



BYLAW NO. 20-858 of the Municipal District of Greenview No. 16

A Bylaw of the Municipal District of Greenview #16 (Greenview), in the Province of Alberta, to establish and operate a Fire-Rescue Services, authorize the prevention and control of fires, rescue services, and authorize the recovery of related fees, expenses, and charges.

Whereas, the *Municipal Government Act*, R.S.A 2000, Chapter M-26 provides that a council of a municipality may pass bylaws for municipal purposes respecting the following matters:

- A) The safety, health and welfare of people, and the protection of people and property;
- B) Services provided by or on behalf of the municipality; and
- C) The enforcement of bylaws;

Whereas, the *Municipal Government Act* further provides that a municipality may impose a system of licences, permits or approvals and may collect, pursuant to a bylaw, costs and expenses incurred by the municipality for extinguishing fires;

Whereas, the *Forest and Prairie Protection Act*, R.S.A 2000, Chapter F-19 provides that a council of a municipal district is responsible for fighting and controlling all fires within the boundaries of the municipal district (see Schedule 'C'), other than areas contained in a forest protection area;

Whereas, Council wishes to establish a fire-rescue service within Greenview and provide for the efficient operation of such a service; and

Whereas, Council wishes to provide for the prevention, regulation and control of the lighting of fires within Greenview;

Therefore, the Council of the M.D of Greenview No. 16, duly assembled, enacts as follows:

1. Title and Interpretation

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

1.2 In the event that any provision of this bylaw is inconsistent with any provincial or federal legislation, the provincial or federal legislation shall prevail.

2. Definitions

2.1 **CAO** means the Chief Administrative Officer of the Municipal District of Greenview No. 16.

2.2 **Council** means the Council for the M.D. of Greenview No. 16, duly elected.

2.3 **Dangerous Goods** means any product, substance, or organism specified in the regulations, or included by its nature, in any of the classes listed in the regulations under the *Dangerous Goods Transportation and Handling Act*, R.S.A 2000, Chapter D-4.

- 2.4 **Emergency Incident** means a fire or medical situation where a fire or explosion is imminent, or any other situation presenting a danger or possible danger to life, property, or the environment, and to which the Fire-Rescue Services has responded.
- 2.5 **Enforcement Officer** means a Community Enforcement Officer appointed by the Solicitor General of Alberta in accordance with the *Peace Officers Act*, R.S.A. 2006, Chapter P-3.5, and includes a member of the RCMP.
- 2.6 **Environmental Protections and Enhancement Act** means the regulatory requirements for air, water, land, and biodiversity management. It supports and promotes protection, enhancement, and wise use of the environment in *Environmental Protection and Enhancement Act*, R.S.A 2000, Chapter E-12.
- 2.7 **Equipment** means any tools, devices, materials, or supplies used by or for the Fire-Rescue Services to respond to an emergency incident.
- 2.8 **False Alarm** means any notification, by whatever means received, to the Fire-Rescue Services respecting the existence of a condition, circumstance, fire, or other event containing an imminent, danger to persons or property, wherein such condition, circumstances, fire, or other event does not exist.
- 2.9 **Fire Ban** means an order issued by the Minister responsible for the *Forest and Prairie Protection Act*, or an order issued pursuant to this bylaw, for the purposes of cancelling all fire permits, prohibiting the lighting of, and requiring the extinguishment of all fires within Greenview.
- 2.10 **Fire Permit** means a permit issued for all fires in the Forest Protection Area.
- 2.11 **Fire-Rescue Services** means the department as established by Council and organized by Greenview consisting of all persons appointed or recruited to the various positions within the Fire-Rescue Services, including all members.
- 2.12 **Fire-Rescue Services Property** means all real and personal property owned or controlled by Greenview and designated for use by the Fire-Rescue Services, including, but not limited to apparatus, equipment, and fire stations.
- 2.13 **Fire Hazard** means combustible and flammable material that, through its nature, location, condition, arrangement, or any combination of these factors, may be ignited, and if ignited, could create a burning hazard.
- 2.14 **Fire Protection** means all of the services enumerated in this bylaw and includes any other service delivered by Fire-Rescue Services that is authorized by Council.
- 2.15 **Fire Protection Charges** means all costs incurred by or for the Fire-Rescue Services in providing fire protection both within and outside Greenview's boundaries.
- 2.16 **Fireworks** means the fireworks listed in Class 7, Division 1, and Class 7, Division 2, Subdivision 1 and 2 in Section 14 of the Explosives Regulations (Canada) and Section 5.2 of the Alberta Fire Code.

- 2.17 **Forest and Prairie Protection Act** means the protection of the forests and prairies of Alberta from wildfire. It established the Fire Season and enables cost recovery and fire control orders. It identifies firefighting responsibilities and describes the authority of forest officers and fire guardians in *Forest and Prairie Protection Act, R.S.A 2000, Chapter F-19*.
- 2.18 **Greenview** means the Municipal District of Greenview No. 16.
- 2.19 **Member** means any person who is duly appointed as a member of the Fire-Rescue Services and includes the Regional Fire Chief.
- 2.20 **Member in Charge** means the Regional Fire Chief, or in the absence of the Regional Fire Chief, the highest-ranking member who first arrives at the scene of an emergency incident.
- 2.21 **Owner** means the person or persons listed on title as the registered owner of property at the Land Titles Office.
- 2.22 **Person** means any individual, firm, partnership, association, or corporation.
- 2.23 **Recreational Fires** means fire confined within a non-combustible structure or container, that is lit for the purpose of cooking, obtaining warmth, or viewing pleasure and is fueled solely by dry wood, charcoal, natural gas, or propane.
- 2.24 **SOG** means Standard Operating Guidelines.
- 2.25 **Violation Ticket** means a violation ticket issued for an offence committed against any of the provisions of this bylaw under Part 2 of the *Provincial Offences Procedures Act, R.S.A 2000, Chapter P-34*.

3. Establishment and Purpose of Fire-Rescue Services

3.1 Greenview's Fire-Rescue Services is hereby established for the purpose of:

- A) Preventing and extinguishing structural, vehicle, and wildland fires;
- B) Preserving life, property, and the environment, and protecting persons and property from injury or destruction by fire;
- C) Reporting and investigating the cause and origin of fires pursuant to the SOGs and the *Safety Codes Act R.S.A. 2000, Chapter S-1*;
- D) Emergency medical co-response;
- E) Providing rescue services, these may include specialized and technical rescue (water rescue, rope rescue) dependant on the availability of the necessary equipment and trained personnel;
- F) Mitigating, combating, and controlling emergency incidents;
- G) Purchasing and operating Apparatus and Equipment for extinguishing fires, rescue, preserving life, property, and the environment;
- H) Preventing prairie or running fires and enforcing the provisions of the *Forest Prairie and Protection Act*;
- I) Fulfilling the requirements of any mutual aid, memorandum of agreement, contract with other municipalities and agencies;
- J) Leading and directing emergency management (Regional Fire Chief is DEM)
- K) Providing public education and information regarding fire and life safety;

- L) Education, training or other member development;
- M) Enforcing this Bylaw and any other applicable bylaws and policies of Greenview and any applicable enactments;
- N) Mitigating emergency incidents involving Dangerous Goods (DG), more complex and technical DG incidents may require assistance from partnered fire services with technical hazardous materials personnel; and
- O) Otherwise providing emergency services as required.

In accordance with Greenview Fire-Rescue Services Level of Service, policies, and Standard Operating Guidelines (SOGs) established by Greenview from time to time and all applicable legislation and regulation.

4. Authority and Responsibility of the Fire Chief

4.1 The Regional Fire Chief shall be responsible for leading and maintaining the overall delivery of emergency services and fire protection by Greenview Fire-Rescue Services, subject to:

- A) The *Safety Codes Act*,
- B) This bylaw;
- C) Greenview Fire-Rescue Services – Level of Service
- D) Greenview Fire-Rescue Services – SOGs.
- E) All applicable Greenview policies;
- F) The direction of the CAO or designate; and
- G) Any agreements and contracts Greenview has with other municipalities or other entities, however constituted, that provide emergency services and fire protection in Greenview.

4.2 The Regional Fire Chief may prescribe rules, regulations and policies for the ongoing organization, administration, and day to day operation of Fire-Rescue Services, including:

- A) Use, care, maintenance, and protection of Fire-Rescue Services property;
- B) The appointment, recruitment, conduct, discipline, duties, training, and responsibilities of all Members; and
- C) The efficient operation of Fire-Rescue Services; and may perform such other functions and have other powers and responsibilities that the CAO or designate may prescribe.

4.3 The Regional Fire Chief is responsible for Fire Protection as required pursuant to the *Safety Codes Act*.

4.4 The Regional Fire Chief may, subject to ratification by Council, negotiate and enter into agreements with the Province of Alberta, other municipalities, or entities, however constituted, for the purchase, joint use, control and management of Fire-Rescue Services Property, and for the purpose of providing emergency services and Fire Protection within or outside of Greenview.

4.5 The Regional Fire Chief is authorized to delegate, and to authorize further delegations of any powers, duties and functions delegated to the Regional Deputy Fire Chief(s) by Council under this Bylaw.

5. Authority and Responsibility of Members

5.1 Members are responsible to the Regional Fire Chief or designate in the performance of their duties and responsibilities pursuant to this Bylaw and applicable policies of Greenview.

6. Authority and Responsibility of Member in Charge

6.1 The Member in Charge at an emergency incident shall have control, direction and management of all apparatus, equipment and manpower assigned to that emergency incident and shall continue to act as the Member in Charge until relieved by another Member authorized to do so.

6.2 The Member in Charge shall take action as deemed necessary for preserving life and property and protecting persons and property from injury or destruction by fire or any emergency and is authorized to:

- A) Enter, pass through or over buildings, structures, or property whether adjacent or in proximity to an emergency incident and to cause Members or Apparatus to enter or pass through or over the building, structure, or property without permission;
- B) Establish boundaries and/or limits and keep persons from entering the area within the prescribed boundaries or limits unless authorized to enter by the Member in Charge;
- C) Request Enforcement Officers to enforce restrictions on persons entering within the boundaries and/or limits outlined in Section 14.1;
- D) Cause a building, structure, or thing to be pulled down, demolished or otherwise removed;
- E) Secure Greenview manpower and equipment that is considered necessary to deal with an Emergency Incident;
- F) Secure and/or commandeer privately owned equipment that is considered necessary to deal with an Emergency Incident and authorize payment for use of the equipment;
- G) Require any adult person who is not a Member, to assist in:
 - i. Extinguishing a fire or preventing the spread thereof;
 - ii. Removing furniture, goods and merchandise from any building or structure on fire or in danger thereof and in guarding and securing same; and
 - iii. Demolishing a building or structure at or near the fire or other emergency incident.

7. Fire Prevention

7.1 The Fire Chief may establish a fire prevention program within Greenview, including but not limited to:

- A) Preventative fire and life safety inspections of properties or structures within Greenview in accordance with the Quality Management Plan approved by the Safety Codes Council,
- B) Review of designs, plans, specifications and processes to ensure conformance with the Safety Codes Act as amended from time to time,
- C) Preparation of pre-fire plans for high and medium hazard occupancies,
- D) Dissemination of fire prevention information to the general public.

7.2 Greenview Fire-Rescue Services, subject to the direction and control of Council, may enter into agreements with other municipalities to provide fire inspection services.

7.3 Council, may by resolution, restrict the lighting of fires within Greenview including, but not limited to, open burning, the discharge of fireworks, the use of burning barrels and the use of all wood and briquette fires for cooking or warmth purposes.

8. Fire Investigations

8.1 The Fire Chief or designate may investigate the cause, origin, and circumstances of every fire within Greenview (defined jurisdiction) in accordance with the Quality Management Plan approved by the Safety Codes Council.

8.2 If the person investigating an incident has information that indicates a fire is or may be of an incendiary origin or has resulted in serious injury and/or loss of life, the RCMP are to be advised immediately of the incident.

8.3 Greenview Fire-Rescue Services, subject to the direction of Council, may enter into agreements with other municipalities to provide fire investigation services.

9. Fire Bans

9.1 The Regional Fire Chief may from time to time, prohibit all fires within Greenview (see Schedule 'C') or a portion of Greenview when the Regional Fire Chief determines that the prevailing environmental conditions may give rise to an increased risk of fire or increased risk of a fire running out of control.

9.2 A Fire Ban imposed pursuant to this Bylaw shall remain in force until either the date provided in the notice of the Fire Ban or until such time the Regional Fire Chief provides notice to the public that the Fire Ban is no longer in effect.

9.3 Notice of a Fire Ban shall be provided to the public. Notice may be in the form of signage, through a public service message on the local radio stations, or by any means, that the Regional Fire Chief determines is appropriate for the purpose of informing the public of the Fire Ban.

9.4 When a Fire Ban is in place, Individuals will:

- A) Not Ignite a fire
- B) Immediately extinguish any fire lit once the person knows or ought reasonably to know of the Fire Ban; or
- C) Not sell, purchase, possess, handle, discharge, fire or set off Fireworks within Greenview.

10. Fire and Dangerous Goods Emergency Incident Reporting Requirements

10.1 The Owner or authorized agent of any property damaged by fire must immediately report the particulars of the fire to Greenview Fire-Rescue Services in the manner and form prescribed by and to the satisfaction of the Regional Fire Chief.

10.2 The Owner or authorized agent of any property containing Dangerous Goods that sustains an accidental or unplanned release of the Dangerous Goods must immediately report the particulars of

the release to Greenview Fire-Rescue Services in the manner and form prescribed by and to the satisfaction of the Regional Fire Chief.

11. Fire Protection Charges

11.1 When Greenview Fire-Rescue Services has extinguished a fire within or outside Greenview for the purpose of preserving life, property, and the environment from injury or destruction, the Regional Fire Chief may after consultation with the CAO or designate, charge any costs (see Schedule 'A') incurred by Greenview Fire-Rescue Services in taking such action to

- A) the person or persons causing or contributing to the fire; or
- B) the Owner or occupant of the parcel of land;

and all persons charged are jointly and severally liable for payment of the Fire Protection Charges to Greenview.

11.2 When Greenview Fire-Rescue Services has responded to a highway/roadway involving fire, vehicle entrapment or a Dangerous Goods incident within or outside Greenview for the purpose of preserving life, property, and the environment from injury or destruction, the Regional Fire Chief may charge any costs (see Schedule 'A') incurred by Greenview Fire-Rescue Services in taking such action to

- A) the person or persons causing or contributing to the incident; or
- B) the Owner or occupant of any vehicle, goods, or equipment;

and all persons charged are jointly and severally liable for payment of the Fire Protection Charges to Greenview.

11.3 Fire Protection Charges shall be paid within thirty (30) days of receipt. Collection of unpaid Fire Protection Charges and all other charges for emergency service may be undertaken by civil action in a court of competent jurisdiction, and any civil action does not invalidate any lien which Greenview is entitled to on the parcel of land in respect of which the indebtedness is incurred.

11.4 Without limiting sub-section 11.1, the Owner of a parcel of land within Greenview is liable for Fire Protection Charges incurred in relation to Greenview Fire-Rescue Services extinguishing fires on that parcel and Greenview may add to the tax roll of the parcel of land all unpaid Fire Protection Charges. This will form a special lien against the parcel of land in favour of Greenview from the date the amount is added to the tax roll.

11.5 Notwithstanding the provisions of sub-sections 11.1, 11.2, and 11.3, Greenview may elect to recover Fire Protection Charges from person(s) responsible for those charges pursuant to the *Forest and Prairie Protection Act*.

- A) Inspection and Enforcement
- B) Offences
- C) Violation Tickets
- D) Voluntary Payment
- E) Severability

12. Safety Codes

- 12.1 When certain conditions exist that constitutes a fire hazard, Fire and Rescue Services may, pursuant to the *National Fire Code Alberta Edition*, order the owner or occupier to reduce or remove the fire hazard within a specified time frame.
- 12.2 When the order is issued under this section, and the owner or occupier fails to carry out the order within the time specified, Fire and Rescue Services may take whatever action is necessary pursuant to the *Alberta Fire Code* to ensure compliance with the order.

13. Inspection and Enforcement

- 13.1 Where a parcel of land does not comply with this Bylaw and/or a person contravenes this Bylaw, Greenview may pursue its enforcement alternatives in accordance with this Bylaw, any enactment and/or any common law right, including issuing an order to remedy contraventions or dangers, remedying contraventions or dangers by Greenview, adding amounts to tax rolls pursuant to Municipal Government Act (MGA), Section 553 (1) and pursuing injunctions contained within the MGA.

14. Offences

- 14.1 No person shall:

- A) Contravene any provision of this Bylaw;
- B) Damage or destroy Fire-Rescue Services Property;
- C) Falsely represent themselves as a Member;
- D) Obstruct or otherwise interfere with access by the Fire-Rescue Services or Fire-Rescue Services Property to:
 - i. The scene of an Emergency Incident;
 - ii. A fire hydrant, cistern or other body of water designated for firefighting purposes; or
 - iii. To connections to fire mains, standpipes, or sprinkler systems.
- E) Cross any boundaries or limits established by the Fire-Rescue Services in accordance with this Bylaw, without the express authorization of the Member in Charge;
- F) Cause or permit a Burning Hazard or fire hazard to exist on a parcel of land;
- G) Deposit, discard or abandon any burning matter or substance so as to create a Burning Hazard;
- H) Light a fire or cause a fire to be lit during a Fire Ban;
- I) Light a fire on any land not personally owned without the written consent of the Owner of the land;
- J) Permit a fire lit by that person to pass from their own land to the land of another person;
- K) Light a fire without first taking sufficient precautions to ensure that the fire can be kept under control at all times;
- L) Conduct any activity that might reasonably be expected to cause a fire unless that person exercises reasonable care to prevent a fire from occurring;
- M) Conduct any activity that involves the use of a fire, where smoke produced by the fire may impede the visibility of vehicular and pedestrian traffic on any road or highway;
- N) Light a fire on lands owned the Forest Protection Area without a provincial Fire Permit between March 1 and October 31.

- O) Impede, obstruct, or otherwise hinder a Member of Fire-Rescue Services or Enforcement Officer in carrying out their duties under this Bylaw or related legislation; or
- P) Impede, obstruct, or otherwise hinder access to property or Equipment required for use by a member of Fire-Rescue Services or Enforcement Officer in carrying out their duties under this Bylaw or related legislation.

15. Offence Committed

15.1 A person who contravenes or fails to comply with any provision of this Bylaw is guilty of an offence and is liable to a fine in an amount not less than \$250.00 and not more than \$2,500. No person found guilty of an offence under this Bylaw is liable to imprisonment.

16. Violation Tickets

16.1 An Enforcement Officer is authorized and empowered to immediately issue a violation ticket pursuant to the *Provincial Offences Procedure Act* to any person that the Enforcement Officer has reasonable grounds to believe has contravened any provision of this Bylaw.

16.2 If a Violation Ticket is issued in respect of an offence, the Violation Ticket may:

- A) Specify the fine amount established by this Bylaw for the offence; or
- B) Require a person to appear in court; or
- C) Make a voluntary payment as per 18.1.

17. Voluntary Payment

17.1 A person who commits an offence may:

- A) If the Violation Ticket is issued in respect of the offence; and
- B) If the Violation Ticket specifies the fine amount established by this Bylaw for the offence;

make a voluntary payment by submitting to a Clerk of the Provincial Court, on or before the initial appearance date indicated on the Violation Ticket, the specified penalty set out on the Violation Ticket.

18. Severability and Effect

18.1 In the event that any provision of this bylaw is found to be invalid by a court of competent jurisdiction, that provision shall be severed, and the remainder of the bylaw shall remain valid and enforceable.

18.2 Bylaw 10-624 "Municipal Emergency Services" and Grande Cache Bylaw 699 "Fire/Rescue Department" and all amendments thereto are hereby repealed.


19. This Bylaw shall come into force and effect upon the day of final passing.

Read a first time this 13th day of October, 2020.

Read a second time this 14th day of December, 2020.

Read a third time and passed this 11th day of May, 2021.


REEVE


CHIEF ADMINISTRATIVE OFFICER

Schedule 'A'
Fire Protection Charges
(if deemed necessary)

1. Response to Fire Incidents

- | | |
|----------------------------------|------------------|
| a. Within the M.D. of Greenview | \$600.00/hr/unit |
| b. Outside the M.D. of Greenview | \$600.00/hr/unit |

2. Response to Motor Vehicle Collision (MVC), Rescue and Dangerous Goods Incidents:

- | | |
|----------------------------------|--------------------------------|
| a. Within the M.D. of Greenview | \$600.00/hr/unit |
| b. Outside the M.D. of Greenview | \$600.00/hr/unit |
| c. Provincial Highways | As per AB Transportation rates |

NOTE: Administrative costs and the cost for replacement of equipment and/or materials used, lost, or damaged because of the response are charged in addition to the above.

Schedule 'B'
Violation Tickets
(if deemed necessary)

A notice of Form (commonly called a Violation Ticket) may be issued by a Peace Officer to any person charged with a breach of any provisions of this Bylaw and the hereto mentioned Acts shall apply in regards to the payment. Section

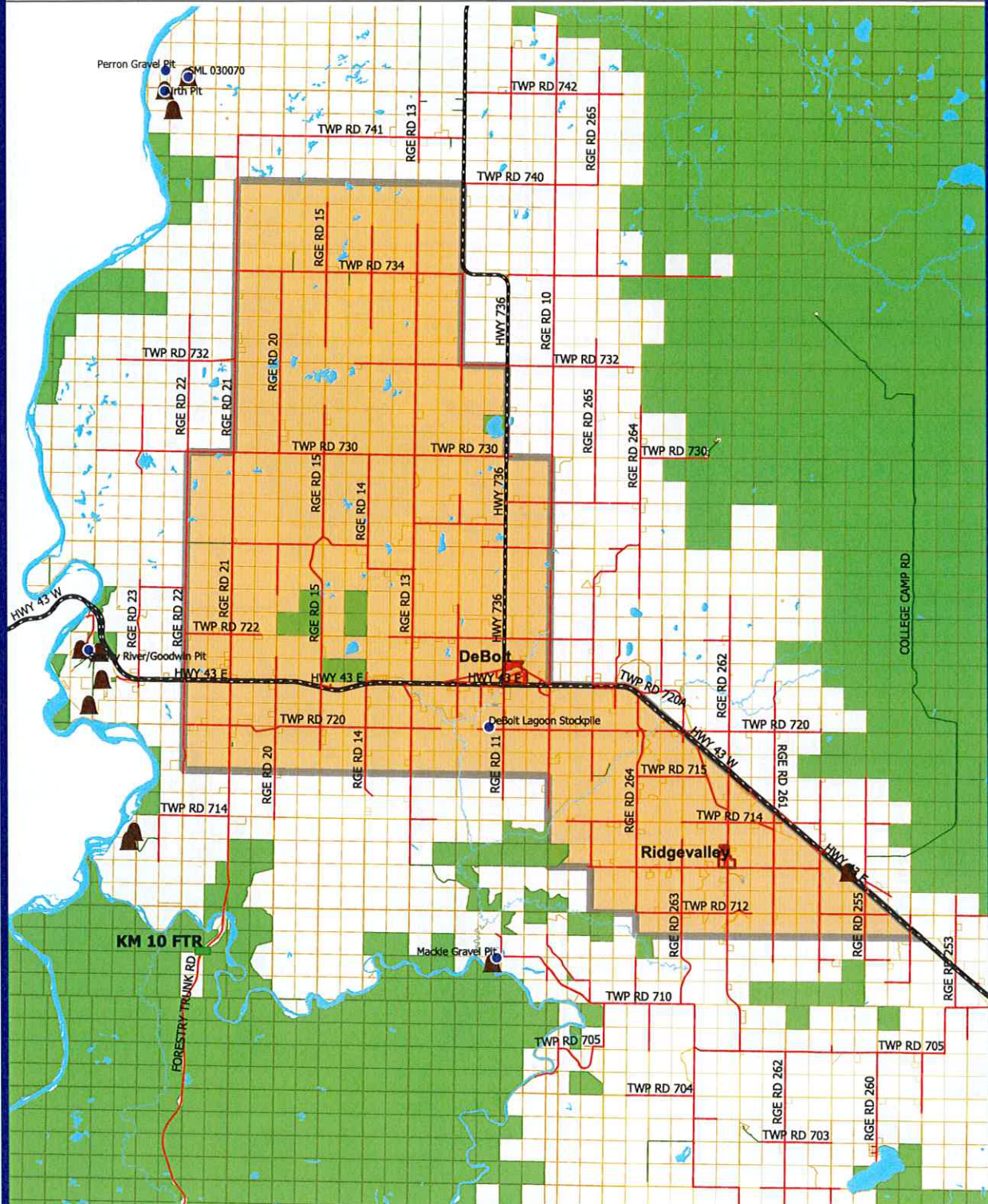
Charge	First Offence	Second Offence	Third Offence
Either directly or indirectly, ignite a fire and let it become a running fire on any property or allow a running fire to pass from his/her property to another property.	\$ 500	\$ 1,000	\$ 5,000
Light an outdoor fire, structure fire, incinerator fire, or smudge fire without first taking sufficient precautions to ensure that the fire can be kept under control at all times.	\$ 500	\$ 1,000	\$ 5,000
Light an outdoor fire, structure fire, incinerator fire, smudge fire, barbecue/fire pit, or portable appliance not fueled by propane or natural gas during an applicable municipal and/or a provincial fire ban.	\$ 500	\$ 1,000	\$ 5,000
Obstruct a Peace Officer, fire guardian, member of the Fire Chief's office or firefighters in the performance of their duties.	\$ 500	\$ 1,000	\$ 5,000
Light any fire that contains prohibited debris that results in the release to the atmosphere of dense smoke, offensive odors, or a substance, and the release of which is regulated, prohibited or controlled by the <i>Environmental Protection and Enhancement Act</i> .	\$ 500	\$ 1,000	\$ 5,000
Damage, destroy, or unlawfully remove apparatus or equipment belonging to the Fire Service.	\$ 500	\$ 1,000	\$ 5,000
Obstruct a member or any person from carrying out duties imposed by this Bylaw or by the Fire Chief or designate, or an Incident Commander.	\$ 500	\$ 1,000	\$ 5,000
Falsely represent themselves as a member of the Fire Service or wear or display a badge, cap, button, insignia, or other paraphernalia for the purpose of such false representation.	\$ 500	\$ 1,000	\$ 5,000
Obstruct or otherwise interfere with access roads or streets or other approaches to an Incident or emergency scene, fire alarm, fire hydrant, cistern or body of water that may be required for firefighting purposes.	\$ 500	\$ 1,000	\$ 5,000



Schedule 'C'

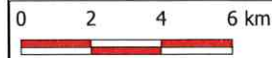
Non Permit Fire Protection Area - DeBolt

UTM Zone 11 NAD83
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Date: May-19-2021



Legend

- | | | |
|--------------------|-----------------------|----------------------|
| NonPermit_FP_Areas | Roads by Jurisdiction | Crown Land |
| Hamlet Boundaries | MUNICIPAL | Cadastre |
| Gravel Pits ALL | PRIVATE | Municipal Boundaries |
| GREENVIEW | PROVINCIAL | |
| PRIVATE | FTR Km Markers | |
| | Hydro Line | |
| | Hydro Area | |



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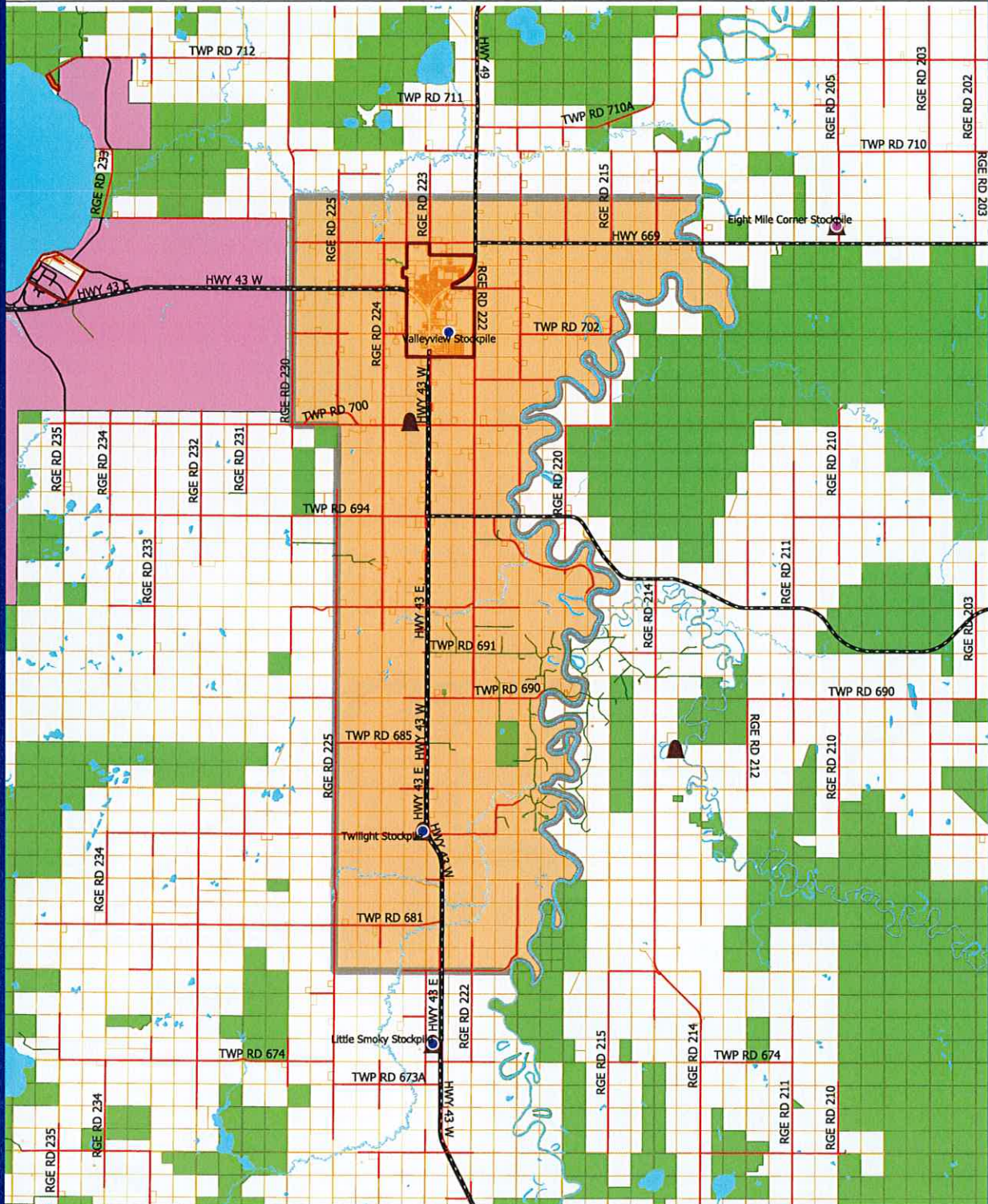


Non Permit Fire Protection Area - Valleyview

UTM Zone 11 NAD83

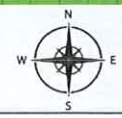
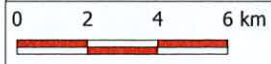
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Date: May-19-2021



Legend

- NonPermit_FP_Areas
- Town of Valleyview
- Hamlet Boundaries
- Gravel Pits ALL
- GREENVIEW
- PROVINCIAL
- Roads by Jurisdiction
- INDIAN RESERVES
- MUNICIPAL
- PRIVATE
- PROVINCIAL
- Hydro Line
- Hydro Area
- Indian Reserves
- Crown Land
- Cadastre
- Municipal Boundaries



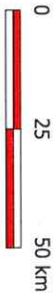
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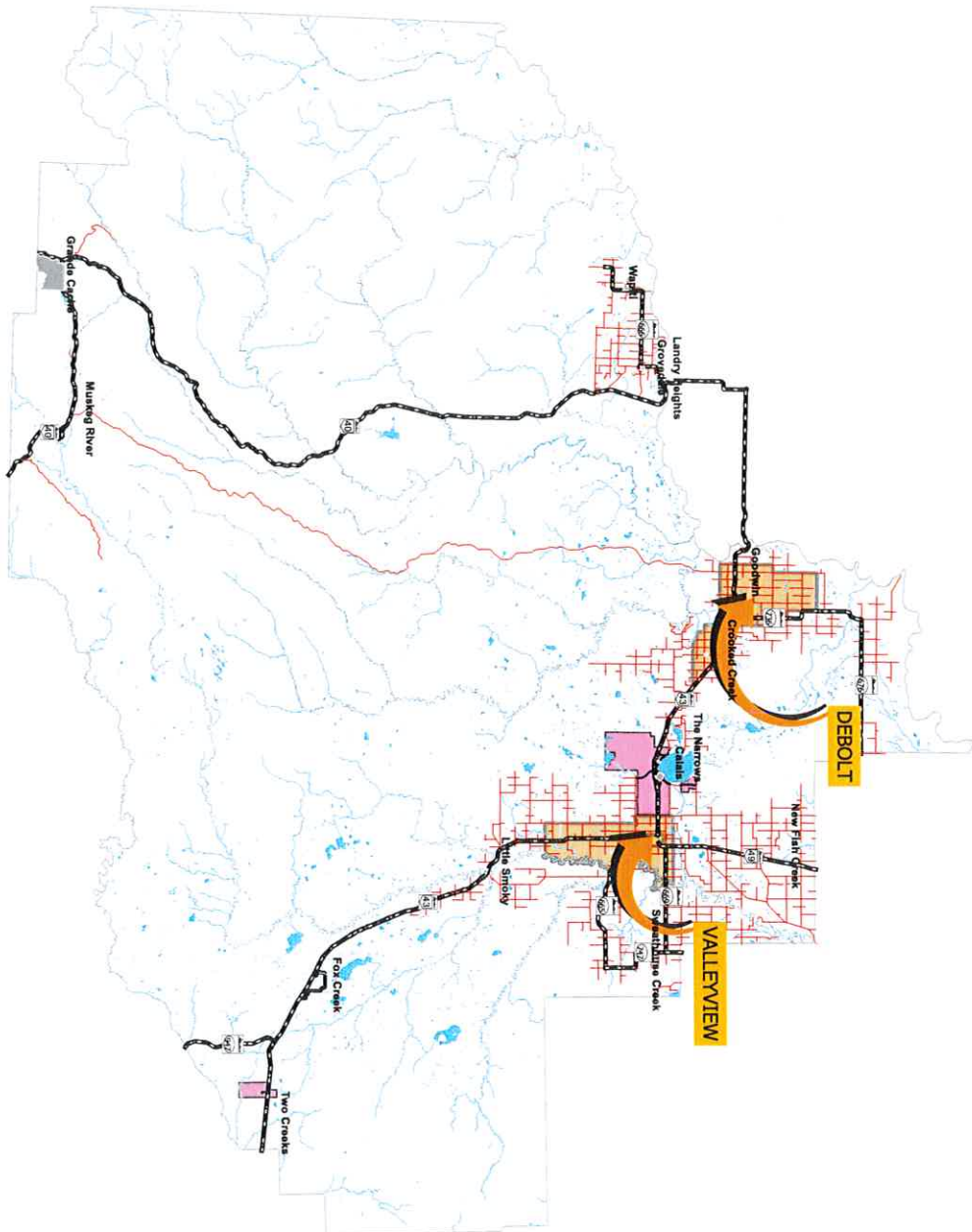
Non Permit Fire Protection Areas - MD of Greenview



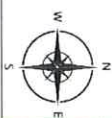
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Date: 05/19/2021



- ### Legend
- NonPermit_FP_Areas
 - Roads by Jurisdiction
 - INDIAN RESERVES
 - MUNICIPAL
 - PROVINCIAL
 - Municipal Boundary Mask
 - Hydro Line
 - Hydro Area
 - Indian Reserves
 - Town of Valleview
 - Town of Fox Creek
 - MD of Greenview



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