

**ENOCH CREE NATION**

FIRE BYLAW # 2025-100-FB

“paskwāw mostos ka-wāsacāmiska” (Buffalo Circle)

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Preamble

Since time immemorial, the Maskekosak (People of Enoch Cree Nation) have lived upon these lands, guided by the sacred laws of the Creator. These laws are spiritual in nature, passed down through generations in our oral histories and Creation Stories. They govern how we live, how we care for one another, and how we uphold our responsibilities to Creation.

Our children are sacred gifts and their parents from the Spirit World before entering this realm. They are borrowed from the Creator, entrusted to us with the highest duty of protection, nurturing, and guidance. Their well-being must remain at the center of all that we do as a Nation, for in them lies the future of our people.

When Treaty was made, it was through ceremony that our Okihcitâwiskwêwak (Clan Mothers/Warrior Women) instructed our men on how to negotiate, ensuring that our agreements would reflect the needs and responsibilities of our people. Our women are life givers, carrying the sacred responsibility of bringing new generations into the world. They have always played an essential role in our governance through the Okihcitâwiskwêwak, who provided spiritual direction and raised children and youth to become the leaders who govern the Nation.

Our Kêhtê-ayak (Elders), carrying generations of knowledge and a deep spiritual connection, have always been central to our governance, serving as mentors, advisors and decision-makers. Their key role as educators was passing down the knowledge and experience needed for the Nation to survive, and to pass down the ceremonies given to us from the Creator.

Our Okihcitâwak (Warrior Societies) have always stood as providers and protectors, reinforcing the roles of our men and ensuring the safety and strength of our people by defending our homes, and upholding the responsibilities given to us by the Creator.

These sacred roles and governing structures have been disrupted by colonial policies such as the Indian Act, which sought to dismantle our way of life and replace it with an ineffective governance model. These policies have harmed our families, removed our children, and attempted to erase our identity as Nêhîyawâk (Plains-Cree People). However, our laws, our governance, and our responsibilities have never been extinguished. They live within our language, our land, our teachings, our ceremonies, and our people.

Our ceremonies—our Sun Dances and other sacred, closed practices—provide us with the guidance to uphold our responsibilities as leaders, caretakers, and protectors. Our true governance is a way of life, deeply rooted in the land, the wisdom of our Elders, and the spiritual guidance we receive through ceremony.

If we, as the Enoch Cree Nation, are to fully restore the true governance of our ancestors, we must return to our traditional governing systems. We must restore our Okihcitâwiskwêwak, uphold the wisdom of our Kêhtê-ayak, and strengthen our Okihcitâwak. We must return to our ceremonies, remembering that our laws come from the Creator.

Our path forward is to reclaim our rightful place as a self-determined Nation, governing as we always have—through family, ceremony, and the balance of Creation.

DECLARATION OF SOVEREIGNTY

The Enoch Cree Nation asserts its Inherent right to govern our people a right that was granted to us by the Creator since time immemorial, long before the existence of Canada or its provinces or territories; Our Inherent rights have never been extinguished, ceded, nor surrendered, and remain intact through our sacred responsibilities to the Creator, to our lands, and to our people;

Enoch Cree Nation is a proud signatory to Treaty No. 6, affirming our sovereign relationship with the Crown, and upholding the sacred covenants established to ensure our survival, prosperity, and self-determination; Our Treaty was made through the sacred Pipe, which represents our relationship with the Creator, and the spiritual laws we are bound to uphold.

The government of Canada and its provinces sought to destroy our families through genocidal policies such as the Indian Act, the Indian Residential School System, the Reserve Pass System, the Sixties Scoop, and the modern child welfare system, and the Canadian legal system; These deliberate and systemic acts of interference have inflicted immeasurable harm upon our people, yet our resilience and determination remain unbroken.

The answer to restoring the sovereign nationhood of Enoch Cree Nation lies in rebuilding our home fires, returning our families to their rightful place at the heart of our governance and rebuilding our own traditional governing systems and law-making authority.

Through the creation of our own laws, empowered by our Inherent rights, Treaty Rights and Aboriginal Rights and guided by our traditional laws and governance, Enoch Cree Nation will ensure that no child or family of our Nation is ever again harmed, removed, or interfered with by any foreign government or external authority.

This Declaration of Sovereignty underscores our divine responsibility to uphold our Inherent rights through the establishment of our own Constitution aligned with our sacred Pipe laws that govern us. Guided by our ceremonies we affirm that our sovereignty must be asserted through the development of our own laws and legislation in every sector.

Our Nation stands united and unwavering in the assertion of our sovereignty, for as long as the sun shines, the grass grows, and the rivers flow.

Our Inherent Rights include, but are not limited to:

1. **The Right to Self-Governance** – The Enoch Cree Nation has the exclusive right to govern ourselves in accordance with our laws, customs, and traditions.
2. **The Right to Self-Determination** – We alone define our political, economic, social, and cultural structures and institutions.
3. **The Right to our Lands and Territories** – Our lands, waters, and natural resources are our birthright, and we retain full jurisdiction over them.
4. **The Right to Law-Making and Justice** – We establish and enforce our own laws based on our traditional governance systems and our inherent authority.
5. **The Right to Economic Sovereignty** – We have the freedom to develop, regulate, and sustain our own economies for the benefit of our people.
6. **The Right to Cultural and Spiritual Well-Being** – Our language, ceremonies, and sacred knowledge are protected and preserved for future generations.
7. **The Right to Education and Knowledge** – We determine how our knowledge is passed down, ensuring our future generations remain strong in their spiritual identity.
8. **The Right to International Relationships** – We choose how we engage with other Nations, governments, and international bodies.
9. **The Right to Protect and Care for Our People** – Our governance prioritizes the health, safety, and well-being of our people, including our children, Elders, and future generations.

These Inherent Rights are not privileges given by any foreign government; however, they are recognized through the United Nations Declaration on the Rights of Indigenous Peoples and Section 35 of the Constitution Act 1982 and further affirmed through our Nation-to-Nation Treaty relationship.

Our Inherent Rights were never up for negotiation during Treaty-making and remain fully intact. Any government action that seeks to limit or regulate our Inherent Rights without our free, prior, and informed consent is an infringement on our sovereignty.

This **Declaration of Sovereignty** stands as an affirmation of our Nation's historic continuity, authority, and independence. We are the rightful stewards of our lands and people, and we will continue to assert our sovereignty for the benefit of all generations to come.

Enoch Cree Nation, Sovereign and Free—Now and Forever.

WHEREAS Enoch Cree Nation continues to strive to ensure that matters related to public safety, are carried out in a conscientious, respectful, peaceful and prompt manner;

AND WHEREAS section 81(1) of the *Indian Act* empowers the Council to pass Bylaws to provide for the safety, health and welfare of the people, the protection of property and the observance of law and order on a Reserve, in addition to, matters arising out of or ancillary to the exercise of powers under section 81(1) of the *Indian Act*;

AND WHEREAS Pursuant to Treaty 6 and to its inherent rights, Enoch Cree Nation possesses a right of self-government, which has been recognized and affirmed by the Crown. Making Bylaws relating to matters like safety, health and welfare of people, the protection of property and the observance of law-and-order laws is an exercise of Enoch's inherent right of Self-Government;

AND WHEREAS the Council has determined that it is desirable that a Fire Bylaw be established for the Nation and may pass Bylaws to regulate, prohibit and impose a system of licenses, permits or approvals and may collect, pursuant to a Bylaw, costs and expenses incurred by the Nation for extinguishing fires;

AND WHEREAS the *National Fire Code - 2019 Alberta Edition* contemplates that independent jurisdictions will regulate the use, sale and storage of fireworks within their jurisdiction;

AND WHEREAS Enoch Fire and Rescue Services will provide fire protection, regulation, prevention services and control of fires within its boundaries, and further provides that Enoch Fire and Rescue Services and its officials or employees will have certain duties and powers in regard thereto to provide for the efficient operation of such a service;

AND WHEREAS Nothing in this By-Law shall be construed so as to abrogate or derogate from the Aboriginal and Treaty rights of the Enoch Cree Nation. These inherent Aboriginal and Treaty rights give the Enoch Cree Nation the jurisdiction and authority to adopt Bylaws, which right is in addition to the rights relating to Bylaws that are provided by s. 81 of the *Indian Act*;

NOW THEREFORE, the Council enacts this *Fire Bylaw* as follows:

1. INTERPRETATION

Title

1.1 This Bylaw may be cited as the *Fire Bylaw*.

Definitions

In this Bylaw, except where otherwise defined:

1.2 “**Apparatus**” means any machinery, vehicle, or Equipment operated by or for Enoch Fire and Rescue Services whether that vehicle operates on land, in the air, or on water.

- 1.3 **“Building”** includes any part of a building placed in, on, or over land whether it is so affixed to become transferred without special mention by a transfer or sale of the land.
- 1.4 **“Burning Barrel”** means an outdoor receptacle that meets the following specifications:
- a) a minimum of three (3) meters clearance is maintained from any building, property line, or other combustible material when measured from the nearest edge;
 - b) the opening does not exceed one (1) meter in width or diameter when measured between the widest points or outer edges;
 - c) the receptacle has closed sides made from brick, concrete blocks, heavy gauge metal, or other non-combustible material that is acceptable to the Fire Chief;
 - d) is not located over underground utility services or below overhead wires; and
 - e) a spark arrestor mesh screen with openings no larger than twelve and a half (12.5) millimeters that is constructed of expanded metal (or equivalent material) is used to cover the opening in a manner sufficient to contain and reduce the hazards of airborne sparks.
- 1.5 **“Burnable Debris”** means the following materials:
- a) Straw and stubble;
 - b) grass and weeds;
 - c) leaves and pruned limbs from shrubs, bushes, and trees;
 - d) brush and fallen trees on newly cleared property; and
 - e) wood material from the construction or demolition of buildings that does not contain wood preservatives.
- 1.6 **“Burning Hazard”** means an actual or potential occurrence of fire or other combustion of organic or inorganic material that could endanger human life or property or damage property.
- 1.7 **“Bylaw”** means a Bylaw passed by the Council under the authority of the *Indian Act*.

- 1.8 **"Bylaw Enforcement Officer"** means any Bylaw officer appointed as such by Council and who, in the execution of their duties, is a person employed for the preservation and maintenance of the public peace.
- 1.9 **"Chief"** means Chief of Enoch Cree Nation.
- 1.10 **"Consumer Fireworks"** means outdoor, low-hazard recreational fireworks such as showers, fountains, golden rain, Roman candles, volcanos, sparklers and caps for toy guns, in accordance with the Explosives Regulation, 2013 and Natural Resources Canada's Display Fireworks Manual, as amended or replaced from time to time.
- 1.11 **"Council"** means the Council of Enoch Cree Nation #135 and #135A.
- 1.12 **"Day"** means, when referenced to document service, a business or working day.
- 1.13 **"Department"** means the Nation's Department of Protective Services and ancillary departments including the Human Resources Department and the Enoch Cree Nation Administration.
- 1.14 **"Designated Officer"** means an Enoch Cree Nation employee designated to act on behalf of the Nation for any bylaw enforcement matters in relation to land use, or any other matters as assigned by the Nation.
- 1.15 **"Display Fireworks"** means high-hazard recreational fireworks such as aerial shells, mines and larger Roman candles, designed for use at public gatherings, in accordance with the Explosives Regulation, 2013 and Natural Resources Canada's Display Fireworks Manual, as amended or replaced from time to time.
- 1.16 **"Display Supervisor"** has the meaning set out in Natural Resources Canada's Display Fireworks Manual, as amended or replaced from time to time.
- 1.17 **"Emergency"** means any situation or incident, where there is a real or perceived danger to the safety, health or welfare of a person, property or the environment.
- 1.18 **"Equipment"** means any tool, contrivance, device, material or supplies used by a member to respond to or mitigate an Emergency whether that tool, contrivance, device, material or supplies is owned, conscripted or hired by the Nation, or not.
- 1.19 **"False Alarm"** means any notification, by whatever means received by Fire Services, respecting the existence of a condition, circumstance, fire or other event containing an imminent, danger to Persons or Property, wherein such condition, circumstance, Fire or other events do not, in fact, exist.
- 1.20 **"Fire Ban"** means a Fire Ban order issued pursuant to this Bylaw, approved by the Fire Chief, for the purpose of cancelling all Fire Permits, prohibiting the lighting of, and requiring the extinguishment of all fires within the Nation.

- 1.21 **"Fire"** means the burning of any flammable or combustible material.
- 1.22 **"Fire Chief"** means the person appointed as head of Enoch Fire and Rescue Services or their designate.
- 1.23 **"Fire Guardian"** means a person appointed as a Fire Guardian by the Chief and Council for the purposes of inspecting conditions and assisting Enoch Fire and rescue Services with the issuance of fire permits.
- 1.24 **"Fire Guardian Appointment"** means the appointment of an individual, in writing, as a Fire Guardian.
- 1.25 **"Fire Hazard"** means combustible material that, through its nature, location, condition or arrangement, or any combination of those factors, may ignite or be ignited and that, if it ignites or is ignited, could create a burning hazard;
- 1.26 **"Fire Permit"** means a permit issued by the Fire Chief or their Designate, or a Fire Guardian authorizing an individual to light a fire pursuant to this Bylaw and may or may not include specific terms and conditions to light the fire.
- 1.27 **"Fire Season"** means from April 1st to August 31st, annually and weather dependent unless otherwise directed by the Fire Chief or Chief and Council.
- 1.28 **"Fire Services Charges"** means all rates, fees and charges payable for, or in connection with, Enoch Fire and Rescue Services in providing Fire Protection and Rescue Services within and outside the Nation's boundaries as prescribed in section 15 of this Bylaw in addition to any costs incurred directly by the Nation.
- 1.29 **"Fire Pit"** means an outdoor receptacle that meets the following specifications:
- a) a minimum of three (3) meters clearance is maintained from any building, property line, or other combustible material when measured from the nearest fire pit edge in an area free of dry grass, brush, or combustible soil (peat moss);
 - b) the fire pit height does not exceed six hundred (600) millimeters when measured from the surrounding grade to the top of the pit opening;
 - c) the pit opening does not exceed one and a half (1.5) meters in width or in diameter when measured between the widest points or outer edges;
 - d) is set upon or built into the bare ground or on a non-combustible material such as brick, stone or concrete;
 - e) is not located over any underground utilities or below overhead wires;

- f) the fire pit has enclosed sides made from brick, concrete blocks, heavy gauge metal, or other non-combustible material that is acceptable to the Fire Chief;
- g) a spark arrester mesh screen with openings no larger than one and a quarter (1.25) cm and constructed of expanded metal (or equivalent non-combustible material) is used to cover the Fire Pit opening in a manner sufficient to contain and reduce the hazards of airborne sparks; and
- h) is otherwise acceptable to the Fire Chief.

1.30 **"Fireplace"** means an outdoor receptacle that meets the following specifications:

- a) a minimum of one (1) meter clearance is maintained from any building, property line, or other combustible material when measured from the nearest fireplace edge;
- b) the fireplace is constructed of materials such as bricks or rocks that are heat and flame resistant;
- c) the fireplace is equipped with a chimney that is not less than two and a half (2.5) meters in height when measured from the base of the burning area;
- d) the fireplace chimney is equipped with a regulation screen designed to contain and reduce the hazards of airborne sparks;
- e) the base of the fire burning area is not less than three hundred (300) millimeters above the surrounding grade; and
- f) the fire chamber does not exceed one and a quarter (1.25) meters in width and is at least four hundred (400) millimeters, but not more than six hundred (600) millimeters in depth.

1.31 **"Fireworks"** means the pyrotechnics classified as fireworks pursuant to the *Explosives Act and its Regulations*, including Consumer Fireworks, Display Fireworks and special effect Pyrotechnics including firecrackers or other explosive devices.

1.32 **"Fireworks Permit"** means a permit, issued by the Fire Chief or their Designate, authorizing the sale, purchase, possession, handling, discharge, firing or setting off Fireworks in the Nation.

- 1.33 **"Incident"** means a fire, medical, vehicular, or other emergency presenting danger or possible danger to life, Property, or the environment, and to which Fire Services have responded.
- 1.34 **"Incident Commander"** means the Member on site at an Emergency who is responsible for Enoch Fire and Rescue Services emergency response service actions.
- 1.35 **"Incinerator"** means a device manufactured in compliance with the *Environmental Protection and Enhancement Act*, associated regulations and *Alberta's Code of Practice for Small Incinerators*, intended to destroy small quantities of easily combustible wastes.
- 1.36 **"Indian Act"** means *Indian Act* R.S.C., 1985, c. I-5, amended from time to time.
- 1.37 **"Light"** means to start, ignite, kindle, maintain or to do any other action that allows a Fire to progress or continue to burn.
- 1.38 **"Member"** means any person duly appointed as a member of the Enoch Fire and Rescue Services department or Enoch Protective Services department whether that member is full time, part time, paid or volunteer and includes members of a Fire Service or a Peace Officer dispatched to assist at the mitigation of an Emergency or any Persons asked or conscripted to assist with the mitigation of an Emergency.
- 1.39 **"Motor Vehicle"** means:
- a) a vehicle propelled by any power other than muscular power, or
 - b) a moped,
- but does not include a bicycle, a power bicycle, an aircraft, an implement of husbandry or a motor vehicle that runs only on rails.
- 1.40 **"Nation"** means Enoch Cree Nation, I.R. #135 and I.R. #135A, the lands set apart by His Majesty the King in right of Canada for the use and benefit of First Nations.
- 1.41 **"Nuisance Alarm"** means:
- a) More than one False Alarm on a parcel of land within a calendar year; or
 - b) A False Alarm from Alarm System where its *Alberta Fire Code* certification is more than ninety (90) days expired.
- 1.42 **"Occupant"** means any person other than the registered Owner who is in possession or control of the property including, but not restricted to, a lessee, licensee, tenant, or agent of the Owner.

1.43 **"Off-Highway Vehicle"** means any motorized mode of transportation built for cross-country travel on land, water, snow, ice or marsh or swamp land or on other natural terrain and, without limiting the generality of the foregoing, includes, when specifically designed for such travel:

- a) 4-wheel drive vehicles,
- b) low pressure tire vehicles,
- c) motorcycles and related 2-wheel vehicles,
- d) amphibious machines,
- e) all-terrain vehicles,
- f) miniature motor vehicles,
- g) snow vehicles,
- h) minibikes, and
- i) any other means of transportation that is propelled by any power other than muscular power or wind,

but does not include:

- j) motorboats, or
- k) any other vehicle exempted from being an off-highway vehicle by regulation.

1.44 **"Owner"** means any person, partnership, association, or corporation owning, possessing, having charge of, or care and control, over any property, any person in control of property under construction and who occupies the property under a lease, license or permit, including:

- a) the person registered on title with the Enoch Cree Nation Band including but not limited to a person with a Certificate of Possession, Certificate of Occupation, or who is assigned the land by way of Band Council Resolution; or
- b) in the case of a motor vehicle the registered owner of the vehicle.

- 1.45 **"Peace Officer"** means a person appointed as a Peace Officer for the Nation pursuant to section 7 of the *Peace Officer Act*, SA 2006 c. P-3.5 and as per the *Bylaw Enforcement Officer and Peace Officer Bylaw #2024-100-EOPO (Eagle Feather)*.
- 1.46 **"Person"** means any individual, firm, partnership, association, corporation, or society.
- 1.47 **"Prohibited Debris"** means any material that when burned will result in the release of dense smoke or toxic air contaminants to the atmosphere as outlined in any legislation or Bylaw written to protect and enhance the environment and includes but is not limited to materials described as:
- a) animal manure;
 - b) chemicals and chemical containers;
 - c) combustible material in automobiles;
 - d) household refuse;
 - e) non-wooden material;
 - f) paints and painting materials;
 - g) pathological waste;
 - h) rubber or plastic, or anything containing or coated with rubber or plastic or similar substances, except rubber or plastic attached to shredded scrap steel;
 - i) tires;
 - j) toxic substances;
 - k) used oil;
 - l) wood or wood products containing substances for the purpose of preserving wood; or
 - m) any other waste defined as Prohibited Debris under the *Environmental Protection and Enhancement Act*, R.S.A. 2000, c. E-12.
- 1.48 **"Property"** means any real or personal property which, without limiting the generality of the foregoing, includes land and structure.

- 1.49 **"Recreational Fire"** means a fire confined within an Acceptable Fire Pit, Acceptable Fireplace, or non-combustible container provided by the Nation within a designated public park which is lit for the purpose of cooking, obtaining warmth, or viewing for pleasure.
- 1.50 **"Reserve Lands"** means the Nation's Reserve lands as such term is defined in the *Indian Act*.
- 1.51 **"Running Fire"** means a Fire burning not under control.
- 1.52 **"Smudge Fire"** means a fire confined to a non-combustible structure or container or set in a confined area on land which is lit for the purpose of protecting livestock from insects or for preventing frost in an orchard, garden or cemetery.
- 1.53 **"Violation Tag"** means a Nation issued tag whereby the person alleged to have committed a breach of a provision of a Bylaw is given the opportunity to pay a voluntary penalty to the Nation in lieu of prosecution for an offence.
- 1.54 **"Violation Ticket"** means a violation ticket, pursuant to a Part 2 Provincial Court summons or a Part 3 offence notice, as defined in the *Provincial Offences Procedure Act*, R.S.A. 2000, c. P-34.

2. APPLICATION

- 2.1 This Bylaw applies on the Nation within the Reserve Lands.
- 2.2 Compliance with this Bylaw does not exempt any person from their obligations under other applicable federal or provincial laws, regulations, or Nation Bylaws.

Exercise of Discretion

- 2.3 While exercising discretion in the enforcement of this Bylaw, Bylaw Enforcement Officers, Peace Officers, Members, and the Fire Chief or their Designate are not liable of any outcomes that arise if they were acting in good faith.

3. PURPOSE OF ENOCH FIRE AND RESCUE SERVICES

- 3.1 Enoch Fire and Rescue Services is hereby established for the purpose of:
- a) preventing and extinguishing fires;
 - b) investigating the cause of fires;
 - c) preserving life, Property, and the environment, and protecting Persons and Property from injury or destruction by fire;
 - d) providing rescue services and medical first response;
 - e) carrying out pre-fire planning and fire inspections;

- f) enforcing provisions of the *Safety Codes Act*;
- g) preventing prairie or running fires and enforcing the provisions of this Bylaw;
- h) fulfilling the requirements of any mutual aid agreements with other municipalities;
- i) assisting with emergency management;
- j) providing public education and information regarding emergency preparedness and community safety;
- k) controlling and mitigating Incidents involving Dangerous Goods; and
- l) establishing policy and guidelines for wildfire risk reduction, suppression, and post-fire reclamation;

in accordance with the policies and guidelines established by Enoch Cree Nation, Enoch Fire and Rescue Services from time to time and all other applicable legislation.

3.2 The Enoch Fire and Rescue Services shall consist of the Fire Chief, Members, buildings, Apparatus, and Equipment as is deemed necessary by Chief and Council to safeguard the safety, health and welfare of people and to protect people, property and the environment at any level of service as may be directed by Chief and Council from time to time.

3.3 The Fire Chief may divide the Nation into sections with resources so located as deemed necessary for the control and prevention of Fires and other Emergencies.

4. JURISDICTION

4.1 The limits of the jurisdiction of Enoch Fire and Rescue Services, its Members, Equipment and Apparatus will extend to the area and boundaries of the Nation and no part of the aforementioned shall be used beyond the limits of the Nation without the express authorization of a written agreement for services conducted outside the Nation or upon the express written permission of the Fire Chief or designate.

5. FIRE CHIEF

5.1 Chief and Council shall appoint the Fire Chief.

5.2 The Fire Chief shall develop rules, regulations, policies and guidelines for the management and operation of Enoch Fire and Rescue Services.

5.3 The Fire Chief shall have control, direction, and management of any Enoch Fire and Rescue Services Apparatus, Equipment, or personnel assigned to an Emergency.

5.4 The Fire Chief may appoint other officers or Members of Enoch Fire and Rescue Services as deemed necessary.

6. POWERS AND DUTIES

- 6.1 The Fire Chief or an Incident Commander on site at an Emergency or Incident attended by the Enoch Fire and Rescue Services, is empowered to:
- a) cause a building, structure or thing to be pulled down, demolished or otherwise removed if deemed necessary to prevent the spread of Fire to other buildings, structures or things;
 - b) enter premises or property where the Emergency or Incident occurred or is occurring and to cause any Member, Apparatus or Equipment of Enoch Fire and Rescue Services to enter, as is deemed necessary, in order to combat, control, mitigate or investigate the Incident or Emergency;
 - c) establish boundaries or limits in relation to the site of an Emergency or Incident at their discretion and keep people from entering or remaining within the prescribed boundaries or limits unless those people are authorized to enter or remain by the Incident Commander;
 - d) at their discretion, call upon Peace Officers to enforce restrictions on persons entering or remaining within the boundaries or limits outlined in subsection 6.1(c) above or to assist in enforcing any other provision of this Bylaw;
 - e) enter, pass through or over buildings or property adjacent to an Emergency and to cause Members of Enoch Fire and Rescue Services and the Apparatus and Equipment of Enoch Fire and Rescue Services to enter or pass through or over the building or property, where they deem it necessary to gain access to the Emergency or to protect any Person or Property;
 - f) obtain assistance from other officials of the Nation as they deem necessary to discharge their duties and responsibilities under this Bylaw and such assistance shall be provided forthwith.
- 6.2 The Fire Chief, or an Incident Commander at an Emergency is empowered to commandeer privately owned Equipment and operators which they consider necessary to deal with the Emergency and to authorize payment for that Equipment and operators at rates not to exceed those established by guidelines as may be approved by Chief and Council from time to time.
- 6.3 The Fire Chief or the Incident Commander at an Emergency is empowered to compel any persons to assist at a Fire or Emergency.
- 6.4 The Fire Chief or the Incident Commander is empowered to access any available water supply as deemed necessary at a Fire or Emergency.

Fire Guardians

- 6.5 Fire Guardians shall be designated and appointed by Chief and Council and receive a Fire Guardian Appointment, as illustrated in “**Schedule C**” and forming part of this Bylaw, to carry out the duties of an Enoch Cree Nation Fire Guardian in accordance with this Bylaw.
- 6.6 Unless otherwise limited by the Fire Chief, Fire Guardians shall have the authority and power to:
- a) issue Fire Permits in accordance with this Bylaw and impose any conditions on the Permit that the Fire Guardian considers appropriate, in their sole discretion, given the nature of the fire and prevailing circumstances, location and environmental conditions;
 - b) suspend or cancel a Fire Permit at any time; and
 - 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.

Use of Flashing Lights

- 6.7 All Members of the Enoch Fire and Rescue Services may carry on or in a vehicle other than an emergency vehicle, a lamp that produces intermittent flashes of red light and may operate the lamp if the vehicle is proceeding to a fire or other emergency.
- 6.8 No Person other than a member of Enoch Fire and Rescue Services shall operate a lamp that produces intermittent flashes of red light on a vehicle other than an emergency vehicle, unless so authorized by another Law, Bylaw, or Regulation.
- 6.9 Nothing in this Bylaw shall be construed to permit a member of Enoch Fire and Rescue Services to operate a vehicle in contravention of the Traffic Safety Act, the regulations under that Act, any other provincial legislation of regulation, or any Bylaw of Enoch Cree Nation.

7. FIRE AND FIREWORKS PERMITS

- 7.1 A Fire Permit may be obtained from a Fire Guardian or Fire Chief or Designate in accordance with the requirements of this Bylaw.
- 7.2 A Fireworks Permit may be obtained from the Fire Chief or Designate in accordance with the requirements of this Bylaw.
- 7.3 The Fire Guardian or Fire Chief or Designate may, in their sole discretion, cancel or suspend Fire Permits or Firework Permits and may require the immediate extinguishment of all Fires for such a period as may be determined reasonable or necessary by the Fire Guardian or Fire Chief or Designate in their sole discretion.
- 7.4 A Fireworks Permit to discharge Consumer Fireworks within the Nation may be obtained from the Fire Chief or Designate. The Fire Chief or Designate may refuse issuance of this permit or issue a permit with or without conditions in their sole discretion.

- 7.5 A Fireworks Permit to discharge Display Fireworks within the Nation shall be obtained from the Fire Chief or Designate. The Fire Chief or Designate may refuse issuance of this permit or issue a permit with or without conditions in their sole discretion. An application for a Fireworks Permit shall be made by a Display Supervisor in writing to the Fire Chief at least fourteen (14) days before the intended date of the fireworks discharge or display.
- 7.6 A Fireworks Permit application for Display Fireworks shall include all the following information:
- a) the name, address and signature of the Person or Person's sponsoring the Fireworks display;
 - b) the name, certification number and signature of the Display Supervisor;
 - c) the name of the Person that is conducting the Fireworks display;
 - d) the date and time of the proposed display;
 - e) a detailed description of the proposed display;
 - f) the exact location planned for the Fireworks display including a diagram of the grounds on which it will be held, showing the point from where the Fireworks will be discharged, the location of the highway, railroad, overhead wires and obstructions, buildings and other structures, and the lines behind which the audience will be restrained;
 - g) written consent from the Owner of the Property on which the Fireworks display will be held;
 - h) written consent from the Property Owners in the immediate vicinity where the display will be held;
 - i) the manner and place of storage of all Fireworks prior to, during and after the display;
 - k) the name and address of the vendor or vendors that supplied the Fireworks used in the display;
 - l) proof of General Liability insurance with coverage of at least five million dollars (\$5,000,000.00) per occurrence in a form acceptable to the Fire Chief;
 - m) any other information requested by the Fire Chief or Designate.
- 7.7 A Fireworks Permit to sell, offer for sale, store for the purpose of sale of Fireworks, including Consumer Fireworks and Display Fireworks, shall be obtained from the Fire Chief or Designate.
- 7.8 No Person, Occupant or Owner shall discharge any Fireworks in such a manner as might create a danger or constitute a nuisance to any Person or Property, or to do or cause or allow any unsafe act or omission at the time and place for the discharging of any Fireworks.

7.9 No Person, Occupant or Owner shall discharge any Fireworks in or into any building, doorway, or automobile.

7.10 A permit issued pursuant to this Bylaw shall not be transferable.

8. GENERAL PROHIBITIONS

8.1 No Person, Occupant or Owner shall Light a Fire, or cause to Light a Fire or allow any Fire on land or discharge Fireworks or be in possession of a Fire or Fireworks without a Fire Permit or Fireworks Permit as required under this Bylaw.

8.2 No Person, Occupant, or Owner shall contravene the conditions of a Fire Permit or Fireworks Permit issued pursuant to this Bylaw.

8.3 No Person, Occupant or Owner shall give, provide, or sell Consumer Fireworks or Display Fireworks to any Person under the age of eighteen (18) years.

8.4 When a Fire is lit without a valid Fire Permit as required the Owner or Occupant of the Property or the Person having control of the Property shall:

- a) extinguish the Fire immediately; or
- b) if unable to extinguish the Fire immediately, report the Fire to the Enoch Fire and Rescue Services.

8.5 No Person, Occupant or Owner shall Light a Fire, directly or indirectly, without taking precautions to ensure that:

- a) the Fire does not become a Running Fire;
- b) the Fire is in the care and control of a competent Person over the age of eighteen (18) years;
- c) there is adequate equipment to extinguish and or contain the Fire at the site where the Fire is burning and is easily accessible.

8.6 No Person, Occupant or Owner shall Light a Fire contrary to a Fire Ban or Fire Restriction.

8.7 No Person, Occupant or Owner shall burn or allow the burning of Prohibited Debris.

8.8 No Person, Occupant or Owner shall make a false or misleading statement or provide false or misleading information when applying for a Fire Permit or Fireworks Permit.

8.9 No Person, Occupant or Owner shall allow any Fire to give off dense smoke that in the opinion of a Member may affect the health or safety of any Person.

8.10 A Person, Occupant or Owner shall immediately extinguish a Fire when directed to do so by a Member.

- 8.11 Any Person, Occupant or Owner who Lights a Fire or discharges Fireworks is responsible to ensure that it is conducted in a safe manner.
- 8.12 No Person, Occupant or Owner shall allow a Property to become an unsightly or a potentially unsafe condition and/or accumulate with any type of debris, that may pose a Fire Hazard or risk for a Fire Hazard, at the discretion of any Bylaw Enforcement Officer, Peace Officer, Member, Fire Chief or their Designate, conducting an inspection of the property.
- 8.13 No Person, Occupant or Owner shall drive a vehicle over a fire hose or any other equipment unless that Person has been so directed or authorized by a Member.
- 8.14 No Person, Occupant or Owner shall damage, tamper or interfere with any Apparatus or Equipment.
- 8.15 No Person, Occupant or Owner shall falsely represent themselves as a Member.
- 8.16 No Person, Occupant or Owner shall park in any area designated for a Member or fire department parking.
- 8.17 A Person, Occupant or Owner shall report to Enoch Fire and Rescue Services:
 - a) damage to property caused by Fire;
 - b) any accidental or unplanned release of Dangerous Goods, as defined in the *Dangerous Goods Transportation and Handling Act, 1992, S.C. 1992, c. 34*.
- 8.18 Upon receiving notice of the suspension or cancellation of a permit, all Persons or Occupants or Owners shall immediately extinguish any Fire set, or cease any activity as described in said permit.

False or Nuisance Alarms

- 8.19 No Person, Occupant or Owner shall cause or permit a Fire Alarm System to issue a False Alarm on property they own or occupy or place a false call for the Fire Service.
- 8.20 Notwithstanding subsection 8.19 above, a Person, Occupant or Owner will be charged for the violation when more than one False Alarm is received, and where the Fire Service attends the location, in one calendar year.
- 8.21 An Owner and/or Occupant of a property or Person involved in contravention of this Bylaw is guilty of an offence.

9. PERMITTED BURNING

- 9.1 A Fire Permit shall not be required under this Bylaw for:
 - a) burning in a Burning Barrel;
 - b) burning in a Fireplace;

- c) burning in campgrounds and parks where fireplaces, stoves and Fire Pits are provided by or approved by the Nation;
- d) burning in a small Incinerator for which a permit to construct and license to operate has been issued pursuant to the applicable legislation and acceptable to the Fire Chief at their own discretion;
- e) a Smudge Fire confined within a non-combustible receptacle that is set on land for the purpose of repelling insects or preventing frost in an orchard, garden or cemetery;
- f) a Recreational Fire;
- g) a Fire lit for religious or ceremonial purposes;
- h) burning by Enoch Fire and Rescue Services for the purpose of training its Members, reducing Fire hazard through controlled burning or by the Nation for the purpose of thawing ground;

provided that:

- i) only clean fuel is used such as natural gas, propane, dry wood, charcoal or other materials that are customarily required for a Smudge Fire;
- j) a means, acceptable to the Fire Chief, of controlling or extinguishing the fire is available on the Property and within reasonable distance from the Fire;
- k) the Fire is kept under control and supervised at all times by a responsible Person eighteen (18) years of age or older until such time that the Fire has been completely extinguished; and
- l) flame height does not exceed one (1) meter above the structure or container.

10. FIRE BANS AND FIRE BAN ORDERS

10.1 When deemed necessary, the Fire Chief, in their sole discretion, may issue a Fire Ban Order, which may:

- a) suspend or cancel all Fire Permits or Fireworks Permits;
- b) prohibit or ban the setting or require the extinguishing of any Fire;
- c) prohibit the starting or maintaining of any oilfield open pit flaring Fire or attach precautionary requirements and conditions to such flaring Fires;
- d) prohibit the operation of Off-Highway Vehicles.

Anyone contravening a Fire Ban Order issued pursuant to this Bylaw is guilty of an offence.

- 10.2 Notice of a Fire Ban Order made pursuant to this Bylaw shall be provided to the public. Notice may be in the form of signage, through a public service message on the local radio stations, social media, or by any other means which the Fire Chief or Designate determines is appropriate for the purpose of informing the public of the Fire Ban.
- 10.3 The Owner and/or Occupant of a Property is responsible for all costs incurred in extinguishing or fighting a Fire on the property during a Fire Ban.
- 10.4 During a Fire Ban a Person or Occupant or Owner may, subject to the requirements of this Bylaw, and unless the notice of the Fire Ban provides otherwise, use a barbeque that burns propane, natural gas, or wood pellets, provided that the barbeque is used for the purpose of cooking or obtaining warmth and is used on private Property or in a public area that has been approved by the Nation for the use of such barbecues.

11. FIRE RESTRICTIONS

- 11.1 The Fire Chief or Designate may, from time to time, prohibit the issuance of any new Fire Permits or Fireworks Permits and suspend all active Fire Permits and Fireworks Permits when, in the opinion of the Fire Chief or Designate, the prevailing environmental conditions give rise to an increased risk of a Fire running out of control.
- 11.2 A Fire Restriction imposed pursuant to subsection 11.1 shall remain in force until either the date provided in the notice of the Fire Restriction or until such time as the Fire Chief or Designate provides notice to the public that the Fire Restriction is no longer in effect.
- 11.3 Notice of a Fire Restriction shall be provided to the public. Notice may be in the form of signage, through a public service message on the local radio stations, social media, or by any other means which the Fire Chief or Designate determines is appropriate for the purpose of informing the public of the Fire Restriction.
- 11.4 When a Fire Restriction is in place:
 - a) no Fire Guardian shall issue a Fire Permit;
 - b) the Fire Chief or Designate shall not issue any Fire or Fireworks Permits;
 from the date of issuance of the Fire Restriction.
- 11.5 When a Fire Restriction is in place, no Person or Occupant or Owner shall:
 - a) ignite any fire unless the fire is exempt from requiring a permit; or
 - b) sell, purchase, handle, discharge, fire or set off Fireworks within the Nation.

Anyone contravening a Fire Restriction issued pursuant to this Bylaw is guilty of an offence.

- 11.6 The Person and Owner and/or Occupant of a Property is responsible for all costs incurred in extinguishing or fighting a Fire on the Property during a Fire Restriction.

12. FIRE SERVICES CHARGES

12.1 Upon Fire Services providing Fire Protection on any parcel of land, the Nation may, in its sole and absolute discretion, charge Fire Services Charges to any or all the following Persons:

- a) the Person or Persons causing or contributing to the fire;
- b) the Occupant of the parcel of land on which Fire Protection was provided;
- c) the Owner of the parcel of land on which Fire Protection was provided;
- d) the Person with control over the parcel of land on which Fire Protection was provided, which may include, without restriction, a Property manager; and
- e) the Person or Persons who requested Fire Protection;

and all Persons charged are jointly and severally liable for payment of the Fire Services Charges to the Nation.

12.2 Fire Services Charges shall be paid within 30 days of receipt of an invoice.

12.3 Collection of unpaid Fire Services Charges may be recovered through a civil action in a Court of competent jurisdiction, and any civil action does not invalidate any lien which the Nation is entitled to on the parcel of land in respect of which indebtedness is incurred. For greater certainty, the issuance of a charge pursuant to s. 12.1 shall create a civil cause of action in favor of the Nation against the Person(s) charged.

12.4 A Person who has damaged or destroyed any Apparatus, Equipment or Fire Services Property shall, in addition to any penalty imposed to in this Bylaw, be liable for, and pay upon demand, all costs incurred by the Nation to repair or replace the Apparatus, Equipment or Fire Services Property in question.

13. FIRE AND RESCUE SERVICES BUILDING ACCESS AND LOCK BOXES

13.1 A building that incorporates the fire protection equipment, elevator control, or door access outlined in subsection 13.2 shall provide a key box constructed, keyed, and located in a manner acceptable to Fire and Rescue Services containing a set or sets of keys or devices required to be used in an emergency.

13.2 A fire department key box shall be installed and Enoch Fire and Rescue Services provided with keys and devices in conformance with subsection 13.1 in a building equipped with:

- a) Any fire alarm or sprinkler system which transmits a signal to the Fire Service, except those located within single family residential dwellings;
- b) A fire alarm system whose control features, including those for emergency voice communication systems, are located behind a locked panel;
- c) A fire alarm system in which manually operated devices require a key or device in order to be reset;

- d) A fire alarm system in which the electrical circuit breaker is located within a locked panel or room;
- e) An automatic sprinkler system in which the main control valve is locked in the open position;
- f) An automatic sprinkler system in which the main control valve is located within a locked room or enclosure;
- g) Firefighting standpipe and water supply connections in a locked room or area;
- h) A key-operated elevator control feature that will permit exclusive use of elevators by firefighting personnel only;
- i) A key-operated elevator control feature that will switch selected elevators to operate on emergency power;
- j) Stairway doors that have been locked on the stairway side in conformance with the *National Building Code (Alberta Edition)*; or
- k) Locked access doors to a roof provided for firefighting purposes.

13.3 Keys or devices provided in conformance with subsection 13.1 shall be affixed to a key ring or rings and identified with tags indicating their function.

13.4 The key box shall be installed on the exterior wall of the building in proximity to the principal entrance.

14. ENFORCEMENT

14.1 A Member is hereby authorized to enforce any provision of this Bylaw, and in the event of an Emergency may enter onto premises or property and may make such inquiries or demands as may be necessary for those purposes.

Offence

14.2 Any Person who contravenes this Bylaw is guilty of an offence.

Continuing Offence

14.3 In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which it continues and a Person guilty of such an offence is liable to a fine in an amount not less than that established in this Bylaw for each such day.

Owner Liable

14.4 In this section "Owner" includes:

- a) any Person registered as an owner at the motor vehicle registry,

- b) if a vehicle is involved in an offence under this Bylaw, the Owner of that vehicle is guilty of that offence,
- c) this section does not apply if the Owner of the vehicle satisfies the Court that, at the time that the vehicle was involved in the offence:
 - i) the Owner of the vehicle was not driving or did not park the vehicle, and
 - ii) no other Person was driving or parked the vehicle with the Owner's expressed or implied consent.
- d) An Owner who is guilty of an offence by operation of this section is not liable to imprisonment in respect of that offence or in respect of a default of a fine imposed in respect of that offence.

Vicarious Liability

- 14.5 For the purposes of this Bylaw, an act or omission by an employee or agent of a Person is deemed also to be an act or omission of the Person if the act or omission occurred during the employee's employment with the Person, or during the agent exercising the powers of or performing duties on behalf of the Person under their agency relationship.

Corporations and Partnerships

- 14.6 When a corporation commits an offence under this Bylaw, every principal, officer, director, manager, employee, or agent of the corporation that authorized the act or omission that constitutes the offence, or assented to or acquiesced or participated in the act or omission that constitutes the offence, is guilty of the offence of the corporation whether the corporation has been prosecuted for the offence or not.
- 14.7 If a partner in a partnership is guilty of an offence under this Bylaw, each partner in that partnership who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence.

Fines and Penalties

- 14.8 A Person who is guilty of an offence is liable to a fine in an amount not less than that established in "**Schedule A**" attached to and forming part of this Bylaw, or to imprisonment for a term not exceeding thirty (30) days, or to both fine and imprisonment.
- a) A Person who is guilty of an offence may be referred to an alternative measures program such as mandatory attendance to a sharing circle or another program the Restorative Justice department deems necessary, including but not limited to, counseling or other treatment programs, in lieu of a fine.

Violation Tags and Violation Tickets

14.9 Any Peace Officer who has reasonable and probable grounds to believe that any Person has contravened any provision of this Bylaw, may issue, and serve:

- a) a Violation Tag allowing payment of the specified penalty to the Nation; or
- b) a Violation Ticket allowing payment according to the provisions of the *Provincial Offences Procedures Act, R.S.A 2000 c. P-24*.

14.10 Service of a Violation Tag or Violation Ticket will be sufficient if it is:

- a) personally served,
- b) served by regular mail to the Person or registered owner of the vehicle's last known mailing address,
- c) attached to or left upon the vehicle in respect of which the offence is alleged to have been committed: or
 - i) notwithstanding subsection 14.10(c) above, a Violation Ticket may not be attached to or left upon a vehicle and must be served in accordance with the *Provincial Offences Procedures Act, R.S.A. 2000 c. P-24*.
- d) left for the Person charged at their place of residence with an occupant thereof who appears to be at least eighteen (18) years of age or older.

14.11 If a Violation Ticket is issued in respect to an offence, the Violation Ticket may:

- a) specify the fine amount established by this Bylaw for the offence; or
- b) require a person to appear in Court without the alternative of making a voluntary payment.

14.12 A Person who commits an offence may:

- a) if a Violation Tag is issued in respect of an offence; and
- b) if the Violation Tag specifies the fine amount established by this Bylaw for the offence; may
 - i) in lieu of being prosecuted for the offence, pay the Nation the penalty specified on the Violation Tag,
- c) if a Violation Ticket is issued in respect of an offence; and
- d) if the Violation Ticket specifies the fine amount established by this Bylaw for the offence; may
 - i) make a voluntary payment equal to the specified fine as instructed in the Violation Ticket.

Obstruction

- 14.13 A Person shall not obstruct or hinder any Bylaw Enforcement Officer, Member, Peace Officer, Fire Chief, or Designate, or Person in the execution or performance of their duties pursuant to this Bylaw.

Compliance Orders

- 14.14 If a Bylaw Enforcement Officer or Peace Officer believes on reasonable grounds that a Person is contravening any provision of this Bylaw, they may by written order, require any Person responsible for the contravention to remedy it.

- 14.15 The order may:

- a) direct a Person to stop doing something or to change the way the Person is doing it,
- b) direct a Person to take any actions or measures necessary to remedy the contravention of the Bylaw and, if necessary, to prevent a re-occurrence of the contravention,
- c) state a time within which the Person must comply with the directions,
- d) state that if the Person does not comply with the directions, within a specified time, the Nation will take the action or measure at the Owners expense.

- 14.16 A Person named in and served with an order issued pursuant to this Bylaw shall comply with any action or measure required to be taken within the time specified.

- 14.17 An order issued pursuant to this section may be served:

- a) by serving it personally to the individual,
- b) by posting it on the property,
- c) by leaving it for the individual at their apparent place of residence with someone who appears to be eighteen (18) years of age or older; or,
- d) by regular mail addressed to the individual at their apparent place of residence or at any address for the individual on the Enoch Cree Nation Band Membership list or at the Land Titles registry; and,
- e) In the case of a corporation:
 - i) by delivering it personally to any director or officer of the corporation,
 - ii) by delivering it personally to a Person apparently in charge of an office of the corporation at an address held out by the corporation to be its address; or,

- iii) by regular mail or registered mail addressed to the registered office of the corporation.

Removal of Vehicles

14.18 Any Peace Officer is hereby authorized to remove or cause to be removed any vehicle:

- a) parked in contravention of any provision of this Bylaw,
- b) parked where the vehicle is impeding or obstructing the passage of any emergency vehicle; or
- c) where emergency conditions may require such removal of the vehicle from a highway.

14.19 Any vehicle removed under this section shall remain impounded by the towing firm until claimed by the Owner.

14.20 No impounded vehicle shall be released to its Owner until all impounding charges have been paid to the towing firm; these charges shall be in addition to any fine or penalty imposed in respect of any said violation.

Entry onto Private or Public Properties

14.21 A Bylaw Enforcement Officer, or Member, may enter upon any property within the Nation to conduct inspections to ascertain compliance with the provisions of this Bylaw.

Certified Copy of Records

14.22 A copy of a record of the Nation, certified by the Chief Administrations Officer, or Designate, as a true copy of the original, shall be admitted in evidence as *prima facie* proof of the facts stated in the record without proof of the appointment or signature of the person signing it.

Permits

14.23 A Person to whom a permit has been issued pursuant to this Bylaw, and any Person carrying out an activity otherwise regulated, restricted, or prohibited by this Bylaw pursuant to such permit, shall comply with any terms or conditions forming part of the permit.

14.24 If any term or condition of a permit issued pursuant to this Bylaw is contravened or if a false or misleading statement or false or misleading information was provided to obtain the permit, the Bylaw Enforcement Officer, Member, Fire Chief, or Designate may immediately cancel the permit and the permit becomes null and void.

14.25 All permits shall be kept at the site of any Fire or Fireworks.

14.26 A Person shall immediately produce any permit issued pursuant to this Bylaw when requested to do so by a Bylaw Enforcement Officer, Member, Fire Chief, or Designate.

Proof of Permits

- 14.27 The onus of proving a permit or permit approval has been issued in relation to any activity otherwise regulated, restricted, or prohibited by this Bylaw is on the Person alleging the existence of such a permit.

Indemnity

- 14.28 A Member acting in good faith and without malice in the discharge of their duties under this Bylaw, shall not be liable for any damages that may occur to persons or property as a result of any act required or authorized by this Bylaw.
- 14.29 In the event that a legal proceeding is brought against a Member that was acting in good faith and to which the limitation of liability in s. 14.28 applies, the Nation shall indemnify and hold harmless that Member against any suit, action or claim, commenced against that Member.

15. FEES AND COSTS

- 15.1 The Fire Chief may establish fees based on a cost recovery basis for all consumable materials used and services rendered by Enoch Fire and Rescue Services.
- 15.2 Fees set out in “**Schedule B**”, attached to and forming part of this Bylaw, and may be amended from time to time, shall be subject to interest rates as may be established by the Nation from time-to-time respecting outstanding accounts. Where no interest rates have been established by the Nation, then the rates will be determined in accordance with the *Judgement Interest Regulation, AR215/2011*.
- 15.3 Outstanding fees shall become a debt due and owing the Nation.
- 15.4 Where a Person causes or contributes to a Fire to which Enoch Fire and Rescue Services respond to, that Person is responsible for all direct and indirect costs incurred the Nation in extinguishing that Fire. The Owner of a parcel of land shall be liable for expenses and costs related to the Nation extinguishing fires on the parcel of land.
- 15.5 Where a Person:
- a) fails to obtain a permit as required under this Bylaw prior to setting or causing a Person to set a Fire; or
 - b) obtains a permit as provided for in this Bylaw but fails to follow the provisions of the Bylaw and those conditions outlined on the permit; or
 - c) fails to extinguish a Fire when required to do so upon the demand of a Member, Bylaw Enforcement Officer, Peace Officer, the Fire Chief or their Designate; and

by

- d) Enoch Fire and Rescue Services extinguish the Fire, or the Fire grows beyond the control of the Person and an Incident or Emergency to which Enoch Fire and Rescue Services response occurs,

then such Person shall be liable to pay all direct and indirect costs incurred by Enoch Fire and Rescue Services in extinguishing the Fire.

- 15.6 The cost for Enoch Fire and Rescue Services rendered shall be determined by the Fire Chief and the Fire Chief shall give written notice of these costs and their liability to pay them to the Person that the Fire Chief determines shall be liable. If an affected Person disagrees with any action taken by the Fire Chief pursuant to section 15, they shall have a right to appeal to the Nation's Sanctioning Body.
- 15.7 Any appeals filed in accordance with section 15.6 shall be made within thirty (30) days from the date of mailing of the notice. The Sanctioning Body shall have full discretion to determine the procedures for hearing the appeal and may hear the appeal by written submissions only.
- 15.8 The decision of the Sanctioning Body on any such appeal shall be final and binding and may not be appealed to any Court or Tribunal.

16. SEVERABILITY AND EFFECTIVE DATE


- 16.1 If any provision of this Bylaw or any parts thereof are found by a court of competent jurisdiction to be illegal or beyond the power of Chief and Council to enact, such provision or parts thereof shall be deemed to be severable and all other provisions or parts of this Bylaw shall be deemed to be separate and independent there from and to be enacted as such.
- 16.2 This Bylaw shall come into force and effect upon the adoption by the Chief and Council and the publishing of the Bylaw in the First Nations Gazette, pursuant to the requirements of the *Indian Act*, as amended from time to time.

17. AMENDMENT


- 17.1 This Bylaw may be amended by Administration without a motion consensus or Band Council Resolution. Amendments may include, but are not limited to, the inclusion of a Preamble specific to the needs of Enoch Cree Nation, translating the Bylaw into the Cree language, updating any Schedule with respect to fees, fines and formatting the Bylaw without changing any context of the Bylaw.
- 17.2 Any amendments will come into force on the date of publishing of the amendment in the First Nations Gazette, pursuant to the requirements of the *Indian Act Amendment and Replacement Act, SC 2014, c. 38*, as amended from time to time.

18. EFFECTIVE DATE

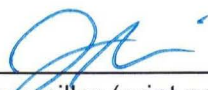
This Bylaw is hereby passed at a duly convened meeting of the Council of the Enoch Cree Nation this 11th day of December, 20 25.



Chief (Print name under signature)
Cody Thomas


Councillor (print name under signature)
Jerome B. Morin


Councillor (print name under signature)
Amberly Morin


Councillor (print name under signature)
Scarlett Cardinal-Papin



Councillor (print name under signature)
Jonathan Morin,


Councillor (print name under signature)
Wesley Stamp

Councillor (print name under signature)


Councillor (print name under signature)
Kyle Pearce

Councillor (print name under signature)


Councillor (print name under signature)
Jared Morin

Councillor (print name under signature)

Fire Bylaw "Schedule A" - Specified Penalties			
		1st	2nd & Sub.
Section	Description of Offence	Offence	Offences
Fire & Fireworks Permits			
S.7.1	Light/Possess a Fire w/o Authorization/Permit	\$1,000	Court
S.7.2	Unuauthorized Use/Possession of Fireworks w/o Permit	\$1,000	Court
S.7.3	Fail to Extinguish Fire/Cease Setting Off Fireworks Upon Request	\$1,000	Court
S.7.4	Unauthorized Use/Possession of Consumer Fireworks	\$1,000	Court
S.7.5	Unauthorized Use/Possession of Display Fireworks/Display Supervisor Fail to Obtain Permit	\$1,000	Court
S.7.6	Fail to Complete Application Form for Display Fireworks Permit	\$500	\$1,000
S.7.7	Sell/Offer for Sale/Store/Possess Fireworks w/o Permit	\$1,000	Court
S.7.8	Discharge Fireworks in Dangerous/Unsafe Manner	\$1,000	Court
S.7.9	Discharge Fireworks into Building/Doorway/Automobile	\$1,000	Court
General Prohibitions			
S.8.1	Light/Cause to Light/Allow/Possess a Fire/Fireworks w/o Permit	\$1,000	Court
S.8.3	Give/Provide/Sell Fireworks to Person <18 yrs of Age	\$1,000	Court
S.8.4	Fail to Extinguish Fire/Report Fire to Fire Department Immediately	\$1,000	Court
S.8.5(a)	Fail to Take Precautions to Ensure Fire Does Not Become a Running Fire	\$1,000	Court
S.8.5(b)	Fire is Not in Care/Control of Competent Person 18 yrs or Older	\$1,000	Court
S.8.5(c)	No Adequate Extinguishing Equipment at the Fire Site/Easily Accessible	\$750	\$1,000
S.8.6	Light a Fire Contrary to Fire Ban/Fire Restriction	\$1,000	Court
S.8.7	Burn/Allow to Burn Prohibited Debris	\$1,000	Court
S.8.8	Make/Provide False/Misleading Information/Statement When Applying for Permit	\$1,000	Court
S.8.9	Allow Fire to Give Off Dense Smoke that May Affect the Health of any Person	\$750	\$1,000
S.8.10	Fail to Immediately Extinguish a Fire when Directed to Do So	\$1,000	Court
S.8.11	Fail to Light a Fire/Discharge Fireworks in a Safe Manner	\$1,000	Court
S.8.12	Allow Property to Become Unsafe/Unsightly/Accumulate Debris/ A Fire Risk/Hazard	\$750	\$1,000
S.8.13	Drive/Allow a Person to Drive Over a Fire Hose/Other Equipment	\$1,000	Court
S.8.14	Damage/Tamper with/Interfere with any Apparatus/Equipment	\$1,000	Court
S.8.15	Falsely Represent Themselves as a Member	\$1,000	Court
S.8.16	Park in Fire Department/Member Parking Zone	\$250	\$500
S.8.17(a)	Fail to Report Damage to Property Caused by a Fire	\$500	\$1,000
S.8.17(b)	Fail to Report Release/Accidental Release of Dangerous Goods	\$500	\$1,000
S.8.18	Fail to Cease All Activities to Fire/Fire Permit when Permit Cancelled/Fail to Extinguish Fire	\$1,000	Court
S.8.19	Allow/Permit/False Alarm/Place False Alarm Call for Emergency Services	\$1,000	Court
Fire Bans			
S.10.1	Contravene Fire Ban Order	\$1,000	Court
Fire Restrictions			
S.11.5	Contravene Fire Restriction	\$1,000	Court
Enforcement			
S.14.13	Obstruct/Hinder Peace Officer/Fire Chief/Bylaw Officer/ Other Person Performing Their Duties	\$1,000	Court
S.14.16	Fail to Comply with a Compliance Order	\$500	\$1,000
S.14.23	Contravene Permit Terms/Conditions as Specified	\$250	\$500
S.14.25	Fail to Keep Permit Available at Fire/Fireworks Site	\$250	\$500
S.14.26	Fail to Produce Permit Upon Request	\$250	\$500

Schedule "B"

FEES AND COSTS

	\$/hour
Engine / Aerial	720.00
Tanker	720.00
Rescue	720.00
Rapid Wildland Truck	210.00
Utility Truck / Command Truck	210.00
Materials, supplies, equipment, and additional personnel	Cost Recovery
Note: Apparatus rate includes personnel assigned to that vehicle	



Schedule "C"

FIRE GUARDIAN APPOINTMENT

Pursuant to Section 81(1) of the Indian Act, R.S.C., 1985, c. I-5, and Enoch Cree Nation's Fire Bylaw #_____

Dually enacted, Enoch Cree Nation Council hereby appoints:

Name of Individual

As a FIRE GUARDIAN

As detailed below

The person appointed under this document has the authority, while employed by ENOCH CREE NATION, and while acting within the scope of their employment, to conduct the duties of a Fire Guardian as specified in the Enoch Cree Nation Fire Bylaw.

This appointment expires upon termination of employment with ENOCH CREE NATION.

The Fire Guardian shall, always, abide by the Policies, Procedures and the Fire Bylaw, as amended from time to time, issued by ENOCH CREE NATION.

DATED at ENOCH, in the Province of Alberta, this _____ day of _____, _____.

Tribal Administrator
Chief Operating Officer

Chief

