



TOWN OF SMOKY LAKE  
IN THE PROVINCE OF ALBERTA  
BYLAW NO. 021-2020

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A BYLAW OF THE MUNICIPALITY OF THE TOWN OF SMOKY LAKE IN THE PROVINCE OF ALBERTA, TO establish and regulate the provision of Fixed Wireless Internet Services and to impose terms and conditions for the supply of the Wireless Internet Service for the Town of Smoky Lake.

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**WHEREAS** the Council of the Town of Smoky Lake considers it desirable to provide access to the community for fixed wireless internet infrastructure and service owned by the Town and to regulate the supply of the service;

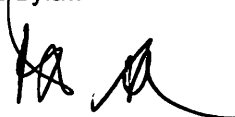
**NOW THEREFORE** by virtue of the power conferred upon it under the Municipal Government Act, R.S.A. 2000, c. M-26, the Council of the Town of Smoky Lake, duly assembled, enacts as follows:

**1. INTERPRETATION:**

**1.1** In this Bylaw, the following terms shall have the following meanings, unless the context specifically requires otherwise:

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|----------------|--|
| “Applicant”    | means the person or legal entity that has applied to the Town for service;   |
| “Bill”         | means the invoice produced by the Town for the supply of the service to the Customer;  |
| “Building”     | means any structure used or intended to be used for supporting or sheltering any use or occupancy;   |
| “Billing Date” | means the date a Customer’s Bill was prepared by the Town and is as indicated on the Bill;   |
| “Council”      | means the duly elected Council for the Town;   |
| “Customer”     | means any business, non-profit organization, building owner or service provider whose application for the supply of the Service has been approved by the Town; |
| “Facilities”   | means equipment or apparatus that has been designed, manufactured, built, constructed or installed in connection with the Service;                             |

<b>“Illegal Activity”</b>	means a violation of federal and/or provincial law, including any Town bylaws, whether or not the violation is an offence under the Criminal Code;
<b>“Installation Fee”</b>	is a one-time fee charged by the Town to the Customer for connection to the Network;
<b>“Location”</b>	means any Multi-Unit or any Single Detached Building;
<b>“Master Rates Bylaw”</b>	means the Town’s Master Rates Bylaw that sets the “Fees and Charges” for Town services;
<b>“Multi-Unit”</b>	means any detached building divided into two (2) or more units each of which is occupied or intended to be occupied as the business or home of one (1) business or household and may include shared entrances, exits and other essential facilities and services and/or units separated by common party walls each with its own separate entrance and exit with private space at grade level;
<b>“Network”</b>	means the Wireless internet infrastructure owned and operated by the Town such as radio and router;
<b>“Owner”</b>	means a person who has ownership or control of real property or personal property including, but not limited to: <ul style="list-style-type: none"> <li>a) the registered owner of an estate in fee simple;</li> <li>b) the tenant for life under a registered life estate;</li> <li>c) the registered holder of the last registered agreement for sale;</li> <li>d) in relation to common property and common facilities in a strata plan, the strata corporation; and</li> <li>e) includes an authorized agent.</li> </ul>
<b>“Service”</b>	means the provision of the Network and/or access by the Customer to the Network subject to the terms and conditions of this Bylaw; and
<b>“Service Fee”</b>	means the fee for Service charged by the Town from time to time;
<b>“Single Detached”</b>	means any detached or semi-detaching Building consisting of one (1) unit which is occupied or intended to be occupied as the



business or home of one (1) household or business.

**“Town”** means the Municipality of the Town of Smoky Lake.

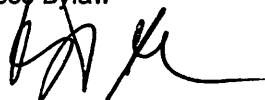
**“Town Office”** means location described as 56 Wheatland Avenue in Smoky Lake.

**“Wireless internet”** means wireless internet access provided through radio links between two fixed points;

- 1.2 Any reference in this Bylaw to an appendix, schedule, statute, regulation, bylaw or other legislative or regulatory instrument shall be deemed to mean a reference to that legislative or regulatory instrument in force at the effective date of this bylaw, and as amended, superseded or replaced from time to time.

## 2. DELEGATION OF AUTHORITY

- 2.1 Council hereby delegates to the Town Manager all those powers stipulated by this Bylaw to be exercised by the Municipality and all necessary authority to exercise those powers, excluding therein, the power to set Service Fees or enact bylaws, or do anything else reserved exclusively for Council pursuant to the provisions of the Municipal Government Act. The Town Manager may delegate any powers, duties or functions under this Bylaw.
- 2.2 Without limiting the generality of the foregoing, The Town Manager may deal with the following subject matters:
- (a) standards, guidelines, and specifications for the design, construction and maintenance of the Network;
  - (b) procedures or requirements that a Customer must comply with before the Network is installed or activated, or as a condition of ongoing provision of services;
  - (c) Customer accounts, including without limitation provisions or requirements concerning opening an account and making payments on accounts;
  - (d) procedures or requirements concerning investigating customer complaints and concerns;
  - (e) procedures or requirements for upgrading or changing the Network whether at the instigation of the Municipality or at the request of a customer.



### 3. PROVISION OF SERVICE

#### 3.1 General Conditions:

- a). The Town will provide the Service for the Customer's use in accordance with the Terms and Conditions and the approved Application. The Service will be restricted to the location as identified in the approved application.
- b). Applications for Service must be submitted a minimum of thirty (30) days before the Service is required.
- c). Activation of the connection will occur after approval of the application.
- d). Activation or disconnection shall be completed by the Town's employees or their authorized agent.

3.2 A person or legal entity who desires the Service must complete an application form provided by the Town and submit it along with applicable fees.

3.3 The Town may refuse to provide the Service to any Applicant where access to the Service is unavailable, or where the Applicant has been charged or convicted of Illegal activity which, in the Town's sole determination, renders the Applicant ineligible to receive the Service, or where the intended use of the Service by the Applicant is not otherwise appropriate.

3.4 The Customer acknowledges that all right, title and interest in the Network remains with the Town and the Customer's sole right with respect thereto is to the use of the Wireless internet for the duration and upon the terms and conditions set out and the approved application.

3.5 The Customer may use the Service within its normal wireless usage operations, provided that such normal wireless usage operations do not include the sale, exchange, lease or other transfer rights in the Service.

3.6 In a Multi-Unit Building, the Customer may share the Service with other units to the maximum bandwidth as established in the Master Rates Bylaw. The Service Fee shall be set by the Town and identified in the approved application.

3.7 The Service Fee shall be set by the Town and identified in the approved application.

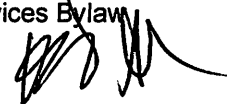
3.8 Where the Customer controls access to premises into which the Wireless internet is to be installed, the Customer will do or cause to be done, at its expense and to the satisfaction of the Town, all acts reasonably necessary for the Town to obtain such registrations, permits or approvals as required by the Town to access the Customer's premises and building fixtures, to install, maintain, repair and relocate the Wireless internet and appurtenances as required.



- 3.9 The Customer may not sublease or share any right in the Network or make the Network available to third parties as Wireless internet.
- 3.10 The Customer shall grant the Town's employees or agents full access to its network Facilities at all reasonable times for inspection and audit purposes.

#### **4. BILLING AND PAYMENT**

- 4.1 The Town will provide the Customer with a Bill setting forth the Service Fee incurred for the use of the Services. If the Town makes the Customer's Bill available over the internet, it is the Customer's responsibility to create an online account management profile, to subscribe to electronic Bill notification, and to check the online account every month for the Customer's Bills. If the Customer's Bill is lost or the Customer does not receive a Bill, the Customer is still responsible for making the required payment to the Town.
- 4.2 The Services are provided to the Customer subject to the payment of all applicable Service Fees and any additional charges identified to the Customer at the time the Customer applied for the Services or otherwise in accordance with the terms of this bylaw, including Installation Fees, together with all applicable taxes and government charges.
- 4.3 All payments are due the 28<sup>th</sup> day of the month in which the Customer is billed. If the 28<sup>th</sup> day is on a weekend, the Customer has until the next business day to pay. If the Service Fee and any additional charges remains unpaid after the 28<sup>th</sup> day of the month, a 3.5 % penalty will be applied against the outstanding amount per month.
- 4.4 After two months (60 days) in arrears, the Customer will receive a "Notice of Arrears" letter stating that the Service Fee and any additional charges must be paid by the date specified in the letter; and Service may be disconnected or the outstanding balance may be transferred to the tax roll of the property if payment is not made.
- 4.5 If the Bill remains unpaid after the specified time in the "Notice of Arrears" letter, a 48-hour "Notice of Disconnection" will be delivered to the Customer's property. If the payment has not been received within the 48-hour notice period, or the Customer fails to contact the Town Office to make a payment arrangement within the 48-hour notice period, the Service may be disconnected. The Service will not be reconnected until all arrears remaining on the account are paid in full, plus the applicable disconnection/reconnection fees.
- 4.6 Termination or disconnection of Services does not remove the Customer's responsibility to pay all charges incurred up to the date of termination.
- 4.7 The Customer will pay to the Town the Installation Fee as set out in the Master Rates Bylaw. The Customer understands that Installation Fees are non-refundable if the wireless connection is operable and that Installation Fees are not refundable later than 14 days after installation. Installation Fees are only refundable if the connection is not working within 14 days after installation.



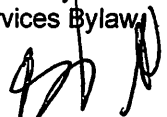
- 4.8 The Customer will pay to the Town, or the Service Provider acting on their behalf, the Service Fees as established from time to time in the Town's Master Rates Bylaw.
- 4.9 If the balance due remains unpaid by December 31, the outstanding balance is a debt owing to the Town, and among other remedies, may be collected in the same manner as for property taxes in arrears.

## 5. TERMINATION OF SERVICE

- 5.1 The Town may terminate the Service to any Customer immediately and without notice if:
- (a) The Customer is in default of payment of two successive Bills;
  - (b) The Customer is in breach of any of the terms and conditions applicable to the Service in this Bylaw or the approved application;
  - (c) The Customer has been charged or convicted of any Illegal Activity;
  - (d) The Customer has tampered with or misused the Service or the Town's Facilities in any way; or
  - (e) The Customer is or has been using the Service for a purpose which, in the sole determination of the Town, is not appropriate.
- 5.2 Upon termination of the Service, the Customer will pay any outstanding balance as shown on the Customer's final Bill, together with any costs incurred by the Town for disconnection of the service to the Customer.
- 5.3 Upon termination of the Service, the Customer will promptly remove all items, equipment and other materials belonging to the Town and return all items to the Town Office, and in no circumstances later than thirty (30) days following termination. If the Customer does not comply within thirty (30) days, the Town will remove all items, equipment and other materials belonging to the Town, at the Customer's expense.
- 5.4 Termination of Service by the Customer: If for any reason the Customer no longer requires the Service, the Customer shall notify the Town at least one month prior to the date the Service is no longer required. Until the required notice of termination is received by the Town, the Customer shall continue to be responsible for the costs of the Service.

## 6. LIABILITY LIMITATION

- 6.1 The Town is not liable to any Customer, or third party, for any direct, indirect, special, consequential or incidental damages or loss of revenue or profit arising out of or in connection with the use or inability to use the Service, any interruption in the Town's supply of the Service, or inability of the Town to supply the Service, including any loss or



anticipated loss from the Customer or third party's unauthorized use or tampering of or with the Service or the Town's Facilities utilized for the Service.

- 6.2 The Customer is solely responsible for determining whether the Service is suitable for use for the Customer's purposes, and the Town in providing the Service makes no warranty as to suitability for the Customer's purposes.

## **7. OFFENCES AND PENALTIES**

- 7.1 No person shall prevent or obstruct, or attempt to prevent or obstruct, the entry of an authorized Town employee in the performance of his or her duties under this Bylaw, including entry to inspect for compliance with the terms and conditions of this Bylaw.
- 7.2 Any person or entity who violates a provision of this Bylaw or fails or neglects to do something required under his Bylaw, is liable on conviction to a penalty not exceeding ten thousand (\$10,000) dollars and costs of prosecution. The penalties imposed under this sub-section are in addition to and not a substitute for any other remedy the Town may have with respect to a violation of this Bylaw.
- 7.3 Each day a violation of the provisions of this Bylaw occurs or is permitted to exist shall constitute a separate offence.

## **8. SEVERABILITY**

- 8.1 If any portion of this Bylaw is held invalid by a court of competent jurisdiction, then the invalid portion will be deemed to be severed and the remainder of this Bylaw will be deemed to be valid.

## **9. ERRORS OR OMISSIONS**

- 9.1 The Town will correct any errors or omissions on utility accounts up to a maximum of three previous months. Exceptions to this section may be appealed to Council.
- 9.2 Costs related to any services resulting from repairs not caused from municipal operations shall be invoiced as per the Master Rates Bylaw by Council resolution as amended from time to time.

## **11. CITATION**

- 11.1 This Bylaw shall come into effect after third and final reading.



READ A FIRST TIME THIS \_\_\_\_ DAY OF \_\_\_\_, 2020.

  
\_\_\_\_\_  
Hank Holowaychuk  
Mayor

  
\_\_\_\_\_  
Adam Kozakiewicz  
Chief Administrative Officer

READ A SECOND TIME THIS \_\_\_\_ DAY OF \_\_\_\_, 2020.

  
\_\_\_\_\_  
Hank Holowaychuk  
Mayor

  
\_\_\_\_\_  
Adam Kozakiewicz  
Chief Administrative Officer

READ A THIRD AND FINAL TIME THIS \_\_\_\_ DAY OF \_\_\_\_, 2020.

  
\_\_\_\_\_  
Hank Holowaychuk  
Mayor

  
\_\_\_\_\_  
Adam Kozakiewicz  
Chief Administrative Officer

