

CITY OF TERRACE

BYLAW NO. 1953 – 2009

"A BYLAW TO REGULATE AND IMPOSE REQUIREMENTS RESPECTING REMEDIATION OF REAL PROPERTY AND PREMISES DAMAGED THROUGH THE PRODUCTION, TRADE OR USE OF CONTROLLED SUBSTANCES"

WHEREAS the Community Charter, SBC 2003, Chapter 26, as amended, authorizes Council, by bylaw, to regulate trade and business activity, the construction and occupation of buildings, and the prohibition and abatement of nuisances, and to effect compliance with the bylaw to recover the expense of effecting compliance from any person who has failed to comply with the bylaw;

AND WHEREAS the alteration of plumbing, heating, air conditioning, electrical wiring and equipment, gas piping and fittings, appliances and accessories in or on Controlled Substance Properties creates danger to occupiers and neighbours of Controlled Substance Properties and risks to the health and safety of the occupiers, neighbours and first responders;

NOW THEREFORE the Council of the City of Terrace, in open meeting assembled, enacts as follows:

1.0 DEFINITIONS

In this bylaw, unless the context otherwise requires, each of the following words has the meaning set out below:

- 1.1 **"Alteration"** means any change made to the structural, gas, plumbing, ventilation, mechanical or electrical components of a Controlled Substance Property without first having obtained a building permit under the City's bylaws;
- 1.2 **"Amphetamines"** as listed in the Controlled Drugs and Substances Act, 1996, c. 19, and amendments thereto;
- 1.3 **"Building"** means any Structure or construction used or intended for supporting or sheltering any use or occupancy;
- 1.4 **"Building Inspector"** means the Building Inspector for the City of Terrace;
- 1.5 **"Bylaw Enforcement Officer"** means the Bylaw Enforcement Officer for the City of Terrace;

- 1.6 **“City”** means the Corporation of the City of Terrace;
- 1.7 **“Clandestine Drug Lab”** means the manufacture of a Controlled Substance as defined and described in Schedules I to VI of the Controlled Drugs and Substances Act, 1996, c.19, as may be amended from time to time, but does not include a Controlled Substance that is permitted under that Act;
- 1.8 **“Contaminant”** means an unwholesome or undesirable element which makes a Property unfit for habitation;
- 1.9 **“Controlled Substance”** means a Controlled Substance as defined and described in Schedules I to VI of the Controlled Drugs and Substances Act, 1996, c.19, as may be amended from time to time, but does not include a Controlled Substance that is permitted under that Act;
- 1.10 **“Controlled Substance Property”** means:
- .1 a Property on which a Hazardous Condition exists; and
 - .2 a Property contaminated by or containing trace amounts of chemical or biological materials used in or produced by the growth, manufacture, trade, use, sharing, storage, sale or barter of a Controlled Substance therein or thereon; and includes, but is not limited to, a Clandestine Drug Lab or Grow Operation; or
 - .3 a Property altered contrary to, or not meeting applicable safety standards under the BC Building Code, Gas and Electrical Codes, BC Safety Standards Act, BC Fire Code, Fire Services Act, Health Act or other applicable Enactments, including any bylaw requirements of the City, for the growth, manufacture, trade, use, sharing, storage, sale or barter of a Controlled Substance.
- 1.11 **“Council”** means the Council of the Corporation of the City of Terrace;
- 1.12 **“Dangerous Goods”** means those products or substances regulated by the Transportation of Dangerous Goods Act and its regulations, all as amended from time to time;
- 1.13 **“Enactment”** means an Act or a regulation or a portion of an Act or regulation, and amendments thereto;
- 1.14 **“Fire Chief”** means the person appointed to that position for the City of Terrace, or designate;
- 1.15 **“Grow Operation”** means the cultivation of marijuana plants or psilocybin mushrooms;

1.16 “Hazardous Condition” means any real or potential risk to health and safety of persons or Property that arises from the use, contamination or Building Alteration of a Property and includes without limitation:

- .1 any real or potential risk of fire, noxious fumes or gasses, or explosion; or*
- .2 any real or potential risk to the health or safety of persons or Property, including mould or fungus.*

1.17 “Inspector” means:

- .1 the Fire Chief or designated Fire Department employee or officer;*
- .2 the Building Inspector;*
- .3 the City’s Director of Development Services;*
- .4 the Bylaw Enforcement Officer;*
- .5 a member of the Royal Canadian Mounted Police;*
- .6 a Safety Officer under the BC Safety Standards Act;*
- .7 a Health Inspector appointed by the Northern Health Authority; or*
- .8 other persons designated by Council by name or office or otherwise to act in the place of the persons, officers, or employees referred to in sections .1 to .7;*

1.18 “Noxious or Offensive Trade” includes a Controlled Substance Property;

1.19 “Occupant” and “Occupier” means:

- .1 a person residing on the Property;*
- .2 a person entitled to possession of the Property if there is no person residing on the Property;*
- .3 a person who is a leaseholder of the Property; or*
- .4 any of them; and*
- .5 includes the agent of any such person;*

1.20 **“Owner”** means:

- .1 a person who is the fee simple owner of the Property;
- .2 a person who has a life estate or registered leasehold interest in the Property;
- .3 those persons defined as ‘owner’ in the Community Charter, and
- .4 includes the agent of any such person;

1.21 **“Pesticide”** means a substance or mixture, including a chemical, used to destroy, prevent, repel or mitigate fungi or animal pests or micro-organisms such as bacteria or viruses, and includes herbicides, fungicides, or other substances used to control pests, plant regulators, defoliants or desiccants;

1.22 **“Professional Cleaner”** means an individual or corporation licenced to carry on a business in the City of Terrace, and experienced and qualified in removing Contaminants from a Property, including but not limited to moulds, fungi, Pesticides, fertilizers, or chemicals used to grow or manufacture Controlled Substances, if removal is required under this bylaw;

1.23 **“Property”** means all real Property, including but not limited to real Property used or intended to be used for residential and/or commercial uses, front yards, side yards, back yards, driveways, walkways and sidewalks, and shall include any Building, Structure, vehicle, chattel or fence located on such real Property;

1.24 **“Qualified Professional”** means an individual or corporation certified by the Canadian Registration Board of Occupational Hygienists or the American Board of Industrial Hygiene, and experienced and qualified in evaluating the level of Contaminants on or in a Property, including but not limited to moulds, fungi, Pesticides, fertilizers, or chemicals used to grow or manufacture Controlled Substances;

1.25 **“Re-occupancy Permit”** means written permission or authorization issued by the City’s Building Inspector to re-occupy any Building or part thereof in respect of which a “Do Not Occupy” order to cease occupancy has been issued because of a Hazardous Condition;

1.26 **“RCMP”** means the Royal Canadian Mounted Police;

- 1.27 **“Restoration Inspection”** means an inspection of a Controlled Substance Property by one or more Inspectors to determine whether the Hazardous Conditions or Building Alterations identified during a Safety Inspection have been corrected;
- 1.28 **“Safety Inspection”** means an inspection of a Property carried out by one or more Inspectors as is necessary to ascertain if a Hazardous Condition exists;
- 1.29 **“Service Costs”** means fees (as determined according to the Schedule of Fees and Service Costs attached to this bylaw as Schedule “A”), and all direct and indirect costs incurred by the City, including but not limited to the Fire Department, RCMP, Building and Bylaw Departments for the inspection and dismantling and removal of materials, equipment and by-products from a Controlled Substance Property, and includes without limitation:
- .1 all costs including salaries, overhead and other related personnel and equipment costs, including stand-by costs, incurred for inspection, dismantling, disassembly, removal, clean-up, transportation, storage and disposal of equipment, substances, materials or other paraphernalia and by-products associated with such growth, manufacture, trade, use, sharing, storage, sale or barter; and
 - .2 costs incurred to replace consumables used, or to replace equipment following exposure to Contaminants; and
 - .3 costs incurred as the result of the analysis of the materials found at the Property and the health and safety conditions at the Property; and
 - .4 costs incurred in respect of the Property under a contract for services for an independent contractor or agent, including but not limited to, a professional engineer, a consultant, a person retained to carry out construction or demolition, a health professional, an electrical or gas Inspector, a Professional Cleaner or a Qualified Professional; and
 - .5 costs incurred by the RCMP for the forensic investigation and the inspection of the Property, securing of the Property, accompanying Inspectors on or in the Property, or otherwise lawfully attending the Property; and
 - .6 costs incurred by the City’s Fire Department to inspect the Property, take any action under this bylaw, or respond to a fire caused by:
 - .1 an Alteration made in relation to Grow Operation or Clandestine Drug Lab; or

- 2.3 Every person, Owner or Occupant who removes, interferes with, alters or tampers with a water service that was disconnected under Section 4.4 and capped by the City, commits an offence under this bylaw.*
- 2.4 No person, Owner or Occupant shall alter a Structure or Building in a way that creates a nuisance or health or safety risk.*
- 2.5 No person, Owner or Occupant shall construct or install, or cause, suffer or permit the construction or installation of a trap or other device which could cause death or bodily harm to a person entering in or on a Property.*
- 2.6 No person, Owner or Occupant shall construct or install, or cause, suffer or permit the construction or installation of any obstruction of an exit or an access to an exit required under the BC Building Code, BC Fire Code, Fire Services Act, other Enactment or City bylaw.*
- 2.7 No person, Owner or Occupant shall remove or cause, suffer or permit the removal of fire stopping that is provided or required under the BC Building Code, BC Fire Code, Fire Services Act, other Enactment or City bylaw to contain the spread of fire within a Building.*
- 2.8 No person, Owner or Occupant shall divert or cause, suffer or permit the installation of exhaust vents for hot water tanks or furnaces to exhaust into or within a Building except by way of an exhaust vent constructed or installed in compliance with the BC Building Code, BC Fire Code, Fire Services Act, other Enactment or City bylaws.*
- 2.9 No person, Owner or Occupant shall cause, suffer or permit a Building or Property to become subject to the growth on any portion of the Building or Property of mould or fungus that creates a nuisance or hazardous condition.*
- 2.10 No person, Owner or Occupant shall cause, suffer or permit the carrying on of a Noxious or Offensive Trade in or on any Property, including but not limited to the growing, manufacture, trade, use, sharing, storage, sale, barter, transfer or disposal of a substance that emits odours, fumes or particulate matter that disturbs the enjoyment, health, comfort or convenience of individuals.*
- 2.11 The Owner or Occupant of every Property must ensure, at all times, that:*
 - .1 water, electrical and gas meters installed on the Property remain properly connected to the water, electrical, or natural gas distribution systems and operate only for the purposes intended;*

- .2 exhaust vents of hot water tanks or furnaces are installed, operated and maintained in accordance with all applicable Enactments including, without limitation, the BC Building Code, BC Fire Code, Fire Services Act, and City bylaws;*
 - .3 the Property contains no Dangerous Goods referred to in Section 2.1.3 in quantities greater than permitted in accordance with all applicable Enactments including, without limitation, the BC Fire Code, Fire Services Act, BC Building Code, and City bylaws;*
 - .4 no trap or other device referred to in Section 2.5 is located or contained anywhere on the Property;*
 - .5 no obstructing of an exit or an access to an exit exists on the Property as referred to in Section 2.6;*
 - .6 fire stopping is not removed;*
 - .7 no growth of mould or fungi, as referred to in Section 2.9 is present in, on or around the Property;*
 - .8 the use or occupancy of the Property does not cause a nuisance;*
 - .9 no accumulation of water, rubbish, noxious, offensive or unwholesome matter is permitted to collect or accumulate in, on, under or around the Property; and*
 - .10 the Property is not used for a Noxious or Offensive Trade.*
- 2.12 Every Owner of a Property or other Building that is subject to a tenancy agreement is responsible for the regular inspection of their Property to ascertain whether this bylaw has been contravened.*
- 2.13 Every Owner of a Property which is occupied or used by persons other than the Owner who has knowledge of this bylaw's contravention in relation to the Property, shall within 24 hours of the discovery of the contravention, deliver written notice to the City or the RCMP of the particulars of the contravention.*

3.0 RIGHT OF ENTRY & AUTHORITY

- 3.1 The City's Building Inspector and Fire Chief are hereby authorized to be registered with BC Hydro as Information Requesters for Residential Electricity Consumption Information, for the purposes of Sections 19.1, 19.2 & 19.3 of the BC Safety Standards Act.*

3.2 An Inspector has the right to enter upon any Property in accordance with the provisions of the Community Charter for the following purposes:

- .1 to inspect and determine whether all regulations, prohibitions and requirements under all applicable Enactments including, without limitation, the BC Fire Code, Fire Services Act, BC Building Code, and City bylaws are met in relation to any matter for which the Council, a municipal officer or employee or a person authorized by the Council exercised authority under this or another bylaw or Enactment to regulate, prohibit or impose requirements; or*
- .2 to execute any remedial action authorized by Council under this bylaw; or*
- .3 to inspect, or shut off a water service under the provisions of this bylaw, or other applicable City bylaws; or*
- .4 to carry out a Safety Inspection where an Inspector considers that a Hazardous Condition may exist on the Property.*

3.3 No person shall:

- .1 interfere with or obstruct the entry of an Inspector into or onto any Property; or*
- .2 interfere with or obstruct persons executing remedial action authorized by Council under this bylaw.*

3.4 The Fire Chief may:

- .1 enter on real 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 a fire;*
- .2 take measures to prevent and suppress fires, including the demolition of Buildings and other Structures to prevent the spreading of fires;*
- .3 order the Owner of real Property to undertake any actions directed by the Fire Chief 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;*

- .4 order every Occupier of a Controlled Substance Property to vacate the Property until the “Do Not Occupy” notice posted under Sections 4 and 5 of this bylaw has been removed by the Building Inspector or Fire Chief;*
- .5 without limiting paragraphs .1 to .4, exercise the powers of the Fire Commissioner under Section 25 of the Fire Services Act, and for these purposes that Section applies.*

4.0 WRITTEN “DO NOT OCCUPY” ORDER OR NOTICE TO REMEDY HAZARDOUS CONDITION

- 4.1 The Fire Chief, Building Inspector, or City Council may determine that the Controlled Substance Property is unsafe, and issue a written “Do Not Occupy” order for every Occupant to vacate the Property.*
- 4.2 In addition to 4.1, an Inspector may issue a written notice to an Owner and, where applicable, an Occupant, to remedy a Hazardous Condition or any thing or condition that is not in compliance with this bylaw that exists on the Property.*
- 4.3 Where an Owner or Occupant, or both as the case may be, receives a written “Do Not Occupy” order or written notice to remedy a Hazardous Condition to vacate the Property or to remedy a Hazardous Condition or any thing or condition that is not in compliance with this bylaw, he or she must comply with the order or notice within the time frame specified therein, and failure to do so shall constitute an offence under this bylaw.*
- 4.4 The City may shut off water service to a Property, in accordance with Section 18 of the Community Charter, if the continued water use poses a health or safety risk.*

5.0 POSTING OF “DO NOT OCCUPY” ORDER OR NOTICE TO REMEDY HAZARDOUS CONDITION ON PROPERTY

- 5.1 The Fire Chief or Building Inspector may post or have posted a “Do Not Occupy” notice in a conspicuous place at the entrances of a Controlled Substance Property in respect of which the:*
 - .1 Fire Chief or Building Inspector has made a “Do Not Occupy” order for every Occupant to vacate the Controlled Substance Property; or*
 - .2 Council has made a “Do Not Occupy” order for every Occupant to vacate the Controlled Substance Property under the Community Charter.*

- 5.2 *An Inspector may post or have posted a notice to remedy a Hazardous Condition on a Controlled Substance Property that contains a Hazardous Condition or any thing or condition that is not in compliance with this bylaw, advising of the requirements of this bylaw.*
- 5.3 *No person may:*
- .1 interfere or obstruct a person from posting a “Do Not Occupy” order issued under Section 5.1 or notice to remedy a Hazardous Condition issued under 5.2;*
 - .2 remove, alter, cover or mutilate a “Do Not Occupy” order or notice to remedy a Hazardous Condition posted under Sections 5.1 or 5.2.*
- 5.4 *After a “Do Not Occupy” order referred to in Section 5.1 is posted, no person shall thereafter enter or occupy such Property, except as follows:*
- .1 An Inspector, while exercising authority under this bylaw or other Enactment;*
 - .2 a Professional Cleaner, while cleaning and disinfecting the Property;*
 - .3 a Qualified Professional, during an inspection under this bylaw; or*
 - .4 a person who has applied for and received written permission from an Inspector.*

6.0 NOTICE ON TITLE

- 6.1 *Where a Building Inspector acquires knowledge that a Hazardous Condition or other thing or condition exists on a Property that is not in compliance with the BC Building Code, BC Fire Code, Fire Services Act, other Enactment or this bylaw, he or she may initiate the process to have a notice filed with the Land Title Office against the title of the Property as provided by Section 57 of the Community Charter.*
- 6.2 *The filing of notice against the title of a Controlled Substance Property is subject to the payment of fees prescribed in Schedule “A”.*
- 6.3 *When the conditions that gave rise to the filing of notice against the title of a Controlled Substance Property have been remedied, the Building Inspector shall initiate the process to have the notice removed from the title as provided by Section 58 of the Community Charter.*

7.0 REMEDIATION REQUIREMENTS

7.1 *Where a Safety Inspection confirms that a Property used as a Controlled Substance Property on which a Hazardous Condition exists, the Owner of the Property or, if applicable, their agent must, subject to the Residential Tenancy Act, within 30 days of receiving a written “Do Not Occupy” order or notice to remedy a Hazardous Condition issued under Sections 4.1 or 4.2 of this bylaw:*

- .1 engage a Professional Cleaner to clean and disinfect the Property, as required, including, but not limited to:*
 - .1 clean, or remove and dispose of all carpets and curtains in the Building;*
 - .2 have all walls, floors, insulation, moisture barrier, ceilings, countertops and cabinets in the Building replaced or professionally cleaned and disinfected;*
 - .3 remove or professionally clean all mould or water-damaged materials;*
 - .4 if the Building is heated by forced air heating, have the furnace, all air ducts, main distribution ducts, venting, and filtering cleaned by either a Professional Cleaner or by a duct cleaning company.*
- .2 after the Property has been cleaned by a Professional Cleaner, provide written certification to the City from a Qualified Professional confirming that, upon inspection:*
 - .1 the requirements of Section 7.1.1 have been satisfied; and*
 - .2 the Property is substantially free of any Contaminants, including but not limited to Pesticides, fertilizers, toxic chemicals, mould or fungi.*

7.2 *If a “Do Not Occupy” order has been issued under Section 5.1, and:*

- .1 the supply of electricity, water or natural gas to the Property is disconnected or shut off by the City or any other lawful Utility or authority; or*
- .2 unauthorized Alterations have been made to structural, electrical, water or gas systems, equipment, appliances or other accessories of any kind; or*

.3 a Hazardous Condition exists on the Property;

then a person must not reconnect the supply of electricity, water or natural gas, and subject to the Residential Tenancy Act, a person must not occupy, use or permit the Property to be occupied or used until the person has complied with Section 7.3.

7.3 Without limiting Section 7.2, a person must not occupy, use or permit the Controlled Substance Property described in 7.2 to be occupied or used until in respect of the Property:

.1 the Owner or their agent has obtained all permits, approvals or authorizations required to carry out the work necessary to bring the Property into compliance with all applicable Enactments including, without limitation, the BC Fire Code, Fire Services Act, BC Building Code, and City bylaws; and

.2 the Owner or their agent applies to an Inspector for a Restoration Inspection and pays the Restoration Inspection Fee prescribed in Schedule "A"; and

.3 all of the work required under this bylaw is completed and the Property is inspected by one or more Inspectors and all other lawful authorities and Utilities with jurisdiction over health and safety and the supply of electricity, water or natural gas, for compliance with all Building, health and safety requirements of all applicable Enactments including, without limitation, the BC Fire Code, Fire Services Act, BC Building Code, and City bylaws; and

.4 if required under an Enactment or the City's Building Bylaw, the owner has retained a Professional Engineer holding a valid licence under the Engineers and Geoscientists Act, and the Professional Engineer has certified in writing that the Building safety requirements required under all applicable Enactments including, without limitation, the BC Fire Code, Fire Services Act, BC Building Code, and City bylaws have been complied with; and

.5 the Owner or their agent pays all fees and Service Costs imposed under this bylaw as prescribed in Schedule "A" of this bylaw and all fees and services costs imposed under all other relevant City bylaws; and

.6 the Building Inspector or Fire Chief rescinds a "Do Not Occupy" order issued to the Property, and Inspectors have rescinded any notices issued to remedy a Hazardous Condition, and the Building Inspector has issued a Re-Occupancy Permit for the Property.

- 7.4 Each time the City carries out a Safety or other Inspection or provides a service to a Controlled Substance Property under this bylaw, the Owner of such Property or, if applicable, their agent shall:*
- .1 pay the applicable fees prescribed by Schedule "A" of this bylaw, and applicable fees under all other relevant City bylaws, and failure to do so shall result in denial of a Re-Occupancy Certificate under Section 7.3 of this Bylaw; and*
 - .2 any fees and Service Costs imposed under this bylaw outstanding after December 31st shall be deemed to be taxes in arrears under Section 258 of the Community Charter.*
- 7.5 Despite Section 7.4, if any registered Owner or their agent reports a contravention under Section 2.13 of this Bylaw, the fees and Service Costs arising in respect of the contravention are not payable in respect of that incident, unless the Owner or agent discovers and reports the contravention only after the RCMP or an Inspector first becomes aware of the contravention.*
- 7.6 Section 7.5 does not apply if the registered Owner or their agent discovers and reports the contravention after the RCMP or an Inspector first discovers the contravention.*
- 7.7 Any remediation to be done on the Property pursuant to Section 7 of this bylaw must be completed by sixty (60) days from the date of issuance of the "Do Not Occupy" order or notice to remedy a Hazardous Condition issued under Sections 5.1 and 5.2 of this bylaw, however, where an Inspector is satisfied that an Owner or their agent, or either of them, is diligently proceeding with the work required by Section 7 of this bylaw, the Building Inspector may grant an extension of time that is, in the Building Inspector's opinion, acting reasonably, sufficient to complete the remediation work required, upon payment of the fee prescribed in Schedule "A".*
- 7.8 It is the full and sole responsibility of the Owner (and where the Owner is acting through an agent, the agent) to carry out the work in respect of which a building permit was issued or which is required prior to removal of a "Do Not Occupy" order or notice to remedy a Hazardous Condition issued under Sections 5.1 and 5.2 of this bylaw, in compliance with all applicable Enactments including, without limitation, the BC Fire Code, Fire Services Act, BC Building Code, and City bylaws.*

8.0 OCCUPANCY

8.1 *After the issuance of a “Do Not Occupy” order, and until the Hazardous Condition has been removed from a Building or Property, and the remedial measures prescribed by Section 7 of this bylaw have been completed, written certification received by the City, and a Re-Occupancy Permit issued by the City for the Controlled Substance Property, the Building or Property must not be occupied or used by any person.*

8.2 *Before a Building is re-occupied after removal of the Hazardous Condition, the Owner or their agent must notify the prospective Occupants in writing that the Hazardous Condition has been removed and that the requirements of the bylaw have been met.*

9.0 CITY RELIANCE

9.1 *Neither the issuance of a building permit nor removal of a “Do Not Occupy” order or Hazardous Condition notice posted under the authority of this bylaw, nor the acceptance or review of plans, drawings or specifications or supporting documents, nor any inspections made by or on behalf of the City constitute in any way a representation, warranty, assurance or statement that the BC Building Code, BC Fire Code, Fire Services Act, this bylaw or other applicable codes and bylaws, standards or Enactments have been complied with, or relieve in any way the Owner or their agent from full responsibility to perform work required or contemplated under this bylaw, and all applicable Enactments including, without limitation, the BC Fire Code, Fire Services Act, BC Building Code, and other City bylaws.*

9.2 *When a professional engineer, architect or other person provides certification or other documentation to the City under this bylaw that the work required by or contemplated by this bylaw substantially conforms to the requirements of BC Building Code, Gas and Electrical Codes, BC Safety Standards Act, BC Fire Code, Fire Services Act, Health Act or other applicable Enactments, including any bylaw requirements of the City, all as amended from time to time, the City will rely solely on the documentation as evidence of conformity with these requirements and not on its receipt of plans, monitoring of the work, acknowledgement of completion, or removal of a “Do Not Occupy” order or notice to remedy a Hazardous Condition.*

10.0 FAILURE TO COMPLY

10.1 *Pursuant to the authority granted to the City by the Community Charter, if an Owner (and where the Owner is acting through an agent, the agent) of a Controlled Substance Property:*

- .1 is required to remedy any Hazardous Condition or any thing or condition that exists on the Property that is not in compliance with the BC Building Code, Gas and Electrical Codes, BC Safety Standards Act, BC Fire Code, Fire Services Act, Health Act or other applicable Enactments, including any bylaw requirements of the City, all as amended from time to time, pursuant to a "Do Not Occupy" order or notice to remedy a Hazardous Condition given under Section 5.1 or Section 5.2 of this bylaw and fails to comply within the time specified in such order or notice; or*
- .2 is required to carry out remedial work on the Controlled Substance Property pursuant to Section 7 of this bylaw and fails to comply within the time specified in Section 7.7 of this bylaw; or*
- .3 violates any part of Section 2 of this bylaw*

the City may, but is not obligated to, by its employees, agents or other persons with whom it contracts or by members of the RCMP, enter onto the Property for purposes of fulfilling the requirements under this bylaw at the Owner's expense and may recover all fees and Service Costs incurred as a debt, including, without limitation, all costs including those incurred by the RCMP in the disassembly, removal, transportation, storage and disposal of equipment, substances, materials and other paraphernalia associated with the growth, manufacture, trade, use, sharing, storage, sale or barter of a Controlled Substance on the Property.

- 10.2 If the City exercises its right to enter and effect compliance pursuant to Section 10.1, it will invoice the Owner for all fees and Service Costs, and the Owner must, upon receipt of that invoice from the City, pay the invoice immediately.*
- 10.3 In the event that an Owner fails to pay the costs for which he or she is responsible under this Section and Section 7 before the 31st day of December in the year in which the compliance was effected and the invoice issued, Section 258 of the Community Charter provides that such costs will be added to and form part of the taxes payable on the Property, and will then be deemed to be taxes in arrears on the Property.*

11.0 OFFENCES AND PENALTIES

11.1 *Every person who contravenes any provision of this bylaw or who causes, suffers or permits any act or thing to be done in contravention or in violation of any provision of this bylaw, or who neglects to do or refrains from doing any thing required to be done by any provision of this bylaw, commits an offence punishable upon conviction in a prosecution under the Offence Act and is liable to a maximum fine of up to \$10,000.00 and imprisonment for not more than six (6) months.*

11.2 *If an offence is a continuing offence, each day that the offence is continued constitutes a separate and distinct offence.*

11.3 *If any section, subsection, paragraph, subparagraph or clause of the City of Terrace Controlled Substance Property Remediation Bylaw is for any reason held to be invalid by the decision of any Court of competent jurisdiction, it will be deemed to be severed and the remainder of the bylaw will remain valid and enforceable in accordance with its terms.*

12.0 EFFECTIVE DATE

12.1 *This bylaw takes force and effect on adoption.*

13.0 CITING CLAUSE

13.1 *This Bylaw may be cited as “City of Terrace Controlled Substance Property Remediation Bylaw No. 1953 – 2009”.*

READ a first time this 10th day of August, 2009.

READ a second time this 10th day of August, 2009.

READ a third time this 26th day of October, 2009.

ADOPTED this 9th day of November, 2009.

Mayor

Deputy Clerk

Schedule "A"
Fees and Service Costs

Inspection	Fee
<i>Safety Inspection (Initial)</i>	<i>Actual</i>
<i>Safety Inspection (Subsequent) (per Inspection)</i>	<i>Actual</i>
<i>Safety Inspection (Subsequent where owner failed to comply with remedial action required under this bylaw)</i>	<i>Actual</i>
<i>Reposting a "Do Not Occupy" Notice</i>	<i>Actual</i>
<i>Reposting a notice of Hazardous Condition</i>	<i>Actual</i>
<i>Re-Inspecting and Re-Sealing Water Service after Alteration or Tampering</i>	<i>Actual</i>
<i>Restoration Inspection</i>	<i>Actual</i>
<i>Restoration Inspection (follow-up Inspection) (per Inspection)</i>	<i>Actual</i>
<i>Extension of Time Period to Complete Work</i>	<i>\$250</i>
<i>Re-Occupancy Permit (Permit Fee of \$250 plus costs)</i>	<i>\$250+</i>
<i>Registering a Land Title Notice on Property</i>	<i>Actual</i>
Fire Services	Cost
<i>Vehicles</i>	
<i>Engine 11 (per hour) (bare cost)</i>	<i>\$ 285</i>
<i>Engine 12 (per hour) (bare cost)</i>	<i>\$ 285</i>
<i>Rescue 11 (per hour) (bare cost)</i>	<i>\$ 125</i>
<i>Support Pickups</i>	<i>\$ 25</i>
<i>Staffing</i>	
<i>Fire Fighters - Per Volunteer Member/Per Hour</i>	<i>\$ 25</i>
<i>Fire Chief & Fire Fighters - Career (Hourly Rate plus Overhead)</i>	<i>Actual</i>
RCMP	Cost
<i>Dismantling, Transportation, Drug & Chemical Disposal, Equipment Disposal</i>	<i>Actual</i>
<i>Forensic Investigation</i>	<i>Actual</i>
<i>Other Service Costs as defined in Section 1.29 of this bylaw</i>	<i>Actual</i>
Equipment & Materials	Cost
<i>Replacement of Equipment Exposed to Contaminants</i>	<i>Actual</i>
<i>Replacement of Consumable Equipment & Materials</i>	<i>Actual</i>
<i>Repair of Damaged Equipment</i>	<i>Actual</i>
<i>Costs for Rental Equipment</i>	<i>Actual</i>
<i>Consumables (not included in Hourly Rate)</i>	<i>Actual</i>
<i>Analysis and Tests of Materials or Conditions Found at Property</i>	<i>Actual</i>
Service Costs	Cost
<i>Costs as defined in Section 1.29 of this bylaw</i>	<i>Actual</i>