# VILLAGE OF STIRLING IN THE PROVINCE OF ALBERTA Bylaw No. 527-22 Stirling Campground Bylaw

# FOR THE PURPOSE OF REGULATING THE USE OF THE VILLAGE OF STIRLING CAMPGROUND.

**WHEREAS**, the Council of the Village of Stirling deems it necessary to regulate the use of the Village of Stirling to ensure a safe and viable campground for visitors to the Village of Stirling.

**AND WHEREAS,** the Municipal Government Act RSA 2000, Chapter M-26 permits Council to pass bylaws for the safety, health and welfare of people and the protection of people and property;

**AND WHEREAS,** the Municipal Government Act RSA 2000, Chapter M-26 permits Council to pass bylaws respecting matters relating to people, activities and things in, on or near a public place or place that is open to the public;

NOW THEREFORE, the Council of the Village of Stirling, duly assembled, enacts as follows:

# A. Definitions:

- 1. "Camper" means a person(s) who are paying to stay at a designated spot within the campground.
- 2. "Campground" means the area designated as a Municipal Campground.
- 3. "Campground Manager" means the person contracted, or employed, to provide managerial services and oversight to the campground, as defined by the terms of the contract, or employment.
- 4. "Campground Rules" means any rules posted for campers to follow in order to stay at the campground.
- 5. "Chief Administrative Officer (CAO)" means the CAO for the Village of Stirling or their designate.
- 6. "Director of Operations" means the Director of Operations for the Village of Stirling or their designate.
- 7. "Firepit" means a firepit as defined in the Village of Stirling Fire Bylaw as revised from time to time.
- 8. "Peace Officer" means a member of the Police Service of Jurisdiction, or a Peace Officer as defined by the Alberta Peace Officer Act, as amended from time to time.
- 9. "Rates" means the rates assigned for camping as established by the Village of Stirling Fees, Rates and Charges Bylaw in-force at the time.
- 10. "Recreational Vehicle" means any vehicle; trailer; motorhome; which is meant to be used for the purposes of a mobile dwelling.
- 11. "Stay" means the duration of time a camper is permitted to remain within the campground.

- 12. "Tent" means a fabric manufactured product held up by poles or other means, for the intended purpose of acting as a temporary dwelling.
- 13. "Work Crew" means a group of campers who enter into a contractual agreement for rates and stay with the Village Administration; and who are camping because of having project work of limited duration within the area.

# B. Campground Operations

- 1. All campground sites are rented on a first come first served basis.
  - a. The Village does not take reservations for campsites.
- 2. No camper may stay beyond fourteen (14) consecutive days unless they are subject to a contract with Administration as a Work Crew.
  - a. After fourteen consecutive days a camper may not return for seven (7) consecutive days.
  - b. If a camper returns after seven (7) consecutive days, they may stay for another fourteen (14) days.
- 3. Campers will be required to adhere to all the rules of the campground, which are subject to change from time to time.
  - a. Campground rules will be posted at the entrance of the campground. The Director of Operations and Campground Manager shall ensure compliance with the rules and are responsible for the reporting of rule violators.
  - b. Any camper who violates the rules is subject to eviction from the campground and will not be re-imbursed for any fees lost as a result of such eviction.
  - c. Eviction from the Campground may be done by the CAO, Director of Operations, Campground Manager, or a Peace Officer at the request of a Village authority or based on the totality of a substantiated complaint.
- 4. No person is permitted to use a firepit at a campsite unless it is one which produces flame through use of propane into a contained system.
- 5. Campers may use the firepit provided at the campground so long as they are only burning clean dry wood.
  - a. All provisions of the Fire Bylaw apply to campers who make use of the campground firepit.
- 6. Campground fees are to be paid on the first day of camping.
  - a. Failure to pay campground fees will result in immediate eviction from the campground.
- 7. Only one recreational vehicle is permitted per campground site.
- 8. Tents are permitted in the campground and are subject to the fee applied in the Village of Stirling Fees, Rates and Charges Bylaw as amended from time to time.
  - a. Tents must be placed within a site already occupied by a recreation vehicle; or in the green space as permitted by the Campground Manager.

- 9. The Campground opening date is subject to environmental conditions year to year and will be posted on the Village Website when sites are available to be camped in.
  - a. The opening of the campground does not guarantee water will be available and sites will have a pro-rated rate, as established in the Fees, Rates and Charges Bylaw, until such time as weather permits the turning on of water for sites.
- 10. The Campground closing date is September 30 annually, weather dependent and may be extended at the discretion of the Director of Operations.
- 11. The Reunion Centre has five spots dedicated for its use when rented under a Reunion Centre rental agreement.
  - a. In the event a Reunion Centre rental is made a camper may be required to relocate to a new campsite.
- 12. Power and potable water at sites is only to be used by a camper with a recreational vehicle and only for the purposes of being used with the recreational vehicle.
- 13. Campers are responsible for ensuring all waste is deposited in receptacles and no litter is left in a campsite or within the campground.
- 14. Campers are not to disturb other campers or interfere with the peaceful repose of others within the area of the campground.
  - a. All Federal Statutes, Provincial Statutes and Village of Stirling Bylaws apply to anyone who camps in the Campground.
- 15. No camper shall cause damage or litter in the washroom facilities provided on site, nor any of the buildings or structures within the campground.
- 16. Dogs are permitted in the campground and all provisions of the Dog Control Bylaw as amended from time to time apply with the exception of licensing.
- 17. Any camper evicted for failing to pay fees, for violation of the campground rules, or for violation of any part of this Bylaw may be denied future entry.

# C. Not Permitted Entry

- 1. No motorized recreational vehicle shall be permitted to be towed into the campground.
- 2. All recreational vehicles must have valid registration and be able to produce proof of insurance if requested to do so by a Peace Officer.
- 3. Tents comprised of tarps shall not be permitted, or other materials which are not consistent with a tent as defined.

#### D. Work Crew

- 1. A work crew may enter into a long-term camping contract with Administration.
- 2. The contract template forms Schedule A of this Bylaw.

- 3. The per day rate charged shall be that of what is established in the Fees, Rates and Charges Bylaw as amended by Council from time to time.
- 4. All provisions of this Bylaw apply to a work crew contract.

# E. Offences and Violations

- 1. Anyone who contravenes any portion of this bylaw has committed and offence and is subject to a specified penalty of not less than two-hundred-fifty dollars (\$250.00).
- 2. A Peace Officer may issue a violation ticket in relation to any contravention of this Bylaw.

# F. Coming into Force and Severability

- 1. Should a section of this bylaw be found invalid, that section shall severed, and the remaining sections of the bylaw shall be in force.
- 2. This Bylaw comes into force upon third and final reading.

READ A FIRST TIME THIS THE 1st DAY OF JUNE, 2022.

READ A SECOND TIME THIS THE 15th DAY OF JUNE, 2022.

READ A THIRD TIME THIS THE 15th DAY OF JUNE, 2022.

Mayor—Trevor Lewington

Chief Administrative Officer—Scott Donselaar



# Schedule A

Camper Information		
Name:	Phone:	
P.O. Box/Street:	City:	
Province:	Postal Code:	
Vehicle/Trailer Details:		
Vehicle Make/Model:	Plate:	
Trailer Make/Model:	Plate:	

#### **Terms**

The terms of this agreement are made between the Camper named and the Village of Stirling and shall be binding during the term of the long term rental agreement.

- 1. The term of this agreement shall commence on Month Day, 202 and shall end on Month Day, 202 unless the agreement is terminated by either party earlier than the end date based on the terms of this agreement.
- 2. The Camper agrees to pay a fee of \$25.00 per day for the use of the campground. The Fee shall be paid a month in advance with the fee for June being added to the July payment. The Fee schedule shall be as is noted below:

# a. Insert Dates and Payments

- 3. The Camper may terminate this agreement with 72 hours notice to the Village Office located at 237 4<sup>th</sup> Avenue, or by calling the office at 403-756-3379, or via email office@stirling.ca. Should the Camper terminate the agreement with the required 72 hours notice the Village will refund the balance owing to the camper via cheque mailed to the Camper's address on this agreement.
- 4. If the Village of Stirling terminates the agreement because of a violation of anything referred to in point 5 of the Terms the Village will not provide any refund of funds for the remainder of any days left already paid for.
- 5. The Camper agrees to adhere to all rules for the Campground and not violate any Village of Stirling Bylaws, Provincial Statutes, or Federal Acts.
- 6. The Village reserves the right to terminate this agreement and have the Camper removed for any violation under point 5 of the Terms. If the Village chooses to terminate this agreement for a violation of anything in Term 5 the Camper will be given 24 hours notice from the Campground attendant to remove their trailer and all items from the Campground.
- 7. The Camper agrees they will utilize the spot for temporary residence only and no equipment related to their industry will be parked or stored on any of the streets within the Village, or on the land of the Campground.
- 8. This agreement will provide for one site which has water and power with the site assigned by the Village of Stirling.
- 9. This agreement does not include use of the Reunion centre facility.
- 10. Should the Camper require an extension to the agreement as the project extends beyond the end of September, the Camper shall request this by contacting the Village Office 72 hours prior to the end of the contract. The extension may be granted by the Chief Administrative Officer for the number of days required and shall not extend beyond the closure date of the Campground. Payment will be based upon a \$25.00 per day rate and paid on the date the extension is granted.



Camper:	Village:	
•	Scott Donselaar – CAO	
Witness:		
Witness:(Print Name)		