

**DISTRICT OF ELKFORD
BYLAW NO. 687**

A Bylaw to Regulate Fire Protection and Life Safety

The Council of the District of Elkford in open meeting assembled enacts as follows:

1. Citation

- 1.1 This Bylaw may be cited as the “District of Elkford Fire Protection and Life Safety Bylaw No. 687, 2008”.

2. Definitions

- 2.1 For the purposes of this Bylaw, the following definitions shall apply:

Access Route means private road, driveway, lane or portion of a yard, which has been provided for access by fire department equipment in accordance with the *British Columbia Fire Code* or this bylaw.

Alarm means the giving, signalling or transmission to any public fire hall or fire dispatch or company or to any officer or employee thereof, whether by telephone, spoken word or otherwise, of information to the effect that a fire or emergency situation exists at or near the place indicated by the person giving, signalling, or transmitting such information.

Apparatus means any vehicle provided with machinery, devices, equipment, or materials for fire suppression and **assistance response** as well as vehicles used to transport fire fighters or supplies.

Assistance response means rescue operations, mutual aid to other fire departments or public authorities under agreement, initial response to hazardous material emergencies and other public service in response to an emergency.

Building means any structure used or intended for supporting or sheltering any use or occupancy.

Combustible Liquid means any liquid having a flash point at or above 37.8 degrees Celsius and below 93.3 degrees Celsius.

Construction Waste means any waste or refuse created through construction, repair, or demolition of a **building**.

Cost Recovery means the method the **District** may utilize to recover any costs, and expenses incurred while undertaking any measures pursuant to this bylaw.

Council means the Municipal Council of the **District** of Elkford.

Dangerous Goods means any element or combination of elements including an organism, which, because of toxic or other inherent characteristics, may constitute a hazard to life, safety, health or the natural environment including a fire hazard and, without limitation include:

- (a) liquid chlorine, liquefied petroleum gas, liquefied natural gas, or other flammable or **combustible liquids**;
- (b) explosives;
- (c) gases, including compressed gases or dissolved gases under pressure;
- (d) flammable solids, including substances liable to spontaneous combustion or substances that on contact with water emit flammable gases;
- (e) oxidizing substances, including organic peroxides, chlorides, chlorates or nitrates;
- (f) poisonous or infectious substances;
- (g) radioactive materials; and
- (h) corrosives.

Director means the Director, Fire Protection and Emergency Service as appointed by the Chief Administrative Officer to be in charge of the **Fire Rescue Service**, and includes any other person authorized to act on behalf of the **Director**.

District means the District of Elkford.

Equipment means any tools, contrivances, devices or materials used by the **Fire Rescue Service** to combat an **incident** or other emergency.

Fire means any combustion occurrence and its effect of smoke, flame, light and heat and without limiting the generality of the foregoing, any combustion involving the actual burning of wood and other wastes which results in their destruction or absorption.

Fire Code means the *British Columbia Fire Code 2006* enacted by *B.C. Regulation 285/98 under the Fire Services Act*, as amended or replaced from time to time.

Fire Permit means a **District** Fire Permit.

Fire Inspector means every **member** of the **Fire Rescue Service** whose duties include **fire prevention**, fire suppression, and emergency response, and who is authorized in writing by the **Director** to carry out fire inspections in the **District**.

Fire Prevention means that part of **fire protection** activities to help prevent loss of life and property due to **fire**.

Fire Protection means all aspects of fire safety, including but not limited to **fire prevention**, fire fighting, or suppression, pre-fire planning, fire investigation, public education, and information, training or other staff development and advertising.

Fire Rescue Service means the Elkford Fire Rescue Service of the **District**.

Incident means a **fire**, explosion, situation where a **fire** or explosion is likely, a **dangerous goods** leak or spill or any other situation that presents a danger or possible danger to life, safety, health, the natural environment or property and to which the **Fire Rescue Service** has responded.

Incident Commander means any **member** of the **Fire Rescue Service** who may be in charge of an **incident**.

Member means any person that is an employee or paid on call member of the **Fire Rescue Service**.

Non-Standard Events means any event, which is beyond the normal emergency response for the **Fire Rescue Service**, including but not limited to;

- (a) security following an **incident**, while waiting for insurance adjusters to attend for purposes of investigation;
- (b) security following containment of a natural gas distribution line break, caused by a contractor or property owner, while waiting arrival of natural gas agency to repair the break.

Noxious Material includes tires, plastics, rubber products, drywall, demolition or **construction waste**, paint, special waste, animal organic waste, vegetable waste, food waste, biomedical waste, tar, asphalt products, battery boxes, and waste petroleum products and any other product that produces heavy black smoke, noxious odours or toxic residue when burned.

Occupant means and shall include the registered owner and any lessee, tenant, and licensee of any **building**.

Outdoor Fire means every **fire** that burns in the open air and is not completely enclosed.

Permittee means and includes persons, associations, corporations, partnerships or companies, whether acting by themselves or by a servant, agent or employee.

RCMP means a member of the Royal Canadian Mounted Police.

Security Alarm System means a device or devices installed on or in real property and designed to warn of criminal activity or unauthorized entry by activating an audible **alarm** signal or alerting a monitoring facility.

Service Area includes the **District**, and all those areas outside the boundaries of the **District** that are the subject of an agreement to provide **fire protection** services.

All other words and phrases shall be construed in accordance with the meaning assigned to them by the current "*B.C. Building Code*", "*Fire Services Act*" or "*B.C. Fire Code*" as the context and circumstances require.

2.2 Adoption of British Columbia Fire Code

The *British Columbia Fire Code*, as amended from time to time, is hereby adopted and forms part of this bylaw and shall be applicable within the District.

3. Fire Rescue Service Operations

3.1 The Elkford Fire Department is continued and will now be known as the **Elkford Fire Rescue Service** to provide those services set out herein. The head of the **Fire Rescue Service** shall be the **Director**.

3.2 Responsibilities

The **Fire Rescue Services** shall be responsible for:

- (a) All aspects of **fire protection** including but not limited to:
 - i the suppression of all types of **fires**,
 - ii **fire prevention** inspections,
 - iii **fire** cause determination and investigation,
 - iv **fire** and life safety education,
 - v general **fire prevention** activities, and
 - vi pre-fire planning.
- (b) The delivery of medical assistance as first medical responders.
- (c) The rescue of persons from potentially dangerous situations in which the **members** have been trained.
- (d) The mitigation of vehicles damaged and patients injured in motor vehicle accidents, both within the **District, service area** and the Regional District of East Kootenay when called upon.
- (e) The identification of **dangerous goods** and taking the appropriate actions based on the product and to a National Fire Protection Association "Awareness" Level.

3.3 Management and Control

The **Director** shall be responsible for the management control and supervision of the **Fire Rescue Service**.

3.4 Limits of Jurisdiction

The limits of the jurisdiction of the **Fire Rescue Service** shall be within the **service area**. No **apparatus** of the **Fire Rescue Service** shall be used outside the **service area** without a written agreement to provide **fire protection** services, or in the event the **Fire Rescue Service** is called upon by the **RCMP** or *British Columbia Ambulance Service* to attend at a motor vehicle accident or life threatening **incident** beyond the **service area**, under the auspices of the *Provincial Emergency Program*.

3.5 Policies and Operational Guidelines

The **Director** may make policies and operational guidelines for the proper and efficient administration and operation of the **Fire Rescue Service**, and may vary, alter, or repeal such policies and operational guidelines as deemed fit or necessary.

3.6 Right to Enter

- (a) The **Incident Commander** is empowered to enter **building** or property where the **incident** occurred or any neighbouring **building** or property and to cause any **member, apparatus, or equipment** to enter, as deemed necessary, in order to combat, control or deal with the **incident**.
- (b) The **Incident Commander** is empowered to enter, pass through, or over **buildings** or property adjacent to any **incident** and cause **members** of the **Fire Rescue Service** to enter or pass through or over **buildings** or property, where he deems it necessary to gain access to the **incident** or to protect any person or property.

3.7 Fire Protection File Searches

There will be a fee charged to any person seeking a file search on occupancies, outstanding **fire code** violations or infractions or other related information, in accordance with Schedule "A", **Cost Recovery**.

3.8 Contamination and Replacement of Equipment

The **Director** shall charge an **occupant** of a **building** or property for the replacement or repair of **Fire Rescue Service equipment** where, as a result of an **incident** at or near their **building** or property, such **equipment** has been damaged or contaminated by a hazardous substance or **dangerous goods** and will require decontamination repair or replacement. The fee is payable as specified in Schedule "A" **Cost Recovery**. Failure of the owner to pay the fee charged by December 31st of the year in which the fees were imposed, the fees shall be added to and form part of the taxes payable on the property as taxes in arrears.

3.9 Demolition of Buildings

The **Incident Commander** shall have the authority to cause the demolition of any **building** or part of a **building** which, in that **member's** judgment, should be demolished in order to prevent the spread of **fire** and further damage to property or injury to persons and possible loss of life.

3.10 Prevention, Control and Enforcement

The **Fire Rescue Service** may take all necessary measures for the prevention, control, and extinguishment of **fires** and for the protection of life and property. The **Director** and any **member** may enforce the **Fire Code** and any applicable municipal bylaws and regulations for the prevention and suppression of **fires**.

3.11 Commandeering of Equipment

- (a) The **Incident Commander** is empowered to commandeer privately or publicly owned equipment, which is necessary to deal with an **incident**.
- (b) The owner of the property shall be responsible to pay the fees associated with the commandeering of equipment considered necessary to deal with the **incident**.
- (c) If the owner of the property that is being responded to fails to pay the fees by December 31st of the year in which the fees were imposed, the fees shall be added to and form part of the taxes payable on the property as property taxes in arrears.

3.12 Fire Investigation Fee

For every **incident** where damage is in excess of \$5,000 and for which the **Director** must complete a fire investigation and fire investigation report in accordance with the *Fire Services Act*, a fee will be charged to the owner of the structure where the damage occurred. This fee is payable as specified in Schedule "A" **Cost Recovery**. Failure of the owner to pay the fee charged by December 31st of the year in which the fees were imposed, the fees shall be added to and form part of the taxes payable on the property as taxes in arrears.

4. Conduct of Person

4.1 Hindrance

No person shall impede or hinder in any way the execution of the duties of a **member**, or any other person under the direction of an **Incident Commander** and, without limiting generality of the foregoing, no person shall refuse to permit any **member** to enter into or upon any **building** or property from which an **alarm** has been received or in or upon which the **member** has reasonable grounds to believe that an **incident** has occurred or may occur.

4.2 Prohibition of Entry

No person except those duly authorized by the **Director** or the **Incident Commander** shall enter, remain or loiter within **buildings**, streets or lanes, alleys or property threatened by an **incident** or enter any area designated by ropes, guards or tape erected by or under the direction of an **RCMP** or a **member**, or shall refuse to move from such designated area when directed to do so by an **RCMP** or **member**.

4.3 Traffic Control

All persons at or near an **incident** shall obey all traffic control directions given by an **RCMP** or **Incident Commander**.

4.4 False Representation

No person shall falsely represent himself as a **member** or wear or display any **Fire Rescue Service** badge, cap, button, insignia, license plate or paraphernalia for the purpose of such false representation.

4.5 Driving Over Equipment

No person shall drive a vehicle over any **fire** hose or **equipment** of the **Fire Rescue Service** unless directed to do so by an **RCMP** or **Incident Commander**.

5. Outdoor Fire

5.1 Outdoor Fire

- (a) It shall be unlawful for any person to light, ignite or start any **outdoor fire** within the **District**, unless a **Fire Permit** has been issued by the **Director**.
- (b) Every person starting an **outdoor fire** as authorized by a **Fire Permit** shall place and keep a competent person at all times in charge of such **outdoor fire** while the same is burning or smouldering and until such **outdoor fire** is completely extinguished, and shall provide that person with efficient appliances and equipment in order to prevent the **fire** from getting beyond control or causing damage or becoming dangerous to life and property.
- (c) No person shall, under any **Fire Permit** authorization, on or in any **fire** burn rubber tires, oil, tar, asphalt, shingles, battery boxes, plastic material, or any similar material, which produces heavy black smoke.

5.2 Issuing Fire Permits

- (a) **Fire Permits** shall not be issued for the burning of industrial, commercial or **construction waste**.
- (b) The **Director** may refuse to issue a **Fire Permit** at anytime when in the **Director's** opinion, burning would likely be hazardous or create a nuisance.
- (c) **Fire Permits** may be issued at the discretion of the **Director** in respect of:
 - i. Purposes of land clearing conditional on the use of appropriate mechanical devices to ensure clean burning and a good venting index as found on the Environment Canada Weather Centre;
 - ii. Reducing a potential **fire** hazard as determined by the **Director**; and
 - iii. Such other reasons as determined acceptable by the **Director**.
- (d) Burning for **fire** training exercises by the **Fire Rescue Services** is permitted.

5.3 Form of Fire Permit

Every **Fire Permit** issued, pursuant to this bylaw, shall be signed by the **Director** or his designate and the **Permittee**, and shall contain the details of such burning to be conducted.

5.4 Cancellation of Fire Permit

The **Director** may, at any time, when in the **Director's** opinion, burning is hazardous or is creating a nuisance, cancel a **Fire Permit** by delivering to the **Permittee**, notice of cancellation of the **Fire Permit** and upon receipt of such notice, the **Permittee**, shall thereupon forthwith cause to be completely extinguished any **fire** or **fires** set out or lit pursuant to the cancelled **Fire Permit**.

6. Backyard Fire Pits

6.1 Backyard Fire Pit Requirement

In accordance with this bylaw all backyard **fires** require annual **Fire Permits**.

6.2 Installation of Fire Pits

- (a) Fire pits and outdoor fireplaces shall meet the following requirements:
 - i. A minimum clearance of 3 metres shall be maintained from any **buildings**, property lines, overhead wires, trees or any combustible materials;
 - ii. Fire pits are not permitted within 1 metre of gas lines;
 - iii. Fire pits shall be designed to limit or reduce the danger of fire escaping from the outdoor fire pit;
 - iv. Fire pits shall be constructed of non-combustible components;
 - v. The **Director** may issue a **Fire Permit** for burning wood for **fires** in open air, provided that such burning shall be carried out in areas designated by the **Fire Permit**.
- (b) The operation of a domestic outdoor or backyard incinerator or any structure or device as a domestic incinerator, is prohibited.

6.3 Fuel

- (a) Fuel to be used in a fire pit or outdoor fireplace must be composed only of barbecue briquettes or dry firewood and must be clean burning.
- (b) No burning of vegetation, household scrap paper, **construction waste** and other materials or yard waste is permitted.

6.4 Regulations Relating to Outdoor Burning

- (a) **Fires** are to be supervised at all times by a competent adult person until all **fire** and smoke have been extinguished;
- (b) Fire pits or outdoor fireplaces shall be the sole responsibility of the **Fire Permit** holder who shall ensure at all times that this bylaw is being complied with and that no hazard to persons or property, or nuisance, is created by use of the fire pit.

7. Inspections

7.1 Authority to Enter

The **Director** or **Fire Inspector** is hereby authorized to enter at all reasonable times upon any building or property in order to ascertain whether the requirements of this bylaw are being complied with and, in addition to the powers vested by the *Fire Services Act*, is hereby authorized and empowered to inspect **buildings** for conditions which may cause **fire** or increase the danger of **fire** or the danger to persons, and to deal with any matter in a manner not repugnant to any provision of the *Fire Services Act* or regulations there under.

7.2 Provision of Information

Every **occupant** of a **building** or property shall provide all information and shall render all assistance required by the **Director** or **Fire Inspector** in connection with the inspection of such **building** or property pursuant to this bylaw.

7.3 False Information

No person shall purposely withhold or falsify any information required by the **Director** or **Fire Inspector**, nor refuse to assist in the carrying out of a **fire** inspection pursuant to this bylaw, the *Fire Code* or the *Fire Services Act*.

7.4 Obstruction

No person shall obstruct or interfere with the **Director** or **Fire Inspector** while an inspection is being carried out pursuant to this bylaw, the *B.C. Fire Code*, or the *Fire Services Act*.

7.5 Remedial Orders

The **Director** or **Fire Inspector** is hereby authorized and empowered to issue written orders requiring the correction or removal of any condition or thing in or about any **building** or property, which is in contravention of this bylaw, and every **occupant** shall be responsible for the carrying out of every requirement of such order.

7.6 Dating of Orders

Every order issued by the **Director** or **Fire Inspector** shall state a date by which the said order shall be carried out, which date shall be fixed having regard to the degree of urgency involved in correcting or removing conditions which may tend to increase the hazard of **fire** or danger to life and property.

7.7 Re-Inspection Fee

Where more than two inspections are required because the work or position of the work with respect to a fire inspection is not in compliance with the provisions of this bylaw or the *B.C Fire Code*; or the work was incomplete or not ready for inspection at the time notification was given to the **Director** or **Fire Inspector** to inspect or on the date specified in the previous fire inspection for the completion of the work, the fee for each inspection after the second inspection shall be subject to Schedule "A" **Cost Recovery**.

8. Miscellaneous Regulations

8.1 Commercial and Multi-Residential Properties

The **occupant** of commercial and multi-residential properties shall post the civic address on the **building**. The numbers used shall be a minimum of 100 mm in height and must be of a colour that contrasts with the surface on which they are mounted. The address shall be clearly visible from the main road.

8.2 Individual Units Within Commercial and Multi-Residential Properties

The **occupant** of units within commercial and multi-residential properties shall post their unit number in a visible location, at the entry to the unit. The numbers used shall be a minimum of 100 mm in height and must be of a colour that contrasts with the surface on which they are mounted.

8.3 Single-Family Dwellings

The **occupant** of single-family dwellings shall post their civic address in a location that is clearly visible from the main road. The numbers used shall be a minimum of 100 mm in height and must be of a colour that contrasts with the surface on which they are mounted. Multiple single-family dwellings that are accessed by a common driveway shall have the addresses accessed by the driveway posted at the entry to the driveway. The numbers used shall be a minimum of 100 mm in height and must be of a colour that contrasts with the surface on which they are mounted.

8.4 Multi-Residential Complex Site Plans

The **occupant** of all multi-residential complexes shall provide a posted site plan at the main driveway entry to the complex. The site plan shall be clearly visible upon entry to the complex and shall clearly indicate the location, address or number of each unit and access to the units within the complex.

8.5 Non-Standard Events

The **Director** may charge an **occupant** of a **building** for the cost of a response by the **Fire Rescue Service** to **non-standard events** that are a result of an **incident** at or near their premise. The fee is payable as specified in Schedule "A" **Cost Recovery**. Failure of the **occupant** to pay a fee charged by December 31st of the year in which the taxes were imposed, the fee shall be added to and form part of the taxes payable on the property as taxes in arrears.

8.6 Maintenance of Private Fire Hydrants

The **occupant** of any **building** or property that contains private fire hydrants shall ensure that they are maintained and tested as required under the **Fire Code**.

8.7 Access Routes

The **occupant** of any **building** that has an **access route** shall keep that **access route** clear of obstructions.

9. Fireworks

- 9.1 No person shall sell, give or set off fireworks of any classification under the *Federal Explosives Act* within the **District**.
- 9.2 No person shall sell, give, fire or set off, Class 7.2.5 low hazard fireworks within the **District**, as classified by the *Explosive Regulations* under the *Federal Explosives Act*.
- 9.3 No person shall sell, give, fire or set off Class 7.2.2 high hazard fireworks as classified by the *Explosive Regulations* under the *Federal Explosives Act*, except with a permit in writing issued by the **Director** or in the case of an emergency.
- 9.4 **Members** may set off fireworks, as approved by the **Director**, to celebrate a civic event under the direction of the **Director**.

10. Offence

- 10.1 A person is guilty of a contravention of this bylaw and commits an offence who:
 - (a) violates any provisions of this bylaw;
 - (b) causes or permits any act or thing to be done in contravention or violation of any provisions of this bylaw; or
 - (c) neglects or omits to do anything resulting in contravention of this bylaw
 - (d) breaches any of the terms and conditions contained in a **Fire Permit** issued pursuant to this bylaw.
- 10.2 For each day that a contravention of this bylaw occurs, such shall constitute a separate and distinct offence.
- 10.3 Every person who commits an offence under this bylaw is liable to:
 - (a) a fine and penalty of not more than \$1,000.00 and not less than \$100.00 for each offence if issued a municipal ticket under the **District** Municipal Ticket Information Bylaw No. 626 or any amendments thereto; or
 - (b) a fine and penalty of not more than \$10,000.00 and not less than \$500.00 for each offence if prosecuted pursuant to the provisions of the *Offence Act*, R.S.B.C., Chapter 338.
- 10.4 The **District** may restrain a person who contravenes this bylaw by making application to a Court of competent jurisdiction for injunctive relief in addition to any penalty that may be imposed pursuant to 10.1 hereof.

11. Severability

- 11.1 If any part, subsection or phrase of the bylaw is held to be invalid in a court of competent jurisdiction, the invalid portion shall be severed and the remainder of the bylaw will be deemed to be enacted without the invalid portion.

12. Repeal

- 12.1 District of Elkford Bylaw No. 263 and all its amendments are hereby repealed.

13. Schedules

The schedules to this bylaw constitute a part of and are enforceable in the same manner as this bylaw.

Read a first time this 25 day of February, 2008.

Read a second time this 25 day of February, 2008.

Read a third time this 25 day of February, 2008.

Adopted this 10th day of March, 2008.

original signed by
D. McKerracher
Mayor

original signed by
N. Everett
Director of Corporate Services

Bylaw No. 687
A Bylaw to Regulate Fire Protection and Life Safety
Schedule "A"

Cost Recovery

Item	Fee
Fire protection file searches	\$50 per file
Contamination and replacement of equipment	Equipment costs or acceptable decontamination costs including taxes, plus a 15% administrative fee
Fire investigation fee	\$500
Illegal open burning	\$300 for first hour (one hour minimum), \$400 per hour thereafter
Re-inspection fee	\$65 for each inspection after the second fire inspection
Non-standard events	Cost of manpower and equipment required after an incident has been contained, including taxes and 15% administrative fee.