

CITY OF PITT MEADOWS
FIRE PROTECTION AND LIFE SAFETY

Bylaw No. 2405 and amendments thereto

CONSOLIDATED FOR CONVENIENCE ONLY

This is a consolidation of the bylaws listed below. The amending bylaws have been consolidated with the original bylaws for convenience only.

Certified copies of the original bylaws should be consulted for all interpretations and applications of the bylaws on this subject.

| <u>BYLAW NO.</u> | <u>ADOPTED</u> |
|-------------------------|-----------------------|
| 2405 | April 21, 2009 |
| 2516 | October 4, 2011 |
| 2773 | September 19, 2017 |

The bylaw numbers in **bold** at the end of the clause refer to the bylaws that amended the principal bylaw.

TABLE OF CONTENTS

| | |
|--|-----------|
| PART ONE: ADOPTION AND APPLICATION OF THE FIRE CODE | 1 |
| PART TWO: INTERPRETATION AND GENERAL PROVISIONS | 1 |
| 2.1 Words and Phrases..... | 1 |
| 2.2 Definitions | 2 |
| 2.3 Severability | 5 |
| 2.4 Conflict..... | 5 |
| 2.5 Application | 5 |
| 2.6 Gender and Number | 6 |
| PART THREE: FIRE & RESCUE SERVICE | 6 |
| 3.1 Continuation of Service | 6 |
| 3.2 Fire Chief | 7 |
| 3.3 Limits of Jurisdiction..... | 8 |
| 3.4 Incident Management..... | 8 |
| 3.5 Right to Enter | 8 |
| 3.6 Prevention, Control and Enforcement..... | 8 |
| 3.7 Contamination and Replacement of Equipment | 8 |
| 3.8 Standby at Movie, Television or Pyrotechnics Events | 9 |
| PART FOUR: CONDUCT OF PERSONS | 9 |
| 4.1 No Interference | 9 |
| 4.2 Prohibition Against Entry | 9 |
| 4.3 False Representation | 10 |
| 4.4 Scene Control | 10 |
| 4.5 Driving over Equipment..... | 10 |
| PART FIVE: INSPECTION AND TESTING OF OF FIRE PROTECTION EQUIPMENT | 11 |
| 5.1 Maintenance and Testing of Emergency Equipment | 11 |

| | |
|--|-----------|
| PART SIX: FIRE PROTECTION EQUIPMENT | 12 |
| 6.1 Buildings and Occupancies | 12 |
| 6.2 Connections for Building Sprinkler and Standpipe Systems | 12 |
| 6.3 Sprinkler Systems | 12 |
| 6.4 Sprinkler System or Standpipe Operations – Building Demolition..... | 12 |
| 6.5 Smoke Alarm Maintenance | 12 |
| 6.6 Fire Hydrants | 13 |
| 6.7 Fire Hydrants on Private Property | 13 |
| 6.8 Premises Under Construction..... | 14 |
| 6.9 Emergency Access Routes | 14 |
| 6.10 High Buildings – Special Provisions | 15 |
| 6.11 Fire Protection Equipment Orders | 15 |
| PART SEVEN: FIRE ALARM SYSTEMS | 16 |
| 7.1 Contact Persons..... | 16 |
| 7.2 Activation | 16 |
| 7.3 False Alarm Incident Fees..... | 17 |
| 7.4 Security Alarm Incident Fees..... | 17 |
| 7.5 Fire Alarm Testing Fee..... | 17 |
| PART EIGHT: INSPECTIONS OF PREMISES | 18 |
| 8.1 Authority for Inspection..... | 18 |
| 8.2 Entry for Inspection | 18 |
| 8.3 Frequency of Inspections | 18 |
| PART NINE: EMERGENCY ACCESS AND EVACUATION | 19 |
| 9.1 Fire Safety Plan..... | 19 |
| 9.2 Obstructions..... | 19 |
| 9.3 Storage on Roofs or Balconies..... | 20 |
| 9.4 Passageways on Roofs..... | 20 |
| 9.5 Street Addresses..... | 20 |
| PART TEN: REGULATION OF FIRE HAZARDS..... | 21 |
| 10.1 Removal of Fire Hazards..... | 21 |
| 10.2 Explosion or Potential Explosion, Emission or Spill of Dangerous Goods | 21 |
| 10.3 Vacant Premises | 21 |
| 10.4 Damaged Buildings | 22 |
| 10.5 Exhibits, Fairs, Trade Shows or Vehicle Displays..... | 22 |
| 10.6 Commercial Cooking Equipment | 23 |
| 10.7 Dangerous Goods..... | 23 |
| 10.8 Fuel Service Station Safety | 24 |
| PART ELEVEN: SAFETY TO LIFE | 24 |
| 11.1 Exits and Means of Egress..... | 24 |

| | |
|--|-----------|
| PART TWELVE: CONTROL OF FIRE ACCESS | 24 |
| 12.1 Fire Roads, Fire Lanes & Other Access Routes | 24 |
| PART THIRTEEN: ENFORCEMENT | 25 |
| 13.1 Fire Orders..... | 25 |
| 13.2 Penalties | 26 |
| 13.3 Enforcement by Municipal Ticket..... | 26 |
| PART FOURTEEN: FEES AND COST RECOVERY | 26 |
| 14.1 Inspection Fees..... | 26 |
| 14.2 File Search Fee..... | 26 |
| 14.3 No Relief from Other Fees | 27 |
| 14.4 Fire Investigation Fee..... | 27 |
| 14.5 Fire and Dangerous Goods Incidents | 27 |
| 14.6 Scene Security Costs | 28 |
| 14.7 Mutual Aid Fire Service Cost Recovery | 28 |
| 14.8 General Fee Provisions..... | 29 |
| PART FIFTEEN: REPEAL | 29 |
| 15.1 Repeal of Previous Bylaws..... | 29 |
| SCHEDULE “A”: FEES & COST RECOVERY | 30 |
| SCHEDULE “B”: FINES..... | 31 |

CITY OF PITT MEADOWS
FIRE PROTECTION AND LIFE SAFETY BYLAW
BYLAW NO. 2405, 2009

WHEREAS the Council has established the Pitt Meadows Fire and Rescue Service, and the *Community Charter* authorizes the Council to regulate, prohibit and impose requirements in relation to municipal services; and

WHEREAS the *Community Charter* authorizes Council, by bylaw, to regulate, prohibit and impose requirements in relation to emergency exits, smoke alarms, and any matter within the scope of the *Fire Services Act*, and to authorize the municipal fire chief to exercise certain powers in relation to the prevention and suppression of fires; and

WHEREAS the *Fire Services Act* requires the Council to provide for a regular system of inspection of hotels and public buildings in the municipality;

NOW THEREFORE, the Council of the City of Pitt Meadows, in open meeting assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited as the **"City of Pitt Meadows FIRE PROTECTION AND LIFE SAFETY Bylaw No. 2405, 2009"**.

PART ONE: ADOPTION AND APPLICATION OF THE FIRE CODE

- 1.1 The British Columbia **Fire Code** is adopted and made part of this Bylaw as a regulation of the City.
- 1.2 Any person who contravenes, violates or fails to comply with a provision of the **Fire Code** commits an offence under this Bylaw.

PART TWO: INTERPRETATION AND GENERAL PROVISIONS

2.1 Words and Phrases

- 2.1.1 Unless specifically defined herein, words and phrases used in this Bylaw shall be construed in accordance with the meanings assigned to them by the *Fire Services Act*, the **Building Code**, the **Fire Code** or the *Community Charter* as the context and circumstances require.

2.2 Definitions

CITY OF PITT MEADOWS
FIRE PROTECTION AND LIFE SAFETY CONSOLIDATED
Bylaw No. 2405, 2009

Page 2

“**aid agreement**” means an agreement in writing under which the City contracts to provide fire protection or assistance response, whether or not the other party to the agreement provides similar services to the City;

“**apparatus**” means any vehicle, machinery, device, equipment or material used for fire protection or **assistance response** and any vehicle used to transport **members** or supplies;

“**assistance response**” means aid provided in respect of fires, alarms, **explosions**, medical emergencies or **incidents**, floods, earthquakes or other natural disasters, escape of dangerous goods, rail transport or aeronautical **incidents**, motor vehicle or other accidents, or circumstances necessitating rescue efforts;

“**building**” means any structure used or intended for supporting or sheltering any use or **occupancy**;

“**Building Code**” means the *British Columbia Building Code* made under the *Local Government Act*;

“**City**” means the Corporation of the City of Pitt Meadows or the geographic area of the City, as the context requires;

“**combustible material**” means any material capable of being ignited;

“**construct**” includes build, erect, install, repair, alter, add, enlarge, move, locate, relocate or reconstruct;

“**construction**” includes a building, erection, installation, repair, alteration, addition, enlargement, or reconstruction;

“**Council**” means the Council for the City;

“**dangerous goods**” means those products or substances that are regulated under the *Canada Transportation of Dangerous Goods Act* and its Regulation;

“**Deputy Fire Safety Director**” means a person appointed in writing by a **building owner**, business proprietor or a **Fire Safety Director** and given the responsibility and authority to supervise and maintain a **fire safety plan** in the absence of the **Fire Safety Director**;

“**emergency access route**” means a portion of a private roadway or yard providing an access route for Fire & Rescue Service vehicles from a public thoroughfare, as required under the **Building Code**;

“**Engineering Services**” means the department of the City responsible for Engineering or a person designated as the Director or acting in place of the Director;

CITY OF PITT MEADOWS
FIRE PROTECTION AND LIFE SAFETY CONSOLIDATED
Bylaw No. 2405, 2009

Page 3

“**explosion**” means a rapid release of energy, that may or may not be preceded or followed by a fire, which produces a pressure wave or shock wave in air and is usually accompanied by a loud noise;

“**false alarm**” means the activation of a **fire alarm system** or **security alarm system** as a result of which fire and police services are provided by or on behalf of the **City** and the providers of the services do not find any evidence of fire, fire damage, smoke, criminal activity or other similar emergency;

“**fire alarm system**” means a device or devices installed on or in real property and designed to issue a warning of a fire by activating an audible alarm signal or alerting a monitoring facility but does not include a fire alarm system that is intended to alert only the occupants of the premises in which it is installed;

“**Fire Chief**” means the Director of Fire and Rescue Services for the **City**, as appointed by Council, acting as head of the **Fire & Rescue Service**, or a person designated by the Director to act in the place of the Director;

“**Fire Code**” means the *Fire Code Regulation* made under the *Fire Services Act*;

“**Fire & Rescue Service**” means the Pitt Meadows Fire & Rescue Service established in 1941 under Bylaw 1019 and continued under this Bylaw;

“**fire hazard**” means any condition, arrangement or act which increases the likelihood of fire or which may provide a ready fuel supply to augment the spread or intensity of a fire or which may obstruct, delay, hinder, or interfere with the operations of the **Fire & Rescue Service** or the egress of occupants in the event of fire;

“**Fire Inspector**” means the **Fire Chief** and every **member** of the **Fire & Rescue Service** or any other person designated as such by the **Fire Chief** by name or office or otherwise;

“**fire protection equipment**” includes but is not limited to, **fire alarm systems**, **automatic sprinkler systems**, special extinguisher 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 Protection Technician**” means a person certified under the *Applied Science Technologists and Technicians Act* as a fire protection technologist, or a person having other certification acceptable to the **Fire Chief**, that qualifies the person to perform inspections and testing on **fire protection equipment**;

“**Fire Safety Director**” means a person appointed in writing by a **building owner** or business proprietor and given the responsibility and authority to supervise and maintain a **fire safety plan**;

CITY OF PITT MEADOWS
FIRE PROTECTION AND LIFE SAFETY CONSOLIDATED
Bylaw No. 2405, 2009

Page 4

“fire safety plan” means a plan for a **building** required under the **Fire Code** and this Bylaw, that includes, without limitation,

- (a) emergency procedures to be used in case of fire,
- (b) training and appointment of designated supervisory staff to carry out fire safety duties,
- (c) documents showing the type, location and operation of fire emergency systems,
- (d) the holding of fire drills,
- (e) the control of fire hazards, and
- (f) inspection and maintenance of facilities for the safety of the **building’s** occupants;

“flammable material” means any free burning material including but not limited to solids, combustible dust, combustible fibres, flammable liquid, flammable gas, and liquefied flammable gas;

“incident” means an event or situation to which the **Fire & Rescue Service** has responded or would normally respond;

“incident commander” means the member of the **Fire & Rescue Service** who has assumed responsibility for management of fire and rescue operations at an **incident**, or who performs this role under the authority of the **Fire Chief**;

“member” means a person employed, whether full-time, part-time, or as a volunteer, and holding a position within the **Fire & Rescue Service** as an **officer** or firefighter;

“monitoring service” means a person, partnership or corporation engaged in the business of monitoring alarm systems and reporting the occurrence of alarms to the **Fire & Rescue Service**;

“occupancy” means the use or intended use of a **building** or part thereof for the shelter or support of persons, animals or property;

“occupier” includes an **owner** or agent of the **owner**, a tenant, lessee, user, agent and any other person who has a right of access to, possession and control of a **building** or other **premises** to which this Bylaw applies;

“officer” means the **Fire Chief**, Deputy Fire Chief, Assistant Chief, Chief Training Officer, Chief Fire Prevention Officer, Captain, Fire Prevention Officer, and any member designated by the Fire Chief to act in the capacity of an officer;

“owner” means a person who has ownership or control of real or personal property, and includes, in the case of real property,

- (a) the registered owner of an estate in fee simple,
- (b) the tenant for life under a registered life estate,
- (c) the registered holder of the last registered agreement for sale, and
- (d) in relation to common property and common facilities in a strata plan, the strata corporation for the strata plan;

CITY OF PITT MEADOWS
FIRE PROTECTION AND LIFE SAFETY CONSOLIDATED
Bylaw No. 2405, 2009

Page 5

“**permit**” means a current and valid document issued by the **Fire Chief** or a **member** authorizing a person to carry out a procedure or undertaking described in the **permit**, or to use, store or transport materials under conditions stipulated in the **permit**;

“**premises**” includes the whole or any part of a parcel of real property and any **buildings** or structures on the property;

“**security alarm system**” means a device or devices installed on or in real property and designed to warn of criminal activity or unauthorized entry by activating an audible alarm signal or alerting a monitoring facility;

“**service provider**” means any person, partnership or corporation who in their course of business provides a technical service involving fire protection or life safety equipment;

“**sprinkler system**” means an integrated system of underground and overhead piping designed in accordance with fire protection standards which is normally activated by heat from a fire and discharges water over the fire area;

“**structure**” means a **construction** or portion thereof, of any kind, whether fixed to, supported or sunk into land or water, except landscaping, fences, paving and retaining structures less than 1.22 metres in height.

2.3 Severability

2.3.1 If any part, section, subsection or phrase of this Bylaw is held to be invalid by a court of competent jurisdiction, the invalid portion shall be severed and the remainder of the Bylaw will be deemed to have been enacted without the invalid portion.

2.4 Conflict

2.4.1 In the event of a conflict, discrepancy, variation or inconsistency between this Bylaw and the *Fire Services Act*, the **Fire Code** or the **Building Code**, the provisions of the *Fire Services Act*, the **Fire Code** or the **Building Code**, as the case may be, shall prevail over the provisions of this Bylaw to the extent of the conflict, discrepancy, variation or inconsistency.

2.5 Application

2.5.1 The provisions of this Bylaw apply to all **buildings, structures, premises** and conditions within the City and, for certainty, apply to both existing **buildings** and **buildings** under **construction**.

2.6 Gender and Number

- 2.6.1 Wherever the singular or masculine is used in this Bylaw, it shall be construed as meaning the plural, feminine or the body corporate or politic where the context so requires.

PART THREE: FIRE & RESCUE SERVICE

3.1 Continuation of Service

- 3.1.1 The **Fire & Rescue Service** is continued for the purposes of providing the fire suppression, fire prevention and rescue services contemplated under this Bylaw.
- 3.1.2 The **Fire & Rescue Service** shall be comprised of the **Fire Chief** and all other **Officers** and **Members** as appointed by City Council or the **Fire Chief**.
- 3.1.3 **The Fire & Rescue Service** is authorized to provide or contract the following services, unless otherwise specified in a separate City reference document: **(2516, 2011)**
- (a) **assistance response;**
 - (b) investigation of fires to determine cause and prevent recurrence, if possible;
 - (c) delivery of fire and life safety education programs to the community, its residents and businesses;
 - (d) fire and life safety inspection and plan review of all occupancies for compliance with the requirements of the **Fire Code** and the classification of occupancies in the **Building Code**;
 - (e) basic aviation related rescue and firefighting response to the Pitt Meadows Regional Airport through use of standard structural firefighting apparatus and training in aircraft response for structural firefighters;
 - (f) fire suppression and fire safety inspection services to the Pitt Meadows Regional Airport for all buildings and structures pursuant to any **aid agreement** between the **City** and the airport operator;
 - (g) services within or outside the City contemplated by an **aid agreement**;
 - (h) Emergency Preparedness Program for the City.

3.2 Fire Chief

- 3.2.1 The **Fire Chief** shall report to the **City's** Chief Administrative Officer, and shall be responsible for administering this Bylaw, for the management, control and supervision of the **Fire & Rescue Service** and its **members** and for the care, custody and control of all **buildings, apparatus** and equipment of the **Fire & Rescue Service**.
- 3.2.2 The **Fire Chief** and any **officer, member** or other person authorized by the **Fire Chief** to act on behalf of the **Fire Chief**, may exercise one or more of the following powers:
- (a) make and enforce rules, policies or guidelines for the proper and efficient administration and operation of the **Fire & Rescue Service** and change, replace or withdraw the rules as necessary;
 - (b) enter on property and inspect **premises** for conditions that may cause a fire, increase the danger of a fire or increase the danger to persons or property from fire;
 - (c) take measures considered necessary to prevent and suppress fires, including the demolition of **buildings** and other structures to prevent the spreading of fires;
 - (d) require an **owner** or **occupier** to undertake any actions the **Fire Chief** considers necessary for the purpose of removing or reducing any thing or condition the **Fire Chief** considers is a **fire hazard** or increases the danger of fire;
 - (e) exercise some or all of the powers of the fire commissioner under Section 25 of the **Fire Services Act**, and for these purposes that section applies;
 - (f) commandeer any privately-owned specialized equipment which the **Fire Chief** considers necessary to combat, control or otherwise deal with an **incident**. All associated and actual costs of such usage will be the sole responsibility of the property owner where the **incident** occurs;
 - (g) enforce this Bylaw and any other **City** bylaws, rules, orders and regulations for the prevention and suppression of fire and the protection of life and property;
 - (h) collect and disseminate information in regard to fires in the **City**;
 - (i) provide, advise and make recommendations to other officers and employees of the **City**, to **Council**, and to the public, in accordance with any applicable **City** policies and procedures, in relation to:

- (i) the provision of adequate water supply and pressure;
- (ii) the installation and maintenance of **fire protection equipment**;
- (iii) the enforcement of measures for the prevention or suppression of fire and the protection of life and property;
- (iv) life safety or rescue equipment; and
- (v) fire prevention generally.

3.3 Limits of Jurisdiction

3.3.1 Except where specifically directed by Council, authorized by an **Aid Agreement** to supply fire or rescue services beyond the City's boundaries or under a Provincial Emergency Declaration, no apparatus, personnel or equipment of the **Fire & Rescue Service** shall operate or be used beyond the boundaries of the City.

3.4 Incident Management

3.4.1 The **Fire & Rescue Service** shall operate under a formal command structure at **incidents** requiring **assistance response**, providing for a designated **Incident Commander** responsible for all **Fire & Rescue Service** resources responding or at an **incident** within the City's jurisdiction. The primary **Incident Commander** shall be the Officer of the first arriving apparatus. Management of Fire & Rescue Service resources may be transferred to a more qualified member present at an **incident**, as necessary.

3.5 Right to Enter

3.5.1 The **Fire Chief** and any other **officer** or **Incident Commander** at an **incident** are authorized to enter **premises** where an **incident** has occurred and to cause any **member, apparatus** or equipment to enter the **premises**, as deemed necessary, in relation to an **incident**.

3.6 Prevention, Control and Enforcement

3.6.1 The **Fire & Rescue Service** may take all necessary measures for the prevention, suppression, control and extinguishment of fires, for mitigating the effects of **incidents** involving **dangerous goods**, and for the protection of life and property, including conducting **assistance response** and administering emergency medical services.

3.7 Contamination and Replacement of Equipment

3.7.1 The **Fire Chief** may charge an owner or occupant of a property or premises for the full replacement or repair costs of **Fire & Rescue Service** equipment where, as a result of providing an **assistance response** at or near the property or premises, such equipment has been damaged or contaminated

by a hazardous substance or dangerous goods and requires decontamination, repair or replacement.

3.8 Standby at Movie, Television or Pyrotechnic Events

3.8.1 The **Fire Chief** may charge an operator, owner or coordinator of a movie, television or pyrotechnic event a fee to provide standby apparatus and personnel. Determination of such resource requirements, their utilization and their duration of use shall be determined prior to the **incident** in consultation with the **Fire Chief**. Fees shall be based on rates for apparatus use and actual costs for equipment replacement, as described in Schedule "A".

PART FOUR: CONDUCT OF PERSONS

4.1 No Interference

- 4.1.1 A person must not impede, hinder or obstruct any **member** at an **assistance response** and every person must comply with orders or directions of a **member** engaged in an **assistance response**.
- 4.1.2 Persons who interfere with a **member** in the performance of their duties, or fail to comply with such orders or directions, may be removed from the scene of such **assistance response** by a Peace Officer or any **member**.
- 4.1.3 A person must not interfere with or refuse to permit any **member** to enter into or upon **premises** in relation to which an alarm or other request for assistance has been received, or in or upon which a **member** has reasonable grounds to believe that an **incident** has occurred or may occur.
- 4.1.3 A person must not interfere with any **member** or refuse to permit any **member** to enter into or upon **premises** or a fire scene to determine
- (a) the cause and origin of a fire;
 - (b) the cause of activation of a **fire alarm system**, or
 - (c) the presence and functioning of a **sprinkler system** or other fire or life safety protection system.

4.2 Prohibition Against Entry

- 4.2.1 A person must not, except as authorized by the **Fire Chief**, an **officer** or an **Incident Commander**:
- (a) enter any **building** or **premises** involved in or threatened by an **incident**;

CITY OF PITT MEADOWS
FIRE PROTECTION AND LIFE SAFETY CONSOLIDATED
Bylaw No. 2405, 2009

Page 10

- (b) enter within an area designated by ropes, guards or tape erected by or under the direction of a Peace Officer or a **member** across or around any street, lane, alley or **building**; or
- (c) refuse to move from such designated area when directed to do so by a Peace Officer or a **member**.

4.3 False Representation

- 4.3.1 A person must not make false representation as to being a **member** of the **Fire & Rescue Service**, or wear or display any **Fire & Rescue Service** badge, cap, button, insignia or other paraphernalia for the purpose of such false representation.

4.4 Scene Control

- 4.4.1 The Incident Commander at an **Incident** may establish boundaries or limits and keep unauthorized persons from entering the area within the prescribed boundaries or limits.
- 4.4.2 No person shall enter the boundaries or limits of an area prescribed in accordance with Section 4.4.1 unless authorized to enter by the **Incident Commander**.
- 4.4.3 The **Incident Commander** at an **incident** may temporarily restrict or prohibit vehicular or pedestrian traffic on a roadway as necessary in order to ensure safety of persons and control of the **incident**.

4.5 Driving Over Equipment

- 4.5.1 No person shall drive a vehicle over any **Fire & Rescue Service** equipment unless specifically directed to do so by a **member**. Persons who drive over fire department equipment, without instruction to do so by a **member**, may, in addition to any other penalty, be required to pay the actual costs of repairing or replacing damaged equipment.

PART FIVE: INSPECTION AND TESTING OF FIRE PROTECTION EQUIPMENT

5.1 Maintenance and Testing of Emergency Equipment

- 5.1.1 Every person who is required under a provision of the **Fire Code** to perform or cause to be performed an inspection or test of **fire protection equipment** for a hotel or public **building**, or to perform or cause to be performed an inspection or test of fire suppression systems in commercial kitchen exhaust systems, shall ensure that:
- (a) the inspection or test is performed by a **fire protection technician** and in accordance with the **Fire Code**; and
 - (b) the inspection or test is recorded, or the **fire protection equipment** is tagged or labelled in accordance with the **Fire Code** and any regulations or bylaws under the *Applied Science Technologists and Technicians Act* and in a manner acceptable to the Fire Chief.
- 5.1.2 Every person who owns, controls or otherwise has charge of any fixed **fire protection equipment** must notify the **Fire & Rescue Service** at any time such system or systems are inoperable or taken out of service, and must notify the **Fire & Rescue Service** again when service is restored.
- 5.1.3 Every **fire protection technician** who carries out inspections and maintenance of **fire protection equipment** must use the Inspection and Testing form approved under the *Applied Science Technologists and Technicians Act*, and must forward a copy of the completed form upon completion of the inspection or maintenance to the **owner** or **occupier** of the **building**. Upon request by the **Fire Chief**, the owner or occupier must provide a copy of the completed form to the **Fire & Rescue Service**.
- 5.1.4 A person must not undertake any work or testing on **fire protection equipment** or life safety systems that sends an alarm directly to an alarm monitoring company without prior notice to that alarm monitoring company.
- 5.1.5 The **owner** or **occupier** of every **building** that is equipped with a **fire alarm system** that is not continuously monitored by an approved monitoring agency must ensure that at each manual fire alarm pull station, a permanent sign is mounted reading:

LOCAL ALARM ONLY – IN CASE OF FIRE, TELEPHONE 9-1-1

Each such sign must be not less than 50 mm by 100 mm in size and be printed on permanent red on white, or white on red plastic laminate or equivalent material.

PART SIX: FIRE PROTECTION EQUIPMENT

6.1 Buildings and Occupancies

6.1.1 Every **owner** of **premises** must ensure that all **fire protection equipment** required under the **Building Code** or **Fire Code** is inspected, tested and maintained in accordance with good engineering practices and the applicable standards, requirements and guidelines of the **Building Code**, the City's *Building Bylaw*, the **Fire Code**, this Bylaw and all other applicable enactments, and any equivalents or alternative solutions required or accepted under those enactments.

6.2 Connections for Building Sprinkler and Standpipe Systems

6.2.1 **Fire & Rescue Service** pumper connections shall be located and positioned in accordance with the **Building Code** or as approved by the **Fire Chief**.

6.2.2 Every **owner** or **occupier** of a **building** shall ensure that signs are displayed identifying:

- (a) which **Fire & Rescue Service** connection serves a particular **sprinkler** or standpipe **system**; and
- (b) the maximum pumping inlet pressure at a **Fire & Rescue Service** connection.

6.3 Sprinkler Systems

6.3.1 Every **owner** of **premises** for which a **sprinkler system** is required under the **Building Code** or the City's Building Bylaw must, in accordance with the requirements of the **Fire Code**, maintain, repair and upgrade the **sprinkler system** to accommodate any material change in use or **occupancy** that results in a greater **fire hazard** than that which the **sprinkler system** was intended to accommodate.

6.4 Sprinkler System or Standpipe Operations – Building Demolition

6.4.1 When a **building** equipped with a **sprinkler system** or a standpipe is being demolished, the system or standpipe shall be maintained in operation, subject to sequential deactivation, until the demolition work is completed.

6.5 Smoke Alarm Maintenance

6.5.1 The **owner** and **occupier** of every **premises** with residential **occupancy** must ensure that all installed smoke alarms are maintained, tested, repaired and replaced in accordance with the requirements of the manufacturer.

6.6 Fire Hydrants

- 6.6.1 The fire hose connection type, hydrant colour coding and location of all fire hydrants and other **Fire & Rescue Service** connections shall be subject to the approval of the **Fire Chief** and **Engineering Services**.
- 6.6.2 No person, except a **member**, shall use or take water from any fire hydrant or standpipe, nor make any attachment to a fire hydrant or standpipe, without first obtaining written permission from **Engineering Services** to do so.
- 6.6.3 No person shall tamper with, or otherwise use in a non-permitted fashion, any component of the City water system without authorization under Section 6.6.2, including, but not limited to pipes, valves, pressure reducers, or pump stations. In addition to any other penalty, the Fire & Rescue Service may recover from any person who contravenes this section the actual cost of repairing the works.

6.7 Fire Hydrants on Private Property

- 6.7.1 Where a fire hydrant is located on private property, the **owner** or **occupier** of the **premises** must ensure that all requirements of the **Building Code** are complied with during installation of the fire hydrant.
- 6.7.2 If an **owner** or **occupier** fails to properly maintain the hydrant area in accordance with the access route specifications set out in the Building Code, the **Fire Chief** may issue an order to the **owner** or **occupier** to comply with such specifications within a time period specified in the order.
- 6.7.3 If an **owner** or **occupier** fails to comply with an order issued under Section 6.7.2 within the time specified in the order, the **City** may enter onto the property and carry out such work at the cost of the **owner**.
- 6.7.4 The **owner** or **occupier** of **premises** on which a private fire hydrant is installed, must ensure that the hydrant is maintained in good working condition at all times and that the hydrant is inspected, serviced and tested at least yearly by a **Fire Protection Technician** in accordance with the requirements of the **Fire Code**.
- 6.7.5 Without limiting Section 6.7.4, the **owner** of property on which a private fire hydrant is installed must maintain the hydrant in accordance with the **Fire Code** and must upon request provide the **Fire Chief** with a written report of the inspection, servicing and testing performed on the private fire hydrant.

6.8 Premises under Construction

- 6.8.1 The **owner** of **premises** under **construction** must ensure that every required **emergency access route**:
- (a) is finished to a minimum standard of clean compacted gravel or other surface materials acceptable to the **Fire Chief**;
 - (b) provides adequate access for **Fire & Rescue Service apparatus**;
 - (c) is clearly designated as an **emergency access route**;
 - (d) is maintained at all times free of obstruction; and
 - (e) is secured with a gate, bollard, chain or other structure or assembly approved by the **Fire Chief** prior to installation, and a key for any lock is made available to the Fire & Rescue Service at all times.
- 6.8.2. Every **owner** of **premises** under **construction** must ensure that water supplies for fire protection are installed when **construction** commences or as determined by the **Fire Chief** or **Engineering Services**.
- 6.8.3 During **construction**, servicing or repairs of private fire hydrants and water supply systems, the **owner** of the **premises** must ensure that all fire hydrant conditions affecting fire safety, such as fire hydrants temporarily out of service, low water volumes and low water pressures, are immediately made known to the **Fire & Rescue Service**.

6.9 Emergency Access Routes

- 6.9.1 Every gate, bollard, chain or other structure used to secure a required **emergency access route** must be approved by the **Fire Chief** prior to installation.
- 6.9.2 Every **emergency access route** must be clearly marked with permanent signage, in accordance with the **Fire Code**, or with highway marking of lines and words, in a size and colour approved by the **Fire Chief**, which must read:

FIRE LANE – NO PARKING

- 6.9.3 Every **owner** of **premises** shall ensure that an **emergency access route**, when secured by a gate, bollard, chain or other structure, has a permanent mounted sign on each side of the obstruction, of a size no less than sixty (60) cm by seventy-five (75) cm, which must read:

***EMERGENCY ACCESS ONLY -
NO PARKING OR OTHER OBSTRUCTIONS***

- 6.9.4 No person shall, by obstruction or any other means, prevent the use of an emergency access route by the **Fire & Rescue Service** or interfere or tamper

with any gates, cables or other devices installed by the **Fire Chief** on such routes. *(2516, 2011)*

6.10 High Buildings – Special Provisions

6.10.1 The **Fire & Rescue Service** may require that an engineered rope rescue anchor system, rated for a two-person load, be incorporated into the roof structure of any building greater than five (5) storeys in height, as measured from grade to the floor level of the top storey. This system must be installed to all applicable standards and is required to be tested and maintained to a safe and operating condition, as per manufacturers or engineers recommendations.

6.11 Fire Protection Equipment Orders

6.11.1 The **Fire Chief** may order the **owner** of a multiple-family residential, assembly, mercantile, business or personal services, industrial, care or detention occupancy to provide or make alterations to **fire protection equipment** and systems including heat and smoke detection, fire alarms, fire extinguishers, exit signs, emergency lighting, fire separations and means of egress in order to provide adequate life safety to its occupants in accordance with the Building Code or Fire Code or any equivalent or alternative solution satisfactory to the Fire Chief.

PART SEVEN: FIRE ALARM SYSTEMS

7.1 Contact Persons

- 7.1.1 Every **owner** and **occupier** of any **premises** with a **fire alarm system** must maintain and provide to the **Fire & Rescue Service**, in writing, the names and telephone numbers of three (3) contact persons, at least one of whom is available 24 hours a day by telephone to attend within 30 minutes of notification by the **Fire & Rescue Service** to enter and secure the **premises** at an **incident**.
- 7.1.2 The **owner** or **occupier** must notify the **Fire & Rescue Service** in writing within 7 days of any changes in the names or addresses of contact persons.
- 7.1.3 The owner or occupier must provide to every contact person designated under Section 7.1.1 full access to the **premises** for which they have responsibility and full authority to take control of and operate the alarm system and secure the **premises** on completion of **assistance response** or other **incident**.
- 7.1.4 Where a contact person fails to respond to a fire alarm and attend the premises within 30 minutes:
- (a) the **Fire & Rescue Service** may use whatever means are necessary to gain entry to the **premises** to investigate the fire alarm without payment to the **owner** or **occupier** of any compensation whatsoever for damage caused to the **premises** by any forced entry; and
 - (b) the **owner** or **occupier** of the **premises** shall be liable to reimburse the **City**, at the fee rates specified in Schedule "A", for the cost to the **City** of all time during which **Fire & Rescue Service apparatus** and **members** were required to remain on standby at the **premises**, commencing after the 30 minute time period specified in this Section, until such time as a contact person, **owner** or **occupier** arrives to attend at, provide access to, or secure the **premises**. A minimum of one (1) hour standby time will be charged for personnel and equipment.

7.2 Activation

- 7.2.1 A person must not activate a **fire alarm system** unless:
- (a) there is a fire;
 - (b) the person reasonably believes that a fire or other **incident** is occurring or is imminent; or

- (c) the activation is carried out for testing purposes by persons authorized by the **Fire Chief** or **Fire Code**.

7.3 False Alarm Incident Fees

- 7.3.1 The **owner** or **occupier** of **premises** containing a **fire alarm system** shall, on the occurrence of a second false alarm and each subsequent false alarm occurring in the 12 month period following the first false alarm to which the **Fire & Rescue Service** must respond, pay the **City** the applicable fee for each such false alarm in accordance with Schedule "A".
- 7.3.2 Where an **owner** or **occupier** makes documented improvements to a **fire alarm system** through a **Fire Protection Technician**, or takes other steps acceptable to the **Fire Chief**, to reduce or eliminate future false **alarms**, then, upon receipt of an application in writing within thirty days of the most recent false alarm, the Fire Chief may deem for the purposes of section 7.3.1 that, until another false alarm occurs, no false alarm of the fire alarm system has occurred.

7.4 Security Alarm Incident Fees

- 7.4.1 Where the **Fire & Rescue Service** is required to respond to any **alarm** that results from a **security alarm system** being routed to the **Fire & Rescue Service**, the **owner** or **occupier** of the **premises** must pay the applicable fee prescribed in Schedule "A". This fee will be in addition to any false alarm fees which may apply under Section 7.3 and will be applied directly to the **service provider**.

7.5 Fire Alarm Testing Fee

- 7.5.1 Where a person fails to notify the monitoring company or the **Fire & Rescue Service** when carrying out testing, repair, maintenance, adjustments or alterations to a **fire alarm system**, as required by this Bylaw, and such failure results in the activation of the **fire alarm system** requiring a response by the **Fire & Rescue Service**, that person must pay the applicable fee prescribed in Schedule "A". This fee will be in addition to any false alarm fees which may apply under Section 7.3 and will be applied directly to the **service provider**.

PART EIGHT: INSPECTION OF PREMISES

8.1 Authority for Inspection

8.1.1 The **Fire Chief** and any **member** designated by the **Fire Chief** are authorized to enter at all reasonable times upon any **premises** to inspect for conditions considered hazardous to life or property as described in the **Fire Code** and *Fire Services Act*.

8.2 Entry for Inspection

8.2.1 A person must not obstruct, hinder or prevent the **Fire Chief** or any **member** from entering into or upon any **premises** for the purpose of inspecting the **premises** in the ordinary course of their duties.

8.3 Frequency of Inspections

8.3.1 The **Fire Chief** is directed and authorized to:

- (a) establish a system for the inspection of all hotels and public buildings, as defined in the *Fire Services Act*;
- (b) establish a regular system for the inspection of other **buildings** in the **City**, as deemed necessary by the **Fire Chief**; and
- (c) establish inspection frequencies, at a minimum, as follows:

| Class | Type | Frequency |
|--------------------|--|------------------|
| A - Assembly | Theatre, Library, Restaurant, Community Hall | Annually |
| | School, Church, Arena, Pool, Pub | 6 months |
| B - Institutional | Detention, Hospital, Rest/Group Home | 6 months |
| C - Multi-Occupant | Hotel/Motel, Apartment, Rooming House | Annually |
| D - Business | Business, Professional Service, Bank, Office | Annually |
| E - Mercantile | Retail | Annually |
| F1 - Industrial | High Hazard and Flammable Materials | 6 months |
| F2 - Industrial | Medium Hazard content | Annually |
| F3 - Industrial | Low Hazard content | Annually |
| Airport | Airport Facilities | Annually |
| Airport | Private Hangers | Every 2 years |

Note: Day Cares are a Provincial Health responsibility. They are inspected by the fire service upon opening as a courtesy to the Ministry. No further site inspections occur unless by Ministry request. Annual service records for fire safety equipment on site are required by the fire service and are provided by the Day Care operator.

**No inspections of Agricultural properties occur unless by request or serious complaint. The fire service has no inspection jurisdiction on these properties under the *BC Fire Services Act*.
(2516, 2011)**

PART NINE: EMERGENCY ACCESS AND EVACUATION

9.1 Fire Safety Plan

- 9.1.1 The **owner** or **occupier** of any **building** required by the **Fire Code** to have a **fire safety plan** prepared in cooperation with the **Fire & Rescue Service** must ensure that the **fire safety plan** is compliant and consistent with the requirements of the **Fire Code** and must:
- (a) prepare the **fire safety plan** in a form, format and diagram template acceptable to the **Fire Chief** and submit the **fire safety plan** to the **Fire Chief** for review;
 - (b) review the **fire safety plan** at least annually in accordance with the requirements of the **Fire Code** and if material changes have occurred in relation to the **building**, use, or **occupancy**, submit an updated plan to the **Fire Chief** for review; and
 - (c) locate the **fire safety plan** on the **premises** in a location and manner acceptable to the **Fire Chief** to allow for reference by the **Fire & Rescue Service**.
- 9.1.2 The **owner** or **occupier** of every **occupancy** of a **building** required by the **Fire Code** to appoint supervisory staff must designate trained supervisory staff consisting of a **Fire Safety Director** and at least one **Deputy Fire Safety Director** to act when the **Fire Safety Director** is absent.
- 9.1.3 Either the **Fire Safety Director** or the **Deputy Fire Safety Director** must be present at the **premises** as required by the **Fire Code**.
- 9.1.4 The **owner** or **occupier** of every **occupancy** of a **building** required by the **Fire Code** to appoint a **Fire Safety Director** must produce evidence, on request by the **Fire & Rescue Service**, that the **Fire Safety Director** and alternate person or persons have been trained to the satisfaction of the **Fire Chief**.

9.2 Obstructions

- 9.2.1 A person must not install or maintain any wire, barbed wire, razor ribbon, fence, cable, aerial, antenna or other obstruction on any **building** roof, parapet wall or openings in an exterior wall required by the **Building Code** or the **Fire Code** for **Fire & Rescue Service** access, so as to obstruct access or egress, cause a hazardous condition, or interfere with **Fire & Rescue Service** operations in the event of fire or other **incident**.

9.3 Storage on Roofs or Balconies

9.3.1 A person must not cause to be placed, stored, or maintained upon any roof or balcony any hazardous materials or any material or object which may interfere with access or egress or **Fire & Rescue Service** operations in case of fire or other emergency, and shall remove all such objects or materials upon the order of a **Fire Inspector**.

9.4 Passageways on Roofs

9.4.1. A person must not obstruct access passageways on a roof surface required by the **Fire Code** or **Building Code**.

9.5 Street Addresses

9.5.1 Every **owner** of real property in the **City** shall ensure that City assigned street addresses are displayed in accordance with the following requirements:

- (a) the civic address that the **City** has assigned to the premises must be displayed on the principal building on the premises and must be legible from a minimum distance of fifteen (15) metres, with each address number being not less than the minimum size specified in Table 9.5;
- (b) where a property includes multiple **buildings** with separate addresses assigned to each of the **buildings**, the **building** address must be displayed on each **building** in accordance with paragraph (a);
- (c) where a **building** is set back from the street or roadway fronting the property such that the assigned street address is not clearly legible from the street or roadway, or where landscaping or architectural appurtenances or other obstructions obstruct the address, the assigned street address shall also be displayed at the driveway entrance from the street or road serving the **building** on a weather-resistant sign permanently mounted on a post and visible from all direction of traffic flow;
- (d) where unusual circumstances exist, the **Fire Chief** may require that a direction indicator or other means of readily identifying and locating a **building** be provided;
- (e) letters or numbers displayed on a building must be of a colour which contrasts with the background colour of the **building**; and
- (f) if a required **emergency access route** is from a street or route other than that to which the City has assigned a civic address, a sign must be posted indicating the street address in a location approved by the **Fire Chief**.

Table 9.5

| Distance measured from public street curb to building | Size Height (mm) | Stroke Width (mm) |
|---|------------------|-------------------|
| Up to 15 m | 75 | 18.0 |
| >15 m to 20 m | 100 | 25.0 |
| > 20 m to 25 m | 150 | 32.0 |
| > 25 m to 35 m | 200 | 38.0 |
| > 35m to 40 m | 250 | 42.0 |
| > 40 m | 300 | 50.0 |

PART TEN: REGULATION OF FIRE HAZARDS

10.1 Removal of Fire Hazards

10.1.1. A person must not cause or permit **combustible materials**, vegetation growth, waste or rubbish of any kind to accumulate in or around **premises** in such a manner as to endanger life or property or to constitute a **fire hazard**.

10.2 Explosion or Potential Explosion, Emission or Spill of Dangerous Goods

10.2.1 Every **owner** or occupier of **premises** or a motor vehicle, vessel, aircraft or railway rolling stock, must report immediately to the **Fire Chief** when an **explosion** or a discharge, emission, escape or spill of **dangerous goods** occurs or where the potential exists for an explosion or a discharge, emission, escape or spill of **dangerous goods**.

10.3 Vacant Premises

10.3.1 For the purpose of this Section, vacant **premises** includes a lot, **building** or other structure in respect of which a water, gas or electricity service has been intentionally discontinued, other than for temporary maintenance, repair or upgrading, so that the condition of the **premises** is not suitable for human habitation or other **occupancy** that is normally permitted.

10.3.2 The **owner** of vacant **premises** must promptly act to ensure that, at all times:

- (a) the **premises** are free from litter and debris or accumulations of **combustible** or **flammable materials** except where storage of **combustible** or **flammable materials** is in strict accordance with the **Fire Code** and this Bylaw; and

CITY OF PITT MEADOWS
FIRE PROTECTION AND LIFE SAFETY CONSOLIDATED
Bylaw No. 2405, 2009

Page 22

(b) all openings in the **premises** are securely closed and fastened in a manner acceptable to the **Fire Chief** so as to prevent the entry of unauthorized persons.

10.3.3 Where an **owner** fails to securely close a vacant **building** as required by Subsection 10.3.2 (b), the **Fire Chief** may, by notice in writing, order the **owner** to secure the **building** or other part of the vacant **premises** against unauthorized entry in a manner set out in the notice.

10.3.4 If an owner of vacant **premises** fails to bring the **premises** into compliance with this Bylaw within twenty-four (24) hours of receiving a notice under Subsection 10.3.3, or if the **Fire Chief** or **member** is unable to contact the owner within twenty-four (24) hours of finding vacant **premises** in an unsecured state, the **Fire Chief** may cause the **premises** to be secured by **City** employees or agents, who may board up or otherwise secure doors, windows and other points of entry into the **premises** in order to prevent fires and unauthorized entry, at the cost and expense of the **owner**.

10.4 Damaged Buildings

10.4.1

(a) The **owner** of a **building** or other structure that has been damaged due to fire, **explosion** or similar event must immediately ensure that all openings and points of entry into the **building** are kept securely closed and fastened in a manner acceptable to the **Fire Chief** so as to prevent the entry of unauthorized persons, or that one or more security guards are stationed to prevent such entry. If the **owner** fails to provide the necessary security to the damaged **building** within 2 hours of being notified by the **Fire Chief** or following an **incident**, the **Fire Chief** may cause the work to be carried out at the cost and expense of the **owner**.

(b) If full extinguishment of a fire is not possible because the structure poses a serious safety risk to entry, and public health or safety is still threatened, the structure may be ordered demolished immediately by the fire service **incident commander**, under the authority of the *Fire Services Act*, in order to facilitate full extinguishment and ensure scene safety. This work will be carried out by the earliest available equipment at the **incident commander's** discretion at the cost and expense of the **owner**.
(2516, 2011)

10.5 Exhibits, Fairs, Trade Shows or Vehicle Displays

10.5.1 Every **owner** or **occupier** of **premises** containing or used for an exhibit, fair display, trade show display or vehicle display must comply with all applicable provisions of the **Fire Code** and, without limiting the generality of the foregoing, must ensure that:

- (a) no exhibit or display is placed in a lobby or foyer or so as to obstruct the required width of an exit way;
- (b) aisles of a minimum of three (3) metres (10 feet) are maintained at all times between displays and the travelled distance to an exit door by an aisle is not be more than forty five (45) metres (150 feet);
- (c) any display of automobiles, motorcycles, scooters, or other vehicles in a public **building**, other than a **building** constructed and classified for such purpose by the **Building Code**, meets the following requirements:
 - (i) vehicle batteries must be disconnected and the battery cables placed or tied in a position to prevent accidental battery contact;
 - (ii) fuel tanks must be equipped with a key-locking cap or other similar device; and
 - (iii) the quantity of fuel in the fuel tanks must not exceed the lesser of one quarter (1/4) of the tank capacity or nineteen (19) litres (5 gallons).

10.6 Commercial Cooking Equipment

10.6.1 Every **owner** or **occupier** of a commercial cooking facility must ensure that the cooking equipment is inspected and maintained in accordance with the requirements of the **Fire Code** and, without limiting the generality of the foregoing, must ensure that:

- (a) all commercial cooking equipment exhaust systems are serviced and cleaned at least every six months by a **Fire Protection Technician**; and
- (b) the instructions for manually operating the fire protection systems are posted conspicuously in the kitchen as part of a **fire safety plan**.

10.7 Dangerous Goods

10.7.1 If the **Fire Chief** is satisfied on reasonable and probable grounds that a discharge, emission or escape of **dangerous goods** has occurred and that immediate action is necessary in order to carry out any reasonable emergency measures, he or she may take such action or cause such action to be taken by any person the **Fire Chief** considers is qualified to do so.

10.8 Fuel Service Station Safety

- 10.8.1 No person carrying on the business of a fuel dispensing service, whether liquid or compressed gas, shall employ any person as an attendant unless that person has successfully completed an industry specific training program in fire safety and protection on all fuel types that the attendant may be required to dispense, and is specifically designed for service station attendants, and which has been approved by the **Fire Chief**.
- 10.8.2 No self-serve pump at a fuel dispensing station shall be equipped with a hold-open device. Human manual control of the flow of fuel is required at all times.
- 10.8.3 Attendants working at a service station must produce Certificate of Completion of course, as described in 10.8.1, at all times when requested by a **member** in the performance of their duties.

PART ELEVEN: SAFETY TO LIFE

11.1 Exits and Means of Egress

- 11.1.1 Every **owner** or **occupier** of **premises** must at all times ensure that all exits and means of egress required under the **Building Code**, *Fire Services Act*, **Fire Code** or the City's *Building Bylaw* are properly maintained and remain unobstructed at all times.

PART TWELVE: CONTROL OF FIRE ACCESS

12.1 Fire Roads, Fire Lanes and other Access Routes

- 12.1.1 The **Fire Chief** may erect or install and securely lock gates, cables or other devices to prevent the use by unauthorized persons of any **emergency access route**, truck trail, driveway, path or highway, whether or not a public highway, over which the **Fire & Rescue Service** has the lawful right to pass, whether by easement, license, **City** ownership or possession or otherwise, for purposes relating to fire protection or control.
- 12.1.2 *Deleted. (2516, 2011)*

PART THIRTEEN: ENFORCEMENT

13.1 Fire Orders

- 13.1.1 In addition to authority provided for orders by the **Fire Chief** or a Fire Inspector elsewhere in this Bylaw, if a person contravenes or fails to comply fully with any provision of this Bylaw, or if conditions exist in or upon any **premises** which in the opinion of the **Fire Chief**, constitute a **fire hazard** or other danger to life or property, the **Fire Chief** may, in writing, issue such order to that person as may be necessary to ensure full and proper compliance with this Bylaw or to remove or otherwise deal with the **fire hazard** or other danger.
- 13.1.2 An order made by the **Fire Chief** or a **Fire Inspector** under this Bylaw may be served:
- (a) by delivering it or causing it to be delivered to the person to whom it is directed;
 - (b) by sending the order by mail to the last known property owner; or
 - (c) if the person to whom it is directed cannot be found, is not known or refuses to accept service of the order, by posting a copy of the order in a conspicuous place on the **premises** that are subject to the order.
- 13.1.3 If an order has been posted in accordance with 13.1.2, a person must not remove, deface or destroy the order.
- 13.1.4 A person against whom an order has been made under this Bylaw may, before the expiration of ten days from the date of the order, appeal in writing to the **Fire Chief**, who may uphold the order, vary or set aside the order of a **Fire Inspector**, or issue an alternative order.
- 13.1.5 Every order issued by the **Fire Chief** or a **Fire Inspector** shall state a date by which the order shall be carried out, which date shall, in the discretion of the issuer, have 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.
- 13.1.6 Where a person is in default of an order made pursuant to this Bylaw, the **City** by its employees, servants or agents may enter the **premises** and effect such work as is required in the notice at the cost and expense of the **owner** or **occupier** of the **premises**.

13.2 Penalties

13.2.1 A person who:

- (a) contravenes, violates or fails to comply with any provision of this Bylaw or of any **permit** or order issued under this Bylaw;
- (b) suffers or allows any act or thing to be done in contravention or violation of this Bylaw or any **permit** or order issued under this Bylaw;
or
- (c) fails or neglects to do anything required to be done under this Bylaw or any **permit** or order issued under this Bylaw;

commits an offence and upon conviction shall be liable to a fine of not more than Ten Thousand (\$10,000.00) Dollars, and where the offence is a continuing one, each day that the offence is continued shall constitute a separate offence.

13.3 Enforcement by Municipal Ticket

13.3.1 This bylaw may be enforced by means of a ticket issued under the *Ticket Information Bylaw*.

PART FOURTEEN: COST RECOVERY

14.1 Inspection Fees

14.1.1 Every person who obtains any of the following inspections by the **Fire & Rescue Service** must pay the applicable fee prescribed in Schedule "A" of this Bylaw:

- (a) a special request inspection of a **building**, structure or site to determine compliance with this Bylaw or the **Fire Code**; or
- (b) re-inspection of **premises** after an order has been issued under this Bylaw.

14.2 File Search Fee

14.2.1 Any person seeking documentation for information on incident details or on occupancies for outstanding **Fire Code** violations or infractions or other related information shall pay the fee specified in Schedule "A". Such requests will consider restrictions and obligations under the *Freedom of Information and Protection of Privacy Act*.
(2516, 2011)

14.3 No Relief from Other Fees

14.3.1 Payment of any of the fees specified in Section 14.1 or 14.2 does not relieve a person from the requirement to pay any other fee prescribed under the **Fire Code**, the **Building Code**, the *Fire Services Act*, another City bylaw or any other applicable legislation.

14.4 Fire Investigation Fee

14.4.1 For every fire **incident** where damage is estimated to be in excess of \$5000 and for which the **Fire Chief** must complete a Fire Investigation Report in accordance with the *Fire Services Act*, the owner of the damaged structure shall pay the fee specified in Schedule "A".

14.5 Fire and Dangerous Goods Incidents

14.5.1 Every person who, wilfully or recklessly and without reasonable cause:

- (a) sets or causes a fire to which the **Fire & Rescue Service** must respond; or
- (b) causes any other loss that can be directly attributed to the use of fireworks contrary to the requirements and restrictions of the *Fireworks Bylaw*,

shall be liable to pay the actual costs and expenses incurred by the **Fire & Rescue Service** in responding to and investigating the **incident**.

14.5.2 Every **owner**, carrier, agency, organization or other person having responsibility for the transport, storage or use of **dangerous goods**, shall be responsible, at that person's own cost and expense, for the clean up and safe disposal of all such **dangerous goods** arising from any **incident**, and a person who fails to do so shall be liable to pay the actual costs and expenses incurred by the **Fire & Rescue Service** in performing such work including;

- (a) the costs and expenses incurred by the **City** or its contractors or agents for the clean up and safe transport and disposal of the **dangerous goods**; and
- (b) the costs incurred by the **Fire & Rescue Service** in mitigating the **dangerous goods incident**, including without limitation, equipment replacement and decontamination costs.

14.6 Scene Security Costs

14.6.1 If a fire cause or other investigation is required, and cannot be conducted immediately, the owner is required to provide for **incident** security through a recognized security agency that is acceptable to the Incident Commander and any Peace Officer in charge at the **incident**. The security agency must;

- (a) be able to provide the required number of personnel on a 24 hour basis for the duration of the investigation;
- (b) be fully bonded;
- (c) be capable of cooperating in the exchange of specific information at the **incident** in order to facilitate security efforts and communications exchange; and
- (d) be able to be on the premises within one (1) hour of the request of the owner, **Fire & Rescue Service** or police.

14.6.2 All costs associated with security at an **incident**, as described in Section 14.6.1, are the sole responsibility of the owner or occupier.

14.7 Mutual Aid Fire Services Cost Recovery (2516, 2011)

14.7.1 When, because the Fire & Rescue Service does not have the particular equipment or personnel required to deal with an **incident** located within the **City**, mutual aid fire services are provided to the property, the **City** hereby imposes, on the registered owner of the property to which the said mutual aid fire service is provided, all costs associated for mutual aid fire services as submitted to the **City** by the mutual aid agency.

14.7.2 The cost recovery charges imposed by this Bylaw are due and payable by the registered owner of property to which is supplied the mutual aid fire services within 30 days of the date of an invoice issued by the **City** to the registered owner of the property for the said mutual aid fire services.

14.8 General Fee Provisions

- 14.8.1 Where a fee is charged to the owner or occupier of property under this Bylaw, the **City** may invoice the owner of the real property in relation to which the fee was imposed. **(2516, 2011)**
- 14.8.2 Where a fee is charged to a Service Provider, the **City** will invoice the service provider directly. **(2516, 2011)**
- 14.8.3 Where more than one person is liable to pay a fee or pay for the actual costs and expenses incurred by the **Fire & Rescue Service**, the fee or the costs and expenses may be imposed among the persons involved on a pro rata basis. **(2516, 2011)**
- 14.8.4 Where under this Bylaw the **City** is authorized or required to provide work or services to lands or improvements, and the costs incurred by the **City** in carrying out such work or services are not paid when due and payable, the **City** may recover those costs from the **owner** of the lands or improvements in the same manner and with the same remedies as ordinary taxes.
- 14.8.5 If any fees levied under this bylaw remain outstanding after 90 days then the fees shall be added to, and form part of, the taxes payable on the real property as taxes in arrears. All appropriate penalties and interest will apply.
- 14.8.6 Where Schedule A specifies Apparatus Costs per GVRD Agreement, the costs shall be those payable to the City by the Greater Vancouver Regional District pursuant to any aid agreement in force on the date the cost became payable, and if no such agreement is in force on that date, the costs payable under the aid agreement that was most recently in force.

PART FIFTEEN - REPEAL

15.1 Repeal of Previous Bylaws

- 15.1.1 The *Fire Department Bylaw No. 1019* is hereby repealed.
- 15.1.2 The *Fire Protection Equipment and Testing Bylaw No. 2366* is hereby repealed.
- 15.1.3 The *Fire Alarm Bylaw No. 2288* is hereby repealed.
- 15.1.4 The *Service Station Training and Certification Bylaw No. 1653* is hereby repealed.
- 15.1.5 The *Fire Services Fees Bylaw No. 2121* is hereby repealed.

**CITY OF PITT MEADOWS
FIRE PROTECTION AND LIFE SAFETY CONSOLIDATED
Bylaw No. 2405, 2009**

**SCHEDULE "A"
(Bylaw No. 2773, 2017)**

FEES

| Violation or Action Description | Section | Fee |
|--|----------------|--|
| Standby at Special Event or Contract Event | 3.8.1 | Apparatus costs per GVRD Agreement |
| Incident Attendance – contact person not arriving within 30 minutes after request for attendance (per hour or portion of hour) | 7.1.4 | Apparatus costs per GVRD Agreement or \$150/hr for Chief Officer |
| Attendance - false alarm – 2 nd false alarm in 12 months | 7.3.1 | \$ 150 |
| Attendance - false alarm – 3 rd and subsequent false alarms in 12 months | 7.3.1 | \$ 500 |
| Attendance – false alarm – 4 th and subsequent false alarms in 12 months | 7.3.3 | Apparatus costs per GVRD Agreement |
| Attendance – false alarm – caused by security alarm system | 7.4.1 | \$ 200 |
| Attendance – false alarm – monitoring agency not notified or agency notified fire service in error | 7.5.1 | \$ 200 |
| Re-Inspection or follow-up to an order, first | 14.1.1 | \$ 50 |
| Re-inspection or follow-up to an order, second and subsequent | 14.1.1 | \$ 100 |
| Special Inspection Fee | 14.1.1 | \$ 50 |
| File Search Fee | 14.2.1 | \$ 100 |
| Fire Investigation Fee (incidents over \$5000 property loss) | 14.4.1 | \$500 per day or portion |
| Willful or Reckless Act investigation, response & abatement | 14.5.1 | Apparatus costs per GVRD Agreement |
| Response, mitigation, clean-up, transport, disposal of dangerous goods | 14.6 | Apparatus costs per GVRD Agreement |

COST RECOVERY CHARGES

| Violation or Action Description | Section | Fee |
|--|----------------|--------------|
| Replacement of Contaminated Equipment | 3.7.1 | Actual costs |
| Standby at Special Event or Contract Event | 3.8.1 | Actual costs |
| Repair/Replacement of Firefighting Equipment | 4.5.1 | Actual costs |
| Repair/Replacement of City Water Supply Equipment | 6.6.3 | Actual costs |
| Vacant premises – securing premises | 10.3.4 | Actual costs |
| Damaged building – securing premises | 10.4.1 | Actual costs |
| Work not performed in violation of order | 13.1.6 | Actual costs |
| Willful, Negligent or Reckless Act investigation, response & abatement | 14.5.1 | Actual costs |
| Mitigation, clean-up, transport, disposal of dangerous goods | 14.6 | Actual costs |
| Scene Security Costs | 14.7.2 | Actual costs |
| Mutual Aid Costs | 14.8 | Actual Costs |

Every provision of the Fire Protection and Life Safety Bylaw, No. 2405, 2009 and amendments, the non-compliance of which constitutes a contravention, or requires a fee, other than those specifically enumerated in this Schedule, has a penalty amount of \$200.

**CITY OF PITT MEADOWS
FIRE PROTECTION AND LIFE SAFETY CONSOLIDATED
Bylaw No. 2405, 2009**

**Schedule B
(2516, 2011)**

Fines

| <u>Column 1</u> | <u>Column 2</u> | <u>Column 3</u> |
|--|--------------------------|-----------------|
| OFFENCE COMMITTED | BYLAW SECTION NO. | FINE |
| Interference with a fire service member performing their duties at an emergency incident | 4.1 | \$500 |
| Prohibited entry into an emergency or investigation scene | 4.2 | \$100 |
| False Representation as a member of the fire service | 4.3 | \$500 |
| Scene Control (no entry) | 4.4 | \$100 |
| Driving over firefighting/rescue equipment | 4.5 | \$200 |
| Failure to maintain emergency equipment in operational condition | 5.1 | \$500 |
| Use of non-ASTT certified service technician | 5.1 | \$200 |
| Failure to post "Local Alarm Only" signage | 5.1 | \$200 |
| Improper or lack of Fire Department Connection signage | 6.2, 6.3 | \$100 |
| Improper or lack of Sprinkler System/Valve signage | 6.2, 6.3 | \$100 |
| Failure to maintain sprinkler system operation during building demolition | 6.4 | \$200 |
| Improper or unauthorized use of a fire hydrant | 6.6, 6.7 | \$500 |
| Unauthorized connection to hydrant system main | 6.6 | \$500 |
| Failure to maintain a private fire hydrant | 6.7 | \$200 |
| Failure to provide or maintain clear emergency access route | 6.8, 6.9 | \$200 |
| Failure to provide proper emergency access route signage | 6.8, 6.9 | \$100 |
| Failure to act upon fire protection equipment Orders | 6.11 | \$500 |
| Failure to provide Contact Person information | 7.1 | \$100 |
| Improper activation of a fire alarm system | 7.2 | \$100 |
| Interference with an inspector performing their duties | 8.2 | \$500 |
| Failure to provide a posted Fire Safety Plan | 9.1 | \$200 |
| Obstruction causing a hazardous condition | 9.2 | \$200 |
| Obstruction that impairs firefighting operations | 9.2 | \$200 |
| Improper storage on a roof or balcony | 9.3 | \$100 |
| Obstruction of roof top passageways | 9.4 | \$100 |
| Improper or lack of proper street addressing display | 9.5 | \$100 |
| Failure to remove fire hazards | 10.1 | \$200 |
| Failure to report an explosion, or emission or spill of dangerous goods | 10.2 | \$500 |
| Failure to secure or remove hazards at a vacant premise | 10.3.2 | \$300 |

CITY OF PITT MEADOWS
FIRE PROTECTION AND LIFE SAFETY CONSOLIDATED
Bylaw No. 2405, 2009

| | | |
|--|------|-------|
| Failure to provide security to a damaged building | 10.4 | \$100 |
| Violation of requirements for exhibits, fairs, trade shows or vehicle displays | 10.5 | \$200 |
| Failure to maintain commercial cooking equipment | 10.6 | \$200 |
| Non-certified service station attendant | 10.8 | \$100 |
| Improper fuel dispensing device | 10.8 | \$500 |
| Failure to provide exit or means of egress | 11.1 | \$500 |