

NORTH CEDAR IMPROVEMENT DISTRICT

BYLAW NO. 493

FIRE DEPARTMENT ESTABLISHMENT AND OPERATIONS BYLAW

A bylaw to provide for the establishment and operation of the North Cedar Fire Department

The Trustees of the North Cedar Improvement District ENACT AS FOLLOWS:

1. The Fire Services Act of British Columbia and regulations under it, National Fire Protection Association standards, regulations under the Environment Management Act and all amendments thereto are deemed to be in full force and effect within the North Cedar Improvement District and are in conjunction with this Bylaw.
2. This Bylaw shall be divided into the following parts:

DEFINITIONS

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3. DEFINITIONS

In this bylaw:

“Administrator” shall mean the Chief Administrative Officer of the North Cedar Improvement District.

“Agreement” shall mean an agreement entered into between the Board of Trustees and a legal entity for the provision of services by the North Cedar Fire Department.

“Apparatus” shall mean any vehicle equipped with devices, materials, machinery or equipment used in fire protection and assistance response.

“Automatic Aid” shall mean a formal agreement between the North Cedar Improvement District and other legal entities to provide and receive assistive service for structural fires within or outside of District boundaries.

“Board” shall mean the Board of Trustees of the North Cedar Improvement District.

“Building” shall mean any structure used for supporting or sheltering any use or occupancy.

“Campfire” shall mean an open air fire that burns piled material no larger than 0.5m in height and 0.5 m in width and is used by any person for recreational purpose, or by a First Nation for a ceremonial purpose.

“Category 2 Open Air Fire” shall mean an open air fire, other than a campfire, that burns: material in one pile not exceeding 2 m in height and 3 m in width, material concurrently in 2 piles each not exceeding 2 m in height and 3 m in width, or stubble or grass over an area that does not exceed 0.2 ha.

“Category 3 Open Air Fire” shall mean an open air fire that burns material concurrently in 3 or more piles each not exceeding 2 m in height and 3 m in width, material in one or more piles each exceeding 2 m in height or 3 m in width, one or more windrows, or stubble or grass over an area exceeding 0.2 ha.

“Dangerous Goods” shall mean those products or substances that are regulated under the Canada ‘Transportation of Dangerous Goods Act’

“Equipment” shall mean any tool, device or material used by the Fire Department at an emergency or other response.

“Environmental Management Act” shall mean the statute of the Legislature of British Columbia SBC 2003, c.53 and amendments thereto.

“Fire Alarm” shall mean a device or devices installed on or in real property and designed to issue a warning by activation, of an audible alarm or signal or by alerting a monitoring facility.

“Fire Chief” shall mean the person appointed by the Board to be the head of the Fire Department.

“Fire Commissioner” shall mean the individual appointed by the Lieutenant Governor in Council to the “Fire Services Act”.

“Fire Hydrant” shall mean any fire hydrant or standpipe located on public right of way or District owned property used in the delivery of water for fire protection.

“Fire Protection” shall mean all aspects of emergency response including fire suppression, rescue, fire prevention, pre-fire planning, fire investigation, public education and public service.

“Fire Services Act” shall mean the statute of the Legislature of British Columbia RSBC 1996, c.144 and amendments thereto.

“Incident” shall mean a fire or other emergency response that could result in fire or hazards to life safety, property or environmental damage and to which the Fire Department has responded.

“Local Assistant To the Fire Commissioner” shall mean a person duly appointed as the Local Assistant to the Fire Commissioner as described in the “Fire Services Act”.

“Member” shall mean any person or Officer of the North Cedar Fire Department.

“Mutual Aid” shall mean a formal agreement between the North Cedar Improvement District and other legal entities to provide and receive assistive service outside of District boundaries.

“Occupancy” shall mean the use or intended use, of a building for the shelter or support of persons, animals or property.

“Occupant” shall mean any owner, tenant, lessee, agent or any other person who has access to and control of any building or premises to which this Bylaw applies.

“Officer” shall mean any member holding the position of Fire Chief, Deputy Chief, Assistant Chief or any member authorized to act as an Officer while conducting Fire Department business.

“Open Air Fire” shall mean any fire that burns in the open air that is, or is not enclosed in an incinerator, furnace or other device.

“Open Burning Smoke Control Regulation” shall mean the regulation under the British Columbia “Environmental Management Act”

4. FIRE DEPARTMENT

4.1 ESTABLISHMENT

- (1) The Fire Department shall be known as the NORTH CEDAR FIRE DEPARTMENT and the head of the Department shall be known as the Fire Chief.
- (2) The Fire Department shall consist of the Officers, Members, apparatus, equipment and structure operated by the North Cedar Improvement District.
- (3) In addition to the Fire Chief, the North Cedar Fire Department will consist of a Deputy Fire Chief and other Officers as appointed by the Board.

4.2 FIRE CHIEF

- (1) The Fire Chief shall be hired by the Board of Trustees.
- (2) Reporting to the Administrator, the Fire Chief is accountable for overseeing the provision of services for the protection of lives and property of citizens within the North Cedar Improvement District from fire hazards and for Fire Department operations, administration, training and fire prevention.
- (3) The Fire Chief shall take all proper measures for the prevention, control and extinguishment of fire for the protection of life property and the environment, and may enforce all codes and Bylaws respecting fire prevention, life safety, fire investigation and inspections.

(4) The Fire Chief has complete responsibility for the North Cedar Fire Department subject to the direction of the Board of Trustees. The Fire Chief shall be responsible for carrying out all fire protective activities as the Board directs, including but not limited to:

- Disaster planning
- Inspections
- Investigations
- Operations
- Pre-fire planning
- Reporting

(5) The Fire Chief shall establish rules, regulations, policies and committees as necessary for the proper organization and administration of the North Cedar Fire Department including:

- Use, care and protection of property
- Conduct and discipline of Members and Officers of the Department
- Efficient operation of the Department

4.3 Deputy Fire Chief

(1) The Deputy Fire Chief shall be hired by the Board of Trustees.

(2) Reporting to the Fire Chief, the Deputy Fire Chief is responsible for the training and daily operations of the Fire Department including but not limited to:

- Administration of new recruit and ongoing maintenance training programs.
- Scheduling of internal training sessions, external training courses and evaluations.
- Training record maintenance.
- Contributes to annual budget planning as related to training and operations.
- Assists with the purchasing of supplies and equipment.
- Assists with policy and operational guideline development.
- Assumes overall responsibility of the department in the absence of the Fire Chief.

4.4 OFFICERS

(1) Captains and any other Officers as deemed necessary will be appointed by the Board after a recommendation from the Fire Chief.

- (2) Officers or members acting as Officers in the absence of the Fire Chief or Deputy Chief, will assume command of an incident and have complete control over all required apparatus, equipment and personnel.

4.5 MEMBERS

- (1) Upon the advice of the Fire Chief, the Board shall establish the minimum number of members required to maintain operations of the Fire Department.
- (2) The recruitment of new members shall be at the discretion of the Fire Chief after consultation with the Department Officers and the Administrator.
- (3) A person is qualified to be member of the Department who:
 - Is 19 years of age or older
 - Passes a criminal records check
 - Is physically fit and is able to pass a physical exam
 - Possesses a valid drivers license
 - Lives within the boundaries of the North Cedar Improvement District
- (4) All Officers and Members are required to sign a copy of the District Staff and Volunteers Oath of Confidentiality policy.
- (5) The Fire Chief may terminate a probationary member without cause, or extend the probation of any member, at any time.
- (6) The Fire Chief may discipline any Officer or Member for cause.
- (7) All Members are subject to a medical examination at such time as may be required by the fire Chief.
- (8) Each new applicant shall provide a criminal record check, obtain a physical exam and provide a driver's abstract. Existence of a criminal record, unsatisfactory physical exam results or unsatisfactory drivers abstract may prohibit an applicant's acceptance as a Member or may result in the release of the Member during the probationary period.
- (9) The minimum length of probation for new Members shall be twelve months.

4.6 REMUNERATION

- (1) Upon the recommendation of the Fire Chief, the rates for remuneration for incident call out, training and other activities, shall be set in policy and approved by the Board.

4.7 ADMINISTRATION

- (1) The limits of the jurisdiction of the Fire Chief, Officers and Members of the Fire Department will extend to the area and boundaries of the Improvement District and shall include fire protection agreement areas as approved by the Board. At no time, are fire apparatus to be used beyond District boundaries without:
 - The express authorization of a written contract, automatic aid or mutual aid agreement providing for the supply of fire protection services outside District boundaries
 - In the event of an emergency where no agreement or contract exists, it shall be at the Fire Chief's discretion to allow apparatus outside of District boundaries
- (2) The Fire Chief shall prepare and submit yearly, a provisional budget for the operation of the North Cedar Fire Department to the District Administrator.
- (3) The Fire Chief shall report to the Board of Trustees regularly, on the operations of the fire Department including but not limited to:
 - Budget expenditures
 - Incident call out
 - Membership
 - Training activities
 - Any other Fire Department related matters
- (4) The Fire Chief or Member in charge shall file a report of any incident that the North Cedar Fire Department attends. Any person formally requesting information related to an inspection, fire code infraction or response, may be subject to an administration fee as outlined in Schedule "A".
- (5) If a Member or Members are unable to agree with a disciplinary decision made by the Fire Chief, the Member or Members may make an appeal to the District Administrator for consideration. If the District Administrator is unable to bring about a resolve, the issue shall be brought before the Board for a final resolution.

5. FIRE PROTECTION AND LIFE SAFETY

5.1 OPERATIONS

- (1) The Fire Chief shall have complete responsibility and authority over the Fire Department at the direction of the Board, shall take responsibility for all fire protection matters including the enforcement of the "Fire Services Act", and assume the duties and responsibilities of a Local Assistant to the

Fire Commissioner. The North Cedar Fire Department shall provide fire protection services at the Interior Operations Service Level as defined by the office of the Fire Commissioner. Fire protective activities and responses include but are not limited to:

- Fire Suppression
- Medical Response
- Technical Rescue
- Hazardous Materials response
- Mutual Aid including the Ministry of Forests
- Public Services
- Fire Prevention
- Fire Inspection
- Fire Investigation
- Automatic Aid
- Auto Extrication/Road Rescue

- (2) In the absence of the Fire Chief, the senior ranking member present shall have control, direction and management of the North Cedar Fire Department apparatus, equipment and personnel assigned to an incident. Where a member is in charge, that member shall continue to act until relieved by a senior Officer.
- (3) The Fire Chief shall take all proper measures for the prevention, control and extinguishment of fire and for the protection of life and property. The Fire Chief shall also enforce all District Bylaws respecting fire protection and prevention and exercise the powers and duties imposed by this Bylaw and any Provincial Act or Regulation.
- (4) The Fire Chief or the Member in charge at an incident is empowered to have Members of the North Cedar Fire Department and its apparatus and equipment pass through any property deemed necessary to gain access to an incident or to protect any person or property.
- (5) No person shall impede, hinder or obstruct the extinguishment of any fire or any fire protective activities carried out by the North Cedar Fire Department. Any person who fails to comply with the orders or instruction of an Officer of the North Cedar Fire Department engaged or about to be engaged fire protective operations, may be forcefully removed by a Police Officer.
- (6) The owner, occupier, agent or trustee of real property is required to remove anything and everything from a building or property which, in the opinion of the Fire Chief, is a fire or life safety hazard or increases the risk of fire or life safety.

- (7) The Fire Chief, or designate, is authorized to enter any premises at all reasonable times to inspect said premises for conditions which may cause a fire or increase the danger of fire to persons or property. Entry into any premises is in compliance with section 21 to 23 of the "Fire Services Act".
- (8) No person shall drive a vehicle over any equipment or appliance operated by the North Cedar Fire Department without permission of the Fire Chief or designate.
- (9) The owner, operator, agent or trustee of any real property shall not allow any person to stand, loiter or sit in the aisles, passages or stairways of churches, schools, theatres or any other places of public assembly so as to prevent access to exits.
- (10) The Fire Chief or designate in charge of an incident, is empowered to cause the demolition of any building, or part of any building, that is deemed necessary to prevent the spread of fire or to prevent damage to property, persons or loss of life.

5.2 FIRE DAMAGED BUILDINGS

- (1) The owner, agent or trustee of any fire damaged building shall ensure that the premises is guarded or that all openings in the building are kept securely closed, fastened or boarded so as to prevent the entry of unauthorized persons.
- (2) If the owner, agent or trustee of the property fails to provide the necessary security to a fire damaged building within a reasonable amount of time, the Fire Chief may have the work performed and the owner shall be liable for all costs associated with the work and payable to the North Cedar Improvement District as outlined in Schedule "A".

5.3 FIRE SAFETY - ADDRESS IDENTIFICATION

- (1) All properties within the boundaries of the North Cedar Improvement District with buildings or structures shall be properly identified with the Regional District of Nanaimo assigned numbers for the property. Address numbers shall face the District road that provides access to the property and all address numbers shall be of contrasting colors to the base color of the building or structure, be visible from the road and shall not be obstructed by trees, shrubs or any other material that would prevent easy identification.

5.4 FIRE HYDRANTS – MUNICIPAL AND PRIVATE

- (1) Fire hydrants, including standpipes, are for the use of the North Cedar Fire Department only. Fire hydrants may only be operated for the purposes of

fire protection, prevention, inspection, training, testing or servicing or as authorized by the Fire Chief or North Cedar Improvement District Contractor.

(2) Records of all inspections and maintenance shall be submitted annually to the Fire Chief. The following conditions apply:

- Fire hydrants shall be maintained in operational condition
- All fire hydrants shall be inspected and maintained in accordance with the standards and specifications of the manufacturer
- All valves in the water distribution system shall be operated annually during non-freezing weather and provided any maintenance that may be required
- The Fire Chief shall be notified of all repaired fire hydrants after such hydrants have been flow tested and approved for use by the District
- All fire hydrants out of service for repair or not yet in service, shall be wrapped with burlap, black poly plastic sheeting or other suitable method of identification
- Fire hydrants shall be kept clear of snow, shrubs, trees, structures, vehicles or any other obstruction that may prevent direct access for use by the Fire Department

(3) Fire hydrants located in fire protection service agreement areas, shall be subject to all the conditions contained in section 3-4, sub-section 2, and any other conditions outlined in the service agreement.

5.5 FIRE ALARMS SYSTEMS

(1) No person shall activate a fire alarm unless:

- There is a fire
- The person reasonably believes there is a fire, or other incident occurring or imminent
- The activation is carried out for testing purposes by authorized persons

(2) Notification of fire alarm system activation for maintenance, testing or other purposes by an authorized person, shall be made to the Fire Department and alarm monitoring facility before activation.

5.6 DANGEROUS GOODS

(1) Every owner, carrier, agency or any other person having responsibility for the transport, storage or use of dangerous goods, shall be responsible at that persons own cost and expense, for the clean up and safe disposal of all such dangerous goods arising from an incident.

6. OPEN AIR FIRES

6.1 GENERAL PROVISIONS

- (1) The Fire Chief may prohibit any or all open air fires when in his opinion, atmospheric conditions or local circumstances may make such fires a hazard or a nuisance.
- (2) All open air fires within the boundaries of the North Cedar Improvement District shall be in compliance with the Provincial “Environmental Management Act” and the “Open Burning Smoke Control Regulation”.
- (3) No person shall burn land clearing debris, (Category 3 as defined in the “BC Wildfire Regulation, Part 1”) within the boundaries of the North Cedar Improvement District without the required authorization and permit issued by the Ministry of Forests in conjunction with the “Environmental Management Act” and the “Open Burning Smoke Control Regulation”.
- (4) Open air fires within the boundaries of the North Cedar Improvement District shall meet the requirements of a Category 2 open air fire, (as defined in the “Wildfire Regulation, Part 1”) and all open air burning shall be prohibited between May 15th and October 30th each year.
- (5) Campfires as defined in District Bylaw 492, shall be permitted year round unless a ban is imposed by the District of the Ministry of Forests.
- (6) Detailed requirements for open burning within the North Cedar Improvement District are regulated by District Bylaw 492 – Fire Regulation Bylaw.

6.3 TRAINING FIRES

- (1) The Fire Chief may allow controlled burning for training exercise purposes by the North Cedar Fire Department.

7. FIRE PROTECTION AGREEMENTS

7.1 SERVICE AGREEMENTS

- (1) The Trustees of the North Cedar Improvement District may enter into service agreements for the provision of fire protective services with the legal representative of any Corporation, Municipality, Regional District, Improvement District, or First Nations, for properties located within or outside of the boundaries of the North Cedar Improvement District. Provisions for services and fees for services shall be contained in any such agreement.

7.2 MUTUAL AID

- (1) The Trustees of the North Cedar Improvement District may enter into Mutual Aid Agreements for providing or receiving mutual aid assistance with other fire departments.
- (2) All provisions needed for receiving or providing assistance shall be clearly defined in the agreement.

7.3 AUTOMATIC AID

- (1) The Trustees of the North Cedar Improvement District may enter into Automatic Aid Agreements for providing or receiving automatic aid assistance with other fire departments.
- (2) All provisions needed for receiving or providing assistance shall be clearly defined in the agreement.

8. FIRE INSPECTION

8.1 RIGHT TO INSPECT

- (1) The Fire Chief or any other Local Assistant to the Fire Commissioner may at all reasonable times enter into and upon any lands, premises, yards or buildings, other than family dwellings, for the purpose of:
 - Testing or inspecting buildings as required by the “Fire Services Act”
 - Determining if the Fire Department access is adequate
 - Determining if the requirements of this Bylaw are being met
 - Performing fire hazard assessments
 - Performing ordinary duties

8.2 ASSISTANCE IN INSPECTION

- (1) The owner, occupier, or lessee of a building or property shall upon request, give to an inspector who is carrying out an inspection of the building or property, such assistance as may be required in carrying out the inspection.

8.3 FIRE INSPECTION FREQUENCY

- (1) The Fire Chief will determine the frequency of fire inspections.

8.4 FIRE INSPECTION REPORTING

- (1) The Fire Chief or any other Local Assistant to the Fire Commissioner shall prepare and maintain records and reports on each fire inspection performed, and these records and reports shall be made available to the building owner, occupant or occupier.

9. NOTIFICATION

9.1 ISSUANCE OF ORDER

(1) If the Fire Chief and or other Local Assistant to the Fire Commissioner find that any provision of this Bylaw has been contravened, or has not been complied with, or has been complied with improperly or only in part, or that conditions exist in or on a building or property to which the Bylaw applies and which, in the Fire Chief's opinion constitutes a fire hazard or otherwise constitutes a hazard to life or property, he may make such order or orders to ensure full compliance with this Bylaw and pursuant to the "Fire Service Act" and in particular but without limiting, may:

- Make to the owner, occupier or lessee of the building or property such recommendations as deemed necessary to correct the contravention or to ensure compliance with this Bylaw or to remove the hazards referred to in the Bylaw
- Make such orders as deemed necessary with respect to any of the matters referred to in this Bylaw

(2) An order made under this Bylaw shall be in writing and shall be directed to the owner, occupier or lessee of the building or property in respect of which the order is made, or both.

(3) An order made under this Bylaw shall be served by:

- Delivering it or causing it to be delivered to the person to whom it was directed
- Sending the order by return registered mail to the last known property owner

(4) Owners, occupiers, or the lessee of a property shall make the necessary corrections as outlined by the order.

9.2 DUTY TO COMPLY

(1) When an owner, occupier or lessee has received a notice under section 9.1, compliance with the notice shall be within the specified time indicated.

10. PENALTIES

10.1 PENALTIES

(1) Every person who violates any of the provisions of this Bylaw or who suffers or permits any act or thing to be done in contravention or in violation of any of the provisions of this Bylaw, or who neglects to do, or refrains from doing anything required to be done by any of the provisions

of this Bylaw, or does any act or thing or omits an act or thing thus violating any of the provisions of this bylaw will be deemed to have committed an offence, and upon summary conviction is liable to a penalty in accordance with the Offence Act.

(2) Pursuant to section 264(1) (b) of the “Community Charter”, Local assistants to the Fire Commissioner are designated to enforce this Bylaw.

11. SCHEDULES

(1) The following schedules are attached to and form part of this bylaw.

- Schedule A – Fee Schedule

12. This bylaw hereby repeals Bylaws 403, 440 and 449.

13. This bylaw may be cited as the “Fire Department Establishment and Operations Bylaw”

INTRODUCED and given first reading by the Trustees on the 8th day of October, 2020.

RECONSIDERED and finally passed by the Trustees on the 8th day of October, 2020.

Chairperson of the Board of Trustees

I hereby certify that this a true copy of Bylaw No. 493.

Administrator to the Board of Trustees

**NORTH CEDAR IMPROVEMENT DISTRICT BYLAW 493
SCHEDULE "A"**

The following rates for service provided by the North Cedar Fire Department for manpower, apparatus and equipment shall be recoverable by the North Cedar Improvement District pursuant to this Bylaw.

MANPOWER

Minimum one (1) hour call out for each Fire fighter attending at the rate of pay assigned by policy, to that Fire fighter, or for calls that are more than one (1) hour in duration, the number of hours worked at the rate of pay assigned to that Fire fighter.

APPARATUS

Per hour rate, per apparatus:

1 Engine	\$400.00
1 Support Vehicle	\$250.00
1 Water Tender	\$400.00
1 Rescue Vehicle	\$250.00
1 Command Vehicle	\$150.00

EQUIPMENT AND SUPPLIES

At replacement cost

ACTION ITEM

Securing fire damaged building	\$ Actual costs
File search	\$25.00