

**PEACE RIVER REGIONAL DISTRICT
By-Law No. 1895, 2010**

A by-law to authorize the signing of an agreement with the City of Fort St. John regarding Rural Fire Protection Services

WHEREAS the Peace River Regional District (the "Regional District") is desirous of entering into an agreement with the City of Fort St. John ("Fort St. John") for the provision of rural fire protection services;

AND WHEREAS the parties have agreed that Fort St. John will provide the Regional District with Rural Fire Protection Services;

NOW THEREFORE the Regional Board of the Peace River Regional District, in open meeting assembled, enacts as follows:

1. The Peace River Regional District is authorized to enter into the Agreement and the Chair and Chief Administrative Officer of the Peace River Regional District are hereby authorized to affix the seal of the Peace River Regional District to the Agreement, Appendix 'A' attached, which forms part of this by-law.
2. This by-law may be cited as "Fort St. John Rural Fire Protection Services Agreement By-law No. 1895, 2010."

READ A FIRST TIME this 13th day of May, 2010.

READ A SECOND TIME this 13th day of May, 2010.

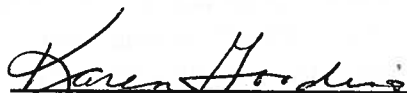
READ FOR A THIRD TIME this 13th day of May, 2010.

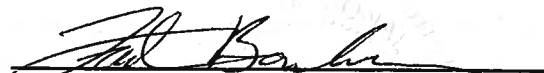
ADOPTED this 13th day of May, 2010.

CERTIFIED a true and correct copy
of "Fort St. John Rural Fire
Protection Services Agreement
By-law No. 1895, 2010."


Fred Banham,
Chief Administrative Officer

THE CORPORATE SEAL of the Peace
River Regional District was hereto affixed
in the presence of:


Karen Goodings,
Chair


Fred Banham,
Chief Administrative Officer

Appendix 'A'
RURAL FIRE PROTECTION AGREEMENT

This agreement made the _____ day of _____, 2010.

BETWEEN:

Peace River Regional District
Box 810, 1981 Alaska Avenue,
Dawson Creek, BC V1G 4H8
{hereinafter called the "Regional District"}

AND:

The City of Fort St. John
10631 - 100th Street,
Fort St. John, BC V1J 3Z5
{hereinafter called "Fort St. John"}

WHEREAS the Local Government Act, R.S.B.C. 1996 Chapter 323 empowers the Regional District to establish within any area not incorporated as a city, town, village or district municipality, a service area for the purpose of providing rural fire protection services to that area;

AND WHEREAS the Regional District has, pursuant to "Fort St. John Rural Fire Protection Local Service Area Establishment Bylaw No. 639, 1989" and "Fort St. John Rural Fire Protection Local Service Area Amendment By-law No. 942, 1994; "Fort St. John Rural Fire Protection Local Service Area Amendment By-law No. 1119, 1997"; "Fort St. John Rural Fire Protection Local Service Area Establishment By-law No. 1127, 1997" and "Fort St. John Rural Fire Protection Local Service Area Amendment By-law No. 1141, 1998" established a local service area (hereinafter called the "Fire Protection Area") for rural fire protection services more particularly known and described in the said by-law;

AND WHEREAS, "Fort St. John Rural Fire Protection Local Service Establishment Amendment By-Law No. 1236, 1999" authorizes a revision to the amount that may be requisitioned for this purpose;

AND WHEREAS, Fort St. John has established a Fire Department (hereinafter called the "Fire Department") pursuant to Fort St. John's Fire Protection and Regulation By-Law No. 1326, 1998, and the Board of the Regional District has consented to the municipality providing a service within an electoral area of the Regional District in accordance with section 13 of the *Community Charter*;

Appendix 'A'
RURAL FIRE PROTECTION AGREEMENT

AND WHEREAS the Regional District has on behalf of residents of the Fire Protection Area negotiated with Fort St. John to provide rural fire protection services to the Rural Fire Protection Area for a period of five (5) years on the terms hereinafter contained.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto covenant and agree each with the other as follows:

1. Rural Fire Protection Services

1.1. Fort St. John shall through its Fire Department provide rural fire protection and control services (hereinafter called the "Rural Fire Protection Services") to and for the Fire Protection Area and without limiting the generality of the foregoing, the Rural Fire Protection Services supplied by the Fire Department to the Fire Protection Area shall include:

- (a) Answering emergency calls from the Fire Protection Area pertaining to this agreement;
- (b) Attending at fire emergencies and at highway and other transportation related emergencies which require fire suppression, extraction and / or a hazardous materials response (including dangerous goods as defined in the *Transportation of Dangerous Goods Act* (1992) in the Fire Protection Area with all necessary equipment for the purpose of controlling and extinguishing fires and providing emergency services;
- (c) Conducting inspections in accordance with the City of Fort St John "Fire Prevention and Regulation By-law No. 1326, 1998" as revised from time to time (a copy of the bylaw at time of signing is attached for reference) to locate conditions which may cause a fire or increase the danger of a fire or increase the danger of persons from a fire and conducting fire inspections of public buildings as defined in the *Fire Services Act* that are located in the Fire Protection Area as if they were within the municipality, time and staffing permitting;
- (d) Conducting investigations of fires within the Fire Protection Area to ascertain whether a fire was due to accident, negligence, design or otherwise; and
- (e) Generally coordinating and implementing all those services which may be necessary for or incidental to the investigation, prevention and suppression of fires and related emergencies or matters within the Fire Protection Area and which are normally contemplated to be within the scope of responsibility of Municipal Fire Departments in British Columbia pursuant to laws in force from time to time in British Columbia.

Appendix 'A'
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- 1.2. Fort St. John through its Fire Department shall endeavor to provide the necessary personnel and maintain and operate all necessary equipment to provide the Rural Fire Protection Services to the Fire Protection Area as contemplated in this Agreement.
- 1.3. Rural Fire Protection Services under this agreement shall be generally provided by Fort St. John in the same manner and to the same extent in the Fire Protection Area as the Fire Department of Fort St. John supplies protection and control services within the boundaries of the City of Fort St. John provided that the Regional District acknowledges and agrees that:
 - (a) Response times to locations within the Fire Protection Area will typically be longer than response times to locations within the City boundary because of increased distances and because members of the Fort St. John Fire Department will be generally less familiar with the roads of the Fire Protection Area; and
 - (b) Fort St. John has no responsibility over or in relation to the quantity or pressure of water, the availability of water, the location or maintenance of fire hydrants, or the condition or maintenance of highways and roadways within the Fire Protection Area and accordingly the ability of Fort St. John to provide Rural Fire Protection Services may be affected; and
 - (c) There are no community water services within the Fire Protection Area other than the water system servicing a portion of the area known as the Airport Subdivision. Fort St. John has no responsibility over or in relation to the installation, operation and maintenance of the Airport Subdivision water system except the supply of bulk water to the system. The ability of Fort St. John to provide Rural Fire Protection Services may be affected by factors such as the unavailability of water, or failure to provide or maintain fire hydrants or water systems.

2. Term of Agreement

- 2.1. The Term of this Agreement shall be five (5) years and shall expire June 30, 2015.

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3. Cost Sharing and Payment for Rural Fire Protection Services

3.1. The annual cost will be the amount to be approved for inclusion in the financial plan of Fort St. John to include:

- (a) All operational costs to the Fire Department excluding hydrant maintenance;
- (b) An annual contribution to a capital replacement account calculated as per the formula in section 3.2 to a maximum of \$50,000 per year; and
- (c) This agreement shall include a one time lump sum contribution of \$1,200,000 toward the construction of a new fire hall; and

3.2. The cost of the Fire Department shall be allocated between the Regional District and the City based on their respective percentage shares of the converted values for improvements only of tax Classes 1, 6, and 8 in the Fire Protection Area and the City.

3.3. The Regional District shall pay to the City its share of the annual cost within 30 days of receiving the requisition funds from the Province in August each year of the Agreement.

4. Area of Service

4.1. The Fire Protection Area is shown on the map attached as Schedule 'A' and forming part of this agreement.

5. Reporting Requirements

5.1. Fort St. John shall provide its Fire Department budget for each year by January 31st in each year of the agreement to the Regional District, said budget to form the basis of the determinations made under section 3 of this Agreement.

5.2. Fort St. John shall provide a copy of the audited annual financial report of the Fire Department to the Regional District within 30 days of the audit report being received by Council.

5.3. Fort St. John shall provide such other information to the Regional District as the Regional District may from time to time reasonably require, including, without limiting the generality of the foregoing, an annual statement of activities of the Fire Department detailing responses to emergency calls within the Fire Protection Area and other information concerning Rural Fire Protection Services performed within the Fire Protection Area.

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RURAL FIRE PROTECTION AGREEMENT

6. Fire Department Management Committee

6.1. The parties hereto agree to establish a "Fire Department Management Committee" consisting of:

- (a) The Director of Electoral Area "C" and the CAO or designate of the Peace River Regional District; and
- (b) The City Manager or designate of Fort St. John.

6.2. The duties of the Fire Department Management Committee shall include:

- (a) Establishing and maintaining a liaison between the Regional District and Fort St. John in all matters arising out of this Agreement;
- (b) Reviewing extraordinary budgetary recommendations for the Fort St. John Fire Department to the City and the Regional District from time to time;
- (c) Reviewing proposals from the Fort St. John Fire Department for capital expenditures or expansion in Rural Fire Protection Services;
- (d) Reviewing and making recommendations for settlement of any disputes between the parties hereto arising out of matters contained in this Agreement.

7. Renewal of Agreement

7.1. This Agreement shall automatically renew unless notice is provided by either party in accordance with Article 8.1 below.

8. Notices

8.1. Either of the parties to this Agreement may terminate this Agreement by giving to the other party on or before the last day of November of any year during the term of this Agreement, a Notice of Termination in writing and if such notice is given in such manner this Agreement shall terminate on the last day of December in the following year.

Appendix 'A'
RURAL FIRE PROTECTION AGREEMENT

8. Notices (continued)

- 8.2. Any notice given to the City hereunder shall be well and sufficiently given if sent by pre-paid registered mail or delivered to Fort St. John addressed as follows:

City of Fort St. John
10631 – 100th Street
Fort St. John, BC V1J 3Z5

Any such notice shall be deemed to have been given if delivered, when delivered, and if mailed, on the second business day following that on which it was mailed.

- 8.3. Any notice given to the Regional District hereunder shall be well and sufficiently given if sent by pre-paid registered mail or delivered to the Regional District addressed as follows:

Peace River Regional District
Box 810, 1981 Alaska Avenue
Dawson Creek, BC V1G 4H8

Any such notice shall be deemed to have been given if delivered, when delivered, and if mailed, on the second business day following that on which it was mailed.

9. Arbitration

- 9.1. Any matter or thing which in this Agreement is left to be mutually agreed upon by the parties hereto and upon which they cannot agree, or any dispute between the parties hereto as to the interpretation of this Agreement or any term or condition herein, or any matter in difference between the parties hereto in relation to this Agreement shall be referred in the first instance to the Fire Department Management Committee herein established. If the Fire Department Management Committee cannot determine the matter in dispute within thirty (30) days next after reference to it, the matter in dispute shall be referred to a single arbitrator, following the process set out in the Commercial Arbitration Act. The award and determination of such arbitrator shall be binding upon the parties hereto and their respective heirs, executors, administrators and assigns.

Appendix 'A'
RURAL FIRE PROTECTION AGREEMENT

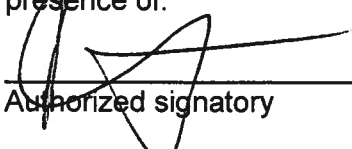
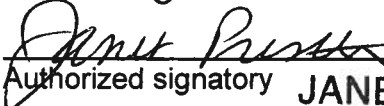
10. General

- 10.1. Fort St. John covenants to use due diligence in the supply of Rural Fire Protection Services to the Fire Protection Area through its Fire Department in accordance with the terms of this Agreement and all laws of general application in force in British Columbia from time to time.
- 10.2. The parties hereto and each of them covenant and agree that each of them shall upon the reasonable request of the other party, make, do, execute or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices and assurances whatsoever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.
- 10.3. The parties hereto covenant and agree that each has taken all the necessary corporate action and obtained all necessary authorizations to enable it to enter into and perform the terms of this Agreement.
- 10.4. The Regional District hereby indemnifies, saves harmless, releases and forever discharges Fort St. John from and against any and all manner of actions, causes of action, claims, debts, suits, losses, liabilities, costs, demands and expenses, whatsoever, whether known or unknown (collectively "Claims"), in any way arising from, in connection with or attributable to the actions of Fort St. John in the provision of the Rural Fire Protection Services under this Agreement, except where such Claims are caused or attributable to the negligence of Fort St. John. This shall survive the expiry or earlier termination of this Agreement.
- 10.5. Fort St. John hereby indemnifies, saves harmless, releases and forever discharges the Regional District from and against any and all manner of actions, causes of action, claims, debts, suits, losses, liabilities, costs, demands and expenses, whatsoever, whether known or unknown (collectively "Claims"), in any way arising from, in connection with or attributable to the actions of Fort St. John in the provision of the Rural Fire Protection Services under this Agreement, except where such Claims are caused or attributable to the negligence of Fort St. John. This shall survive the expiry or earlier termination of this Agreement.
- 10.6. If at any time during the continuance of this Agreement the parties hereto shall deem it necessary or expedient to make any alternation or addition to this Agreement they may do so by means of written agreement between them which shall be supplemental hereto and form part thereof.

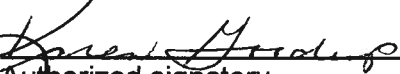

Appendix 'A'
RURAL FIRE PROTECTION AGREEMENT

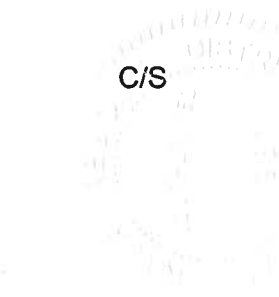
- 10.7. Time shall be of the essence of this Agreement.
- 10.8. Neither of the parties hereto may assign any of their rights and obligations hereunder.
- 10.9. This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators and successors of the parties hereto.

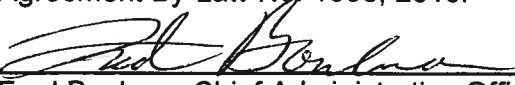
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

THE CORPORATE SEAL of the City of Fort St. John was hereunto affixed in the presence of:)
)
)
)

Authorized signatory **Bruce Lantz**)
Mayor)
)

Authorized signatory **JANET PRESTLEY**)
Director of Legislative)
and Administrative Services)



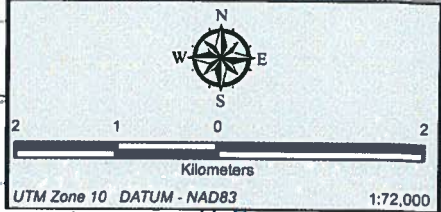
THE CORPORATE SEAL of the Peace River Regional District was hereunto affixed in the presence of:)
)
)
)

Authorized signatory)
Karen Goodings, Chair)
)

Authorized signatory)
Fred Banham, CAO)



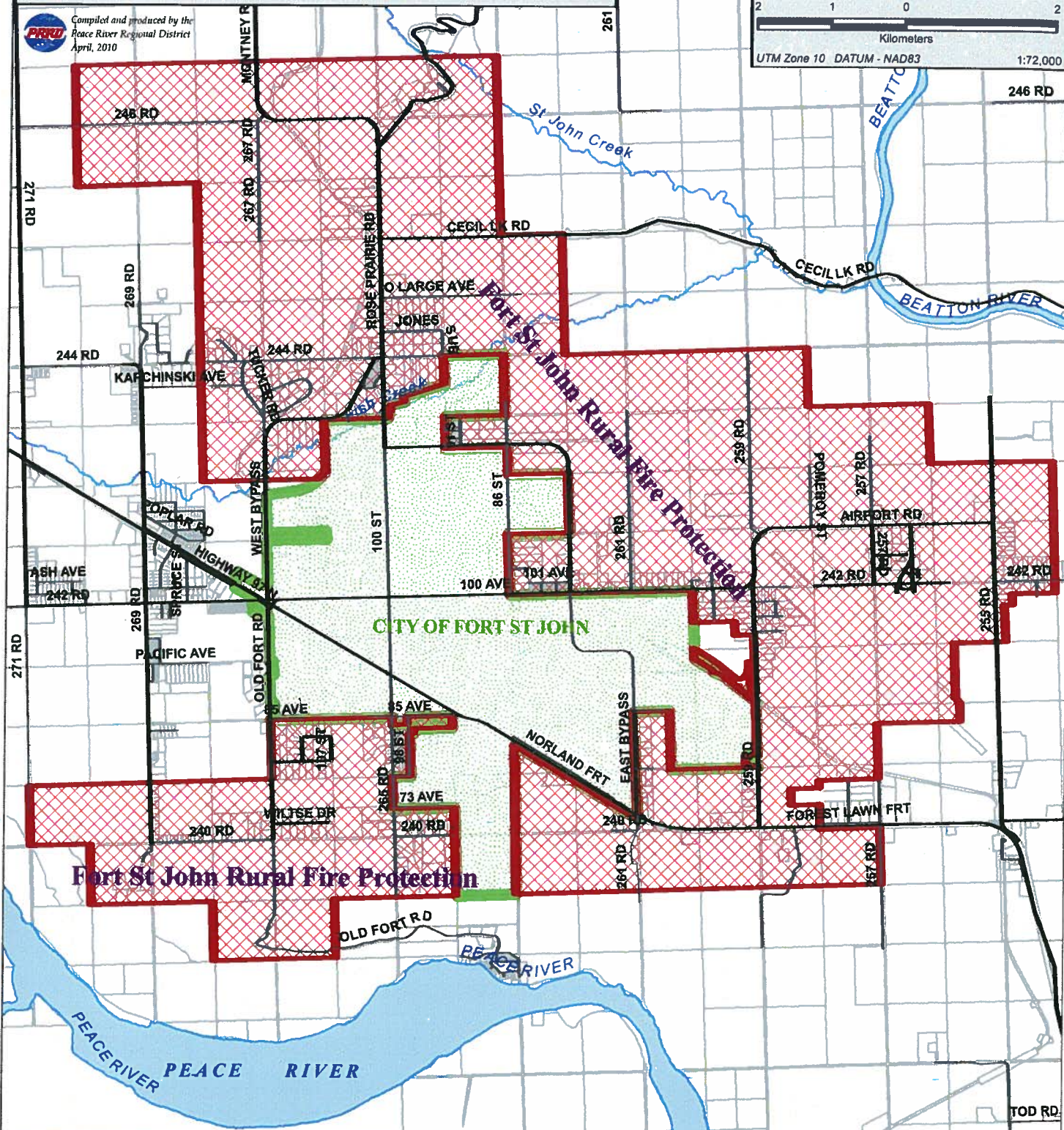
CERTIFIED a true and correct copy of Appendix 'A' to "Fort St. John Rural Fire Protection Services Agreement By-Law No. 1895, 2010."

Fred Banham, Chief Administrative Officer

PEACE RIVER REGIONAL DISTRICT Fort St John Rural Fire Protection Boundary


 Compiled and produced by the
 Peace River Regional District
 April, 2010

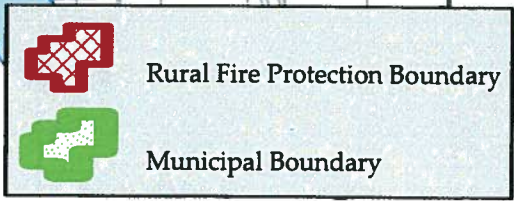




UTM Zone 10 DATUM - NAD83
 1:72,000
 Kilometers



"CERTIFIED a true and correct copy of Schedule "A" to
 "Fort St John Rural Fire Protection Services Agreement
 bylaw No: 1895, 2010"

Fred Banham, Chief Administrative Officer



 Rural Fire Protection Boundary
 Municipal Boundary



Schedule 'B' to
Peace River Regional District
By-law No. 1895, 2010



FORT ST. JOHN

The Energetic City

**Fire Prevention and
Regulation Bylaw
No 1326, 1998**

CITY OF FORT St JOHN

FIRE PREVENTION AND REGULATION BYLAW No. 1326 , 1998.

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CITY OF FORT St JOHN

BYLAW NO. 1326, 1998

FIRE PREVENTION AND REGULATION BYLAW

WHEREAS, pursuant to statutory powers, included in Part 22 and sections 728 (e), 725 (g), (h) and 726 (1) and (2) of the Municipal Act, R.S.B.C. 1996, c.323 Council may regulate by Bylaw fire prevention;

NOW THEREFORE, the Council of the City of Fort St John, in open meeting assembled enacts as follow:

**PART 1
INTRODUCTORY PROVISIONS**

TITLE

- 1 This Bylaw may be cited as the "Fire Prevention and Regulation Bylaw No 1326, 1998".

REPEAL

- 2 Bylaw No 1000, 1984, the Fire Prevention Bylaw, is repealed.
Bylaw No 1080, 1987 the Fire Prevention Amendment Bylaw, is repealed.

DEFINITIONS

- 3 "apparatus" means any vehicle provided with machinery, devices, equipment or materials for fire fighting as well as vehicles used to transport fire fighters or supplies;

"approval" means acceptance as satisfactory to the Fire Chief;

"building" means any structure used or intended for supporting or sheltering any use of occupancy;

"B C Building Code" means the regulations made pursuant to Division 5 of Part 21 of the Municipal Act and includes British Columbia Regulation #140/73;

“B C Fire Code Regulations” means the regulation made pursuant to the Fire Services Act and amendments thereto and includes British Columbia Regulation 15/87;

“Council” means the Council of the City of Fort St John;

“dangerous goods” means any product, substance or organism which is of a highly combustible, flammable, or explosive nature, as defined in the Transportation of Dangerous goods Act and amendments thereto;

combustible liquid” means any liquid having a flash point at or above 34.8 degrees C and below 93.3 degrees C;

“equipment” means any tools, contrivances, devices or materials used by members of the Fire Department to combat any incident or other emergency:

“Fire Chief” means the Chief of the Fire Department and any officer, member or inspector of the Fire Department who is authorized by the Chief to act for the Chief;

“Fire Department” means the City of Fort St John Fire Department;

“fire protection” means any aspect of fire safety, including but not limited to fire prevention, fire fighting or suppression, prefire planning, fire investigation, public education and information, training or other staff development and advising;

“fireworks” means a composition that burns energetically and, if confined, explodes, and materials regulated in the Fireworks Manual, Explosives Division of energy, Mines and Resources Canada as regulated under the Canada Explosives Act;

“fireworks manual” means a publication of that name issued pursuant to the Canada Explosives Act and amendments thereto;

“Fire Services Act” means Chapter 133 R.S.B.C. 1979 and amendments thereto and Regulations;

flammable” means any liquid having a flash point below 34.8 degrees C and liquid having a vapour pressure not exceeding 275.8 kpa (absolute) at 34.8 degrees C;

“flash point” means the minimum temperature at which a Liquid within a container gives off vapour in sufficient concentration to form an ignitable mixture with air near the surface of the liquid;

“garbage” includes untreated wood, processed wood fuels, uncolored paper, coal, oil or petroleum fuels;

“incident” means any fire or any situation where a fire, explosion or life threatening condition is imminent;

“Member” means any person or officer that is employed by Council as a member of the Fire Department;

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

“open fire” (a) means any combustion, the products of which are emitted directly into the atmosphere;

(b) excludes products emitted by means of a chimney;

(c) includes products emitted by means of a garden or domestic incinerator operated out of doors;

“order” includes an approval, a decision, a determination, a permit, and the exercise of a discretion made under the provisions of this Bylaw;

“smoking” includes the carrying of any lighted pipe, cigar or cigarette;

“permit” means a document issued pursuant to this Bylaw authorizing a person to carry on a procedure or undertaking, or to use, store or transport materials, under certain and specific conditions;

PART 2 OTHER PROHIBITIONS

False Representation

4 A person must not falsely represent themselves as a Fire Department member.

Destruction of Fire Department’s Equipment

5 A person must not damage or destroy any Fire Department apparatus or equipment.

PART 3
INSPECTION AND FIRE SUPPRESSION

Inspection

- 6 (1) The Fire Chief at all reasonable times may enter any real property for the purpose of:
- (a) carrying out the provisions of this Bylaw;
 - (b) inspecting it for and causing the correction of conditions that may cause a fire or increase the danger of a fire or increase the danger to persons.
- (2) A person must pay fees set out in Schedule "B" for an inspection or permit.

Obstruction of Streets, Hydrants

- 7 A person must not obstruct or otherwise interfere with access roads or streets or any other approach to any fire, incident, fire hydrant, cistern or body of water designated for fire fighting purposes.

Fire Scene Boundaries

- 8 (1) At any incident the Fire Chief may prescribe boundaries or limits and keep persons from entering the area within those boundaries or limits unless authorized to enter by the Fire Chief.
- (2) At any incident the Fire Chief may request Police Officers to enforce restrictions on persons entering within prescribed boundaries or limits.
- (3) A person who is within prescribed boundaries or limits must move when directed to do so by a Police Officer or a Member.

Control of Resources at Fire Scene

- 9 (1) The Fire Chief has the control, direction and management of all Fire Department apparatus, equipment or personnel assigned to any incident.
- (2) At any incident the Fire Chief may request any volunteer to assist:
- (a) in removing furniture, goods and merchandise from any building on fire or in danger of fire;

- (b) in guarding and securing the furniture, goods or merchandise; and
 - (c) in demolishing a building or structure at or near the fire or other incident.
- (3) The Fire Chief may employ privately owned equipment which the Fire Chief considers necessary to deal with any incident.

Impeding Personnel at Fire Scene

- 10 A person must not in any way impede or hinder any Member or other person under the direction of the Fire Chief or any officer in command at any fire or incident.

Driving On Fire Scene Equipment

- 11 A person must not drive a vehicle over the Fire Department's equipment located at the scene of an incident unless directed by a Member or a Police Officer.

Entry into Buildings at Fire Scene

- 12 (1) At any incident the Fire Chief may enter any real property where the incident occurred and cause any Member or apparatus or equipment to enter that property in order to combat, control or deal with the incident.
- (2) At any incident the Fire Chief may enter, pass through or over buildings or property adjacent to any incident and may cause Members and apparatus and equipment' to enter or pass through or over buildings or property to gain access to the incident or to protect any person or property.

Demolition of Buildings at Fire Scene

- 13 At any fire the Fire Chief may cause a building, structure or thing to be pulled down, demolished or otherwise removed to prevent the spread of fire to other buildings, structures or things or to complete the extinguishment of a fire.

**PART 4
FIRE PREVENTION**

Vacant Buildings

- 14 The owner, agent or manager of any vacant building at all times must:
- (a) keep the building free from debris and combustible waste material; and
 - (b) ensure that all openings in the building are securely fastened and closed so as to prevent the entry of any unauthorized person.

**PART 5
FIRE PREVENTION FOR ACTIVITIES AND MATERIALS**

Open Air Burning

- 15 No person shall light, ignite, start or allow or cause to be lighted, ignited, or start, an outdoor fire of any kind, or for any purpose except as follows:

(1) Burning without a Permit

- (a) The operation of a permanent outdoor fireplace, equipped with a spark arrester and approved by the Fire Chief, is permitted.
- (b) The operation of a permanent outdoor barbecue intended for, and used solely for, the preparation of food using briquettes, natural or propane gas is permitted.
- (c) The operation of a portable outdoor barbecue intended for, and used solely for, the preparation of food using briquettes, natural or propane gas is permitted.
- (d) The operation of fire enclosures at City Parks for personal warmth and the preparation of food is permitted.
- (e) Burning for fire-training exercises of the Fire Department is permitted.

(2) Burning Permit Required

- (a) No person shall light, ignite, or start or allow or cause to be lighted, ignited, or started, a fire of any kind whatsoever in the open air without first obtaining a written Special Permit to do so from the Fire Chief as outlined in Schedule "A" attached to and forming part of this Bylaw.
- (b) A person to whom a permit has been so issued under subsection (a) shall place and keep a competent adult person at all times in charge of the fire while it is burning or smoldering and shall provide that person with sufficient appliance sand equipment in order to prevent the fire from burning out of control or causing damage or becoming dangerous.
- (c) The Fire Chief may issue a Special Permit to the owner or occupier of land authorizing outdoor burning for the purposes of burning prunings during the year, provided that such burning takes place on the said land area.
- (d) The Fire Chief may issue a Special Permit to the owner or occupier of land, authorizing outdoor burning for the purpose of weed control.
- (e) The Fire Chief may issue a Special Permit to the owner or occupier of land, authorizing outdoor burning necessitated by land clearing for development.
- (f) The Fire Chief may issue a Special Permit to the owner or occupier of land, authorizing outdoor burning for the removal of a fire hazard.
- (g) The Fire Chief may issue a Special Permit to the owner or occupier of land, authorizing outdoor burning for the purpose of destroying diseased foliage that cannot be removed from the property.
- (h) The Fire Chief may issue a Special Permit to a responsible adult person authorizing an outdoor fire for a public display, provided letters of approval are submitted from the owner or occupier of the land on which the burning will take place.

(3)Restrictions

- (a) The operation of a domestic outdoor or backyard incinerator, or any structure or device serving as a domestic incinerator, is expressly prohibited.
- (b) The burning of paper or any fuel other than coal, a coal product, wood, or a wood product, in an outdoor fire is prohibited.
- (c) The Fire Chief may refuse to issue or may cancel a Special Permit, the use of which, in his opinion, would likely be hazardous or create a nuisance.

Fireworks

- 16
- (1) The manufacture, storage or possession of fireworks exclusively for wholesale purposes or for the sale of fireworks at wholesale shall conform to the Canada Explosives Act and Regulations as amended.
 - (2) A person may sell, offer for sale, give, fire or set off any fireworks only if; they are low hazard fireworks, as defined by the Canada Explosives Act and;
 - (a) that person has the prior approval of Council, or
 - (b) they are used between October 16 and November 1, inclusive, in any year;
 - (c) low hazard fireworks may be sold and discharged on other than specified dates with the written approval of the Fire Chief;
 - (d) low hazard fireworks shall not be given or furnished to a person under the apparent age of (nineteen) 19 years.
 - (3) A person must not store or sell any fireworks without the prior written permission of the Fire Chief.
 - (4) An applicant for a permit under this section must :
 - (a) pay the fee prescribed in Schedule B; and

- (b) inform the Fire Chief of the place where the fireworks are to be kept or stored.
- (5) A person may store, cause to be stored, personally possess, or possess on the property owned or occupied by that person, fireworks only if:
 - (a) the aggregate weight of the fireworks at any time is 100 kg or less; and
 - (b) they are stored in an approved container.
- (6) A person must not store or cause to be stored any fireworks adjacent to any heat, flame or other source of ignition.
- (7) A owner or occupier of property in which fireworks are stored or kept for sale or disposal to any person must ensure that a least one 4.5 kg class A. B. C. portable fire extinguisher is readily available on the property at all times and is in working order.
- (8) A owner or occupier of property in which fireworks are stored, sold or disposed of to any person must display or cause to be displayed a "NO SMOKING" sign with letters of a minimum height of 7.5 cms:
 - (a) on the entrance door to the property; and
 - (b) in a prominent position adjacent to the place where the fireworks are stored or sold.

PART 6 FIRE PREVENTION OUTDOORS

Weeds, Grass

- 17 If, in the opinion of the Fire Chief, any weeds, grass, vines or other growth endanger property or may be set on fire, the owner or occupant of the property containing that growth must cause it to be cut down and removed.

**PART 7
ADMINISTRATION**

Fire Department

- 18 (1) The Fire Department is continued.
- (2) The Council may from time to time by resolution make alterations to the structure, organization, composition, functions and personnel of the Fire Department.
- (3) The Fire Chief and any Member may act within the boundaries of the City of Fort St John and any apparatus and personnel may be used beyond the limits of the City of Fort St John only if;
- (a) the express authorization of a written agreement by Council provides for the supply of the fighting services outside the City boundary; or
 - (b) the prior approval of the Council, Mayor, or Acting Mayor has been obtained.
- (4) The Fire Chief, or in their absence, the senior ranking Member present, shall have control, direction and management of all Fire Department apparatus, equipment or manpower assigned to an incident and, where a Member is in charge, they shall continue to act until relieved by a senior Member.

Fire Chief

- 19 (1) Council may from time to time by resolution appoint a Fire Chief as head of the Fire Department.
- (2) The Fire Chief:
- (a) must administer and may enforce the provisions of this Bylaw subject to the direction and control of the Council; and
 - (b) may carry out all fire protection activities and such other activities as Council directs.

- (3) The Fire Chief shall , subject to ratification by Council, establish rules, regulations, policies and committees necessary for the proper organization and administration of the Fire Department including;
 - (a) use, care and protection of Fire Department property,
 - (b) the conduct and discipline of Members, and
 - (c) efficient operations of the Fire Department.
- (4) The Fire Chief may administer and enforce any applicable provisions of the Fire Services Act and its regulations and act as a Local Assistant to the Fire Commissioner.

Special Events

- 20
- (1) For reasons of fire safety, the Fire Chief may assign Members to attend at a theater, performance, circus, carnival, exhibition, assembly or any other event for the public.
 - (2) The cost of Members attendance at an event described under subsection (1) must be paid by the:
 - (a) owner or occupier of real property where the event occurs, or
 - (b) the manager, or agent of the event.
 - (3) Members are under the direction of the Fire Chief when they attend an event described in subsection (1).

PART 8 PERMITS

Granting a Permit

- 21
- (1) A permit, when issued, shall constitute permission to maintain, store, or handle materials or to conduct processes which may produce conditions hazardous to life or property, or to install equipment used in connection with such activities.

- (2) A permit does not take the place of any licences required by Bylaw.
- (3) A permit shall not be transferable and any change in occupancy or use of a building or premises shall require a new permit.
- (4) Before a permit may be issued, the Fire Chief may inspect and approve the receptacles, vehicles, buildings, property or storage places to be used.
- (5) In cases where laws or regulations, including Bylaws enforceable by departments other than the Fire Department, are applicable, approval shall be obtained from all departments concerned.

Permit Required

- 22 (1) A permit is required in conformance with the "Flammable and Combustible Liquids" Section of the British Columbia Fire Code Regulations.
- (2) A permit is required in conformance with "Open Air Burning" restrictions as set out in Part 5 of this Bylaw.
- (3) A permit is required in conformance with the "Fire Works" restrictions as set out in Part 5 of this Bylaw.

Permit Application

- 23 The application for a permit marked Schedule "A" attached to and forming part of this Bylaw shall meet the following requirements:
 - (a) have the signature of the applicant;
 - (b) provide a sketch on the back of the application form indicating the location of the "Open Air Burning" or "Fireworks" location in relation to existing buildings, fence lines and other properties.

Permit Fees

- 24 The permit fees specified shall be paid to the City by all applicants for any permit required by this Bylaw, or under the provisions of any other regulation, code or Act, as amended from time to time, and for inspection of any work or thing for which a permit is required, all as set out in Schedule "A" attached to and forming part of this Bylaw.

Issuing and Posting of Permits

- 25 (a) The Fire Chief may issue a permit where:
- (i) an application is made in the form prescribed;
 - (ii) the proposed use conforms with applicable bylaws, codes and regulations; and
 - (iii) the permit fee has been paid.
- (b) The Fire Chief may revoke a permit where there is a violation of:
- (i) any condition under which the permit was issued; or
 - (ii) any requirement of this bylaw, codes or regulations.
- (c) This Bylaw shall not be construed to hold the City responsible for any damage to persons or property by reason of:
- (i) inspections authorized by this bylaw;
 - (ii) the failure to carry out an inspection;
 - (iii) a permit issued as herein provided; or
 - (iv) the approval or disapproval of any equipment authorized by this bylaw.
- (d) Permits and licences shall be posted upon the building or premises described therein and made available for inspection by the Fire Chief.

PART 9 PENALTIES

Penalty Provisions

- 26 (1) The Fire Chief may enforce the provisions of this Bylaw and may issue an offense ticket to an owner, or occupier alleged to have committed one or more of the infractions identified in this Bylaw.
- (2) The offense ticket may be issued by personally serving it upon the alleged offender.
- (3) The provisions of the Municipal Ticket Information (MTI) System Bylaw shall apply to all offense tickets issued under this Bylaw.

**PART 10
SEVERABILITY**

27 Each separate provision of this Bylaw shall be deemed independent of all other provisions, and if any provisions of this Bylaw are declared invalid, all other provisions shall remain valid and enforceable.

**PART 11
ADOPTION OF BYLAW**

28 This Bylaw shall come into effect and operation on the day of its adoption.

READ a first time this 23 day of February, 1998.

READ a second time this 23 day of February, 1998.

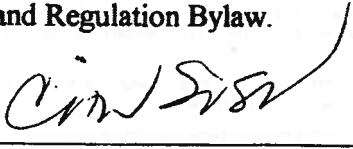
READ a third time this 23 day of February, 1998.

ADOPTED this 9 day of March, 1998.

Mayor 
Steve Thorlakson

City Clerk 
Carol Susak

I hereby certify that this is a true copy of Bylaw No. 1326, 1998 Fire Prevention and Regulation Bylaw.

City Clerk 
Carol Susak

FireDoc0298

FIRE DEPARTMENT (9407 - 100th Ave, Fort St John B C)

CITY OF FORT St JOHN

SCHEDULE "A"

Date _____ 199__

Permission is granted for an "Open Air Burning" _____ "Fireworks" _____ Permit.

NAME _____ ADDRESS _____

For the following period of time only _____

At Street, Address _____

Lot _____ Block _____ Plan _____ Fort St John B C.

This permit is issued subject to the following in accordance with the Fire Prevention and Regulation Bylaw No 1326 1997.

- 1 The City is not responsible for any damage to persons or property by reason of inspections, failure to carry out an inspection, the issuance of this permit, approval or disapproval of any equipment authorized to be used.
- 2 Permits and licenses issued shall be posted upon the building or premises and made available for inspection by the Fire Chief, Police Officer or other responsible party.

Signature of Owner/Applicant _____

Fire Chief _____

EXTRACT FROM FIRE CODE

OPEN FIRES

2. 4. 1. 11. Fire Hazards - Combustible Materials

1. Except as herein after provided, no person shall light, ignite or start, or allow, or cause to be lighted, ignited or started a fire of any kind whatsoever in the open air.
2.
 - a) The Fire Chief may issue a special permit for open air burning of brush, grass, weeds and other materials or in special circumstances in his discretion.
 - b) No person to whom a special permit has been issued under 2. 4. 1. 11. 2(a) shall, on or in any fire, burn any rubber tires, oil, tar, asphalt shingles, battery boxes, plastic materials, or any similar materials which may produce heavy black smoke.
 - c) Every person to whom a special permit has been issued under 2. 4. 1. 11. 2 (a) shall place and keep a competent person at all times in charge of such fire while the same is burning or smouldering and until such fire is completely extinguished and shall provide that person with sufficient appliances and equipment in order to prevent the fire from getting beyond control or causing damage or becoming dangerous to life and property. The permit holder shall be responsible for the care and control of such fire until it is extinguished.
 - d) The Fire Chief may refuse to issue a special permit whenever burning, having regard to all the prevailing circumstances, would likely be hazardous or create a nuisance.
 - e) An incinerator or other device or appliance for burning garbage, rubbish or other waste materials shall not be erected or used nor shall any enclosed fire be built, set or maintained outside the walls of a building any time within the confines of the commercial, industrial or multi-residential zones.
- 3 This section does not apply to:
 - a) small confined fires used for cooking food on grills and barbecues.
 - b) supervised open air burning by the Fire Department.