



Lac La Biche County  
welcoming by nature.

## LAC LA BICHE COUNTY POLICY

TITLE: BEAVER CONTROL	POLICY NO: PI-63-007
RESOLUTION:19.363	EFFECTIVE DATE: APRIL 23, 2019
LEAD ROLE: MANAGER, ENVIRONMENTAL SERVICES	NEXT REVIEW DATE: APRIL 23, 2021
SPECIAL NOTES/CROSS REFERENCE: PROCEDURE PI-63-007 AMENDMENT DATE:	

### POLICY STATEMENT:

Lac La Biche County will determine appropriate action to be taken when dealing with beaver management issues affecting County road allowances or infrastructure, and ratepayers concerns with beaver management issues affecting private property.

\_\_\_\_\_  
"Original Signed"  
Chief Administrative Officer

\_\_\_\_\_  
April 26, 2019  
Date

\_\_\_\_\_  
"Original Signed"  
Mayor

\_\_\_\_\_  
April 30, 2019  
Date



## LAC LA BICHE COUNTY PROCEDURE

TITLE: BEAVER CONTROL	PROCEDURE NO: PI-63-007
RESOLUTION:	EFFECTIVE DATE: APRIL 23, 2019
LEAD ROLE: MANAGER, ENVIRONMENTAL SERVICES	NEXT REVIEW DATE: APRIL 23, 2021
SPECIAL NOTES/CROSS REFERENCE: BEAVER CONTROL POLICY PI-63-007	AMENDMENT DATE:

### 1. GENERAL GUIDELINES:

Council has established procedures to be taken in the removal of beaver and beaver dams affecting County infrastructure and private land.

### 2. DEFINITIONS:

### 3. PROCEDURE:

#### General

1. Removal of beavers will commence in the spring by an in-house County staff person supplemented with a contracted trapper. The in-house staff person will be available from April until the end of May annually. At this point, a contracted trapper would continue with the trapping for the balance of the season (April to September). Traps set would be left in place over the balance of the season and be regularly checked and reset as necessary.
2. The trapper is to remove problem beavers on beaver dams affecting County right-of-ways (ROW), infrastructure and from private land on a fee-for-service basis.
3. Removal of dams and/or beavers shall be done by authorized personnel in accordance with federal and provincial legislation, including the Agricultural Pest Act, Fisheries Act, Species at Risk Act (SARA) and Alberta's Water Act.
4. Dam removal using explosives will be limited to September 1 - September 30 in order to meet activity restrictions imposed by the Department of Fisheries and Oceans (DFO) and Alberta Environmental Protection to protect spawning and fish habitat, birds and amphibians.
5. Prior to any contracted beaver dam blasting, the blaster will ensure that all legal and safety requirements have been fulfilled and proper authorities have been notified. A call to Alberta First Call will be completed prior to work commencing, at the discretion of the Blaster. Environmental Services will notify adjacent landowners if necessary.

6. Environmental Services will submit a Beaver Harvest Report to Fish and Wildlife at the end of the season. A copy of the report will be kept in the County's Environmental Services office.
7. The trapper will be allowed to retain the beaver carcasses as part of the remuneration for services.

#### Requests for Service – Public and County Land

1. Alberta Transportation is responsible for the maintenance of road culverts blocked by beaver on all primary and secondary highways, therefore landowners requesting service on these locations shall be directed to their department for remedial action.
2. Environmental Services staff will coordinate with other County departments for the removal of beaver dams and cleaning of culverts for the protection of county infrastructure and public safety. Transportation will determine whether protective devices are warranted on culverts with chronic beaver problems.
3. Beaver and beaver dam removal to alleviate flooding or any other environmental issues on County property (including Municipal Reserve) will be coordinated between the Environmental Services and Transportation departments. This includes the impact of water flow at inflow/outflow locations around any lake or water body. In these events, the County will be responsible for all associated control costs.
4. The County will notify appropriate downstream landholders of the intent and approximate date of water release from dam removals. Responses from all those notified must be received by Transportation or Environmental Services prior to the commencement of any work with any conditions or objections noted.
5. Beaver control requests for non-flooding damage (i.e. trees) can be referred to County trapper for resolution.
6. Environmental Services will issue work orders to Trapper, authorizing the beaver control work.

#### Requests for Service – Private Land

1. Dam removal may be undertaken on private land at County expense, through a Public Works request, if the dam in question is flooding the adjacent ROW or poses a potential threat to County property. The County will obtain all necessary permits prior to conducting dam removal work.
2. Applicants requesting private beaver dam removal are required to sign a Permission to Enter Upon Lands (Schedule A) waiver and a Hold Harmless Agreement (Schedule B) prior to any control work being done by the County or an agent of the County.
3. Applicants may be charged fee for service for beaver dam blasting done by the County or an agent of the County for private land. Prices will vary depending on the scope of the work performed. Blasting work is subject to blaster availability.
4. Applicants will be charged heavy equipment rates as outlined in the Alberta Road Builders & Heavy Construction Rate Guide for any equipment used to remove beaver dams by the County or an agent of the County. Heavy equipment work is subject to the availability of equipment, labor and necessary approvals by government agencies.

- Situations involving flooding due to water course obstructions (including Beaver dams), where the landowner harboring the obstruction(s) does not consent to their removal, will be referred to Water Resources Administration Division and/or Fish & Wildlife Division of Alberta Environmental Protection.

"Original Signed"

\_\_\_\_\_  
Chief Administrative Officer

April 26, 2019

\_\_\_\_\_  
Date



**ENVIRONMENTAL SERVICES  
BEAVER CONTROL PROGRAM**

**Schedule A**

**Permission to Enter Upon Lands**

I, \_\_\_\_\_, owner of the property(ies) as described below:

\_\_\_\_\_  
(section – township - range – meridian)

\_\_\_\_\_  
(section – township - range – meridian)

(hereinafter referred to as the "Lands"), do hereby grant permission to Lac La Biche County (or agent) to enter upon the Lands and use such equipment and materials considered necessary by the County for the removal/destruction of beaver dams and/or problem wildlife on the Lands.

I am aware that the removal or destruction of beaver dams and/or problem wildlife involves inherent risks, dangers and hazards, and may involve the use of firearms, traps or explosives. I freely accept and assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.

I release the County, its' employees, agents and representatives (the "Releasees") from any and all liability for any loss, damage, injury or expense that I may suffer or that my successors or assigns may suffer as a result of anything done that may be related to the removal or destruction of beaver dams and/or problem wildlife, due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES.

I agree to hold harmless and indemnify the Releasees from any and all liability for any property damage, personal injury to any third party or other financial loss or expense, including legal expenses and costs (on a solicitor and his own client basis), which may be caused by the removal or destruction of beaver dams and/or problem wildlife. I fully understand and agree to the above terms.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

\_\_\_\_\_  
Owner/Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date



**ENVIRONMENTAL SERVICES  
BEAVER CONTROL PROGRAM**

**Schedule B**

**Hold Harmless Agreement**

**MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_**

**BETWEEN**

**LAC LA BICHE COUNTY**  
(Hereinafter referred to as the "Municipality")

**-AND-**

\_\_\_\_\_  
(Hereinafter referred to as the "Owner")

**WHEREAS** the "Owner" has requested beaver control on:

Part	Section	Township	Range	Meridian	Lot	Block	Plan
				W4M			
Part	Section	Township	Range	Meridian	Lot	Block	Plan
				W4M			

Mailing Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Permit beaver control activities upon the terms and subject to the CONDITIONS herein stated.

**IN WITNESS WHEREOF** the "Municipality" and the "Owner" agree as follows:

1. The "Municipality" shall be permitted to enter on to the mentioned lands to apply herbicides to control weeds.
2. The "Municipality" is providing beaver control at the agreed upon fees.
3. The "Municipality" shall not be deemed to represent, warrant or guarantee that beaver control activities will be effective or safe for the purpose for which it is to be used. The "Owner" assumes the entire responsibility for any adverse effects.
4. In consideration of the beaver control performed, the "Owner" for himself, his heirs, executors, administrators and assigns, agrees that neither the "Municipality" performing the said work shall be under any responsibility for destruction of or damages to other property of the "Owner" which may result from beaver control activities, whether due to negligence of the "Municipality" or any employee of the "Municipality" performing the said work or otherwise.
5. The "Owner" represents that he is the "Owner" of the lands and agrees to indemnify and save harmless Lac La Biche County, its agents and/or its employees in respect to any claims or demands which may at any time hereafter be brought against Lac La Biche County performing the said work by any person, firm or corporation by reason of the performance of the said work.
6. Any previous agreements with Lac La Biche County signed or implied on or about the above date for the said legal land description are invalid/void and any conditions carried or implied within these agreements.
7. This agreement is consistent with the Beaver Control Policy and Procedure PI-63-007.

\_\_\_\_\_  
Owner (Print Name)

\_\_\_\_\_  
Agricultural Fieldman (Print Name)

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Agricultural Fieldman Signature