

**ENOCH CREE NATION  
SUBDIVISION, DEVELOPMENT  
AND SERVICING BYLAW NO.  
2018-01**



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**ENOCH CREE NATION**  
**Subdivision, Development and Servicing Bylaw No. 2018-01**

**PREAMBLE**

**WHEREAS** the Enoch Cree Nation has inherent aboriginal and Treaty rights and authority to govern relations among its members and between the Enoch Cree Nation and other governments.

**AND WHEREAS** the Enoch Cree Nation people are the Maskêkosak nehiyawak, proud and avowing of our language, tradition and history, passed from ancestors, to those of today, for the benefit of Maskekosihk iyinowak oti nikanihk.

**AND WHEREAS** the aboriginal and Treaty right of the Enoch Cree Nation to govern itself was recognized and affirmed in Treaty No. 6 entered into on September 28, 1877 between Her Majesty the Queen and the Enoch Cree Nation and confirmed by section 35 of the *Constitution Act*, 1982.

**AND WHEREAS** in accordance with the September 13, 2007 UN Declaration on the Rights of Indigenous Peoples, Enoch Cree Nation members have the right to participate in decision-making in matters which would affect their rights, through representatives chosen by themselves in accordance with their procedures, as well as to maintain and develop their in decisions making institutions.

**AND WHEREAS** in accordance with the September 13, 2007 UN Declaration on the Rights of Indigenous Peoples, Enoch Cree Nation members have the right to own, use, develop and control lands, territories and resources they possess by reason of traditionally ownership or use as well as those they have otherwise acquired.

**AND WHEREAS** the Enoch Cree Nation has historically managed its lands and resources according to traditional laws and its inherent right of self-government, which includes the right to designate, allocate and assign lands for different purposes and to regulate use of Enoch Cree Land.

**AND WHEREAS** the Enoch Cree Nation Council also has the power under section 81(1)(g) of the *Indian Act* to make bylaws not inconsistent with the *Indian Act* or with any regulation made by the Governor in Council or the Minister, for the dividing of Enoch Cree Land or a portion thereof into zones and the prohibition of the construction or maintenance of any class of buildings or the carrying on of any class of business, trade or calling in any zone.

**AND WHEREAS** the Enoch Cree Nation Council also has the power under section 81(1)(h) of the *Indian Act* to make bylaws not inconsistent with the *Indian Act* or with any regulation for the construction, repair and use of buildings whether owned by the Enoch Cree Nation or by individual members of the Enoch Cree Nation.



**AND WHEREAS** it is considered necessary for the interests and integrity of the Enoch Cree Nation to adopt a *Subdivision, Development and Servicing Bylaw* as a planning document for the Enoch Cree Nation to be used by Chief and Council, Administration and Membership as a framework for growth and development and a decision making guide;

**AND WHEREAS** the Enoch Cree Council believes it is in the best interests of Enoch Cree to exercise its inherent right of self-government and its power under sections 81(1)(g)(h) of the *Indian Act* to enact this *Enoch Cree Nation Subdivision, Development and Servicing Bylaw No. 2018-01*.

**NOW THEREFORE** we the Enoch Cree Council proclaim:

**1. TITLE**

- 1.1. This *Bylaw* may be cited for all purposes as “*Enoch Subdivision, Development and Servicing Bylaw No. 2018 -01*.”

**2. PARTS**

- 2.1. This *Bylaw* is divided into seven parts dealing with the following subjects:

Part I – Interpretation

Part II – General Requirements

Part III – Dedication of Land

Part IV – Parcel Standards

Part V – Highway Dedication, Servicing and Construction Standards

Part VI – Development Agreements

Part VII – Payment of Taxes and Charges

**PART I - INTERPRETATION**

**3. DEFINITIONS**

- 3.1. In this *Bylaw*, unless the context otherwise requires

**“Application for Development”** means the Zoning Amendment and Development Permit Application Form and any other successor or related forms established by Council from time to time;

**“Approving Officer”** means a person appointed by Council as Approving Officer, or delegate;



**“arterial road”** means a road whose primary function is to carry through traffic from one area to another with as little interference as possible from adjacent land uses, but which may provide direct access to property as a secondary function, particularly for large traffic generators;

**“boulevard”** means all those portions of a highway not occupied by roadway and shall include the “median” area between separated roadways;

**“collector road”** means a road whose primary function is to distribute traffic between arterial, other collector, and local roads, within an area but which also usually provides full direct access to properties. Collector roads are classified into two types:

- (a) **“through collector road”** means a collector road which connects, or is part of a route connecting two different arterial roads and is attractive to use as a shortcut between them, and therefore may carry traffic having neither origin nor destination within the area;
- (b) **“limited collector road”** means a collector road which, because of its location, geometric design or length, does not provide an attractive shortcut between two arterial roads and, therefore, will carry only local area traffic;

**“complete”** or any variation thereof when used with respect to the work or works referred to herein will mean completion to the satisfaction of Enoch;

**“construction”** means build, erect, install, repair, alter, add, enlarge, move, locate, re-locate, re-construct, upgrade, demolish, remove, excavate or shore;

**“contractor”** means a person or firm having a contract with a registered holder or with Enoch to construct roads or install works or services or any other items required by this *Bylaw*;

**“Council”** means the governing body of Enoch Cree Nation;

**“develop”** or **“development”** means any construction to which the Enoch *Building Bylaw* applies and includes the subdivision of Enoch Lands;

**“Developer”** means a person who wishes to develop Enoch Lands;

**“Development Permit and Servicing Agreement”** means the servicing agreement entered into between Enoch and the Developer, in the form developed by Enoch from time to time and includes any forms, schedules and appendices attached thereto;

**“drainage works”** means a system of works designed and constructed to control the flow of storm water which is in conformity to design criteria and construction standards adopted



by Enoch known as the “natural system” wherein the storm water generated by the development of land must be controlled using Stormwater Management Facilities;

“**Enoch**” means the Enoch Cree Nation;

“**Enoch Lands**” means:

- (a) Enoch Cree Nation Reserve No. 135
- (b) Enoch Cree Nation Reserve No. 135A;

“**Enoch Cashier**” means the person or persons appointed by the Chief Operating Officer from time to time, and includes any delegates;

“**Enoch Design Criteria**” means the Enoch *Design Criteria and Construction Standards and Specifications for Development* developed and/or adopted by Enoch Council from time to time;

“**Enoch Engineering Consultant**” means a person or corporation appointed by Council as an engineering consultant on behalf of Enoch, or delegate;

“**Fire Department**” includes the fire department of any fire protection district, municipal corporation, or first nation attending fires on Enoch Lands;

“**Health Officer**” means a medical health officer, or equivalent, of the authority having jurisdiction for Enoch Lands;

“**highway**” includes all public streets, roads, lanes, ways, trails, bridges, and approaches and any other public way designated or intended for use by the general public for the passage of vehicles, and every private place or passageway to which the public, for the purpose of the parking or servicing of vehicles, has access or is invited and includes the roadway, shoulder, boulevard, ditch and sidewalk area and whatever lands lie between the property lines of the highway, but does not include a private right of way on private property;

“**Integrated Land Use Plan Bylaw**” means Enoch’s *Integrated Land Use Plan Bylaw* No. 2018-01 or any successor bylaw;

“**land use designation area**” means any area or district established in Enoch’s *Integrated Land Use Plan Bylaw* or *Zoning Bylaw*;

“**lane**” means a highway having a right of way width of not more than eight (8) meters and not assigned a name or number, to provide a secondary access to abutting properties;



**“local road”** means a road whose primary function is to serve vehicle trip ends by providing direct access to properties, and which usually connect to other local roads or to collector roads. Local roads are classified into two types:

- (a) **“through local urban road”** means a local road having access to two different collector or local roads which may, therefore, serve some traffic having neither origin nor destination along its length;
  - (b) **“limited local urban road”** means a local road which, by virtue of its connections to the collector road system, is likely to be used by traffic having either an origin or a destination along its length. Three variations of the limited local urban road are:
    - (i) cul-de-sac: a limited local urban road with only one access point;
    - (ii) P-loop: a variation of the cul-de-sac having a loop at one end; and
    - (iii) crescent: a limited local urban road having access to the same local collector and at two separate locations.
- or

For the purposes of this *Bylaw*, a local road which serves more than 100 dwelling units will be considered as a through local urban road regardless of configuration;

**“Manager”** means the head of Enoch Planning and Development Services Division Department, or delegate;

**“occupant”** or **“occupier”** means a person who is legally entitled to occupy or simply occupies a parcel of land, building, dwelling or premises within Enoch Lands;

**“parcel of land”** or **“parcel”** means any lot, block, manufactured home pad or other area in which real property within Enoch Lands is held or into which real property within Enoch lands is subdivided and the improvements affixed to it;

**“person”** in addition to its ordinary meaning, includes any association, household, society, corporation, partnership or party, whether acting by themselves or by a servant, agent or employee, and the successors, assigns and personal or other legal representatives of such person to whom the context can apply according to law;

**“Professional Engineer”** means a person who is a registered professional member in the Association of Professional Engineers and Geoscientists of Alberta (APEGA);

**“provide”** in relation to services or other works means doing all that is necessary to make a service available and functioning in a proper manner and will include design, construction or installation, and testing;



**“public utility”** means any system having facilities installed in a highway or in a right way for the purpose of providing a service to property and includes water distribution, sewage and drainage collection, street lighting, electric power distribution, fiber, telephone, cable television, and gas distribution systems;

**“registered holder”** means a person who is registered in the Indian Land Registry as the holder of an interest in Enoch Lands and, where applicable, includes the occupant;

**“Reviewing Agencies”** means those Enoch, provincial and federal agencies, ministries and departments, as the case may be, identified by Enoch from time to time, as a resource to provide technical advice, assessments, recommendations and reports, as required, and includes but is not limited to those listed in paragraph 4.6(c) of this *Bylaw*;

**“right of way”** includes land or any interest in land acquired for the purpose of:

- (a) public rights of passage with or without vehicles; or
- (b) erecting and maintaining any pole-line; or
- (c) laying, placing, and maintaining drains, ditches, conveyance, transmission, or transportation of water, electric power, forest products, oil, or gas, or both oil and gas, or solids as defined in the *Pipeline Act*; or
- (d) the disposal of sanitary sewage, storm water or drainage;

**“roadway”** means the portion of a highway surfaced for the purpose of facilitating vehicular movement;

**“Stage 1 Fees and Charges”** means fees and charges due on Council Approval of the Conceptual Development Plan for a proposed development;

**“Stage 2 Offsite Levies”** means charges for capital cost of any or all of the following: new or expanded facilities for the storage, transmission, treatment or supplying of water; new or expanded facilities for the treatment, movement or disposal of sanitary sewage; new or expanded storm sewer drainage facilities; new or expanded transportation infrastructure required for or impacted by a subdivision or development; new or expanded community recreation facilities; new or expanded emergency services facilities; new or expanded libraries; new or expanded telecommunications infrastructure; land required for or in connection with any facilities described above; latecomer’s fees, inspection fees and all other applicable charges;

**“storm water control plan”** means the storm water control plan as identified within the natural system of drainage works as adopted by Enoch;



**“subdivide” or “subdivision”** means:

- (a) the division of land into two or more parcels, whether by plan or by metes and bounds description or by replotting scheme or otherwise;
- (b) the consolidation of two or more parcels into a single parcel, or several parcels into a smaller number or parcels; or
- (c) the creation of a highway or a portion of a highway by plan;

**“Tax Administrator”** means the official appointed by Council for the purposes of collecting taxes, levies and other charges for Enoch;

**“utility”** means a public utility owned and operated by Enoch, or any variation thereof means and includes all work required to be done for the setting out, the executing and the completion to the satisfaction of Enoch;

**“Zoning Bylaw”** means Enoch’s *Zoning Bylaw* No. 2018-01 or any successor bylaw.

## PART II – GENERAL REQUIREMENTS

### 4. DEVELOPMENT PERMIT PROCESS

- 4.1. Council must establish a schedule of offsite levies payable pursuant to this *Bylaw*.
- 4.2. If a person wishes to develop Enoch Lands, that Developer must submit an Application for Development to the Enoch Planning and Development Services Division Department and follow through the Stage 1 and Stage 2 processes of the Enoch Land Development Procedures.
- 4.3. The Stage 1 process requires that, in addition to the completed Application for Development, the Developer must submit:
  - (a) non-refundable application fees;
  - (b) Stage 1 Fees and Charges;
  - (c) four (4) copies of a conceptual development plan for the proposed project prepared, signed and sealed by a Professional Engineer, professional architect and/or professional planner (the “Conceptual Development Plan”), in a manner





consistent with the Enoch *Design Criteria and Construction Standards and Specifications for Development*;

- (d) such additional identifying information as may be required by the Enoch Planning Department including, but not limited to:
  - (i) the Developer's name, address and telephone number;
  - (ii) the name, address and telephone number of the Professional Engineer, Professional Architect and/or Professional Planner responsible for the preparation of the Conceptual Development Plan;
  - (iii) the legal description of the parcel of land proposed to be developed;
  - (iv) the name of all registered holders in the parcel of land proposed to be developed, and of other persons or entities having any legal or beneficial interest in the Developer;
  - (v) the lease registration number and sublease registration number as containing in the Indian Land Registry, if applicable;
  - (vi) the development proposal;
  - (vii) all specifications as required, including those with respect to engineering, utilities, water, sewer and roads;
  - (viii) any appraisal reports that have been prepared; and
  - (ix) all engineering reports that have been prepared.
  
- (e) such additional technical information as may be required by the Enoch Planning Department including, but not limited to:
  - (i) a map showing the existing and proposed land uses;
  - (ii) a map showing existing and proposed topography and natural features such as water courses, water bodies and treed areas;
  - (iii) a map showing existing property lines, easements, rights-of-way, services (including water, sanitary sewer, drainage, electrical, telephone and gas), and roads, including a statement whether any will be removed as a result of the development;



- (iv) a map showing the approximate location, dimensions and area of all existing buildings and structures within the proposed development area including a statement whether any will be removed, altered or added to. If a building is to be altered or added to, a description of the proposed alteration or addition;
- (v) a map showing the approximate location, configurations and dimensions of all proposed parcels within the development. Each proposed parcel must be identified with a parcel number;
- (vi) a map showing the approximate location, maximum dimensions and maximum area of all proposed residential buildings and non-residential buildings with an above grade floor areas of less than 280 m<sup>2</sup>. Conceptual development plans must be provided for non-residential buildings with an above grade floor area equal to or greater than 280 m<sup>2</sup>;
- (vii) a map showing the existence of any potentially sensitive cultural areas within one (1) km of the proposal;
- (viii) if the development is to be constructed in phases, a map identifying the phases;
- (ix) all maps must be in metric and include a scale and an arrow showing the north direction;
- (x) where applicable, copies of reports related to soil inspection, percolation tests and any other background studies;
- (xi) a preliminary design report for the proposed municipal services which outlines the rationale, design criteria and calculations related to the design of the services. The design report must be prepared in accordance with the servicing requirements of this *Bylaw*;
- (xii) a description of the building scheme which will apply to the proposed development and buildings;
- (xiii) an environmental assessment including consideration of physical, social or economic impacts of the development and a statement of mitigating measures; and
- (xiv) a traffic impact study for a proposed development generating more than 100 trips per day.



- 4.4. Upon completion by the Developer of the requirements set out in sections 4.2 and 4.3, the Approving Officer must review and process the Application for Development and upon completion must present a report to Council for its consideration, which report must contain:
- (a) a copy of the Application for Development;
  - (b) a copy of the proposed Conceptual Development Plan;
  - (c) a summary of the various reports, assessments and studies submitted by the Developer under paragraphs 4.3(d) and (e);
  - (d) confirmation that the proposed development does not contravene the Enoch *Integrated Land Use Plan Bylaw and Zoning Bylaw*; and
  - (e) confirmation of receipt in full by the Enoch Cashier of the applicable non-refundable application fee and Stage 1 fees and charges.
- 4.5. Stage 1 Conceptual Development Plan approval will be given by the Approving Officer once:
- (a) All requirements in respect of any applicable Enoch *Design Criteria and Construction Standards and Specifications for Development* and Enoch bylaws are satisfied; and
  - (b) Council has by resolutions approved the Conceptual Development Plan.
- 4.6. The Stage 2 process requires that:
- (a) the Developer must submit non-refundable processing fees;
  - (b) once Council has approved the development proposal through a resolution, the Developer must enter into a Development Permit and Servicing Agreement substantially in the form established by Council from time to time prior to any work or construction commencing;
  - (c) the Approving Officer must review the recommendations of the Reviewing Agencies, which may include but not be limited to:
    - (i) Enoch Engineering Consultant;
    - (ii) Enoch Environmental staff and/or consultant;
    - (iii) City of Edmonton;



- (iv) County of Parkland;
  - (v) Fire Department;
  - (vi) Ministry of Transportation;
  - (vii) Ministry of Environment and Parks; and
  - (viii) Health Canada.
- (d) Upon completion of the review of the recommendations of the Reviewing Agencies, the Approving Officer must present a report to Council for its consideration, which report must contain:
- (i) confirmation that all deficiencies and recommendations have been satisfied;
  - (ii) confirmation of receipt by the Enoch Cashier of the applicable non-refundable processing fee;
  - (iii) a *Development Permit and Servicing Agreement* for approval by Council; and
  - (iv) confirmation of receipt of the security to be posted by the Developer.
- 4.7. Council may, upon receipt of the report from the Approving Officer, by Council Resolution:
- (a) authorize the execution of the *Development Permit and Servicing Agreement* by the Approving Officer on behalf of Enoch;
  - (b) authorize the execution of the *Development Permit and Servicing Agreement*, as amended by Council in its Council Resolution, by the Approving Officer on behalf of Enoch; or
  - (c) refuse to authorize the execution of the *Development Permit and Servicing Agreement* by the Approving Officer on behalf of Enoch.
- 4.8. A Development Permit and Servicing Agreement is not in force and effect until such time as it has been approved and consented to by way of Council Resolution and executed by the Approving Officer on behalf of Enoch.
- 4.9. Forthwith upon the passage of the requisite Council Resolution described in section 4.8, the Developer must pay to Enoch the applicable Stage 2 offsite levies.



- 4.10. The Approving Officer may, at any stage of processing the Application for Development, refuse to approve the Application for Development if:
- (a) the Approving Officer is of the opinion that the cost to Enoch of providing public utilities or other works or services would be excessive; or
  - (b) the Approving Officer is of the opinion that the Application for Development does not conform to:
    - i. Enoch's *Integrated Land Use Plan Bylaw and Zoning Bylaw*;
    - ii. all applicable provisions of the Enoch *Design Criteria and Construction Standards and Specifications for Development*;
    - iii. the recommendations of Enoch's list of reviewing agencies; or
    - iv. any applicable provincial or federal acts or regulations or any other Enoch law or bylaw.
- 4.11. A copy of the *Development Permit and Servicing Agreements* executed by Enoch and the Developer must be retained by the Approving Officer who must make the same available for perusal by any resident of Enoch Lands upon request during normal business hours during which the Enoch Planning Department is open to the public. Copies of *Development Permit and Servicing Agreements*, excluding any schedules, will be made available to residents of Enoch Lands upon written request.

## 5. SUBDIVISION PROCESS REQUIREMENTS

- 5.1. Where the development includes the subdivision of Enoch Lands, the Approving Officer must, before providing Stage 1 Conceptual Development Plan approval under section 4.5, also be satisfied that the development:
- (a) is suited to the configuration of the parcel of land being subdivided;
  - (b) is suited to the use to which it is intended;
  - (c) does not make impractical the future subdivision of the parcel of land within the proposed development or of any adjacent parcel; and
  - (d) the parcel being subdivided will have legal and physical access to a public road.
- 5.2. Where the development includes the subdivision of Enoch Lands, the Developer must also comply with the following requirements, if the Approving Officer so demands:



- (a) furnish profiles of every new highway shown on the plan and such topographical details as may indicate the engineering problems to be dealt with in opening up the highways shown upon the plan;
- (b) furnish a sketch showing that the smaller parcels into which the parcel of land is to be subdivided by the plan can conveniently be further subdivided into further small parcels, but this will only be demanded if in the opinion of the Approving Officer the situation of the parcel of land is such that there is reason to anticipate its subdivision;
- (c) furnish a contour plan of the parcel proposed for subdivision;
- (d) survey of existing trees on the parcel proposed for subdivision.

5.3. In considering the sufficiency of the highway allowance shown upon the plan, the Approving Officer must take into consideration whether the parcel of land to be subdivided is:

- (a) urban or rural business property;
- (b) urban or rural residential property; or
- (c) rural lands;

and must also consider the configuration of the parcel of land, the relation of the highway allowances to any existing main highway or approach, whether by land or water, and any local circumstances, and on the question of width, whether the respective highways shown are likely to be required or used as main roads or as secondary roads, or merely as road of access to a few parcels, or as lanes.

5.4. The Approving Officer may at any stage of processing the subdivision application refuse to approve the subdivision plan if he is of the opinion that:

- (a) the cost to Enoch of providing public utilities or other works or services would be excessive; or
- (b) the subdivision does not:
  - (i) conform to Enoch or other agencies of competent jurisdiction ordinances regulating the subdivision of parcel of land and land use planning;
  - (ii) conform to the Enoch *Integrated Land Use Plan Bylaw*;



- (iii) conform to the Enoch *Zoning Bylaw*;
  - (iv) conform to the requirements of the Ministry of Transportation within respect to a controlled access highway;
  - (v) satisfactorily address the recommendations of the Reviewing Agencies; or
- (c) taxes or other Enoch charges applicable to the parcel of land being subdivided have not been paid. These include property taxes, offsite levies, and other levies, application fees, inspection fees, approval fees, or any other charges set out in this *Bylaw*.

### PART III – DEDICATION OF LAND

#### 6. DEDICATION OF LAND

- 6.1. The Developer must convey to Enoch, without compensation, land for public open space in the locations and to the extent required by the Approving Officer for the purpose of providing sufficient open space within the development for park and public use.
- 6.2. Where the parcel being developed adjoins a lake, river, stream or other body of water, the Approving Officer may, as a condition of approving the development, require the conveyance to Enoch, without compensation, or a strip of land not exceeding fifteen (15) meters in width along the bank or shore for the purpose of providing public access, if, in the opinion of the Approving Officer, such dedication is in the public interest.
- 6.3. The parcel of land to be dedicated under section 6.2 must be measured from:
- (a) the high water mark;
  - (b) the controlled high water mark; or
  - (c) the natural boundary of the lake, river, stream or other body of water as defined in the *Public Lands Act* and the *Municipal Government Act*,
- whichever is applicable.
- 6.4. The Developer must convey to Enoch, without compensation, land, as required by the Approving officer that:
- (a) contains traditional land uses;
  - (b) supports traditional medicines, and/or harvesting;
  - (c) is archeologically significant and/or contains rare or unique geological or physiographic features;



- (d) is ceremonially significant;
- (e) is a wetland, swamp, gully, ravine, coulee, a natural drainage course, unstable or subject to flooding;
- (f) provides an important linking function and permits the movement of wildlife, including migration corridors and migratory stopover points;
- (g) performs a vital environmental, ecological or hydrological function such as aquifer recharge;

Standards for traditional, archeologically or ceremonial significant lands shall be set out in a schedule of Culturally Significant Land Standards established by Council from time to time.

- 6.5. The amount of land required to be conveyed to Enoch under sections 6.1 and 6.2 when combined must not exceed fifteen (15%) percent of the parcel being subdivided or Gross Developable area, whichever is greater.
- 6.6. Sections 6.1 to 6.5 do not apply:
  - (a) to subdivisions creating three (3) or less lots;
  - (b) to subdivisions where the smallest lot being created is larger than two (2) hectares; or
  - (c) to consolidation of existing subdivided parcels

#### **PART IV – PARCEL STANDARDS**

##### **7. PARCEL STANDARDS**

- 7.1. Except as otherwise provided in this *Bylaw*, no parcel will be created by subdivision, which has an area, width, depth or frontage less than the minimal, nor a depth in relation to a width greater than the maximum for the particular land use designation area in which the subdivision is located, as set out in a schedule of Parcel Standards established by Council from time to time.

#### **PART V – HIGHWAY DEDICATION, SERVICING AND CONSTRUCTION STANDARDS**

##### **8. HIGHWAY DEDICATION, SERVICING AND CONSTRUCTION STANDARDS**

- 8.1. The Developer must provide, without compensation, to the extent required by the Approving Officer:





- (a) for the purpose of a highway within a development, land not exceeding thirty (30) meters in width, or
  - (b) for the purpose of widening a highway that borders or is within a subdivision, land of a depth not exceeding fifteen (15) meters.
- 8.2. Where, in the opinion of the Approving Officer, terrain and soil conditions are such that a roadway having a width of nine (9) meters cannot be adequately supported, protected, and drained within the widths specified in section 8.1, land sufficient to support, protect, and drain such a roadway may be required without compensation.
- 8.3. The Approving Officer may require additional right of way at intersections with arterial roads in order to provide traffic turn-lane channelization.
- 8.4. The Approving Officer may require additional right of way to accommodate utility transformer pads.
- 8.5. The Approving Officer will require additional right of way at intersection between lands and at right angle turns.
- 8.6. Except as otherwise provided in this *Bylaw*, the Developer must provide vehicular and pedestrian access systems such that each system:
- (a) serves and can be connected to all parcels created by the development;
  - (b) extends along all highways within the development;
  - (c) provides the required standard of development established by Council, from time to time; and
  - (d) provides for extension and connection of the system to lands and systems beyond the proposed development.
- 8.7. Without limiting the generality of section 8.6, the Developer may not be required to provide vehicular or pedestrian access systems where or to the extent to which:
- (a) a system or part thereof already exists which provides the level of standard required for both the existing parcels and those created by the development, as established by Council, from time to time; and
  - (b) the parcels being created will have access appropriate to their intended use.



- 8.8. The Developer must provide sidewalks on one or both sides of highways within the lands being subdivided in accordance with the standards for the various classifications of road in each land use designation area, established by Council, from time to time.
- 8.9. Without limiting the generality of section 8.8, the Approving Officer may require:
- (a) sidewalks along any highway within the development on which substantial pedestrian traffic is expected to be generated;
  - (b) sidewalks along the side of a highway within the development which fronts on or abuts a school, park, recreation facility, public building, shopping and commercial development;
  - (c) sidewalks on each side of an arterial or collector road within the development;
  - (d) walkways within the development connection points between which pedestrian movement will be generated; and
  - (e) upgrades to the infrastructure servicing the development, the cost of which will be paid for by the Developer.
- 8.10. All sidewalks and walkways must be constructed in accordance with the Enoch Design Criteria.
- 8.11. A cul-de-sac must be constructed in length in accordance with the Enoch Design Criteria and all cul-de-sacs must permit emergency access.
- 8.12. The maximum length of a cul-de-sac may be increased in accordance with the Enoch Design Criteria established for specific land use designation areas; provided however that such cul-de-sac must not provide frontage to more than twenty (20) lots and further provided that an emergency access must be provided where the length of the cul-de-sac exceeds two hundred and twenty (220) meters.
- 8.13. A P-loop must be constructed in length in accordance with the Enoch Design Criteria provided however that all P-loops must be provided with an emergency access.
- 8.14. The maximum total street length of a P-loop may be increased in accordance with the Enoch Design Criteria established for specific land use designation areas; provided however that such P-loop must not provide frontage to more than sixty (60) lots created in a development.
- 8.15. The emergency access required in sections 8.11 and 8.13 must directly connect from the turnaround of a cul-de-sac or from the loop road of a P-loop to an adjacent highway.



- 8.16. Emergency access must not be less than six (6) meters in right of way width and must be constructed in accordance with the Enoch Design Criteria.
- 8.17. In a development where the road layout is such that a highway or a portion thereof serves or will serve the adjoining properties outside the development, the Approving Officer may allow the dedication and construction of new half-roads along the perimeter of the development, provided however the following conditions are satisfied:
  - (a) additional right of way greater than half is dedicated, where necessary, in order to provide two-way traffic flow, sidewalk, street lights, and drainage collection system.
  - (b) such half-roads must be constructed in accordance with Enoch Design Criteria.
- 8.18. The Developer must clear, grade, surface and otherwise construct the required highways including roadways, emergency access and transit ways, in accordance with the required standards established by Council, from time to time.
- 8.19. Where a road passes through more than one land use designation area, the land use designation area having the most significant impact on the roadway, as determined by the Approving Officer, will dictate the applicable road standards.
- 8.20. The Developer must grade and, where required by the Approving Officer, landscape boulevards along all highways within the development in accordance with the required standards established by Council, from time to time.
- 8.21. Except as otherwise provided in this *Bylaw*, the Developer must provide:
  - (a) water distribution, sanitary sewer and drainage works, underground wiring and street lighting systems, such that each system:
    - (i) serves and is connected to all parcels created by the development;
    - (ii) extends along all highways within the development;
    - (iii) connects to the appropriate infrastructure and public utility;
    - (iv) provides the required standards of service established by Council, from time to time; and
    - (v) provides for extensions and connection of the system to lands and systems beyond the proposed development; and
  - (b) road curbs, gutters and sidewalks.



- 8.22. Without limiting the generality of section 8.21, the Developer may not be required to provide water supply, sanitary sewer and drainage works, underground wiring, and street lighting systems where a system already exists which provides the required standards for both the existing parcels and those to be created by development.
- 8.23. Without limiting the generality of section 8.21, where infrastructure services are not available, but are programmed for as part of an approved Enoch Capital Works Plan, the Approving Officer may approve a development within which the provision and construction of water supply and/or sewage disposal and/or drainage works may be deferred; provided however that:
- (a) an alternative system satisfactory to both the Approving Officer and the Enoch Engineering Consultant is provided at the expense of the Developer and on a temporary basis;
  - (b) the Developer covenants against each parcel created in the development and agrees to construct and connect the deferred systems at an appropriate time as determined and required by Enoch; and
  - (c) the Developer deposits with Enoch a bond for an amount satisfactory to the Approving Officer having regard to the cost of installing and paying for all works and services related to the deferred systems.
- 8.24. The Developer must provide and design the required drainage works in conformity with the Master Servicing Plan.
- 8.25. The Developer must, where required by the Approving Officer, convey to Enoch without compensation, land at an appropriate location or locations for drainage works. The amount of the parcel to be conveyed to Enoch must be sufficient to ensure that an adequate Stormwater Management Facility can be built. Where a Community Pond is used for a Stormwater Management Facility, the provision of this section will be waived. Waiving of this provision does not preclude the introduction of an offsite levy, or like charge for the Community Pond.
- 8.26. The standards for servicing of land required under sections 8.21 and 8.22 of this *Bylaw* for different land use designation areas must be established by Council, from time to time, in developments where the lot sizes and subdivision design simulate those of a higher land use designation area, the standards of a higher land use designation area will apply.
- 8.27. Where the Developer is required to provide water, sanitary sewer or drainage works, Enoch may provide for sharing all or part of the cost of the trunk water, trunk sanitary sewer, or trunk drainage works so required between Enoch and
- (a) the Developer, or



- (b) the Developer and the registered holders of any other parcel that will benefit from the trunk water, trunk sanitary sewer, or trunk drainage works;

and Enoch may require that a portion of water, sanitary sewer or drainage works be provided with a capacity in excess of that required to service the proposed development, but in that case, the cost of the services constructed and installed by the Developer or any part thereof, until:

- (c) the works have been certified by a Professional Engineer as complete and constructed in substantial compliance with the required standards for servicing;
- (d) the Developer has deposited with Enoch one set of paper prints and one set of digital copies of the drawings showing the works as actually constructed, certified as correct by a Professional Engineer;
- (e) the Developer has completed the service connection record cards supplied by Enoch, to show the locations of the sanitary, storm and water service connections;
- (f) Enoch has inspected the said works and notified the registered holder in writing of not detecting any construction deficiencies and that the works are in accordance with the plans, specifications and standards as herein contained;
- (g) the layout of the proposed subdivision has been approved by the Approving Officer;
- (h) the Developer has entered into an agreement with Enoch, in which the Developer covenants and agrees to:
  - (i) maintain all of the said works and services in complete repair for a period of no less than one (1) year and no more than two (2) years;
  - (ii) remedy any defects appearing within five (5) years from the date of acceptance of the work by Enoch, and pay to Enoch for any damage to other work or property resulting therefrom, save and except for defects caused by reasonable wear and tear, negligence of Enoch, its servants or agents;
  - (iii) deposit with Enoch for a period of one (1) year from the acceptance of the said works and services, a sum equal to ten (10%) percent of the cost of the completion of the said works or \$2,000, whichever is greater, as calculated by the Approving Officer, and should the registered holder fail to maintain the said works, remedying any defects or paying any damages from the said deposit;



- (iv) pay to Enoch all inspection fees, administration fees, engineering fees and legal costs incurred by Enoch, in accepting and taking over such works and services, and the cost of connecting all utilities required to service the development, in accordance with the amounts established by Council, from time to time.
- 8.28. Excess capacity will be paid for by Enoch or by the registered holders of land outside the proposed development. The cost of providing the excess capacity may be recovered from the registered holders of the parcel of land outside the proposed development at the time subsequent development occurs.
- 8.29. Where the Developer is to provide services in, on or to land in accordance with sections 8.6 to 8.27 hereof, the Developer must, except to the extent the same is caused by the gross negligence of Enoch or its servants or agents, save harmless and effectually indemnify Enoch against ; and
- (a) all actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the construction and installation of all services herein described;
  - (b) all expenses and costs which may be incurred by reason of the execution of the said work resulting in damage to any property owned in whole or in part by Enoch or which Enoch by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
  - (c) all expenses and costs which may be incurred by reason or liens for non-payment of labor or materials, workers' compensation assessments, unemployment insurance, federal or provincial tax, and for encroachments owing to mistakes in survey.

## **PART VI – DEVELOPMENT AGREEMENTS**

### **9. DEVELOPMENT AGREEMENTS**

- 9.1. All works and services to be constructed and installed to serve any proposed development of any parcel lands must be constructed and installed to the standards established by Council from time to time, at the expense of the Developer prior to the approval of such development, unless:
- (a) the Developer deposits with Enoch, cash, letter of credit or a bond in a form and for an amount satisfactory to the Approving Officer having regard to the cost of installing paying for all works and services required pursuant to this *Bylaw*;



- (b) the Developer enters into an agreement with Enoch to construct and install the works and services by a specified date or forfeit the amount secured by Enoch; and
  - (c) the Developer pays to Enoch, all inspection fees, administration fees, engineering fees, and legal costs incurred by Enoch in accordance with the amounts established by Council from time to time.
- 9.2. Where the Developer constructs and installs the works and services necessary to serve the proposed development without entering into the agreement with Enoch referred to in section 9.1 hereof, the Developer must not connect such works and services to any of Enoch's works, services or utilities, and Enoch must not accept the works.

## **PART VII – PAYMENT OF TAXES AND CHARGES**

### **10. PAYMENT OF TAXES AND CHARGES**

- 10.1. The Developer must pay all Enoch taxes, rates and charges applicable, assessed and levied against the parcel of land to be developed, and where such taxes, rates and charges for the current year have not been assessed, levied and imposed on the parcel at the date on which the approval of the development is signed by the Approving Officer, pay the amount estimated by the Tax Administrator to be the total of Enoch taxes, rates and charges to be assessed, levied and imposed on the parcels for the current year.
- 10.2. Where approval of a development is granted by the Approving Officer at any time between the 30<sup>th</sup> day of September and the 31<sup>st</sup> day of December in any year, the Developer must pay all taxes, rates and charges assessed and levied against the parcel to be subdivided and which are outstanding and owing at the date of such application, together with a deposit in the amount estimated by the Tax Administrator to be the total of Enoch taxes, rates and charges to be assessed, levied and imposed on the parcel for the next succeeding year; which deposit must be held by Enoch and applied towards payment of the taxes, rates and charges to be assessed, imposed and levied on the parcel in the next succeeding year, in the event that the subdivision is not registered prior to the preparation, completion and authentication of the assessment roll for that year.
- 10.3. Where any deposit made pursuant to section 10.2 is held by Enoch and the subdivision is registered, and the new parcels created thereby are placed on the assessment roll for the next succeeding year, the said deposit must be refunded to the applicant by the Tax Administrator forthwith upon receipt of notification by the Tax Administrator that the subdivision is registered and the new parcels created thereby have been placed or will be placed on the assessment roll for the next succeeding year.



- 10.4. Every payment made pursuant to the provisions of section 10.1 hereof and every deposit made pursuant to the provisions of section 10.2 hereof will be deemed to be monies to be applied at a future date in payment of taxes levied by Enoch and every such payment and deposit must be accepted by the Tax Administrator.
- 10.5. Every Developer, for any purpose other than the creation of three (3) or less lots to provide sites for a total of three (3) or less self-contained dwelling units, must pay to Enoch the offsite levies charges for the sole purpose of providing funds to assist Enoch in paying the offsite levies and levies of providing, altering, or expanding sewerage, water, drainage and highway facilities and public open space or any of them, in order to serve, directly or indirectly the development in respect of which the charges are imposed.

## **11. FEES AND FORMS**

- 11.1. Council may, by resolution passed at a duly convened meeting, establish, correct, revise or update the terms of any applicable fee schedules, forms, protocols or other related documentation which complement and support this *Bylaw*, and will post notice of same in a public areas of the Enoch administration building and make a copy of same available for viewing free of charge at the administrative offices of Enoch and available for distribution at a nominal charge.
- 11.2. Notwithstanding the provisions of section 11.1, any change made to any fees or charges payable under this *Bylaw* will come into effect on the date which is six months after the date of the Council resolution approving such amendment.

## **12. NOTICES & CHARGES AGAINST REGISTERED HOLDERS**

- 12.1. Where Enoch is required to give notice or to impose a charge against the registered holder and two or more persons are shown as registered holders in respect of a parcel of land, then a notice given to or a charge imposed against one registered holder is not invalidated by the failure to give notice to or impose a charge against any other registered holder.

## **13. OFFENCES**

- 13.1. No person must obstruct, interfere with or hinder Council, the Manager or any authorized employee, officer or agent in the carrying out of their duties and responsibilities under this *Bylaw*.
- 13.2. Any person who violates any of the provisions of this *Bylaw* or who suffers or permits any act or thing to be done in contravention or in violation of any of the provisions of this *Bylaw*, or who neglects to do or refrains from doing any act or thing required by any of the provisions of this *Bylaw*, is guilty of an offence under this *Bylaw*, and it liable to the penalties imposed by this *Bylaw*.





- 13.3. Each day a violation of this *Bylaw* continues will be deemed to be a separate offence for which a fine or imprisonment may be imposed.
- 13.4. Any person who is guilty of an offence under this *Bylaw* is liable, on summary conviction to a fine of not more than One Thousand (\$1,000.00) Dollars or to a term of imprisonment not exceeding thirty (30) days, or both.
- 13.5. Any person who violates any of the provisions of this *Bylaw* or who suffers or permits any act or thing to be done in contravention or in violation of any of the provisions of this *Bylaw*, or who neglects to do or refrains from doing any act or thing required by any of the provisions of this *Bylaw*, is subject to injunctive or mandamus relief in a court of competent jurisdiction in addition to any penalties imposed by this *Bylaw*.

#### 14. IMMUNITY

- 14.1. No action for damages lies or may be instituted against present or past Council, Manager, or members, employees, servants or agents of either Enoch or Council:
- (a) for anything said or done or omitted to be said or done by that person in the performance or intended performance of the person's duty or the exercise of the person's authority; or
  - (b) for any alleged neglect or default in the performance or intended performance of the person's duty or the exercise of the person's authority.
- 14.2. Section 14.1 does not provide a defense if:
- (a) Council, Manager, members, employees, servants or agents have, in relation to the conduct that is the subject matter of the action, been guilty of dishonesty, gross negligence or malicious or willful misconduct; or
  - (b) the cause of action is libel or slander.
- 14.3. Enoch, present or past Council, or members, employees, servants or agents of any of Enoch or Council is not liable for any damages or other loss, including economic loss, sustained by any person, or to the property of any person, as a result of neglect or failure, for any reason, to discover or detect any contravention of this *Bylaw* or any other Enoch bylaw, or from the neglect or failure, for any reason or in any manner, to enforce this *Bylaw* or any other Enoch bylaw.
- 14.4. All actions against Enoch for the unlawful doing of anything that
- (a) is purported to have been done by Enoch under the powers conferred by this *Bylaw* or any Enoch bylaw; and



- (b) might have been lawfully done by Enoch if acting in the manner established by law,

must be commenced within six (6) months after the cause of action first arose, or within a further period designated by Council in a particular case, but not afterwards.

- 14.5. Enoch is in no case liable for damages unless notice in writing, setting out the time, place and manner in which the damage has been sustained, is delivered to Enoch within two (2) months from the date on which the damage was sustained. In case of the death of a person injured, the failure to give notice required by this section is not a bar to the maintenance of the action. Failure to give the notice or its insufficiency is not a bar to the maintenance of an action if the court before whom it is tried, or, in case of appeal, the Court of Appeal, believes

- (a) there was a reasonable excuse; and
- (b) Enoch has not been prejudiced in its defense by the failure or insufficiency.

## 15. APPLICATION OF BYLAW

- 15.1. Where any federal Act or regulation or provincial Act or regulation or any other Enoch bylaw may apply to any matter covered by this *Bylaw*, compliance with this *Bylaw* will not relieve the person from also complying with the provisions of the other applicable Act, regulation or law.
- 15.2. If any section of this *Bylaw* if for any reason held invalid by a decision of a court of competent jurisdiction, the invalid section or subsection will be severed from and not affect the remaining provisions of this *Bylaw*.
- 15.3. The headings given to the sections and paragraphs in this *Bylaw* are for convenience of reference only. They do not form part of this *Bylaw* and will not be used in the interpretation of this *Bylaw*.
- 15.4. Unless otherwise noted, any specific statute named in this *Bylaw* is a reference to a statute of Alberta and the regulations thereto, as amended, revised, consolidated or replaced from time to time, and any bylaw referred to here is a reference to a bylaw of Enoch, as amended, revised, consolidated or replaced from time to time.
- 15.5. Historical amendments to this Bylaw:



Date of Amendment:	Section to be Amended:	Amendment:

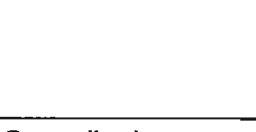


**THIS BY-LAW IS HEREBY** enacted at a duly convened meeting of the Council of the Enoch Cree Nation this 11<sup>th</sup> day of June, 2018.


Signed by the following members of Council:


  
\_\_\_\_\_  
Chief William Morin

  
\_\_\_\_\_  
( Councilor )  
Kelly Morin


  
\_\_\_\_\_  
( Councilor )  
Shane Morin


  
\_\_\_\_\_  
( Councilor )  
Lyle Morin


  
\_\_\_\_\_  
( Councilor )  
Lorna Morin

  
\_\_\_\_\_  
( Councilor )  
Nola Wanuch

\_\_\_\_\_  
( Councilor )  
Michelle Wilsdon

  
\_\_\_\_\_  
( Councilor )  
John Thomas

  
\_\_\_\_\_  
( Councilor )  
Shane Peacock

  
\_\_\_\_\_  
( Councilor )  
Amanda Morin

being the majority of those members of the Council of the Enoch Cree Nation present at the meeting of the Council.