

Taza Development Building Regulations Law, 2019 L.TDB.1908

Under the guidance of Almighty God, Our Creator, and as a sovereign Nation; We, the peoples of Tsuut'ina Nation, in preservation and continuation of the Tsuut'ina Nation's unique culture, identity, traditions, language and institutions, and with respect to the special relationship to the land and resources, in continued relationship with all First Nations and Canada; Do ordain and establish this law in accordance with our inherent right to governance.

Nato ninist'iya dinachowi diyi nananitini k'asona diyi datl'ishi nanisaatluni niiha nihina?o-ha tlaat'a Tsuut'ina wusa dinaloku nihininisha, nihiusno, misila yino?i, nihigunaha misila nihininana?o-hi. Nisk'a uwa mits'ihi tlaat'a dina-tii uwa Canada isla najuna adadanazini diyi datlishi dik'asilo niiha nihina?o-ha gwasaala.

A Document to Ratify the L.TDB.1908 Within the Tsuut'ina First Nation

Enacted on August 27, 2019 in Tsuut'ina Nation
Coming Into Force: August 27, 2019



Preamble

WHEREAS the Tsuut'ina Nation Chief and Council desire to make a law governing Taza Development Building Regulations on the Tsuut'ina Nation Reserve;

AND WHEREAS the Government of Canada recognizes the inherent right of self-government as an existing aboriginal right under section 35 of the Constitution Act, 1982;

AND WHEREAS it is recognized that the inherent right of governance includes the right to govern in relation to matters that are internal to the community, and integral to the unique culture, identity, traditions, languages and institutions of the Tsuut'ina Nation;

AND WHEREAS it is considered to be necessary for the benefit, security and preservation of the Tsuut'ina Nation and culture;

AND WHEREAS the Tsuut'ina Nation Chief and Council have the authority to enact this Law pursuant to *the Legislative Process Act*;

NOW THEREFORE: the Tsuut'ina Nation Citizens hereby enact this Law through the Tsuut'ina Nation Legislative Process and give authority to Tsuut'ina Nation Chief and Council to ratify this Law.

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Interpretation and Administration

Name

1. This Law may be cited as the *Taza Development Building Regulations Law, 2019*.

Purpose

2. The purpose of this Law is to provide the means to guide the construction of Buildings and Structures within the Lands in a safe, economical manner.
3. This Law is generally consistent with the provisions of the following instruments that accept designations by Tsuut'ina Nation Citizens of portions of the Tsuut'ina Indian Reserve No. 145 for economic development purposes, as endorsed by the Tsuut'ina Nation Chief and Council:
 - (a) Order-in-Council dated January 8, 1993, and
 - (b) Ministerial Order dated May 20, 2015;as have been amended from time to time.

Applicability

4. This Law applies:
 - (a) to the design and construction of a Building when the Building, or part thereof, is constructed on a parcel of land or as a factory-built unit or component;
 - (b) to the work involved in the demolition when the whole or any part of a Building is demolished or removed;
 - (c) to all parts of the Building when the whole or any part of a Building is moved, either within or onto the Lands;
 - (d) to any alteration and to any part of a Building affected by alterations to an extent which, in the opinion of the Development Authority, reduces the levels of public health and safety below the level existing prior to the alteration;
 - (e) to all such replacements and alterations when materials and equipment regulated are replaced or altered in a Building;
 - (f) to any part remaining when a Building is demolished to an extent of more than 75% of its value above its foundations as determined by the Development Authority;
 - (g) to site grading and/or asphalt or other permanent surfacing, which will affect the drainage characteristics of the parcel, and
 - (h) to certain lands within the Tsuut'ina Indian Reserve No. 145, which are legally described as follows:
 - (1) Lot 37, CLSR Plan 103721
 - (2) Lot 38, CLSR Plan 103678
 - (3) Lot 39, CLSR Plan 103718

- (4) Lot 40, CLSR Plan 103718
- (5) Lot 41, CLSR Plan 103718
- (6) Lot 65, CLSR Plan 107404
- (7) Lot 66, CLSR Plan 107404

Application of Law

- 5. Where any Federal Act or Regulation or Provincial Act or Regulation or any other Law passed by the Tsuut'ina Nation Chief and Council may apply to any matter covered by this Law, compliance with this Law will not relieve the person or entity from also complying with the provisions of the other applicable Act, Regulation or Law.

Prohibitions

- 6. No Person shall fail to comply with any order or notice issued by the Development Authority.
- 7. No Person shall work on or authorize Work to proceed on a project for which a Building Permit is required unless a valid Building Permit has been issued by the Development Authority.
- 8. No Person shall deviate from the approved plans and specifications forming part of the Building Permit or omit or fail to complete Work required by the said plans and specifications without first having obtained approval in writing from the Development Authority to do so.
- 9. No person shall occupy or allow the occupancy of any Building, or part thereof, unless the Lease Holder has obtained an Occupancy Certificate from the Development Authority in the form contemplated by this Law.
- 10. No Person having authority in the construction, reconstruction, demolition, alteration, removal, relocation, or occupancy of a Building shall cause, allow or maintain any unsafe condition.
- 11. No person shall excavate or undertake work on, over or under the Lands or erect or place any construction or work or store any materials thereon, without approval having first been obtained from the Development Authority.
- 12. No Person shall submit false or misleading information to the Development Authority.
- 13. No Person shall interfere with or obstruct the entry of the Development Authority acting in the administration or enforcement of this Law.
- 14. No Person shall excavate or fill any Building site in the absence of a valid or subsisting Building Permit.
- 15. No Person shall continue construction beyond the foundation stage until:
 - (a) in the opinion of the Development Authority an acceptable level of fire protection has been provided; and
 - (b) a survey sketch prepared by a registered Canada Land Surveyor has been received and approved by the Development Authority.

Definitions

16. In this Law, the following terms have the following meanings:

- (a) **"Agent"** means a Person, firm, or corporation representing the Lease Holder, by designation or contract, and includes a hired tradesperson or contractor who may be granted a Permit for Work within the limitations of his or her licence.
- (b) **"Applicant"** means a Person, or a representative, who makes an Application for a Building Permit.
- (c) **"Architect"** means a Person who is registered and licensed in good standing to practice as an Architect under the *Architects Act (Alberta)*.
- (d) **"Approved"** means approved in writing.
- (e) **"Building"** means any Structure used or intended for supporting or sheltering any use or Occupancy.
- (f) **"Building Code"** means the *National Building Code of Canada, 2015* at the time of construction, unless a Provincial or Tsuut'ina Nation Code or Law or part thereof provides a more stringent standard, in which case, that Code or Law or part thereof shall apply.
- (g) **"Building Permit"** means an acceptance or approval made under the *Tsuut'ina Nation Building Law*, authorizing the Construction of a Building or Structure.
- (h) **"Civic Services"** means a service area of Tsuut'ina Nation under the authority of the Public Works Portfolio which operates with the Development Authority.
- (i) **"Construction"** means any erection, repair, alteration, enlargement, addition, demolition, removal or excavation.
- (j) **"Coordinating Registered Professional"** means the Registered Professional that shall coordinate the design Work and field review of the other Registered Professionals required for a project.
- (k) **"Demolition Permit"** means the form of permit established by the Tsuut'ina Nation Council, from time to time, and when signed by the Development Authority it will be the authority for a person to demolish a Building.
- (l) **"Development Appeal Board"** means the board established under Section 228 of the *Taza Development Approval Process Law, 2019*.
- (m) **"Development Authority"** means the board established under Section 113 of the *Taza Development Approval Process Law, 2019*.
- (n) **"Engineer"** means a Person registered and licensed in good standing to practice as a professional engineer under the Association of Professional Engineers and Geoscientists of Alberta (APEGA).

- (o) **“Inspection Notice”** means the form of notice established by the Tsuut’ina Nation, from time to time, and when signed by the Development Authority will serve as notice that its representative intends to inspect the works indicated thereon.
- (p) **“Inspection Report”** means the form of report established by Civic Services, from time to time, and when signed by the Development Authority serves as the record of approval or disapproval of any Work and includes any recommendations by the Development Authority regarding any Work.
- (q) **“Lands”** means the Tsuut’ina Nation lands, including surface water and air space, which are legally described as follows:
 - (1) Lot 37, CLSR Plan 103721
 - (2) Lot 38, CLSR Plan 103678
 - (3) Lot 39, CLSR Plan 103718
 - (4) Lot 40, CLSR Plan 103718
 - (5) Lot 41, CLSR Plan 103718
 - (6) Lot 65, CLSR Plan 107404
 - (7) Lot 66, CLSR Plan 107404
- (r) **“Law”** means this *Taza Development Building Regulations Law, 2019*.
- (s) **“Lease”** means a lease, sub-lease or lesser interest in respect of any of the Lands
- (t) **“Lease Holder”** means, in the case of the Lands at Taza Park, Taza Exchange and Taza Crossing, Tsuut’ina Land Development Limited Partnership, by its General Partner, Tsuut’ina Land Development GP Inc. and in the case of Lands at Buffalo Run Taza Exchange, Tsuut’ina Business Park Co. Ltd.
- (u) **“Manager Civic Services”** means the person holding that position, or the successor to that position for the Tsuut’ina Nation from time to time.
- (v) **“Nation Official”** includes the members of the Tsuut’ina Nation Chief and Council, the Development Authority, and other officials, officers and employees of the Tsuut’ina Nation.
- (w) **“Occupancy”** means the use or intended use of a Building or part of a Building for the shelter or support of people, animals or property.
- (x) **“Occupancy Certificate”** means an acceptance or approval made under this Law, authorizing the Occupancy of a Building or Structure or part of a Building or Structure.
- (y) **“Officer”** has the same meaning as a Peace Officer within the Tsuut’ina Nation Offences Procedures Bylaw, 1998, as may be amended from time to time.
- (z) **“Partnership”** means the Tsuut’ina Nation-Canderel Land Development Limited Partnership or its General Partner, Tsuut’ina Nation-Canderel Land Development GP Inc. (or their successors and assigns).

- (aa) **“Person”** means an individual, corporation, body corporate, Partnership, joint venture, association, society or unincorporated organization or any trustee, executor, administrator or other legal representative.
- (bb) **“Quality Management Plan”** means a document setting forth how the Tsuut’ina Nation provide services relating to Building regulation disciplines and extent of safety services that will be provided for the Taza Development.
- (cc) **“Rates and Fees Law, 2019”** means the *Taza Development Rates and Fees Law, 2019*.
- (dd) **“Registered Professional”** means:
 - i. a person who is licensed to practice as an architect under the *Architects Act* (Alberta), or
 - ii. a person who is licensed to practice as a professional engineer under the *Engineering and Geoscience Professionals Act* (Alberta).
- (ee) **“Retaining Wall”** means a wall constructed of concrete, steel, wood, stone, masonry, brick, concrete block, or combination thereof, designed so as to support, confine, contain, retain, or keep in place earth material.
- (ff) **“Scale of Fees”** means the schedule of fees established by the Tsuut’ina Nation Chief and Council, from time to time, which sets the fees applicable to any Work.
- (gg) **“Street”** means any public road, including the boulevards, sidewalks, and improvements, but excludes a lane, private roadway, bridge, or walkway.
- (hh) **“Stop Order”** means the form of notice, when signed by the Manager, Civic Services that orders the stoppage of Work on the Work stated thereon.
- (ii) **“Structure”** means any construction fixed to, supported by, or sunk into land or water including a manufactured home or mobile home, but shall not include concrete, asphalt, brick, or tile surfaced areas.
- (jj) **“Taza Development Guidelines”** means the Taza Development Guidelines, 2018, as may be amended from time to time.
- (kk) **“Temporary Building”** means a Building that does not have its exterior walls supported on continuous concrete or masonry foundations or walls but shall not include manufactured housing or mobile homes.
- (ll) **“Tsuut’ina Nation”** means the sovereign Nation previously referred to as the “Sarcee” Nation.
- (mm) **“Tsuut’ina Nation Chief and Council”** means the duly elected Chief and Councilors of the Tsuut’ina Nation.
- (nn) **“Tsuut’ina Nation Offences Procedure Bylaw”** means the *Tsuut’ina Nation Offences Procedures Bylaw, 1998*, as may be amended from time to time.
- (oo) **“Use”** means the purpose for which any Lot, Building or Structure is designed, arranged or intended or for which it is occupied or maintained.

(pp) **“Work”** means any construction, erection, repair, alteration, enlargement, addition, demolition, removal, or excavation.

Interpretation

Headlines and References

17. The headings used in and the organization of this Law are solely for convenience of reference and do not in any way affect, limit, amplify or modify any of the terms or conditions and must not be used in any way in the interpretation of this Law. Any reference in this Law to a part, article, section, appendix or other subdivision means a part, article, section, appendix or other subdivision of this Law unless otherwise expressly provided.

Non-limiting

18. The word 'including', when following any statement, must be construed broadly, to refer to all other things that could reasonably fall within the scope of such statement, whether or not non-limiting language (such as 'without limitation' or 'without limiting the generality of the foregoing') is used with reference to it.

Number and Gender

19. In this Law, the singular includes the plural and the plural the singular, as the context permits or requires, and gender specific terms include both genders and corporations.

Reference to Law

20. Any reference to any law including any development approval requirements includes and is a reference to the same as amended, superseded or replaced from time to time.

Reference to Title

21. Where the title of a position within the Tsuut'ina Nation's administration is used in this Law, the title refers to the Person holding that position.

Reference to Government Body

22. Any reference in this Law to a government body, representative or department includes and is a reference to its successors from time to time.

Provisions Severable

23. If any section or portion of this Law is declared or held to be invalid for any reason, the invalidity must not affect the validity of the remainder of that section or this Law, and the terms and provisions of this Law are to continue to be in force and in effect and to be construed as if it had been enacted without the invalid portion.

Must

24. The word 'must' is to be construed as an imperative obligation.

Shall

25. The word 'shall' is to be construed as a mandatory obligation.

May

26. The word 'may' is to be construed as permissive and empowering.

Lease Holder's Duties and Responsibilities

Lease Holder's (or their Agent) Duties and Responsibilities

27. A Lease Holder shall allow the Development Authority to enter any Building or premises at any reasonable time for the purpose of administering and enforcing this Law or any other applicable Law enacted or adopted by the Tsuut'ina Nation Chief and Council.
28. A Lease Holder shall obtain all permits and approvals required in connection with proposed Work, prior to commencing such Work.
29. A Lease Holder shall ensure that plans and specifications on which a Permit is based are continuously available at the Work site during working hours.
30. A Lease Holder shall notify the Development Authority of the date of commencement of Work on a building site.
31. Where work has commenced on a building site, a Lease Holder, upon discovery of archeological artifacts or remains shall cease construction immediately and notify the Tsuut'ina Nation, so proper exhumation may be conducted in accordance with the Tsuut'ina Nation's Protocol and Process involved in the Tsuut'ina Nation Burial Site Protocol.
32. Every Lease Holder shall give 48 hours' notice to the Development Authority:
 - (a) of intent to do Work that has been ordered inspected during construction;
 - (b) of intent to cover Work that has been ordered to be inspected prior to covering;
 - (c) when Work has been completed so that a final inspection can be made; and
 - (d) at certain stages of construction, as detailed within the Quality Management Plan, listed as Schedule "A" of this Law.
33. Every Lease Holder shall give notice to the Development Authority of an intent to occupy or allow occupancy of a Building or portion of a Building.
34. Every Lease Holder shall make or have made at its expense tests or inspections necessary to prove compliance with this Law and shall file copies of test results and inspection reports with the Development Authority.
35. Every Lease Holder when required by the Development Authority shall uncover and replace at its own expense any work that has been covered contrary to an order issued by the Development Authority.
36. Every Lease Holder shall ensure that all work will be confined within the boundaries of the parcel of land on which the work is, or is to be located.
37. Every Lease Holder is responsible for the cost to repair any damage to adjacent lands or works that may occur as a result of undertaking work for which a Permit was required under this Law.
38. Every Lease Holder shall obtain an Occupancy Certificate from the Development Authority prior to any occupancy of a Building or part thereof after construction, partial demolition, or alteration of that Building.

39. Every Lease Holder when required by the Development Authority, shall provide, in a form satisfactory to the Development Authority, evidence to certify compliance with the requirements of this Law and of any permits required.
40. Every Lease Holder, when a Building or part thereof is in an unsafe condition, shall forthwith take all action necessary to put the Building in a safe condition.
41. Every Lease Holder is responsible, when making application for a Building Permit, for the verification of the existence and location of any utility services required for the subject Permit.

Coordinating Registered Professionals

42. A Registered Professional acting in the role of Coordinating Registered Professional shall coordinate the design work and field review of the other Registered Professionals required for a project in order to ensure the design will comply with the *Building Code* and that construction will substantially comply with the *Building Code*.
43. A Coordinating Registered Professional shall, at all material times, maintain a policy of professional liability insurance required by that profession and provide confirmation of such to the Development Authority as requested.
44. The Development Authority shall notify the Lease Holder that an existing Coordinating Registered Professional be replaced where the existing Coordinating Registered Professional:
 - (a) is found guilty of related unprofessional conduct with respect to the *Architects' Act of Alberta* or the *Engineering and Geoscience Professions Act of Alberta*, as applicable;
 - (b) fails, when required by the Development Authority, to demonstrate a satisfactory familiarity with the current provisions of the *Building Code*;
 - (c) ceases to be a Registered Professional;
 - (d) knowingly submits to the Development Authority a document which is in any material way inaccurate or misleading;
 - (e) fails to disclose to the Development Authority substantial deviation, changes or violations of the requirements of design, construction, or inspection in respect of Building or Structure for which he/she is the Registered Professional; or
 - (f) fails to perform any duties or obligations required by this Law.
45. A Coordinating Registered Professional shall:
 - (a) along with the Lease Holder, sign and seal (or cause to have other Registered Professionals sign and seal) all relevant *Building Code* schedules and letters of assurance for design and field review;
 - (b) forthwith advise the Development Authority if he/she has ceased to be retained, or of the date upon which he/she will cease to be retained by the Lease Holder;
 - (c) provide to the Development Authority, prior to Occupancy of the project, a letter of "Assurance of Certified Professional Field Review and Compliance" (Schedule C of the *Building Code*); and

- (d) provide to the Development Authority, prior to Occupancy of the project, a set of record drawings sealed by each Lease professional involved along with a written letter of Assurance of the Certified Professional that no significant changes in the project's design or construction occurred other than those that had been approved by the Development Authority.

46. Nothing contained herein, nor will the acceptance by the Development Authority of any Letter of Assurance, nor the issuance of a Building Permit or Occupancy Certificate relieve the Lease Holder or Registered Professional from compliance with the *Building Code* and any and all Laws passed by the Tsuut'ina Nation Chief and Council.

47. Where the Development Authority accepts any Certification of Compliance or any Letter of Assurance of a Coordinating Registered Professional neither the Tsuut'ina Nation nor the Development Authority, nor any other Tsuut'ina Nation employee shall be liable for any loss, damage or expense caused or contributed to because a Building in respect of which a Certificate is issued is unsafe or does not comply with the *Building Code*, a Law passed by the Tsuut'ina Nation Chief and Council.

Development Authority

Quality Management Plan

48. The Tsuut'ina Nation shall maintain a Quality Management Plan as part of reviewing and enforcing Building regulations for the Lands, appended to this Law as Schedule "A"
49. The Quality Management Plan shall consist of technical discipline service standards for the following safety code disciplines:
 - (a) building;
 - (b) electrical;
 - (c) natural gas; and
 - (d) plumbing.
50. The Quality Management Plan shall detail:
 - (a) roles and responsibilities of the Tsuut'ina Nation for the review of applications for Building projects;
 - (b) the reviewing and inspection agency (agencies) that shall review Permit Applications on behalf of the Tsuut'ina Nation;
 - (c) minimum expectations for compliance monitoring by Registered Professionals; and
 - (d) the minimum number of inspections required and at what stage of the construction process they are to occur.

Development Authority's Responsibilities

51. The Development Authority may contract some or all of review and inspection responsibilities and services to other companies or agencies on behalf of the Tsuut'ina Nation.
52. The Development Authority is responsible for the administration and enforcement of this Law.
53. The Development Authority shall keep copies of all Permits and Orders issued, inspections and tests made, and of all papers and documents connected with the administration of this Law for a period of not less than ten (10) years from the date of issuance of the Permit, Order or Inspection.
54. The Development Authority shall:
 - (a) issue such notices or orders as may be required to inform the Lease Holder where a contravention of this Law has been observed;
 - (b) issue an order to the Lease Holder to correct any unsafe condition observed in any Building.
55. The Development Authority, when issuing a Stop Order under this Law shall post such Stop Order in a conspicuous location on the construction site, in the presence of the Permit Holder or the Permit Holder's agent.

56. The Development Authority, when requested to do so, shall within a reasonable time, provide reasons for refusal to grant a Permit.
57. The Development Authority shall answer such questions as may be reasonably relative to the administration of this Law, but, except for standard design aids, is not authorized to assist in the laying out of any work or to act in the capacity of a design consultant.
58. The Development Authority shall issue the applicable Permit when, to the best of his or her knowledge, the conditions set forth in this Law or any other applicable Law enacted by the Tsuut'ina Nation Chief and Council or any other applicable construction related Act or Regulation have been met and are relevant to that specific permit.
59. The Development Authority shall issue an Occupancy Certificate when, after inspection, it appears to him or her that the Building or part thereof so inspected complies in all respects with the provisions of this Law and any other applicable Law enacted by the Tsuut'ina Nation Chief and Council, or any other applicable construction related Act or Regulation.
60. The Development Authority shall carry proper credentials and produce them for inspection upon request.

Powers of the Development Authority

61. The Development Authority may enter any Building or premises at any reasonable time for the purpose of administering or enforcing this or any other applicable Law enacted by the Tsuut'ina Nation Chief and Council.
62. The Development Authority is empowered to order:
 - (a) a person who contravenes this Law to comply with this Law in a specified time period;
 - (b) work to stop on a Building or part thereof, if work is proceeding in a contravention of the Law or if an unsafe condition is deemed to exist;
 - (c) the removal of any unauthorized encroachment on adjacent lands;
 - (d) the removal of any Building or part thereof constructed in contravention of this Law;
 - (e) the termination of any occupancy, in the contravention of this Law or other applicable Law enacted by the Tsuut'ina Nation Chief and Council; and
 - (f) the termination of any occupancy if any unsafe condition is deemed to exist because of work undertaken or not completed.
63. The Development Authority may direct that sufficient evidence or proof be submitted at the expense of the Lease Holder to determine whether a material, device, construction method, assembly, construction or foundation condition meets the requirements of this Law.
64. The Development Authority may require any Lease Holder to submit an up to date plan of survey by a registered Canada Land Surveyor, which plan shall contain sufficient information regarding the site, the location of the Building and the Building to:
 - (a) establish prior to construction that requirements of this Law and any other applicable Law enacted by the Tsuut'ina Nation Chief and Council will be complied with; and

- (b) verify at the earliest practicable time after work is in place that all such requirements have been complied with.

65. The Development Authority may require any plans and/or specifications submitted to bear the seal and signature of a member of the Architectural Institute of Alberta or the Association of Professional Engineers of Alberta before it is accepted, if in the opinion of the Development Authority:

- (a) the site condition, soil types, contours or drainage requires special foundation design; or
- (b) the proposed Building or Structure is not standard construction; or
- (c) the proposed Building or Structure is valued at \$25,000 or more; or
- (d) the proposed Building or Structure is of a category requiring professional design.

66. The Development Authority may further require that all phases of the construction are reviewed, inspected and certified on completion by the Architect or Engineer over their respective, official seals and signatures.

67. The Development Authority may issue, solely at the risk of the Lease Holder, a Building Permit for the construction of a phase of a Building or complex prior to all required plans and specifications for the whole Building or complex having been submitted or approved, provided:

- (a) plans and specifications for the phase in question have been submitted in sufficient detail to satisfy the Development Authority that the work to be done will comply with all requirements of the *Building Code* and of this Law or any other applicable Law enacted by the Tsuut'ina Nation Chief and Council, or any other applicable construction related Act or Regulation; and
- (b) adequate information and detailed statements have been filed to the extent that the Development Authority is satisfied the remainder of the Building or complex will comply with all other applicable Laws enacted by the Tsuut'ina Nation Chief and Council, or any other applicable construction related Act or Regulation.

68. The requirements of this Law apply to the remainder of the Building or complex, as if the Building Permit had been issued for the entire Structure.

69. The Development Authority may refuse to issue a Permit:

- (a) if in his or her opinion, information submitted is inadequate to ensure compliance with this or any other applicable Law, Act or Regulation;
- (b) if incorrect information is submitted;
- (c) that would be prohibited by any other Law, Act or Regulation;
- (d) if site work has been carried out previous to issuance of a Permit, including but not limited to, excavation or fill;
- (e) if a water meter has not been installed on new construction as required by applicable Law or Regulation enacted by the Tsuut'ina Nation Chief and Council.

70. The Development Authority may revoke a Permit:
 - (a) if there is a contravention of any condition under which the Permit was issued;
 - (b) that was issued in error;
 - (c) that was issued on the basis of incorrect information;
 - (d) for violation of any provision of the *Building Code*.

The revocation shall be in writing and transmitted to the Permit Holder by registered mail.
71. The Development Authority, upon receipt of a request for inspection detailed in Section 32 shall provide the inspection within a time period not less than 48 hours and not exceeding five (5) business days.
72. The Development Authority may, for the purpose of determining permit fees, place a value on the work to be carried out, where no cost estimate is available, or the Development Authority is not satisfied with the value submitted with the Permit Application.
73. The Development Authority may, when of the opinion that any Building, construction, excavation or part thereof is in an unsafe condition as a result of being open or unguarded, or because of danger of fire or risk of accident, and when due notice to correct such condition has not been complied with, make safe such condition at the expense of the Lease Holder and if the Lease Holder does not pay the cost on or before December 31st in the year that the compliance was effected, the cost for so doing may be added to the current year's property taxes or rent, as the case may be.
74. The Development Authority may, when immediate measures shall be taken to correct an imminent danger of fire or risk of accident, take appropriate action, without notice and at the expense of the Lease Holder and the cost for so doing may be added to the current year's property taxes or rent, as the case may be.
75. The Development Authority may, before issuing an Occupancy Certificate, require the Lease Holder to provide certification that the requirements of this Law and other applicable Laws have been complied with.
76. The Development Authority, in order to prevent unnecessary delay, may, prior to issuing a Building Permit, grant permission, subject to such conditions as deemed prudent, for a Lease holder to excavate or fill on a proposed Building Site.
77. The Development Authority, prior to issuing a Building Permit, or during the course of construction, is empowered to impose such conditions as deemed reasonable to protect adjacent lands.

Building Permit Applications

General Application

78. A Building Permit is required whenever work regulated by this Law is to be undertaken.
79. An Occupancy Certificate is required to allow the occupancy of a Building or part thereof.

Building Permit Applications

80. To obtain a Building Permit, the Lease Holder shall submit a completed Application.
81. Every Application shall be accompanied by the applicable fee as detailed in the *Rates and Fees Law, 2019*.
82. Every Application shall:
 - (a) identify and describe in detail the Work and occupancy to be covered by the Permit; and
 - (b) describe the parcel of land on which the work is to be done, by a description that will readily locate and identify the Building lot; and
 - (c) include plans and specifications, and show the occupancy of all parts of the Building; and
 - (d) indicate the proposed siting of all Buildings on the parcel, including front and rear yard set-backs, and side yard set-backs, which shall be approved on a site by site basis; and
 - (e) state the valuation of the proposed Work; and
 - (f) state the names, addresses and telephone number of the Lease Holder, Architect, Engineer or other designer and constructor.
83. Sufficient information shall be filed with each Application to enable the Development Authority to determine whether the proposed Work:
 - (a) may affect adjacent lands; and
 - (b) will conform with this Law or any other applicable Tsuut'ina Nation Law.
84. Plans shall be drawn to scale and shall be clear and durable, suitable for archiving purposes, and shall indicate the nature and extent of the Work or proposed occupancy in sufficient detail that when completed, the Work and proposed occupancy will conform to this Law and other applicable Tsuut'ina Nation Laws or any other applicable construction related Act or Regulation(s).
85. Site plans shall be referenced to the current Lease Holder's legal survey for the subject parcel and shall show:
 - (a) by dimensions from property lines, the location of the proposed Building, or Buildings; and
 - (b) means of access and egress to service the property; and

- (c) the similarly dimensioned location of any other existing Building or Buildings on the site; and
- (d) existing and finished ground levels to an established datum; and
- (e) all easements and rights of way whether Lease or not.

86. The Development Authority may allow the essential information to be shown on the plans in lieu of written specifications but in no case will such terms as "in accordance with the Law", "legal", similar terms be used as substitutes for specific information.

87. When Work requiring a Building Permit is commenced or undertaken prior to the issuance of such Building Permit, the permit fee shall be doubled, provided, however, that the amount of such increase shall not exceed maximum amounts specified in the *Rates and Fees Law, 2019*.

88. Building Permit Fees are non-refundable in accordance with the *Rates and Fees Law, 2019*.

89. No Occupancy Certificate shall be issued until utility services for the subject property are completed to the approval of the Development Authority and all appropriate connection fees or other construction costs have been paid.

90. No Building Permit shall be issued for the erection of an accessory Building or Structure on any lot, unless the principal Building to which the accessory Building or Structure as an incidental use, has been erected, or will be erected simultaneously with said accessory Building or Structure.

91. Construction shall be commenced within one hundred eighty (180) days of the issuance of a Building Permit, and shall be completed to final inspection stage within eighteen (18) months or the Building Permit will be deemed invalid. The Development Authority may grant a renewal permit for a further eighteen (18) months period if satisfied that construction is progressing in accordance with the approved plans at a reasonable rate of progress. A permit renewal fee shall be levied in accordance with the approved fee schedule.

92. Every Building, Structure or tenant space shall be the subject of a separate Building Permit and shall be assessed a separate Building Permit fee in accordance with approved *Rates and Fees Law, 2019*.

Appeals

93. A decision of the Development Authority, subject to Section 62, may be appealed to the Development Appeal Board.

94. An appeal against a decision of the Development Authority may be submitted to the Manager, Civic Services by any person who:

- (a) has applied under the provisions of this Law for a Permit which has not been granted;
- (b) has had a Permit revoked; or
- (c) feels adversely affected by a decision of the Development Authority.

95. The appellant shall file with the Manager, Civic Services a statement in writing in such detail as will enable the Manager, Civic Services to properly consider the appeal, setting out:

- (a) the address of the Building affected by the appeal;
- (b) the Sections of this Law affected by the appeal, and
- (c) the grounds for appeal.

96. The Development Appeal Board may either concur with, reverse or modify the decision of the Development Authority and shall render its decision within ten (10) days of receipt of the written appeal.

97. The decision of the Development Appeal Board shall be considered final and not subject to further appeal.

General Regulations

Metric Measurement

98. All regulation measurements shall be made in metric.

Currency

99. All fees described in this Law are to be paid in Canadian currency.

Demolition

100. The demolition or relocation of any Building requires a Demolition Permit.

101. Every person making application for a Demolition Permit to demolish a Building shall, as part of the Application, provide the Development Authority with satisfactory evidence that:

- (a) no unsafe condition will be created or permitted;
- (b) all utility services to the Building have been disconnected and all such disconnections have been approved by the appropriate authority in writing.

102. Before issuing a Demolition Permit to demolish any Building, the Development Authority may demand that security be provided in a form satisfactory to Council to ensure that the site of the demolition will be left in a safe, neat condition, free from debris or dust, and compatible with adjacent lands. The amount of the security shall be equal to the estimated cost of site restoration, in the event that the site is not properly restored to a standard satisfactory to the Development Authority for the purpose of restoring the site.

103. Prior to issuing a Demolition Permit to demolish any Building, the Development Authority may impose such conditions as seem to him or her reasonable to protect the public.

Maintenance of Construction Sites

104. Every construction site shall be secured by fencing and maintained in a safe and work like manner free of loose or blowing debris. The construction site shall be subject to a continuous and effective program of dust control during the various phases of construction.

Protection of Taza Works and Adjacent Lands

105. Where work is being done subject to a Building Permit under the provisions of this Law, adjacent lands shall be protected and the Tsuut'ina Nation Chief and Council or any of its Companies or Citizens shall be saved harmless from any damage or cost arising out of or incidental to the work.

General Workmanship

106. All work shall conform to the rules and customs of good trade practice and shall be performed by people familiar with the work, well equipped and adequately supervised and shall comply with standards contained in or made pursuant to the *Building Code* and the applicable Laws and Regulations.

Retaining Walls

107. All retaining walls in excess of 1.0 metres in height shall be designed and constructed in accordance with industry standard engineering practice.

Site Identification

108. For the purpose of identification, and as a condition of Occupancy, every parcel of land containing a Building subject to an active Permit under this Law shall display the street address of the site by means of clear and legible numbers.

Temporary Structures

109. The word "temporary", as used in this Subsection, shall mean a period not exceeding twelve (12) months. A person desiring to erect a temporary Structure shall make application for a Building Permit therefore, in writing, to the Development Authority. The Application shall be accompanied by:

- (a) plans showing the location of the Building on the site and construction details of the Building; and
- (b) a statement of the intended use and duration of the use; and
- (c) a bond, certified cheque or irrevocable letter of credit issued by a Canadian chartered bank, sufficient, in the opinion of the Development Authority, but in any event not less than \$2,000.00 in value, to guarantee that the Building will be removed from the site within the time limit indicated.

110. The placement of a temporary Structure as part of an event may be subject to the issuance of further permits and approvals by the Development Authority at its discretion.

Canopies and Marquees

111. Any canopy or marquee shall:

- (a) be designed by a Registered Professional;
- (b) be supported entirely from the Structure to which it is attached;
- (c) be designed and constructed in accordance with applicable *Building Code*;
- (d) consist of non-combustible or protected combustible material;
- (e) not project over a lane or a roadway where a sidewalk or curb does not exist;
- (f) be not less than 2.5 metres above the sidewalk;
- (g) be not less than 1.0 metre from the curb line of the sidewalk; and
- (h) not interfere with standpipes, fire escapes, traffic lights, traffic signs, traffic, utilities or Taza public realm installations.

112. All canopies and marquees containing sign copy shall otherwise comply with the provisions of the Taza Development Guidelines.

Limitation of Liability

113. The purpose of inspections under this Law is to satisfy the Development Authority that the requirements of this Law have been complied with, and no inspection report or decision will be construed as any assertion or warranty by the Tsuut'ina Nation, or any person acting for, on behalf of or under the authority of the Tsuut'ina Nation, to any person other than the Tsuut'ina Nation, as to any other matter whatsoever, including:
 - (a) the compliance of the works inspected with the *Building Code* or any other Code or standard;
 - (b) the safety of the works inspected;
 - (c) the quality of the design, workmanship or materials of the works inspected; or
 - (d) the sufficiency of the works inspected for any use.
114. Section 113 applies with the necessary changes to the issuance of an Occupancy Certificate.

Compliance and Enforcement

General Offences

115. Any person who contravenes any provision of this Law by doing any act or thing which the person is prohibited from doing or by failing to do any act or thing the person is required to do is guilty of an offence.
116. No person shall obstruct, interfere with or hinder the Development Authority, or any authorized Tsuut'ina Nation employee, officer or agent in the carrying out of their duties and responsibilities under this Law.
117. Any person who violates any of the provisions of this Law or who suffers or permits any act or thing to be done in contravention or in violation of any of the provisions of this Law, or who neglects to do or refrains from doing any act or thing required by any of the provisions of this Law, is guilty of an offence under this Law, and is liable to the penalties imposed by this Law.
118. Each day a violation of this Law continues will be deemed to be a separate offence for which a fine or imprisonment may be imposed.
119. Any person who is convicted of an offence pursuant to this Law is liable on summary conviction to a fine not exceeding ten-thousand dollars (\$10,000) per day of the offence and in default of payment of any fine imposed, to a period of imprisonment not exceeding six months.

Stop Orders

120. The Development Authority shall enforce this Law in accordance with the *Taza Development Approval Process Law, 2019*.
121. The recipient of a Stop Order shall have recourse to appeal in accordance with the *Taza Development Approval Process Law, 2019*.

Allocation of Risk and Releases

Allocation of Risk

No Liability.

122. Neither the Tsuut'ina Nation nor any Tsuut'ina Nation Official shall have any liability whatsoever for any Damage to any Person for or in respect of any of the following:

- (a) the exercise of or failure to exercise any power, duty, authority or discretion under or in connection with this Law, including any inspection or any confirmation of compliance or conformity with any of the above;
- (b) any advice, representations, comforts or assurance given in respect of the Lands or any development on the Lands, any condition or state of the Lands, including environmental conditions, taxes and charges, authorizations, zoning, development and rights or licensing; or
- (c) the neglect or failure, for any reason, of the Tsuut'ina Nation's administration to discover any breach or default under, or to enforce any of its rights, under this Law.

No Personal Liability

123. Neither the Tsuut'ina Nation nor any Tsuut'ina Nation Official is liable for any Damage sustained by any Person as a result of any neglect or failure to discover or detect any contravention of any Tsuut'ina Nation Development Approval Requirements or from the neglect or failure, for any reason or in any manner, to enforce any Tsuut'ina Nation Development Approval Requirements or for any Damage from a failure to take any enforcement action available to the Tsuut'ina Nation.

124. A Tsuut'ina Nation Official or a former Tsuut'ina Nation Official is in no case liable for any Damage and no Action for any Damage lies or may be instituted against a Tsuut'ina Nation Official or former Tsuut'ina Nation Official for or in respect of any of the following:

- (a) anything said or done or anything not said or done by a Tsuut'ina Nation Official or a former Tsuut'ina Nation Official in the performance, intended performance of or failure to perform any of that person's duties;
- (b) the exercise of or failure to exercise that person's power, duty, authority or discretion, including the issuance of or failure to issue any authorization; and
- (c) any default or neglect or alleged default or neglect in the performance, intended performance of or failure to perform any of that person's powers, duties, authority or discretion.

No Defense in Certain Circumstances

125. Section 123 and 124 do not provide a defense if:

- (a) the Tsuut'ina Nation Official or former Tsuut'ina Nation Official has, 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 action or damage relates to libel or slander.

Nuisance Actions

126. The Tsuut'ina Nation, a Tsuut'ina Nation Official or former Tsuut'ina Nation Official is not liable in any Action for any Damage based on nuisance or the rule in *Rylands v. Fletcher* or in any claim or action for injurious affection, where the damage giving rise to the action arises directly or indirectly out of any failure, breakdown, malfunction, insufficiency or inadequacy of any of the Services and Facilities, for any reason whatsoever.

Lease Holder Obligation to Comply

127. Without limiting any other provision of this Law, neither anything contained in this Law, nor the acceptance by the Tsuut'ina Nation of any materials and information, nor the issuance of a Development Permit shall:

- (a) relieve the Lease Holder, the Applicant and/ or its consultants from their obligations of compliance with the Tsuut'ina Nation Development Approval Requirements; or
- (b) be construed as an assumption of responsibility in any way by the Tsuut'ina Nation or any Tsuut'ina Nation Official for any of these or any construction or other work carried out in accordance with this Law or the Tsuut'ina Nation Development Approval Requirements.

No Reliance on the Tsuut'ina Nation/Applicant Responsible

128. Without limiting anything contained in this Law:

- (a) all authorizations made under this Law are for the sole benefit of the Tsuut'ina Nation and shall in no way relieve or excuse the Lease Holder from designing, constructing, operating and maintaining the Development and all Buildings, Structures and Services and Facilities in strict compliance with the terms and conditions of this Law and the other Tsuut'ina Nation Development Approval Requirements;
- (b) the Applicant shall rely exclusively on itself and its own consultants and advisors in respect of any Development of land, construction and other work carried out by or on behalf of the Lease Holder, including the construction of any Services and Facilities; and
- (c) neither the Tsuut'ina Nation nor any Tsuut'ina Nation Official warrant or represent by any authorization, that the Development or any Buildings, Structures or Services and Facilities comply with any Tsuut'ina Nation Development Approval Requirements, or are without fault or defect or fit for their intended purpose.

No Limitation on Other Exemptions

129. Nothing contained in this section shall in any way limit or modify any exemption from or limitation on any liability which is available to the Tsuut'ina Nation or any Tsuut'ina Nation Official under any Law or any agreement.

Amendments to this Law

Amendments

130. Amendments to this Law shall be made through the *Tsuut'ina Nation Legislative Process Act*, as may be amended from time to time.

Schedule 'A' – Quality Management Plan

Technical Discipline Service Delivery Standards

Construction of any improvements or alterations on the lands must comply with Laws as those terms are defined in the Head Lease and with the *National Building Code* at the time of construction, unless a Provincial of Tsuut'ina Nation Code or Law or part thereof provides a more stringent standard, in which case, that Code or Law of part thereof shall apply.

Building Permits

The Tsuut'ina Nation will, **prior** to permit issuance:

- obtain construction documents including plans and specifications as outlined in the *Building Code*,
- obtain any letters or schedules required to be provided by the *Building Code*,
- conduct a preliminary review of the construction documents to determine if professional involvement is required or if there are any potentially significant code compliance issues,
- review applicable information on land conditions e.g. Sub strata, soil conditions, water table,
- obtain documents with the seal and signature of a registered architect and/or professional engineer(s), when required by the *Building Code*,

Construction Document Review

The Tsuut'ina Nation will, not more than 15 days after permit issuance:

- a complete application must be submitted before an application is reviewed and processed.
- complete a review of the construction documents in accordance with the requirements of the *Building Code*,
- prepare a Plans Review Report,
- provide the Plans Review Report to the permit applicant and/or the contractor, and the Tsuut'ina Nation's file and if requested, to the owner, project consultant, architect, or consulting engineers, and
- provide one set of the examined construction documents to the permit applicant for retention and review at the project site, and retain one set on the Tsuut'ina Nation's file.

The Tsuut'ina Nation will, prior to construction, alteration or demolition operations, obtain in writing, a fire safety plan for the project site.

Compliance Monitoring on Projects requiring Professional Involvement

The Tsuut'ina Nation will:

- collect and maintain on file, required schedules, and/or a letter(s) of compliance from the professional architect or engineer when a part(s) of the Building requires a professional architect or engineer, and
- collect and maintain on file all schedules and letters of compliance required in accordance with the *Building Code* when the registered professional architect and/or engineer involvement is required for the work covered under a permit.

Building Site-Inspections

A Building SCO will conduct site inspections at the stages indicated in the following tables:

Site Inspection Stages, Part 3 or Part 9 Buildings

Type Of Project	Major Occupancy	Minimum # of Inspections	Inspection Stages
Alteration, addition, renovation, reconstruction, change in occupancy, minor work (with a value of not more than \$50,000)	All	1	<ul style="list-style-type: none"> ○ at any stage OR ○ within 1 year of permit issuance
New Construction OR Alteration, addition, renovation, reconstruction, change of occupancy (value of work more than \$50,000 and less than \$200,000)	All	2	<ul style="list-style-type: none"> ○ interim inspection at approximately the mid-term of the work AND ○ final within 2 years of permit issuance
New Construction OR Alteration, addition, renovation, reconstruction, change of occupancy (value of work more than \$200,000)	All	3	<ul style="list-style-type: none"> ○ *foundation OR ○ *framing, structure OR ○ *HVAC rough-in OR ○ *fire suppression systems OR ○ *fire alarm system OR ○ *HVAC completion OR ○ Interior Partitioning OR ○ Medical Gas rough in AND ○ *final within 2 years of permit issuance <p>* NOTE: Any of these site inspections may be combined when it's reasonable to do so, and if site conditions permit.</p>
Demolition	All	1	<ul style="list-style-type: none"> ○ at any stage within 1 year of permit issuance

Electrical Permits

Electrical Permits will be issued by Superior Safety Codes.

Construction Document Review

A SCO and/or a permit issuer may, as a condition of the permit, require the permit applicant to submit construction documents (including plans and specifications) describing the work for any proposed electrical installation.

Electrical Site-Inspections

An Electrical SCO will conduct site inspections at the stages indicated in the following table:

Site Inspections for Electrical Installations

Type of Project	Minimum # of Inspections	Inspection Stages
Public Institutions, Commercial, Industrial, Multi-Family Residential (with value of work over \$10,000)	2	<ul style="list-style-type: none"><input type="radio"/> rough-in inspection (prior to cover-up) AND<input type="radio"/> final inspection at substantial completion of work described on the permit within 2 years of permit issuance
Public Institutions, Commercial, Industrial, Multi-Family Residential (with value of work \$10,000 or less)	1	<ul style="list-style-type: none"><input type="radio"/> rough in inspection or final inspection, within 1 year of permit issuance
Farm Buildings (with value of work over \$2,500)	2	<ul style="list-style-type: none"><input type="radio"/> completed rough-in inspection (prior to cover-up) AND<input type="radio"/> final inspection at substantial completion of work described on the permit within 2 years of permit issuance
Farm Buildings (with value of work \$2,500 or less)	1	<ul style="list-style-type: none"><input type="radio"/> final inspection, within 180 days of completed work

Plumbing Permits

Plumbing Permits will be issued by Superior Safety Codes.

Construction Document Review

A SCO and/or a permit issuer may, as a condition of the permit, require the permit applicant to submit construction documents including plans and specifications describing the work for any proposed plumbing installation.

Plumbing Site-Inspections

A Plumbing SCO will conduct site inspections at the stages indicated in the following table:

Site Inspections for Plumbing Installations

Installation Type	Minimum # of Inspections	Plumbing Installation Stage
Public Institutions, Commercial, Industrial, Multi-Family Residential (with more than 5 fixtures)	2	<ul style="list-style-type: none"><input type="radio"/> rough-in below grade prior to covering OR<input type="radio"/> rough-in above grade prior to covering AND<input type="radio"/> final inspection at substantial completion of work described on the permit within 2 years of permit issuance
Public Institutions, Commercial, Industrial, Multi-Family Residential (with 5 fixtures or less)	1	<ul style="list-style-type: none"><input type="radio"/> rough-in below grade prior to covering OR<input type="radio"/> rough-in above grade prior to covering OR<input type="radio"/> final inspection at substantial completion of work described on the permit within 2 years of permit issuance
Farm Buildings new construction (or alteration, addition, or renovation with more than 5 fixtures)	2	<ul style="list-style-type: none"><input type="radio"/> completed rough-in below grade OR<input type="radio"/> completed rough-in above grade prior to covering (within 180 days of permit issuance) AND<input type="radio"/> final inspection at substantial completion of work described on the permit within 2 years of permit issuance
Farm Building alteration, addition, or renovation (with 5 fixtures or less)	1	<ul style="list-style-type: none"><input type="radio"/> final inspection at substantial completion of work described on the permit within 2 years of permit issuance

Gas Permits

Gas Permits will be issued by Superior Safety Codes.

Gas Site-Inspections

A Gas SCO will conduct site inspections at the stages indicated in the following table:

Site Inspections for Gas Installations.

Installation Type	Minimum # of Inspections	Gas Installation Stages
Public Institutions, Commercial, Industrial, Multi-Family Residential	2	<ul style="list-style-type: none"><input type="radio"/> rough-in AND<input type="radio"/> final inspection at substantial completion of work described on the permit within 2 years of permit issuance
Farm Buildings	1	<ul style="list-style-type: none"><input type="radio"/> final inspection at substantial completion of work described on the permit within 2 years of permit issuance
Temporary Heat Installations (under separate permit), temporary services	1	<ul style="list-style-type: none"><input type="radio"/> final inspection at substantial completion of work described on the permit within 2 years of permit issuance

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Appendix

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Chief and Council Signatory Page

THIS LAW IS HEREBY made at this duly convened meeting of the Chief and Council of the Tsuut'ina Nation this 27th day of August, 2019 by Tsuut'ina Nation Council Resolution.

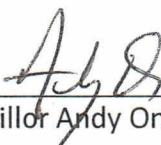
Voting in favour of the Taza Development Building Regulations Law, 2019, as evidenced by signatures, are the following members of the Chief and Council:

Chief Lee Crowchild



Councillor Leon Littlelight

Councillor Andy Onespot Sr.



Councillor Regena Crowchild

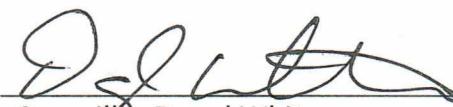


Councillor Brent Dodginghorse

Councillor Leroy Megulnis

Councillor Lyle Dodginghorse

Councillor Stanley Big Plume



Councillor Darryl Whitney

Councillor Kelsey Big Plume



Councillor Vincent Crowchild

Councillor Ellery Starlight

Councillor Darrell Crowchild