; or
- ii. Three (3) tents

(f) No person who is visiting a person camped in an individual campsite, shall park their vehicle at the campsite that is:

- i. in a manner or at a location that impedes traffic, or
- ii. in a location prohibited by sign.

(g) The number of occupants permitted in each site shall not exceed eight (8) persons.

(h) In the event that a Primary Campsite Renter receives notification to vacate a campsite whether by contravention of this Bylaw, or due to safety concerns, the Primary Campsite Renter shall vacate the campsite within one (1) hour from receiving such notice, or as otherwise required under such notice.

(i) On the expiry or cancellation of a Campsite Rental Agreement the Primary Campsite Renter shall ensure that the campsite is vacated and that all shelter equipment and other property belongings are removed.

3.5 BURNING

(a) No person shall set, light or maintain a fire in the campground except in a designated firepit, which is set for the purpose of:

- i. cooking food;
- ii. obtaining warmth, or
- iii. viewing for pleasure.

(b) Such fire may only be fueled with seasoned wood or propane.

(c) A person may only use burnable debris for fuel purposes in a campground in accordance with Section 3.5(a).

(d) Should a fire hazard be identified by the Town of Beaverlodge, Chief Administrative Officer, or delegate, Peace Officer, Fire Chief or Fire Guardian, fires within the campground will be prohibited and restrictions will be posted.

(e) Strict adherence to fire bans must be followed at all times when in place.

(f) No person shall leave a fire unattended or allow it to spread.

(g) A person shall extinguish all fires, and smoldering materials before leaving the campsite.

(h) When a fire is deemed to be unsafe by the Chief Administrative Officer or delegate, or a Campground Attendant, the person or Campground Attendant shall extinguish the flames.

3.6 VEHICLES

(a) A Campground Attendant or Peace Officer may prohibit the entry of a vehicle into the campground.

(b) No person shall, within the campground, operate or ride an off-highway vehicle. Persons in violation of this Section may be fined in accordance with the Town of Beaverlodge Traffic Bylaw.

3.7 ANIMAL CONTROL

(a) A Campground Attendant or Peace Officer may refuse to admit into the campground or require to be removed from the campground, any animal considered not under control, deemed a nuisance, or may cause damage to life, safety, health, property or comfort of any person in the campground.

(b) Individuals responsible for an animal must not bring it into the campground unless the animal is contained in a cage or controlled by a leash, chain, or similar device that does not exceed 3 meters in length.

(c) Individuals responsible for the custody or control of an animal in park shall not allow the animal to enter, or remain in, or on, any area in the campground that is:

- i. a public washroom, change house, public shelter, or other public building or structure; or
- ii. an area where signs are posted prohibiting animals.

(d) A Peace Officer is authorized to capture and impound in an animal shelter any animal which is at large including dogs pursuant to the Town of Beaverlodge Animal Control Bylaw.

(e) Any person owning, harboring, or having custody of an animal in the campground must immediately remove and properly dispose of any feces deposited by the animal within the campground.

(f) Animal waste must be placed in a sealed bag or container and disposed of in a designated waste receptacle or an appropriate disposal site.

(g) The requirement of Section 3.7 (e)(f) does not apply to individuals with disabilities who rely on service animals and are unable to comply due to their disability. A person with a disability who is unable to comply with Section 3.7 (e)(f) due to their disability must either:

- i. arrange for another person to remove and dispose of the animals waste; or
- ii. notify the Campground Attendant that they require assistance in waste removal.

(h) It is prohibited to bring or allow horses, ponies, or other pack animals into the campground unless they have received written approval from the Chief Administrative Officer or delegate.

3.8 CAMPGROUND OPERATIONS

(a) A Campground Attendant or Peace Officer may, at any time, enter and inspect any occupied or unoccupied campsite within the campground.

(b) A Campground Attendant or Peace Officer may order the repair, alteration, improvement, or removal of any item(s) deemed unsafe in the campground.

(c) The Chief Administrative Officer or delegate, or a Peace Officer, may order any person in the campground to stop or refrain from any action, omission or conduct that in the opinion of the Chief Administrative Officer or delegate, or Peace Officer is dangerous to life or property or detrimental to the use and enjoyment of the campground by other persons.

(d) A Campground Attendant or Peace Officer may, at any time, require a person to declare their intended use of the campground.

(e) The Chief Administrative Officer or delegate, or a Peace Officer may remove or evict, or cause to be removed or evicted, from the park, any person:

- i. failing to comply with any provision of this Bylaw, or
- ii. creating a nuisance or disturbance, or trespassing, or any other undesirable act as defined under this Bylaw or any other municipal bylaw.

(f) If, in the opinion of the Chief Administrative Officer or delegate a nuisance exists, on any site which is subject to a Campsite Rental Agreement, the Chief Administrative Officer or delegate, or a Peace Officer may, in writing, order the person causing the nuisance to abate the nuisance or clean the site, or both.

(g) Where a person or Primary Campsite Renter fails to comply with an order made pursuant to Section 3.8(f) of this Bylaw, the Chief Administrative Officer or delegate may take steps necessary to abate the nuisance or clean the site, or both.

- i. Any costs incurred pursuant to Section 3.8(f) may be charged back to the Campsite Rental Agreement holder.

(h) The Chief Administrative Officer or delegate may cancel or suspend a Campsite Rental Agreement issued in accordance with this Bylaw, of the Primary Campsite Renter or guest(s) for any contraventions of this Bylaw, or any other municipal bylaw, or any of the terms of conditions of the Campsite Rental Agreement.

4. AUTHORITY OF THE CHIEF ADMINISTRATIVE OFFICER

4.1 The Chief Administrative Officer or delegate may exercise any authority already expressed in this Bylaw as well as:

- (a) Designate and erect other signs and notices governing and prohibiting activities that are provided for in this Bylaw.
- (b) Appoint persons necessary for the administration of this Bylaw as Campground Attendants.
- (c) Determine if a person shall be prohibited from accessing the campground and the duration of such prohibition.

5. AUTHORITY OF A PEACE OFFICER

5.1 A Peace Officer may seize, remove, and/or dispose of a motor vehicle, off highway vehicle, aircraft, boat, trailer, equipment, appliance, article or object in accordance with this Bylaw, if upon inspection it:

- i. remains in an area after the authorization to be in that area has expired;
- ii. is located in a prohibited area;
- iii. is located in an area where parking is prohibited by sign;
- iv. is involved in a contravention of this Bylaw, regardless if it is found in the possession of the person alleged to have committed the contravention; or

- v. is deemed by the Peace Officer to be abandoned.

5.2 A Peace Officer shall allow the owner of an item seized under Section 5.1 to claim it after determining that the risk of the offense being repeated has diminished.

5.3 Where a Peace Officer moves or stores an item or causes it to be moved or stored under this Section, the cost of doing so:

- i. shall be the responsibility of the owner of the item;
- ii. constitutes a lien on the item;
- iii. may be recovered from the owner in an action for debt; and
- iv. must be paid before the item is released to the owner or person otherwise authorized to retrieve it.

5.4 Should an item seized under Section 5.1 not be claimed within 60 days, it shall become the property of the Town of Beaverlodge for disposal at the Chief Administrative Officer or delegates discretion, with the exception of items outlined in accordance with the *Traffic Safety Act, R.S.A. 2000, c. T-6*.

5.5 A Peace Officer may issue a Violation Ticket for any contravention of this Bylaw in accordance with Schedule "A" attached to and forming part of this Bylaw and served in accordance with Section 5.6. The Violation Ticket shall require payment to the Town of Beaverlodge for the specified penalty amount for that offence.

5.6 A Violation Ticket or written notice of contravention of this Bylaw shall be deemed to be sufficiently served if:

- i. Served personally on the accused;
- ii. Mailed to the address of the Registered Owner of the Vehicle concerned or the person concerned;
- iii. Mailed to the address provided by the Primary Campsite Renter upon registration for the campsite;
- iv. Mailed to the address provided on Government issued identification; or
- v. Attached or left upon the vehicle in respect of which the offence is alleged to have been committed.

6. PENALTIES

6.1 Every person who contravenes any provisions of this Bylaw, enumerated in Schedule "A" herein, is guilty of an offence and shall be held liable on summary conviction to the penalty specified therein for such offence.

6.2 Where payment of a penalty for a Violation Ticket is received within 15 days from the date of issue, the voluntary payment shall be reduced by ten (\$10.00) dollars.

6.3 Following the fifteenth day from receiving a Violation Ticket, a person may pay the ticket issued as a late payment and the Town of Beaverlodge will accept the penalty payment as outlined in Schedule "A" instead of pursuing prosecution.

7. REPEAL

7.1 Upon third reading of Bylaw No. 1035, Bylaw No. 888 and all amendments thereto are hereby repealed.

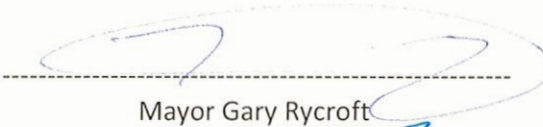
8. SEVERABILITY

8.1 It is the intention of Council that each separate provision of this Bylaw shall be deemed independent of all other provisions herein and it is the further intention of Council that if any provision of this Bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion shall be severed, and the remainder of the Bylaw is deemed valid and enforceable.


9. EFFECTIVE DATE

9.1 That this Bylaw shall come into force and have effect from and after the date of third and final reading thereof.

READ A FIRST TIME on this 14TH day of APRIL, 2025.

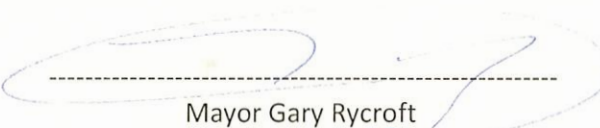


Mayor Gary Rycroft




CAO Jeff Johnston

READ A SECOND TIME on this 28TH day of APRIL, 2025.



Mayor Gary Rycroft



CAO Jeff Johnston

READ a third and final time on this 28TH day of APRIL, 2025.

Signed this 28TH day of APRIL, 2025.

A blue ink signature of Mayor Gary Rycroft, consisting of stylized, overlapping loops, positioned above a horizontal dashed line.

Mayor Gary Rycroft

A blue ink signature of CAO Jeff Johnston, featuring a series of fluid, connected strokes, positioned above a horizontal dashed line.

CAO Jeff Johnston

SCHEDULE "A"

Penalties

OFFENCES	SECTION	SPECIFIED PENALTY
3.1 GENERAL		
Failure to comply with lawful orders and instructions	3.1 (b)(i)	\$200
Failure to comply with lawful signs and notices	3.1 (b)(ii)	\$200
Failure to register with Park Attendant upon entry	3.1 (e)	\$200
Campsite left in unsatisfactory condition when vacated	3.1 (g)	Actual cost to maximum of \$400
Consumption of or open liquor or cannabis in a prohibited place	3.1 (j) & (k)	\$100
Interference with the quiet and peaceful enjoyment of a park	3.1 (l)	\$400
Violation of eviction order	3.1 (m)	\$500
Entrance or presence in a restricted portion of the campground	3.1 (n)	\$200
Display or posting of unauthorized signs or advertisements	3.1 (o)	\$100
Removal, defacement, damage, or destruction of property/objects in park	3.1 (p)	Actual cost to maximum of \$2000
Discharge or use of firearm or prohibited item in campground	3.1 (q)	\$500
Conducting business operations in campground without authorization	3.1 (r)	\$200
3.2 WASTE DISPOSAL		
Failure to deposit waste in campground in designated receptacle or area	3.2 (a)	\$200
Bringing commercial or residential waste into campground for disposal	3.2 (b)	\$200
Failure to dispose of waste when necessary	3.2 (c)	\$200
Bathing or cleaning clothing, fish, utensils, vehicles or equipment at or near a well, spigot or pump in campground	3.2 (d)	\$200
Removal of water from park when not permitted	3.2 (e)	\$200

OFFENCES	SECTION	SPECIFIED PENALTY
3.3 CAMPSITE RENTAL AGREEMENTS		
Camping outside of designated area without authorization	3.3 (c)	\$400
3.4 CAMPSITE OCCUPATION		
Campsite occupant parking vehicle in manner or location that impedes traffic	3.4 (d)	\$50
Bring in or allow more camping units than authorized	3.40 €	\$400
Campsite visitor parking vehicle in manner or location that impedes traffic	3.4 (f)(i)	\$50
Campsite visitor parking ehicle in a location prohibited by sign	3.4 (f)(i)	\$50
Exceeding maximum occupants permitted in a single campsite	3.4 (g)	\$200
Failure to vacate campsite as required under issued notice	3.4 (h)	\$200
Failure to vacate and remove all property from campsite after expiry or cancellation	3.4 (i)	\$200
3.5 BURNING		
Setting, lighting or maintaining a fire in unauthorized location	3.5 (a)	\$400
Fire left unattended or allowed to spread	3.5 (f)	\$400
Failure to properly extinguish fire, and smoldering materials before leaving campsite	3.5 (g)	\$400
3.7 ANIMAL CONTROL		
Failure to keep animal contained or controlled in campground	3.7 (b)	\$100
Failure to keep animal out of prohibited area	3.7 (c)	\$100
Failure to remove and properly dispose of animal feces	3.7 (e)	\$100
Failure to remove animal feces in a designated site	3.7 (f)	\$100
Failure to arrange for another person to remove and dispose of animal waste	3.7 (g)(i)	\$100
Failure to notify the Campground Attendant that they require assistance	3.7 (g)(ii)	\$100
Failure to keep horse, pony, or other pack animal out of prohibited area	3.7 (e)	\$100