

Wheatland County

# Bylaw 2019-06

Fire Services Bylaw

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## WHEATLAND COUNTY BYLAW 2019-06

Being a Bylaw of Wheatland County in the Province of Alberta, for the purpose of establishing and operating a Fire Service, authorizing the prevention and control of Fires and authorizing the imposition and recovery of related fees, expenses and charges.

**WHEREAS** the *Municipal Government Act*, R.S.A. 2000, c.M-26, as amended, provides that a Council of a Municipality may pass bylaws for municipal purposes respecting the safety, health and welfare of people and the protection of people and property and for services provided by or on behalf of the Municipality;

**AND WHEREAS** Sections 7 and 8 of the *Municipal Government Act* provide that Council of a Municipality may pass bylaws establishing a system of licenses, permits or approvals including the establishment of fees;

**AND WHEREAS** the *Forest and Prairie Protection Act*, R.S.A. 2000, c.F-19, as amended makes the Wheatland County responsible to fight and control all Fires within the boundaries of the County, other than areas contained in a forest protection area;

**AND WHEREAS** Wheatland County Council wants to provide for the prevention, regulation and control of the lighting of Fires within the County pursuant to the powers granted to it under the *Municipal Government Act* and the *Forest and Prairie Protection Act*;

**AND WHEREAS** Wheatland County has been accredited by the Safety Codes Council pursuant to the *Safety Codes Act*, RSA 2000, in the fire discipline.

**NOW THEREFORE** the Wheatland County Council in the Province of Alberta, duly assembled, hereby enacts as follows:

### SECTION 1 NAME OF BYLAW

1.1 This Bylaw may be cited as the "Fire Services Bylaw".

### SECTION 2 DEFINITIONS

2.1 In this Bylaw:

- a. **"Agreement"** means any agreement entered into by Wheatland County and another municipality or agency for the provision of fire protection services.
- b. **"Agricultural Property"** means Property having an "agricultural" land zoning pursuant to the Land Use Bylaw and which is utilized for the production of crops and/or livestock;
- c. **"Apparatus"** means any vehicle operated by or for the County Fire Department(s), whether that vehicle operates on land, in the air or on water, for the purpose of providing Fire Services and/or transporting Members and/or Equipment;
- d. **"Applicable Legislation"** means all applicable Federal, Provincial and County legislation, regulations, bylaws, guidelines and policies including but not limited to the National Fire Protection Association (NFPA) where referenced in an Act, *Safety Codes Act*, R.S.A. 2000 Chapter S-1 and its regulations, *Occupational Health & Safety Act* R.S.A. 2000 Chapter O-2 and its regulations, and the Work Safe Alberta Bulletin "A Code of Practice for Firefighters", the Workers Compensation Board legislation, and the County Policies;
- e. **"Approved Budget"** means the capital and operating budgets of the Fire Protection Associations, as approved by Council from time to time;
- f. **"Assistance Call"** means a request for Fire Protection Service in an area outside the Fire Protection Area assigned to that Fire Protection Association, or County Fire Service, made by the Regional Fire Chief, the Regional Deputy Fire Chief, a District Chief, a District Fire Association Chief or another municipality or First Nation that has a Mutual Aid Agreement or Fire Protection Service Agreement with the County;



- g. **"Authority Having Jurisdiction"** means the Regional Fire Chief or, in his/her absence, the Regional Deputy Fire Chief, or approved designate;
- h. **"Council"** means the Council of Wheatland County;
- i. **"County"** means Wheatland County together with its jurisdictional and geographical boundaries, as the context requires;
- j. **"County Fire Services Department"** means those Fire Departments within the scope of the Wheatland County Fire Services Department operations including the Carseland Fire Department, Cluny Fire Department, Gleichen Fire Department, and the Wheatland West Fire Department;
- k. **"County Manager"** means that individual appointed to the position of Chief Administrative Officer for the County by Council in accordance with the provisions of the *Municipal Government Act*;
- l. **"Dangerous Goods"** has the meaning set out in the *Dangerous Goods Transportation and Handling Act*, R.S.A. 2000, Chapter D-4 and regulations passed thereunder;
- m. **"County District Fire Chief"** means that person who meets the requirements of "District Chief" in the Policies for a County Fire Services Department and is appointed into the position by the Regional Fire Chief;
- n. **"Fire Association Chief"** means that person who meets the requirements of the Association and is appointed by the Fire Protection Association into the position;
- o. **"District Fire Department"** means a Fire Department operated by the County or Fire Protection Association and includes the District Fire Association Chief or County District Fire Chief and all Members;
- p. **"Equipment"** means any tools, contrivances, devices or materials used by the Fire Departments to respond to an Incident or other emergency;
- q. **"Enforcement Officer"** means any member of the Royal Canadian Mounted Police, Community Peace Officer employed by the County, or other individual designated by Council to enforce this Bylaw. An Enforcement Officer is a designated officer for the County within the scope and meaning of the *Municipal Government Act*, R.S.A. 2000 Chapter M-26;
- r. **"False Alarm"** means any notification to the County Fire Department, a District Fire Department or any Member thereof respecting the existence of a condition, circumstance or event containing an imminent serious danger to persons or property, inclusive of a situation involving a malfunctioning alarm, wherein such a condition, circumstance or event is in fact not in existence;
- s. **"Fire"** means the burning of any flammable or combustible material or any combustible material in a state of combustion;
- t. **"Fire Ban"** means any order from the Province or from the Authority Having Jurisdiction in accordance with Section 11 of this Bylaw which prohibits Fires in all or any part of the County;
- u. **"Fire Board"** means a Council committee established by Bylaw;
- v. **"Fire Capital Agreement"** means agreements between the County and the Fire Protection Association(s) that set out the terms of capital asset funding and ownership;
- w. **"Fire Department"** means a County Fire Department and/or an Association Fire Department, as the context requires;
- x. **"Fire District"** means those defined fire protection areas defined in **Schedule A**;



- y. **"Fire Guardian"** means:
  - i. any individual deemed to be a Fire Guardian under the *Forest and Prairie Protection Act*; and
  - ii. any individual appointed as a Fire Guardian by Council in accordance with the *Forest and Prairie Protection Act*;
- z. **"Fire Hazard"** means any condition, circumstance or event that increases the possibility and/or probability of Fire occurrence;
- aa. **"Fire Permit"** means a written permit issued by a Fire Guardian pursuant to the *Forest and Prairie Protection Act* or this Bylaw or both allowing for the setting of Fires within the County;
- bb. **"Fire Protection Association"** means an organization incorporated pursuant to the *Societies Act*, R.S.A. 2000 Chapter S-14 for the purpose of providing Fire Protection Service within the County and includes: the Dalum Fire Protection Association, the Hussar Rural Fire Association, the Rockyford Rural Fire Association, the Rosebud Fire Association, and the Standard Rural Fire Association together with their respective District Fire Departments. A Fire Protection Association is a "fire service organization" as defined in Section 535.2(a)(iv) of the *Municipal Government Act*, R.S.A. 2000 Chapter M-26;
- cc. **"Fire Protection Charge"** means the fees and charges payable pursuant to this Bylaw as set out in **Schedule "C"** to this Bylaw, as may be amended by Council from time to time;
- dd. **"Fire Protection Services"** , **"Fire Services"** or **"Fire Protection"** means all aspects of Fire Department functions including, but not limited to: Fire prevention, Fire suppression, Firefighting, Fire pre-planning, Fire inspection, Fire investigation, Fire permitting, rescue services, attendance at motor vehicle collisions, Medical First Response, standby services, public education and information, Member training and development;
- ee. **"Fire Service Agreement"** means an agreement that is approved by Council for the provision of Fire Protection Services by or to a third party;
- ff. **"Fireworks"** or **"Firecracker"** means any article defined as a firework or firecracker pursuant to the *Canada Explosive Act* or regulations thereto or the *Alberta Fire Code*, all as amended, repealed and replaced from time to time;
- gg. **"Forest and Prairie Protection Act"** means the *Forest and Prairie Protection Act*, R.S.A. 2000, Chapter F-19, as amended, repealed and replaced from time to time;
- hh. **"Funding Amounts"** means funding amounts approved by the County in conjunction with the Fire Protection Associations in accordance with Section 5 of this Bylaw.
- ii. **"General Manager"** means the individual appointed by the County Manager into the position of General Manager of Protective Services Department for the County;
- jj. **"Hamlet"** means certain areas within the County described as "hamlets" in Wheatland County's Municipal Development Plan including: Hamlet of Ardenode; Hamlet of Carseland; Hamlet of Chancellor; Hamlet of Cheadle; Hamlet of Cluny; Hamlet of Dalum; Hamlet of Gleichen; Hamlet of Lyalta; Hamlet of Namaka; Hamlet of Nightingale; Hamlet of Redland; Hamlet of Rosebud and Speargrass Golf Course Community, and Lakes of Muirfield Community and others that may be established by Council from time to time;
- kk. **"Incident"** means a Fire or a situation where a fire or an explosion is or may be imminent or any other situation presenting a danger or possible danger to life or property and which requires a Fire Department response or where a perception of harm to persons or property exists or existed;
- ll. **"Incident Commander"** means that Member of a Fire Department responding to an Incident who is established as the "Incident Commander" pursuant to the County Standard Operating Guidelines;



- mm. **"Incinerator"** means a non-combustible structure or container that has the draft and smoke vents thereof covered with a regulation screen which is ventilated in such a manner as to preclude the escape of combustible materials including ash and is used for the purpose of burning burnable debris, including but not limited to a burning barrel;
- nn. **"Incinerator Fire"** means a Fire that is confined within an Incinerator;
- oo. **"Land Use Bylaw"** means County Land Use Bylaw No. 2016-01, as amended or replaced by Council from time to time;
- pp. **"Level of Service"** means that level of Fire Protection Service approved by Council as outlined in **Schedule "D"** to this Bylaw;
- qq. **"Life Safety Inspections"** means the inspection of buildings to ensure that all Fire Code requirements are met;
- rr. **"Medical First Response" or "MFR"** means a Fire Department which has Members which are properly trained, equipped and certified to respond to medical incidents prior to EMS (Emergency Medical Service) arrival but does not transport patients;
- ss. **"Member"** means any individual who is a duly appointed member of a Fire Department including the Regional Fire Chief, Regional Deputy Fire Chief, District Fire Chiefs, District Fire Association Fire Chiefs, District Fire Association Deputy Fire Chiefs, Officers, and volunteer firefighters. A Member is a "firefighter" as defined in Section 535.2(b) of the *Municipal Government Act*;
- tt. **"Municipal Government Act"** means the *Municipal Government Act*, R.S.A. 2000 Chapter M-26.00, as amended, repealed and replaced from time to time.
- uu. **"Mutual Aid Agreement"** means an executed agreement in writing between the County and any one or more neighboring municipalities or First Nations whose municipal boundaries are surrounded by or adjacent to the County, which agreement describes the reciprocal provision of Fire Protection Service in the event of an Incident;
- vv. **"Occupant"** means any Person that is in control of Property through a lease or rental agreement or otherwise has the legal right to use or enjoy the Property, building or other types of property including farm equipment, motor vehicles, water craft and all personal property;
- ww. **"Officer"** means the Regional Fire Chief, Regional Deputy Fire Chief, District Fire Chiefs, District Fire Association Chiefs, District Fire Association Deputy Chiefs, or other senior Member having a supervisory position in a Fire Department in accordance with the County Standard Operating Guidelines;
- xx. **"Order"** means an order issued pursuant to the *Forest and Prairie Protection Act* or this Bylaw;
- yy. **"Outdoor Fire"** means any Fire other than that defined as an Incinerator Fire or Structure Fire and shall include Fires involving humus, soil, farm produce, bush, grass, feed, straw, coal or any Fire that has escaped or spread from a building, structure, machine, vehicle or Incinerator;
- zz. **"Owner"** means the person who is the registered owner of Property;
- aaa. **"Person"** means any individual, partnership, joint venture, proprietorship, corporation, association, society and any other legal entity;
- bbb. **"Policies"** means the County's Standard Operating Guidelines, the County's *Rules and Regulations Manual*, the County's *Fire Services Policy*, the County's QMP and all other relevant and applicable County policies as they may be adopted by Council from time to time;

- ccc. **"Property"** means any real or personal property including land, structures, vehicles and equipment;
- ddd. **"Prohibited Debris"** means any material that when burned, will result in the release to the atmosphere of dense smoke, offensive odors or a substance, the release of which is regulated, prohibited or controlled by the *Environmental Protection and Enhancement Act*, R.S.A. 2000, Chapter E-12 or regulations thereunder and includes but is not limited to;
- i. animal carcasses;
  - ii. animal manure;
  - iii. chemicals and chemical containers;
  - iv. combustible material in automobile bodies;
  - v. combustible material in automobiles;
  - vi. household refuse;
  - vii. non-wooden material;
  - viii. paints and painting materials;
  - ix. pathological waste;
  - x. rubber or plastic or anything containing or coated with rubber or plastic or similar substances;
  - xi. solid waste from sawmills or planing mills with an annual production in excess of 6500 cubic meters of lumber, unless an authorized Fire Permit has been approved;
  - xii. tires;
  - xiii. used oil; or
  - xiv. wood or wood products containing substances for the purposes of preserving wood
- eee. **"QMP"** means the County's Quality Management Plan established in accordance with the *Safety Codes Act*;
- fff. **"Recreational Fire"** means a Fire confined to a non-combustible container which is set for the purpose of cooking, obtaining warmth or viewing for pleasure. Such Fire may only be fueled with seasoned non-treated wood, charcoal, natural gas or propane;
- ggg. **"Regional Dispatch Centre"** means WADEMSA dispatch for fire services, or other such dispatch services as may be determined by Council from time to time;
- hhh. **"Regional Deputy Fire Chief"** means that person appointed into the position of Deputy Regional Fire Chief by the County Manager;
- iii. **"Regional Fire Chief"** means that person appointed by the County Manager;
- jjj. **"Remedial Order"** means a written order issued pursuant to Section 545 of the *Municipal Government Act* and Section 18 of this Bylaw;
- kkk. **"Restricted Burn Area"** means an area within the County as designated by the Regional Fire Chief where Fires are restricted;
- lll. **"Roadway"** means any highway, thoroughfare, street, road, trail, avenue, parkway, driveway, viaduct, lane, alley, square, bridge, causeway, trestle way or other place or any part of any of them, whether publicly or privately owned, that the public is ordinarily entitled or permitted to use for the passage or parking of vehicles.
- mmm. **"Running Fire"** means a Fire burning without being under the proper control of any Person;
- nnn. **"Rural Area"** means an area with fewer than 500 people per square mile in accordance with NFPA 3.3.4.2;
- ooo. **"Standard Operating Guidelines"** means the County Standard Operating Guidelines, as they may be adopted by the County from time to time;
- ppp. **"Structure Fire"** means a Fire confined to and within any building, structure, machine or vehicle which will or is likely to cause the destruction of or damage to such building, structure, machine or vehicle;



- qqq. "Specified Penalty" means a penalty specified in **Schedule "B"** of this Bylaw for committing an offence under this Bylaw.
- rrr. "Violation Ticket" means a violation ticket under Part 2 of the *Provincial Offences Procedure Act*, R.S.A. 2000, c.P-34;
- sss. "Volunteer Hall" means a fire hall within the County that is staffed by volunteer or Paid on Call Members who live or work within the community and who may respond to the hall when paged to do so.

### **SECTION 3 COUNTY FIRE SERVICES DEPARTMENT**

- 3.1 The County Fire Services Department is established for the purpose of:
- operating the County Fire Departments;
  - providing Fire Protection Services;
  - operating Apparatus and Equipment for the purpose of extinguishing Fires or Incidents and preserving life and Property;
  - fulfilling obligations under approved Fire Protection Agreements and Mutual Aid Agreements; and
  - providing public education about Fire Safety.
- 3.2 Fire Protection Services shall be performed by the County Fire Services Department in accordance with the Level of Service, the Policies and all applicable Federal, Provincial and County legislation, guidelines, policies, procedures and other requirements.
- 3.3 The County Fire Services Department shall consist of such Members, personnel, buildings, fire halls, Apparatus and Equipment as provided in the Policies.
- 3.4 No County Fire Services Department Apparatus, Equipment or other resources shall be used beyond the boundaries of the County without either:
- the express authorization by way of Mutual Aid Agreement or other written agreement or contract authorized by Council providing for the supply of Fire Protection outside the County boundaries; or
  - the approval of the County Manager or his/her designate.

### **SECTION 4 OFFICERS AND OTHER AUTHORITIES**

#### **Regional Fire Chief Authority, Duties and Responsibilities**

- 4.1 The Regional Fire Chief has the authority, duties and responsibilities as established under this Bylaw, the Policies and any other applicable Federal, Provincial or County legislation, bylaw, policies and procedures.
- 4.2 The Regional Fire Chief shall be appointed by the County Manager in accordance with the Policies.
- 4.3 The Regional Fire Chief has the authority over the management and direction of Fire Services, subject to the supervision, control and direction of the General Manager, County Manager and Council. In particular, the Regional Fire Chief has the authority to direct Fire Services including the County's Fire Departments and Members to carry out all Fire Protection Service activities in accordance with this Bylaw, the Policies and any other applicable Federal, Provincial or County legislation, bylaws, rules, policies or procedures.
- 4.4 The Regional Fire Chief shall consult and coordinate with the District Fire Chiefs and Fire Association District Chiefs for the purpose of providing an efficient and effective delivery of Fire Protection Services throughout the County, including but not limited to the imposition of Fire Bans.
- 4.5 Subject to the approval of Council, the Regional Fire Chief may establish policies and procedures as necessary for the proper organization and administration of the County Fire Services Department including, but not limited to:



- a. use, care and protection of County Fire Service Department property;
- b. recruitment, conduct, performance, and discipline of Members;
- c. efficient operations of the County Fire Service Department;
- d. Member training; and
- e. Establishing, implementation and execution of Policies.

All such policies and procedures shall be consistent with applicable Federal and Provincial legislation and regulations.

4.6 The Regional Fire Chief shall be responsible for the following:

- a. planning, directing, coordinating and supervising the administrative, mechanical, support services and operational functions of the Fire Service.
- b. ensuring that Fire Services programs, which are directed to providing and maintaining an acceptable/responsible level of Fire Protection Service within the County are developed, implemented, monitored and subsequently critiqued for their effectiveness,
- c. developing, implementing and monitoring short and long term strategies for the Fire Services so that effective and consistent direction is provided;
- d. developing policies, procedures, and plans;
- e. directing and monitoring the activities of the Fire Services through effective utilization of human and financial resources;
- f. developing the annual operational and capital budgets for the Fire Services, ensuring that an acceptable, responsible and economically feasible level of fire protection and emergency services are provided within the County;
- g. ensuring that effective public awareness and educational programs are developed, implemented and monitored, in an effort to prevent loss of life and to reduce Property damage within the County;
- h. maintaining a current knowledge of firefighting statistical information, new technology and firefighting techniques, etc. in order to ensure that the Fire Services provides effective and efficient Fire Protection Service;
- i. implementing and monitoring an equipment management system for the Fire Services fleet of emergency response vehicles and Apparatus ensuring that they are both mechanically and financially maintained. Ensuring that all new equipment/apparatus purchases meets approved firefighting standards and are appropriate for their utilization;
- j. ensuring that all applicable Federal, Provincial, and County policies, procedures/guidelines (district fire association departments may submit policies, procedures, guidelines for approval providing that they meet or exceed legal requirements) and legislative requirements are adhered to and communicated to all Fire Department Members in an effective manner;
- k. reviewing all applicable bylaws for each municipality and First Nation in which the Fire Services provides Fire Protection Services, pursuant to an agreement between the municipality or First Nation and the County;
- l. may attend all Fires and/or other emergencies, as deemed appropriate or necessary by the Regional Fire Chief; and
- m. ensuring that a public information program is developed to inform and educate key stakeholders in the community on various areas of Fire safety, Fire prevention, Building and Fire Codes, emergency management and creating a program that can be implemented to monitor and subsequently critique the public information program's effectiveness.

4.7 The Regional Fire Chief may delegate his/her duties and functions as set out in this Bylaw and the Policies to the Regional Deputy Fire Chief or designate as he/she deems appropriate.

4.8 The Regional Fire Chief is designated as a Fire Guardian by virtue of his/her position within the County.



- 4.9 In accordance with the County Standard Operating Guidelines, the Regional Fire Chief or his/her designate may assume command of an Incident where, in the reasonable opinion of the Regional Fire Chief or his/her designate, it is necessary to do so to ensure safety of the public, emergency services personnel and mitigation of Property damage and environmental impact, in consultation with District Fire Chief(s), and/or District Fire Association Chief(s), and/or incident commander(s) who are in attendance at the incident.

#### **Regional Deputy Fire Chief Authority, Duties and Responsibilities**

- 4.10 The Regional Deputy Fire Chief has the authority, duties and responsibilities as established under this Bylaw, and any other Applicable Legislation.
- 4.11 The Regional Deputy Fire Chief shall be appointed by the County Manager in accordance with the Policies.
- 4.12 The Regional Deputy Fire Chief has the same authority, duties and responsibilities as the Regional Fire Chief during his/her absence or at his/her direction.
- 4.13 The Regional Deputy Fire Chief is designated as a Fire Guardian by virtue of his/her position within the County.
- 4.14 The Regional Deputy Fire Chief shall be responsible for the following:
- a. Developing, coordinating and monitoring Member training programs and training program records, all in accordance with NFPA standards for firefighting, rescue and Medical First Response, in all Fire Departments;
  - b. Reporting to the Regional Fire Chief;
  - c. Conducting cause and origin fire investigations as mandated by the QMP in accordance with all Applicable Legislation;
  - d. Monitoring adherence by all Fire Departments to all Applicable Legislation;
  - e. Conducting life safety inspections in accordance with all Applicable Legislation;
  - f. Monitoring and, as required, providing direction and assistance for the completion of all Fire Department reports in accordance with the applicable legislation and/or fire service agreements to ensure that all County reporting requirements are met; and
  - g. Such other functions as may be directed by the Regional Fire Chief from time to time.

#### **Officer and Member Appointment and Responsibilities**

- 4.15 The Regional Fire Chief shall appoint Officers and Members to the County Fire Services Departments in accordance with this Bylaw and the Policies. Officers and Members shall have all the authority, duties and responsibilities as established under this Bylaw, the Policies and any other applicable Federal, Provincial or County legislation, bylaws, policies or procedures.

#### **District Chiefs Authority, Duties and Responsibilities**

- 4.16 The County Chiefs shall be responsible to and shall take direction from the Regional Fire Chief and the Regional Deputy Fire Chief for the performance of their duties pursuant to this Bylaw and the Policies.
- 4.17 The District Chiefs shall maintain and provide to the County on a timely basis:
- A record of all Fires, Incidents and other emergency responses attended by the Fire Department, a copy of all Fire reports, quarterly WCB members list update, attendance roster, monthly Member training records, monthly training course records, and any other records incidental to the operation of the Fire Department.
- 4.18 The District Chiefs shall prepare and submit to the Regional Fire Chief annually for approval a list of Apparatus, Equipment and supplies that may be required for the administration and operation of the Fire Departments for subsequent or future years.



- 4.19 The District Chiefs may obtain assistance from other officials of the County as they deem necessary in order to discharge their duties and responsibilities under the Bylaw and other applicable policies of the County.
- 4.20 The District Chiefs shall be responsible for the use, care and protection of Fire Department property.
- 4.21 The District Chiefs may appoint other Members to the Fire Department in accordance with the Policies.
- 4.22 The District Chief may appoint other Members of the Fire Department to act as District Chief in his/her absence for a period not to exceed thirty (30) days.
- 4.23 The Members of the Fire Department shall be responsible to the District Chief, the Regional Fire Chief and the Regional Deputy Fire Chief for the performance of their duties pursuant to this Bylaw, the Policies and such duties as may be assigned by the District Chief from time to time.
- 4.24 The District Fire Chiefs shall be responsible to the Regional Fire Chief and Regional Deputy Fire Chief for the performance of their duties pursuant to this Bylaw, the Policies, and such further and other duties as may be assigned by the Regional Fire Chief or the Regional Deputy Fire Chief from time to time.
- 4.25 The District Fire Association Chiefs shall have the same authority and responsibilities as Wheatland County District Chiefs as outlined in their respective fire service agreements and will be jointly accountable to their respective Associations and the Regional Fire Chief.
- 4.26 District Chiefs shall ensure that adherence to all applicable Legislation, Acts, Policies, and Guidelines are met by all members at all times.

#### **Powers of Incident Commanders**

- 4.27 The Incident Commander shall have control, direction and management of all Apparatus, Equipment, Members and manpower assigned to an Incident in accordance with the Policies and he/she shall continue to act until relieved by an Officer authorized to do so.
- 4.28 The Incident Commander may at his/her discretion establish boundaries or limits and keep persons from entering the area within the prescribed boundaries or limits unless authorized to enter by him/her.
- 4.29 The Incident Commander is empowered to enter and to take all steps he/she deems necessary in order to directly or indirectly combat, control or deal with an Incident, including:
  - a. passing through or over buildings or property adjacent to an Incident and causing Members together with Apparatus and Equipment to enter or pass through or over the building or Property;
  - b. ordering the evacuation of any building or area which is directly or indirectly involved in an Incident.
  - c. causing a building, structure or thing to be pulled down, demolished or otherwise removed; and
  - d. upon extinguishment of a Fire or resolution of an Incident, access, enter, pass through or over buildings or Property adjacent to a Fire or Incident and cause a building, structure or thing to be pulled down, demolished or otherwise removed in accordance with the *Safety Codes Act*, R.S.A. 2000, chapter.S-1, as amended and any regulations thereto.

## **SECTION 5 FIRE PROTECTION ASSOCIATIONS**

### **Fire Protection Association Authorization**

- 5.1 The Fire Protection Associations are authorized to provide Fire Protection Service within the County in accordance with the terms of this Bylaw, any applicable Fire Service Agreements, the Level of Service, the Policies and all Applicable Legislation, all as may be amended or replaced from time to time, as follows:
  - a. Dalum Fire Protection Association is authorized to provide Fire Protection Service within the Dalum Fire District shown on **Schedule "A"** as well as other areas of the County as may be



requested by the Regional Fire Chief, the Regional Deputy Fire Chief, a District Chief or another District Fire Association Chief, from time to time;

- b. Hussar Rural Fire Association is authorized to provide Fire Protection Service within the Hussar Fire District shown on **Schedule "A"** as well as other areas of the County as may be requested by the Regional Fire Chief, the Regional Deputy Fire Chief, a District Chief or another District Fire Association Chief, from time to time;
- c. Rockyford Rural Fire Association is authorized to provide Fire Protection Service within the Rockyford Fire District shown on **Schedule "A"** as well as other areas of the County as may be requested by the Regional Fire Chief, the Regional Deputy Fire Chief, a District Chief or another District Fire Association Chief, from time to time;
- d. Standard Rural Fire Association is authorized to provide Fire Protection Service within the Standard Fire District shown on **Schedule "A"** as well as other areas of the County as may be requested by the Regional Fire Chief, the Regional Deputy Fire Chief, a District Chief or another District Fire Association Chief, from time to time;
- e. Rosebud Fire Association is authorized to provide Fire Protection Service within the Rosebud Fire District shown on **Schedule "A"** as well as other areas of the County as may be requested by the Regional Fire Chief, the Regional Deputy Fire Chief, a District Chief or another District Fire Association Chief, from time to time; and
- f. all Fire Protection Associations are authorized to provide Fire Protection Service in response to an Assistance Call in Wheatland County and/or as identified in the Fire Services Agreement.

5.2 The provisions of this Bylaw, the Level of Service and the Policies are binding on the Fire Protection Associations in their provision of Fire Protection Service within the County. Notwithstanding any provision in this Bylaw, District Fire Departments may submit policies, procedures, guidelines to the County for approval providing that they meet or exceed legal requirements. When approved by Council, the District Fire Department's approved policies, procedures and guidelines shall take precedence when there is an inconsistency or conflict.

5.3 Fire Protection Associations are required to maintain an active status pursuant to the *Societies Act* R.S.A. 2000 Chapter S-14. Failure to maintain an active status pursuant to the *Societies Act* will result in the Fire Protection Association no longer having the authorization to provide Fire Protection Service within the County as provided within this Bylaw and Fire Protection Service within the Fire Protection Association's Fire Protection Area will be provided by Fire Departments or as otherwise deemed appropriate by Council.

#### **Fire Service Agreements**

5.4 Subject to ratification by Council, the County Manager and/or his/her delegates are authorized to negotiate Fire Service Agreements with the Fire Protection Associations.

5.5 All Fire Protection Associations must be a party to a current Fire Service Agreement with the County as a condition of providing Fire Protection Service within the County.

#### **Assistance Calls**

5.6 Where in the reasonable opinion of the District Fire Association Chief or Incident Commander, additional assistance is required to respond to an Incident in the Fire Protection Area, the District Fire Association Chief or Incident Commander may request such other additional personnel, apparatus or equipment through the Regional Dispatch Centre, from the next closest available Fire Department or organization in the following order of priority as set out below:

- a. County Fire Department and/or another District Fire Department within the County,
- b. other municipality or First Nation which is a party to a current Fire Protection Service Agreement or Mutual Aid Agreement with the County.



## **Fire Protection Association Budget and Expenditures**

- 5.7 Fire Protection Association budgets and expenditures shall be in accordance with their respective Fire Service Agreement and subject to applicable legislation such as, but not limited to, the *Municipal Government Act* and the *Societies Act*.

### **General**

- 5.8 A Fire Protection Association may not bind the County.
- 5.9 No Member or director of a Fire Protection Association may pledge the credit (enter into non-authorized fiscal negotiations) of the County.

## **SECTION 6 FIRE SERVICE AGREEMENTS**

- 6.1 All Fire Service Agreements may be negotiated with Fire Protection Associations by the General Manager and the Regional Fire Chief and shall be approved by the County Manager and Council. Council may in its sole discretion direct the County Manager to negotiate with Fire Protection Associations to amend any Fire Services Agreement.
- 6.2 Subject to Council's discretion, all Fire Protection Service Agreements must contain the following provisions as a minimum:
- a. the jurisdiction of the Regional Fire Chief extends throughout the boundaries of the County, including the designated Fire Protection Area;
  - b. the Regional Fire Chief is authorized to designate the rights and responsibilities of any Person providing services to the County under a Fire Services Agreement, with the exception of agreements that conflict with this provision;
  - c. the Level of Service provided by any contracted party must be equal to or better than the Level of Service established by the County for the designated service area;
  - d. the Policies of any contracted party must be equal to or better than the Policies of the County for the designated service area;
  - e. Apparatus and Equipment shall not leave the designated service area unless by service agreement (i.e. mutual aid agreement); and
  - f. the County may set fees to charge for the provision of Fire Protection Service within the designated service area.

## **SECTION 7 PROPERTY IDENTIFICATION**

- 7.1 The municipal address of all properties within the County shall be prominently displayed in accordance with the Rural Addressing Bylaw 2010-43, as amended from time to time.

## **SECTION 8 POWERS OF FIRE GUARDIANS**

- 8.1 Each year before the first of March, the Council shall appoint a sufficient number of Fire Guardians to enforce the provisions of the *Forest and Prairie Protection Act* and this Bylaw within the boundaries of the County.
- 8.2 There shall be a minimum of four (4) County employees appointed as Fire Guardians and additional Fire Guardians appointed as deemed necessary by Council.
- 8.3 Each Fire Guardian shall have authority and power as listed within the *Forest and Prairie Protection Act* in relation to Fire Guardians.
- 8.4 If there is any change in conditions such as a fire ban, the Regional Fire Chief shall inform all guardians of the change immediately.
- 8.5 A notification of the issuance of a permit must be submitted to each party of interest which includes the associated District Fire Chief, Fire Guardians for the associated area, and the County.



## SECTION 9 FIRE PERMITS

### General

- 9.1 In addition to any Fire Permit required under the *Forest and Prairie Protection Act*, Fire Permits shall be required under this Bylaw for the period from January 1 to December 31 each calendar year.
- 9.2 Notwithstanding Section 9.1 of this Section, any Fire Permit issued pursuant to the *Forest and Prairie Protection Act* shall be deemed for all purposes to be a Fire Permit issued pursuant to this Bylaw.
- 9.3 An application for a Fire Permit for an Outdoor Fire shall be made to a Fire Guardian in writing on the form adopted by the County from time to time. The Fire Guardian shall receive and consider the application and after having done so, he or she may, in his or her absolute discretion, issue to the applicant a Fire Permit with such conditions as the Fire Guardian deems appropriate in his/her sole discretion.
- 9.4 Fire Permits issued pursuant to this Bylaw are valid for such period of time as shall be determined and set by the Fire Guardian issuing the permit, but in any case shall not exceed five (5) days. The Fire Permit shall have endorsed thereon the period of time for which the said permit is valid.
- 9.5 A Fire Guardian may, in his or her absolute discretion, suspend or cancel any Fire Permit at any time.
- 9.6 Each application for a Fire Permit must contain the following information:
- the name and address of the applicant;
  - the legal description of the land on which the applicant proposes to set a Fire;
  - the type and description of material which the applicant proposes to burn;
  - the period of time the Fire Permit is valid;
  - the precautions that will be taken by the applicant to ensure that the proposed Fire remains under his or her control;
  - the signature of the applicant;
  - the signature of the Fire Guardian issuing the Fire Permit.
- 9.7 A Fire Guardian may require additional information prior to issuing a Fire Permit.
- 9.8 A Fire Permit is not transferable from one individual to another nor from one parcel of land to another.

### Exemptions

- 9.9 A Fire which is contained in an Incinerator, barbeque or residential fire pit does not require a Fire Permit under this Bylaw provided that:
- a minimum of 4 meters clearance from buildings, property lines and combustible materials or as approved by the Regional Fire Chief is maintained;
  - the Incinerator, barbeque or fire pit is constructed of bricks or concrete blocks or heavy gauge metal or other suitable non-combustible components;
  - the Incinerator, barbeque or fire pit has a spark arrestor mesh screen of 0.7 centimeters (.25 inches) expanded metal (or equivalent) to contain sparks over the Fire at all times;
  - the Incinerator, barbeque or fire pit is supervised at all times by a responsible adult person until such time that Fire has been extinguished. A Fire shall be deemed to include hot ashes and smoldering embers resulting from the Fire;
  - only wood, charcoal briquettes, propane or natural gas fuels are used; and
  - flame height does not exceed 100 cm (3.28 feet) above the incinerator, barbecue or fire pit.
- 9.10 This Bylaw does not apply to any Industrial or Commercial type Incinerator that is required to be licensed under the *Alberta Environmental Protection and Enhancement Act*, and its regulations.

- 9.11 No burning is allowed in areas designated as Municipal or Environmental Reserves or in designated Restricted Burn Areas.
- 9.12 Where an emergency or a potential emergency exists, the Regional Fire Chief or his/her designate shall be empowered to suspend all Incinerator Fires, Outdoor Fires, and/or Recreational Fires within all or a portion or portions of the County for such a period of time and on such conditions as may be determined by the Regional Fire Chief or their designate.

#### **Commercial**

- 9.13 A Permit is required for all commercial burning within the County. Commercial burning includes thawing the ground for construction purposes with class A or B material, controlled burns, public assembly events where a fee is charged for attendance and fire extinguisher training, among other things.

### **SECTION 10 PROHIBITED FIRES**

- 10.1 No Person shall set or cause or allow to be set, any Fire within the boundaries of the County except as otherwise provided for under the Bylaw.
- 10.2 No Person shall burn or cause to be burned, any Prohibited Debris, refuse, waste, junk, garbage, structures, debris or other noxious substance within the boundaries of the County.
- 10.3 Subject to Section 11.1, a Person may, on Property owned or controlled by him/her, set a Recreational Fire, so long as that Recreational Fire is set within a fire pit or other structure designed for the purpose of containing the Recreational Fire within a small, controlled area. Such a structure shall include a rock, stone or brick fire pit, barrel or barbeque.
- 10.4 When a Fire is set in contravention to Section 10.1 or during a Fire Ban pursuant to Section 11, the Owner or Occupier of the land or the person having control of the land upon which the Fire is lit shall:
- a. extinguish the Fire immediately; or
  - b. if unable to extinguish the Fire immediately, report the Fire to 911 as soon as possible.

#### **Fireworks**

- 10.5 No Person shall use Firecrackers or permit the use of Firecrackers on his/her Property or Property under his/her control, within the boundaries of the County.
- 10.6 No Person shall sell, possess or discharge Fireworks in the County unless they have appropriate permits and licensing for High and/or Low level displays including obtaining the necessary permit from the County. Purchased Fireworks must be from a recognized company that meets all current *Alberta Fire Codes*, the NRCan R.S.C., 1985 c. E-17, the Explosives Act and any additional Federal, Provincial or County legislation, regulations, bylaws and standards.
- 10.7 Possession, sale or storage of Fireworks is prohibited unless in accordance with this Bylaw.

### **SECTION 11 FIRE BANS**

- 11.1 The Regional Fire Chief may, from time to time, in consultation with all Districts, prohibit any or all Fires within the County or a part of the County, including Recreational Fires, when the prevailing environmental conditions give rise to an increased risk of a Fire becoming a Running Fire.
- 11.2 A Fire Ban imposed by the Regional Fire Chief under Section 11.1 shall be in force until such time as the Regional Fire Chief gives notice to the public that the Fire Ban has been lifted.
- 11.3 When a Fire Ban is in effect, **NO PERSON** shall ignite a Fire or cause or allow a Fire to be ignited on his/her Property or Property under his/ her control if the Property is located in the area affected by the Fire Ban.
- 11.4 Any Fire Permits that were previously issued to Property located in the area affected by the Fire Ban will be **SUSPENDED** for the duration of the Fire Ban.



## SECTION 12 CONTROL OF FIRE HAZARDS

- 12.1 If the Regional Fire Chief, Regional Deputy Fire Chief, District Fire Chief or District Fire Association Chief finds within the County's boundaries, on privately owned land or occupied public land, conditions that, in his/her opinion, constitute a Fire Hazard, he/she may give an Order to the Owner, Occupant or the Person in control of the land on which the Fire Hazard exists to reduce or remove the Fire Hazard within a fixed time and in a manner prescribed by the Regional Fire Chief, District Fire Chief or the District Fire Association Chief.
- 12.2 If the Regional Fire Chief or his/her designate finds that the Order issued pursuant to Section 12.1 has not been carried out, he/she may enter onto the land with any equipment and any Person he/she considers necessary and may perform the work required to eliminate or reduce the Fire Hazard.
- 12.3 The Owner or Occupant of the land on which work was performed pursuant to Section 12.2 shall, upon receipt of an invoice from the County, pay to the County a Fire Service Fee and, in default of payment of the Fire Service Fee, the County may add the Fire Service Fee to the tax roll of the said land, which forms a special lien against the land in favor of the County, from the date it was added to the tax roll in accordance with the *Municipal Government Act*.

## SECTION 13 REQUIREMENT TO REPORT

- 13.1 The Owner or Occupant of Property damaged by Fire shall immediately report the particulars of the Fire to the Fire Services Department in a manner and form satisfactory to the Regional Fire Chief.
- 13.2 The Owner or Occupant of any property containing a Dangerous Goods product or products, who is or becomes aware of an accidental or unplanned release, shall immediately report such spill or release to the Fire Services Department in a manner and form satisfactory to the Regional Fire Chief.

## SECTION 14 OFFENCES

- 14.1 No Person shall:
- contravene any provision of this Bylaw;
  - impede, obstruct or hinder a Member or Enforcement Officer, other person assisting or acting under the direction of a Member;
  - damage or destroy Fire Services Department property or Equipment;
  - at an Incident, drive a vehicle over any Apparatus or Equipment without permission from the Regional Fire Chief or Incident Commander;
  - obstruct a Member from carrying out any function or activity related in any way to fire protection;
  - cause, initiate, authorize or permit a False Alarm;
  - falsely represent themselves as a Member or wear or display any fire service badge, cap, button, insignia or other paraphernalia which may leave the false impression that the person is a Member;
  - obstruct or otherwise interfere with access roads or streets, Highways or other approaches to any fire alarm, fire hydrant, cistern or body of water designated or intended to be used for fire protection or any connections provided to a fire main, pipe, stand pipe, sprinkler system, cistern or other body of water designated or intended to be used for fire protection;
  - light an Outdoor Fire unless he/she is the holder of an existing Fire Permit if required under the Bylaw or the *Forest and Prairie Protection Act* or both;
  - light or cause or permit to be lit an Outdoor Fire, Incinerator Fire, or Recreational Fire during a County or Provincial Fire Ban issued pursuant to this Bylaw or the *Forest and Prairie Protection Act*;
  - permit an Outdoor Fire to be lit upon lands that are owned or occupied by that Person or under that Person's control except when such a Fire is allowed under this Bylaw;
  - fail to report a Fire to the Fire Services Department when a Fire is set under the circumstances described in this Section 10.1 and the Owner or Occupant of the land or the person having control of the land upon which the Fire is lit does not extinguish the Fire immediately or is unable to extinguish the Fire immediately;



- m. either directly or indirectly, personally or through an agent, servant or employee kindle a Fire or let it become a Running Fire on any land not his/her own property or allow a Running Fire to pass from his/her own Property to that of another;
  - n. light a Fire without first taking sufficient precautions to ensure that the Fire can be kept under control at all times;
  - o. light a Fire when the weather conditions are conducive to creating a Running Fire;
  - p. fail to take reasonable steps to control a Fire for the purpose of preventing it from becoming a Running Fire or from spreading onto Property other than his/her own;
  - q. deposit, discard or leave any burning matter or substance where it might ignite other materials and cause a Fire;
  - r. conduct any activity that involves the use of Fire, open flame, explosives, flammable devices, appliances or equipment or ignition sources that might reasonably be expected to cause a Fire unless that person exercises reasonable care to prevent the Fire from occurring;
  - s. use a Fire to burn:
    - i. prohibited Debris;
    - ii. materials that will result in the production of dense black smoke, including insulation from electrical wiring or equipment, asphalt roofing materials, hydrocarbons, plastics or other materials or creosoted wood, treated timber; or
    - iii. herbicides, pesticides or other toxic materials or substances;
  - t. conduct any activity that involves the use of a Fire, where smoke from the Fire may impede visibility of the vehicular traffic on any Highway;
  - u. allow any Fire to give off a dense smoke or offensive odour in a manner which creates a risk to public safety or creates a nuisance to neighbouring person(s) or property;
  - v. light a Fire on lands owned or controlled by the County except with the County's express written consent;
  - w. provide false or misleading information when applying for a Fire Permit;
  - x. light a fire other than in an approved fire pit in the Hamlets of Wheatland County;
  - y. sell, possess or discharge Fireworks in the County unless they have appropriate permits and licensing for High Level Displays; or
  - z. possess, sell or store low level Fireworks unless appropriate permits have been issued.
- 14.2 Any Person whether in possession of a valid Fire Permit or otherwise lights a Fire for the purposes described in this Bylaw is responsible to ensure that the burn is conducted in a safe manner and in accordance with the terms of the Fire Permit and this Bylaw.

## SECTION 15 ENFORCEMENT

- 15.1 Where a Person contravenes this Bylaw or Property does not conform with this Bylaw, the County may pursue its enforcement alternatives in accordance with this Bylaw, any Act or common law right, including but not limited to the issuance of an order to remedy the contravention by the County, adding amounts to the tax roll and pursuing injunctions pursuant to the *Municipal Government Act*.

## SECTION 16 SERVICE OF WARNING LETTERS AND REMEDIAL ORDERS

- 16.1 Any Warning Letter or Remedial Order provided for in this Bylaw shall be in writing.
- 16.2 Service of any Warning Letter or Remedial Order provided for in this Bylaw may be made as follows:
- a. personally upon the Person to be served; or
  - b. by mailing the copy to the Person to be served by registered or regular mail to the last known post office address of the Person to be served and service shall be deemed served seven (7)



days post mailing date, the copy is delivered by an official of the post office to the Person to be served or to any Person receiving it on his/her behalf;

- c. where the Property is not occupied, by mailing the notice by registered or regular mail to the mailing address for the registered owners of the Property noted on the County's tax roll for the property and service shall be deemed to be effected seven (7) days post mailing date, the copy is delivered by an official of the post office to the Person to be served or to any Person receiving it on his/her behalf; or
- d. as directed by a Court having jurisdiction.

#### SECTION 17 WARNING LETTER

- 17.1 The Regional Fire Chief, Regional Deputy Fire Chief, District Fire Chief or Enforcement Officer may issue a Warning Letter to any Person who contravenes this Bylaw.
- 17.2 If the Person to whom the Warning Letter was issued does not comply with the Warning Letter, the Regional Fire Chief or Enforcement Officer may issue a Remedial Order or take such other enforcement action as he/she deems appropriate.

#### SECTION 18 REMEDIAL ORDERS

- 18.1 Regardless of whether or not a Warning Letter has been issued, at any time where the Regional Fire Chief or Enforcement Officer finds that a Person is contravening this Bylaw, the Regional Fire Chief or his/her designate or Enforcement Officer may issue a Remedial Order to that Person. The Remedial Order may:
  - a. direct the Person to stop doing something or to change the way in which the Person is doing it,
  - b. direct the Person to take any action or measures necessary to remedy the contravention of this Bylaw or the Municipal Government Act,
  - c. state a time within which the Person must comply with the directions set out in the Remedial Order and provide proof of compliance to the Administrator or Officer, and
  - d. state that if the Person does not comply with the directions within a specified time, the County may take the action or measure at the expense of the Person.

#### Request for Review

- 18.2 Any Person who receives a Remedial Order may by written notice request Council to review the Remedial Order by filing a written request for review of the Remedial Order by Council. The written request for review must be made within fourteen (14) days from the date upon which the Remedial Order was received by the Person. The written request for review must set out the reasons for the request. Within thirty (30) days of receiving the request for review, Council shall review the request and make a decision in writing.
- 18.3 Upon reviewing the written request and considering any information Council deems relevant, Council may, in its absolute discretion, do any or all of the following:
  - a. uphold the Remedial Order; or
  - b. vary, substitute or cancel the Remedial Order.
- 18.4 Council's decision shall be provided to the Person who made the request for review in writing.

#### SECTION 19 FIRE PROTECTION CHARGES

- 19.1 Fire Protection Charges are as set out in **Schedule "C"**, as may be amended by Council from time to time.
- 19.2 Upon the County issuing a Remedial Order, taking steps under Section 12.2 or upon any Fire Department providing Fire Protection Services to Property within or outside the County's boundaries, resulting in the County incurring fees, expenses or charges, the County may at its sole and absolute discretion charge any or all of the following Persons a Fire Protection Charge:



- a. the Person causing or contributing to the Fire; or
  - b. the Owner and/or Occupant of the Property which is the subject of the Order, upon which the Fire originated or to which Fire Protection Services were provided.
- 19.3 All Persons charged a Fire Protection Charge are jointly and severally responsible for payment of the Fire Protection Charge to the County.
- 19.4 Without limiting the foregoing, a Fire Protection Charge may be imposed on the Owner and/or Occupant of Property which is the subject of a False Alarm.
- 19.5 A Fire Protection Charge shall be paid within thirty (30) days of issuance of the Fire Protection Charge invoice by the County.
- 19.6 Collection of unpaid Fire Protection Charges may be undertaken by civil action in a court of competent jurisdiction and any civil action does not invalidate any lien which the County is entitled to place on the Property in respect of which the indebtedness is incurred.
- 19.7 The Owner of Property to which Fire Protection Services are provided is liable for all Fire Protection Charges incurred in relation to that Property and the County may add all unpaid Fire Protection Charges and interest charges accrued in relation to that Property to the tax roll of the Property in accordance with the *Municipal Government Act*.

#### **Request for Review**

- 19.8 Any Person who has had Fire Protection Charges imposed upon him/her pursuant to this Bylaw may request the review of the imposition of the Fire Protection Charges to Council by filing a written request for review of the Fire Protection Charge by Council. The written request for review must be made within fourteen (14) days from the date upon which the Person received the invoice for the Fire Protection Charge. The written request for review must set out the reasons for the request. Within thirty (30) days of receiving the request for review, Council shall review the request and make a decision in writing.
- 19.9 Upon reviewing the written request and considering any information Council deems relevant, Council may, in its absolute discretion, do any or all of the following:
- a. uphold the Fire Protection Charges;
  - b. modify, waive, or vary the Fire Protection Charges in whole or in part; and
  - c. set terms for payment of the Fire Protection Charges.
- 19.10 Council's decision shall be provided to the Person who made the request for review in writing.

#### **SECTION 20 PENALTIES**

- 20.1 Any Person who:
- a. violates any provision of this Bylaw;
  - b. violates any provision of a Fire Permit;
  - c. suffers or permits any act or thing to be done in contravention of or in violation of any provision of this Bylaw or a Fire Permit;
  - d. neglects to do or refrains from doing anything required to be done by the provisions of this Bylaw; or
  - e. does any act or thing or omits any act or thing, thus violating any provisions of this Bylaw, is guilty of an offence under this Bylaw and upon a conviction, is liable to a fine as set out in **Schedule "B"** attached hereto and forming a part of this Bylaw.
- 20.2 Any Person who is convicted of an offence pursuant to this Bylaw is liable on summary conviction to a fine not exceeding \$10,000.00 and in default of payment of any fine imposed, to a period of imprisonment not exceeding six (6) months.
- 20.3 The Specified Penalty payable in respect of a contravention of a provision of this Bylaw is the amount provided for in **Schedule "B"** of this Bylaw in respect of that provision.



- 20.4 Where a Person contravenes the same provision of this Bylaw two times within a twenty-four (24) month period, the Specified Penalty payable in respect of the second contravention shall be double the amount specified in **Schedule "B"**.
- 20.5 Where a Person contravenes the same provision of this Bylaw three or more times within a twenty four (24) month period, the Specified Penalty payable in respect of the subsequent contravention shall be four times the amount as specified in **Schedule "B"**.
- 20.6 This Section shall not prevent any Enforcement Officer from issuing a Violation Ticket requiring a court appearance of the defendant, pursuant to the provisions of the *Provincial Offences Procedures Act*, R.S.A. 2000 chapter P-24, or from laying an information in lieu of issuing a Violation Ticket.
- 20.7 The levying and payment of any fine or imprisonment for any period provided in this bylaw shall not relieve a Person from the necessity of paying any fees, charges or costs from which that Person is liable under the provisions of this Bylaw or any other bylaw.

## **SECTION 21 VIOLATION TICKETS**

- 21.1 Where an Enforcement Officer has reasonable belief that that a Person has contravened any provision of the Bylaw, the Enforcement Officer may commence proceedings against the Person by issuing a Violation Ticket.

## **SECTION 22 LIABILITY**

- 22.1 The County Manager, General Manager, Regional Fire Chief, Regional Deputy Fire Chief, District Chiefs, Fire Association District Chiefs, District Deputy Chiefs, Fire Association Deputy Chiefs, Officers, Members, Fire Guardians and Enforcement Officers are not liable for loss or damage caused by anything said or done or omitted to be done in good faith in the performance or intended performance of their functions, duties or powers under this Bylaw or any applicable legislation or bylaw.

## **SECTION 23 SEVERABILITY**

- 23.1 Each provision of this Bylaw is independent of all other provisions. If any provision of the Bylaw is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.

## **SECTION 24 STRICT LIABILITY**

- 24.1 It is the intention of Council that all Offences created by this bylaw be interpreted to be strict liability offences.

## **SECTION 25 INTERPRETATION**

- 25.1 Wherever the provisions of this Bylaw are or are deemed to be, at variance with each other, the more restrictive of the two provisions shall apply.
- 25.2 This Bylaw is intended to function and be interpreted in conjunction with the Policies.

## **SECTION 26 REPEAL OF BYLAWS**

- 26.1 Bylaws 2010-03, 2014-31, 2017-44 & 2018-07 are hereby rescinded up on the passing and signing of Bylaw 2019-06.

**SECTION 27 EFFECTIVE DATE**

27.1 This bylaw shall come into effect when it has received third and final reading.

**ARMSTRONG MOVED** first reading of Bylaw 2019-06 on February 5, 2019, a bylaw of Wheatland County for the purpose of establishing and operating a fire service, authorizing the prevention and control of fires and authorizing the imposition and recovery of related fees, expenses and charges

Carried.

**KLASSEN MOVED** second reading of Bylaw 2019-06 on April 2, 2019, as amended, a bylaw of Wheatland County for the purpose of establishing and operating a fire service, authorizing the prevention and control of fires and authorizing the imposition and recovery of related fees, expenses and charges

Carried.

**ARMSTRONG MOVED** third and final reading of Bylaw 2019-06 on April 2, 2019, as amended, a bylaw of Wheatland County for the purpose of establishing and operating a fire service, authorizing the prevention and control of fires and authorizing the imposition and recovery of related fees, expenses and charges

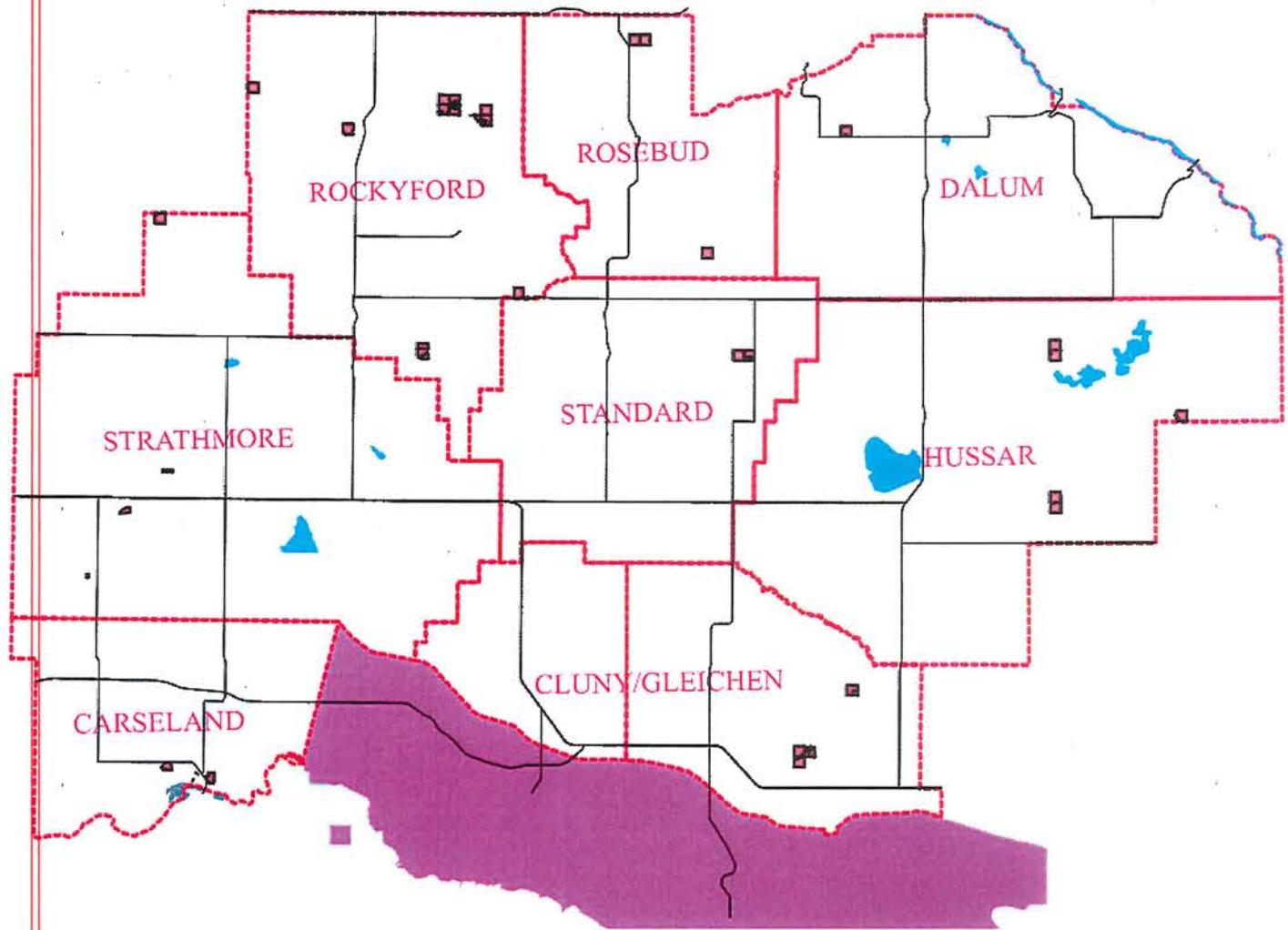
Carried.

REEVE

CHIEF ADMINISTRATIVE OFFICER



SCHEDULE "A"  
FIRE DISTRICT MAP



## SCHEDULE "B"

### SPECIFIED PENALTIES

SECTION	OFFENCE	MINIMUM PENALTY for First Offence
14.1(a)	Contravene any provision of this Bylaw where specified penalty is not listed	\$250
14.1(b)	Impede/obstruct/hinder any Member or Peace Officer	\$1,000
14.1(c)	Damage or destroy Fire Services Department property or Equipment	\$1,000
14.1(d)	Drive a vehicle over any Apparatus or Equipment	\$500
14.1(e)	Obstruct a Member from carrying out duties related to fire protection	\$1,000
14.1(f)	Cause, initiate, authorize or permit a False Alarm	\$250
14.1(g)	Falsely represent oneself as County Fire Services Member	\$500
14.1(h)	Obstruct access to roads/fire hydrant/etc. intended for fire protection	\$1,000
14.1(i)	Light an Outdoor Fire without permit	\$500
14.1(j)	Burn during a Fire Ban	\$1,000
14.1(k)	Owner permit an Outdoor Fire to be lit without permit	\$1,000
14.1(l)	Fail to report a Fire to the Fire Services Department	\$500
14.1(m)	Allow Fire to become a Running Fire / allow a Running Fire to pass from own property	\$500
14.1(n)	Fail to take precautions when burning	\$500
14.1(o)	Light a Fire when the weather conditions are conducive to creating a Running Fire	\$500
14.1(p)	Fail to take reasonable steps to control a Fire	\$1,000
14.1(q)	Deposit, discard or leave any burning matter or substance where it might ignite other materials and cause a Fire	\$500
14.1(r)	Conduct any activity that might reasonably be expected to cause a Fire	\$500
14.1(s)(i), (ii) & (iii)	Use a Fire to burn prohibited debris	\$1,000
14.1(t)	Allow Fire to impede visibility of vehicular traffic	\$500
14.1(u)	Allow any Fire to give off a dense smoke/odour or become a nuisance	\$500
14.1(v)	Light a Fire on County land without permission	\$500
14.1(w)	Provide false or misleading information when applying for a Fire Permit	\$500
14.1(x)	Light a fire other than in an approved fire pit in the Hamlets of Wheatland County	\$500
14.1(y)	Sell, possess or discharge Fireworks without appropriate permits and licensing for High Level Displays	\$500
14.1(z)	Possess, sell or store low level Fireworks without appropriate permits	\$500



## SCHEDULE "C"

### FIRE PROTECTION CHARGES AND FEES

<b>COST RECOVERY</b>	
Fee for demolishing premises	Cost of contractor to demolish and dispose of building remains
Fee for securing premises	Cost of contractor to secure building
Fee for removing or clearing combustible debris from property	Cost of County or contractor to clear or clean up debris
Fee to provide clearance around fire hydrant	Cost of County or contractor to remove obstruction
<b>FALSE FIRE PANEL ALARMS</b>	
First false alarm	No charge
Second false alarm	\$250.00
Three or more false alarms	\$500.00/alarm
Fee for standby time (waiting for reference to arrive over the specified time)	\$250.00 per hr after the time specified of 30 minutes

### FEE SCHEDULE FIRE PROTECTION CHARGES

#### Within Wheatland County corporate limits:

Fees shall be in accordance with Alberta Transportation Rates as amended from time to time for apparatus and on a cost recovery basis for consumables plus five (5) percent.

#### Outside Wheatland County corporate limits:

Fees shall be in accordance with current Mutual Aid agreements. If no agreement is in place for the area of operations, fees shall be in accordance with Alberta Transportation Rates as amended from time to time for apparatus and on a cost recovery basis for consumables plus five (5) percent.

## SCHEDULE "D"

### LEVEL OF SERVICE

#### 1. Policy Statement:

- 1.1 Wheatland County maintains a Fire Protection Service to provide for the safety of its residents and visitors and the protection of property within the County.
- 1.2 The County will provide basic exterior fire suppression only, except by Fire Departments or Members who are properly trained for interior attack.
- 1.3 Notwithstanding anything contained within these Level of Service guidelines, due to the vast geographical area of the County and due to the nature of the Volunteer Fire Protection Service, the County cannot guarantee a specific response time for any Incident because distances from Fire Halls to the location of any Incident vary and the first Fire Department called may not be able to respond or may be delayed in its response. As a result, County residents may have to wait a substantial amount of time for a Fire Department to arrive at any particular Incident.
- 1.4 Hamlet and other water systems are not guaranteed to provide ULC hydrant fire flows. However, the Fire Departments may use available hydrants to augment on truck water supplies to the extent possible.
- 1.5 Notwithstanding anything contained within these Level of Service guidelines, extenuating circumstances may result in a variation of Level of Service in any Fire District with respect to response to any particular Incident including but not limited to environmental factors, obstructions, remote or isolated properties, private roadways, hazardous or unsafe conditions at the Incident or encountered while enroute to the Incident, impeded access, topographic or geographic configurations of land and the amount of and available Members and equipment and other resources available to respond to any particular Incident.
- 1.6 For the purpose of this Level of Service, the following terms have the following meaning:

#### Response Levels:

- a) **Awareness level:** Firefighters will recognize risks and hazards, secure the area and call for trained assistance.
- b) **Operations level:** Firefighters will take defensive action to contain and control the incident and seek assistance from outside agencies equipped to mitigate the incident.
- c) **Technician level:** Firefighters will initiate offensive action to bring the incident under control and to an end.

#### Levels of Service

- a) **Basic Exterior** response means:

Non-Structural Fire: Fire Departments shall operate at an **Technician Level** at non-structural fires including but not limited to: vehicle fires, outbuildings and other non-structural fires unless there are special circumstances which exceed the Fire Department's training and certification in which case, the Fire Department shall operate at the **Response Level** that the Firefighters are trained and certified for.

- b) **Advanced Interior** response means:

Offensive Attack (Structural): Interior structural firefighting will be only be performed where there is sufficient man power, training, equipment, and water supply on scene to safely carry out such duties as ventilation, search and rescue, fire attack, and salvage and overhaul. The Fire Department shall operate at the Response Level that the Firefighters are trained and certified for.



c) **Grassland Wildfire** response means:

Grassland fire suppression using water, foam, back burning and other equipment as required. The Fire Departments shall operate at a **Technician Level**.

d) **Medical First Response** means:

When Dispatch identifies the need for a Fire Department response, the Fire Departments shall provide medical first response to outside medical agencies (AHS).

At a medical emergency, the Fire Departments shall operate at an **Awareness Level**, no greater than basic life support at the Standard First Aid or Emergency Medical Responder level (EMR).

Fire Departments shall not transport patients.

e) **Motor Vehicle Response** means:

any or all of the following:

- i. Scene stabilization
- ii. Vehicle stabilization
- iii. Extrication of patients
- iv. Patient care of persons involved
- v. Traffic management
- vi. Landing Stars Air Ambulance
- vii. Fire Suppression

Fire Departments shall provide motor vehicle response at a **Technician Level** with the exception of Medical First Response which shall be performed at an **Awareness Level**.

f) **Rescue Response** means:

Motor Vehicle Collisions: Vehicle Extrication including safe removal of trapped or pinned occupants of motor vehicle collisions using hand, air, electric, edraulic or hydraulic operated extrication tools. Fire Departments shall provide motor vehicle collision (MVC) rescue at a **Technician Level**.

All other rescue response shall be performed at either an **Awareness Level** or an **Operations Level**, depending on the level of Fire Department training and certification.

- 1.7 Subject to Paragraph 1.5, the County will use reasonable efforts to provide the following levels of service to the Fire Districts:

<u>Fire District</u>	<u>Level of Service</u>
Carseland	Basic Exterior, Non-Structural, Medical First Response, Motor Vehicle Response, Rescue Response, Grassland Wild Fires
Cluny	Basic Exterior, Non-Structural, Medical First Response, Motor Vehicle Response, Rescue Response, Grassland Wild Fires
Dalum	Basic Exterior, Non-Structural, Medical First Response, Motor Vehicle Response, Rescue Response, Grassland Wild Fires
Gleichen	Basic Exterior, Non-Structural, Medical First Response, Motor Vehicle Response, Rescue Response, Grassland Wild Fires
Hussar	Basic Exterior, Non-Structural, Medical First Response, Motor

Vehicle Response, Rescue  
Response, Grassland Wild Fires

**Rockyford**

Basic Exterior, Non-Structural,  
Medical First Response, Motor  
Vehicle Response, Rescue  
Response, Grassland Wild Fires

**Rosebud**

Basic Exterior, Non-Structural,  
Medical First Response, Motor  
Vehicle Response, Rescue  
Response, Grassland Wild Fires

**Standard**

Basic Exterior, Non-Structural,  
Medical First Response, Motor  
Vehicle Response, Rescue  
Response, Grassland Wild Fires

**Wheatland West**

Basic Exterior, Non-Structural,  
Medical First Response, Motor  
Vehicle Response, Rescue  
Response, Grassland Wild Fires