

Bylaw No. 8272, 2013

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CITY OF PRINCE GEORGE
BYLAW NO. 8272

A Bylaw to provide for the prevention and suppression of fires, for regulating the conduct of persons at fires and to regulate the sale and disposal of explosives, firecrackers and fireworks and to authorize the issuance of permits in order to protect life and *Property*.

WHEREAS the Council of the *Municipality* deems it expedient to provide for fire suppression and prevention services, *Incident Response*, and to authorize the *Fire Chief* and other persons to take measures for the prevention and suppression of fires, within the municipal boundaries of *City of Prince George*;

NOW THEREFORE, the Council of the *Municipality* enacts as follows:

PART 1 CITATION

- 1.1** This Bylaw may be cited as the “City of Prince George Fire Protection and Emergency Response Bylaw No. 8272, 2013”.

PART 2 PREVIOUS BYLAW REPEAL

- 2.1** The following Bylaw is hereby repealed:

“City of Prince George Fire Protection and Fireworks Bylaw No. 7775, 2006”

PART 3 GENERAL

- 3.1** If any part, section, sub-section, clause or sub-clause of this Bylaw is, for any reason, held to be invalid by the decision of a court of competent jurisdiction, it shall be severed and the validity of the remaining provisions of this Bylaw shall not be affected.
- 3.2** In the event of a conflict between the provisions of this Bylaw and provisions of the Fire Services Act, the Fire Code Regulation or the Fire Code, the provisions of the Fire Services Act, the Fire Code Regulation or the Fire Code shall prevail.
- 3.3** In this Bylaw, words describing the responsibilities and authority of the Fire Chief shall be construed as internal administrative directions and not as legal duties.
- 3.4** This Bylaw does not impose any duty on the Municipality or any Member to enforce its provisions and a failure to administer or enforce its provisions, or the incomplete or

inadequate administration or enforcement of its provisions, shall not give rise to a cause of action in favour of any person. Any action brought against one or more Members in respect of the administration or enforcement of this Bylaw shall be defended by the Municipality until final termination of such action and any judgment resulting from such action shall be assumed by the *Municipality*.

- 3.5 No person shall rely upon any permit issued pursuant to this Bylaw as establishing compliance with this Bylaw or other applicable laws, policies and standards, or assume or conclude that this Bylaw has been administered or enforced according to its terms. Unless otherwise specified in this Bylaw, the Owner or an authorized agent of the Owner shall be responsible for complying with the provisions of this Bylaw.
- 3.6 The issuance of a permit under this Bylaw is not a representation, warranty or statement that this Bylaw or that other applicable laws, policies and standards have been complied with, and the issuance of a permit in error shall not give rise to a cause of action in favour of any person.
- 3.7 The issuing of a permit, or the making of an inspection under this Bylaw shall not relieve the permittee from the full responsibility for:
- (a) carrying out work or having work carried out in accordance with this Bylaw and all other applicable laws, policies and standards;
 - (b) maintaining their *Property* at all times in compliance with this Bylaw and all other applicable laws, policies and standards; and
 - (c) complying with all conditions of a permit.

PART 4. DEFINITIONS

- 4.1 In this Bylaw, unless the context otherwise requires:

ASTTBC means Applied Science Technologists and Technicians of British Columbia which is a self-governing, professional association pursuant to the *Applied Science Technologists and Technicians Act*, RSBC 1996, c 15, as amended.

**AUTOMATIC FIRE
SPRINKLER SYSTEM** means all equipment forming part of or used in connection with a fire sprinkler system, including without limitation, all heads, valves, piping, switches, sensors, relay equipment, and other accessories.

**AUTHORITY HAVING
JURISDICTION**

means any person or agency authorized by this or any other bylaw, regulation or statute to inspect or approve any thing or place.

BUILDING CODE

means the British Columbia Building Code adopted pursuant to the *British Columbia Building Code Regulation*, BC Reg 264/2012, as amended.

**CERTIFICATE OF
QUALIFICATION**

means a certificate, issued by a provincial safety manager to an individual, who provides evidence of their knowledge and ability to do regulated work in a manner that meets the requirements under the Safety Standards Act and which allows an individual to perform regulated work in British Columbia within the scope of the certificate, SBC 2003, as amended.

**CITY OF
PRINCE GEORGE**

means the geographic area subject to the jurisdiction of the *Municipality*.

COMFORT LETTER

means a letter prepared by the *Fire Department* in response to enquiries regarding a *Property* and any related *Incident Response* and/or compliance with the *Fire Code*.

**CONSUMER
FIREWORKS**

means low-hazard firework articles designed for recreational use by the public and includes, but is not limited to, firework articles referred to as roman candles, sparklers, fountains, wheels, volcanoes, mines and snakes.

CONTACT PERSON

means a person designated by the *Owner* or *Occupier* of a *Property* at which a *Fire Alarm System* or an *Automatic Fire Sprinkler System* is installed who is able to attend the *Property* when the *Fire Alarm System* has been activated.

DANGEROUS GOODS

means any product, substance or organism defined as a "dangerous good" pursuant to the *Transportation of Dangerous Goods Act*, 1992 (SC 1992, c 34), as amended.

DISPLAY FIREWORKS

means high-hazard firework articles designed for use by professionals and includes, but is not limited to, firework articles

referred to as aerial shells, cakes, roman candles, waterfalls, lances and wheels.

FALSE ALARM means the activation of a *Fire Alarm System* by any means as a result of which *Fire Department* resources and services are provided and a *Member* does not find any evidence of fire, fire damage or smoke.

FEES AND CHARGES BYLAW means the City of Prince George Comprehensive Fees and Charges Bylaw No. 7557, 2004, Amendment Bylaw No. 8245, 2013 (C-4 Fire Protection and Emergency Response)

FIRE ALARM SYSTEM means a device or devices installed on or in a *Building* and designed to issue a warning of a fire by activating an audible alarm signal in a *Building* and alerting a monitoring facility, but does not include a fire alarm device that is intended to alert only the *Occupiers* of the dwelling unit in which it is installed.

FIRE CHIEF means the Chief of the *Fire Department* of the *Municipality* or *Member* as designated by the *Fire Chief*.

FIRE CODE means the British Columbia Fire Code adopted pursuant to the *Fire Code Regulation*, as amended.

FIRE CODE REGULATION means the *British Columbia Fire Code Regulation*, BC Reg 263/2012, as amended.

FIRE COMMISSIONER means the person appointed by the Lieutenant Governor to administer the *Fire Services Act*, RSBC 1996, c 144, as amended.

FIRE DEPARTMENT means the City of Prince George Fire Rescue Service.

FIRE PROTECTION TECHNICIAN means a person certified by ASTTBC to inspect and test *Fire Safety Systems* and;

a) for the purpose of inspecting, testing and maintenance of *Fire Alarm Systems*, the *Fire Protection Technician* must be either:

1. a licensed electrical contractor in good standing with the BC Safety Authority or;

2. an individual, holding a valid electrical *Certificate of Qualification*, working under the holder of the facilities electrical operating permit.

b) for the purpose of inspecting, testing and maintenance of *Automatic Fire Sprinkler Systems*, the *Fire Protection Technician* must be an individual, holding a valid Sprinklerfitter *Certificate of Qualification*.

FIRE SAFETY SYSTEM includes, without limitation, *Fire Alarm Systems*, *Automatic Fire Sprinkler Systems*, special extinguishing systems, portable fire extinguishers, fire hydrants, water supplies for fire protection, standpipe and hose systems, fixed pipe fire suppression systems in commercial cooking exhaust systems, smoke control measures and emergency power installations.

FIRE SERVICES ACT means the *Fire Services Act*, RSBC 1996, c 144, as amended.

FIRE WATCH means the assignment of a person or persons to an area for the express purpose of notifying the *Fire Department* or the *Occupiers* of a *Property*, or both, of an emergency; preventing a fire from occurring; extinguishing small fires; or protecting the public from fire or life safety dangers.

HAZARDOUS PRODUCT means any product, material or substance defined as a "hazardous product" or "controlled product" pursuant to the *Hazardous Products Act*, RSC, 1985, c H-3, as amended.

HIGH BUILDING means a building more than 36 metres high measured between the grade and the floor level of the top storey.

HOTEL includes:

- a) An apartment house,
- b) A residential condominium *Building* that has:
 - i) two or more levels of strata lots as defined in the *Strata Property Act*, SBC 1998, c 43, as amended, and
 - ii) one or more corridors that are common *Property* as defined in the *Strata Property Act*, SBC 1998, c 43, as amended, and

- c) A boarding house, lodging house, club or any other *Building*, except a private dwelling, where lodging is provided.

INCIDENT means an accident, occurrence or emergency and includes, but is not limited to, a fire, an explosion, a natural disaster, the escape or spill of *Dangerous Goods* or *Hazardous Products*, a transportation-related accident and circumstances necessitating rescue efforts or medical assistance.

INCIDENT RESPONSE means all activities undertaken by the *Fire Department* and *Members* to respond to an *Incident*.

LOCAL ASSISTANT means the *Fire Chief* and persons authorized in writing by the *Fire Chief* to exercise the powers of a *Local Assistant*.

MEMBER means any person that is duly appointed by the *Fire Chief* as a *Member* of the *Fire Department* and is an employee of the *Municipality*.

MULTI-RESIDENTIAL COMPLEX means a classification of housing where multiple separate housing units for residential (i.e. non-commercial) inhabitants are contained within one *Building* or several *Buildings* within one complex.

MUNICIPALITY means the incorporated *Municipality* known as the City of Prince George, British Columbia.

NFPA means the National Fire Protection Association.

NOTICE OF INSPECTION means a notice given by a *Member* to an *Owner* or *Occupier* of *Property* which notice, at the discretion of the *Member*, can be by telephone or in writing.

OCCUPIER means every *Owner*, tenant, lessee, agent or other person who has the right of access to and control of any *Building* or premises.

OFFICER means any *Member* of the *Fire Department* holding the rank of:

- *Fire Chief*
- *Deputy Fire Chief*
- *Assistant Fire Chief*

- *Local Assistant*
- *Captain*
- *Lieutenant*

**OFFICER IN
COMMAND**

means the *Incident* commander in attendance at an *Incident Response*. In the event that an *Officer* is not in attendance at an *Incident Response*, the most senior *Member* in attendance at that *Incident Response* is the Officer in Command.

OPEN BURNING

means the combustion in the open air of yard and garden waste, land clearing debris, or any other material, including burning of any of these materials in a container, but does not include the combustion of gas, propane, or charcoal in a barbecue or hibachi for the purpose of cooking food.

OWNER

means "*Owner*" as defined in the *Community Charter*, SBC 2003, c 26, as amended.

PRIVATE HYDRANT

means a fire hydrant on private *Property* or common *Property* within a strata *Property*.

PROPERTY

means personal property or land, with or without improvements so affixed to the land as to make them in fact and law a part of it, as the context so requires.

PUBLIC BUILDING

includes a factory, a warehouse, store, mill, school, hospital, theatre, public hall, office *Building*, and any *Building* other than a *Hotel* or a private dwelling unit.

**PYROTECHNIC
SPECIAL EFFECTS**

means high-hazard pyrotechnic articles designed for use by professionals and includes, but is not limited to, pyrotechnic articles described as gerbs, mines, comets and crossettes and special purpose pyrotechnics manufactured for live performances and the film and television industry.

RCMP

means the Royal Canadian Mounted Police.

SMOKE ALARM

means a combined smoke detector and audible alarm device designed to sound an alarm within the room in which it is located upon detection of smoke within the room.

WILDLAND URBAN**INTERFACE**

means wildland areas that contain vegetation, trees, brush, and grasses in close proximity to urban and rural areas containing *Buildings* where people work, live, or conduct recreational activities.

WILDLAND URBAN**INTERFACE WILDFIRE****THREAT ASSESSMENT**

means completion of the 2013 Wildland Urban Interface Wildfire Threat Worksheet attached as Appendix E to the Government of British Columbia document titled "Wildland Urban Interface Wildfire Threat Assessments in B.C.", as amended.

- 4.2** In this Bylaw, unless the context otherwise requires, the following words and terms have the meanings set out in Division A, Part 1, Section 1.4.1 of the Building Code: Assembly Occupancy, Building, Building Height, Business and Personal Services Occupancy, Constructor, Dwelling Unit, Field Review, Industrial Occupancy, Occupancy, Registered Professional, and Residential Occupancy.
- 4.3** Words and phrases that are not defined in Section 4.1 or Section 4.2 of this Bylaw shall have the meanings which are commonly assigned to them in the context in which they are used in this Bylaw, taking into account the specialized use of terms by the various trades and professions to which the terminology applies.
- 4.4** A reference in this Bylaw to a defined position, by name of office or otherwise, also applies to:
- (a) a Deputy *Fire Chief*;
 - (b) any person designated by the City Manager of the *Municipality* to act in the place of the person who occupies the position, or
 - (c) any person designated by the *Fire Chief* to act in the place of the person who occupies the position, to the extent that the City Manager of the *Municipality* has delegated this authority to the *Fire Chief*.

PART 5 FIRE DEPARTMENT**5.1 ESTABLISHMENT**

- (a) The *Fire Department* for the *Municipality* is hereby continued.

- (b) The *Fire Chief* is head of the *Fire Department*, who reports to the Director of Public Safety and Civic Facilities in respect of the management of the *Fire Department* and the condition of *Properties*, apparatuses and equipment under control of the *Fire Department*.

5.2 POWERS OF THE FIRE CHIEF

The *Fire Chief* may:

- (a) take whatever measures or actions the *Fire Chief* considers appropriate or necessary for fire protection in the *City of Prince George*, including the enforcement of the provisions of this Bylaw and the exercise of the powers and authority provided under the *Fire Services Act* and its associated regulations;
- (b) appoint or designate a *Member* to exercise any of the *Fire Chief's* powers on such terms and conditions as the *Fire Chief* considers appropriate, and revoke any such appointment or designation;
- (c) enforce municipal bylaws, rules, orders and regulations respecting fire prevention and suppression and the protection of life and *Property*;
- (d) inquire into, investigate and record the causes of fires in the *City of Prince George*;
- (e) collect and disseminate information in regard to fires in the *City of Prince George*;
- (f) exercise some or all of the powers of a *Fire Commissioner* under Section 25 of the *Fire Services Act* and for these purposes that section applies;
- (g) investigate and hold inquiries into such fires;
- (h) study methods of fire prevention; and
- (i) provide advice and make recommendations to the Council of the *Municipality*, other *Officers* and employees of the *Municipality* and the public in relation to:
 - (i) the establishment and administration of fire brigades and departments;
 - (ii) the provision of adequate water supply and pressure;
 - (iii) the installation or maintenance of automatic or other *Fire Alarm Systems* and fire extinguishment equipment;

- (iv) the enforcement of measures for the prevention or suppression of fire and the protection of life and *Property*; and
- (v) fire prevention generally.

5.3 DUTIES AND POWERS OF THE DEPUTY FIRE CHIEF

The *Deputy Chief* shall report to the *Fire Chief* and, in the absence of the *Fire Chief*, shall have the powers and shall perform the duties of the *Fire Chief* as directed or assigned.

5.4 MANAGEMENT AND CONTROL OF THE FIRE DEPARTMENT

- (a) The *Fire Chief* shall be responsible for the management, control and supervision of the *Fire Department*, for all *Officers* and *Members* and the discipline thereof and for the care, custody and control of all *Property*, apparatuses and equipment of the *Fire Department*.
- (b) The *Fire Chief* may make rules and regulations for the proper and efficient administration and operation of the *Fire Department* and for the discipline of its *Members*, and may alter, repeal or replace such rules or regulations, as the *Fire Chief* deems appropriate.
- (c) All *Members* shall comply with the rules and regulations of the *Fire Department* established pursuant to Section 5.4(b) and a *Member* who fails to comply with a rule or regulation of the *Fire Department* may be subject to whatever discipline the *Fire Chief* deems appropriate.

5.5 LIMITS OF JURISDICTION

- (a) The geographical limits of the jurisdiction of the *Fire Department* shall be the area within the boundaries of the *City of Prince George* and no equipment or personnel of the *Fire Department* shall be used to provide an *Incident Response* outside the boundaries of the *City of Prince George* without the prior approval of the *Fire Chief*.
- (b) In the event of a request from the Office of the *Fire Commissioner*, and subject to the approval of the *Fire Chief*, equipment and personnel of the *Fire Department* may be used outside the boundaries of the *City of Prince George*.
- (c) In the event of an out-of-boundary *Incident Response* that poses imminent danger to the *City of Prince George*, subject to the approval of the *Fire Chief*, equipment and personnel of the *Fire Department* may be used outside the boundaries of the *City of Prince George*.

PART 6. INCIDENT RESPONSE

6.1 POWERS OF MEMBERS IN PROVIDING INCIDENT RESPONSE

For the purpose of providing *Incident Response*:

- (a) a *Member* may enter into or onto a *Property* where an *Incident* exists and, if necessary, into or onto a *Property* within the vicinity of the *Incident*;
- (b) a *Member* may cause equipment to be brought into or onto a *Property* where an *Incident* occurred and, if necessary, into or onto a *Property* within the vicinity of the *Incident*;
- (c) the *Fire Chief* and the *Officer in Command* may commandeer privately-owned equipment and remuneration rates for damage caused to such equipment as a result of being commandeered shall be at rates set by the *Fire Chief*;
- (d) the *Fire Chief* and the *Officer in Command* may order the demolition or removal of all or part of a *Building* or structure;
- (e) the *Fire Chief* and the *Officer in Command* may order the evacuation of any *Building* or area;
- (f) the *Fire Chief* and the *Officer in Command* may establish one or more limited entry areas in the vicinity of an *Incident* and prohibit any person from entering such limited entry areas without proper authorization ; and
- (g) the *Fire Chief* and the *Officer in Command* may obtain assistance from other officials of the *Municipality* as they deem necessary.

6.2 CONDUCT OF PERSONS WITH RESPECT TO AN INCIDENT

- (a) Every person at or near an *Incident* shall comply with the directions of a *Member* and shall, upon request of a *Member*, provide information and assistance with respect to the *Incident*.
- (b) No person shall impede, hinder or obstruct any *Member* or person under the direction of a *Member* in providing *Incident Response* and, without limiting the generality of the foregoing, no person shall:
 - (i) prevent a *Member* from entering a *Property* where the *Member* has reasonable grounds to believe that an *Incident* exists;

- (ii) damage or destroy *Fire Department* apparatuses or equipment; or
 - (iii) obstruct or otherwise interfere with access roads or streets or other approaches to any *Incident*, fire hydrant, cistern or body of water designated for fire-fighting purposes.
- (c) No person shall enter a limited-entry area established pursuant to Section 6.1(f) unless he has been authorized to enter by the *Fire Chief* or the *Officer in Command*.
- (d) No person shall falsely represent themselves as a *Member* or wear or display any *Fire Department* badge, cap, button, insignia or other paraphernalia for the purpose of such false representation.

PART 7. INSPECTIONS (GENERAL)

7.1 POWER TO INSPECT

- (a) The *Fire Chief* and any *Member* authorized by the *Fire Chief* may at any reasonable time enter into or onto any *Property* for the purpose of verifying compliance with this Bylaw or inspecting for conditions which may cause fire, increase the risk of fire or increase the danger to persons.
- (b) A *Local Assistant* may at a reasonable time and in a reasonable manner enter into or onto a *Property* for the purpose of verifying compliance with the *Fire Code* in accordance with Section 3 of the *Fire Code Regulation*.

7.2 CONDUCT OF PERSONS WITH RESPECT TO AN INSPECTION

Every *Occupier* of a *Property* subject to inspection by a *Member* shall:

- (a) provide the *Member* with access to the *Property* subject to inspection at the date and time specified in the *Notice of Inspection*; and
- (b) provide all information and render all assistance required by the *Member* to conduct the inspection.

7.3 PROFESSIONAL REPORTS

For the purposes of inspecting a *Building* for compliance with the *Fire Code*, a *Local Assistant* may require information or the production of documents relevant to the *Building* including, but not limited to, documentation from a registered professional:

- (a) advising as to whether the *Building* in question substantially complies with the requirements of this Bylaw, the *Fire Code* and the *Building Code*; and
- (b) describing the changes which must be made to the *Building* in order for it to achieve compliance with the Bylaw, the *Fire Code* and the *Building Code*.

PART 8 INSPECTIONS OF HOTELS AND PUBLIC BUILDINGS

8.1 REGULAR INSPECTIONS OF HOTELS AND PUBLIC BUILDINGS

The *Fire Chief* shall ensure that *Hotels* and *Public Buildings* in the *City of Prince George* are inspected on a regular basis.

8.2 REVIEW OF BUILDING PLANS AND INSPECTION OF CONSTRUCTION

The *Fire Chief* or any other *Member* designated by the *Fire Chief* may review the building plans for, and may inspect the construction of, a new *Hotel* or *Public Building* in the *City of Prince George* for the purpose of determining whether such *Hotel* or *Public Building* complies with this Bylaw, the *Fire Code* and the *Building Code*.

PART 9. ORDERS

9.1 POWER TO ISSUE ORDERS

- (a) In addition to the power to issue an order pursuant to any other section of this Bylaw, the *Fire Chief* and any *Member* authorized by the *Fire Chief*, is authorized to issue one or more written orders to an *Owner* or *Occupier* requiring the *Owner* or *Occupier* to undertake any actions necessary for the purpose of:
 - (i) removing or reducing any thing or condition that person considers is a fire hazard or increases the danger of fire; or
 - (ii) bringing a *Building* or structure, an erection of any kind, or a similar matter or thing; up to a standard specified in this Bylaw.
- (b) In addition to the power to issue an order pursuant to any other section of this Bylaw, and after inspection of a *Property* pursuant to Part 7 or Part

8 of this Bylaw, a *Local Assistant* may issue one or more written orders to:

- (i) the *Owner* of the *Property* to remove or destroy the *Property* if the *Property* is in a state of disrepair that a fire starting in the *Property* might spread rapidly to endanger life or other *Property*;
- (ii) the *Owner* or *Occupier* of the *Property* to repair the *Property* if the *Property* is in a state of disrepair that a fire starting in them might spread rapidly to endanger life or other *Property*;
- (iii) the *Owner* or *Occupier* of the *Property* to alter the use or occupancy of the *Property* if the *Property* is so used or occupied that fire would endanger life or property;
- (iv) the *Occupier* to remove or keep securely combustible or explosive material or remedy flammable conditions if combustible or explosive material is kept or other flammable conditions exist on the *Property* so as to endanger life or *Property*;
- (v) the *Owner* or *Occupier* to remove or take *Property* precautions against a fire hazard if a fire hazards exists on the *Property*.

9.2 DURATION OF AN ORDER

Every order issued under Section 9.1 shall state a date by which the order shall be carried out, which date shall, in the discretion of the *Fire Chief*, 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*.

9.3 SERVICE OF AN ORDER

An order issued pursuant to this Bylaw shall be served by personal service or by registered mail to:

- (a) the person subject to the order;
- (b) the *Owner* of the *Property* where the required action is to be carried out; and
- (c) any other person who is an *Occupier* of the *Property*.

If one or more of the persons specified in (a), (b) and (c) cannot be found or refuses to accept service of the order, the order shall be posted in a conspicuous place on the *Property* which is the subject of the order. Where an order has been so posted, no person shall remove, deface or destroy the order.

9.4 APPEAL OF AN ORDER

Any person, *Owner* or *Occupier* to whom an order has been issued pursuant to this Bylaw may, before the expiration of 10 days after service of the order, appeal to the *Fire Chief*, who shall review and amend, revoke or confirm the order appealed against or substitute another order within 30 days.

9.5 COMPLIANCE WITH AN ORDER

A person to whom an order has been issued pursuant to this Bylaw shall comply with the terms of the order by the date specified in the order.

PART 10 REGULATIONS RESPECTING FIRE HAZARDS

10.1 WILDLAND URBAN INTERFACE – EXISTING DEVELOPMENT

Upon request from the *Fire Department*, the *Owner* of a *Property* with a wildfire hazard shall, within the time period specified by the *Fire Department*:

- (a) provide the *Fire Department* with a *Wildland Urban Interface Wildfire Threat Assessment* for the *Property* prepared by a qualified professional (who is not the *Owner* or *Occupier* of the *Property*) trained in conducting such assessments;
- (b) if the Wildland urban Interface Wildfire Threat Assessment indicates a “High” or “Extreme” Wildlife Threat Class, provide the *Fire Department* with a plan describing the work necessary to reduce the *Property’s* Wildfire Threat Class to “Moderate” or “Low”; and
- (c) undertake the work necessary to reduce the *Property’s* Wildfire Threat Class to “Moderate” or “Low”.

If the *Owner* of a *Property* subject to a request made under this Section 10.1 does not fulfill one or more of their obligations under this Section 10.1 within the time period specified by the *Fire Department*, the *Fire Department* may fulfill the *Owner’s* obligations under this Section 10.1 at the sole cost and expense of the *Owner*.

10.2 ACCUMULATION OF COMBUSTIBLES

- (a) No *Owner* or *Occupier* shall allow a *Property* to accumulate noxious waste, yard and garden waste, land clearing debris or any other material liable to catch fire.
- (b) A *Local Assistant*, or an *Officer* may order the *Owner* or *Occupier* of a *Property* to remove and dispose of any accumulation of noxious waste, yard and garden waste, land clearing debris or any other material liable to catch fire from the *Property*.
- (c) If an *Owner* or *Occupier* fails to comply with an order issued pursuant to Section 10.2(b), a *Local Assistant* or an *Officer* may remove and dispose of or cause the removal and disposal of any accumulation of noxious waste, yard and garden waste, land clearing debris or any other material liable to catch fire at the sole cost and expense of the *Owner* or *Occupier* subject to the order.

10.3 EXTERIOR WASTE RECEPTACLES AND WASTE MATERIAL

- (a) Containers used for the disposal, removal or storage of garbage, refuse, *Building* debris, papers or combustibles with any dimension greater than 1.5 meters shall:
 - (i) have lids kept closed at all times unless otherwise approved by the *Fire Chief*;
 - (ii) not be located within five (5) meters of any combustible *Building* or structure, unless stored within a non-combustible structure or in a location approved by the *Fire Chief*; or
 - (iii) be located up to one (1) meter from any combustible *Building* or structure if the container is of non-combustible construction, with a secured self-closing lid and has no hold open device.
- (b) No person, *Owner* or *Occupier* shall allow combustible waste materials or garbage to remain longer than forty-eight (48) hours in any street, lane, alley or sidewalk located so as to constitute a fire hazard to any *Property*.
- (c) A *Local Assistant*, or an *Officer* may order any person, *Owner* or *Occupier* to remove and dispose of any accumulation of combustible waste from a street, lane, alley or sidewalk.
- (d) If a person, *Owner* or *Occupier* fails to comply with an order issued pursuant to Section 10.3(c), a *Local Assistant* or an *Officer* may remove

and dispose of or cause the removal and disposal of any accumulated combustible waste at the sole cost and expense of the person, *Owner* or *Occupier* subject to the order.

10.4 SERVICE STATION SAFETY

A person operating a service station shall only employ as attendants persons who are trained in the emergency procedures, fire safety procedures, and operation of all emergency equipment and devices of a service station. This training must be current, ongoing, and documented. Current documentation of this training must be made available upon the request of a Member. For the purpose of this Bylaw, an attendant is a person who dispenses fuel at a service station and includes, but is not limited to, an operator and a cashier.

10.5 OPEN AIR BURNING

Except as provided in the "City of Prince George Clean Air Bylaw No. 8266, 2010" as amended, or authorized by a permit issued pursuant to Section 10.7, no *Open Burning* shall take place in *City of Prince George*.

10.6 BARBEQUES

- (a) With the exception of single or two-family dwellings and decks which are protected by an automatic sprinkler system, charcoal burners and other open flame cooking devices shall not be operated on combustible balconies or within three (3) metres of combustible *Buildings* or structures.
- (b) With the exception of single or two-family dwelling and the use of electric barbeques and liquid propane gas barbeques with a supply bottle of one (1) pound or less, liquid propane gas burners having a liquid propane gas container with a water capacity greater than 2.5 pounds (nominal 1 pound liquid propane gas capacity) shall not be located on combustible balconies or within three(3) metres of combustible construction.

10.7 BURNING PERMITS

The *Fire Chief* may issue a burning permit to the *Owner* or *Occupier* of a *Property* who is permitted to burn under the *Environmental Management Act*, however, such burning shall be in compliance with the *Open Burning Smoke Control Regulation*, BC Reg. 145/93, as amended.

10.8 SUSPENSION AND REVOCATION OF BURNING PERMIT

If the *Owner* or *Occupier* of the *Property* for which a burning permit has been issued does not comply with one or more of the conditions of the burning permit, the *Fire Chief* may immediately:

- (a) suspend such permit until he is satisfied that the *Owner* or *Occupier* of the *Property* is in compliance with all of the conditions of the burning permit or for another period of time he deems appropriate; or
- (b) revoke such burning permit.

10.9 SUSPENSION OF BURNING

If the *Fire Chief* or an *Officer* deems it expedient to do so, or if the *Fire Chief* or an *Officer* is of the opinion that hazardous fire conditions exist, the *Fire Chief* or an *Officer* may order a total ban on burning in the *City of Prince George* and may suspend or revoke any burning permit issued by pursuant to Section 10.8 for a period of time he deems appropriate.

10.10 VACANT AND FIRE DAMAGED BUILDINGS

- (a) The *Owner* of any vacant *Building* shall, at all times, keep all openings in such *Building* securely closed and fastened so as to prevent entry by unauthorized persons.
- (b) The *Owner* of any fire-damaged *Building* shall, at all times, ensure that the *Building* is guarded, or shall keep all openings in such *Building* securely closed and fastened so as to prevent entry by unauthorized persons.
- (c) If a *Member* finds a *Building* that is accessible contrary to Section 10.10(a) or (b), the *Member* may order the *Owner* of the *Building* to secure the *Building* against unauthorized entry. If an *Owner* fails to secure the *Building* against unauthorized entry within twenty-four (24) hours of receiving notice to do so, or if the *Member* is unable to contact the *Owner* within twenty-four (24) hours of finding the unsecured *Building*, the *Member* may secure or cause to be secured the *Building* in a manner he deems appropriate at the sole cost and expense of the *Owner*.

10.11 OCCUPANT LOAD

- (a) An *Owner, Occupier* or person in charge of a *Property* shall not suffer or permit the number of persons in a *Public Building* to exceed:
 - (i) the maximum number of persons permitted to enter a room calculated in conformance with the *Building Code* for all new construction; and/or
 - (ii) the maximum number of persons permitted to enter a room calculated in conformance with the *Fire Code* for all existing construction.
- (b) In *Assembly Occupancies* with an occupant load exceeding 60 persons or as required by the *Fire Code*, the occupant load sign shall:
 - (i) be posted in a conspicuous location near the principal entrance to the room or floor area;
 - (ii) be printed on paper acceptable to the *Fire Chief*;
 - (iii) be protected from damage using a protective covering or frame; and
 - (iv) be in a form prescribed by the *Fire Commissioner*.
- (c) The number of persons permitted to enter or remain in a *Building* with an assembly occupancy over 60 persons, or part thereof, shall not exceed the number posted in the occupant load sign referred to in Section 10.11(b).

10.12 COMMERCIAL COOKING EQUIPMENT

- (a) *Owners, Occupiers* or persons in charge of a *Property* shall, upon issuance of an occupancy permit, maintain commercial cooking equipment, exhaust and fire protection systems in conformance with NFPA 96, "Installation of Equipment for the Removal of Smoke and Grease-Laden Vapours from Commercial Cooking Equipment," as referenced in the *Fire Code*.
- (b) Hoods, grease removal devices, fans, ducts and other appurtenances of commercial kitchens shall be inspected on a weekly basis and cleaned as may be required to remove grease and other combustible residues. An *Owner* or *Occupier* of a commercial kitchen shall not allow deposits of grease or other combustible residues to accumulate in any part of the kitchen's exhaust system. All commercial kitchen exhaust systems shall

be serviced and cleaned at least every six months by a *Fire Protection Technician*.

- (c) *Owners, Occupiers* or persons using cooking equipment in fixed, mobile or temporary concessions, such as trucks, buses, trailers, pavilions, tents, or any form of roofed enclosure, shall comply with NFPA 96 "Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations," as referenced in the *Fire Code* unless otherwise exempted by the *Authority Having Jurisdiction*.

10.13 FIRE SAFETY SYSTEMS

- (a) No *Owner* or *Occupier* of a *Hotel* or *Public Building* shall alter, remove or discontinue service to any *Fire Safety System* without the express written approval of the *Fire Chief*.
- (b) If the *Owner* or *Occupier* of a *Hotel* or *Public Building* wishes to alter, remove or discontinue service to any *Fire Safety System* they shall obtain in writing the opinion of a registered professional skilled in the work concerned.
- (c) The *Owner* or *Occupier* of a *Hotel* or *Public Building* shall submit the opinion of the registered professional to the *Fire Chief* along with a cover letter asking for permission to alter, remove or discontinue service to any *Fire Safety System*.
- (d) The *Fire Chief* shall then review the opinion provided pursuant to Section 10.13(b) and approve the proposed alteration, removal or discontinuance of service to the *Fire Safety System* or reject the proposed alteration, removal or discontinuance of service to the *Fire Safety System* and provide reasons for such rejection within sixty (60) days. The *Fire Chief's* decision pursuant to this Section 10.13(d) will be based on the opinion of the registered professional and:
 - (i) The current occupancy of the *Building*;
 - (ii) The processes which occur in the *Building*; and,
 - (iii) Any other conditions which in the opinion of the *Fire Chief* warrant the need for *Fire Safety Systems*.

10.14 EXIT LIGHTING, EXIT SIGNS AND EMERGENCY LIGHTING

- (a) Exit lighting, exit signs and emergency lighting shall be provided in *Buildings* in conformance with the *Building Code*.
- (b) Exit lighting and exit signs shall be illuminated during times when the *Building* is occupied.
- (c) Emergency lighting, exit lighting and exit signs shall be maintained in operating condition, in conformance with the *Fire Code*.

10.15 PORTABLE FIRE EXTINGUISHERS

- (a) Portable extinguishers shall be located and installed in all *Buildings* except dwelling units in conformance with the *Fire Code*.
- (b) Except as otherwise required by the *Fire Code*, portable extinguishers shall be selected and installed in accordance with NFPA 10, "Portable Fire Extinguishers." 2007 Edition, or as amended by the *Fire Code* from time to time.
- (c) Portable extinguishers shall be maintained in accordance with the *Fire Code*.

10.16 FIRE PUMPS

Fire pumps shall be installed in conformance with the *Building Code* and inspected, tested and maintained in conformance with the *Fire Code*.

10.17 STANDPIPE & HOSE

Standpipe systems shall be designed, constructed, installed and tested in conformance with the *Building Code* and inspected, tested and maintained in conformance with the *Fire Code*.

10.18 SPECIAL FIRE SUPPRESSION SYSTEMS

Special fire suppression systems shall be designed, installed, inspected, tested and maintained in conformance with the *Building Code* and the *Fire Code*.

10.19 HOUSEKEEPING

Good housekeeping practices, as outlined in the *Fire Code* and any relevant NFPA standard, shall be identified and implemented by the *Owner* or *Occupier* of any *Public Building* or *Hotel*.

10.20 EXITS/CORRIDORS

- (a) Means of egress shall be provided in *Buildings* in conformance with the *Building Code* and maintained in conformance with the *Fire Code*.
- (b) Means of egress shall be continuously maintained free of all obstructions or impediments to full instant use in the case of fire or other emergencies.
- (c) No furnishings, decorations, or other objects shall obstruct exits or their access thereto, egress therefrom, or visibility thereof.
- (d) Exterior passageways and exterior exit stairs serving occupied *Buildings* shall be maintained free of snow and ice.

10.21 SERVICE EQUIPMENT

Fireplaces, solid fuel burning equipment, chimneys, flue pipes, heating, ventilating and air-conditioning appliances and equipment shall be constructed and installed in conformance with the *Building Code* and cleaned, maintained and repaired in conformance with the *Fire Code*.

10.22 DANGEROUS GOODS AND HAZARDOUS PRODUCTS

All *Dangerous Goods* and *Hazardous Products* referred to in the *Fire Code*, shall be stored, used or handled in conformance with the requirements of the *Fire Code*.

10.23 FIRE SEPARATION/WALLS

Where necessary, a fire separation required by the *Building Code* shall be repaired in conformance with the *Fire Code* so that the integrity of the fire separation is maintained. A fire separation includes, but is not limited to, a wall, a ceiling, a floor and a closure.

10.24 INDOOR STORAGE

Indoor storage in a *Public Building* or *Hotel* shall comply with the *Fire Code*. These storage requirements include, but are not limited to, the requirements identified in Division B, Parts 2 to 4 of the *Fire Code*.

10.25 OUTSIDE STORAGE AREAS

All outside storage areas shall be designed and maintained in compliance with the *Fire Code*.

PART 11. FIRE & EMERGENCY SERVICE ACCESS**11.1 FIRE SAFETY PLAN AND FIRE PRE-PLAN REQUIREMENTS**

All *Buildings*, sites, storage areas, or other areas shall have a fire safety plan as required by Division B, Part 2, Section 2.8 of the *Fire Code* (Emergency Planning), and a fire pre-plan in a form a substance acceptable to the *Fire Chief*. Measures within a fire safety plan shall be produced and submitted to the *Fire Department* for review. All fire safety plans and fire pre-plans shall be submitted on a form and diagram template acceptable to the *Fire Chief*. All *Owners* or *Occupiers* of occupancies for which a fire safety plan is required shall review their fire safety plans annually and submit any updated plans to the *Fire Chief* for review.

11.2 DIAGRAM FORMAT

All drawings contained within a Fire safety plan shall be in a form, including any digital format, approved by the *Fire Chief*.

11.3 FIRE SAFETY PLAN BOX

- (a) The *Fire Chief* may require the installation of an approved fire safety plan box. This box shall be mounted in a location acceptable to the *Fire Chief*.
- (b) The *Fire Chief* may require the installation of an approved *Fire Department* operations box in an acceptable location in all *High Buildings* or in other *Buildings* where, in the opinion of the *Fire Chief*, there is a need to provide reference material for *Members* in the event of an *Incident*. Fire pre-plans and fire safety plans shall be kept in the *Fire Department* operations box for reference by the *Fire Department*.

11.4 LOCK BOXES

All *Public Buildings* and *Hotels* that have a *Fire Alarm System* or an *Automatic Fire Sprinkler System* are required to have an approved, flush mounted, lock box permanently mounted in a location acceptable to the *Fire Chief*. Unless otherwise stated, the acceptable location will be at the principal entrance to the *Building* used by the *Fire Department* during an *Incident Response*.

For confirmation and installation instructions of an approved type of lock box, an *Owner* or *Occupier* should contact the *Fire Department*. The *Fire Chief* may waive the requirement for a flush-mounted lock box if the *Building* design does not enable the installation due to physical limitations.

- (a) Only a *Member* shall open lock boxes.
- (b) Keys placed inside the *Fire Department* lock box will be individually identified in a method acceptable to the *Fire Chief*.
- (c) *Owners* will supply keys to provide access to the following areas:
 - (i) Keys for all entry doors, service rooms and roof areas;
 - (ii) Keys for all doors that are locked from the exit stairs to floor areas;
 - (iii) Keys required to recall elevators and to permit independent operation of each elevator, and;
 - (iv) Keys for the fire safety plan box and the *Fire Alarm System* control panel, and the *Fire Department* Operations Box if present.

11.5 FIRE DEPARTMENT CONNECTIONS

- (a) Access to *Fire Department* connections shall be maintained free of obstruction at all times.
- (b) Where a *Fire Department* connection exists, a sign indicating the location of the *Fire Department* connection shall be posted in a location visible from the street or nearest point of *Fire Department* apparatus accessibility.
 - (i) Signs will be permanently marked and shall be constructed of weather-resistant metal or rigid plastic materials.

- (ii) Signs shall have white lettering not less than 50 mm high with a 12 mm stroke on a red background.
- (c) Where a *Fire Department* connection serves only a portion of a *Building*, a sign shall be posted indicating the portions of the *Building* served.
- (d) A sign shall be posted indicating the pressure required at the inlets to deliver the system demand.
- (e) Where a *Fire Department* connection services multiple *Buildings*, structures or locations, a sign shall be provided indicating the *Buildings*, structures or locations served.
- (f) All *Fire Department* connections shall have protective caps, which shall be kept in place at all times. Where the protective caps are missing, the *Fire Department* connections shall be examined for accumulated refuse, back flushed when conditions warrant, and the caps replaced.
- (g) Unless otherwise approved by the *Fire Chief*, the *Fire Department* connections will be located in proximity to the principal entrance to the *Building* used by the *Fire Department* during an *Incident Response*.

11.6 HIGH BUILDINGS

In *High Buildings* the fire safety plans shall provide a fire fighting operation manual prepared by the *Owner* of the *High Building* in cooperation with the *Fire Department* that includes, but is not limited to, the following:

- (a) the training of supervisory staff on the use of the voice communication system;
- (b) the procedures for the use of elevators;
- (c) the actions to be taken by supervisory staff in initiating any smoke control or other fire emergency systems installed in a *Building* in the event of fire until the *Fire Department* arrives;
- (d) instructions for the operations of the systems referred to in Section 11.6 (a), (b) and (c); and
- (e) the procedures established to facilitate *Fire Department* access to the *High Building* and fire location within the *High Building*.

11.7 SIGNAGE

Every Owner of a *Hotel* or *Public Building* shall comply with the following signage requirements:

- (a) Fire Door Signage: all fire doors that are required to be kept in the closed position shall have a sign with the words "FIRE DOOR KEEP CLOSED" posted on the side of the door, which is visible when the door is in the open position. The letters of the sign shall be at least twenty-five (25) mm high.
- (b) Room Identification: all storage and service room doors shall be labeled as to their use, e.g. laundry room; electrical room; boiler room; elevator room. The letters of the sign shall be at least twenty-five (25) mm high.

11.8 ADDRESSING OF OCCUPANCIES

- (a) An Owner of *Property* in the *City of Prince George* shall ensure that street addresses and suite numbers are displayed in accordance with the following requirements:
 - (i) the civic address that the *Municipality* has assigned to that *Property* shall be displayed and shall be legible from the street or roadway fronting the *Property* at all times of day and night, with each address number being not less than one hundred (100) mm in height;
 - (ii) where a *Property* includes multiple *Buildings* with separate addresses assigned to each of the *Buildings*, the *Building* address shall be displayed on each *Building* in accordance with Section 11.8(a)(i);
 - (iii) where more than one *Property* is accessed by a common driveway, the civic address for each *Property* shall be displayed at the entry to the driveway in accordance with Section 11.8(a)(i);
 - (iv) where a *Building* is set back from the street or roadway fronting the *Property* such that the assigned civic address is not clearly identifiable due to the distance from the street or roadway, or where landscaping or architectural appendages or other obstructions obstruct the visibility, the assigned civic address shall be displayed at the driveway entrance from the street or roadway serving the *Building* as well as on the *Building* itself;

- (v) where a *Building* includes multiple units with separate suite numbers assigned to each unit, the suite number for each unit shall be displayed in a visible location at the entry to the unit, with each suite number being not less than 100 mm in height; and
 - (vi) all letters and numbers shall be of a colour which contrasts with the background colour of the *Building* or other surface on which they are mounted.
- (b) The *Owners* or *Occupiers* of *Property* located in a *Multi-Residential Complex* shall ensure that a site plan for the complex is posted at the main driveway entrance to the *Multi-Residential Complex*, which site plan shall:
- (i) be visible at all times of day and night upon entry to the *Multi-Residential Complex*;
 - (ii) indicate the location, address or number of each unit in the *Multi-Residential Complex*, and the points of access to each unit; and
 - (iii) be of a size that enables *Members* to easily read and determine the location and address of each unit without having to exit the emergency response vehicle.

PART 12. CONTACT PERSONS

12.1 OWNER OR OCCUPANT RESPONSIBILITY

The *Owner* or *Occupier* of a *Property* with a *Fire Alarm System* or an *Automatic Fire Sprinkler System* either monitored or unmonitored shall provide a list of at least two (2) *Contact Persons* who are able to attend, enter and secure the *Property*. The *Owner* or *Occupier* shall ensure that this list is current and that the *Fire Department* is provided with an updated list as changes are made.

12.2 RESPONSIBILITY OF CONTACT PERSONS

A *Contact Person* must be able to attend the *Property* within 45 minutes when requested by the *Fire Department*. Once the *Contact Person* has arrived at the *Property*, the *Contact Person* shall:

- (a) contact the *Officer in Command* at the scene;
- (b) be able to provide access to, or contact the person who has access to, the area of the *Property* involved in the *Incident Response*;

- (c) be able to secure, or to have the area of the *Property* involved in the *Incident Response*, secured;
- (d) perform a *Fire Watch* where required or assign persons to perform a *Fire Watch*;
- (e) be authorized to contact a *Fire Protection Technician* to test, reset, or repair the *Fire Alarm System* as necessary.

12.3 FAILURE OF CONTACT PERSONS TO ATTEND

Where a *Contact Person* fails to respond to a *Fire Alarm* and attend the *Property* within 45 minutes of the *Fire Department's* initial attempt to contact them, the *Fire Department* may use whatever means are necessary to gain entry to the *Property* to investigate the *Fire Alarm* without payment to the *Owner* or *Occupier* of any compensation whatsoever for damage caused to the *Property* caused by such forced entry.

PART 13 FIRE WATCH

The *Owner* or *Occupier* of an occupied *Public Building* in which the *Fire Alarm System*, *Automatic Fire Sprinkler System*, or emergency power system or a portion thereof is not operating shall institute and maintain in that *Public Building* a *Fire Watch* until that system is in operation.

A *Fire Watch* shall include the following activities:

- (a) posting of written notices at all entrances and exits on each floor stating that a *Fire Watch* is in effect and its expected duration;
- (b) a physical inspection of all public areas equipped with a fire alarm detection device;
- (c) notation in an entry book at least every hour of the conditions in the *Public Building* by the person or persons performing the *Fire Watch*;
- (d) provision on site of a communications device capable of making a 911 call; and
- (e) posting of instructions in the *Public Building* as to the alternate actions to be taken in the case of an *Incident*. If a fire safety plan exists for the *Public Building*, the instructions shall be in accordance with the fire safety plan.

PART 14 FIRE PROTECTION TECHNICIANS

- 14.1** Every *Fire Protection Technician* responsible for the inspection and testing of *Fire Safety Systems* within the *City of Prince George* shall be certified by *ASTTBC*.
- 14.2** All *Fire Safety Systems* in *Hotels* and *Public Buildings* within the boundaries of the *City of Prince George* shall be inspected and tested by a *Fire Protection Technician* in accordance with the requirements of the *Fire Services Act* and its associated regulations.
- 14.3** Where a *Fire Protection Technician* has inspected or tested a *Fire Safety System* pursuant to Section 14.2, the *Fire Protection Technician* shall label the equipment and maintain records in a manner acceptable to *ASTTBC* and the *Authority Having Jurisdiction*.

PART 15 FIRE ALARM SYSTEMS

15.1 RESPONSIBILITIES OF PROPERTY OWNER

The *Owner* of a *Hotel* or *Public Building* which has a *Fire Alarm System* shall ensure that the *Fire Alarm System* is maintained in fully functional operating condition at all times.

15.2 CONTACT MONITORING COMPANY

The *Owner* of a *Building* with a monitored *Fire Alarm System* shall contact the monitoring company prior to any service, test, repair, maintenance, adjustment, alteration or installation of the *Fire Alarm System* which might activate a *False Alarm*.

15.3 ORDER CONTACT PERSON TO TEST, REPAIR OR RESET FIRE ALARM

When the *Fire Department* responds to a fire alarm *Incident* in a *Hotel* or *Public Building*, an order, in the form approved by the *Fire Chief*, shall be issued to the *Contact Person*. The *Contact Person* shall take all steps identified on the form by the *Officer* or *Member*. These steps may include, but are not limited to:

- (a) notifying a *Fire Protection Technician* to repair the *Fire Alarm System*;
- (b) evacuating the *Building*;
- (c) maintaining a *Fire Watch*; and
- (d) contacting the *Fire Department* when the *Fire Alarm System* is fully functional.

15.4 ORDER FIRE PROTECTION TECHNICIAN TO TEST, REPAIR OR RESET FIRE ALARM

Where a *Contact Person* fails to respond to a *Fire Alarm* and attend the *Property* within 45 minutes of the *Fire Department's* initial attempt to contact them, an *Officer* or *Member* shall contact or have contacted a *Fire Protection Technician*. The *Officer* or *Member* shall issue an order, in the form approved by the *Fire Chief*, to the *Fire Protection Technician* to test, repair or reset the fire alarm when they arrive at the *Building*. The *Officer* or *Member* may notify a security company to provide a *Fire Watch* where necessary, and at the sole cost and expense of the *Owner* of the *Building*.

15.5 LOCATION OF ANNUNCIATOR PANEL

If a *Building* is required by the *Building Code* to have an annunciator panel, the panel shall be located at the principal entrance to the *Building* used by the *Fire Department* during a fire *Incident Response*. The annunciator panel will be a graphic design approved by the *Fire Chief*.

PART 16 AUTOMATIC FIRE SPRINKLER SYSTEM**16.1 RESPONSIBILITY OF OWNER**

The *Owner* of a *Hotel* or *Public Building* which has an *Automatic Fire Sprinkler System* shall ensure that the system is maintained in good operating condition at all times.

16.2 CONTACT MONITORING COMPANY

The *Owner* of a *Hotel* or *Public Building* with a monitored *Fire Alarm System* shall contact the monitoring company prior to any service, test, repair, maintenance, adjustment, alteration or installation of the *Automatic Fire Sprinkler System* which might activate a *False Alarm*.

16.3 SYSTEM IMPAIRMENTS

The *Owner*, the *Owner's* authorized agent or the *Occupier* shall ensure that the requirements of NFPA 25, Chapter 14 "Impairments" are implemented when an *Automatic Fire Sprinkler System* or part thereof, is removed from service either through preplanned or emergency impairment.

16.4 FIRE DEPARTMENT ACCESS

A minimum of 91 mm of clear space shall be maintained to permit access to and operation of *Fire Prevention Equipment*, *Fire Department* inlet connections, or fire protection system control valves.

PART 17 PROTECTIVE SIGNALING SYSTEMS

17.1 ALARM SERVICE PROVIDER

For any *Public Building* or *Hotel* with a monitored *Fire Alarm System* required by the *Building Code* to notify the *Fire Department* that an alarm signal has been initiated, the fire alarm transmitter shall be installed and monitored in accordance with CAN/ULC-S561 by a ULC Listed alarm service provider certified in "Protective Signaling Systems (Sprinkler & Fire Panels)". Such an alarm service provider shall:

- (a) have a valid business license issued by the *Municipality*;
- (b) provide and post the ULC certificate by the main fire alarm panel;
- (c) maintain all program components as required for certification by ULC.

PART 18 PRIVATE HYDRANTS

18.1 CONFLICT

In the event of a conflict between the provisions of Part 18 of this Bylaw and provisions of the *Municipality's* Water, Regulations and Rates, Bylaw No. 7479, 2003, the provisions of Part 18 of this Bylaw shall prevail.

18.2 OWNER REQUIREMENTS

The owner of a Private Hydrant shall have the Private Hydrant inspected, tested and maintained by a Fire Protection Technician or qualified maintenance personnel (as approved by the Fire Chief) annually between May 1 and July 1 in the calendar year.

18.3 HYDRANT REPAIRS

The *Owner* shall promptly correct or repair deficiencies, damaged parts, or impairments found during an inspection, test and maintenance requirements of NFPA 25 "Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems". If such report of deficiencies and impairments is not carried out by the *Owner*, the *Fire Chief* may cause such repairs to be done by the *Municipality*, at the sole cost of the *Owner* of the *Private Hydrant*.

18.4 ACCESS TO HYDRANT

The *Owner of Property* which has a *Private Hydrant* shall ensure that the *Private Hydrant* may be safely accessed by the *Fire Department* at all times. Safe access includes ensuring a path not less than 1 metre in width is maintained to the *Private Hydrant*, that a space not less than 1 metre is maintained around the *Private Hydrant* and that the *Private Hydrant* is visible to approaching fire crews using any available access route.

18.5 FAILURE TO MAINTAIN ACCESS

If safe access to the *Private Hydrant* is not maintained, the *Fire Chief* may remove or caused to be removed any obstruction preventing safe access to the *Private Hydrant*, at the sole cost and expense of the *Owner of the Private Hydrant*.

18.6 HYDRANT OUT OF SERVICE

The *Owner of a Private Hydrant* shall ensure that the requirements of NFPA 25, Chapter 14 "Impairments" are implemented when a *Private Hydrant* is removed from service either through preplanned or emergency impairment.

PART 19 HOUSES USED FOR BOARDERS, LODGERS AND ROOMERS

19.1 OWNER RESPONSIBILITIES

- (a) The *Owner* of a single detached house in the *City of Prince George* containing approved multiple suites or tenancies shall ensure that working *Smoke Alarms* conforming to CAN/ULC-S531 are installed in accordance with the *Fire Code* and, without limitation:
 - (i) At least one *Smoke Alarm* is required on each floor level, including a basement;
 - (ii) Each bedroom is to be protected by a *Smoke Alarm* either inside the bedroom or, if outside, within 5 m of the bedroom door;
 - (iii) The distance between *Smoke Alarms* on the same level shall not exceed 15m; and
 - (iv) Each *Smoke Alarm* shall be installed as per the manufacturer's instructions.
- (b) The *Owner* of a single detached house in the *City of Prince George*, containing approved multiple suites or tenancies, shall ensure that a

working carbon monoxide detector is installed in accordance with the *Building Code*.

- (c) The *Owner* of a single detached house in the *City of Prince George* containing approved multiple suites or tenancies shall ensure that the exit requirements of the *Building Code* are met and that all required exits are maintained in accordance with the *Fire Code*.
- (d) The *Owner* of a single detached house in the *City of Prince George* containing approved multiple suites or tenancies shall ensure that the fire separation requirements of the *Building Code* are met and that all separation requirements are maintained in accordance with the *Fire Code*.

19.2 FREQUENCY FOR REPLACEMENT OF SMOKE ALARMS AND CO DETECTORS

Every *Owner* of a single detached house in the *City of Prince George* containing approved multiple suites or tenancies shall replace each *Smoke Alarm* and carbon monoxide detector installed under Sections 19.1(a) and (b) in accordance with the manufacturer's rated service life for the alarm/detector.

PART 20 FIREWORKS

20.1 AGE REQUIREMENT

- (a) No person under the age of 18 years shall light, hold or explode any fireworks at any time.
- (b) No person under the age of 18 years shall possess any fireworks in the *City of Prince George*.
- (c) No person shall sell, give or dispose of any fireworks of any class or description to a person who is under the age of 18 years.

20.2 CONSUMER FIREWORKS SALES PERMIT

The *Fire Chief* or an *Officer* designated by him is authorized to issue a permit to sell *Consumer Fireworks* from a place of business within the *City of Prince George*, subject to the following terms:

- (a) All applications to sell *Consumer Fireworks* shall be in writing, addressed to the *Fire Chief* or an *Officer* designated by him and on a form prescribed for that purpose by the *Fire Chief*;

- (b) An applicant to sell *Consumer Fireworks* must have a valid business licence issued by the *Municipality*;
- (c) The *Property* where the *Consumer Fireworks* will be dispensed must be inspected and approved by the *Fire Department* in advance;
- (d) All storage areas must meet the requirements set out in the Natural Resources Canada "Consumer Fireworks Retail Package", as amended;
- (e) *Consumer Fireworks* may only be dispensed from the location specified in the permit;
- (f) the permit will expire after one year.

20.3 AUTHORIZED DATES OF SALES

No person shall sell or dispose of *Consumer Fireworks* or *Display Fireworks* except between:

- (a) the twenty-fifth (25th) day of June and the first (1st) day of July in each calendar year;
- (b) the twenty-fourth (24th) day of October and the thirty-first (31st) day of October in each calendar year; and
- (c) the twenty-seventh (27th) day of December and the thirty-first (31st) day of December in each calendar year.

20.4 RESTRICTION ON USE OF FIREWORKS

No person shall discharge, propel, point or throw *Consumer Fireworks* or *Display Fireworks* at any person, animal, vehicle, *Building* or structure.

20.5 RESTRICTED AREAS FOR FIREWORKS

No person shall explode any *Consumer Fireworks* or *Display Fireworks* on any highway, street, park, playground, school grounds or any other public place within the *City of Prince George* without the express written consent of the *Owner* of the highway, street, park, playground, school grounds or other public place.

20.6 LIGHTING OF FIREWORKS ONLY PERMITTED ON SPECIFIED DATES

Except as authorized by a permit issued pursuant to Section 20.7 or Section 20.10, no person shall light or explode any fireworks within the *City of Prince George* at any time except on:

- (a) the first (1st) day of July in each calendar year;
- (b) the thirty-first (31st) day of October in each calendar year;
- (c) the thirty-first (31st) day of December in each calendar year;

20.7 CONSUMER FIREWORKS PERMITS

- (a) The *Fire Chief* or an *Officer* designated by him is authorized to issue a permit to light or explode *Consumer Fireworks* to:
 - (i) a person who is 18 years of age or older, or
 - (ii) an organization represented by a person who is over the age of 18 years, for the purpose of the observance or celebration of a special event or festival.
- (b) An application for a permit issued pursuant to this Section 20.7 shall be in writing on a form prescribed for that purpose by the *Fire Chief*, and addressed to the *Fire Chief* or an *Officer* designated by him.

20.8 LIGHTING OF DISPLAY FIREWORKS OR PYROTECHNIC SPECIAL EFFECTS

No person shall explode, light, or activate *Display Fireworks* or *Pyrotechnic Special Effects* unless authorized to do so by a permit issued pursuant to Section 20.10.

20.9 SALE OF DISPLAY FIREWORKS OR PYROTECHNIC SPECIAL EFFECTS

No person shall sell, give or dispose of *Display Fireworks* or *Pyrotechnic Special Effects* to any other person unless that other person is a holder of a permit issued pursuant to Section 20.10.

20.10 DISPLAY FIREWORKS AND PYROTECHNICS SPECIAL EFFECTS PERMITS

- (a) The *Fire Chief* or an *Officer* designated by him is authorized to issue a permit to light or explode *Display Fireworks* or *Pyrotechnic Special Effects* to a person who is over the age of 18 years and has a valid certification as required by the Explosives Regulatory Division of Natural Resources Canada, provided that the applicant meets all the requirements of this Bylaw and first:
 - (i) submits a copy of the Explosives Regulatory Division event approval;
 - (ii) submits a fire safety plan in a form acceptable to the *Fire Chief*;

- (iii) submits an event and site plan detailing how the *Display Fireworks* or *Pyrotechnic Special Effects* will be used and all appropriate safety measures for the event and all persons in attendance;
 - (iv) submits proof that the applicant meets the Insurance Requirements as laid out in Schedule "A" of this Bylaw; and
 - (v) submits proof acceptable to the *Fire Chief*, or an *Officer*, that the applicant holds either a valid Supervisors Level 1 card, or for unconventional sites as defined by the Explosives Regulatory Division, a valid Supervisors Level 2 card, issued by the Explosives Regulatory Division or Department of Natural Resources Canada.
- (b) Every permit issued pursuant to this Section 20.10 shall:
 - (i) specify the *Display Fireworks* and *Pyrotechnic Special Effects* that the permit holder is authorized to light or explode; and
 - (ii) specify the day on which and the hours during which the *Display Fireworks* and *Pyrotechnic Special Effects* may be discharged and used, and the description of the *Property* or place where the *Display Fireworks* and *Pyrotechnic Special Effects* may be discharged and used.
- (c) Every holder of a permit under this Section 20.10 shall:
 - (i) present the permit to the seller of *Display Fireworks* or *Pyrotechnic Special Effects*;
 - (ii) light or explode only those *Display Fireworks* and *Pyrotechnic Special Effects* specified in the permit;
 - (iii) light or explode the *Display Fireworks* and *Pyrotechnic Special Effects* only in accordance with the terms of the permit;
 - (iv) light or explode the *Display Fireworks* and *Pyrotechnic Special Effects* only in accordance with the fire safety plan;
 - (v) ensure that the *Display Fireworks* and *Pyrotechnic Special Effects* are only lit or exploded under their direct supervision and responsibility; and
 - (vi) ensure that the use, handling, discharge, sale, possession and storage of the *Display Fireworks* and *Pyrotechnic Special Effects* shall comply with the regulations made pursuant to the *Explosives Act*, R.S.C., 1985, c. E-17, the fireworks manual published by the

Explosives Regulatory Division, and this Bylaw.

20.11 FIRE PROTECTION FOR *PYROTECHNIC SPECIAL EFFECTS*

Fire protection may be provided for *Pyrotechnic Special Effect* displays at a rate approved by the *Fire Chief*.

PART 21 PERMITS

21.1 POWERS OF THE FIRE CHIEF

The *Fire Chief* is authorized to establish and issue permits, certificates, and approvals pertaining to conditions, operations, or materials hazardous to life or *Property* pursuant to this Bylaw.

21.2 APPLICATIONS FOR PERMITS

Applications for permits shall be made to the *Fire Chief* on forms provided by the *Fire Department* and shall include the applicant's answers in full to inquiries set forth on such forms.

- (a) Applications for permits shall be accompanied by any data required by the *Fire Chief* and by the fees provided for in the Fees and Charges Bylaw; provided however, that where a fee is not specified in the Fees and Charges Bylaw, the fee that the *Fire Chief* deems appropriate.
- (b) The *Fire Chief* shall review all applications submitted and issue permits as required.
- (c) If an application for a permit is rejected by the *Fire Chief*, the *Fire Chief* or his designate shall advise the applicant of the reasons for such rejection.
- (d) Permits for activities requiring evidence of financial responsibility by the *Municipality* shall not be issued unless proof of required financial responsibility is furnished.

21.3 CONDITIONS OF APPROVAL

- (a) Any conditions of the initial approval by the *Fire Chief* of a use permit, occupancy permit, or building permit shall remain with the use permit,

occupancy permit, permit or building permit unless modified by the *Fire Chief*.

- (b) The *Fire Chief* may require conditions of approval be memorialized via recording in the public records, as part of the plat, permit, or other method as approved by the *Fire Chief*.

21.4 APPROVALS BY OTHER REGULATORY AGENCIES

- (a) The *Fire Chief* may require evidence to show that other regulatory agencies having jurisdiction over the design, construction, alteration, repair, equipping, maintenance, processing, and relocation of structures have issued appropriate approvals.
- (b) The *Fire Chief* shall not be held responsible for enforcement of the regulations of other regulatory agencies unless specifically mandated to enforce those agencies' regulations.

21.5 MISREPRESENTATION

- (a) No person shall attempt to misrepresent or otherwise deliberately or knowingly design; install; service; maintain; operate; sell; represent for sale; falsify records, reports, or applications; or other related activity in violation of the requirements prescribed in this Bylaw.
- (b) A violation pursuant to Section 21.5(a) shall be cause for immediate suspension or revocation of any approvals, certificates, or permits issued by the *Municipality* and shall be subject to any applicable criminal or civil penalties imposed by a court of competent jurisdiction.

21.6 ISSUANCE OF PERMITS

A permit shall be predicated upon compliance with the requirements of this Bylaw and shall constitute written authority issued by the *Fire Chief* to maintain, store, use, or handle materials; to conduct processes that could produce conditions hazardous to life or *Property*; or to install equipment used in connection with such activities.

- (a) Any permit issued under this Bylaw shall not take the place of any other approval, certificate, license, or permit required by other regulations or bylaws of the *Municipality*.

- (b) Where additional permits, approvals, certificates, or licenses are required by other agencies, approval shall be obtained from those other agencies.
- (c) The *Fire Chief* shall have the authority to require an inspection prior to the issuance of a permit.
- (d) A permit issued under this Bylaw shall continue until revoked or for the period of time designated on the permit.
- (e) The permit shall be issued to one person or business only and for the location or purpose described in the permit.
- (f) Any change that affects any of the conditions of the permit shall require a new or amended permit.
- (g) The *Fire Chief* is authorized to grant an extension of a permit time period upon presentation by the permittee of a satisfactory reason for failure to start or complete the work or activity authorized by the permit.
- (h) A copy of the permit shall be posted or otherwise readily available at each place of operation and shall be subject to inspection as specified by the *Fire Chief*.
- (i) Any activity authorized by any permit issued under this Bylaw shall be conducted by the permittee or the permittee's agents or employees in compliance with all requirements of this Bylaw applicable thereto and in accordance with the approved plans and specifications.
- (j) No permit issued under this Bylaw shall be interpreted to justify a violation of any provision of this Bylaw or any other applicable law or regulation.
- (k) Any addition or alteration of approved plans or specifications shall be approved in advance by the *Fire Chief*, as evidenced by the issuance of a new or amended permit.
- (l) Permits will be issued by the *Fire Chief* and shall indicate the following:
 - (i) the operation, activities, or construction for which the permit is issued;

- (ii) the address or location where the operation, activity, or construction is to be conducted;
 - (iii) the name, address, and phone number of the permittee;
 - (iv) the permit number
 - (v) the period of validity of the permit;
 - (vi) the inspection requirements;
 - (vii) the name of the agency authorizing the permit;
 - (viii) the date of issuance; and
 - (ix) any conditions of the permit, as determined by the *Fire Chief*.
- (m) An application for, or acceptance of, a permit requested or issued pursuant to this Bylaw shall constitute agreement and consent by the person making the application or accepting the permit to allow the *Fire Chief* to enter the address or location named in the permit at any reasonable time to conduct an inspection.
- (n) No person shall make a false statement in relation to an application for a permit or with respect to any reports or information provided to the *Fire Chief*.
- (o) No permit issued pursuant to this Bylaw or any interest in the said permit shall be transferred or assigned. Where a permit holder sells, transfers, or otherwise disposes of the *Property* in respect of which a subsisting permit has been issued, they shall forthwith cease the permitted activities, and the permit shall become void and of no effect, and shall be returned to the *Fire Chief*.

21.7 RENEWAL OF PERMITS

- (a) A permit may be renewed for an additional term not to exceed one month at the request of the applicant if the *Fire Chief* determines that the applicant is in full compliance with the permit and this Bylaw.
- (b) There shall be no obligation upon the *Fire Chief* to renew any permit upon expiry of the permit.

- (c) An application for renewal of a permit or part thereof shall be made in the same manner as provided herein for a new permit, with the non-refundable renewal fee as specified in the Fees and Charges Bylaw.

21.8 SUSPENSION OR REVOCATION OF PERMITS

- (a) The *Fire Chief* may suspend any permit where the *Fire Chief* is of the opinion that there is a contravention of or non-compliance with the terms and conditions of the permit, this Bylaw, or any other bylaw of the *Municipality*. The permit shall remain suspended until, in the opinion of the *Fire Chief*, compliance is obtained.
- (b) Where a permit is suspended, the *Fire Chief* will cause written notice of suspension to be delivered to the permittee by registered mail and to be posted on the *Property* specified in the permit where possible. The notice will provide a general description of the reason for the suspension. If the contravention or non-compliance is not rectified by a date specified by the *Fire Chief* or the *Owner* of the *Property* specified in the permit is unable to provide reasonable assurances to the *Fire Chief* that the contravention or non-compliance will be rectified in an expeditious manner, the *Fire Chief* may revoke the permit permanently.
- (c) In addition to the suspension or revocation of a permit in accordance with this Bylaw, the *Municipality* is entitled to pursue any other rights and remedies which it may have for a contravention of or non-compliance with the permit, this Bylaw, or any other bylaw of the *Municipality*, including, without limitation, any of the enforcement provisions contained in this Bylaw or provincial statutes.

21.9 RECONSIDERATION BY THE FIRE CHIEF

Where an applicant for a permit pursuant to this Bylaw is dissatisfied with a decision made with respect to a permit application, renewal, suspension or revocation, they may, within 30 days, request a reconsideration of such decision by the *Fire Chief*. The *Fire Chief* shall then reconsider such decision and alter or confirm such decision with written reasons within 30 days. A decision of the *Fire Chief* on reconsideration shall be final.

PART 22 STANDARD OF WORK

Where work being completed is not covered by the *Building Code*, the *Fire Code* or this Bylaw, the *Fire Chief* may, in the interest of safety, adopt the latest edition of the National Fire Protection Association codes, standards, recommended practices and manuals by reference or equivalent.

PART 23 COST RECOVERY, FEES & CHARGES

23.1 GENERAL

The *Municipality* may recover the costs and expenses of providing an *Incident Response* as outlined in this Bylaw and the Fees and Charges Bylaw, jointly and severally from any person, *Owner* or *Occupier*.

23.2 FIRE INVESTIGATION AND REPORT

If a *Member* conducts a fire investigation and completes a fire investigation report with respect to an *Incident*, the *Owner* or *Occupier* of the *Property* where the *Incident* occurred shall pay to the *Municipality* within thirty (30) days of demand of same, the actual costs and expenses incurred by or on behalf of the *Municipality* to conduct the fire investigation and to complete the fire investigation report.

23.3 CONTAMINATED, DAMAGED OR DESTROYED FIRE DEPARTMENT EQUIPMENT

If *Fire Department* equipment is contaminated, damaged or destroyed as a result of an *Incident*, the *Owner* or *Occupier* of the *Property* where the *Incident* occurred shall pay to the *Municipality* within thirty (30) days of demand of same, the actual costs and expenses incurred by or on behalf of the *Fire Department* to clean, repair or replace such equipment.

23.4 WILDLAND URBAN INTERFACE – EXISTING DEVELOPMENT

If the *Fire Department* has fulfilled one or more of an *Owner's* obligations pursuant to Section 10.1, the *Owner* shall pay to the *Municipality* within thirty (30) days of demand of same, the actual costs and expenses incurred by or on behalf of the *Municipality* to fulfill the *Owner's* obligations under Section 10.1.

23.5 ACCUMULATION OF COMBUSTIBLES

If a *Local Assistant* or an *Officer* removes or causes the removal of any accumulation of noxious waste, yard and garden waste, land clearing debris or any other material liable to catch fire from a *Property* pursuant to Section 10.2, the *Owner* of that *Property* shall pay to the *Municipality* within thirty (30) days of demand of same, the actual costs and

expenses incurred by or on behalf of the *Municipality* to remove or cause the removal of the noxious waste, yard and garden waste, land clearing debris or any other material liable to catch fire from the *Property*.

23.6 EXTERIOR WASTE RECEPTACLES AND WASTE MATERIAL

If a *Local Assistant* or an *Officer* removes or causes the removal of any accumulated combustible waste from a *Property* pursuant to Section 10.3(d), the *Owner* of that *Property* shall pay to the *Municipality* within thirty (30) days of demand of same, the actual costs and expenses incurred by or on behalf of the *Municipality* to remove or cause the removal of the accumulated combustible waste from the *Property*. Any amount unpaid together with interest thereon on the 31st day of December in any year shall be added to and form part of the property taxes payable in respect of the *Property*.

23.7 BURNING WITHOUT A BURNING PERMIT

If the Fire Department provides Incident Response at a *Property* for which no burning permit has been issued and the *Incident* is a result of *Open Burning* at the *Property*, the *Owner* of the *Property* shall pay to the *Municipality* within thirty (30) days of demand of same, the actual costs and expenses incurred by or on behalf of the *Municipality* to provide *Incident Response* at the *Property*.

23.8 FAILURE TO COMPLY WITH BURNING PERMIT

If the Fire Department provides Incident Response at a *Property* for which a burning permit has been issued and the *Incident* is a result of non-compliance with the burning permit, the *Owner* of the *Property* shall pay to the *Municipality* within thirty (30) days of demand of same, the actual costs and expenses incurred by or on behalf of the *Municipality* to provide *Incident Response* at the *Property*.

23.9 SECURING A VACANT OR FIRE-DAMAGED BUILDING

If the *Fire Department* secures a vacant or fire-damaged *Building* pursuant to Section 10.10(c), the *Owner* of the *Property* shall pay to the *Municipality* within thirty (30) days of demand of same, the actual costs and expenses incurred by or on behalf of the *Municipality* to secure the vacant or fire-damaged *Building*. Any amount unpaid together with interest thereon on the 31st day of December in any year shall be added to and form part of the property taxes payable in respect of the *Property*.

23.10 FIRE WATCH COSTS

If the *Officer* or *Member* contracts a security company to perform a Fire Watch pursuant to Section 15.4, the *Owner* of the *Property* shall pay to the *Municipality* within thirty (30) days of demand of same, the actual costs and expenses incurred by or on behalf of the *Municipality* to contract a security company to perform the *Fire Watch*.

23.11 FIRE PROTECTION TECHNICIAN COSTS

If a *Member* contacts a *Fire Protection Technician* to test, reset or repair an *Automatic Fire Sprinkler System* and/or the *Fire Alarm System*, the *Owner* of the *Property* shall pay to the *Municipality* within thirty (30) days of demand of same, the actual costs and expenses incurred by or on behalf of the *Municipality* to pay the *Fire Protection Technician* to test, reset or repair the *Automatic Fire Sprinkler System* and/or the *Fire Alarm System*. Any amount unpaid together with interest thereon on the 31st day of December in any year shall be added to and form part of the property taxes payable in respect of the *Property*.

23.12 PRIVATE HYDRANT TESTING

If the Utilities Operations Department of the *Municipality* or a *Fire Protection Technician* conducts testing pursuant to Section 18.2, the *Owner* or *Occupier* of the *Property* for which the testing was conducted shall pay to the *Municipality* within thirty (30) days of demand of same, the actual costs and expenses incurred by or on behalf of the *Municipality* to conduct the testing.

23.13 FAILURE TO MAINTAIN PRIVATE HYDRANT AND ACCESS TO PRIVATE HYDRANT

If the Utilities Operations Department of the *Municipality* repairs a *Private Hydrant* pursuant to Section 18.3 or removes or causes to be removed obstructions to a *Private Hydrant* pursuant to Section 18.5, the *Owner* of the *Private Hydrant* shall pay to the *Municipality* within thirty (30) days of demand of same, the actual costs and expenses incurred by or on behalf of the *Municipality* to remove or cause to be removed obstructions to the private fire hydrant.

23.14 INSPECTION FEES

If a *Member* is required to attend a *Property* more than once for the purpose of conducting an inspection of the *Property*, either because the *Owner* or *Occupier* of the *Property* did not provide the *Member* with access to the *Property* in accordance with the *Notice of Inspection*, because the *Property* was not in compliance with this Bylaw, the *Fire Code* or the *Building Code*, or because the *Member* was requested by the *Owner* or the owner's authorized agent to conduct an additional inspection, the *Owner* or *Occupier* shall immediately pay to the *Municipality* a fee set out in the *Fees and Charges Bylaw* for each time a member attended at the *Property* for the purpose of conducting an inspection, whether or not an inspection was conducted.

23.15 FAILURE OF CONTACT PERSONS TO ATTEND

If a *Contact Person* fails to respond to a fire alarm and attend the *Property* within 45 minutes of the initial attempt to contact, the *Owner* of the *Property* shall pay to the *Municipality* \$400.00 for each hour that a *Member* is in attendance at the *Property* in response to the fire alarm and \$150.00 for each fire inspection conducted at the *Property* in response to the fire alarm.

23.16 FALSE ALARMS

The *Owner* or *Occupier* of a *Hotel* or *Public Building* where a *False Alarm* occurs shall pay to the *Municipality* a fee as set out in the Fees and Charges Bylaw for every *False Alarm* except the first *False Alarm* which occurs for that *Hotel* or *Public Building* during a calendar year. Any amount unpaid together with interest thereon on the 31st day of December in any year shall be added to and form part of the property taxes payable in respect of the *Hotel* or *Public Building*.

23.17 PROVISION OF COMFORT LETTER AND OTHER DOCUMENTS

The fee for the provision of a *Comfort Letter* and other documents requested by an *Owner* or *Occupier* with respect to a *Property* shall be the fees set out in the Fees and Charges Bylaw.

23.18 UNPAID AMOUNT ADDED TO PROPERTY TAXES

Any amount unpaid pursuant to this Section 23 together with interest thereon on the 31st day of December in any calendar year shall be added to and form part of the property taxes payable in respect of the *Property* and shall be collected in accordance with Section 258 of the *Community Charter*.

PART 24 BYLAW ENFORCEMENT**24.1 DESIGNATION OF BYLAW**

This Bylaw is designated pursuant to Section 264 of the *Community Charter*, as amended, as a bylaw that may be enforced by means of a ticket in the form prescribed.

24.2 DESIGNATION OF BYLAW ENFORCEMENT OFFICER

The *Fire Chief*, *Officers*, *RCMP* and Bylaw Enforcement Officers are designated to enforce this Bylaw by means of a ticket pursuant to Section 264 of the *Community Charter*, as amended.

PART 25 OFFENCES AND PENALTIES

25.1 Every person who violates a provision of this Bylaw, or consents, allows or permits an act or thing to be done in violation of a provision of this Bylaw, or who neglects to or refrains from doing anything required to be done by a provision of this Bylaw, commits an offence and shall be liable upon conviction to a fine of not more than \$10,000.00 and not less than that prescribed in Schedule "B" attached to this Bylaw, and the cost of prosecution and any other penalty or order imposed pursuant to the *Community Charter*, SBC 2003, c 26, as amended, or the *Offence Act*, RSBC 1996, c 338, as amended.

25.2 Each day a violation continues to exist shall constitute a separate offence.

READ A FIRST TIME THIS THE **9th** DAY OF **SEPTEMBER** , 2013.

READ A SECOND TIME THIS THE **9th** DAY OF **SEPTEMBER** , 2013.

READ A THIRD TIME THIS THE **9th** DAY OF **SEPTEMBER** , 2013.

All three readings passed by a **unanimous** decision of Members of City Council present and eligible to vote.

THIRD READING RESCINDED THIS THE **4th** DAY OF **NOVEMBER** , 2013.

Third reading rescinded by a **majority** decision of Members of City Council present and eligible to vote.

READ A THIRD TIME AS AMENDED THIS THE **4th** DAY OF **NOVEMBER** , 2013.

Third reading passed by a **majority** decision of Members of City Council present and eligible to vote.

ADOPTED THIS THE **18th** DAY OF **NOVEMBER, 2013**, BY A **MAJORITY** DECISION OF ALL MEMBERS OF CITY COUNCIL PRESENT AND ELIGIBLE TO VOTE.



MAYOR


CORPORATE OFFICER

**SCHEDULE "A" TO
BYLAW NO. 8272, 2013**

INSURANCE REQUIREMENTS

1. Every holder of a permit issued under section 20.10 shall, at his or her own expense, for the duration of the fireworks event, secure and maintain a Comprehensive General Liability insurance policy with an inclusive limit of not less than \$5,000,000.00 per occurrence for bodily injury and *Property* damage.
2. The Comprehensive General Liability insurance policy shall:
 - a) include all premises and operations necessary or *Incidental* to the fireworks event;
 - b) include, but not necessarily be limited to, the following coverages:
 - i) Contingent Employers Liability;
 - ii) *Owners* and Contractors Protective Liability;
 - iii) Contractual Liability assumed with respect to the event;
 - iv) Non-Owned and Hired Auto; and
 - v) Personal Injury Liability;
 - vi) Broadform *Property* Damage;
 - vii) Loss of Use of *Property*;
 - c) include the City, its elected officials, *Officers*, agents and employees, and contractors acting on behalf of the City, as additional insureds;
 - d) be primary and non-contributing with respect to any insurance carried by the City;
 - e) not include a deductible greater than \$5,000.00 per occurrence (unless the City advises in writing that it has determined that a greater deductible is acceptable) or any exclusions or restrictions with respect to the use of explosives ;
 - f) include a Cross Liability/Severability of Interests clause;
 - g) include a provision requiring the insurer to give the City 30 days' prior

written notice before making any material change to the insurance coverage, or the termination or cancellation thereof;

- h) be underwritten by a responsible insurance company or companies licensed to do business in the Province of British Columbia and that meet with the reasonable approval of the City.
- 3. Seven days prior to the fireworks event and upon the City's written request from time to time, the display permit holder shall furnish the City with a certificate or certificates of insurance as evidence that the required insurance is in force.
- 4. Maintenance of the insurance required herein and the performance by the display permit holder of his or her obligations under this clause shall not relieve the display permit holder from liability under any covenant to indemnify the City.
- 5. It shall be the sole responsibility of the display permit holder to determine his or her own additional insurance coverages, if any, including workers' compensation, that are necessary and advisable for his or her own protection or to fulfil his or her obligations with respect to the fireworks event. Any such additional insurance shall be secured and maintained by the display permit holder at his or her own expense.
- 6. The foregoing insurance provisions shall not limit the insurance the display permit holder is required to secure and maintain by provincial or federal law.
- 7. If the display permit holder fails to secure or maintain insurance as required herein, then the City shall have the right, but not the duty or obligation, to secure and maintain such insurance and give evidence thereof to the display permit holder. The display permit holder shall pay the cost thereof to the City on demand or the City may deduct such cost from any amount that is due or may become due to the display permit holder from the City.

**SCHEDULE "B" TO
BYLAW NO. 8272, 2013**

MUNICIPAL TICKET CHARGES

7.2(a)	Failure to provide access to inspect	\$500.00
7.2(b)	Failure to provide information	\$500.00
7.3	Professional Reports – Failure to provide	\$ 500.00
9.5	Failure to carry out requirements of remedial orders	\$ 500.00
10.3(a) (iii)	Waste receptacle too close to <i>Building</i>	\$ 500.00
10.3(a) (iii)	Waste receptacle improper construction	\$ 500.00
10.3(b)	Accumulation of combustible waste	\$ 500.00
10.4	Certificate of competency not produced	\$ 500.00
10.5	Open Air Burning in violation of Clean Air Bylaw	\$ 500.00
10.6	Use of barbeque in violation of Bylaw 8272, 2013	\$ 500.00
10.11(b)(i)	Occupant load sign not posted	\$ 500.00
10.11(c)	Occupant load exceeded	\$ 500.00
10.12(a)	Commercial Cooking Equipment not maintained	\$ 500.00
10.12(b)	Commercial Cooking Equipment not cleaned	\$ 500.00
10.13(a)	<i>Fire Safety System</i> , altered/removed/service discontinued, without authorization	\$ 1,000.00
10.14(c)	Exit Lighting/Exit Signs/Emergency Lighting not maintained	\$ 500.00
10.15(b)	Portable Extinguishers not installed	\$ 500.00
10.15(c)	Portable Extinguishers not maintained	\$ 500.00
10.16	Fire Pump not inspected/tested/maintained	\$ 500.00

10.17	Standpipe & Hose not inspected/tested/maintained	\$ 500.00
10.18	Special Fire Suppression System not tested/inspected/maintained	\$ 500.00
10.19	Housekeeping practices not implemented	\$ 500.00
10.20(a)	Exit not provided	\$ 500.00
10.20(b)	Exit obstructed	\$ 500.00
10.20(d)	Exit has snow and ice accumulations	\$ 500.00
10.21	Service equipment not maintained	\$ 500.00
10.22	Improper storage of hazardous materials	\$ 1,000.00
10.23	Fire Separation not maintained	\$ 500.00
10.24	Improper indoor storage	\$ 500.00
10.25	Improper outside storage areas	\$ 500.00
11.1	Fire safety plan not developed	\$ 1,000.00
11.3(a)	Fire <i>safety</i> plan box not installed	\$ 500.00
11.3(b)	<i>Fire</i> Department Operations Box not installed	\$ 500.00
11.4	Lockbox not installed	\$ 500.00
11.4(c)	Lockbox keys not provided	\$ 500.00
11.5(a)	<i>Fire</i> Department connections obstructed	\$ 500.00
11.5(b)(c)(d)(e)	Sign not posted	\$ 500.00
11.5(f)	Protective caps not in place	\$ 500.00
11.6	Fire Fighting Operation Manual not provide	\$500.00
11.7(a)	Fire door no signage	\$ 500.00
11.7(b)	Storage/Service rooms no signage	\$ 500.00

11.8	Address not posted	\$ 500.00
11.8(a)(i)(iv)	Address not visible	\$ 500.00
11.8(b)	Site plan not posted	\$500.00
Part 13	Failure to maintain <i>Fire Watch</i>	\$ 500.00
15.1	Failure to maintain <i>Fire Alarm System</i>	\$ 500.00
15.2	Failure to contact monitoring company	\$ 500.00
16.1	Failure to maintain automatic sprinkler system	\$ 500.00
16.2	Failure to contact monitoring company	\$ 500.00
16.4	Failure to maintain <i>Fire Department</i> access	\$ 500.00
17.1	Failure to have <i>Fire Alarm System</i> properly monitored	\$ 1,000.00
18.2(a)	Failure to maintain <i>Private Hydrant</i>	\$ 500.00 per hydrant
18.2(b)	Failure to submit proof of testing	\$ 500.00 per hydrant
18.4	Failure to provide access to hydrant	\$ 500.00 per hydrant
19.1(a)	Failure to install working <i>Smoke Alarms</i>	\$ 500.00
19.1(a)(i)	Failure to install working <i>Smoke Alarms</i> on each floor level	\$ 500.00
19.1(b)	Failure to install working carbon monoxide detector	\$ 500.00
19.1(c)	Failure to maintain exits	\$ 500.00
19.1(d)	Failure to maintain fire separation	\$ 500.00
20.2	Selling Fireworks without a permit	\$ 500.00
20.2(d)	Failure to store fireworks properly	\$ 500.00
20.3	Selling fireworks on unauthorized dates	\$ 500.00
20.5	Exploding or lighting fireworks on private/public <i>Property</i> without <i>Owner's</i> consent	\$ 500.00

20.6	Exploding or lighting fireworks on unapproved dates without permit	\$ 500.00
20.8	Lighting, exploding or activating display fireworks without permit	\$ 1,000.00
20.8	Lighting, exploding or activating pyrotechnic special effects without permit	\$1,000