

## **BYLAW NO. 2020/15**

### **BEING A BYLAW OF THE TOWN OF ROCKY MOUNTAIN HOUSE, IN THE PROVINCE OF ALBERTA, ENACTED FOR THE PURPOSE OF ESTABLISHING AND OPERATING FIRE RESCUE SERVICES AND FOR FIRE CONTROL**

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**WHEREAS** the Town of Rocky Mountain House desires to establish and operate a fire service within the Town to provide for efficient operation of emergency and non-emergency services;

**WHEREAS** the *Municipal Government Act*, R.S.A. 2000 Chapter M-26, as amended, provides that a Council may pass a Bylaw for the safety, health and welfare of people and the protection of people and property;

**WHEREAS** the *Municipal Government Act* provides for a municipality to take whatever actions or measures necessary to eliminate an emergency, with provisions for the recovery of costs or expenses of the actions and measures amount owing to the municipality by the person who caused the emergency;

**WHEREAS** Town of Rocky Mountain House is an accredited municipality under the *Safety Codes Act* in the Fire discipline, and as such is empowered for requisite inspections, investigations and enforcement of the *Act*;

**WHEREAS** Town of Rocky Mountain House deems it necessary to be notified of open air burning within the Town;

**WHEREAS** the *Environmental Protection and Enhancement Act* provides for the regulation of substance release;

**WHEREAS** the *Municipal Government Act* provides for a municipality to provide services in another municipality by an agreement;

**WHEREAS** the Town of Rocky Mountain House has an agreement with Clearwater County and the Village of Caroline that establishes the Regional Fire Rescue Service for the purpose of providing fire and rescue services within the Town.

**NOW THEREFORE**, upon compliance with the relevant requirements of the *Municipal Government Act*, the Council of the Town of Rocky Mountain House, Province of Alberta, duly assembled, enacts as follows:

#### **1. TITLE**

- 1.1 This Bylaw may be cited as "**Town of Rocky Mountain House Fire Rescue Services and Fire Control Bylaw**".

## 2. DEFINITIONS

- 2.1 **"Agreement"** means the Inter-municipal Regional Fire Rescue Agreement Service Agreement between the Town of Rocky Mountain House, Clearwater County and the Village of Caroline as amended from time by time.
- 2.2 **"Apparatus"** means any vehicle with machinery and equipment for incident response, and vehicles used to transport members and supplies.
- 2.3 **"Burn Barrel"** means a non-combustible structure or container located on public or private property, used for solid waste or recreational open burning and construction pursuant to this Bylaw.
- 2.4 **"Burnable Debris"** has the same meaning pursuant to the Substance Release Regulation 124/93, *Environmental Protection and Enhancement Act*;
- a. straw and stubble;
  - b. grass and weeds;
  - c. leaves and tree pruning's;
  - d. brush and fallen trees on newly cleared land or associated with logging operations;
  - e. used power, telegraph and telephone poles that do not contain wood preservatives;
  - f. wooden materials, which do not contain wood preservatives, from the construction or demolition of buildings;
  - g. solid waste from post and pole operations that does not contain wood preservatives;
  - h. solid waste from tree harvesting operations;
- 2.5 **"CAO"** means the person appointed as Town of Rocky mountain House Chief Administration Officer or designate.
- 2.6 **"Council"** means Town of Rocky Mountain House Council.
- 2.7 **"Hazardous Materials"** means any product, substance or organism specified in the Dangerous Goods Transportation and Handling Act, and regulations.
- 2.8 **"Equipment"** means any tools, devices or materials used by the Fire Department to combat an incident.
- 2.9 **"False Alarm"** means:
- a. any malfunction in a fire safety installation or other safety monitoring device whereby the alarm activation was not caused by heat, smoke or fire; or
  - b. a nuisance response initiated by equipment or human negligence in circumstances where the caller is aware that no actual danger or

possible danger to safety, health and welfare of people, property or the environment existed at the time the call was placed.

- 2.10 **"Fire"** means any combustible material in a state of combustion including hot ashes or embers.
- 2.11 **"Fire Ban"** means a Provincial Ministerial Order or an order by the CAO or their designate.
- 2.12 **"Fire Chief"** means the Member as Head of the Fire Department, or designate, and includes the Incident Commander.
- 2.13 **"Fire Department"** means Clearwater Regional Fire Rescue Services as established by the Agreement and pursuant to the provisions of this Bylaw consisting of, but not limited to, all Members, equipment, and apparatus, necessary for the operation, maintenance and administration of the fire services, including fire stations.
- 2.14 **"Firefighter"** means a Firefighter of the Fire and Rescue service, including the Fire Chief, whose functions, duties or powers are to carry out Fire Rescue services.
- 2.15 **"Fire Hazard"** means any condition, circumstance or event wherein the possibility of fire is increased.
- 2.16 **"Fire Investigation"** means the process of determining the cause, origin and circumstances of a fire pursuant to the Safety Codes Act.
- 2.17 **"Fire Pit"** means a structure to contain a fire for recreational purposes.
- 2.18 **"Fire Rescue Services"** means fire suppression (structure, brush/grass, wildland/urban interface, motor vehicle), rescue (motor vehicle collision, water/ice rescue, backcountry/mountain/technical rescue low angle) and medical co-response.
- 2.19 **"Fire Season"** means from March 1 to October 31, annually, unless otherwise directed by the Province of Alberta.
- 2.20 **"Highway"** has the same meaning as defined in the Traffic Safety Act.
- 2.21 **"Incident"** means any situation to which the Town has responded due to the danger or a possible danger to safety, health and welfare of people, property or the environment.
- 2.22 **"Incident Commander"** means the Firefighter who, according to the Fire Rescue Services command structure is in command at an Incident.

- 2.23 **"Managing Partner"** means the designated municipality in the Agreement that manages the Fire Department and is the employer of the Members.
- 2.24 **"Member"** shall mean:
- a. the Fire Chief and any member of the department in good standing operating with the Managing Partner;
  - b. any person who provides Fire Services pursuant to this Bylaw;
  - c. any person who provides Support Services to the Fire Service at incidents.
- 2.25 **"Non-profit Organization"** has the same meaning pursuant to the Municipal Government Act.
- 2.26 **"Nuisance"** means any condition on or around a property that is dangerous to the safety or health of individuals, or which interferes with the use or enjoyment of other property.
- 2.27 **"Occupier"** means a person using a property and includes an owner, tenant, agent and any other person who has the right of access to the property.
- 2.28 **"Open Air Burning"** means any fire which is not: an outdoor incinerator fire, fire pit, public park site fire or a smudge fire, and which, without limiting the generality of the foregoing shall include grass fires, forest and brush fires, running fires, structure fires, building fires, wood scrap fires and ground thawing fires.
- 2.29 **"Operator"** means a person providing private alarm monitoring services.
- 2.30 **"Outdoor Fireplace"** means a fireplace installed to the standards of the Alberta Building Code, as amended, and that is located on the exterior of a building.
- 2.31 **"Outdoor Incinerator"** means equipment designed predominately for burning solid waste, which must meet the requirements of the Alberta Fire Code.
- 2.32 **"Owner"** means:
- a. in the case of land, any person who is registered pursuant to the *Land Titles Act*, as the owner of the land; and
  - b. in respect of any property other than land, the Person in lawful possession of it.
- 2.33 **"Peace Officer"** means a Member of the Royal Canadian Mounted Police, a Bylaw Enforcement Officer appointed by the Town, or a Community Peace Officer.

- 2.34 **"Person"** without limiting the generality of the term, includes an individual, firm, corporation, partnership, Owner, Occupier, lessee, tenant and other legal entities.
- 2.35 **"Portable Cooking Appliance"** means any appliance sold or constructed for the purpose of cooking food in the outdoors.
- 2.36 **"Premises"** means a store, office, warehouse, factory, building, enclosure, yard or any space occupied or used by a person for the purposes of a business and/or residence.
- 2.37 **"Prohibited Debris"** has the same meaning pursuant to the Substance Release Regulation 124/93, *Environmental Protection and Enhancement Act*;
- a. animal manure;
  - b. pathological waste;
  - c. non-wooden material;
  - d. waste material from building or construction sites, excluding wooden materials that do not contain wood preservatives;
  - e. combustible material in automobile bodies;
  - f. tires;
  - g. rubber or plastic, or anything containing or coated with rubber or plastic or similar substances, except rubber or plastic attached to shredded scrap steel;
  - h. used oil;
  - i. wood or wood products containing substances for the purpose of preserving wood.
  - j. Household Refuse
- 2.38 **"Property"** means a lot or combination of contiguous lots upon which is constructed a single development including any buildings.
- 2.39 **"Quality Management Plan (QMP)"** means the accredited system approved by Council pursuant to the authority of the *Safety Codes Act*.
- 2.40 **"Running Fire"** means a fire not under the proper control of any Person.
- 2.41 **"Safety Codes Officer"** means a Member who is designated as a Safety Codes Officer for the Fire Discipline and holds an appropriate certificate of competency pursuant to the Safety Codes Act.
- 2.42 **"Security Alarm"** means an alarm system intended to detect an unauthorized entry to a premise or to alert people to the commission of an unlawful act, or both.
- 2.43 **"Service Level"** means the fire and rescue services and the level they are providing in accordance to the Agreement.

- 2.44 **"Smudge Fire"** means a fire confined within a non-combustible structure or container that is set on land of one (1) hectare / (2.5) acres or greater in area, for the purpose of protecting livestock from insects or for preventing frost in an orchard or garden.
- 2.45 **"Town"** means the municipal corporation of the Town of Rocky Mountain House.

### **3. PURPOSE**

- 3.1 Council does hereby establish the Fire Department and outlines the duties as follows and in accordance to the Service Levels of the Agreement:
- a. prevent control, and extinguishing fire incidents;
  - b. provide a 911 public service answering point and dispatch service;
  - c. investigating the cause and origin of fires pursuant to the QMP and the Safety Codes Act;
  - d. pre-fire planning and fire inspections pursuant to the QMP;
  - e. preserving life and property and protecting persons and property from injury or destruction by fire;
  - f. preventing prairie running fires,
  - g. responding to Hazardous Material incidents to mitigate the threat;
  - h. carrying out agreements with other municipalities or persons for the joint use, control and management of firefighters, fire extinguishing apparatus, general equipment, and rescue equipment;
  - i. maintaining and operating apparatus and equipment for extinguishing fires or preserving life and property;
  - j. initiate temporary traffic control on a highway;
  - k. rescue;
  - l. medical first response services;
  - m. fire and disaster planning;
  - n. preventative controls;
  - o. public education and information;
  - p. training or other staff development and advising;
  - q. to enforce Town fire bylaws, fire policies, and where applicable Alberta fire legislation;
  - r. other incidents.
- 3.2 In the event of any inconsistency between the Service Levels and any legislation, regulation or policy issued by the Province of Alberta, the legislation, regulation or policy shall prevail.

### **4. CAO RESPONSIBILITIES**

- 4.1 The CAO is empowered at his/her discretion to issue a Fire Ban, to prohibit the lighting or requiring the extinguishing of a fire within Town of Rocky Mountain House when the risk has been deemed contraindicative to public safety.

## **5. FIRE CHIEF AND INCIDENT COMMANDERS RESPONSIBILITIES**

- 5.1 The Fire Chief shall ensure the development of rules and regulations for the ongoing organization and administration of the Fire Department in accordance to the Agreement.
- 5.2 The Fire Chief or Incident Commander is responsible to take whatever actions or measures necessary to mitigate an Incident and protect Persons and/or Property.
- 5.3 The Fire Chief is empowered to delegate to any Member the duties of Fire Chief.
- 5.4 The Fire Chief or Incident Commander is empowered to enter any Property or Premises, including adjacent Property or Premises, to combat or control any fire or rescue services incident in whatever manner deemed necessary to limit injury or damage to people, property or the environment.
- 5.5 The Fire Chief or Incident Commander may establish boundaries or limits to keep persons from entering an area where the Fire Department is responding to an incident, unless authorized.
- 5.6 The Fire Chief or Incident Commander may call upon Peace Officers to enforce restrictions on persons entering within the boundaries or limits outlined in this Section.
- 5.7 The Fire Chief or Incident Commander may obtain assistance from other officials of the Town as deemed necessary, in order to discharge duties and responsibilities at an incident.
- 5.8 The Fire Chief or Incident Commander may request persons who are not Members to assist at an incident.
- 5.9 The Fire Chief or Incident Commander is empowered to activate and utilize any aid agreements the Town may have with other municipalities, industry, or agencies.
- 5.10 The Fire Chief shall make recommendations to the CAO to issue fire restrictions or Fire Bans.

## **6. FIRE INSPECTIONS**

- 6.1 Fire inspections shall be conducted in accordance to the Town's QMP by written request or written complaint only.
- 6.2 Written request or complaints for fire inspections are to be submitted to the Town's Planning and Community Services Department which shall coordinate

with a Fire Safety Codes Officer that has designation of powers to perform fire inspections within the Town.

- 6.3 All copies of fire inspections, orders and all related correspondence are to be submitted to the Town by the Fire Safety Codes Officer and be placed in the property land file.

## **7. RESPONSIBILITY AND PROHIBITIONS OF A PERSON**

- 7.1 A Person shall not impede any Member or any person engaged in an incident or related duty.
- 7.2 A Person shall not obstruct or otherwise interfere with access to an incident, or to a fire hydrant, cistern or body of water designated for firefighting purposes or any connections thereto.
- 7.3 A Person shall not falsely represent himself as a Member, wear or display any Fire Department badge, cap, button, insignia or other paraphernalia for the purpose of false representation.
- 7.4 A Person shall not contravene any provision of this Bylaw.
- 7.5 A Person shall not burn any Prohibited Debris.
- 7.6 A Person shall not ignite a Fire without the written consent of the Owner of the Property.
- 7.7 A Person shall not deposit, discard or abandon any burning material where it might ignite other material and cause a Fire.
- 7.8 A Person shall not provide false, incomplete or misleading information to the Fire Department on, or with respect to, a Burn Permit under section 10.
- 7.9 A Person shall not light a Fire or allow a Fire to be lit when the weather conditions are conducive to create a Fire burning out of control, or without first taking sufficient precautions to ensure that the Fire can be kept under control at all times by:
- a. ensuring windspeed shall not exceed more than 20KM/HR for the duration of the burn;
  - b. ensuring that humidity levels are above 30%;
  - c. maintaining a water supply on site for fire suppression;
  - d. having a competent person of at least 18 years of age on site the burn through the duration.
- 7.10 A Person shall not create smoke obscuration in inhabited areas, otherwise create a nuisance to occupied properties, or impede traffic visibility.



- 7.11 A Person shall not light a Fire or allow a Fire to be lit on lands owned or controlled by the Town, without having first obtained the Town's express written consent.

## **8. OWNER RESPONSIBILITIES**

- 8.1 An Owner shall report any damage to property caused by fire to the Fire Department.
- 8.2 An Owner shall immediately report any accidental or unplanned release of Hazardous Materials to the Fire Department and all other proper regulatory authorities.

## **9. FIRE HAZARDS**

- 9.1 When certain conditions exist that constitutes a Fire Hazard, the Fire Department may, pursuant to the *Safety Codes Act*, order the Owner to reduce or remove the Fire Hazard within a specified time frame.
- 9.2 When an order is issued under Section 9.1 and the Owner fails to carry out the order within the time specified, the Fire Department may take whatever action is necessary pursuant to the *Safety Codes Act* to ensure compliance with the order.

## **10. FIRE PITS & BURN BARRELS**

- 10.1 Fire Pit construction standards shall conform with requirements contained in Schedule "C".
- 10.2 A Person shall only burn clean wood in a Fire Pit.
- 10.3 Burn Barrels are not permitted within the Town.

## **11. BURN PERMIT**

- 11.1 A burn permit is required for the burning of Burnable Debris within the Town. A Person must submit the required application as per Schedule A.
- 11.2 A Burn permit is not required for:
- a. cooking food using a portable cooking appliance;
  - b. burning in municipal or private campgrounds and parks where Outdoor Fireplaces, Fire Pits and stoves have been approved by the Town. All portable cooking appliances including Gas-fired grills must meet CSA Group certification.
  - c. burning a smudge fire;

- d. burning by the Fire Department for the purpose of training or hazard abatement;
- e. the installation and operation of an outdoor incinerator;
- f. the installation and operation of an outdoor fire pit; and,
- g. any process, industry or facility that is governed or regulated, pursuant to the *Environmental Protection and Enhancement Act*.

## **12. FEES**

- 12.1 The Managing Partner may charge fees for Fire and Rescue Services and related Fire Department services performed within the Town in accordance to the Town's Fees, Rates and Charges Bylaw and for the purpose of section 7.5 of the Agreement.

## **13. PROHIBITIONS**

- 13.1 No Person shall impede, obstruct, abuse or in any way hinder the Fire Chief, Incident Commander, or any Firefighter at any Incident.
- 13.2 No Person shall place or leave in place any vehicles, article, thing or matter in such a manner as to interfere with free access or approach to any fire hydrant or service connection.
- 13.3 No Person shall move or drive over any Equipment without permission of the Fire Chief or Incident Commander.
- 13.4 No Person shall willfully or maliciously destroy or damage any Equipment at an Incident belonging to the Fire Department.
- 13.5 No Person other than an employee of the Town or a Firefighter shall use any fire hydrant for the purpose of obtaining or discharging water from such hydrant without first receiving permission from the Town.
- 13.6 No Person shall obstruct or otherwise interfere with access roads or streets or other approaches to any fire alarm, fire hydrant, cistern or body of water designated for the provision of Fire Services or any connections provided to a fire main, pipe, standpipe, sprinkler system, cistern or other body of water.
- 13.7 Any Person who in any way obstructs, prevents, or refuses to admit a Safety Codes Officer or Firefighter in, to or upon any land, premises, yards or buildings in the performance of their duties, or who incites or abets such action shall be considered in breach of this Bylaw. The Safety Codes Officer(s) for the Town shall have all powers as provided for in the Safety Codes Act with reference to the Fire Discipline.
- 13.8 No Person shall falsely represent themselves as a Firefighter of the Fire Department or wear or display any Fire Department badge, cap, button, insignia or other paraphernalia for the purpose of false representation.

- 13.9 No Person shall falsely state that he or she has the sanction of the Fire Department in soliciting any Person.
- 13.10 Any Person who refuses to provide or furnish any information required under this bylaw, when requested shall be in breach of this bylaw.

#### **14. OFFENCE AND PENALTY**

- 14.1 Any Person who contravenes or fails to comply with any provision of this Bylaw is guilty an offence and is liable to a fine of not less than \$250.00, and not more than \$10,000.00 or imprisonment for a term of not more than one year, or both.
- 14.2 Notwithstanding the foregoing, the minimum fine payable in respect of a contravention of this Bylaw shown for any offence referred to in Column 1 of Schedule "B" to this Bylaw is the immediately adjacent amount shown in Column 2 of same Schedule.
- 14.3 When a voluntary payment option is provided, the specified penalty payable in respect of a contravention of this Bylaw shown for any offence referred to in Column 1 of Schedule "A" to this Bylaw is the immediately adjacent amount shown in Column 2 of same Schedule.
- 14.4 A contravention of this Bylaw constitutes a separate offence in respect of each day or part of a day on which it continues. A Person guilty of such offence is liable to a fine in an amount not less than that established by this bylaw for each such day. No proceedings may be instituted under this Bylaw more than 6 months after the last occurrence of the alleged offence.
- 14.5 Notwithstanding the foregoing, the minimum fine and specified penalty payable in respect of a second or subsequent contravention of the same section of this Bylaw committed within twenty-four (24) months, the minimum fine and specified penalty of the previous offence, is indicated in Column 3 and 4 of Schedule "A", up to a maximum penalty of \$10,000.00.

#### **15. VICARIOUS LIABILITY**

- 15.1 In this Bylaw, employees, employers, principals, and agents, are each severally liable and each guilty of the offence for any contravention of or any failure to comply with this Bylaw committed in the course of employment or in the course of the agent's exercising powers or performing duties on behalf of their principal. When a corporation contravenes or fails to comply with this Bylaw, every principal, director, officer, manager, employee or agent of the corporation who authorized, assented to, acquiesced, or participated in the act or omission that constitutes the offence is severally liable and guilty of the offence.

- 15.2 In this Bylaw, the legal and beneficial Owner(s) of any land are each severally liable and each guilty of the offence if the tenant(s), lessee(s), or occupier(s) of such land contravene or fail to comply with this Bylaw in relation to such land.
- 15.3 In this Bylaw, the Owner(s) and/or Occupier(s) of any Property are each severally liable and each guilty of the offence if either of them contravenes or fails to comply with this Bylaw in relation to any such Property.

## **16. INSPECTING AND REMEDYING CONTRAVENTION**

- 16.1 On behalf of the Town, any Peace Officer, Firefighter, or agent of the Town may enter upon any parcel of land within the Town and take any actions or measures deemed necessary by such Person(s) to achieve any of the following purposes:
- a. to carry out any inspections to determine compliance with this Bylaw;
  - b. to eliminate any danger to public safety caused by a contravention of this Bylaw;
  - c. to extinguish fires;
  - d. to enforce this Bylaw; or
  - e. to prevent a re-occurrence of any contravention of this Bylaw.
- 16.2 Except as otherwise provided in this Bylaw, notice shall be provided as follows:
- a. if a Peace Officer, Firefighter, or agent of the Town reasonably believes that there may be an emergency related to the subject premises, a Fire located upon the subject premises no notice is required;
  - b. where only an investigation to determine compliance is conducted, notice may be effected upon the Occupier(s) of the premises in writing or verbally not less than 24 hours in advance, and need not be in the form of an Order to Remedy; and
  - c. subject to the foregoing, no such action or measures referred to in the preceding section may be performed until 7 days have elapsed following the mailing of an order to remedy the danger, condition, or contravention, as prescribed by the Municipal Government Act, RSA 2000, c M-26, and all amendments thereto (an "Order to Remedy").
  - d. an Order to Remedy shall be served personally or by registered mail to the address specified in the Land Titles Certificate for any parcel of land which will be affected by such action or measures. Such mailing shall be effective notwithstanding that the registered mail is not accepted or retrieved.
- 16.3 All expenses, costs, and legal costs on a solicitor-client basis incurred by the Town or its agents for any such action or measure performed pursuant to this Bylaw or the Municipal Government Act, RSA 2000, c M-26, and all amendments thereto, are amounts owing to the Town by the Person who was

required to do something by the Order to Remedy, shall be paid within 30 days of any such Person receiving notice of the amount due by registered mail served and effective in the same manner as the Order to Remedy, and are amounts which may be added to the property tax roll, the business tax roll, or both pursuant to the Municipal Government Act, RSA 2000, c M-26, and all amendments thereto.

- 16.4 No Person shall obstruct or hinder any other Person in the exercise or performance of that Person's powers pursuant to this Bylaw.

## **17. MUNICIPAL TAGS**

- 17.1 Any Peace Officer, in that Officer's sole discretion, is hereby authorized and empowered to issue a Municipal Tag to any Person whom the Peace Officer has reasonable and probable grounds to believe has contravened or failed to comply with any provision of this Bylaw. In this Bylaw, "Peace Officer" shall have the same definition as contained in the Provincial Offences Procedure Act, RSA 2000, c P-34 and all amendments thereto.

- 17.2 A Municipal Tag may be issued to any Person either:

- a. personally;
- b. by placing a copy of the Municipal Tag upon a vehicle registered to such Person; or
- c. by mailing a copy to such Person by registered or ordinary mail to their last known mailing address.

- 17.3 A Municipal Tag shall be in a form approved by the Town and shall include:

- a. the name of the Person;
- b. the date upon which the offence was committed;
- c. the section number(s) of this Bylaw which were contravened;
- d. the appropriate specified penalty or minimum fine for the offence as prescribed by this Bylaw;
- e. the time within which the entire penalty must be paid to the Town of; and

if payment is not received within the time permitted by such Municipal Tag, there shall be an administrative surcharge of \$20.00, or 20% of the specified penalty, whichever amount is greater.

- 17.4 If payment is received by the Town within the period of time permitted by any such Municipal Tag, no Information or Violation Ticket may be issued against the same offender for the same offence.

- 17.5 Except where a Municipal Tag has been paid as prescribed herein, nothing in this Bylaw shall limit a Peace Officer's discretion to issue a Violation Ticket pursuant to the Provincial Offences Procedure Act, RSA 2000, c P-34 and all

amendments thereto, or instead lay an Information pursuant to the Criminal Code, RSC 1985, c C-46 and all amendments thereto, at any time within 6 months of the last occurrence of the offence, regardless of whether or not a Violation Tag has been issued.

- 17.6 Any Peace Officer, in that Officer's sole discretion, is authorized to issue a Violation Ticket which permits the voluntary payment of the fine or specified penalty indicated thereon in the manner specified by the Provincial Offences Procedure Act, RSA 2000, c P-34, and all amendments and regulations thereto.
- 17.7 Any fine or penalty imposed upon conviction for any offence occurring within the Town enures to the benefit of the Town.

## **18. VIOLATION TICKETS**

- 18.1 Notwithstanding Section 13, a Peace Officer is hereby authorized and empowered to immediately issue a Violation Ticket to any Person whom the Peace Officer has reasonable grounds to believe has contravened any provision of this Bylaw.
- 18.2 A Violation Ticket issued with respect to a violation of this Bylaw may be served upon the Person responsible for the contravention in accordance with the Provincial Offences Procedure Act.
- 18.3 The Person to whom the Violation Ticket has been issued may plead guilty by making voluntary payment in respect of the summons by delivering to the Provincial Court, on or before the initial appearance date, the Violation Ticket together with an amount equal to the specified penalty for the offence as provided by this Bylaw.
- 18.4 Where a Clerk of the Court records in the court records the receipt of a voluntary payment pursuant to this Bylaw and the Provincial Offences Procedure Act, the act of recording constitutes acceptance of the guilty plea and also constitutes a conviction and imposition of a fine in the amount of the specified penalty.

## **19. GENERAL PROVISIONS AND SCHEDULES**

- 19.1 All schedules attached hereto and incorporated by reference form part of this Bylaw.
- 19.2 All references in this Bylaw will be read with such changes in number and gender as may be appropriate according to whether the reference is to a male or female person, or a corporation or partnership.
- 19.3 Should any provision of this Bylaw be illegal or unenforceable for any reason whatsoever, it shall be considered separate and severable from the

remaining provisions of this Bylaw, which shall remain in force as though that provision had not been included.

**20. REPEAL**

20.1 Bylaw 98/34V, Bylaw 00/28V, Bylaw 05/24V and Bylaw 07/05V are hereby repealed.

**21. BYLAW**

21.1 This Bylaw comes into force and effect upon third and final reading.

READ a first time this 16<sup>th</sup> day of June, 2020.

READ a second time this 16<sup>th</sup> day of June, 2020.

RECEIVED unanimous consent for third and final reading this 16<sup>th</sup> day of June, 2020.

READ a third time and final time this 16<sup>th</sup> day of June, 2020.

Redacted under Sec 17 of the FOIP Act

Tammy Burke  
Mayor

Redacted under Sec 17 of the FOIP Act

Dean Krause  
Chief Administrative Officer

**FIRE PERMIT, SCHEDULE "A"**

Issued under the authority of *Bylaw No. 2020/15*

<b>INSTRUCTIONS FOR COMPLETING PERMIT</b>	<b>REGULATIONS</b>
1. Please print all information. 2. Use Municipal Addressing 3. Refer to Standard Operating Guideline Manual for assistance. 4. This permit is non-transferable. 5. This permit is not valid unless countersigned by <b>the Town.</b>	1. IT IS THE RESPONSIBILITY OF THE APPLICANT TO: a. Obtain permission, if necessary, to burn on any land. b. Be familiar with and abide by the requirements of the Forest and Prairie Protection Act (SURPA), the regulations thereunder and Bylaw <u>2020/15</u> 2. The permit period is limited to a maximum of Seven (7) days unless special conditions apply. 3. The permit holder is responsible for all above and below ground utilities.

THIS PERMIT AUTHORIZES:		<input type="checkbox"/> THE OWNER	<input type="checkbox"/> LESSEE	<input type="checkbox"/> OCCUPANT
Name:			Cellular:	
Municipal Address:			Telephone:	
Lot/Block/Plan (or) Legal Land Description:				
Size of pile being burned	Length X	Width X	Height X	
Purpose of Burn:	<b>Please note: no wood preservatives are allowed to be burned</b>			
<input type="checkbox"/>	Straw and Stubble	<input type="checkbox"/>	Used Power, telegraph and telephone poles	
<input type="checkbox"/>	Grass and Weeds	<input type="checkbox"/>	Wooden material from construction & demolition	
<input type="checkbox"/>	Leaves and Tree Prunings	<input type="checkbox"/>	Solid waste from post and pole operations	
<input type="checkbox"/>	Brush and Fallen Trees	<input type="checkbox"/>	Solid waste from tree harvesting operations	
EXCEPT WHERE OTHERWISE NOTED ON THIS PERMIT OR IN <i>BY-LAW 2020/15</i> , BURNING SHALL BE DONE IN COMPLIANCE WITH THE FOREST AND PRAIRIE PROTECTION ACT (SUPRA), THE REGULATIONS MADE THEREUNDER AND THE FOLLOWING CONDITIONS APPLY:				
<input type="checkbox"/>	1. Permittee is responsible for the safe control of the burning herein authorized.			
<input type="checkbox"/>	2. <b>Permit authorized only when winds less than 12 km per hour. INQUIRE AT 403-845-3183 FOR WIND SPEEDS</b> , press #1 then #2 to receive wind speeds.			
<input type="checkbox"/>	3. A minimum of one (1) adult, capable of extinguishing a fire, must be in attendance at all times.			
<input type="checkbox"/>	4. Sufficient tools, equipment or quantities of water must be readily available for the size of burn being conducted (AR-310-72 section 14D); (Permit holder may need to contact the Town operations department regarding the use of Fire Hydrants 403-845-3220).			
<input type="checkbox"/>	5. Ensure adequate space and clearances from other combustible materials is maintained.			



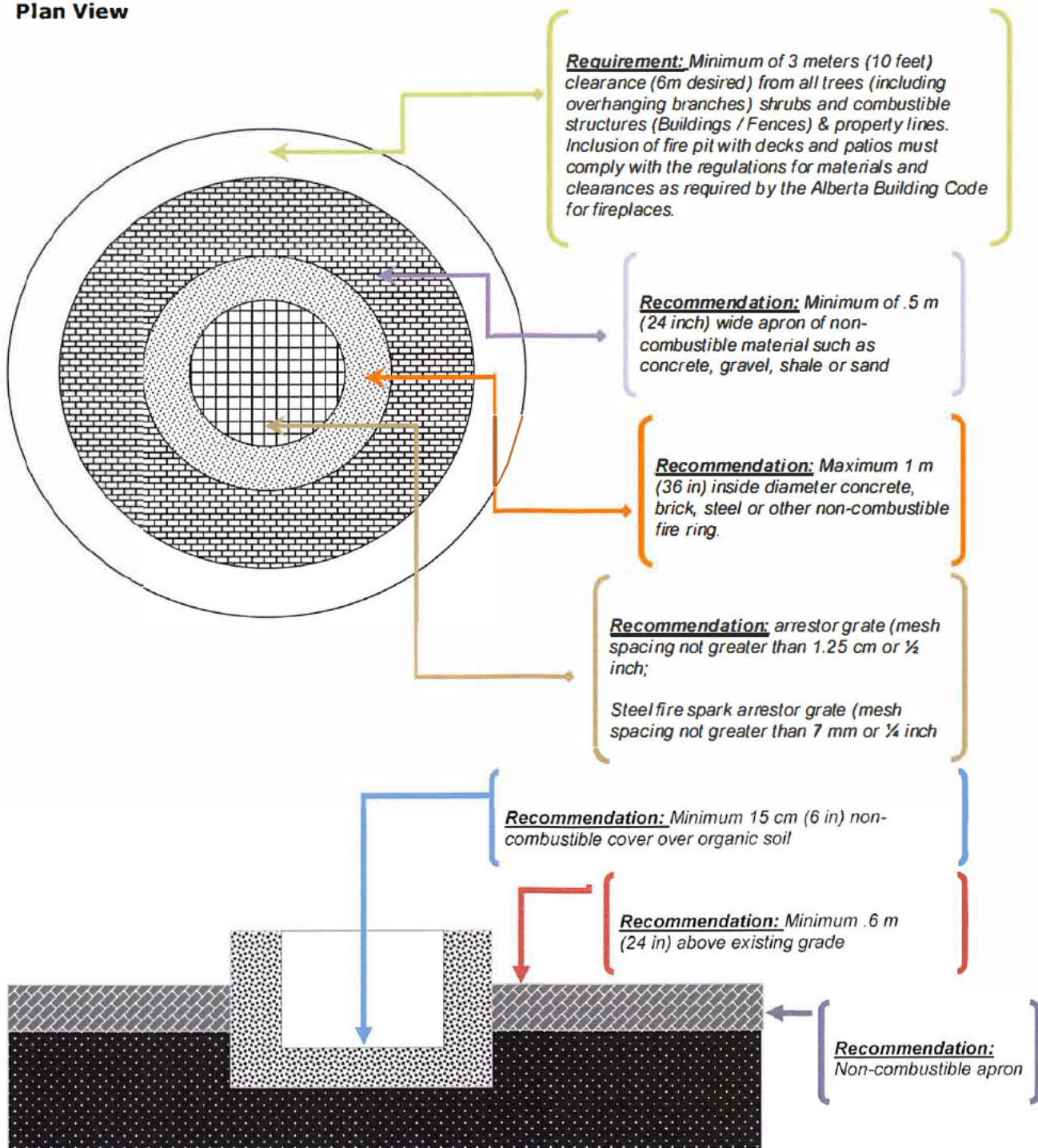
<input type="checkbox"/>	6. Post smoke signs if burning within ½ kilometer of a primary or secondary highway.
<input type="checkbox"/>	7. Permit holders must personally notify nearby residents and businesses prior to burning.
<input type="checkbox"/>	8. Consideration must be given to neighbors. Burning may not be conducted when wind blows smoke towards residential or commercial structures within 1,000 meters of the burn site.
<input type="checkbox"/>	9. Notify Dispatch a ½ hour prior to burning and upon completion of burning. <b>Central Dispatch PHONE: 403- 845-7711.</b>
<input type="checkbox"/>	10. Ensure that a 24-hour fire watch is maintained at the site until the fire is completely OUT.
<input type="checkbox"/>	12. Upon completion of burn ensure debris is disposed of.
Effective Date:	Expires:
<input type="checkbox"/>	The permit holder to indemnify and save harmless the Town of Rocky Mountain House from ALL liability arising out of the operations authorized by this Fire Permit.
	The permit holder will ensure adequate insurance coverage including naming the Town of Rocky Mountain House.
<b>The Town and / or Regional Fire Chief reserve the right to immediately stop any and all burning operations at their sole discretion for any reason relating to community health and wellness. The permit holder will be responsible for any and all costs associated with the cessation of burn operations.</b>	
THE PERMITTEE AGREES TO PAY THE COST OF EXTINGUISHING FIRES CAUSED BY WILLFUL VIOLATION OF ANY CONDITION SET OUT IN THIS FIRE PERMIT. ANY PERSON AUTHORIZED TO CONDUCT BURNING PURSUANT TO THIS PERMIT SHALL BE RESPONSIBLE TO THE TOWN OF ROCKY MOUNTAIN HOUSE FOR THE COST OF EXTINGUISHING THE FIRE.	
IN THE EVENT OF A FIRE BAN BEING ANNOUNCED BY THE TOWN OR THE PROVINCE, ALL FIRE PERMITS ARE AUTOMATICALLY CANCELLED WITHOUT FURTHER NOTICE TO THE PERMIT HOLDER.	
<b>I HAVE READ AND UNDERSTAND THE CONDITIONS ABOVE AND I ACCEPT FULL RESPONSIBILITY.</b>	
SPECIAL CONDITIONS	Permittee Signature
	Fire Department (Name & Designation #)
	Counter Signed by Fire Department
	Town Rep (Name & Title)
	Counter Sign by Town of RMH Representative
<b>DATE ISSUED:</b>	
NOTE: THIS PERMIT IS NOT VALID UNLESS COUNTER SIGNED BY A TOWN OF ROCKY MOUNTAIN HOUSE REPRESENTATIVE.	

**SCHEDULE "B" Offence Penalties**

<b>Column 1 (Section Number of Bylaw)</b>	<b>Column 2 First Offence</b>	<b>Column 3 Second Offence</b>	<b>Column 4 Subsequent Offence</b>
<b>Section 13.1</b>	\$250	\$750	\$2,000
<b>Section 13.2</b>	\$250	\$750	\$2,000
<b>Section 13.3</b>	\$500	\$2,000	\$10,000
<b>Section 13.4</b>	\$500	\$2,000	\$10,000
<b>Section 13.5</b>	\$500	\$2,000	\$10,000
<b>Section 13.6</b>	\$1,000	\$5,000	\$10,000
<b>Section 13.7</b>	\$5,000	\$7,500	\$10,000
<b>Section 13.8</b>	\$2,500	\$7,500	\$10,000
<b>Section 13.9</b>	\$500	\$2,000	\$10,000
<b>Section 13.10</b>	\$500	\$2,000	\$10,000
<b>Section 16.4</b>	\$250	\$750	\$2,000

## SCHEDULE "C" Residential / Recreational Fire Pit Requirements & Recommendations

### Plan View



### Safety Recommendation

**DO NOT** place Fire Pit over or under utilities such as Gas or Power lines.  
Call before you dig (Alberta One-Call – 1 800 242 3447)