

**MASTER AGREEMENT:
FLAGSTAFF REGIONAL EMERGENCY
SERVICES**

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**MASTER AGREEMENT: FLAGSTAFF REGIONAL
EMERGENCY SERVICES**

FAXL DRAFT 01-23-20

THIS MASTER AGREEMENT IS ENTERED INTO THIS ____ DAY OF _____, 2020

BETWEEN:

Flagstaff County,
a Municipal Corporation in the Province of Alberta
("Flagstaff County")

-and-

Town of Daysland,
a Municipal Corporation in the Province of Alberta
("Daysland")

-and-

Town of Hardisty,
a Municipal Corporation of the Province of Alberta
("Hardisty")

-and-

Town of Killam,
a Municipal Corporation of the Province of Alberta
("Killam")

-and-

Town of Sedgewick,
a Municipal Corporation of the Province of Alberta
("Sedgewick")

-and-

Village of Alliance,
a Municipal Corporation of the Province of Alberta
("Alliance")

-and-

Village of Forestburg,
a Municipal Corporation of the Province of Alberta
("Forestburg")

-and-

Village of Heisler
a Municipal Corporation of the Province of Alberta
("Heisler")

-and-

Village of Lougheed,
a Municipal Corporation of the Province of Alberta;
("Lougheed")

-and-

Flagstaff Regional Emergency Services Society, or such other name, which is
registered as a non-profit entity in Canada
("FRESS")

RECITALS

The following recitals are to outline the intent of the Municipalities related to this Master Agreement, which is a binding Agreement:

WHEREAS:

- a. The Municipal corporations of Flagstaff County (including the Hamlets of Strome and Galahad), Daysland, Hardisty, Heisler, Killam, Sedgewick, Alliance, Forestburg and Lougheed, the "Municipalities" and each individually a "Municipality", are Municipalities in the Province of Alberta and are governed by Councils;
- b. Each Council of the Municipalities is considered a Local Authority under the *Emergency Management Act*, R.S.A. 2000, c. E6.8, as amended ("EMA");
- c. In accordance with the applicable provisions of the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended ("MGA"), each of the Municipalities currently provide various Fire Services to their municipality, and the region through Aid Agreements;
- d. Pursuant to the provisions of the MGA, each of the Municipalities are responsible for providing good government, fostering the well-being of the environment, developing and maintaining safe and viable communities and provide services and do other things which are desirable, and may pass bylaws for the safety, health and welfare of people and the protection of people and property;
- e. The Municipalities are fire service organizations. The MGA authorizes the Municipalities to create, by way of an agreement, an entity to provide fire services in one or more municipalities, and resources controlled by a Municipality may be required in an emergency to deliver fire services which may affect one or more of the Municipalities;

- f. The Municipalities desire to form a non-profit entity which is registered in Canada which is called the Flagstaff Regional Emergency Services Society, or such other name as may be chosen by the Municipalities, for the purpose of:
 - i. providing Regional Fire Services;
 - ii. pooling resources and coordinating joint efforts for Regional Fire Services;
 - iii. establishing a Regional Emergency Management Program that deals with emergency planning, preparedness, mitigation, response and recovery;
 - iv. as far as reasonably practicable, to provide a continuous community service for safety and security related to Fire Services and Emergencies and to minimize risk and potential liability related to Fire Services and Emergencies;
- g. The Flagstaff Regional Emergency Services Society is to be established as a not-for-profit entity under the *Canada Not-for-Profit Corporations Act*, S.C. 2009, c. 23 (“CNFPCA”), or such other legislation;
- h. It is the intent of the Municipalities to act in unison, using one authority (Flagstaff Regional Emergency Service Society, or such other name which is registered in Canada), as the organization to provide fire services to its Members and to have standardized rules, policies, practices, protocols and operating procedures. These services are to be delivered through the use of full-time, part-time, paid on call and volunteer firefighters and administrative personnel.
- i. Flagstaff County has certain obligations for fighting and controlling fires under the *Forest and Prairie Protection Act*, R.S.A. 2000, c. F-19 and the Regulations thereunder (“FPPA”), which the other Municipalities do not have;
- j. Excepting matters under the EMA, FPPA, MGA or other applicable legislation which cannot be delegated by Council or a municipality, it is the intent of the Municipalities that all other matters related to fire and emergency services be delegated to FRESS when authorized by Council;

NOW THEREFORE in consideration of the representations, warranties, covenants and agreements set forth herein, the Parties hereto agree as follows:

DEFINITIONS

- 1. For the purpose of this Agreement, the following words and terms shall have the following meanings (whether capitalized or not):
 - a. “AEMA” means the Alberta Emergency Management Agency;

- b. "Aid Agreements" includes mutual aid agreements and any agreement where assistance or aid is provided;
- c. "Annual Operating Budget" means a statement of revenues and expenses for a year which are approved by the Board;
- d. "Annual Requisition" means the yearly amount of funds established and requested by FRESS which each of the Municipalities are required to provide to FRESS in accordance with Schedule "G";
- e. "Articles" means the articles of incorporation of FRESS;
- f. "Assisting Municipality" means a mutual aid municipality who is not a Member of FRESS and is providing mutual aid services within the FRESS Region;
- g. "Auto-Aid" means the process of automatically dispatching resources from more than one fire station to specific emergency incidents in order to provide appropriate resources;
- h. "Board" means the Board of Directors of FRESS;
- i. "Borderless Response Protocol" means the rules and protocols established to enable firefighters to respond to calls outside of the area covered by their home fire station, by responding to calls at one or more other fire stations, when appropriate or required;
- j. "Budget" means a statement of the amounts of estimated revenues and expenditures and includes the annual operating budget, the three year operations budget, the five year capital budget and any interim budgets;
- k. "Business Plan" is the proposed business, operations and implementation plan from Transitional Solutions Inc. which is to be adopted and followed by FRESS, and which may be modified by the Board as required;
- l. "Bylaws" means the bylaws of FRESS, if required or adopted;
- m. "Calendar Year" means January to December of the same year;
- n. "Capital Budget" means the five (5) year capital budget of FRESS approved by the Board;
- o. "CAO" means a person appointed to a position of Chief Administrative Officer under the MGA;

- p. “Contracts for Service” means contracts with persons or entities for dispatch, fire equipment, supplies or other fire or emergency services where services are retained, provided or are to be provided;
- q. “CNFPCA” means the *Canada Not-for-Profit Corporations Act*, S.C. 2009, c. 23, and Regulations thereunder, as amended;
- r. “Council” has the meaning given in the MGA and in the Recitals;
- s. “Current Fire Resources” means all of the fire resources and property presently owned or used by each of the Municipalities, or of a society, group or other organization related to or used by one or more of the Municipalities, which are presently used for providing fire, emergency and related or incidental services to one or more of the Municipalities, and includes, but is not limited to, fire stations, vehicles, apparatus, equipment, tools, machinery, vehicles, devices, communications equipment and intellectual property;
- t. “DEM” means the Director of Emergency Management and has the meaning given to it in the EMA;
- u. “Disaster” means an event that results in serious harm to the safety, health or welfare of people or in widespread damage to property or the environment;
- v. “Dispute Resolution Process” means the process to resolve and deal with complaints or disputes of the Municipalities or FRESS related to this Agreement by way of mediation, arbitration or other alternative dispute resolution methods as permitted in this Agreement;
- w. “EMA” means the *Emergency Management Act*, R.S.A. 200, c. E-6.8, and Regulations thereunder, as amended;
- x. “Emergency” means an event that requires prompt coordination of action or special regulation of persons or property to protect the safety, health, or welfare of people or to limit damage to property or the environment;
- y. “FPPA” means the *Forest and Prairie Protection Act*, R.S.A. 2000, c. F-19, and Regulations thereunder, as amended;
- z. “Fire and Emergency Services” means all services, activities and works related to Fire Services and Emergencies;
- aa. “Fire Services” includes services related to the suppression or prevention of fires, fire safety, controlling and extinguishing fires, education, training, development and communication, inspections, rescue, emergency

services related to fires, prevention of or response to fire or other emergency incidents, activities of firefighters and entities or others who direct or provide such services and activities, and any other work, duties or otherwise related to or incidental to providing services related to fires, and includes work or services using firefighters in an employment relationship, dependent contractor firefighters, volunteer firefighters, independent contractor firefighters, utilizing, repairing and maintaining firefighting equipment and facilities, fire stations and anything related to them, apparatus, equipment, property, machinery and devices used for the foregoing, and the delivery and provision of such services;

- bb. “Fire Service Response Level” means the time for fire station personnel to respond to a fire or emergency incident;
- cc. “FREMP” means the Flagstaff regional emergency management plan set out in Schedule F.
- dd. “FRESS” means the not for profit Flagstaff Regional Emergency Services Society registered under the CNFPCA, or such other name as may be chosen, or which is registered under any other legislation;
- ee. “FRESS Region” means the area identified by the urban and county municipal boundaries established by the MGA of the Municipalities who are parties to this Master Agreement, as amended from time to time;
- ff. “Initial Start Up Period” means the period from the date of this Agreement to January 1, 2022;
- gg. “Laws” means all applicable federal, provincial and municipal laws, statutes, bylaws, ordinances, legislated rules or directives, Ministerial Orders, codes, permits and licences, as amended;
- hh. “Local Authority” means the Council of a municipality under the EMA;
- ii. “Master Agreement” means this Agreement, and includes any Schedules, Appendices and any written amendments to this Agreement which are executed by all of the parties;
- jj. “Members” means the Municipalities who are parties to this Master Agreement and who belong to FRESS, or the remaining Municipalities who are parties to this Master Agreement if one or more of the Municipalities withdraws from this Agreement and FRESS;
- kk. “MGA” means the *Municipal Government Act*, R.S.A. 2000, c. M-26, and Regulations thereunder, as amended;

- ll. “Minister” means the Minister charged with administration of the EMA, FPPA or the MGA as the case may be;
- mm. “Municipalities” means the municipal corporations of Flagstaff County (including the Hamlets of Strome and Galahad), Daysland, Hardisty, Heisler, Killam, Sedgewick, Alliance, Forestburg and Loughheed, and “Municipality” is any one of them;
- nn. “Operations Budget” means the three (3) year operations budget of FRESS which is approved by the Board;
- oo. “Regional Fire Services” means the Fire and Emergency Services provided by FRESS for, on behalf of and to, the Municipalities;
- pp. “Regional Manager/Fire Chief” means the Manager/Fire Chief selected by the Board and employed by FRESS;
- qq. “Requesting Municipality” means one of the Municipalities requesting aid in the form of resources or services from the other Municipalities related to Fire and Emergency Services, or a Mutual Aid call to a municipality outside of FRESS;
- rr. “Safety Codes” means the *Safety Codes Act*, R.S.A. 2000, c. S-1, and Regulations thereunder, as amended;
- ss. “Shall” has the same meaning as must or will and is mandatory.

GUIDING PRINCIPLES

- 2. The Municipalities acknowledge and agree the overall purpose of this Agreement and the establishment of FRESS contemplated herein is to provide regional, coordinated, unified and effective Fire and Emergency Services.
- 3. The following fundamental guiding principles apply to the Regional Fire Services provided by and through FRESS to the Municipalities (“Guiding Principles”):
 - a. A unified approach will be taken related to Regional Fire Services;
 - b. The Municipalities will cooperate with FRESS and each other to facilitate, maintain and enhance Regional Fire Services;
 - c. The Municipalities will negotiate in good faith with FRESS and each other and work together collaboratively;
 - d. While recognizing financial resources are not unlimited, adequate and reasonable resources are to be provided to FRESS to meet the intent in

this Master Agreement and for services, programs and activities which facilitate, maintain and enhance Regional Fire Services;

- e. Reasonable efforts are to be made to amicably resolve any issues of disagreement;
- f. Provide, operate and offer services, activities and programs through FRESS for Regional Fire Services for the benefit of the Municipalities;
- g. Promote, apply and improve Regional Fire Services;
- h. Engage in works and activities which support and facilitate Regional Fire Services;
- i. Except for matters which Council or a municipality cannot assign or delegate related to Fire and Emergency Services under the EMA, FPPA, MGA or other applicable legislation, the Municipalities assign and delegate Fire and Emergency Services obligations and responsibilities to FRESS in accordance with this Agreement;
- j. The Municipalities may make reasonable recommendations to FRESS from time to time;
- k. The Municipalities will adhere to and support the policies, rules, regulations, directives, conventions, practices, protocols, standard operating procedures, general operating procedures and processes of FRESS, which are in place from time to time;
- l. The Members are to honour the terms of this Agreement;
- m. The Municipalities recognize there is a start-up period of time which will take the Regional Fire Services to absorb their Fire Services into the unified Regional Fire Services to become fully operational after becoming signatory to this Agreement;
- n. The Municipalities are to do all things necessary, incidental, or required in the attainment of the above, and outlined in the Recitals of this Agreement.

4. Members are to comply with the articles and bylaws of FRESS.

OBLIGATIONS OF FRESS

5. FRESS is to become signatory to, and adopt this Master Agreement, after it is registered under the CNFPCA or other legislation.

6. FRESS is to provide the Municipalities with Fire and Emergency Services which are consistent with a quality and standard normally and usually provided by a regional fire service and which is consistent with applicable industry standards.
7. FRESS is to follow the terms of this Agreement and comply with the Guiding Principles.
8. FRESS is to comply with all Laws.
9. FRESS is to act in the best interests of Regional Fire Services and is to provide the Municipalities with timely, efficient and economic Fire and Emergency Services in a manner which meets the needs of the Municipalities.
10. FRESS is to consider reasonable requests from the Municipalities.
11. After Current Fire Resources are transferred to FRESS by the Municipalities, FRESS is to furnish all skills, labour, supervision, management, administration, equipment and materials for the Fire and Emergency Services provided.
12. The Municipalities may provide FRESS with management, administrative or other services at a reasonable cost which FRESS shall pay.

PRIME CONTRACTOR

13. If a prime contractor is required under applicable safety or other legislation for the Fire and Emergency Services which FRESS provides, the Municipalities designate FRESS as the prime contractor.

BOARD

14. The Board has the authority to make decisions related to FRESS, Regional Fire Services and Fire and Emergency Services which are provided or are to be provided to the Municipalities.
15. The Board and all directors are indemnified from any and all liability by the Municipalities and FRESS, while acting in good faith.

DEEMED TRUST

16. From the monies provided to FRESS by the Municipalities, FRESS is deemed to hold that part of them in trust which are required or needed to pay for any salaries, wages, compensation, overtime pay, statutory holiday pay, vacation pay, entitlements, employee and employer Canada Pension Plan contributions, employee and employer Employment Insurance contributions, Workers'

Compensation contributions and assessments, income taxes, withholdings, GST and all costs directly or indirectly related to providing the Fire and Emergency Services or other authorized services provided by the FRESS. FRESS shall pay the foregoing from such trust funds.

AUDITED FINANCIAL STATEMENTS

17. FRESS is to use and comply with GAPP (Canadian Generally Accepted Accounting Principles) or similar accepted standards used by Chartered Professional Accountants.

18. FRESS is to have financial statements audited each year by professional accountants. Copies of FRESS's audited financial statements are to be provided to the Municipalities each year.

ESTABLISHMENT OF FRESS

19. FRESS is to be the entity which is used to provide Regional Fire Services to the Municipalities. FRESS is the body and agency with the authority to provide all Fire and Emergency Services to the Municipalities.

20. The Municipalities shall register a not-for-profit corporation under the CNFPCA with the name "Flagstaff Regional Emergency Services Society", or such other name as may be chosen, or under other legislation, and with the Articles set out in Appendix "A".

21. The Municipalities are the only Members of FRESS.

22. The Board shall consist of municipal councillors appointed by each of the Municipalities, with the composition of the Board being two directors from Flagstaff County and one director from each of the other Municipalities. If a Municipality is dissolved or amalgamated, the Board will be reduced by the number of directors of that Municipality.

ROLE OF FRESS IN THE PROVISION OF REGIONAL FIRE SERVICES

23. Except for matters which cannot be delegated, the Municipalities agree to delegate their powers and duties with respect to the provision of Fire and Emergency Services under the FPPA and the MGA, and responsibilities for Emergency Management under the EMA which the Municipalities choose to delegate, to FRESS, which shall include:

- a. Long term regional fire service planning;
- b. Capital and operational budgeting;

- c. Recruitment and hiring of the Regional Manager/Fire Chief;
- d. Approval of Fire Service Response Level policies including specific levels of service specific to each station in the geographic area of the Regional Fire Services (“Station Service Levels”);
- e. Approval of Key Performance Indicators for each fire station and the processes to measure service viability;
- f. Aid Agreements and approval for them;
- g. SOP (standard operating procedures) and GOP (general operating procedures);
- h. All other matters related to Fire and Emergency Services of the Municipalities.

24. Regional Fire Services will be provided to the Fire Service Response Levels established and determined by FRESS. FRESS is to provide satisfactory response to fires and emergencies having regard to the circumstances, context and the seriousness of the incident.

25. The Municipalities acknowledge that due to the delegation of approval of Fire Service Response Levels to FRESS, the public may have an increased desire for information on the service to be expected. To ensure the public is informed, FRESS agrees to create and implement a public engagement communication strategy to provide opportunities for public input to the Board on the service levels, before approving Fire Service Response Levels (“Public Engagement”). FRESS will publish and make publicly available the Fire Service Response Levels once approved by the Board.

26. The challenge of creating a new Regional Fire Service to provide unified Fire and Emergency Services is recognized, which in order to be successful, will rely on the commitment of existing fire service members to the new model of Regional Fire Services. In order to ensure success, the Board will consider policies that recognize this previous commitment and encourage participation and cooperation in the Regional Fire Services.

27. FRESS shall recruit and employ one Regional Manager/Fire Chief, who shall report to the Board and be responsible for those matters set out in Schedule “E” to this Agreement, or as otherwise identified by the Board, contemplated by the EMA, FPPA and the MGA or other applicable legislation, which will include responsibility for program administration, planning, preparedness, suppression, response and mitigation related to Fire and Emergency Services on behalf of FRESS and the

directions of the Board. The Regional Manager/Fire Chief will be an employee of FRESS.

28. The Regional Manager/Fire Chief is responsible to ensure Regional Fire Services are provided in accordance with Board policies and shall establish response processes including SOPs/SOGs, management procedures, reporting and monitoring to ensure success.

MUNICIPAL COMMITMENTS

29. To initiate, support and maintain FRESS, the Municipalities acknowledge and agree that:

- a. Immediately and in no event later than six (6) months from the date this Agreement is executed, transfer their Current Fire Resources to FRESS in accordance with the form of fire resource assets transfer agreement attached to this Master Agreement as Schedule "C" (the "Asset Transfer Agreement");
- b. The Current Fire Resources will be transferred to FRESS on the basis that these resources are to become the property of FRESS to use or dispose of as FRESS determines, acting reasonably.
- c. When a Municipality leaves the Regional Fire Services, its Current Fire Resources will not be returned to it, it will not have any rights over the Current Fire Resources and the Current Fire Resources will remain the property of FRESS.
- d. Each of the Municipalities will cooperate in creating a list of initial inventory of all Current Fire Resources which are transferred to FRESS.
- e. The Municipalities will adopt a municipal bylaw to provide Fire and Emergency Services through FRESS as set out in Schedule "D" (the "Standard Bylaw"), and for greater certainty the Standard Bylaw will delegate to FRESS the authority to establish the Fire Response Service Level of service for the Regional Fire Service within the geographic region covered by FRESS. The Standard Bylaw for Flagstaff County has some provisions related to obligations under the FPPA, which the other Municipalities do not have.
- f. All existing Contracts for Service held by any of the Municipalities will be transferred to FRESS, and for those which cannot be transferred, assistance will be given to FRESS for the renegotiation of such Contracts for Service.

- g. The Municipalities will provide their own recognition of the current members of their fire departments for their years of service and encourage them to join the Regional Fire Services provided by FRESS.

COSTS & FUNDING OF FRESS

- 30. The Municipalities agree to fund FRESS in accordance with the funding allocation formula and process in Schedule "G".
- 31. Each year, FRESS shall adopt an Operations Budget (three years) and a Capital Budget (five years) to cover the costs and funding of FRESS in accordance with Schedule "G". The Annual Operating Budget is part of the Operations Budget.
- 32. The first Annual Requisition payment will be due on the signing of this Agreement as set out in the budget attached to the Business Plan.
- 33. Extraordinary costs (deficits and operating losses) will be paid by all Municipalities using the funding allocation formula in Schedule "G".

REPORTING

- 34. FRESS shall prepare and deliver to the Municipalities an annual report on Regional Fires Services and each of the Municipalities shall bring it before their council for acceptance.

HAZARD IDENTIFICATION AND RISK ASSESSMENT

- 35. A regional hazard assessment shall be undertaken by or on behalf of FRESS to establish priorities for mitigation strategies, preparedness and response related to Fire and Emergency Services.
- 36. Each of the Municipalities agrees to share results of any municipal risk assessments with FRESS and the Planning and Coordinating Group to identify opportunities for shared mitigation programs between FRESS and/or the Municipalities.
- 37. FRESS will share the results of any risk assessments with the Municipalities affected by such risk assessments to allow them to mitigate any hazards.

MITIGATION OF RISK

- 38. As far as reasonably practicable, having regard to the circumstances, FRESS is to take steps to ensure safety and security and to minimize risks related to Fire and Emergency Services.

39. In response to a reasonable identified risk, FRESS is to make recommendations to the Municipalities who are affected by it.
40. In response to any reasonable identified risk, the Council of any one of the Municipalities may direct that:
- a. A program or process be established to mitigate the risk within their boundaries;
 - b. A program be jointly undertaken by one or more of the Municipalities to mitigate the risk; or
 - c. No action be taken where the Council believes that the cost of mitigation is greater than the potential benefit, the benefit is not achievable, or such other reasons as the Council may deem appropriate in the circumstances.

INSURANCE & INDEMNITY

41. It is understood and agreed that an Assisting Municipality and the Municipalities shall not be liable for any penalties, damages or losses whatsoever for delay or failure to respond to any request for aid or for any breach of this Agreement committed by the Assisting Municipality or the Municipalities, notwithstanding that the penalties, damages or losses may result wholly or partially from the negligence of the Assisting Municipality or the Municipalities.
42. When an Emergency or Disaster occurs, the Requesting Municipality shall indemnify and hold harmless the Assisting Municipalities and the Municipalities for damage to or loss of any apparatus, equipment or otherwise which is the result of the Assisting Municipalities or Municipalities providing assistance. The Requesting Municipality releases FRESS, the Assisting Municipalities and the Municipalities from all actions, claims and demands of every nature or kind which it may have against FRESS, the Assisting Municipalities or the Municipalities, including any breach of this Agreement or negligence.
43. Notwithstanding anything to the contrary in this Agreement, none of the Assisting Municipalities or the Municipalities shall have any liability for providing assistance to a Requesting Municipality or FRESS, including:
- a. With respect to their respective obligations under this Agreement or otherwise for consequential, indirect, exemplary or punitive damages even if they have been advised of the possibility of such damages; and
 - b. For any losses, claims, demands, actions, payments, judgments, costs or expenses whatsoever which may be incurred due a refusal or inability to provide assistance, or otherwise.

44. During the term of this Agreement, each of the Municipalities and FRESS shall, at their own respective cost and expense, maintain in full force and effect general liability insurance in an amount not less than FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence for personal injury and/or property damage and any other insurance that is mutually agreed to by the Municipalities and reasonably obtainable. Notwithstanding the foregoing, it is agreed that the aforementioned policy limits do not define or limit one of the Member's liability to indemnify one of the other Member(s) under this Agreement.

45. The Municipalities agree to forward a copy of this Agreement to their municipal insurer and to be responsible for the cost of any increase in insurance premiums which may result.

COOPERATION IN LITIGATION

46. In the event anyone sues any of the Members, or files a complaint or other grievance against the Members or FRESS which is directly or indirectly related to matters in this Agreement, the Members will cooperate with each other in any investigation related to it, in defending it and the Members agree to testify in any proceedings related to it, if requested or required by another party. This obligation continues to be binding on the Members after this Agreement ends and when one of the Members no longer belongs to FRESS and the Regional Fire Services.

INFORMATION TO BE PROVIDED

47. FRESS, and the Municipalities, are to share information, documents and records as may be required to give effect the intent of this Agreement. Relevant documents, records and information are to be provided when requested.

CONFIDENTIALITY

48. All confidential information of the Municipalities and FRESS is to be kept confidential by the Members. Confidential information is information of the Members which is not in the public domain. Confidential information which is not lawfully in the public domain remains confidential information of the Members. This obligation continues to be binding on the Members after this Agreement ends and when any of the Members no longer belongs to FRESS.

BUSINESS PLAN

49. The proposed business and implementation plan from Transitional Solutions Inc., which is set out in Schedule "H", will be adopted by FRESS ("Business Plan"). FRESS is to develop further Business Plans as may be required which are approved by the Board.

50. The first full year of operations of FRESS will begin on January 1, 2020 or as soon as the FRESS not for profit corporation is approved and registered. Each of the Municipalities will transfer their annual requisition amount to FRESS beginning on July 1 of each year with the first payment due, as set out in the four-year budget attached to the Business Plan.
51. Records and reports will be established and maintained by FRESS which provide information to decision-makers in a timely and accurate manner. Records and Reports will include:
- a. Confidential employment and other records for all staff, volunteers, others associated with FRESS in providing the Regional Fire Services;
 - b. Apparatus and equipment inventories, repair and maintenance and other like or similar information which may be required;
 - c. Building inventories, repair and maintenance and other like or similar information as may be required;
 - d. Training, education and experience for each employee, firefighter or volunteer firefighter;
 - e. Program records reflecting costs, outputs and outcomes including training program, Safety Codes inspections, response, and other like or similar information which may be required;
 - f. Capability and viability assessments for programs and fire stations;
 - g. Service reports to the Board;
 - h. Requests for decision/direction;
 - i. Media and public releases of information;
 - j. Other records as deemed necessary by the Board or the Regional Manager/Fire Chief.

CONTRACTING WITH OTHERS

52. FRESS may contract with other municipalities who are not Members of FRESS to provide Fire and Emergency Services. At all times, the priority of FRESS is to provide Fire and Emergency Services to its Members first.

WITHDRAWING FROM FRESS

53. A Member may withdraw from FRESS and this Agreement, by providing all Members and FRESS with at least twenty-four (24) months advance written notice. The withdrawal of any Member from this Agreement shall in no way impact the remaining Members, and this Agreement shall continue in full force and effect between the remaining Municipalities and FRESS. None of the Members shall be permitted to withdraw from this Agreement during a declared state of local Emergency or local Disaster.

- a. Unless otherwise authorized by the Board in writing, the effective date of withdrawal from FRESS is to be only effective on January 1st at the commencement of the Calendar Year ("Effective Date of Withdrawal"). Having regard to the Effective Date of Withdrawal more than twenty-four (24) months of notice may be required by the Municipality to withdraw from FRESS.

54. When a Municipality withdraws from FRESS after providing the required notice, the Current Fire Resources and any other property (real and personal) which were transferred to FRESS, shall remain with FRESS and continue to be the property of FRESS. The Municipality who withdraws from FRESS shall not be entitled to any Current Fire Resources, any other property which was transferred to FRESS and any property of FRESS. The Municipality who withdraws from FRESS must not make any claims over such property or the Current Fire Resources or otherwise against FRESS, or the remaining Municipalities.

55. As of the Effective Date of Withdrawal after the required notice is provided, the provisions of this Agreement which survive the termination of this Agreement continue to be binding on the Municipality who no longer belongs to FRESS. As of the Effective Date of Withdrawal, Regional Fire Services are no longer provided to Municipality who withdraws from FRESS.

SUCCESSOR MUNICIPALITIES

56. The MGA covers the change of status of a municipality. If a Member Municipality is dissolved, amalgamated or merged with another municipality, or another municipality takes the place of all or part of it, this Agreement will be binding on the successor municipality ("Successor").

57. The Successor is responsible for all obligations of the Member Municipality in this Agreement and with FRESS. The Successor is deemed to be signatory to this Agreement and a Member of FRESS as of the date the Successor took over all or part of the Member Municipality or replaced it, subject to any Ministerial Order.

INDEFINITE TERM AND TERMINATION

58. This Agreement shall come into force when it has been signed by all the Municipalities. This Agreement shall remain in effect indefinitely, or until such time as the Members who continue to belong to FRESS, mutually agree in writing to end it.
59. This Agreement automatically ends without notice or penalty when FRESS is discontinued, becomes insolvent or is assigned or petitioned into bankruptcy or ceases to conduct business.

ALLOCATION OF RISK AND LIABILITY

60. All costs and risks relating to FRESS and the conduct of the business of FRESS as between FRESS and the Municipalities, shall be apportioned and be limited in accordance with the percentage allocation of liability for each of the Municipalities as calculated in the Allocation Formula in Schedule "G". The Municipalities specifically agree to take such actions as may be required to ensure their contribution arising out of any such liability is apportioned strictly in accordance with the Allocation Formula and is paid in a timely manner. This obligation shall continue to be binding on the Municipalities after they no longer belong to FRESS and after they are no longer a party to this Agreement. The amount of such risks and liabilities may not be known to FRESS for some years until after a Municipality no longer belongs to FRESS and is no longer a party to this Agreement.

COORDINATION AND COOPERATION ON COMPLAINTS

61. The Municipalities acknowledge and agree that they will coordinate and cooperate with each other and FRESS when complaints are received related to the Regional Fire Services or Fire Service Response Levels ("Complaint"). FRESS is to establish a written Complaint Process.

REMEDIES FOR DEFAULT

62. "Triggering Event" means any one or more of the following:
- a. "Fundamental Breach" is where the event(s) result from the failure by a Member or FRESS to perform a primary obligation in this Agreement which has the effect of depriving benefits or rights related to such primary obligation;
 - b. "Default" is the failure of a Member or FRESS to obtain, perform or carry out its obligations in this Agreement;

- c. Matters which are trivial, frivolous, vexatious or are without merit are not a Fundamental Breach or Default;
- d. A Default or a Fundamental Breach is to be remedied within thirty calendar (30) days after notice in writing advising of it or within such longer reasonable time specified in the notice advising of it; and
- e. The failure to take reasonable steps to defend and remedy an action, proceeding, lien, charge or attachment related to the Regional Fire Services within thirty (30) days of being notified of it in writing or such longer reasonable time specified in the notice (“Proceedings”).

63. Whenever a Triggering Event occurs, the Guiding Principles are to be followed.

64. After following the Guiding Principles and the foregoing remedy process related to a Triggering Event, a Member or FRESS that alleges there is an unresolved Triggering Event, may initiate the Dispute Resolution Process.

DISPUTE RESOLUTION PROCESS

65. A “Dispute” is any difference arising out of the interpretation, application administration or alleged violation of this Agreement and includes all actions, complaints and claims related to Regional Fire Services and FRESS providing Fire and Emergency Services to the Municipalities.

66. The “Complainant” is the Member(s) or FRESS alleging there is a Dispute. The “Respondent” is the Member(s) or FRESS whom the Dispute is against.

67. All Disputes, which cannot be resolved by negotiation or alternative dispute resolution, shall be decided before a three person arbitration board or by a single arbitrator agreed upon by Complainant and Respondent. When there is no agreement on the neutral chair for the arbitration board or the arbitrator, the Court is to appoint the chair or arbitrator. The foregoing is the Dispute Resolution Process. The steps to be followed for the Dispute Resolution Process are set out below.

68. Subject to applicable laws, any negotiated resolution of the Dispute, any resolution of the Dispute by alternative dispute resolution and the award of the arbitration board or arbitrator, are to be kept confidential amongst the Municipalities and FRESS.

69. For the purposes of the Dispute Resolution Process, “days” shall mean business days, exclusive of Saturdays, Sundays and statutory holidays and does not include the period of time from December 25th of one year to January 1st of the next year.

70. At any time, the time limits specified in the Dispute Resolution Process may be extended by mutual agreement in writing of the Parties to the Dispute.
71. When there is a Dispute, reasonable efforts for mitigation of losses are to be taken by the Complainant.
72. At all times, during the Dispute Resolution Process, FRESS is to continue to provide Fire and Emergency Services to the Municipalities involved in the Dispute in accordance with this Agreement and the Guiding Principles.
73. When there is a Dispute between one or more of the Municipalities, FRESS may participate and be part of the negotiation and alternative dispute resolution, but not arbitration, unless FRESS is required to provide evidence at arbitration or unless the Complainant and Respondent agree FRESS may participate in the arbitration.
74. The Complainant and Respondent involved in the Dispute are to adhere to the Guiding Principles.
75. The Parties to the Dispute acknowledge the Court's authority with respect to the detention, preservation and inspection of property and interim injunctions.

76. Step One: Serving Complaint & Resolution

- a. The Complainant shall set out the particulars, details and circumstances of the Dispute in writing, including what is being complained about, the incidents complained about, the dates of the incidents, names, the redress sought and what provisions of this Agreement relate to the Dispute.
- b. The Complainant is to provide the written Dispute to the Respondent within ninety (90) days from the date the circumstances occurred which gave rise to the Dispute, or the date which the Complainant ought to reasonably have been aware of the circumstances which gave rise to the Dispute, whichever first occurs.
- c. Where the Dispute is between one or more Municipalities, the Complainant is to provide the Complaint to the CAOs of the Respondent Municipalities.
- d. Where the Dispute is against FRESS, the Complaint is to be provided to the Regional Manager/Fire Chief.
- e. From the date the Dispute was provided to the Respondent, the Complainant and Respondent have ninety (90) days to try and resolve it by engaging in negotiations. Negotiations are to be in good faith.

- f. The Complainant and Respondent may mutually agree to attempt to resolve any Dispute by using alternative dispute resolution, including mediation, facilitation or other form of dispute resolution. When alternative dispute resolution is used, the time limits related to negotiation and arbitration are suspended. If the dispute or issue is resolved using alternative dispute resolution, the resolution is to be in writing.
- g. The Complainant bears its own costs in filing a Dispute. The Complainant and Respondent each bear their own costs related to negotiation of the Dispute. The Complainant and Respondent bear their own costs for attending alternative dispute resolution and are to each pay one half of the costs of a mediator, facilitator or other third party whose services are engaged for alternative dispute resolution.

77. Step Two: Arbitration

- a. Arbitration may be by a single arbitrator or a three person arbitration board. There has to be mutual agreement of the Complainant and Respondent for a single arbitrator. A three person arbitration board is used when arbitration by a single arbitrator is not agreed. The three person arbitration board consists of a nominee of the Complainant, a nominee of the Respondent and a neutral chair.
- b. When a Dispute is not resolved within the time for negotiation or such further time as may be mutually agreed in writing for negotiation, the Complainant has sixty (60) days to refer the Dispute to arbitration by giving the Respondent written notice of referral of the Dispute to arbitration. The notice of arbitration is to indicate the name and contact information for the Complainant's nominee to the arbitration board, or in the case of a single arbitrator, the name and contact information of the single arbitrator the Complainant is proposing.
- c. Where the Dispute is between one or more Municipalities, the Complainant is to provide notice of referral to arbitration to the CAOs of the Respondent Municipalities.
- d. Where the Dispute is against FRESS, the Complainant is to provide the referral to arbitration to the Regional Manager/Fire Chief.
- e. From the date the notice of arbitration is received by the Respondent, the Respondent has thirty (30) days to provide the Complainant with the name and contact information of its nominee to the arbitration board, or to accept single arbitration if proposed by the Complainant and accept the name of the single arbitrator, or reject the name of the single arbitrator and provide the name and contact information of a single arbitrator to hear the Dispute, or reject single arbitration and advise the Complainant of the name of the Respondent's

nominee appointed to the arbitration board and contact information. Where the Complainant's referral to arbitration was a single arbitrator and single arbitration was rejected by the Respondent, the Complainant has thirty (30) days to appoint its nominee to the arbitration board from the time the Respondent provided the name of its nominee to the arbitration board to the Complainant.

- f. Where there is more than one Complainant to the Dispute, the Complainants are to agree on the name of the single arbitrator or their nominee to the arbitration board.
- g. Where there is more than one Respondent to the Dispute, the Respondents are to agree on the name of the single arbitrator or their nominee to the arbitration board.
- h. The two nominees to the arbitration board are to agree on a neutral chair for the arbitration board within sixty (60) days of the last nominee being appointed to the arbitration board.
- i. Where the Complainant and Respondent cannot agree on the name of a single arbitrator, or the nominees cannot agree on a chair for the arbitration board, an application may be made to the Court for the appointment of a single arbitrator or chair of the arbitration board within sixty (60) days from the time limits noted above.
- j. An arbitrator or arbitration board selected by the Complainant and Respondent, or when a single arbitrator or chair of the arbitration board is appointed by the Court, must be qualified to conduct the arbitration by having the competency, knowledge, experience, ability and expertise to perform the arbitration relative to the nature of the Dispute. The Parties to the Dispute agree that when the single arbitrator or chair of the arbitration board who was appointed does not have the competency, knowledge, experience, ability and expertise to perform the arbitration related to the Dispute, he or she will be disqualified and will be replaced. Where such arbitrator or chair is disqualified, within sixty (60) days, the Complainant and Respondent are to agree on the name of a replacement arbitrator or the nominees are to agree on the name of a replacement chair, failing which an application may be made to the Court within sixty (60) days to appoint a replacement arbitrator or chair.
- k. The arbitrator or arbitration board is to hear and determine the Dispute as soon as reasonably practicable after being appointed and issue an award in writing. The arbitrator or arbitration board is to provide a fair hearing of the Dispute.
- l. At the hearing, and in rendering an award, the arbitrator or arbitration board must take the Guiding Principles into consideration.

- m. The arbitrator or arbitration board will not have the power to alter, amend or change the provisions of this Agreement or to substitute any new provisions for any existing provisions. Without the agreement of the Parties to the Dispute, the arbitrator or arbitration board is not to adjudicate on anything which is not specified in the Dispute.
- n. When the award of the arbitration board is not unanimous, the award of the majority applies. When there is no majority, the award of the chair applies.
- o. Unless agreed otherwise in writing between the Complainant and Respondent, the arbitration shall take place in Edmonton, Alberta.
- p. The arbitrator or arbitration board has the authority to make an order for the detention, preservation or inspection of property and documents which are relevant to the arbitration.
- q. The arbitrator or arbitration board has the power to order specific performance, injunctions and other equitable remedies.
- r. The Complainant and Respondent are to pay the costs for their nominees to the arbitration board, and are to each pay one half of the costs of the chair of the arbitration board or the single arbitrator.
- s. Costs may be awarded by the arbitration board or single arbitrator.
- t. Subject to judicial review/appeal, the decision of the arbitrator shall be final and binding on the Complainant and Respondent.
- u. Subject to the foregoing, the arbitration is in accordance with the *Arbitration Act*, R.S.A. 2000, c. A-43, as amended.

78. Step Three: Appeal To Court

- a. The award of the arbitrator or arbitration board may be appealed to the Courts by the Complainant or Respondent within thirty (30) calendar days of receiving the award, on a question of law, question of fact or on a question of mixed fact and law.

AMENDMENT

79. Any modification or amendment to this Agreement must be in writing and be duly executed by all of Parties to this Agreement, failing which it will have no force and effect.

80. This Agreement continues in effect and is binding on all Members and those Municipalities that no longer belong to FRESS and are no longer part of the Regional Fire Services for those parts of this Agreement which continue when a Member withdraws from FRESS.

GOVERNING LAW

81. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the applicable laws of Canada.

SEVERABILITY

82. If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect by reason of any rule of law or public policy, the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless, as a result of such determination, this Agreement would fail in its essential purpose.

NON-ASSIGNMENT

83. No Member or FRESS may assign its rights under this Agreement without the prior written consent of all the other Members.

TIME

84. Where in this Agreement a period of time is prescribed, dated or calculated from a day or event, the time shall be calculated excluding such day or the day of such event, unless a contrary interpretation appears.

85. When in this Agreement the time for doing anything falls or expires on a Saturday, Sunday or statutory holiday, then such thing may be validly done on the first day thereafter which is not a Saturday, Sunday or statutory holiday.

HEADINGS

86. The headings used in this Agreement are for convenience only and are not to be construed in any way as additions to or limitations of the covenants and agreements contained in it.

SINGULAR/PLURAL

87. Where it is evident from the intent, meaning and content of wording in this Agreement wherever the singular or masculine is used, it shall be considered as if the plural or feminine had been used.

MISCELLANEOUS

88. All references in this Agreement to dollars shall be Canadian dollars.
89. The waiver by a Party of any breach or violation of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach or violation. No failure on the part of a Party to exercise, and no delay in exercising, any right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
90. This Agreement will ensure to the benefit of and will be binding on the Parties and their respective successors, assigns and lawful representatives.
91. This Agreement constitutes and expresses the whole agreement of the Parties hereto with reference to the contractual relationship between the Parties and with reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned with reference to Fire and Emergency Services, and all promises, representations and understandings relative thereto are merged herein.
92. The Parties will, execute and deliver or will cause to be done, all such further deeds, instruments, documents, acts and things as may be reasonably required for the purpose of giving effect to this Agreement.

COUNTERPARTS

93. This Agreement may be executed in counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same Agreement, which shall be sufficiently evidenced by such original executed counterparts. An executed faxed, PDF or other electronic copy of this Agreement is deemed to be the same as the original. A faxed, PDF or other electronic copy of this Agreement may be executed in counterparts, each of which when so executed shall be deemed to be the same as an original and all of which together shall constitute one and the same Agreement, which shall be sufficiently evidenced by such faxed, PDF or other electronic version executed counterparts.

IN WITNESS WHEREOF THIS AGREEMENT IS EXECUTED ON BEHALF OF THE PARTIES, BY THE HANDS OF THEIR OFFICERS DULY AUTHORIZED IN THAT BEHALF AND UNDER SEAL AFFIXED HERETO:

FLAGSTAFF COUNTY

Per:

TOWN OF DAYSLAND
Per:

TOWN OF HARDISTY
Per:

TOWN OF KILLAM
Per:

TOWN OF SEDGEWICK
Per:

VILLAGE OF ALLIANCE
Per:

VILLAGE OF FORESTBURG

Per:

VILLAGE OF HEISLER

Per:

VILLAGE OF LOUGHEED

Per:

FLAGSTAFF REGIONAL EMERGENCY SERVICES SOCIETY

(or such other name which is registered)

Per:

LIST OF SCHEDULES

Schedule	Description
A	Articles of Incorporation of FRESS
B	Procedures of FRESS
C	Asset Transfer Agreement
D	Standard Bylaw
E	Responsibilities of FRESS Regional Manager/Fire Chief
F	Flagstaff Regional Emergency Management Plan & Agency
G	Finance & Funding of FRESS
H	Transitional Solutions Inc. Business & Implementation Plan

SCHEDULE "A"

Articles of Incorporation of Flagstaff Regional Emergency Services Society

The purpose of the non-profit organization, the Flagstaff Regional Emergency Services Society, is to devote its activities, objects and purposes to benefitting member municipalities, communities, taxpayers and the public in relation to the following:

1. To advance and promote fire and related or other emergency services through the regional fire services organization.
2. "Emergency" and "Emergencies" includes an accident, incident, event or other thing where there is the actual or potential for serious harm to the health, safety or welfare of people, the community or the potential or actual damage to persons, property or the environment.
3. "Fire Services" includes services related to the suppression or prevention of fires, fire safety, controlling and extinguishing fires, education, training, development and communication, inspections, rescue, emergency services related to fires, prevention of or response to fire or other emergency incidents, activities of firefighters and entities or others who direct or provide such services and activities, and any other work, duties or otherwise related to or incidental to providing services related to fires, and includes work or services using firefighters in an employment relationship, dependent contractor firefighters, volunteer firefighters, independent contractor firefighters, utilizing, repairing and maintaining firefighting equipment and facilities, fire stations and anything related to them, apparatus, equipment, property, machinery and devices used for the foregoing, and the delivery and provision of such services.
4. "Fire and Emergency Services" includes all services, activities and works related to Fire Services and Emergencies and anything related, incidental, ancillary, connected or otherwise related to Fire Services and Emergencies.
5. Establishing, maintaining, constructing, leasing and entering into contracts or other arrangements for firehalls, buildings, structures, training centres, other facilities and services related to Fire Services and Emergencies.
6. Educating members and the public on Fire Services and Emergencies, including planning, preparation, prevention, suppression, safety, risk and response.
7. Providing Fire and Emergency Services, which are provided to serve the needs of the public in composite fire and emergency operations in rural and urban settings which includes fire prevention, fire suppression, fire rescue, inspections and other work, duties or services to protect and serve the community and related, ancillary, connected or incidental activities.

8. Engaging, promoting and enhancing Fire and Emergency Services for the safety, health and welfare of the public in communities for the protection and preservation of people and property and the environment.
9. Providing Fire and Emergency Services and other ancillary, incidental, connected or related services for the betterment and protection of people, communities and real or personal property.
10. Providing Fire and Emergency Services and ancillary, incidental, connected or related services, including those related to accidents and incidents, when urgent work or response is necessary or when unforeseen or unpreventable circumstances occur.
11. Providing Fire and Emergency Services and ancillary, incidental, connected or related services for dealing with, assisting, helping or mitigating urgent and critical situations which may be caused by accident, incident, drought, fire, flood, earthquake, storm, tornado, terrorism, insurrection or other occurrence and to assist with the safety, health or welfare of the community, persons or property and the environment and the elimination of hazards or stabilization of hazards and risks.
12. Using, employing and engaging the services of firefighters, emergency personnel, workers and other manpower needed or required for Fire Services and Emergencies, including for events, occurrences, incidents, operations, fire inspections, fire investigations and other actions or needs and any person who directs those activities and training related to those activities.
13. The provision of fire and related emergency services which includes suppression, prevention, rescue, emergency and ancillary, incidental, connected, related or other activities performed, conducted, engaged, supervised or managed related thereto.
14. To alleviate suffering and harm to persons, property and the environment which are caused by fires and Emergencies.
15. Engaging in fund raising activities, and using the assets and monies for Fire and Emergency Services.
16. To assist other communities with Fire and Emergency Services as may be required.
17. Providing persons, property, equipment, expertise and other resources in furtherance of Fire and Emergency Services and the foregoing.
18. All of the resources of the organization are to be devoted to its purposes and objects.
19. Any profits or other accretions to the organization shall be used in furtherance of its purposes.

20. Only municipalities may be members. Municipality is as defined in the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended. Only Flagstaff County (including the Hamlets of Strome and Galahad), Town of Daysland, Town of Hardisty, Town of Killam, Town of Sedgewick, Village of Alliance, Village of Forestburg, Village of Heisler and Village of Lougheed may be members.
21. There is to be one class of members. Each member is entitled to receive notice of, and attend and vote at meetings of members.
22. There is to be a minimum of three (3) directors and a maximum ten (10) directors on the Board of Directors ("Board"). Flagstaff County has two (2) directors on the Board and each of the other municipalities who are members have one (1) director on the Board. Directors each have one (1) vote. Directors are to be Councillors of the Municipalities.
23. To be valid and effective, bylaws require approval by special resolution of at least seventy-five percent (75%) of all of the members, or be consented to in writing by all of the Members
24. Budgets and requisitions for funds from the municipalities are to be approved by a majority of the total directors of the Board. Budgets and requisitions are to be approved by at least seventy-five percent (75%) of all members.
25. Upon discontinuance and liquidation, after discharge of liabilities, the remaining property shall be distributed to the municipalities who are members at the time of discontinuance and liquidation, and the remaining property may be distributed in money or in-kind to such remaining members in accordance with the funding formula used by the organization to obtain funds from the municipalities prior to discontinuance and liquidation.

SCHEDULE "B"

Procedures of Flagstaff Regional Emergency Services Society

1. Until bylaws are passed by the Board of FRESS which are approved by the Municipalities, the following procedures apply. Where there is an inconsistency between the following procedures and the provisions of the CNFPCA, the provisions of the CNFPCA shall apply.
2. The Board shall meet a minimum of six (6) times each year and shall have the option of calling special meetings of the Board on an as needed basis, upon fourteen (14) days advance notice to all members of the Board. The Regional Manager/Fire Chief or designate shall attend all meetings. In the event of a pending or imminent Emergency, no notice shall be required to call a special meeting of the Board. The Regional Manager/Fire Chief shall use his/her best efforts to be present at all meetings despite no notice having been provided. The Directors of the Board shall be responsible for reporting back to their respective municipal Councils to ensure that strong communication is maintained and to ensure transparency of FRESS.
3. Agendas for all upcoming regular meetings of the Board shall be distributed to Municipalities and the Board a minimum of one (1) week prior to the scheduled date of the meeting, to provide sufficient opportunity to review and prepare.
4. Minutes shall be kept at each of the Board meetings and shall be circulated to the Directors, the Regional Manager/Fire Chief and the CAO from each of the Municipalities within ten (10) working days of the meeting.
5. For regular meetings and business, fifty-one percent (51%) of the total number of Directors of the Board shall constitute a quorum of the Board and a motion or resolution of the Board may only be passed by an affirmative vote of the majority of the Directors present voting on the motion or resolution.
6. A resolution signed by all of the Directors of the Board is valid without holding a meeting.
7. A majority of the Directors of the Board are to approve and recommend the Annual Operating Budget, Operations Budget and Capital Budget to the Members.
8. Budgets require the approval of the Members. For approval of the Annual Operating Budget, Operations Budget and Capital Budget, a resolution passes if at least seventy-five percent (75%) of all of the Members accept the Budgets.
9. The Members shall approve the Annual Requisition, in accordance with Schedule G, which shall be provided to each Municipality for the next Calendar Year no later than October 1st of the previous Calendar Year.

10. The Board shall have the authority to alter, establish and implement rules to govern the conduct of their meetings from time to time, subject to the approval of the majority of the Directors.
11. The Board shall approve production and distribution of an annual report on the services of the Regional Fire Services and provide each of the Municipalities with copies of it.
12. The Board may seek the advice of staff and others as deemed appropriate, but such advisors will have no right to vote on matters coming before the Board and such advice is not binding. Advisors may include, but not be limited to, Fire Department Members, Office of the Fire Commissioner, AEMA, the Department Head of any of the Municipalities, or representatives from such organizations as the RCMP, Emergency Social Services, Alberta Health Services, Public Utilities, the Alberta Energy Regulator, Alberta Environment, School Divisions, Industry or others.
13. The Members agree that unless otherwise authorized by special resolution of at least seventy-five percent (75%) of all of the Members, or consented to in writing by all of the Members, the Members shall not cause or permit FRESS, and the Board shall not authorize FRESS to:
 - a. take or institute any proceedings for the winding up, reorganization or dissolution of FRESS;
 - b. enter into any financial commitment of any type whatsoever, including any operating expenditure or other expenditure or any purchase of capital assets or other capital expenditure, where such purchase or expenditure is in excess of twenty-thousand dollars (\$20,000) for any single transaction which has not been approved in the Capital Budget or in an Emergency Supplemental Budget;
 - c. borrow money on the credit of FRESS in excess of the amount noted in (b);
 - d. sell, lease or exchange all or substantially all of the property of FRESS other than in the ordinary course of business;
 - e. make any payment in reduction of advances that are not budgeted;
 - f. be continued or registered as a body incorporated in a jurisdiction which is not approved by the Members;
 - g. reorganize;
 - h. purchase or sell any real or immovable property;
 - i. enter into partnerships or joint ventures;

- j. amend, repeal, or enact any bylaws other than those already in place;
- k. enter into any contract outside of FRESS's ordinary course of business;
- l. make a general assignment for the benefit of creditors or enter into receivership;
- m. make a voluntary assignment to a trustee in bankruptcy;
- n. issue, re-issue, sell or pledge the debt obligations of FRESS; or
- o. mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of FRESS owned or subsequently acquired, to secure any obligation of FRESS.

SCHEDULE “C”

FIRE SERVICE ASSET TRANSFER AGREEMENT

THIS AGREEMENT made effective the ____ day of _____, 2020 (the “Effective Date”)

BETWEEN:

Flagstaff County,
 (“Flagstaff County”)

- and -

Town of Daysland,
 (“Daysland”)

- and -

Town of Hardisty
 (“Hardisty”)

- and -

Town of Killam
 (“Killam”)

- and -

Town of Sedgewick
 (“Sedgewick”)

- and -

Village of Alliance
 (“Alliance”)

- and -

Village of Forestburg
 (“Forestburg”)

- and -

Village of Heisler
("Heisler")

- and -

Village of Lougheed
("Lougheed")

- and -

[Name of Controlled Entity]
[("Short Name of Controlled Entity")]

- and -

Flagstaff Regional Emergency Services Society
("FRESS")

FIRE RESOURCES ASSET TRANSFER AGREEMENT

WHEREAS Flagstaff County, Daysland, Hardisty, Killam, Sedgewick, Alliance, Forestburg, Heisler and Lougheed are municipalities situated in the Province of Alberta and incorporated pursuant to the *Municipal Government Act*, RSA 2000, c. M-26 (the "Municipalities");

WHEREAS... ******(identify, define and describe "Controlled Entities")******

WHEREAS FRESS is not-for-profit entity registered under the *Canada Not-for-Profit Corporations Act*, S.C. 2009, c. 23, or such other legislation, for the purpose of providing Regional Fire and Emergency Services to the Municipalities within their boundaries;

WHEREAS the Master Agreement between the Municipalities and FRESS requires each Municipality to transfer its Current Fire Resources, as defined in the Master Agreement, to FRESS and to cause any entity controlled by the Municipality to transfer its Current Fire Resources to FRESS;

WHEREAS the Municipalities desire to enter into this Agreement to give effect to the requirements and objects of the Master Agreement;

NOW THEREFORE in consideration of the mutual covenants and representations herein contained, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1 DEFINITIONS

- 1.01 **“Assets”** means real and personal property related to Fire and Emergency Services.
- 1.02 **“Controlled Entity”** means any one of the Controlled Entities referred to in the preamble to this Agreement.
- 1.03 **“Current Fire Resources”** has the meaning provided for in the Master Agreement.
- 1.04 **“Fire and Emergency Services”** has the meaning provided for in the Master Agreement.
- 1.05 **“Municipality”** means any one of the Municipalities referred to in the preamble to this Agreement.
- 1.06 **“Transferors”** means the Municipalities and Controlled Entities, and “Transferor” means any one of them.

TRANSFER OF ASSETS

1.07 Each of the Transferors hereby agrees to transfer, convey and assign to FRESS, its successors and assigns, all of the Transferor’s right, title and interest, both legal and equitable, in and to the Current Fire Resources and Assets as of the Effective Date of this Agreement, including the property identified in the following schedules, which are attached to and form a part of this Agreement:

Schedule “A”	Flagstaff County Assets
Schedule “B”	Town of Daysland Assets
Schedule “C”	Town of Hardisty Assets
Schedule “D”	Town of Killam Assets
Schedule “E”	Town of Sedgewick Assets
Schedule “F”	Village of Alliance Assets
Schedule “G”	Village of Forestburg Assets
Schedule “H”	Village of Loughheed Assets
Schedule “I”	Village of Heisler
Schedule “J”	***Name of Controlled Entity Assets***

1.08 Each of the Transferors covenants that as of the Effective Date of this Agreement it is the lawful owner of the Current Fire Resources and Assets and has good and marketable title thereto, free and clear of any liens, encumbrances, restriction and claims of every kind and nature whatsoever. Without limiting the generality of the foregoing the parties to this Agreement covenant and agree with one another to enter into all further assurances and execute all such transfers and related documents as may be necessary or desirable to give complete effect to this Agreement and the Master Agreement.

1.09 The Transferors acknowledge and agree that as of the Effective Date of this Agreement the Current Fire Resources and Assets will be transferred to FRESS unconditionally and without restriction, and that FRESS will have the sole and unfettered discretion to use and dispose of the Current Fire Resources and Assets as it determines necessary and reasonable for the regional Fire and Emergency Services. In the event of the withdrawal of a Municipality from FRESS, or when a Municipality otherwise no longer belongs to FRESS, or there is the dissolution of FRESS, the Current Fire Resources and Assets will not be returned, conveyed or transferred back to the Municipality or Controlled Entity.

2 GENERAL

2.01 Each of the parties confirm that they have had an opportunity to consult with a legal advisor before entering into this Agreement and know the contents hereof and hereby execute the same of their own free act and will, fully understanding the contents hereof. Each of the parties acknowledges and affirms that they have not been influenced to any extent whatsoever in making this Agreement by any additional representations or statements.

2.02 The parties understand and agree that this Agreement and the Master Agreement contains the entire agreement between them and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be amended without the prior written consent of all parties to this Agreement.

2.03 No party may assign its rights under this Agreement without the prior written consent of all of the other parties hereto.

2.04 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.

2.05 If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless, as a result of such determination, this Agreement would fail in its essential purpose.

2.06 This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have hereunto executed this agreement under hand and seal on the day and year above first written.

FLAGSTAFF COUNTY

Per: _____

(Corporate seal)

Per: _____

TOWN OF DAYSLAND

Per: _____

(Corporate seal)

Per: _____

TOWN OF HARDISTY

TOWN OF KILLAM

Per: _____
(Corporate seal)

Per: _____
(Corporate seal)

Per: _____

Per: _____

TOWN OF SEDGEWICK

VILLAGE OF ALLIANCE

Per: _____
(Corporate seal)

Per: _____
(Corporate seal)

Per: _____

Per: _____

VILLAGE OF FORESTBURG

VILLAGE OF LOUGHEED

Per: _____
(Corporate seal)

Per: _____
(Corporate seal)

Per: _____

Per: _____

VILLAGE OF HEISLER

FLAGSTAFF REGIONAL EMERGENCY SERVICES SOCIETY

Per: _____
(Corporate seal)

Per: _____
(Corporate seal)

Per: _____

Per: _____

Witness (if no corporate seal)

*Name of Controlled Entity”

Per: _____
(Corporate seal)

Per: _____

SCHEDULE "A"
FLAGSTAFF COUNTY ASSETS

Fire Station

Legal Description	Municipal Address	Description of Improvements

Vehicles

Year	Description	Serial Number

Other Assets & Property

Description	Quantity

SCHEDULE "B"
TOWN OF DAYSLAND ASSETS

Fire Station

Legal Description	Municipal Address	Description of Improvements

Vehicles

Year	Description	Serial Number

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Other Assets & Property

Description	Quantity

**SCHEDULE “C”
TOWN OF HARDISTY ASSETS**

Fire Station

Legal Description	Municipal Address	Description of Improvements

Vehicles

Year	Description	Serial Number

Other Assets & Property

Description	Quantity

**SCHEDULE “D”
TOWN OF KILLAM ASSETS**

Fire Station

Legal Description	Municipal Address	Description of

		Improvements

Vehicles

Year	Description	Serial Number

Other Assets & Property

Description	Quantity

**SCHEDULE "E:
TOWN OF SEDGEWICK ASSETS**

Fire Station

Legal Description	Municipal Address	Description of Improvements

Vehicles

Year	Description	Serial Number

Other Assets & Property

Description	Quantity

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**SCHEDULE “F”:
VILLAGE OF ALLIANCE ASSETS**

Fire Station

Legal Description	Municipal Address	Description of Improvements

Vehicles

Year	Description	Serial Number

Other Assets & Property

Description	Quantity

**SCHEDULE “G”
VILLAGE OF FORESTBURG ASSETS**

Fire Station

Legal Description	Municipal Address	Description of Improvements

Vehicles

Year	Description	Serial Number

Other Assets & Property

Description	Quantity

**SCHEDULE "H"
VILLAGE OF LOUGHEED ASSETS**

Fire Station

Legal Description	Municipal Address	Description of Improvements

Vehicles

Year	Description	Serial Number

Other Assets & Property

Description	Quantity

SCHEDULE "I"
VILLAGE OF HEISLER ASSETS

Fire Station

Legal Description	Municipal Address	Description of Improvements

Vehicles

Year	Description	Serial Number

Other Assets & Property

Description	Quantity

SCHEDULE "J"
****NAME OF CONTROLLED ENTITY ASSETS****

Fire Station

Legal Description	Municipal Address	Description of Improvements

Vehicles

Year	Description	Serial Number

Other Assets & Property

Description	Quantity

SCHEDULE "D"

[STANDARD BYLAW]

*****For Towns & Villages*****

BY-LAW NO. _____
OF _____

A BYLAW OF _____, in the Province of Alberta (hereafter referred to as the "Municipality"), to provide for fire and emergency services within the Municipality;

WHEREAS the provisions of the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended, provide that a municipality may pass bylaws for municipal purposes respecting the safety, health and welfare of people and the protection of people and property;

WHEREAS the provisions of the *Emergency Management Act*, R.S.A. 2000, c. E-6.8, as amended, provides additional powers to a municipality to enable it to carry out and enforce the provisions of the Act;

WHEREAS the Municipality has entered into an agreement with other municipalities to create the Flagstaff Regional Emergency Services Society to provide regional fire and emergency services to the Municipality;

WHEREAS the Council of the Municipality wishes to enact a Bylaw for the provision of fire and emergency services within the Municipality and to provide for efficient operation of such fire and emergency services;

NOW THEREFORE, Council of the Municipality, in the Province of Alberta, duly assembled, does hereby enact as follows:

NAME OF BYLAW

1. This Bylaw may be cited as the "Fire Bylaw".

INTERPRETATION

2. Where there is a conflict between this Bylaw and any other bylaw of the Municipality, the provisions of this Bylaw shall prevail.
3. In this Bylaw wherever the singular is used it also means the plural and wherever the masculine is used it also means the feminine, as the context requires.

4. Where two or more provisions of this Bylaw are at variance, the stricter provision shall prevail.

DEFINITIONS

5. In this Bylaw words and phrases shall be construed as specified hereunder:

- a. "Acceptable Fire Pit" means an outdoor receptacle which meets the following specifications:
 - i. a minimum of three (3) meter clearance, measured from the nearest fire pit edge is maintained from buildings, property lines, or other combustible material;
 - ii. the fire pit height does not exceed .60 meter when measured from the surrounding grade to the top of the pit opening;
 - iii. the fire pit opening does not exceed 1 meter in width or in diameter when measured from the widest points or outside edges;
 - iv. the fire pit installation has enclosed sides made from bricks, concrete blocks, heavy gauge metal or other non-combustible materials acceptable to the Regional Manager/Fire Chief;
 - v. a spark arrester mesh screen with openings no larger than 1.25 centimeters and constructed of expanded or equivalent non-combustible material, which is used to cover the fire pit opening in a manner sufficient to contain and reduce hazards of airborne sparks;
 - vi. the fire pit is not located over any underground utilities or under any aboveground utility wires;
 - vii. the fire pit is not located in the front yard of a residence; and
 - viii. as may otherwise be determined by the Regional Manager/Fire Chief having regard to health, safety, hazards and risk.
- b. "Acceptable Portable Fire Receptacle" means a commercially manufactured outdoor portable fire receptacle which is completely enclosed with wire mesh.
- c. "Acceptable Fireplace" means an outdoor receptacle which meets the following specifications:
 - i. A minimum of 1 meter clearance measured from the nearest fireplace edge is maintained from buildings;
 - ii. the fireplace is constructed of materials such as bricks, rocks or other materials which are heat and flame resistant;

- iii. the fireplace is equipped with a chimney which is not less than 2.5 meters in height when measured from the base of the fire burning area;
 - iv. the fireplace chimney is equipped with a regulation screen designed to contain and reduce hazards of airborne sparks;
 - v. the base of the fire burning area is not less than .30 meters above the surrounding grade;
 - vi. the fire chamber does not exceed 1.25 meters in width, and is at least .40 meters but not more than .60 meters in depth; and
 - vii. as may otherwise be determined by the Regional Manager/Fire Chief having regard to health, safety, hazards and risk.
- d. "Burnable Debris" means those materials permitted to be burned in accordance with statutes and bylaws which protect and enhance the environment, and includes, but is not limited to, the materials described as:
- i. straw and stubble;
 - ii. grass and weeds;
 - iii. leaves and tree prunings;
 - iv. brush and fallen trees on newly cleared land or associated logging operations;
 - v. used power, telephone or other poles which do not contain preservatives;
 - vi. wood materials from the construction or demolition of buildings which do not contain preservatives;
 - vii. solid waste from sawmills or planing mills with an annual production of less than 6,500 cubic meters of lumber;
 - viii. solid waste from post and pole operations which do not contain wood preservatives;
 - ix. solid waste from tree harvesting operations; and
 - x. and anything else approved by the Regional Manager/Fire Chief having regard to health, safety, hazards and risk.
- e. "Council" means the elected Council of the Municipality, including the Chief Elected Official and Councillors.

- f. "Dangerous Goods" means any material or substance that may constitute an immediate or long term adverse effect to life, health, property or the environment when burned, spilled, leaked, or otherwise released from its normal use, handling, storage or transportation environment and includes those products, substances and organisms covered by any applicable legislation.
- g. "EMA" means the *Emergency Management Act*, R.S.A. 2000, c. E-6.8, and Regulations thereunder, as amended.
- h. "Emergency" means an event that requires prompt coordination of action or special regulation of persons or property to protect the safety, health, or welfare of people or to limit damage to property or the environment.
- i. "Equipment" includes any machinery, tools, devices, instruments, apparatus, mechanism, structure, contrivance, vehicles and materials used by the Regional Fire Services to respond to an Incident and includes a fire truck, pumper truck, rescue vehicle, brush truck, tanker, mobile command unit, dangerous goods unit, emergency conveyance vehicle, Peace Officer vehicle and any other equipment or vehicles designated by the Regional Manager/Fire Chief.
- j. "False Alarm" means any fire alarm which is set off where no Fire exists and which the Regional Fire Services responds to, and includes circumstances where the fire alarm has been activated as a result of:
 - i. mechanical failure, malfunction or faulty equipment, or
 - ii. inadvertence, mistake omission or negligence.
- k. "Fire and Emergency Services" means all services, activities and works related to Fire Services and Emergencies.
- l. "Fire Services" includes services related to the suppression or prevention of fires, fire safety, controlling and extinguishing fires, education, training, development and communication, inspections, rescue, emergency services related to fires, prevention of or response to fire or other emergency incidents, activities of firefighters and entities or others who direct or provide such services and activities, and any other work, duties or otherwise related to or incidental to providing services related to fires, and includes work or services using firefighters in an employment relationship, dependent contractor firefighters, volunteer firefighters, independent contractor firefighters, utilizing, repairing and maintaining firefighting equipment and facilities, fire stations and anything related to them, and Equipment, property and anything used for the foregoing, and the delivery and provision of such services.

- m. "FRESS" means the Flagstaff Regional Emergency Services Society, a not-for-profit entity, established for the purpose of providing Regional Fire Services.
- n. "Highway" has the definition provided in the *Traffic Safety Act*, R.S.A. 2000, c. T-6, and Regulations thereunder, as amended.
- o. "Incident" means a Fire or Emergency, and includes a situation or event where a fire, explosion or emergency is imminent or any other situation presenting a danger or perceived danger to life, health or property and to which the Regional Fire Services responds, and any event related to Fire and Emergency Services which is responded to by the Regional Fire Services.
- p. "Incident Commander" means the person at an Incident who is responsible for the supervision and direction of Fire and Emergency Services and the actions and resources at the Incident.
- q. "Incinerator Fire" means a fire which is confined with a non-combustible structure or container that has the draft and smoke vents thereof covered with heavy gauge metal screen having a mesh size not larger than 13 millimeters and which is ventilated in such a manner as to preclude the escape of combustible materials which include ashes, where the fire is set for burning refuse, excepting plastic products and is licensed by the Government of Alberta.
- r. "Member" means any person, worker, contractor or dependent contractor appointed or engaged by the Regional Fire Services and any Peace Officer dispatched to assist at the mitigation of an Incident or any person asked or conscripted to assist with the mitigation of an Incident.
- s. "Municipal Government Act" means the *Municipal Government Act*, R.S.A. 2000, c. M-26, and Regulations thereunder, as amended.
- t. "Municipality" means the _____(name of Village/Town);
- u. "Open Fire" means any fire which is not an acceptable Incinerator Fire, Acceptable Fire Pit fire, Acceptable Portable Fire Receptacle fire or Public Park Site Fire, and without limiting the generality of the foregoing, may include grass fires, forest and brush fires, Running Fires, building fires, wood scrap fires, ground thawing fires and chattel fires.
- v. "Open Fire Permit" means an approved application in writing in the prescribed form determined by the Regional Fires Services, and such other information as may be required by the Regional Fire Services.
- w. "Owner" means the person who is registered under the *Land Titles Act*, R.S.A. 2000, c. L-4, as the owner of the fee simple estate in the land, and in respect of any property other than land, the person in lawful possession of it.

- x. "Peace Officer" means a police officer, community peace officer, bailiff, constable, RCMP officer, bylaw officer or other person engaged for the preservation and maintenance of the public peace or for the service or execution of a civil process.
- y. "Provincial Offences Procedure Act" means the *Provincial Offences Procedures Act*, R.S.A. 2000, c. P-34, and Regulations thereunder, as amended.
- z. "Portable Appliance" means any appliance sold or constructed for the purpose of cooking food outside.
- aa. "Prohibited Debris" means any material when burned will result in the release to the atmosphere of dense smoke, offensive odours or toxic air contaminants in accordance with Alberta statutes and bylaws of the Municipality which protect and enhance the environment, including the *Environmental Protection and Enhancement Act*, R.S.A. 2000, c. E-12 and includes, but is not limited to, the following materials:
 - i. animal waste;
 - ii. chemicals and chemical containers;
 - iii. combustible material in vehicle bodies;
 - iv. waste material from building or construction sites, excluding wooden materials which do not contain wood preservatives;
 - v. non-wooden materials;
 - vi. paints and painting materials;
 - vii. pathological waste;
 - viii. rubber or plastic, or anything containing or coated with rubber or plastic or other similar substances, excluding rubber or plastic which is attached to shredded scrap metal;
 - ix. tires;
 - x. used oil;
 - xi. wood or wood products containing substances for the purposes of preserving wood; or
 - xii. anything else as determined by the Regional Manager/Fire Chief having regard to health, safety, hazards and risk.

- bb. "Public Park Site Fire" means a fire on land owned, leased or otherwise controlled by the Municipality or its agents for recreational purposes and is confined to a non-combustible container supplied by the Municipality, as approved by the Regional Fire Services, or a Portable Appliance, which is used for the purposes of cooking food, obtaining warmth or viewing for pleasure, and such fire may only be fueled with seasoned wood, charcoal, coal, natural gas or propane.
- cc. "Regional Fire Services" means the Fire and Emergency Services provided by FRESS for, on behalf of and to, the Municipality.
- dd. "Regional Manager/Fire Chief" means the Manager/Fire Chief selected by the Board of Directors of FRESS, who is employed by FRESS and his/her designate.
- ee. "Running Fire" means a fire burning without being under the proper control of any person.
- ff. "Shall" has the same meaning as must or will.
- gg. "Vehicle" means any device in, upon, or by, which a person or thing may be transported or drawn upon land, water, or in the air.
- hh. "Violation Tag" means a tag or other similar document issued by the Municipality pursuant to the provisions of the *Municipal Government Act*.

FIRE PROTECTION

- 6. Council hereby authorizes the Municipality to be part of the Regional Fire Services and for FRESS to provide Fire and Emergency Services within the Municipality for purposes which include, but are not limited to, the following:
 - a. Preventing and extinguishing fires;
 - b. Responding to Incidents;
 - c. Investigating the cause and origin of Incidents;
 - d. Preserving life and property and protecting persons and property from injury or destruction due to Incidents;
 - e. Operating Equipment for the purposes set out in this Bylaw;
 - f. Providing public education about fire safety and Incident prevention and response;
 - g. Carrying out preventable patrols, Pre-Incident and Post-Incident planning;

- h. Entering into agreements with other municipalities or persons for the joint use, control and management of Fire and Emergency Services Equipment;
 - i. Purchasing and operating Equipment for the Fire and Emergency Services;
 - j. Carrying out patrols and inspections for the Fire and Emergency Services;
 - k. Planning for Emergencies and prevention of Emergencies;
 - l. Activities related to Dangerous Goods;
 - m. Activities related to Fire and Emergency Services; and
 - n. Enforcing the provisions the *Safety Codes Act*, R.S.A. 2000, c. S-1 and Regulations thereunder, as amended.
7. At all times, FRESS is responsible for providing the Fire and Emergency Services to the Municipality. FRESS is the agent of the Municipality for providing the Fire and Emergency Services.
 8. When authorized by Council, the Regional Fire Services is responsible for those matters under the EMA which are delegated to FRESS.
 9. Fire and Emergency Services shall be provided to the Municipality according to the level of service adopted by the Board of Directors of FRESS, which shall not be inconsistent with the applicable legislation and regulations in the Province of Alberta.
 10. Members are engaged by FRESS to provide the Fire and Emergency Services and to respond to Incidents.

REGIONAL MANAGER/FIRE CHIEF

11. The Regional Manager/Fire Chief shall be appointed by, be responsible to and report to the Board of Directors of FRESS.
12. The Regional Manager/Fire Chief is the administrative head having responsibility and authority over the Regional Fire Services and shall develop standard operating guidelines and procedures, and provide policy and other recommendations to the Board of Directors of FRESS for the operation of the Regional Fire Services.
13. The Regional Manager/Fire Chief is authorized to delegate, and to authorize further delegations of, any powers, duties and functions delegated to the Regional Manager/Fire Chief by Council under this Bylaw.

POWERS OF REGIONAL MANAGER/FIRE CHIEF AND INCIDENT COMMANDER

14. The Regional Manager/Fire Chief or Incident Commander is empowered and authorized to do all things necessary for the Fire and Emergency Services, including, but not limited to, the following:

- a. Cause a building, structure, or thing to be pulled down, demolished, or otherwise removed when deemed necessary to prevent the spread of fire to other buildings, structures, or things.
 - b. Enter premises or property where the Incident occurred and to cause any Member, Incident Commander or Equipment of the Regional Fire Services to enter, as deemed necessary, in order to combat, control or mitigate the Incident.
 - c. Establish boundaries or limits at his/her discretion for an Incident and restrict persons from entering or remaining within the prescribed boundaries or limits unless authorized to enter or remain by the Incident Commander in charge or the Regional Manager/Fire Chief.
 - d. Call upon Peace Officers, at his/her discretion, to enforce restrictions of persons entering within the boundaries of an Incident.
 - e. Enter, pass through or over buildings or property adjacent to an Incident and to cause Members to enter or pass over or through buildings or property, where it is necessary to gain access to the Incident or to protect any persons or property.
 - f. Obtain assistance from other officials of the Municipality as deemed necessary in order to discharge his/her duties and responsibilities under this Bylaw and such assistance shall be provided.
 - g. The Regional Manager/Fire Chief or an Incident Commander is empowered to commandeered privately owned Equipment and operators as considered necessary to deal with an Incident, and to authorize payment for that Equipment and operators at rates not to exceed those established by the Alberta Road Builders and Heavy Construction Association Equipment Rental Rates Guide, or such other guidelines as FRESS may establish from time to time.
15. The Regional Manager/Fire Chief is designated a Bylaw Enforcement Officer under section 555 of the *Municipal Government Act* and may enforce the provisions of this Bylaw.
16. Upon approval of the Board of Directors of FRESS, the Regional Manager/Fire Chief may negotiate agreements with the Government of Alberta and other municipalities or persons for establishing mutual aid agreements and fire and emergency control agreements, and any amendments thereto.

FIRE HAZARDS & REQUIREMENT TO REPORT

17. No person shall cause or allow conditions which constitute a fire hazard on lands owned or occupied by the person.

PERMITTED AND PROHIBITED FIRES

18. No person shall cause or allow the burning of any Prohibited Debris within the Municipality.
19. No person shall cause or allow the lighting of any fire such that smoke emitted from that fire impairs visibility on a Highway in the Municipality.
20. No person shall light an outdoor fire, or cause or allow to be lit any outdoor fire upon land owned, occupied or under the control of that person, unless a valid fire permit has been issued or the fire is specifically exempted from the requirement for a fire permit pursuant to this Bylaw.
21. No person shall permit an Open Fire or any other fire upon land owned, occupied or under his/her control within the Municipality unless a permit has been obtained from FRESS, the provisions set out in the permit are complied with, and only Burnable Debris is burned. Notwithstanding the foregoing, a fire permit shall not be required under this Bylaw for:
 - a. an outdoor fire lit by the Regional Fire Services for training or preventative control purposes;
 - b. the cooking of food using a Portable Appliance;
 - c. recreational burning or the cooking of food in Acceptable Fire Pits or Acceptable Portable Fire Receptacles and Acceptable Fireplaces for which a permit to construct has been issued by FRESS, provided that:
 - i. only clean fuel is used such as natural gas, dry wood or charcoal in amounts which are contained within the Acceptable Fire Pit, Acceptable Portable Fire Receptacle or Acceptable Fireplace below the mesh screen;
 - ii. the Acceptable Fire Pit, Acceptable Portable Fire Receptacle or Acceptable Fireplace must not be used to burn Prohibited Debris;
 - iii. a means, acceptable to FRESS, of controlling or extinguishing the fire is available on the property and within a reasonable distance from the fire; and
 - iv. a responsible adult is present on the property when the fire is burning.
 - d. burning in fireplaces in or attached to dwellings as permitted by applicable legislation;
 - e. burning in the Municipality's owned or operated campgrounds and parks where fireplaces, stoves and fire pits are provided by or are approved by the Municipality;

- f. burning in an Incinerator for which a permit to construct and license to operate has been issued pursuant to applicable legislation; or
- g. a fire in an outdoor receptacle which meets specifications and criteria established by the Regional Manager/Fire Chief from time to time, provided the fire is kept under control and is supervised at all times by a responsible adult person until such time as that fire has been completely extinguished.

PERMITS

- 22. A person wishing to obtain an Open Fire Permit, or other permit, must apply to FRESS during the regular business hours of FRESS.
- 23. Each application for an Open Fire Permit, or other permit, must in the form and manner required by FRESS.
- 24. Upon receipt of an application for an Open Fire Permit or other permit, FRESS shall consider the application, and may, pursuant to the provisions of this Bylaw, the Alberta Fire Code and any other applicable legislation:
 - a. refuse to grant the permit;
 - b. grant a permit with or without terms and conditions as is deemed appropriate in the circumstances; or
 - c. determine that a permit is not required.
- 25. Notwithstanding the foregoing, if a fire pit is not an acceptable fire pit or if a fireplace is not an acceptable fireplace, FRESS may issue a permit when it is satisfied the non-conforming fire pit or fireplace meets acceptable health and safety standards and does not pose an unacceptable hazard or risk.
- 26. Permits issued pursuant to this Bylaw are valid for such time as shall be determined by FRESS and the permit shall have endorsed thereon the period of time for which it is valid.
- 27. At any time in writing, FRESS may extend the period of time that a permit is valid.

FIRE BANS

- 28. The Regional Manager/Fire Chief may, from time to time, prohibit fires in all or a portion of the Municipality, whether requiring a fire permit or not, when in the opinion of the Regional Manager/Fire Chief there are prevailing circumstances or environmental conditions which warrant the prohibition.
- 29. A fire ban imposed pursuant to this section shall remain in force until either the later of the date provided in the notice of the fire ban or such time as the Regional

Manager/Fire Chief provides notice to the public that the fire ban is no longer in effect.

30. Notice of a fire ban shall be provided to the public by any means which the Regional Manager/Fire Chief determines is appropriate for the purpose of informing the public of the fire ban.

31. No person shall light an outdoor fire, or cause or allow to be lit any outdoor fire upon land owned, occupied or under the control of that person, in contravention of a fire ban imposed pursuant to this Bylaw.

32. The Regional Manager/Fire Chief is to advise Council of the fire ban before it is implemented.

PROHIBITIONS

33. No person shall:

- a. Impede, obstruct, or otherwise hinder a Member of the Regional Fire Services, including the Regional Manager/Fire Chief or an Incident Commander, or any other person assisting or acting under the direction of the Regional Manager/Fire Chief or an Incident Commander;
- b. Damage or destroy property or Equipment used for Fire and Emergency Services;
- c. Impede, obstruct or otherwise hinder Fire and Emergency Services;
- d. Drive a Vehicle over any Fire and Emergency Services Equipment or property without permission of the Regional Manager/Fire Chief or Incident Commander.
- e. Obstruct a Member from carrying out duties imposed by this Bylaw;
- f. Falsely represent themselves as a Member or wear or display a badge, cap, button, insignia, or other paraphernalia for the purposes of such misrepresentation; or
- g. Obstruct or otherwise interfere with access roads, streets or other approaches to any fire alarm, fire hydrant, cistern, or body of water designated for firefighting purposes or any connections provided to a fire main, pipe, stand pipe, sprinkler system, cistern, or other body of water designated for firefighting purposes.

REQUIREMENT TO REPORT

34. The owner, occupant, or person in control over any property in the Municipality damaged by fire shall immediately report to FRESS the particulars of the fire to the satisfaction of the Regional Manager/Fire Chief.
35. The owner, or his/her authorized agent, of any property containing Dangerous Goods, which sustains an accidental or unplanned release of the Dangerous Goods, shall immediately report to FRESS the particulars of the release to the satisfaction of the Regional Manager/Fire Chief.

INSPECTION AND ENFORCEMENT

36. It is not a violation of this Bylaw when FRESS has approved anything in writing, provided the terms and the conditions of the approval are complied with.
37. Where a parcel of land does not comply with this Bylaw or a person contravenes this Bylaw, the Municipality may pursue its enforcement alternatives in accordance with this Bylaw, any enactment or any common law right, including issuing an order to remedy contraventions or dangers, remedying contraventions or dangers by the Municipality, adding amounts to the tax roll of the owner of the parcel, and pursuing injunctions pursuant to the *Municipal Government Act*.
38. The Regional Manager/Fire Chief is appointed as a designated officer of the Municipality for the purposes of carrying out inspections of lands and structures in accordance with section 542 of the *Municipal Government Act*, and may enter on lands and structures to inspect for compliance with the requirements of this Bylaw.
39. The Regional Manager/Fire Chief is appointed as a designated officer of the Municipality for the purposes of enforcement of this Bylaw, and is authorized to remedy conditions and contraventions, and enforce this Bylaw in accordance with the *Municipal Government Act*, including section 545, and other applicable legislation.
40. The Regional Manager/Fire Chief is appointed as a designated officer of the Municipality for the purpose of inspection and enforcement of this Bylaw, including for the purposes of sections 542 and 545 of the *Municipal Government Act*.

FEES & RECOVERY OF COSTS

41. The schedule of fees and charges which may be charged by FRESS for services rendered pursuant to this Bylaw are set out in Schedule "A".
42. The fees and charges in Appendix "A" may be amended from time to time by approval of the Board of Directors of FRESS.
43. The fees in Schedule "A" may be payable to FRESS when FRESS has taken any action whatsoever for the purpose of the Fire and Emergency Services, including for

site inspections for regulated occupancies or other site inspections, requested site inspections, required fire investigations, business inspections, file research, report copies, photographs and duplicates of photographs, copies, permits for flammable or combustible fuel tank installation, permits for flammable or combustible fuel tank removal, or an Open Fire Permit or any other permit.

44. Where the FRESS has taken any action whatsoever for the purpose of extinguishing a fire, responding to an Incident or when Fire and Emergency Services are provided to a person, including a False Alarm, the Municipality may, in respect of any costs incurred by FRESS, charge any costs so incurred to:

- a. the person who caused the Incident, or
- b. the person responsible for a contravention of this Bylaw, or
- c. the owner of the property or the person in possession and control of the property where the Incident occurred;

or may add the expenses and costs relating to responding to the Incident or providing the Fire and Emergency Services to the parcel of land to the tax roll for the parcel of land in accordance with s. 553(1)(g) of the *Municipal Government Act*.

OFFENCES

45. Any person who ignites, fuels, supervises, maintains or permits an Open Fire or Incinerator Fire within the Municipality, without a valid permit as required by this Bylaw, is guilty of an offense.

46. Except for authorized fires, when a fire is lit or ignited without the appropriate permit, the owner or occupier of the land or the person having control of the land where such fire is shall extinguish the fire immediately, or where the fire cannot be extinguished immediately, report the fire to FRESS.

47. No person shall directly or indirectly, personally or through an agent, entity, worker, representative or otherwise, cause a fire, whether a permit was obtained for the fire or whether the fire did not require a permit, and let it become a Running Fire on any land including his/her own property or allow a Running Fire to pass from his/her property or property under his/her direction and control, to the property of another.

48. The following are prohibited and are offences in this Bylaw:

- a. The lighting of an Open Fire, Incinerator Fire, Acceptable Fire Place fire, Acceptable Portable Fire Receptacle or Acceptable Fire Pit fire without taking satisfactory precaution to ensure the fire can be kept under control at all times.

- b. The lighting of an Open Fire, Incinerator Fire, Acceptable Fire Place fire, Acceptable Portable Fire Receptacle, Acceptable Fire Pit or Public Park Site Fire when the weather conditions may create a Running Fire or when FRESS or another authorized agency declares a fire ban.
- c. Burning garbage, leaves, straw, painted wood, treated construction materials and items containing rubber, plastic, tar or other materials deemed for disposal, in an Acceptable Fire Place, Acceptable Portable Fire Receptacle or Acceptable Fire Pit or Public Park Site Fire.
- d. Failing to take reasonable steps to control a fire to prevent it from becoming a Running Fire and spreading onto land other than their own.
- e. Depositing, discarding or leaving any burning substance or matter where it can ignite other material and cause a fire.
- f. Conducting any activity which involves the use of fire or which creates potential sources of fire ignition, which may reasonably be expected to cause a Running Fire or Open Fire, unless reasonable care to prevent such fire from occurring have been taken.
- g. Providing false, incomplete or misleading information with respect to an application for a permit.
- h. Interfering with persons authorized by this Bylaw to respond to Incidents, provide Fire and Emergency Services, or extinguish fires or preserve life or property.
- i. Interfering with the operation of Equipment required to respond to an Incident, provide Fire and Emergency Services, or extinguish fires or preserve life or property.
- j. Damaging or destroying any FRESS property.
- k. Falsely representing himself/herself as a Member of the Regional Fire Services or wear or display any uniform, badge, cap, button, insignia or other paraphernalia for the purpose of false representation.
- l. Using fire to burn or destroy Prohibited Debris, including material which results in the production of black smoke or noxious plume, such as insulation from electrical wiring or equipment, rubber, asphalt roofing materials or hydrocarbons, except as may be approved in writing by FRESS.

49. Nothing in this Bylaw shall be interpreted to authorize any fire, burning or other act which is in contravention of the *Environmental Protection and Enhancement Act*, R.S.A. 2000, c. E-12, and the Regulations thereunder, as amended..

ENFORCEMENT & PENALTIES

50. Any person is guilty of an offence and liable for penalty of not less than two-hundred dollars (\$200) and not more than five-thousand dollars (\$5,000) when the person:
- a. contravenes any of the provisions of this Bylaw;
 - b. suffers or permits any act or thing to be done in contravention or violation of any of the provisions of this Bylaw; or
 - c. refrains from doing anything required to be done by any provision of this Bylaw.
51. The Regional Manager/Fire Chief or a Peace Officer is authorized to issue a Violation Tag to any person who he/she believes on reasonable and probable grounds has contravened any provision of this Bylaw.
- a. A Violation Tag may be issued personally or by mailing a copy to the person at his/her last known mailing address.
52. The Violation Tag shall be in the form approved by the Municipality and FRESS and shall state:
- a. the name of the person;
 - b. the nature of the offence;
 - c. the amount of the penalty for the offence. The penalty depends on the seriousness of the offence, the provision of this Bylaw not complied with and whether it is a first offence or subsequent offence;
 - d. any other information as may be required; and
 - e. the penalty is to be paid within thirty (30) calendar days of the issuance of the Violation Tag.
53. Where a contravention of this Bylaw is of a continuing nature, further Violation Tags may be issued by the Regional Manager/Fire Chief or a Peace Officer, but no more than one Violation Tag is to be issued for each calendar day for each offence that the contravention continues, and each calendar day constitutes a new and separate additional offence.
54. When a Violation Tag is issued according to this Bylaw, the person, corporation or other entity to whom the Violation Tag is issued may in lieu of being prosecuted for the offence, pay the Municipality the penalty specified in the Violation Tag by cash, cheque or electronic funds transfer.

55. Nothing in this Bylaw shall prevent the Regional Manager/Fire Chief or a Peace Officer from immediately issuing a violation ticket pursuant to the *Provincial Offences Procedures Act*, including a summons ticket for a mandatory court appearance of any person who contravenes this Bylaw.

56. Any penalty or fine imposed pursuant to this Bylaw ensures to the benefit of the Municipality.

VIOLATION TICKETS

57. If the penalty specified in the Violation Tag is not paid within the prescribed time period, the Regional Manager/Fire Chief or a Peace Officer is authorized and empowered to issue a violation ticket pursuant to the applicable provisions of the *Provincial Offences Procedures Act*.

- a. Notwithstanding the foregoing, the Regional Manager/Fire Chief or a Peace Officer is authorized and empowered to immediately issue a violation ticket pursuant to Part II of the *Provincial Offences Procedures Act*, to any person who the Regional Manager/Fire Chief or Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.

SEVERABILITY

58. All sections of this Bylaw are separate and severable. Should any section or part of this Bylaw be declared invalid by any competent court, then such section or part shall be regarded as severable from the rest of the Bylaw and the Bylaw remaining after such severance shall be effective and enforceable.

REPEAL AND COMING INTO FORCE

59. Bylaw No. _____ is hereby repealed.

60. This Bylaw shall come into full force and effect upon third reading and signature in accordance with the *Municipal Government Act*.

READ A FIRST TIME THIS _____ DAY OF _____, 2020.

READ A SECOND TIME THIS _____ DAY OF _____, 2020.

READ A THIRD TIME THIS _____ DAY OF _____, 2020.

Chief Elected Official

Chief Administrative Officer

Date

Schedule "A"
Regional Fire Services Schedule of Fees

The following fees and charges may be issued for responding to Incidents and providing Fire and Emergency Services:

Response Fees

1. Response fees may apply for the following types of responses:
 - a. vehicle fires or vehicle extrication;
 - b. grass fires on railway right-of-way;
 - c. grass fires in ditches or in the median on numbered highways;
 - d. any other response that may warrant a fee charge;
 - e. cancelled calls;
 - f. automatic alarms caused by alarm system malfunction; and
 - g. standby for dangerous goods incidents and controlled burns.
2. Pumper Unit: As per the Alberta Transportation schedule of fees for on highway emergency response.
3. Tanker Unit: As per the Alberta Transportation schedule of fees for on highway emergency response.
4. Emergency Rescue Unit: As per the Alberta Transportation schedule of fees for on highway emergency response.
5. Rapid Response Unit: As per the Alberta Transportation schedule of fees for on highway emergency response.
6. Command Unit: As per the Alberta Transportation schedule of fees for on highway emergency response.
7. Standby Fee: \$500.00/unit per day or part day plus Manpower.
8. Manpower Fee:
 - a. Full-Time: \$45.00 per hour or part thereof; and

- b. Volunteer: \$35.00 per hour or part thereof.

Other Fees

- 9. Other fees which may be charged include the following:
 - a. File search (fire inspections and investigations):\$75.00 per search.
 - b. Open Fire Permit: \$100 per permit.
 - c. Copies of Open Fire Permits: \$4.00 per copy.
 - d. Fire Pit Permit to Construct: \$50.00 per permit.
 - e. Occupancy Load Certificates (licensed premises): \$75.00 per certificate.
 - f. Hydrant flow tests and related data: \$250.00 per hour.
 - g. Fire investigation services: \$75.00 per hour.
 - h. Investigation photos: \$5.00 per copy.
 - i. Air refills (breathing air): \$16.00 per 30 minute cylinder and \$40.00 per cascade cylinder.
 - j. Above ground and underground tank removal and installation Inspections: \$100.00 per hour.
 - k. Fire Inspections requested by owner or insurance company: \$100.00 per hour.
 - l. Re-Inspection with outstanding Fire Code Violations: \$75.00 per visit.

*****For Flagstaff County*****

BY-LAW NO. _____
OF FLAGSTAFF COUNTY

A BYLAW OF Flagstaff County, in the Province of Alberta (hereafter referred to as the “Municipality”), to provide for fire and emergency services within the Municipality;

WHEREAS the provisions of the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended, provide that a municipality may pass bylaws for municipal purposes respecting the safety, health and welfare of people and the protection of people and property;

WHEREAS the *Forest and Prairie Protection Act*, R.S.A. 2000, c. F-19, as amended, provides certain mandatory and discretionary powers to enable a municipality to carry out and enforce the provisions of the Act within its boundaries;

WHEREAS the provisions of the *Emergency Management Act*, R.S.A. 2000, c. E-6.8, as amended, provides additional powers to a municipality to enable it to carry out and enforce the provisions of the Act;

WHEREAS the Municipality has entered into an agreement with other municipalities to create the Flagstaff Regional Emergency Services Society to provide regional fire and emergency services to the Municipality;

WHEREAS the Council of the Municipality wishes to enact a Bylaw for the provision of fire and emergency services within the Municipality and to provide for efficient operation of such fire and emergency services;

NOW THEREFORE, Council of the Municipality, in the Province of Alberta, duly assembled, does hereby enact as follows:

NAME OF BYLAW

1. This Bylaw may be cited as the “Fire Bylaw”.

INTERPRETATION

2. Where there is a conflict between this Bylaw and any other bylaw of the Municipality, the provisions of this Bylaw shall prevail.
3. In this Bylaw wherever the singular is used it also means the plural and wherever the masculine is used it also means the feminine, as the context requires.
4. Where two or more provisions of this Bylaw are at variance, the stricter provision shall prevail.

DEFINITIONS

5. In this Bylaw words and phrases shall be construed as specified hereunder:

- a. "Acceptable Fire Pit" means an outdoor receptacle which meets the following specifications:
 - i. a minimum of three (3) meter clearance, measured from the nearest fire pit edge is maintained from buildings, property lines, or other combustible material;
 - ii. the fire pit height does not exceed .60 meter when measured from the surrounding grade to the top of the pit opening;
 - iii. the fire pit opening does not exceed 1 meter in width or in diameter when measured from the widest points or outside edges;
 - iv. the fire pit installation has enclosed sides made from bricks, concrete blocks, heavy gauge metal or other non-combustible materials acceptable to the Regional Manager/Fire Chief;
 - v. a spark arrester mesh screen with openings no larger than 1.25 centimeters and constructed of expanded or equivalent non-combustible material, which is used to cover the fire pit opening in a manner sufficient to contain and reduce hazards of airborne sparks;
 - vi. the fire pit is not located over any underground utilities or under any aboveground utility wires;
 - vii. the fire pit is not located in the front yard of a residence; and
 - viii. as may otherwise be determined by the Regional Manager/Fire Chief having regard to health, safety, hazards and risk.
- b. "Acceptable Portable Fire Receptacle" means a commercially manufactured outdoor portable fire receptacle which is completely enclosed with wire mesh.
- c. "Acceptable Fireplace" means an outdoor receptacle which meets the following specifications:
 - i. A minimum of 1 meter clearance measured from the nearest fireplace edge is maintained from buildings;
 - ii. the fireplace is constructed of materials such as bricks, rocks or other materials which are heat and flame resistant;

- iii. the fireplace is equipped with a chimney which is not less than 2.5 meters in height when measured from the base of the fire burning area;
 - iv. the fireplace chimney is equipped with a regulation screen designed to contain and reduce hazards of airborne sparks;
 - v. the base of the fire burning area is not less than .30 meters above the surrounding grade;
 - vi. the fire chamber does not exceed 1.25 meters in width, and is at least .40 meters but not more than .60 meters in depth; and
 - vii. as may otherwise be determined by the Regional Manager/Fire Chief having regard to health, safety, hazards and risk.
- d. "Alberta Forestry Service" means that branch of Alberta Agriculture and Forestry responsible for the FPPA;
- e. "Burnable Debris" means those materials permitted to be burned in accordance with statutes and bylaws which protect and enhance the environment, and includes, but is not limited to, the materials described as:
- i. straw and stubble;
 - ii. grass and weeds;
 - iii. leaves and tree prunings;
 - iv. brush and fallen trees on newly cleared land or associated logging operations;
 - v. used power, telephone or other poles which do not contain preservatives;
 - vi. wood materials from the construction or demolition of buildings which do not contain preservatives;
 - vii. solid waste from sawmills or planing mills with an annual production of less than 6,500 cubic meters of lumber;
 - viii. solid waste from post and pole operations which do not contain wood preservatives;
 - ix. solid waste from tree harvesting operations; and
 - x. and anything else approved by the Regional Manager/Fire Chief having regard to health, safety, hazards and risk.

- f. "CAO" is the Chief Administrative Officer of the Municipality and includes any person appointed to act as his/her designate.
- g. "Council" means the elected Council of the Municipality, including the Chief Elected Official and Councillors.
- h. "Dangerous Goods" means any material or substance that may constitute an immediate or long term adverse effect to life, health, property or the environment when burned, spilled, leaked, or otherwise released from its normal use, handling, storage or transportation environment and includes those products, substances and organisms covered by any applicable legislation.
- i. "EMA" means the *Emergency Management Act*, R.S.A. 2000, c. E-6.8, and Regulations thereunder, as amended.
- j. "Emergency" means an event that requires prompt coordination of action or special regulation of persons or property to protect the safety, health, or welfare of people or to limit damage to property or the environment.
- k. "Equipment" includes any machinery, tools, devices, instruments, apparatus, mechanism, structure, contrivance, vehicles and materials used by the Regional Fire Services to respond to an Incident and includes a fire truck, pumper truck, rescue vehicle, brush truck, tanker, mobile command unit, dangerous goods unit, emergency conveyance vehicle, Peace Officer vehicle and any other equipment or vehicles designated by the Regional Manager/Fire Chief.
- l. "False Alarm" means any fire alarm which is set off where no Fire exists and which the Regional Fire Services responds to, and includes circumstances where the fire alarm has been activated as a result of:
 - (i) mechanical failure, malfunction or faulty equipment, or
 - (ii) inadvertence, mistake omission or negligence.
- m. "FPPA" means the *Forest and Prairie Protection Act*, R.S.A. 2000, c. F-19, and Regulations thereunder, as amended;
- n. "Fire and Emergency Services" means all services, activities and works related to Fire Services and Emergencies.
- o. "Fire Control Plan" means a plan prepared pursuant to a Fire Control Agreement with the Alberta Forestry Service.
- p. "Fire Guardian" means a person appointed as a Fire Guardian in accordance with the FPPA.

- q. "Fire Services" includes services related to the suppression or prevention of fires, fire safety, controlling and extinguishing fires, education, training, development and communication, inspections, rescue, emergency services related to fires, prevention of or response to fire or other emergency incidents, activities of firefighters and entities or others who direct or provide such services and activities, and any other work, duties or otherwise related to or incidental to providing services related to fires, and includes work or services using firefighters in an employment relationship, dependent contractor firefighters, volunteer firefighters, independent contractor firefighters, utilizing, repairing and maintaining firefighting equipment and facilities, fire stations and anything related to them, and Equipment, property and anything used for the foregoing, and the delivery and provision of such services.
- r. "FRESS" means the Flagstaff Regional Emergency Services Society, a not-for-profit entity, established for the purpose of providing Regional Fire Services.
- s. "Highway" has the definition provided in the *Traffic Safety Act*, R.S.A. 2000, c. T-6, and Regulations thereunder, as amended.
- t. "Incident" means a Fire or Emergency, and includes a situation or event where a fire, explosion or emergency is imminent or any other situation presenting a danger or perceived danger to life, health or property and to which the Regional Fire Services responds, and any event related to Fire and Emergency Services which is responded to by the Regional Fire Services.
- u. "Incident Commander" means the person at an Incident who is responsible for the supervision and direction of Fire and Emergency Services and the actions and resources at the Incident.
- v. "Incinerator Fire" means a fire which is confined with a non-combustible structure or container that has the draft and smoke vents thereof covered with heavy gauge metal screen having a mesh size not larger than 13 millimeters and which is ventilated in such a manner as to preclude the escape of combustible materials which include ashes, where the fire is set for burning refuse, excepting plastic products and is licensed by the Government of Alberta.
- w. "Member" means any person, worker, contractor or dependent contractor appointed or engaged by the Regional Fire Services and any Peace Officer dispatched to assist at the mitigation of an Incident or any person asked or conscripted to assist with the mitigation of an Incident.
- x. "Municipal Government Act" means the *Municipal Government Act*, R.S.A. 2000, c. M-26, and Regulations thereunder, as amended.

- y. "Municipality" means Flagstaff County;
- z. "Open Fire" means any fire which is not an acceptable Incinerator Fire, Acceptable Fire Pit fire, Acceptable Portable Fire Receptacle fire or Public Park Site Fire, and without limiting the generality of the foregoing, may include grass fires, forest and brush fires, Running Fires, building fires, wood scrap fires, ground thawing fires and chattel fires.
- aa. "Open Fire Permit" means an approved application in writing in the prescribed form determined by the Regional Fires Services, and such other information as may be required by the Regional Fire Services.
- bb. "Owner" means the person who is registered under the *Land Titles Act*, R.S.A. 2000, c. L-4, as the owner of the fee simple estate in the land, and in respect of any property other than land, the person in lawful possession of it.
- cc. "Peace Officer" means a police officer, community peace officer, bailiff, constable, RCMP officer, bylaw officer or other person engaged for the preservation and maintenance of the public peace or for the service or execution of a civil process.
- dd. "Provincial Offences Procedure Act" means the *Provincial Offences Procedures Act*, R.S.A. 2000, c. P-34, and Regulations thereunder, as amended.
- ee. "Portable Appliance" means any appliance sold or constructed for the purpose of cooking food outside.
- ff. "Prohibited Debris" means any material when burned will result in the release to the atmosphere of dense smoke, offensive odours or toxic air contaminants in accordance with Alberta statues and bylaws of the Municipality which protect and enhance the environment, including the *Environmental Protection and Enhancement Act*, R.S.A. 2000, and includes, but is not limited to, the following materials:
 - i. animal waste;
 - ii. chemicals and chemical containers;
 - iii. combustible material in vehicle bodies;
 - iv. waste material from building or construction sites, excluding wooden materials which do not contain wood preservatives;
 - v. non-wooden materials;
 - vi. paints and painting materials;

- vii. pathological waste;
 - viii. rubber or plastic, or anything containing or coated with rubber or plastic or other similar substances, excluding rubber or plastic which is attached to shredded scrap metal;
 - ix. tires;
 - x. used oil;
 - xi. wood or wood products containing substances for the purposes of preserving wood; or
 - xii. anything else as determined by the Regional Manager/Fire Chief having regard to health, safety, hazards and risk.
- gg. "Public Park Site Fire" means a fire on land owned, leased or otherwise controlled by the Municipality or its agents for recreational purposes and is confined to a non-combustible container supplied by the Municipality, as approved by the Regional Fire Services, or a Portable Appliance, which is used for the purposes of cooking food, obtaining warmth or viewing for pleasure, and such fire may only be fueled with seasoned wood, charcoal, coal, natural gas or propane.
- hh. "Regional Fire Services" means the Fire and Emergency Services provided by FRESS for, on behalf of and to, the Municipality.
- ii. "Regional Manager/Fire Chief" means the Manager/Fire Chief selected by the Board of Directors of FRESS, who is employed by FRESS and his/her designate.
- jj. "Running Fire" means a fire burning without being under the proper control of any person.
- kk. "Shall" has the same meaning as must or will.
- ll. "Vehicle" means any device in, upon, or by, which a person or thing may be transported or drawn upon land, water, or in the air.
- mm. "Violation Tag" means a tag or other similar document issued by the Municipality pursuant to the provisions of the *Municipal Government Act*.

FIRE PROTECTION

6. Council hereby authorizes the Municipality to be part of the Regional Fire Services and for FRESS to provide Fire and Emergency Services within the Municipality for purposes which include, but are not limited to, the following:

- nn. Preventing and extinguishing fires;
 - oo. Responding to Incidents;
 - pp. Investigating the cause and origin of Incidents;
 - qq. Preserving life and property and protecting persons and property from injury or destruction due to Incidents;
 - rr. Operating Equipment for the purposes set out in this Bylaw;
 - ss. Providing public education about fire safety and Incident prevention and response;
 - tt. Carrying out preventable patrols, Pre-Incident and Post-Incident planning;
 - uu. Entering into agreements with other municipalities or persons for the joint use, control and management of Fire and Emergency Services Equipment;
 - vv. Purchasing and operating Equipment for the Fire and Emergency Services;
 - ww. Carrying out patrols and inspections for the Fire and Emergency Services;
 - xx. Planning for Emergencies and prevention of Emergencies;
 - yy. Activities related to Dangerous Goods;
 - zz. Activities related to Fire and Emergency Services; and
 - aaa. Enforcing the provisions the *Safety Codes Act*, R.S.A. 2000, c. S-1, and Regulations thereunder, as amended.
7. At all times, FRESS is responsible for providing the Fire and Emergency Services to the Municipality. FRESS is the agent of the Municipality for providing the Fire and Emergency Services.
 8. When authorized by Council, the Regional Fire Services is responsible for those matters under the EMA which are delegated to FRESS.
 9. Fire and Emergency Services shall be provided to the Municipality according to the level of service adopted by the Board of Directors of FRESS, which shall not be inconsistent with the applicable legislation and regulations in the Province of Alberta.
 10. Members are engaged by FRESS to provide the Fire and Emergency Services and to respond to Incidents.

FIRE CONTROL PLAN

11. When a Fire Control Plan is required, Council delegates its authority to FRESS to establish a Fire Control Plan with the Alberta Forestry Service for the Municipality, on a yearly basis.

FIRE GUARDIANS

12. Fire Guardians shall have the authority and power to:

- a. issue a Fire Permit in respect to any property within the Municipality, at their sole discretion;
- b. issue a Fire Permit unconditionally or to impose any conditions on the Permit considered appropriate, in their sole discretion, given the nature of the fire and prevailing circumstances, location and environmental conditions;
- c. refuse to issue a Fire Permit where, in the opinion of the Fire Guardian, there is a risk to the public in relation to the proposed fire;
- d. suspend or cancel a Fire Permit at any time, and upon being advised of the suspension or cancellation, the person(s) notified of the suspension or cancellation shall immediately extinguish any fire set pursuant to the Permit;
- e. require any able-bodied adult person not exempted by law to assist in fighting a fire;
- f. commandeer and authorize payment for the possession or use of Equipment for the purposes of fighting a fire or an Emergency related to a fire with the authorization of the Reeve, any Councillor, the CAO or the Regional Manager/Fire Chief;
- g. enter a closed area as per the FPPA without a permit or the written permission of a Forest Officer, subject to the FPPA Regulations;
- h. obtain from every person found on public land or entering or leaving public land, his/her name, address and an account of the activities and route, or the activities proposed to be carried out and the route intended to be followed on the public land;
- i. without warrant, may enter on any land and premises, except a private dwelling house, for the purpose of discharging their duties under this Bylaw and the FPPA;
- j. without warrant, may enter any private dwelling house which is on fire and proceed to fight the fire;

- k. investigate the cause, origin and circumstances of any forest or prairie fire according to the provisions of the FPPA, this Bylaw and policies of FRESS; and
 - l. do anything else which is permitted by law.
13. The Reeve, Councillors, and CAO are Fire Guardians for the Municipality by virtue of their offices in accordance with the FPPA.
14. Council shall by resolution appoint the Regional Manager/Fire Chief as a Fire Guardian annually, for a term not exceeding one year, in accordance with the requirements of the FPPA. Additional Fire Guardians may be appointed.
15. The Regional Manager/Fire Chief is authorized to perform any duties of the Municipality under the FPPA.

REGIONAL MANAGER/FIRE CHIEF

16. The Regional Manager/Fire Chief shall be appointed by, be responsible to and report to the Board of Directors of FRESS.
17. The Regional Manager/Fire Chief is the administrative head having responsibility and authority over the Regional Fire Services and shall develop standard operating guidelines and procedures, and provide policy and other recommendations to the Board of Directors of FRESS for the operation of the Regional Fire Services.
18. The Regional Manager/Fire Chief is authorized to delegate, and to authorize further delegations of, any powers, duties and functions delegated to the Regional Manager/Fire Chief by Council under this Bylaw.

POWERS OF REGIONAL MANAGER/FIRE CHIEF AND INCIDENT COMMANDER

19. The Regional Manager/Fire Chief or Incident Commander is empowered and authorized to do all things necessary for the Fire and Emergency Services, including, but not limited to, the following:
- a. Cause a building, structure, or thing to be pulled down, demolished, or otherwise removed when deemed necessary to prevent the spread of fire to other buildings, structures, or things.
 - b. Enter premises or property where the Incident occurred and to cause any Member, Incident Commander or Equipment of the Regional Fire Services to enter, as deemed necessary, in order to combat, control or mitigate the Incident.
 - c. Establish boundaries or limits at his/her discretion for an Incident and restrict persons from entering or remaining within the prescribed boundaries or limits

unless authorized to enter or remain by the Incident Commander in charge or the Regional Manager/Fire Chief.

- d. Call upon Peace Officers, at his/her discretion, to enforce restrictions of persons entering within the boundaries of an Incident.
- e. Enter, pass through or over buildings or property adjacent to an Incident and to cause Members to enter or pass over or through buildings or property, where it is necessary to gain access to the Incident or to protect any persons or property.
- f. Obtain assistance from other officials of the Municipality as deemed necessary in order to discharge his/her duties and responsibilities under this Bylaw and such assistance shall be provided.
- g. The Regional Manager/Fire Chief or an Incident Commander is empowered to commandeer privately owned Equipment and operators as considered necessary to deal with an Incident, and to authorize payment for that Equipment and operators at rates not to exceed those established by the Alberta Road Builders and Heavy Construction Association Equipment Rental Rates Guide, or such other guidelines as FRESS may establish from time to time.

20. The Regional Manager/Fire Chief is designated a Bylaw Enforcement Officer under section 555 of the *Municipal Government Act* and may enforce the provisions of this Bylaw.

21. Upon approval of the Board of Directors of FRESS, the Regional Manager/Fire Chief may negotiate agreements with the Government of Alberta and other municipalities or persons for establishing mutual aid agreements and fire and emergency control agreements, and any amendments thereto.

FIRE HAZARDS & REQUIREMENT TO REPORT

22. No person shall cause or allow conditions which constitute a fire hazard on lands owned or occupied by the person.

PERMITTED AND PROHIBITED FIRES

23. No person shall cause or allow the burning of any Prohibited Debris within the Municipality.

24. No person shall cause or allow the lighting of any fire such that smoke emitted from that fire impairs visibility on a Highway in the Municipality.

25. No person shall light an outdoor fire, or cause or allow to be lit any outdoor fire upon land owned, occupied or under the control of that person, unless a valid fire permit

has been issued or the fire is specifically exempted from the requirement for a fire permit pursuant to this Bylaw.

26. No person shall permit an Open Fire or any other fire upon land owned, occupied or under his/her control within the Municipality unless a permit has been obtained from FRESS, the provisions set out in the permit are complied with, and only Burnable Debris is burned. Notwithstanding the foregoing, a fire permit shall not be required under this Bylaw for:

- a. an outdoor fire lit by the Regional Fire Services for training or preventative control purposes;
- b. the cooking of food using a Portable Appliance;
- c. recreational burning or the cooking of food in Acceptable Fire Pits or Acceptable Portable Fire Receptacles and Acceptable Fireplaces for which a permit to construct has been issued by FRESS, provided:
 - i. only clean fuel is used such as natural gas, dry wood or charcoal in amounts which are contained within the Acceptable Fire Pit, Acceptable Portable Fire Receptacle or Acceptable Fireplace below the mesh screen;
 - ii. the Acceptable Fire Pit, Acceptable Portable Fire Receptacle or Acceptable Fireplace must not be used to burn Prohibited Debris;
 - iii. a means, acceptable to FRESS, of controlling or extinguishing the fire is available on the property and within a reasonable distance from the fire; and
 - iv. a responsible adult is present on the property when the fire is burning.
- d. burning in fireplaces in or attached to dwellings as permitted by applicable legislation;
- e. burning in the Municipality's owned or operated campgrounds and parks where fireplaces, stoves and fire pits are provided by or are approved by the Municipality;
- f. burning in an Incinerator for which a permit to construct and license to operate has been issued pursuant to applicable legislation; or
- g. a fire in an outdoor receptacle which meets specifications and criteria established by the Regional Manager/Fire Chief from time to time, provided the fire is kept under control and is supervised at all times by a responsible adult person until such time as that fire has been completely extinguished.

PERMITS

27. A person wishing to obtain an Open Fire Permit, or other permit, must apply to FRESS during the regular business hours of FRESS.
28. Each application for an Open Fire Permit, or other permit, must in the form and manner required by FRESS.
29. Upon receipt of an application for an Open Fire Permit or other permit, FRESS shall consider the application, and may, pursuant to the provisions of this Bylaw, the Alberta Fire Code and any other applicable legislation:
 - a. refuse to grant the permit;
 - b. grant a permit with or without terms and conditions as is deemed appropriate in the circumstances; or
 - c. determine that a permit is not required.
30. Notwithstanding the foregoing, if a fire pit is not an acceptable fire pit or if a fireplace is not an acceptable fireplace, FRESS may issue a permit when it is satisfied the non-conforming fire pit or fireplace meets acceptable health and safety standards and does not pose an unacceptable hazard or risk.
31. Permits issued pursuant to this Bylaw are valid for such time as shall be determined by FRESS and the permit shall have endorsed thereon the period of time for which it is valid.
32. At any time in writing, FRESS may extend the period of time that a permit is valid.

FIRE BANS

33. The Regional Manager/Fire Chief may, from time to time, prohibit fires in all or a portion of the Municipality, whether requiring a fire permit or not, when in the opinion of the Regional Manager/Fire Chief there are prevailing circumstances or environmental conditions which warrant the prohibition.
34. A fire ban imposed pursuant to this section shall remain in force until either the later of the date provided in the notice of the fire ban or such time as the Regional Manager/Fire Chief provides notice to the public that the fire ban is no longer in effect.
35. Notice of a fire ban shall be provided to the public by any means which the Regional Manager/Fire Chief determines is appropriate for the purpose of informing the public of the fire ban.

36. No person shall light an outdoor fire, or cause or allow to be lit any outdoor fire upon land owned, occupied or under the control of that person, in contravention of a fire ban imposed pursuant to this Bylaw.

37. The Regional Manager/Fire Chief is to advise Council of the fire ban before it is implemented.

PROHIBITIONS

38. No person shall:

- a. Impede, obstruct, or otherwise hinder a Member of the Regional Fire Services, including the Regional Manager/Fire Chief or an Incident Commander, or any other person assisting or acting under the direction of the Regional Manager/Fire Chief or an Incident Commander;
- b. Damage or destroy property or Equipment used for Fire and Emergency Services;
- c. Impede, obstruct or otherwise hinder Fire and Emergency Services;
- d. Drive a Vehicle over any Fire and Emergency Services Equipment or property without permission of the Regional Manager/Fire Chief or Incident Commander.
- e. Obstruct a Member from carrying out duties imposed by this Bylaw;
- f. Falsely represent themselves as a Member or wear or display a badge, cap, button, insignia, or other paraphernalia for the purposes of such misrepresentation; or
- g. Obstruct or otherwise interfere with access roads, streets or other approaches to any fire alarm, fire hydrant, cistern, or body of water designated for firefighting purposes or any connections provided to a fire main, pipe, stand pipe, sprinkler system, cistern, or other body of water designated for firefighting purposes.

REQUIREMENT TO REPORT

39. The owner, occupant, or person in control over any property in the Municipality damaged by fire shall immediately report to FRESS the particulars of the fire to the satisfaction of the Regional Manager/Fire Chief.

40. The owner, or his/her authorized agent, of any property containing Dangerous Goods, which sustains an accidental or unplanned release of the Dangerous Goods, shall immediately report to FRESS the particulars of the release to the satisfaction of the Regional Manager/Fire Chief.

INSPECTION AND ENFORCEMENT

41. It is not a violation of this Bylaw when FRESS has approved anything in writing, provided the terms and the conditions of the approval are complied with.
42. Where a parcel of land does not comply with this Bylaw or a person contravenes this Bylaw, the Municipality may pursue its enforcement alternatives in accordance with this Bylaw, any enactment or any common law right, including issuing an order to remedy contraventions or dangers, remedying contraventions or dangers by the Municipality, adding amounts to the tax roll of the owner of the parcel, and pursuing injunctions pursuant to the *Municipal Government Act*.
43. The Regional Manager/Fire Chief is appointed as a designated officer of the Municipality for the purposes of carrying out inspections of lands and structures in accordance with section 542 of the *Municipal Government Act*, and may enter on to lands and structures to inspect for compliance with the requirements of this Bylaw.
44. The Regional Manager/Fire Chief is appointed as a designated officer of the Municipality for the purposes of enforcement of this Bylaw, and is authorized to remedy conditions and contraventions, and enforce this Bylaw in accordance with the *Municipal Government Act*, including section 545, and other applicable legislation.
45. The Regional Manager/Fire Chief is appointed as a designated officer of the Municipality for the purpose of inspection and enforcement of this Bylaw, including for the purposes of sections 542 and 545 of the *Municipal Government Act*.

FEES & RECOVERY OF COSTS

46. The schedule of fees and charges which may be charged by FRESS for services rendered pursuant to this Bylaw are set out in Schedule "A".
47. The fees and charges in Appendix "A" may be amended from time to time by approval of the Board of Directors of FRESS.
48. The fees in Schedule "A" may be payable to FRESS when FRESS has taken any action whatsoever for the purpose of the Fire and Emergency Services, including for site inspections for regulated occupancies or other site inspections, requested site inspections, required fire investigations, business inspections, file research, report copies, photographs and duplicates of photographs, copies, permits for flammable or combustible fuel tank installation, permits for flammable or combustible fuel tank removal, or an Open Fire Permit or any other permit.
49. Where the FRESS has taken any action whatsoever for the purpose of extinguishing a fire, responding to an Incident or when Fire and Emergency Services are provided to a person, including a False Alarm, the Municipality may, in respect of any costs incurred by FRESS, charge any costs so incurred to:

- a. the person who caused the Incident;
- b. the person responsible for a contravention of this Bylaw, or
- c. the owner of the property or the person in possession and control of the property where the Incident occurred;

or may add the expenses and costs relating to responding to the Incident or providing the Fire and Emergency Services to the parcel of land to the tax roll for the parcel of land in accordance with s. 553(1)(g) of the *Municipal Government Act*.

OFFENCES

50. Any person who ignites, fuels, supervises, maintains or permits an Open Fire or Incinerator Fire within the Municipality, without a valid permit as required by this Bylaw, is guilty of an offense.
51. Except for authorized fires, when a fire is lit or ignited without the appropriate permit, the owner or occupier of the land or the person having control of the land where such fire is shall extinguish the fire immediately, or where the fire cannot be extinguished immediately, report the fire to FRESS.
52. No person shall directly or indirectly, personally or through an agent, entity, worker, representative or otherwise, cause a fire, whether a permit was obtained for the fire or whether the fire did not require a permit, and let it become a Running Fire on any land including his/her own property or allow a Running Fire to pass from his/her property or property under his/her direction and control, to the property of another.
53. The following are prohibited and are offences in this Bylaw:
 - a. The lighting of an Open Fire, Incinerator Fire, Acceptable Fire Place fire, Acceptable Portable Fire Receptacle or Acceptable Fire Pit fire without taking satisfactory precaution to ensure the fire can be kept under control at all times.
 - b. The lighting of an Open Fire, Incinerator Fire, Acceptable Fire Place fire, Acceptable Portable Fire Receptacle, Acceptable Fire Pit or Public Park Site Fire when the weather conditions may create a Running Fire or when FRESS or another authorized agency declares a fire ban.
 - c. Burning garbage, leaves, straw, painted wood, treated construction materials and items containing rubber, plastic, tar or other materials deemed for disposal, in an Acceptable Fire Place, Acceptable Portable Fire Receptacle or Acceptable Fire Pit or Public Park Site Fire.
 - d. Failing to take reasonable steps to control a fire to prevent it from becoming a Running Fire and spreading onto land other than their own.

- e. Depositing, discarding or leaving any burning substance or matter where it can ignite other material and cause a fire.
- f. Conducting any activity which involves the use of fire or which creates potential sources of fire ignition, which may reasonably be expected to cause a Running Fire or Open Fire, unless reasonable care to prevent such fire from occurring have been taken.
- g. Providing false, incomplete or misleading information with respect to an application for a permit.
- h. Interfering with persons authorized by this Bylaw to respond to Incidents, provide Fire and Emergency Services, or extinguish fires or preserve life or property.
- i. Interfering with the operation of Equipment required to respond to an Incident, provide Fire and Emergency Services, or extinguish fires or preserve life or property.
- j. Damaging or destroying any FRESS property.
- k. Falsely representing himself/herself as a Member of the Regional Fire Services or wear or display any uniform, badge, cap, button, insignia or other paraphernalia for the purpose of false representation.
- l. Using fire to burn or destroy Prohibited Debris, including material which results in the production of black smoke or noxious plume, such as insulation from electrical wiring or equipment, rubber, asphalt roofing materials or hydrocarbons, except as may be approved in writing by FRESS.

54. Nothing in this Bylaw shall be interpreted to authorize any fire, burning or other act which is in contravention of the *Environmental Protection and Enhancement Act*, R.S.A. 2000, c. E-12, and Regulations thereunder, as amended.

ENFORCEMENT & PENALTIES

55. Any person is guilty of an offence and liable for penalty of not less than two-hundred dollars (\$200) and not more than five-thousand dollars (\$5,000) when the person:
- a. contravenes any of the provisions of this Bylaw;
 - b. suffers or permits any act or thing to be done in contravention or violation of any of the provisions of this Bylaw; or
 - c. refrains from doing anything required to be done by any provision of this Bylaw.

56. The Regional Manager/Fire Chief or a Peace Officer is authorized to issue a Violation Tag to any person who he/she believes on reasonable and probable grounds has contravened any provision of this Bylaw.

- a. A Violation Tag may be issued personally or by mailing a copy to the person at his/her last known mailing address.

57. The Violation Tag shall be in the form approved by the Municipality and FRESS and shall state:

- a. the name of the person;
- b. the nature of the offence;
- c. the amount of the penalty for the offence. The penalty depends on the seriousness of the offence, the provision of this Bylaw not complied with and whether it is a first offence or subsequent offence;
- d. any other information as may be required; and
- e. the penalty is to be paid within thirty (30) calendar days of the issuance of the Violation Tag.

58. Where a contravention of this Bylaw is of a continuing nature, further Violation Tags may be issued by the Regional Manager/Fire Chief or a Peace Officer, but no more than one Violation Tag is to be issued for each calendar day for each offence that the contravention continues, and each calendar day constitutes a new and separate additional offence.

59. When a Violation Tag is issued according to this Bylaw, the person, corporation or other entity to whom the Violation Tag is issued may in lieu of being prosecuted for the offence, pay the Municipality the penalty specified in the Violation Tag by cash, cheque or electronic funds transfer.

60. Nothing in this Bylaw shall prevent the Regional Manager/Fire Chief or a Peace Officer from immediately issuing a violation ticket pursuant to the *Provincial Offences Procedures Act*, including a summons ticket for a mandatory court appearance of any person who contravenes this Bylaw.

61. Any penalty or fine imposed pursuant to this Bylaw ensures to the benefit of the Municipality.

VIOLATION TICKETS

62. If the penalty specified in the Violation Tag is not paid within the prescribed time period, the Regional Manager/Fire Chief or a Peace Officer is authorized and empowered to issue a violation ticket pursuant to the applicable provisions of the *Provincial Offences Procedures Act*.

- a. Notwithstanding the foregoing, the Regional Manager/Fire Chief or a Peace Officer is authorized and empowered to immediately issue a violation ticket pursuant to the *Provincial Offences Procedures Act*, to any person who the Regional Manager/Fire Chief or Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.

SEVERABILITY

63. All sections of this Bylaw are separate and severable. Should any section or part of this Bylaw be declared invalid by any competent court, then such section or part shall be regarded as severable from the rest of the Bylaw and the Bylaw remaining after such severance shall be effective and enforceable.

REPEAL AND COMING INTO FORCE

64. Bylaw No. _____ is hereby repealed.

65. This Bylaw shall come into full force and effect upon third reading and signature in accordance with the *Municipal Government Act*.

READ A FIRST TIME THIS _____ DAY OF _____, 2020.

READ A SECOND TIME THIS _____ DAY OF _____, 2020.

READ A THIRD TIME THIS _____ DAY OF _____, 2020.

Chief Elected Official

Chief Administrative Officer

Date

Schedule "A"
Regional Fire Services Schedule of Fees

The following fees and charges may be issued for responding to Incidents and providing Fire and Emergency Services:

Response Fees

1. Response fees may apply for the following types of responses:
 - a. vehicle fires or vehicle extrication;
 - b. grass fires on railway right-of-way;
 - c. grass fires in ditches or in the median on numbered highways;
 - d. any other response that may warrant a fee charge;
 - e. cancelled calls;
 - f. automatic alarms caused by alarm system malfunction; and
 - g. standby for dangerous goods incidents and controlled burns.
2. Pumper Unit: As per the Alberta Transportation schedule of fees for on highway emergency response.
3. Tanker Unit: As per the Alberta Transportation schedule of fees for on highway emergency response.
4. Emergency Rescue Unit: As per the Alberta Transportation schedule of fees for on highway emergency response.
5. Rapid Response Unit: As per the Alberta Transportation schedule of fees for on highway emergency response.
6. Command Unit: As per the Alberta Transportation schedule of fees for on highway emergency response.
7. Standby Fee: \$500.00/unit per day or part day plus Manpower.
8. Manpower Fee:
 - a. Full-Time: \$45.00 per hour or part thereof; and

- b. Volunteer: \$35.00 per hour or part thereof.

Other Fees

- 9. Other fees which may be charged include the following:
 - a. File search (fire inspections and investigations):\$75.00 per search.
 - b. Open Fire Permit: \$100 per permit.
 - c. Copies of Open Fire Permits: \$4.00 per copy.
 - d. Fire Pit Permit to Construct: \$50.00 per permit.
 - e. Occupancy Load Certificates (licensed premises): \$75.00 per certificate.
 - f. Hydrant flow tests and related data: \$250.00 per hour.
 - g. Fire investigation services: \$75.00 per hour.
 - h. Investigation photos: \$5.00 per copy.
 - i. Air refills (breathing air): \$16.00 per 30 minute cylinder and \$40.00 per cascade cylinder.
 - j. Above ground and underground tank removal and installation Inspections: \$100.00 per hour.
 - k. Fire Inspections requested by owner or insurance company: \$100.00 per hour.
 - l. Re-Inspection with outstanding Fire Code Violations: \$75.00 per visit.

SCHEDULE “E”

Responsibilities of the Regional Manager/Fire Chief

The Flagstaff Regional Emergency Services Society (FRESS) will act as the employer of the Regional Manager/Fire Chief and the Regional Manager/Fire Chief will report to the FRESS Board of Directors.

The duties of the Regional Manager/Fire Chief include:

- Leadership and management of the regional fire service
- The hiring of Deputy Fire Chief and Administrative Staff as recommended
- Establishing the organization structure including positions, salaries and rates,
- Creating a positive organizational culture
- Establish communication processes,
- Establish and meet target dates for business processes

Responsibilities

The Regional Manager/Fire Chief is responsible for planning and coordinating all aspects of the FRESS Regional Fire Service. This includes but is not limited to:

- Building relationships with each municipality and station within the Regional Fire Service, Aid Partners, Alberta Fire Service representatives, the Office of the Fire Commissioner and other stakeholders, as required.
- Leading the development and maintenance of fire service and response plans,
- Coordinating the training of personnel.
- Designing and conducting exercises.
- Supervising other employees of the FRESS.
- Making recommendations and adjustments to the fire service programs, standards, levels of service, procedures and guidelines, as needed to meet the changing conditions in the region.
- Monitoring and evaluating the effectiveness of activities implemented by the partnership.
- Other duties as directed by the FRESS Board.
- Providing advice to CAOs, Councils and DEMs of the Initial Municipalities regarding the provision of fire services in the FRESS Region.
- Liaising with provincial government and organizations related to the Fire Service.
- Liaising with other Municipalities regarding the provision of Fire Services.
- Liaising with industry.
- Facilitating hazard assessments.
- Establishing a regional fire service structure where:

- the Regional Fire Service's organizational structure includes a Regional Manager/Fire Chief, Regional Deputy Chief and Station Chiefs for each fire station
 - each fire station is designated as either a full response or modified response station and that the capacity and service level of all stations be clearly identified for each service provided.
 - The provision of auto-aid to specific calls and borderless response protocols to maximize resources as well as identify resourcing to specific calls to limit unnecessary responses is established
 - Consider establishing working committees of firefighters, staff and officers from across the region to establish and enhance programs and carry out special projects.
- Support the development of service level targets and key performance indicators (KPIs) for each fire station that are established and adopted by the Board.
 - Create and support a reporting and record-keeping process that meets all legal and business requirements and consistently monitors the ability of each station to meet their specific targets to support continuous improvement of the service.
 - Manage all fire resources and establish regional systems to support Board approved service levels including the implementation of automatic aid for specific calls, and borderless response
 - Develop regional Standard Operating Guidelines (SOGs) and Standard Operating Procedures (SOPs) that support Board direction on levels of service and provide guidance for service delivery.
 - Manage the Fire Safety Codes program in accordance with the approved Quality Management Program.
 - Establish a regional training model that combines individual in-house training with regional training opportunities, access to other training officers and resources in the region, access to external training expertise, and access to online training.
 - Establish a regional recognition program to support retention, community awareness regarding the fire service, and recruitment.
 - Create a process that looks for additional sources of funding through government grants, industry sponsorship, and fundraising events.
 - Establish a regional culture that honors the past and recognizes the regional strengths.
 - Create a plan to improve regional communication systems to increase the connectivity between responders.
 - Coordinate and create public education or public awareness programs may be undertaken within the FRESS Region.
 - Pre and post incident planning and review.
 - All other duties as may be assigned by the Board from time to time.

Mandatory Obligations

At all times, the Regional Manager/Fire Chief is to adhere to and ensure compliance with the following:

1. Effective management of all activities of FRESS, and Regional Fire Services as directed by the decisions of the Board of Directors of FRESS.
2. Effective control of FRESS's financial matters including preparation of budgets, financial statements and other appropriate reports.
3. Establishment and maintenance of effective two-way communication at the local, regional and provincial levels and with the Municipalities.
4. Establishing, implementing and attaining personal goals, and developing a vision for the effective delivery of quality services for FRESS.
5. Ensuring the administration and management of FRESS functions efficiently and economically.
6. Effective management of the personnel and manpower of FRESS.
7. Sets an example for others.
8. All duties and responsibilities as assigned by the Board of Directors from time to time.
9. All duties and responsibilities as required by law.
10. All duties and responsibilities set out in any policies of FRESS.
11. Works in a spirit of cooperation with the Board of Directors, Directors and the Municipalities. Consults with the Board of Directors to keep them informed and up to date.
12. Acts in a manner which treats the Board of Directors and the Municipalities with politeness and respect.
13. Performs fiduciary functions and acts with utmost good faith in the best interests of the Board of Directors and FRESS.
14. Does not engage in conduct which brings, or has the potential of bringing, the reputation of the Board of Directors, FRESS and the Municipalities into disrepute.
15. Exercises care, diligence and acts prudently in the best interests of the Board of Directors and FRESS while positively enhancing quality, effectiveness and efficiency for the benefit of the Board of Directors and FRESS.
16. Ensures compliance with applicable laws.

17. Ensures that FRESS policies, procedures, practices and protocols are up to date and new policies, procedures, practices and protocols are put it place as required.
18. Does everything reasonably practicable to further the interests of FRESS in cooperation and conjunction with the Municipalities.
19. Minimizes risks and potential liability of FRESS.
20. Takes reasonable steps to ensure security and safety for FRESS.
21. Directs, manages and supervises the activities and affairs of FRESS on a day to day basis.
22. At all times, the Regional Manager/Fire Chief is to act in the best interests of FRESS and the Regional Fire Services.
23. The Regional Manager/Fire Chief shall implement the provision of Auto-Aid to specific calls and borderless response protocols to maximize resources as well as identify resourcing to specific calls to limit unnecessary responses.

SCHEDULE "F"

Flagstaff Regional Emergency Management Plan & Agency

GENERAL

1. This Schedule F, and any modifications to it, comes into effect only when it is approved by the Councils of the Municipalities and the Board of FRESS.
2. In accordance with section 11 of the EMA, a Local Authority is responsible for emergency response unless the Province of Alberta assumes direction and control, the Local Authority approves emergency plans and programs and the Local Authority may enter into agreements with others to provide services for the development or implementation of emergency plans or programs.
3. As per section 11.1 of the EMA and in accordance with the *Local Authority Emergency Management* Regulation, Alta. Reg. 203/2018 ("Regulation"), a Local Authority is required by bylaw to appoint an Emergency Advisory Committee, on or before January 1, 2020, to advise on developing emergency plans and programs for the Local Authority and such Emergency Advisory Committee may exercise any powers delegated to it by the Local Authority in accordance with section 11.3(1)(a) of the EMA.
4. In accordance with section 11.2 of the EMA and the Regulations thereunder, a Local Authority is required by bylaw to appoint an Emergency Management Agency, on or before January 1, 2020, to act as the agent of the Local Authority regarding the Local Authority's powers and duties under the EMA, and an Emergency Management Agency may act as the agent for more than one Local Authority. There is to be a Director of the Emergency Management Agency who prepares and coordinates emergency plans and programs, manages and directs emergency operations, coordinates emergency services and resources for emergencies and performs other duties as are assigned by the Local Authority.
5. As per sections 11.1 and 11.2 of the EMA and sections 2 and 3 of the Regulation, the Local Authority's Emergency Advisory Committee is to give direction and guidance to its Emergency Management Agency.
6. Pursuant to section 11.3(1)(b) of the EMA, if authorized by Ministerial Order, a Local Authority may delegate its powers and duties under the EMA to a joint committee representing two or more Local Authorities that is composed of one or more members appointed by each of the Local Authorities.
7. In accordance with section 14 of the Regulation under the EMA, a Local Authority may delegate any of its powers or duties under the Regulation to a committee consisting of one or more members of the Local Authority and such committee includes an Emergency Advisory Committee, and if authorized by Ministerial Order

to a joint committee which represents two or more Local Authorities which consists of one or more members appointed by each of the Local Authorities.

8. The Councils of each of the Municipalities are to establish a regional emergency services joint committee.
9. Subject to delegation by the Municipalities, and/or their Councils as may be required, FRESS may approve, create and implement a Flagstaff Regional Emergency Management Plan ("FREMP") that establishes processes for emergency management preparedness, mitigation, response and recovery.
10. In accordance with the EMA, subject to approval by Ministerial Order, the Municipalities form a Joint Advisory Committee.
11. If a FREMP is approved by the FRESS Board, this Schedule F shall apply to the Municipalities and FRESS.
12. FRESS has the authority to modify FREMP as may be required to give effect to the FREMP so that it accords with the intent and purpose of applicable laws or as may otherwise be approved by the Board.
13. To support the development of the FREMP, the Municipalities agree:
 - a. To actively participate in creation of a FREMP when the Board establishes the process.
 - b. FRESS, or a department of it, is to be the Emergency Management Agency for the Municipalities.
 - c. The Regional Director/Fire Chief is the Director of the Emergency Management Agency ("FRESS DEM").
 - d. Each of the Municipalities is to name a Director/Manager who will act on behalf of them in the planning process as well as the ongoing management of FREMP ("DEM").
 - e. Provide municipal staff to ensure that the regional plan is staffed and managed appropriately as established by the FREMP.
 - f. Provide resources, such as ECCs (Emergency Coordination Centres), municipal spaces for registration centers, evacuation centers, access to communication systems, etc. as established by the FREMP.
 - g. Actively participate in a risk and hazard analysis, planning, processes and mitigation of risks or other recommendations that may come from this analysis.

- h. Adopt standard emergency management bylaws and aid contracts, as requested by FRESS to support FREMP.
- i. Delegate authorities provided in the EMA and Regulation to FRESS.

DEFINITIONS:

14. For the purpose of this Schedule, the following words and terms shall have the following meanings (unless the intent indicates otherwise):

- a. “Director of Emergency Management” (DEM) means the person appointed by resolution of the municipal Council of each of the Municipalities, who shall be responsible for the Emergency Management Program in each of their respective municipalities.
- b. “Emergency Coordination Centre” (ECC) means the location that functions as a point of coordination, addressing the needs of the municipality or the Region as a whole, exercising the authority of the local officials, as well as anticipating and supporting the needs of one or more incident sites;
- c. “Emergency Management Agency” or “Agency” means FRESS or a department of it.
- d. “Flagstaff Regional Advisory Committee” means the Board of Directors for the Flagstaff Regional Emergency Services Society empowered by municipal bylaws from all the Municipalities to serve as the Advisory Committee in accordance with 11.1(1) of the EMA to advise on the development of emergency plans and programs, and to exercise any powers delegated to the committee under section 11.3(1).
- e. “Flagstaff Regional Emergency Management Agency” (“the Agency”) means FRESS or a department of it, which shall act as the agent of the Municipalities in exercising the local authority’s powers and duties in accordance with 11.2(1) of the EMA.
- f. “Flagstaff Regional Emergency Management Plan” (FREMP) means the Regional Emergency Management Plan that may be created to coordinate the response to an Emergency or Disaster.
- g. “Flagstaff Regional Emergency Services Society Coordinator” (Coordinator) means the person appointed by the Board who is responsible for program administration, planning, preparedness and mitigation on behalf of the Directors of Emergency Management, and who shall facilitate coordination of regional emergency planning for response to regional or inter-municipal Disasters or Emergencies.

- h. “Flagstaff Regional Emergency Services Society Planning and Coordinating Group” (Planning and Coordinating Group) means the Flagstaff Regional Emergency Partnership Planning and Coordinating Group, as established by agreement and the bylaws of the respective municipal Councils of the Municipalities.
- i. “FRESS DEM” is the Director of Emergency Management for the Flagstaff Regional Emergency Agency who is the Regional Manager/Fire Chief of FRESS.
- j. “FRESS Region” is the geographic area covered by FRESS related to Regional Fire and Emergency Services and as provided for in the FREMP.

REGIONAL EMERGENCY MANAGEMENT DELEGATION OF AUTHORITY

- 15. If agreed to and supported by the registration of a Ministerial Order issued pursuant to s. 11.3(1)(b) of the EMA, the Municipalities hereby collectively form a Regional Emergency Partnership for the purposes of emergency planning, preparedness, mitigation, response and recovery.
- 16. The Board of FRESS will be empowered by municipal bylaws from all of the Municipalities to serve as the Flagstaff Regional Advisory Committee in accordance with 11.1(1) of the EMA and Regulation, and to advise on the development of emergency plans and programs, and to exercise any powers delegated to the committee under section 11.3(1) and the Regulation.
- 17. Upon issuance of a Ministerial Order pursuant to 11.3(1)(b) of the Act, the Municipalities will, through their respective Regional Emergency Management bylaws, delegate their powers and duties under the EMA and Regulation to the Board which include the authority to:
 - a. declare a State of Local Emergency (SOLE);
 - b. cause the Regional Emergency Management Plan or any related plans or programs to be put into operation;
 - c. acquire or utilize any real or personal property considered necessary to prevent, combat or alleviate the effects of an Emergency or Disaster;
 - d. authorize or require any qualified person to render aid of a type the person is qualified to provide;
 - e. control or prohibit travel to or from any area of the FRESS Region;

- f. provide for the restoration of essential facilities and the distribution of essential supplies and provide, maintain and co-ordinate emergency medical, welfare and other essential services in any part of the FRESS Region;
- g. cause the evacuation of persons and the removal of livestock and personal property from any area of the FRESS Region that is or may be affected by a Disaster and arrange for the adequate care and protection of those persons or livestock and of the personal property;
- h. authorize the entry into any building or on any land, without warrant, by any person in the course of implementing an emergency plan or program;
- i. cause the demolition or removal of any trees, structures or crops if the demolition or removal is necessary or appropriate in order to reach the scene of a Disaster, or to attempt to forestall its occurrence or to combat its progress;
- j. procure or fix prices for food, clothing, fuel, equipment, medical supplies, or other essential supplies and the use of any property, services, resources, or equipment within the FRESS Region for the duration of the State of Local Emergency;
- k. authorize the conscription of persons needed to meet an Emergency; and
- l. authorize any persons at any time to exercise, in the operation of the FREMP and related plans or programs, any power specified in Paragraphs (c) through (k) in relation to any part of a Municipality within the FRESS Region affected by a state of local emergency including as part of a Regional Emergency affecting more than one municipality for which a declaration of State of Local Emergency has been made.

18. Each of the Municipalities shall name a DEM who is to assist and participate in the functions of the Agency as well as the Planning and Coordinating Group. The FRESS DEM shall be responsible for performing those duties, powers and functions set out in s.11.2(2) of the EMA, with advice and assistance from DEMs and the Coordinator and will:

- a. act as director of emergency operations on behalf of the emergency management agency (FRESS or a department of it), and
- b. coordinate all emergency services and other resources used in an emergency.

FLAGSTAFF REGIONAL EMERGENCY SERVICES SOCIETY COORDINATOR ("COORDINATOR")

19. FRESS will employ or appoint the Coordinator, who shall be responsible for program administration, planning, preparedness and mitigation on behalf of the Agency and the Directors of Emergency Management and who shall facilitate coordination and planning for response to regional or inter-municipal Disasters or Emergencies.
20. The supervision and responsibilities of the Coordinator include the following:
- a. FRESS will be the employer of the Coordinator.
 - b. The Coordinator reports to the Regional Manager/Fire Chief.
 - c. Performance or other evaluation of the Coordinator will be carried out with input from the Planning and Coordinating Group.
 - d. The Coordinator will initially coordinate the activities on behalf of FRESS to create and establish a regional emergency management plan.
 - e. The Coordinator is responsible for planning and coordinating all aspects of the Flagstaff Regional Emergency Partnership Emergency Management Program.
 - Building relationships with the Municipalities, current and potential aid agreement partners, the Alberta Emergency Management Agency, and other stakeholders, as required.
 - Leading the development and maintenance of emergency management plans.
 - Coordinating the training of emergency management personnel.
 - Designing and conducting exercises of the FREMP.
 - Supervising the emergency management employees of the FRESS.
 - Making recommendations and adjustments to the programs as needed to meet the changing conditions in the region.
 - Monitoring and evaluating the effectiveness of activities implemented by the partnership.
 - Other duties as directed by the coordinating and planning group or the Board.
 - Providing advice to Chief Administrative Officers, Councils and DEMs of the Municipalities with regard to the provision of emergency management services.
 - Liaising with provincial government and organizations related to emergency management.
 - Liaising with other municipalities and organizations regarding emergency management.
 - Liaising with industry.
 - Facilitating hazard assessments, and

- Planning and supporting the Planning and Coordinating Group meetings.
- Doing all other duties as may be assigned or required.

ESTABLISHMENT OF FLAGSTAFF REGIONAL EMERGENCY MANAGEMENT AGENCY

21. Each of the Municipalities are to pass bylaws to create the Flagstaff Regional Emergency Management Agency (“Agency”), to identify that the CAO and DEM for each of the Municipalities are to be members of the Agency, with FRESS or a department of it being the Emergency Management Agency for the Municipalities, the Regional Manager/Fire Chief of FRESS being the director of the Agency and that such Agency will act as the operational agent and emergency management agency for the Municipalities hereto in exercising the powers and duties under the EMA and Regulation.
22. Staff and resources of the Municipalities, as outlined in the FREMP, shall be available to the Agency during Emergency operations and the Agency shall also utilize any other external agencies or services as may be deemed necessary at the time of an Emergency.
23. The Agency may request others to join as standing members or to attend specific meetings to advise the Agency, as needed. These may include RCMP officers, Fire Chiefs, Enforcement Services Manager, Public Works Director/Manager/Foreman, Emergency Public Information Officers, Alberta Health Services, Emergency Social Services Directors, representatives from local business, industry, utilities, or any others that are seen to be important to the process.
24. The Agency shall dedicate itself to networking and fostering relationships between various sub groups, agencies and organizations involved in emergency response and to increasing understanding between such groups, agencies and organizations of their respective roles and how best they may work together to achieve common goals in the event of an Emergency. The Coordinator shall serve as a liaison between the Agency and the Board.
25. It is recognized that the Agency or parts of the Agency may be called upon from time to time to provide emergency response or services in areas outside of the FRESS Region. Response to those incidents will:
 - a. Be committed to only after an assessment of what resources can reasonably be freed without endangering the FRESS Region and its residents and approved by the FRESS DEM and the CAO or DEM of the affected Municipalities.

- b. Be committed only after ensuring that reasonable care will be provided to the staff being deployed. If the requesting organization cannot provide care for staff, resources will only be deployed once the FRESS DEM or a DEM have been able to arrange for reasonable care.
- c. Request a tasking number from the Provincial Operations Centre or Office of the Fire Commissioner.
- d. Costs for resources will be recovered from the requesting Organization. Costs for those services will be billed according to the policy of each individual department or party.

ESTABLISHMENT OF THE PLANNING AND COORDINATING GROUP

- 26. Each of the Municipalities are to pass bylaws to create the Planning and Coordinating Group, which will guide the creation, implementation and evaluation of the FREMP including sub-plans and programs. They will give direction and guidance to the Agency and any of its sub-groups.
- 27. The Planning and Coordinating Group shall consist of the FRESS DEM, the DEM and Deputy DEM appointed by each of the Municipalities, a representative of the Alberta Emergency Management Agency and the Coordinator. Despite a vacancy in any of these positions from time to time, the Planning and Coordinating Group shall continue to exist.
- 28. The Planning and Coordinating Group is responsible for:
 - a. Reviewing the FREMP, annually.
 - b. Reviewing the Regional Hazard and Risk Analysis, annually.
 - c. Recommending and/or implementing prevention, mitigation, response, recovery and preparedness strategies.
 - d. Updating the FREMP and any supporting documents, as needed.
 - e. Ensuring the FREMP aligns with any other emergency management and public safety management programs in the region.
 - f. Ensuring updates on the FREMP are communicated to its Distribution List.
 - g. Planning, executing, and documenting training, drills, and exercises.
 - h. Developing and implementing a post event/post training report process and format. This includes event staff performance observations.
 - i. Reviewing all exercises/post incident reports and making changes as necessary.
 - j. Reviewing and implementing strategies to maintain or improve response effectiveness.
 - k. Ensuring all ECC and ESS locations are supplied and prepared at all times.
- 29. The Planning and Coordinating Group may hire staff, consultants and other workers as approved by the Board.

30. The Planning and Coordinating Group shall establish a regular meeting schedule subject to the requirement that meetings shall be held at least every two (2) months. The Planning and Coordinating Group shall have the ability to call special meetings on an as needed basis upon fourteen (14) days prior written notice to each of the members. In the event of a pending or imminent Emergency, no notice shall be required to call a special meeting of the Planning and Coordinating Group. All members shall use their best efforts to be present at all meetings despite no notice having been provided.
31. The Planning and Coordinating Group shall have the authority to alter, establish and implement rules governing the conduct of its meetings from time to time, subject to the approval of the majority of the group members.
32. The Chair of the Planning and Coordinating Group shall report to the Board at each Board meeting to provide their comments and input with respect to the design, creation, implementation and evaluation of Regional Fire and Emergency Management Plans, programs and policies. The Planning and Coordinating Group may present information to any of the Municipalities directly where appropriate.

EMERGENCY COORDINATION CENTER (ECC)

33. Primary and backup Emergency Coordination Centres (ECC) will be established by the Planning and Coordinating Group and shall be maintained in accordance with the FREMP.
34. Responders designated to activate, by the Planning and Coordinating Group, may activate the ECC in accordance with established procedures.
35. The costs of the ECC will be the sole responsibility of the municipality in which the ECC is located.
36. The costs incurred by any Party to this Agreement in responding to a State of Local Emergency in another municipality shall be the sole responsibility of the Requesting Party or the municipality in which the Emergency or Disaster occurs.

EMERGENCY MANAGEMENT PREPAREDNESS

37. The regional hazard assessment undertaken by FRESS will be utilized to establish priorities for mitigation and preparedness. Public education or public awareness programs may be undertaken within the FRESS Region to reduce risks and prepare citizens.
38. The Planning and Coordinating Group will establish a training and exercise plan to ensure readiness for emergency operations.

EMERGENCY MANAGEMENT RESPONSE

39. Once the ECC has been activated, any one of the FRESS DEM, DEMs or DDEMs (Deputy Directors of Emergency Management) that are members of the Agency may serve as DEM for the incident. Whenever possible, the DEM or DDEM from the impacted municipality shall initially fill that role.

RECOVERY

40. Recovery programs and business continuity efforts undertaken by the Agency shall be prioritized to accomplish the greatest good for the most people.

SCHEDULE “G”

FINANCE & FUNDING OF FRESS

BUDGET PROCESS

1. All costs (including any surpluses or deficits) of FRESS are to be borne by the Municipalities as per the Funding Formula.
2. “Business and Implementation Plan” shall refer to the report approved by the Members and prepared by Transitional Solutions Inc. dated November 2018 and is to be used by the Board and FRESS Administration as a guidance tool in preparation of Budgets.
3. “Fiscal Year” for budgeting and funding purposes shall mean Calendar Year.
4. The Operations Budget shall cover revenues, expenses and contingencies for a three (3) Calendar Year period, and will be considered as an Interim Budget in the event an Annual Operating Budget does not receive Member approval by December 1st.
5. The Annual Operating Budget shall cover one (1) Calendar Year and is the first (1st) year of the three (3) Year Operations Budget.
6. The Capital Budget shall cover a five (5) Calendar Year period.
7. “Budgets” means the Annual Operating Budget, Operations Budget and Capital Budget.
8. The Members are to receive the proposed Budgets from FRESS by October 1st of each year and provide a decision regarding the Budgets no later than December 1st of each Calendar Year to FRESS.
 - a. The Board and the Members are to consider the Guiding Principles when reviewing, recommending and approving the Budgets.
 - b. A minimum of seventy-five percent (75%) of all of the Members are to approve Budgets before they become binding on the Municipalities.
 - c. A majority of all of the Directors of the Board are to approve Budgets before they become binding on the Municipalities.
9. The Annual Requisition must be paid by Municipalities no later than July 1st for the Annual Operating Budget year approved.

10. Matters outside the scope of the Budgets include extraordinary circumstances or financial exigencies, which may result from:

- a. Mitigation of Hazards; and/or
- b. Recovery from extraordinary circumstances related to providing Fire and Emergency Services, but will not be related to events occurring from natural or man-made disasters where there is loss of Member municipal infrastructure outside of that owned and operated by FRESS.
- c. Matters outside the scope of the Budgets will be identified in an Emergency Supplementary Budget (composed of required Operating and Capital funding) with recommendation by the Board and approval of the Members in a time frame identified by the Board and requisitioning calculated according to the Funding Formula.

11. Requests for changes to upcoming Budgets which commence the next Calendar Year must be submitted to FRESS by the Municipalities before July 1st in the prior Calendar Year before the Regional Manager/Fire Chief presents the Budgets to the Board. Requests to change the Budgets received from the Municipalities in a timely manner, will be handled as follows:

- a. The request will be sent to the Regional Manager/Fire Chief for the Regional Fire Services, and if applicable, for Regional Emergency Management.
- b. For the Emergency Management items, the Planning and Coordinating Group may review the request and make recommendations.
- c. Budget recommendations will be submitted to the Board by the Regional Manager/Fire Chief for a mid-August meeting.
- d. The Board will review the proposed Budgets in September and no later than September 30th for recommendation to the Members.

12. Operating costs and capital costs are covered in the Annual Requisitions. For 2019, the Municipalities pay fifty percent (50%) of the operating costs for FRESS. For the 2020 Calendar Year and subsequent Calendar Years, the Municipalities pay one-hundred percent (100%) of the operating costs of FRESS.

13. The Annual Requisitions exclude capital costs until the 2021 Calendar Year for the Capital Budgets. In the Annual Requisition which is issued by FRESS by October 1, 2020, which is payable by July 1, 2021 by the Municipalities, it will include fifty (50%) of the capital costs of FRESS.

- a. The Annual Requisition which is issued by FRESS by October 1, 2021 for the 2022 Calendar Year, which is payable by July 1, 2022 by the Municipalities,

will include one-hundred percent (100%) of the capital costs. Subsequent Annual Requisitions will include all of the capital costs of FRESS.

14. The Council of a Municipality may dispute the amount related to it in the Annual Requisition only after the Initial Start-Up Period ends on January 1, 2022, and only if the total costs of the Annual Requisition increase more than twenty-percent (20%) over the previous year's Annual Requisition. The Dispute Resolution process will only apply to the costs which are more than the twenty percent (20%) increase. The Dispute Resolution Process cannot be used to dispute an Annual Requisition where the increase is twenty percent (20%) or less than the previous year's Annual Requisition, and an arbitrator or arbitration board does not have jurisdiction to hear and rule on such a dispute.
15. The foregoing dates may be changed with the approval of at least seventy-five percent (75%) of all of the Members and with at least seventy-five percent (75%) of all of the Directors of the Board.

FUNDING FORMULA

16. The Funding Formula for all costs of FRESS, including operating and capital are:
 - a. The allocation formula for the Annual Requisition are weighted according to the:
 - i. Population of each of the Municipalities: 20%;
 - ii. Number of dwellings in each of the Municipalities: 20%; and
 - iii. Equalized assessment in each of the Municipalities: 60%.
 - b. The estimated total costs for the Regional Fire Services, expressed as a percentage of the overall anticipated costs of FRESS, which are phased in over (four) 4 years as recommended by Transitional Solutions Inc., are:
 - i. 2019: 35.2%;
 - ii. 2020: 70.4%;
 - iii. 2021: 84.1%;
 - iv. 2022: 100%.

SCHEDULE "H"

**TRANSITIONAL SOLUTIONS INC. BUSINESS & IMPLEMENTATION PLAN,
NOVEMBER 2018, AS APPROVED OR AMENDED BY FRESS**