



## REGULAR AGENDA

For the **REGULAR MEETING** of Council to be held on Tuesday, November 12, 2024, immediately following the Committee of the Whole Meeting taking place at 7:00pm in the Council Chambers of City Hall, 424 – 3<sup>rd</sup> Avenue West, Prince Rupert, B.C.

**1. CALL TO ORDER**

**2. INTRODUCTION OF LATE ITEMS**

**3. APPROVAL OF AGENDA**

**Recommendation:**

THAT the Agenda for the Regular Council Meeting of November 12, 2024, be adopted as presented.

**4. RESOLUTIONS AND/OR RECOMMENDATIONS FROM THE COMMITTEE OF THE WHOLE**

**5. PUBLIC COMMENT(S) REGARDING AGENDA ITEMS**

**6. CONSENT AGENDA**

**a) Council minutes for approval**

- i. Minutes of the Regular Meeting of October 28, 2024;
- ii. Minutes of the Committee of the Whole Meeting of October 28, 2024;

**b) Reports for receipt**

- iii. Report from the Chief Financial Officer Re: August 2024 Financial Variance Report;
- iv. Report from the Deputy City Manager Re: Fulton & 3<sup>rd</sup> Traffic Light Review;
- v. Report from the Fire Chief Re: Monthly Fire/Rescue Report – October 2024;
- vi. Report from the Planning Re: Development Activity Report October 2024; and,

**c) Correspondence for approval**

- vii. Request for Proclamation November as Adoption and Permanency Awareness Month.

**Recommendation:**

THAT all items on the Consent Agenda be approved or received as requested.

## **7. REPORTS**

- a) Report from the Manager of Communications, Engagement and Social Development Re: Request to Support a Joint Application to UBCM for Indigenous Cultural Safety and Humility Training Program Development.**

**Recommendation:**

THAT Council support a Joint application to UBCM's Indigenous Cultural Safety and Cultural Humility Training funding stream in collaboration with the North Coast Regional District and District of Port Edward for \$110,000 to support development of a joint staff training program for our region.

- b) Report from the Deputy City Manager Re: Water/ Sewer/ Solid Waste/ Subdivision & Servicing Bylaws.**

**Recommendation:**

THAT Council considers the information provided in this Report and directs Staff to provide any further options required prior consideration of these bylaws.

## **8. COUNCIL ROUND TABLE**

## **9. ADJOURNMENT**



## MINUTES

For the **REGULAR MEETING** of Council to be held on Monday, October 28, 2024, at 7:00 pm in the Council Chambers of City Hall, 424 – 3<sup>rd</sup> Avenue West, Prince Rupert, B.C.

**PRESENT:** Mayor H. Pond  
Councillor W. Niesh  
Councillor G. Randhawa  
Councillor B. Cunningham  
Councillor N. Adey  
Councillor T. Forster

**ABSENT:** Councillor R. Skelton-Morven

**STAFF:** R. Buchan, City Manager (Remote)  
R. Pucci, Deputy City Manager  
R. Miller, Director of Corporate & Legislative Services  
C. Bomben, Chief Financial Officer  
M. Pope, Director of Development Services

### 1. CALL TO ORDER

The Mayor called the regular meeting to order at 9:16 pm.

### 2. INTRODUCTION OF LATE ITEMS

### 3. APPROVAL OF AGENDA

MOVED by Councillor Randhawa and seconded by Councillor Forster THAT the Agenda for the Regular Council Meeting of October 28, 2024 be adopted as presented.

CARRIED

### 4. RESOLUTIONS AND/OR RECOMMENDATIONS FROM THE COMMITTEE OF THE WHOLE

MOVED by Councillor Forster and seconded by Councillor Randhawa THAT Council accepts the Accessibility Plan, as presented, and direct staff to include actioning of priorities from the Plan as part of the next iteration of Council's Strategic Plan.

CARRIED

## **5. PUBLIC COMMENT(S) REGARDING AGENDA ITEMS**

## **6. CONSENT AGENDA**

### **a) Council minutes for approval**

- i. Minutes of the Regular Meeting of October 15, 2024;
- ii. Minutes of the Special Regular Meeting of October 21, 2024;

### **b) Reports for receipt**

- iii. Report from the Director Development & Planning Services Re: October 2024 Community Planning Activity Report;
- iv. Report from the Director of Corporate & Legislative Services/Corporate Officer Re: Remedial Action Updates;
- v. Report from the Director of Corporate & Legislative Services/Corporate Officer Re: Bylaw Stats to September 2024;

### **c) Correspondence for receipt**

- vi. Letter from Taylor Bachrach, Member of Parliament, Skeena-Bulkley Valley Re: King Charles III Coronation Medal;

### **d) Correspondence for approval**

- vii. Request for Letter of Support to the Tsimshian Arts & Culture Society for First People Cultural Council Language Program Funding; and,
- viii. Request for Letter of Support for the Ts'msyen Prosperity Society Re: Grant Application to the BC Ministry of Jobs, Economic Development and Innovation's (JEDI) Rural Economic Diversification & Infrastructure Program (REDIP) Capacity Building Funding Stream.

MOVED by Councillor Forster and seconded by Councillor Niesh THAT all items on the Consent Agenda be approved as requested.

CARRIED

## **7. REPORTS**

### **a) Report from the Chief Financial Officer Re: 309 Third Avenue West Revitalization Tax Exemption Agreement.**

MOVED by Councillor Niesh and seconded by Councillor Cunningham THAT Council authorize a municipal property tax exemption for five years for 309 Third Avenue West and direct staff to enter into a Downtown Core Area Revitalization Tax Exemption Agreement.

CARRIED

## **8. COUNCIL ROUND TABLE**

**9. ADJOURNMENT**

MOVED by Councillor Adey and seconded by Councillor Forster THAT the meeting be adjourned to close at 9:21 pm.

CARRIED

Confirmed:

\_\_\_\_\_  
MAYOR

Certified Correct:

\_\_\_\_\_  
CORPORATE OFFICER

Originally signed available upon request



## **COMMITTEE OF THE WHOLE MINUTES**

For the **COMMITTEE OF THE WHOLE MEETING** of Council to be held on Monday, October 28, 2024, at 7:00 pm in the Council Chambers of City Hall, 424 – 3<sup>rd</sup> Avenue West, Prince Rupert, B.C.

**PRESENT:** Mayor H. Pond  
Councillor G. Randhawa  
Councillor B. Cunningham  
Councillor N. Adey  
Councillor T. Forster  
Councillor W. Niesh

**ABSENT:** Councillor R. Skelton-Morven

**STAFF:** R. Buchan, City Manager (Remote)  
R Pucci, Deputy City Manager  
R. Miller, Director of Corporate & Legislative Services /  
Corporate Officer  
C. Bomben, Chief Financial Officer  
M. Pope, Director of Development Services  
V. Steward, Manager of Communications, Engagement &  
Social Development

### **1. CALL TO ORDER**

The Mayor called the Committee of the Whole Meeting to order at 7:00 pm.

### **2. ADOPTION OF THE AGENDA**

MOVED by Councillor Randhawa and seconded by Councillor Fostrer THAT the Agenda for the Committee of the Whole Meeting of Monday, October 28, 2024, be adopted as circulated.

CARRIED

### **3. PETITIONS & DELEGATIONS**

- I. Presentation from Chris Armstrong Re: Community Update from the Lester Centre of the Arts**

**II. Presentation from Manager of Communications, Engagement and Social Development Re: Accessibility Plan**

MOVED by Councillor Forster and seconded by Councillor Randhawa THAT Council recommends to the Regular Meeting, acceptance of the Accessibility Plan, as presented, and directs staff to include actioning of priorities from the plan as part of next iteration of Council's Strategic Plan.

CARRIED

**III. Presentation from Chief Financial Officer Re: Public Budget 2025**

**IV. Presentation from Deputy City Manager Re: Subdivision & Servicing Bylaw No. 3546, 2024; Sewer Regulations & Rates Bylaw No. 3548, 2024; Water Works Bylaw No. 3549, 2024; and Collection of Solid**

**4. QUESTIONS AND INQUIRIES FROM MEMBERS OF COUNCIL**

**5. ADJOURNMENT to Regular Council Meeting**

MOVED by Councillor Forster and seconded by Councillor Adey THAT the meeting be adjourned to Regular Council Meeting at 9:10 pm.

CARRIED

Confirmed:

\_\_\_\_\_  
MAYOR

Certified Correct:

\_\_\_\_\_  
CORPORATE OFFICER

Originally signed available upon request



## **REPORT TO COUNCIL**

### Regular Meeting of Council

**DATE:** November 12, 2024  
**TO:** Richard Pucci, Deputy City Manager  
**FROM:** Corinne Bomben, Chief Financial Officer

**SUBJECT: AUGUST 2024 FINANCIAL VARIANCE REPORT**

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#### **RECOMMENDATION:**

**THAT Council receive this report for information purposes.**

#### **REASON FOR REPORT:**

This report is to apprise Council of the City's current financial experience versus the approved budget for the period ending August 31, 2024.

#### **OPERATING BUDGET**

Operating revenues and expenses remain on track with expectations at this time of year. There are no variances of note aside from having received the Northwest BC Regional Funding Agreement. The full amount was not known by the time the financial plan was adopted and is the reason for the higher than budgeted amount in fiscal revenues. This funding was transferred to reserves as was required by the provincial government.

#### **UTILITIES BUDGET**

Utilities revenues and expenses are in line with the budget. The higher than normal water revenue is a result of interest earned on a sizeable provincial grant as was noted in the July 2024 financial variance report provided in October.

#### **CAPITAL & SPECIAL PROJECTS**

Capital and special projects are underway. There are no variances to report by this time in the construction season.

**LINK TO STRATEGIC PLAN**

Supports the City’s overall strategic goals.

**Report Prepared By:**

**Report Reviewed By:**

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Corinne Bomben  
Chief Financial Officer

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Richard Pucci,  
Deputy City Manager

Originally signed available upon request

Attachments:

- Department Variance Report;
- Utilities Variance Report;
- Capital Purchases and Capital Works Report

REPORT TO COUNCIL – August 2024 FINANCIAL VARIANCE REPORT

November 12, 2024

<b>CITY OF PRINCE RUPERT - GENERAL OPERATING FUND</b>	<b>YTD 2023</b>	<b>YTD 2024</b>	<b>2024</b>	<b>Budgeted</b>	
Budget Variance for Period Ending August 2024	<b>Actual (\$)</b>	<b>Actual (\$)</b>	<b>Budget (\$)</b>	<b>Amount Left (\$)</b>	<b>% Left</b>
<b>REVENUES</b>					
Airport Ferry	735,644	772,464	1,180,000	(407,536)	(34.54)
Bylaw Enforcement	107,962	103,141	151,000	(47,859)	(31.69)
Cemetery	61,878	88,006	139,000	(50,994)	(36.69)
Civic Properties	154,104	166,993	252,000	(85,007)	(33.73)
Corporate Administration	-	8,500	84,000	(75,500)	(89.88)
Cow Bay Marina	345,480	400,969	455,000	(54,031)	(11.87)
Development Services	330,153	287,622	303,000	(15,378)	(5.08)
Economic Development	25,000	-	70,000	(70,000)	(100.00)
Fire 911 Services	46,886	43,400	79,000	(35,600)	(45.06)
Fire Protective Services	7,871	915	5,000	(4,085)	(81.70)
FD Emergency Measures	-	3,030	-	3,030	-
Finance	10,323	11,130	15,000	(3,870)	(25.80)
Fiscal Revenues	11,376,137	14,176,725	10,554,000	3,622,725	34.33
Information Technology	-	-	1,000	(1,000)	(100.00)
Parks	910	-	-	-	-
PW Engineering	3,111	3,140	5,000	(1,860)	(37.20)
PW Common Costs	35,816	50,068	70,000	(19,932)	(28.47)
RCMP	60,230	62,831	147,000	(84,169)	(57.26)
Rec - Arena	145,045	134,019	261,000	(126,981)	(48.65)
Rec - Civic Centre	262,305	319,490	362,000	(42,510)	(11.74)
Rec - Community Services	-	-	3,000	(3,000)	(100.00)
Rec - Pool	363,752	336,060	523,000	(186,940)	(35.74)
Transit	144,184	196,991	201,000	(4,009)	(1.99)
Victim Services	57,236	65,376	113,000	(47,624)	(42.15)
Watson Island	-	148,153	400,000	(251,847)	(62.96)
Subtotal	14,274,027	17,379,023	15,373,000	2,006,023	13.05
Property Taxes	26,008,528	28,449,623	28,459,000	(9,377)	(0.03)
<b>Total Operating Revenues</b>	<b>40,282,555</b>	<b>45,828,646</b>	<b>43,832,000</b>	<b>1,996,646</b>	<b>4.56</b>
PR Legacy Inc Contributions- Capital Works	-	74,504	178,000	(103,496)	(58.14)
PR Legacy Inc Contributions- Capital Purchases	197,353	164,870	837,000	(672,130)	(80.30)
Conditional Project Grants- Capital Purchases	670,155	1,050,547	11,268,000	(10,217,453)	(90.68)
Appropriated Reserves- Capital Works	12,788	731,145	2,105,000	(1,373,855)	(65.27)
Appropriated Reserves- Capital Purchases	3,269,853	1,480,921	3,852,000	(2,371,079)	(61.55)
Community Works Fund (Gas Tax)- Capital Purchases	3,000	230,816	321,000	(90,184)	(28.09)
Appropriated Surplus- Capital Purchase	9,350	100,258	195,000	(94,742)	(48.59)
Appropriated Surplus- Capital Works	-	35,637	35,000	637	1.82
PR Legacy Inc Contributions- Special Projects	70,982	5,000	188,000	(183,000)	(97.34)
Appropriated Surplus- Special Projects	66,133	3,780	80,000	(76,220)	(95.28)
Condition Project Grants- Special Projects	104,704	277,710	600,000	(322,290)	(53.72)
Loans from MFA- Capital Purchases	4,430,842	9,266,486	15,620,000	(6,353,514)	(40.68)
<b>Total Capital Revenues</b>	<b>8,835,160</b>	<b>13,421,674</b>	<b>35,279,000</b>	<b>(21,857,326)</b>	<b>(61.96)</b>
<b>Total General Operating Fund Revenues</b>	<b>49,117,715</b>	<b>59,250,320</b>	<b>79,111,000</b>	<b>(19,860,680)</b>	<b>(25.10)</b>

REPORT TO COUNCIL – August 2024 FINANCIAL VARIANCE REPORT

November 12, 2024

<b>CITY OF PRINCE RUPERT- GENERAL OPERATING FUND</b>	<b>YTD 2023</b>	<b>YTD 2024</b>	<b>2024</b>	<b>Budgeted</b>	
Budget Variance for Period Ending August 2024	<b>Actual (\$)</b>	<b>Actual (\$)</b>	<b>Budget (\$)</b>	<b>Amount Left (\$)</b>	<b>% Left</b>
<b>EXPENDITURES</b>					
Airport Ferry	1,635,244	1,456,070	2,375,000	918,930	38.69
Bylaw Enforcement	180,715	227,756	476,000	248,244	52.15
Cemetery	158,421	113,294	323,000	209,706	64.92
Civic Properties	410,561	446,528	564,000	117,472	20.83
Corporate Administration	785,480	713,129	1,153,000	439,871	38.15
Cow Bay Marina	255,400	262,426	450,000	187,574	41.68
Development Services	571,091	625,888	1,193,000	567,112	47.54
Economic Development	150,230	180,721	254,000	73,279	28.85
FD 911 Services	423,569	440,228	675,000	234,772	34.78
FD Fire Protective Services	3,289,272	3,721,735	5,578,000	1,856,265	33.28
FD Emergency Measures	18,943	26,352	31,000	4,648	14.99
Finance	764,999	919,529	1,362,000	442,471	32.49
Finance Cost Allocation	(470,000)	(471,000)	(471,000)	-	-
Fiscal Expenses	2,338,717	2,651,109	3,666,000	1,014,891	27.68
Governance	263,624	329,117	432,000	102,883	23.82
Grants in Aid to Community Partners	1,585,124	1,745,146	1,889,000	143,854	7.62
Human Resources	180,564	303,368	488,000	184,632	37.83
Information Technology	427,937	537,964	805,000	267,036	33.17
Parks	720,269	664,381	1,323,000	658,619	49.78
PW Engineering	459,374	487,006	847,000	359,994	42.50
PW Common Cost	3,419,381	3,680,046	5,493,000	1,812,954	33.00
Allocation of PW Common Cost	(2,846,492)	(3,067,979)	(5,351,000)	(2,283,021)	42.67
PW Vehicles	829,860	837,539	1,778,000	940,461	52.89
Allocation of PW Vehicles	(1,060,025)	(1,183,765)	(1,778,000)	(594,235)	33.42
RCMP	4,584,182	4,897,330	7,355,000	2,457,670	33.41
Rec. Centre- Arena	297,222	290,303	582,000	291,697	50.12
Rec. Centre- Civic Centre	1,236,015	1,306,866	2,131,000	824,134	38.67
Rec. Centre- Community Services	496	541	4,000	3,459	86.48
Rec. Centre- Pool	984,523	958,595	1,550,000	591,405	38.16
Roads	1,829,544	1,280,120	2,534,000	1,253,880	49.48
Transit	451,159	622,853	854,000	231,147	27.07
Victim Services	95,140	112,626	222,000	109,374	49.27
Watson Island	170,284	383,844	400,000	16,156	4.04
Transfer to Reserves (Interest, RCMP Loan)	288,314	1,576,744	535,000	(1,041,744)	(194.72)
Transfer to General Capital Reserves	4,068,000	6,860,171	2,245,000	(4,615,171)	(205.58)
<b>Total Operating Expenses</b>	<b>28,497,137</b>	<b>33,936,581</b>	<b>41,967,000</b>	<b>8,030,419</b>	<b>19.14</b>
Provision for Special Projects	247,319	286,563	987,000	700,437	70.97
Provision for Capital Purchases	8,577,143	13,637,856	32,833,000	19,195,144	58.46
Provision for Capital Works	722,469	937,322	3,418,000	2,480,678	72.58
<b>Total Capital Expenses</b>	<b>9,546,931</b>	<b>14,861,741</b>	<b>37,238,000</b>	<b>22,376,259</b>	<b>202.01</b>
<b>Total Operating Fund Expenditures</b>	<b>38,044,068</b>	<b>48,798,322</b>	<b>79,205,000</b>	<b>30,406,678</b>	<b>221.14</b>

REPORT TO COUNCIL – August 2024 FINANCIAL VARIANCE REPORT

November 12, 2024

CITY OF PRINCE RUEPRT- UTILITY OPERATING FUND Budget Variance for Period Ending August 2024	YTD 2023 Actual (\$)	YTD 2024 Actual (\$)	2024 Budget (\$)	Budgeted Amount Left (\$)	% Left
<b>Sanitary and Storm Sewer</b>					
Operating Revenue	2,573,824	2,612,802	2,872,000	(259,198)	(9.03)
Grants	-	327,654	8,300,000	(7,972,346)	(96.05)
Appropriated Surplus- Cap Works	1,165,955	1,519,097	3,163,000	(1,643,903)	(51.97)
Loans from MFA	-	-	6,400,000	(6,400,000)	(100.00)
Funding from Reserves	313,818	20,385	150,000	(129,615)	(86.41)
Capital Works	(2,236,933)	(2,600,523)	(19,313,000)	16,712,477	86.53
Revenue for operations	1,816,664	1,879,415	1,572,000	307,415	19.56
Operating Expenditure	882,798	966,437	1,572,000	605,563	38.52
Surplus /(Deficit)	933,866	912,978	-	912,978	-
<b>Water</b>					
Operating Revenue	4,314,504	5,530,117	4,328,000	1,202,117	27.78
PR Legacy Inc contributions	701,011	696,676	1,159,000	(462,324)	(39.89)
Grants- Capital Works	9,400	3,046,924	28,000,000	(24,953,076)	(89.12)
Funding from P R Legacy Inc - Cap Works	104,518	2,136	500,000	(497,864)	(99.57)
Loans from MFA	-	-	2,000,000	(2,000,000)	(100.00)
Funding from Reserves	1,514,631	1,829,674	4,590,000	(2,760,326)	(60.14)
Capital Purchases	-	-	(190,000)	190,000	(100.00)
Capital Works	(2,778,829)	(5,808,323)	(35,900,000)	30,091,677	(83.82)
Net Revenue	3,865,235	5,297,204	4,487,000	810,204	18.06
Operating Expenditure	2,282,803	3,309,603	4,487,000	1,177,397	26.24
Surplus/(Deficit)	1,582,432	1,987,601	-	1,987,601	-
<b>Solid Waste</b>					
Operating Revenue	8,066,645	4,093,234	4,792,000	(698,766)	(14.58)
Appropriated Surplus- Cap Works	-	21,441	300,000	(278,559)	100.00
Funding from Accruals- Cap Works	44,979	1,747,479	2,880,000	(1,132,521)	100.00
Funding from Long Term Loan MFA	1,317,235	-	-	-	100.00
Funding from Reserves	-	1,797,825	2,260,000	(462,175)	100.00
Community Works Fund (Gas Tax)	-	-	1,000,000	(1,000,000)	100.00
Capital Purchases	(1,337,235)	(297,825)	(310,000)	12,175	100.00
Capital Works	(79,031)	(3,278,285)	(6,175,000)	2,896,715	(46.91)
Revenue for operations	8,012,593	4,083,869	4,747,000	(663,131)	(13.97)
Appropriated Surplus for Rate Stabilization	-	1,029,000	1,029,000	-	-
Operating Expenditure	3,622,194	3,463,702	5,776,000	2,312,298	40.03
Surplus /(Deficit)	4,390,399	1,649,167	-	1,649,167	-

<b>CITY OF PRINCE RUPERT- CAPITAL PURCHASES</b> Budget Variance for Period Ending August 2024	<b>Budget</b> \$	<b>Actual</b> \$	<b>Variance</b> \$
Special Projects	987,000	286,563	700,437
Waterfront Landing	10,000,000	851,111	9,148,889
Ferry Refit	1,470,000	2,105,685	(635,685)
Recreation	302,000	22,494	279,506
RCMP Bulding	17,100,000	8,980,569	8,119,431
Civic Properties	1,816,000	836,099	979,901
Fire Department & 911	1,157,000	633,385	523,615
Land Acquisition	260,000	-	260,000
Watson Island	285,000	109,305	175,695
Public Works	275,000	99,208	175,792
Transit	168,000	-	168,000
Water Utility	190,000	-	190,000
Solid Waste Utility	310,000	297,825	12,175
<b>Total</b>	<b>34,320,000</b>	<b>14,222,244</b>	<b>20,097,756</b>

<b>CITY OF PRINCE RUPERT- CAPITAL WORKS</b> Budget Variance for Period Ending August 2024	<b>Budget</b> \$	<b>Actual</b> \$	<b>Variance</b> \$
General Operating	3,418,000	937,322	2,480,678
Water Utility	35,900,000	5,808,323	30,091,677
Sewer Utility	19,313,000	2,600,523	16,712,477
Solid Waste Utility	6,175,000	3,278,285	2,896,715
<b>Total</b>	<b>64,806,000</b>	<b>12,624,453</b>	<b>52,181,547</b>



REPORT TO COUNCIL  
Regular Meeting of Council

**DATE:** November 12<sup>th</sup>, 2024  
**TO:** Mayor & Council  
**FROM:** Richard Pucci, Deputy City Manager  
**SUBJECT:** **FULTON & 3<sup>RD</sup> TRAFFIC LIGHT REVIEW**

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**RECOMMENDATION:**

**THAT Council receives this Report for information purposes.**

**REASON FOR REPORT:**

At a recent Council meeting, Staff was requested to review the requirement for a fully automated traffic light at the 3<sup>rd</sup> Avenue and Fulton Street intersection.

**ANALYSIS:**

The traffic light at 3<sup>rd</sup> Avenue and Fulton Street is at the end of its operating life. As a result, Staff were requested to review options for replacing the traffic control model at this intersection. Staff hired a consultant, and the intersection was reviewed at its previous operating capacity and current capacity in the 2023 through 2038 future scenarios.

It was determined that the four-way stop operates well in the short term but worsens as the City's population grows. Delays and queues would become problematic over the 15-year horizon.

A two-way stop control was also analyzed, which, if implemented, is expected to cause significant delays in the eastbound and westbound movements during certain peak hours.

While the traffic signal is not currently warranted for the existing volumes, it will be warranted in the 15-year horizon as the population grows and the volumes increase. Further, as pedestrian flows currently rely on the signaling, it is recommended that the street light and controller be replaced as submitted in the Budget.

**COST:**

The Staff believes that removing the existing automated traffic light and installing pedestrian-controlled signaling would result in some savings; however, as reported, this intersection will need to be restored to its previous model within a 15-year time horizon.

**Report Prepared By**

Richard Pucci,  
Deputy City Manager



# REPORT

November 1, 2024

**TO:** Richard Pucci, Deputy City Manager  
**FROM:** Jeff Beckwith, Fire Chief  
**SUBJECT:** Monthly Fire / Rescue Report – October 2024

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During the month of October, 2024, the Prince Rupert Fire Rescue Department responded to 91 emergency incidents. Of these incidents, no properties sustained significant damage due to fire this month. The Fire Department attended 4 small fire incidents, 1 rescue, 2 MVI's, 6 Carbon Dioxide/ Gas investigations and numerous medical responses.

Location	Property Value	Property Loss
<b>Totals:</b>		<b>No Loss</b>

## INCIDENT COMPARISON

October	2024	91 Incidents
October	2023	67 Incidents
October	2022	61 Incidents
October	2021	154 Incidents
October	2020	113 Incidents

## FIRE SERVICE ACT INSPECTIONS

During the month of October Fire Rescue Department personnel conducted 13 Fire Service Act inspections.

## INSPECTION COMPARISON

October	2024	13 Public Building Inspections
October	2023	143 Public Building Inspections
October	2022	0 Public Building Inspections
October	2021	2 Public Building Inspections
October	2020	4 Public Building Inspections

## **DEPARTMENT ACTIVITIES AND PROGRAMS**

### **Fire Prevention and Public Education:**

October saw the annual Fire Prevention Week. Prince Rupert Fire Rescue was able to promote fire safety by having the youth of our community engage in a coloring contest featuring Sparky. Fire fighters also endorsed fire prevention with a visit to Lax Kxeen, a tour of the fire hall with preschoolers and participated in an egg drop with PRMS. PRFR also conducted 3 senior smoke detector changes.

### **Training & Upgrading:**

During the month of October, 35 in-house training sessions were conducted involving four gas detection training, EMR refreshers, CPR review, incident debriefing, forcible entry tactics, pump training, mask up drills, initial attack strategizing, RIT exercises, auto extrication, street familiarization and driver training for our new recruits.

### **Daily Apparatus & Equipment Maintenance:**

Daily inspections and maintenance was conducted on all equipment and apparatus and they remain in working condition.

## **911 DISPATCH SUMMARY**

The following is a summary of emergency calls received and handled by the 911 Operators/Dispatchers.

PR ADMIN	318
PR FIRE	15
PR AMB	188
PR EHS	83
PR RCMP	183
PR ALARM	22

PED ADMIN	3
PED FIRE	0
PED AMB	4
PED EHS	0
PED RCMP	3
PED ALARM	0

OTH FIRE	0
OTH AMB	0
OTH EHS	1
OTH RCMP	2

CITY	94
H/U	119
WRONG #	26
R.C.C.	0
CITYWEST	4
311	0

**Total: 1065**

Respectfully Submitted



JEFF BECKWITH, Chief



## REPORT TO COUNCIL

### Regular Meeting of Council

**DATE:** November 12, 2024  
**TO:** Richard Pucci, Deputy City Manager  
**FROM:** Rodolfo Paras, Urban Planner I

**SUBJECT: DEVELOPMENT ACTIVITY REPORT OCTOBER 2024.**

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#### RECOMMENDATION

**THAT Council Receive and File the attached Development Activity Report in Attachment 1.**

#### REASON FOR REPORT:

This report summarizes development application activity in the City of Prince Rupert for October 2024. This report is intended to inform the Council on applications that have been received and their status to date.

**Report Prepared By:**

**Report Reviewed By:**

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Rodolfo Paras,  
Urban Planner I

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Richard Pucci,  
Deputy City Manager

Originally signed available upon request

Attachments:

1. Development Activity Report

## Development Activity Report – October 2024

### Planning and Zoning

File No.	Location	Proposal Description	Date Received	Status	Date of Decision
<b>ZLBA-24-03</b>	Seal Cove Quarry	Proposal to rezone to allow a 62-unit residential building.	May 14, 2024	In Progress*  *Public hearing and 3 <sup>rd</sup> reading occurred on August 19	Passed 3rd Reading on Aug. 19, 2024.
<b>OCPA – 24-02</b>	Seal Cove Quarry	OCP Amendment to the land use to accommodate a 62-unit residential building. Associated with ZBLA-24-03.	May 14, 2024	In progress*  *Public hearing and 3 <sup>rd</sup> reading occurred on August 19	Passed 3rd Reading on Aug. 19, 2024.
<b>ZBLA-24-04</b>	100 1 <sup>st</sup> Avenue E	Zoning amendment of property with existing building	Oct 28, 2024	In Progress	N/A
<b>DVP-23 -20</b>	200 Sherbrooke Avenue	Proposed smaller parking stall size and request for parking electrification exemption.	Sept 27, 2023	On Hold* *Missing Information	N/A
<b>DP-24-24</b>	3 <sup>rd</sup> Ave. W. (unassigned address. PIDs 014773325, 014773309, 014785943)	Proposed mix-use development in the City Core	Sept. 27, 2024	Approved	Oct. 15, 2024
<b>DVP-24-09</b>	815 1st Ave West	Minor Variance for Sign	Oct. 31, 2024	Approved	Oct. 31, 2024
<b>DP-24-25</b>	2345 Seal Cove Rd	Development Permit	Oct. 31, 2024	In Progress	N/A

### Building Department Permits - Summary October 2024

Number of Building Permits approved in October:	24
Number of Housing Units Approved	2
Housing Units approved so far this year	87

## Heather MacRae

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**From:** MCF Info MCF:EX <MCF.Info@gov.bc.ca>  
**Sent:** Wednesday, October 30, 2024 4:19 PM  
**To:** City Hall  
**Subject:** E-mail from Cory Heavener, Provincial Director of Child Welfare, and Renaa Bacy, Provincial Director of Adoption

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**VIA E-MAIL**  
Ref: 292555

Mayor Herb Pond  
City of Prince Rupert  
E-mail: cityhall@princerupert.ca

Dear Mayor Pond and council:

As the Provincial Director of Child Welfare and the Provincial Director of Adoption, we are delighted and honoured to proclaim November as Adoption and Permanency Awareness Month. This annual proclamation offers an opportunity to celebrate the many families in the province who have opened their hearts and homes to welcome children and youth as permanent members of their family.

November is also about recognizing that there are children and youth who need a permanent home to call their own with caring adults who will nurture and support them and champion their successes. It is our hope to see a province where children and youth can grow up in a loving home that encourages them to thrive.

We would be grateful if you shared the following resources and support services with your community members:

- [Adopt BC Kids](#) - an online portal that provides British Columbians wishing to adopt children and youth from foster care with information and guidance through their adoption application.
- The [Ways to adopt in British Columbia Website](#) provides information on adoption in British Columbia, such as infant adoption, relative and step-parent adoption, and adopting a child or youth from another country.
- <https://belongingnetwork.com> (formerly Adoptive Families Association of BC) - provides information and support services for families who wish to adopt now or in the future.
- <https://adoption-bc.com> - a detailed and comprehensive guide to additional adoption resources.

Thank you for your continued leadership and support in helping us raise awareness about adoption, celebrate adoptive families, and find loving, permanent homes for British Columbia's children and youth.

Sincerely,

Cory Heavener  
Provincial Director of Child Welfare

Renaa Bacy  
Provincial Director of Adoption

*Sent on behalf of the Provincial Directors by:*



## REPORT TO COUNCIL

### Regular Meeting of Council

**DATE:** November 12<sup>th</sup>, 2024  
**TO:** Richard Pucci, Deputy City Manager  
**FROM:** Veronika Stewart, Manager of Communications, Engagement and Social Development

**SUBJECT: REQUEST TO SUPPORT A JOINT APPLICATION TO UBCM FOR INDIGENOUS CULTURAL SAFETY AND HUMILITY TRAINING PROGRAM DEVELOPMENT**

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#### **RECOMMENDATION:**

**THAT Council support a Joint application to UBCM's Indigenous Cultural Safety and Cultural Humility Training funding stream in collaboration with the North Coast Regional District and District of Port Edward for \$110,000 to support development of a joint staff training program for our region.**

#### **REASON FOR REPORT:**

In the summer of 2024, Council approved a Memorandum of Understanding between the City, Port Edward and the Regional District to collaborate on shared objectives around meeting the new requirements of EDMA, while reducing the burden presented by our shared consultation requests to neighbouring Indigenous governments. This MOU committed funds to work together on procuring a localized cultural safety training program as well as development of a communications protocol with Ts'msyen nations that could be appended to our respective emergency plans.

This additional stream of funding has been identified as an opportunity to substantially improve the quality and robustness of the training program developed.

#### **BACKGROUND:**

The BC government has provided funding for the implementation of BC's New Emergency and Disaster Management Act (EDMA), modernized Provincial emergency legislation inclusive of engagement provisions that promote relationship building and collaboration across jurisdictions, and specifically between neighbouring municipalities and Indigenous Nations. This includes consultation and cooperation with Indigenous governing bodies, the incorporation of available Indigenous knowledge into emergency plans and risk assessments, and consideration of cultural safety across emergency management practices.

The Indigenous Engagement Requirements Funding Program is intended to:

- support relationship-building across jurisdictions through consultation and cooperation with Indigenous governing bodies;
- ensure the incorporation of Indigenous knowledge and cultural safety across emergency management practices;
- support policy improvements that reflect the lived experience of Indigenous Peoples; and,
- address the disproportionate impacts on Indigenous Peoples during emergency events.

**LINK TO STRATEGIC PLAN:**

This collaboration supports an explicit objective in the most recent version of the Strategic Plan, which identified the strategic and legislated priority for the City to meet the updated requirements of EDMA.

**ANALYSIS:**

A regional approach across the North Coast Regional District, Port Edward, & Prince Rupert optimizes costs by sharing training resources, facilitators, and venues, reducing redundancy. Centralized locations lower travel expenses, while a train-the-trainer model fosters sustainable, locally led cultural safety education. Collaboration further enhances cost-efficiency, supporting a consistent, high-impact program that strengthens cultural humility & relationship building in Ts'msyen territory. These training materials would be deployed to all emergency and Emergency Operations Centre personnel as part of onboarding, but could serve an added benefit of being part of overall employee onboarding processes at our respective institutions.

**COMMUNITY SOCIAL, ENVIRONMENTAL AND EQUITY CONSIDERATIONS:**

The initial MOU Agreement was developed to support the City's commitment to reconciliation and improving the cultural safety and sensitivity that the City and our partners have when responding to emergencies. Although the majority of our emergency responders have now taken cultural safety training, Indigenous considerations are generally un-represented in the City's emergency processes and protocols. There is also not an established process to ensure that training is built into the onboarding of both emergency personnel and staff as a whole.

Collaboration on this work with neighbouring institutions will assist us in improving understanding of the overall need for cultural safety and sensitivity, as well as how we can effectively integrate those imperatives into our work. In times of crisis, compassion and understanding, and with a cultural lens, is an essential preventative measure to protect against the recreation of past wrongs perpetrated by governments against Indigenous peoples.

This is also an opportunity to stretch funding provided by the Province to develop a more robust training program, inclusive of stipended local knowledge-keeper involvement in its development.

**LINKS TO COUNCIL PLANS AND POLICY DIRECTION:**

This recommendation aligns with the City's [Reconciliation Policy Framework](#), which commits to expanding our work around promoting cultural safety training and also to

**COST:**

There is no additional cost to this project proposed, which has a total proposed budget of \$160,000 – with \$110,000 funding requested via grant and \$50,000 in joint contributions from regional partners from existing EDMA funding, as considered in the MOU.

**CONCLUSION:**

Staff recommends that Council support the grant application.

**Report Prepared By:**

**Report Reviewed By:**

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Veronika Stewart  
Manager of Communications,  
Engagement, and Social Development

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Richard Pucci,  
Deputy City Manager

Originally signed available upon request



## REPORT TO COUNCIL

### Meeting of Council

**DATE:** November 12<sup>th</sup>, 2024  
**TO:** Mayor & Council  
**FROM:** Richard Pucci, Deputy City Manager

**SUBJECT: WATER/SEWER/SOLID WASTE/SUBDIVISION & SERVICING BYLAWS**

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**RECOMMENDATION:**

THAT Council considers the information provided in this Report and directs Staff to provide any further options required prior consideration of these bylaws.

**REASON FOR REPORT:**

This Report is submitted for consideration as a result of Committee of the Whole meeting on October 28<sup>th</sup>, 2024, associated with the Water, Sewer, Solid Waste, and Subdivision and Servicing Bylaws.

It is intended to supply the Council with the rationale for a second option where the Staff have suggested less severe rate increases and the justification behind bringing operational procedures more in line with industry standards.

**ANALYSIS:**

On October 21<sup>st</sup>, 2024, the Staff presented their recommended Water, Sewer, Solid Waste, and Subdivision and Servicing Bylaws to the Council for consideration as **Option 1**. These Bylaws and rates were reviewed by the Operations and Finance Department Staff and vetted by the City's Legal Counsel. **Option 1** provides better cost recovery, with less subsidization and brings language and facility operations more in line with industry standards.

**Option 1 - Bylaw and Rates are summarized below:**

Rates were smoothed using the Staff's best predictions of borrowing

- Water Utility Rate increased by 6% annually and 18% in 2029;
- Sewer Utility Rate increased by 18% annually and 2% in 2029; and,
- Solid Waste Utility Rate increased by 6% annually

Other notable changes in fees were as follows:

- Water Service Fee increased from \$3,218 to \$7,600;
- Sewer/Storm Fees increased from \$2,782 to \$6,000 each;
- A small fee to turn water on and off and sewer call out;
- Inspection chamber installation is from \$658 to \$1,500; and,
- Liquid Waste Fee increased from \$75.50 to 150.00 per tonne.

On October 28, at the Committee of the Whole meeting, the Staff brought forward **Option 2** for the Council's consideration. **Option 2** appreciated the community's financial position and the Council's desire to see an option that provided lower rates for 2025.

**Option 2 Bylaw and Rates are summarized below:**

Option 2 proposes a non-smoothed approach

- Water Utility Rate increased by 2% in 2025;
- Sewer Utility Rate increased by 2% in 2025; and,
- Solid Waste Utility Rate is the same as option 1 and increased by 6% annually.

Other notable changes in fees were as follows:

- Water Service Fee increased from \$3,218 to \$4,500;
- Sewer/Storm Fees increased from \$2,782 to \$4,500 each;
- A small fee to turn water on and off and sewer call out;
- Inspection chamber installation increased from \$658 to \$1,500;
- Staff have proposed to maintain the minimum tipping fees (\$10/\$12, res/non-res);
- Liquid Waste Fee increased from \$75.50 to 80.00 per tonne;
- Staff have rectified the Bin return credit calculation;
- Staff revised language in 7.4(e), removing "*on the day of the collection*" to "*as per applicable regulations or the next business day,*" and,
- Staff have reviewed the Liquid Waste Application provided in *Schedule G* and revised it so that haulers can dispose of combined loads. Combined loads will be allowed if the applicant signs a declaration of responsibility for the liquid waste disposal.

**Further rationale for option 2 is provided in the attached Bylaw Review Sheets.**

**COSTS AND BUDGET IMPACT:**

Each of the options provided has different costs and budget implications. Option 1 of the proposed Bylaws is intended to more accurately reflect a cost recovery model for the provision of the respective services, while option 2 appreciates that the Council may have an appetite to partially subsidize and encourage development.

While Option 1 is more expensive in 2025, it includes more predictable and smoothed increases over the life of the Bylaws; in contrast, option 2 provides relief in 2025 but will likely

have significant cost increase implications in 2026 and beyond if the City’s financial position doesn’t change.

**CONCLUSION:**

**THAT Council receives this Report for consideration and direction.**

**Report Prepared & Reviewed By:**

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Richard Pucci,  
Deputy City Manager

**Originally signed available upon request**

Attachment(s):

- Water Bylaw Option 1, Option 2 & Rationale Sheet
- Sewer Bylaw Option 1, Option 2 & Rationale Sheet
- Solid Waste Bylaw Option 1, Option 2 & Rationale Sheet
- Subdivision & Servicing Bylaw & Rationale Sheet
- Option 1 versus Option 2 Rate Comparison

# CITY OF PRINCE RUPERT

## WATER WORKS BYLAW NO. 3549, 2024

### A BYLAW TO REGULATE THE PROVISION AND USE OF THE WATER WORKS OF THE CITY

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The Council of the City of Prince Rupert in open meeting enacts as follows:

#### PART 1 – INTERPRETATION

##### Title

1.1. This Bylaw may be cited as “Water Utility Management Bylaw, No. 3549, 2024”.

##### Definitions

1.2. In this Bylaw:

“**actual cost**” means all charges incurred by the City with respect to the work performed, including, but not limited to invoiced costs for wages, overhead, equipment, materials, contracted services and other miscellaneous charges and including, where applicable, the cost of using City employees and equipment charged at the hourly rates specified in Schedule "A" of this Bylaw, plus a 15% administration fee.

“**applicant**” means an owner making application for a service connection.

“**Asset Management Reserve Fee**” means a surcharge collected to repair and replace the service infrastructure assets for present and future needs of the system.

“**Building Inspector**” means the Building Inspector of the City and the Building Inspector’s duly authorized representatives.

“**capable of connection**” means that a parcel of land abuts a street, lane, public right-of-way or easement upon or under which there is a water main having a minimum calculated static pressure of 170 kPa and the parcel of land is not already served by a service connection.

“**City**” means the City of Prince Rupert.

“**consumer**” means a person to whom water is supplied by the City.

“**Council**” means the Municipal Council of the City.

“**cross-connection**” means a connection whereby the water works are connected, directly or indirectly, to a device or source that may result in backflow or contaminants entering into plumbing connected to the water works, including bypass arrangements, jumper connections, removable sections, swivel or changeover devices and any other temporary or permanent connecting arrangements.

“**curb stop**” means a shut-off valve installed by the City on a service connection, with a protective housing to the ground surface and located on the main side of a property line.

“**distribution system**” means all mains and appurtenances thereto, including fire hydrants, pumping stations, reservoirs, pressure reducing stations, meters and service connections installed within a highway, municipal right-of-way or easement or on municipal property.

**“employee”** includes management personnel of the City.

**“Engineer”** means the Director of Operations of the City, or any person appointed by the Council to serve in that capacity, and the Director of Operations’ duly authorized representatives.

**“Financial Administrator”** means the Chief Financial Officer of the City, or any person appointed by the Council to serve in that capacity, and the Chief Financial Officer’s duly authorized representatives.

**“Fire Chief”** means the Fire Chief of the City and the Fire Chief’s duly authorized representative.

**“fire hydrant”** means a device equipped with special threaded connections to supply water for fire protection purposes that is installed by the City within a highway, municipal right-of-way or easement or on municipal property and connected to a water main.

**“fire protection system”** includes:

- a) an automatic sprinkler system;
- b) a fire main loop with hydrant;
- c) a connected hose standpipe located inside or outside of a building;
- d) fire protection monitors; and
- e) any other equipment used solely for emergency fire protection and suppression and approved by the Fire Chief.

**“improvements”** means enhancements made on municipal property, including, but not limited to, retaining walls, landscaping, driveways, sidewalks and walkways.

**“main”** means a pipe, including valves, fittings and other appurtenances thereto other than a service connection or water service and includes a pumping station, a water treatment plant or a reservoir.

**“meter”** means a device owned and supplied by the City used to measure and indicate the volume of water passing through the device, including remote reading accessories.

**“owner”** has the same meaning as in the *Community Charter* and includes an owner’s agent.

**“person”** means a natural person, an association, a partnership or a corporation, acting in its own capacity or through a servant, agent or employee.

**“service connection”** means a pipe and the valves, protective boxes, connections, and all other material necessary and used to connect a water main to a curb stop.

**“water service”** means a pipe and all valves, connections and taps connecting a curb stop to a house or other building, including the tail nut of the curb stop, regardless of the side of a property line on which it falls.

**“water works”** means the entire water works system of the City, including the distribution system, reservoirs, intakes and water treatment plant.

### **Interpretation**

- 1.3. If any portion of this Bylaw is held to be invalid or illegal, that portion is severed from this Bylaw, and the remaining portion is to be read and construed as separate and distinct from the severed portion.

## **Schedules**

- 1.4. The schedules attached to this Bylaw form part of this Bylaw and any fee or charge described in a schedule is hereby imposed under this Bylaw.

## **PART 2 – SERVICE CONNECTIONS**

### **General**

- 2.1. The *owner* of a parcel of land *capable of connection* that contains a building or structure must connect the water system of each building or structure to the *water works* by means of a *service connection*.

### **Connection Application**

- 2.2. An *owner* may apply to establish one or more *service connections* to the *owner's* parcel of land by completing the form prescribed by the *Engineer* and paying the applicable fees or charges in Schedule "A" of this Bylaw.
- 2.3. If establishment of a *service connection* is practicable, the *Engineer* shall construct a *service connection* to the *applicant's* parcel of land.
- 2.4. If establishment of a *service connection* is not practicable, the *Engineer* shall notify the *applicant* and the *City* shall refund any charges or fees paid by the *applicant*.
- 2.5. No *person* other than an *employee* may construct a *service connection*, except with the prior written consent of the *Engineer*.

### **Individual Connections**

- 2.6. A *service connection* is not to serve, directly or indirectly, more than one parcel.
- 2.7. Where two or more buildings are situate on a parcel of land and the parcel is capable of being subdivided such that at least one building would be situate on each resulting parcel, each building is to have a separate *service connection*.

### **Connection Location**

- 2.8. Where possible, the *City* shall construct a *service connection* at a location requested by the *applicant*. Where the *applicant's* preferred location is not practicable due to conflict with existing *improvements* or utilities, the *Engineer* shall determine the location of the *service connection*.

### **Compulsory Service Connections**

- 2.9. Where the *City* has scheduled installation of surface *improvements* on a street during a current budget year, the *Engineer* shall construct a *service connection* to each parcel of land abutting the street *capable of connection*, whether or not a building or structure exists on the parcel of land, and shall charge the *owner* the same fees that would be chargeable under section 2.2 of this Bylaw if the owner applied for the *service connection*, such amount payable on demand.

### **Size of Connection**

- 2.10. The minimum inside diameter of a new *service connection* is twenty-five (25) millimetres. In all cases, the diameter of a new *service connection* is subject to approval by the *Engineer* and the *Engineer* may limit the diameter of a new *service connection* if the *Engineer* determines that it exceeds the available capacity of the *water works*.

### **Materials and Workmanship**

- 2.11. All *service connections* shall be constructed in accordance with the current Master Municipal Construction Documents standards.

### **Depth of Bury**

- 2.12. The minimum depth of bury of a *service connection* below finished ground elevation is ninety (90) centimetres unless the *Engineer* authorizes otherwise.

### **Additional or Larger Service Connection Costs**

- 2.13. The *applicant* shall pay the *actual cost*, including any applicable inspection fees, for constructing any additional *service connection* or increasing the size of a *service connection* to comply with the *Engineer's* requirements.

### **Fire Protection Connection**

- 2.14. Where an *owner* applies to establish a *service connection* solely to supply water to a *fire protection system*, the *owner* shall pay the *actual cost* of constructing the *service connection*. The *Engineer* may permit the *service connection* to be unmetered.

### **Use of Fire Hydrant**

- 2.15. The *owner* or occupier of a parcel of land may apply to use a *fire hydrant* for a temporary purpose and shall pay the applicable fees or charges in Schedule "A" of this Bylaw.

## **PART 3 – WATER SERVICES**

### **General**

- 3.1. Individual *water services* are not to have a *cross-connection*.

### **Standard and approval**

- 3.2. The *owner* shall construct a *water service* in accordance with the B.C. Plumbing Code and at the *owner's* expense. The *owner* shall not connect the *water service* to the *service connection* without the *Engineer's* approval.
- 3.3. The *owner* shall not cover any part of the *water service* or the *service connection* until the *Building Inspector* inspects the *water service* and its connection to the *service connection*.

### **Occupancy Permits**

- 3.4. Including for the purpose of ensuring a supply of potable water, the *Building Inspector* may withhold an occupancy permit until the *water service* has been inspected and connected to the *service connection*.

## **PART 4 – METERS**

### **Application and Installation**

- 4.1. The *owner* of a parcel of land that:
- a) is in an industrial, commercial, or institutional zone and contains a building; or
  - b) contains four or more dwelling units within a single building shall:
    - i. install a water *meter* in a location approved by the *Engineer*, which except in exceptional circumstances, shall be outside the building and not within a driveway;

- ii. install a strainer, locking bypass and isolation valves; and
  - iii. pay the water *meter* installation fee specified in Schedule “A” of this Bylaw.
- 4.2. Despite the requirements under section 4.1 of this Bylaw, the Engineer may require the *owner* of a parcel of land install a water *meter* if a use on the parcel consumes an inordinate amount of water.
- 4.3. Every *service connection* is to have a water *meter* that is of a type and size determined by the *Engineer* and installed in accordance with the specifications prescribed by the *Engineer*.

#### **Fees and Costs**

- 4.4. The *owner* shall pay the applicable monthly *meter* rental fee and rate for metered water used set out in Schedule “A” of this Bylaw.
- 4.5. The *City* may charge the owner the cost of repairing or replacing a *meter* if the need to repair or replace the *meter* is the result of conduct by the *owner* that contravenes section 10.4 or another provision of this Bylaw.

#### **Meter Accuracy**

- 4.6. An *owner* may request, in writing, that the *City* verify the accuracy of the record of a water *meter* and shall pay the applicable fee in Schedule “A” of this Bylaw, upon receipt of which, the *City* shall remove and test the water *meter* at the *owner’s* expense.

### **PART 5 – MAINTENANCE**

#### **Owner Obligations**

- 5.1. The *owner* shall maintain the *water service* from the *curb stop* complete to the building or structure for which connection is provided. The *owner* shall at all times maintain the *curb stop* in an accessible condition. Where the *owner* has not maintained the *curb stop* in an accessible condition, the *owner* bears all costs of the *City* to acquire access to the *curb stop* for any reason. In the absence of a *curb stop*, the *owner* shall maintain the *water service* from the property line to the building or structure for which connection is provided.
- 5.2. Where an *owner* suspects there to be a defect in the *service connection* or *water service*, the *owner* shall immediately notify the *City* and the *Engineer* shall, as soon as practicable, operate the *curb stop* and determine whether the defect exists in the *water service* or in the *service connection*. If the defect exists in the *water service*, the *owner* shall pay the call out fee specified in Schedule “A” of this Bylaw and repair the defect at the *owner’s* expense within ten (10) days. If the defect exists in the *service connection*, the *City* shall repair the defect at the *City’s* expense.
- 5.3. Where the *owner* refuses or neglects to repair a defect within ten (10) days, the *Engineer* may repair the defect at the *owner’s* expense and the *City* shall charge the *owner* the cost thereof.

### **PART 6 – USE OF WATER SYSTEM**

#### **Backflow Prevention**

- 6.4. The *Engineer* may require a *consumer* to install a backflow prevention device where the *Engineer* determines that backflow or back pressure may result in a health hazard or nuisance.

- 6.5. Unless otherwise authorized by the *Engineer*, the backflow prevention device is to be a reduced pressure backflow preventer.
- 6.6. A backflow prevention device is mandatory for all of the following buildings, structures and facilities:
- (a) facilities with more than one *service connection* or an alternative source of water;
  - (b) buildings that are over three storeys tall or that use a pump to elevate water;
  - (c) buildings containing a use other than a single-family dwelling or duplex;
  - (d) facilities with irrigation or sprinkler systems;
  - (e) facilities utilizing radioactive materials;
  - (f) facilities closed to public inspection;
  - (g) sand, gravel, concrete and asphalt plants;
  - (h) sewage facilities;
  - (i) waterfront facilities; and
  - (j) any other facility the *Engineer* determines may pose a hazard to the water supply.
- 6.7. A *consumer* shall cause a qualified inspector to inspect and certify the backflow prevention device annually.

#### **Turn-on and Shut-off**

- 6.8. An *owner* may request that the *City* operate the *owner's* curb stop to turn on or shut off the *owner's* supply of water and shall pay the applicable fees in Schedule "A" of this Bylaw, upon receipt of which, the *City* shall operate the curb stop at the *City's* convenience.

#### **Abandonment**

- 6.9. Where an *owner* wishes to permanently remove a *water service* serving their land, the *owner* shall make an application to the *Engineer* and pay the applicable fees in Schedule "A" of this Bylaw.

#### **Water Use Restriction**

- 6.10. In the event of a water supply shortage for any reason, the *Engineer* may issue a notice prohibiting, restricting or limiting the use of water by one or more *consumers*. Notice is sufficient if it is delivered in writing, broadcast by a local radio or television station or advertised in two consecutive issues of a newspaper.
- 6.11. No *person* shall use or consume water in contravention of the terms of a notice issued under section 6.10 of this Bylaw.

#### **Termination of Water Supply for Non-Payment**

- 6.12. The *Engineer* may order that supply of water to a *consumer* be terminated and shall provide at least thirty (30) days' notice, in writing, to the *consumer*, where the *consumer* fails to pay rates fees, charges or rents when due.

#### **Termination of Water Supply for Noncompliance**

- 6.13. The *Engineer* may order that supply of water to a *consumer* be terminated and shall provide at least fourteen (14) days' notice, in writing, to the *consumer*, where the *consumer*:

- (a) violates one of more of the provisions of this Bylaw;
  - (b) fails to maintain a *water service* in good condition and without any leaks;
  - (d) fails to install a *water meter*; or
  - (e) fails to install a backflow prevention device or to cause a qualified inspector to inspect and certify the backflow prevention device annually.
- 6.14. A *consumer* who receives notice in respect of an order that supply of water to the *consumer* be terminated under section 6.13 of this Bylaw may, within fourteen (14) days of receipt of that notice, request an opportunity to make representations to *Council*, in which case the *Engineer* shall not make the order unless, having heard the *consumer*, or the *consumer* having failed to make representations after requesting to do so, *Council* directs the *Engineer* to make the order.
- 6.15. Notwithstanding sections 6.13 and 6.14 of this Bylaw, the *Engineer* may order that supply of water to a *consumer* be terminated immediately, with notice provided at time of termination, where the *Engineer* determines that continuing the supply of water will result in significant loss of water or a potential hazard to the public.

## **PART 7 – CHARGES**

### **Rates**

- 7.1. The *owner* or occupier of a parcel of land shall pay the applicable water rates and user rates in Schedule “A” of this Bylaw.
- 7.2. Rates apply as of the date the *City* turns on the supply of water and cease to apply on the date the *City* shuts off the supply of water.

### **Outstanding Fees and Charges Added to Taxes**

- 7.3. All fees, charges, rents and rates, including charges for works or repairs undertaken by the *City* due to an *owner* or occupier’s failure to carry out necessary works or repairs, not paid on or before the thirty-first (31<sup>st</sup>) day of December in any year are subject to the late fee in Schedule “A” of this Bylaw and are deemed to be taxes in arrears in respect of the parcel(s) of land concerned, such amounts to be recovered, with interest, in the same manner as ordinary municipal taxes upon land in accordance with the *Community Charter* and *Local Government Act*.

## **PART 8 – ACCESS AND INSPECTION**

### **General**

- 8.1. The *Engineer*, *Building Inspector* and an *employee* authorized by the *Engineer* or *Building Inspector* may, at all reasonable times and in accordance with section 16 of the *Community Charter*, enter onto any land to ascertain compliance with this Bylaw and any order, direction or notice given under this Bylaw.

### **Water Meters**

- 8.2. The *owner* or occupier of a parcel of land supplied with water from the *water works* and on which a *meter* is located shall at all times maintain convenient access to the *meter* for reading, repair and removal.

## Private Hydrants

8.3 An *owner* may request that the *City* inspect and maintain a private hydrant that:

- a) is located on the *owner's* parcel;
- b) is located outside of a building;
- c) conforms to *City* standards as determined by the Engineer; and
- d) is used solely for fire protection and suppression purposes to the same standard as the *City* applies to *fire hydrants*;

and if the *City*, at the discretion of the *Engineer*, agrees to inspect and maintain the private hydrant then the owner shall pay the applicable annual fees in Schedule "A" of this Bylaw, upon receipt of which, the *City* shall inspect and maintain the *fire hydrant* at the *City's* convenience.

## PART 9 – LIABILITY

### General

- 9.1. The *City* is not liable for injury or damage to a *person* or property arising or occurring from the use of water from the *water works*.
- 9.2. The *City* does not guarantee that water it supplies is free of any impurity that could affect a manufacturing process.

### Failure of Water Supply

- 9.3. The *City* is not liable for failure of the water supply as a consequence of an accident or damage to the *water works*, excessive pressure or lack of pressure or temporary stoppage on account of alterations or repairs, whether the failure arises from the negligence of an *employee* or any other *person* or from natural deterioration or obsolescence of the *water works* or otherwise.

### Improvements

- 9.4. The *City* is not liable for damage or destruction of an *improvement* that impedes access to the *distribution system*. The *City* shall not replace or compensate for damage or destruction of an *improvement* by an *employee* installing, maintaining, repairing or replacing a *service connection* or *main*.

## PART 10 – OFFENCES

### General

- 10.1. A *person* who contravenes a provision of this Bylaw, or who causes, suffers, or permits any act or thing to be done in contravention of a provision of this Bylaw, or who neglects or refrains from doing anything required to be done by a provision of this Bylaw or who fails to comply with an order, direction or notice given under this Bylaw commits an offence and is liable on conviction to a fine not exceeding FIFTY THOUSAND DOLLARS (\$50,000.00).
- 10.2. Where an offence under this Bylaw is of a continuing nature, each day that the offence continues or is permitted to exist constitutes a separate offence.
- 10.3. Nothing in sections 10.1 and 10.2 of this Bylaw affects any other right or remedy of the City in respect of a violation of a provision of this Bylaw.

**Tampering**

- 10.4. No *person* shall connect to the *water works* or in any way tamper with, operate, remove or make any alteration to a *fire hydrant, meter, curb stop, valve, pumping station, reservoir, inspection chamber* or other fixture or appurtenance connected with the *water works*, except with the prior written consent of the *Engineer*, such consent to be provided only in exceptional circumstances.
- 10.5. No *person* shall, without lawful excuse, break, damage, destroy, uncover, deface, mar or tamper with a part of the *water works*.

**PART 11 – ADMINISTRATION**

**Reference to Other Bylaws or Enactments**

- 11.1. Reference to any bylaw or enactment is a reference to that bylaw or enactment as consolidated, revised, amended, re-enacted or replaced unless otherwise expressly provided.

**Notice**

- 11.2. Where the *Engineer* is required to give notice, notice is sufficiently given if it is sent to the *owner* by mail, left with the *owner* or deposited in the mailbox at the *owner’s* residence or place of business.

**Commencement**

- 11.3. This Bylaw comes into force on adoption.
- 11.4. Despite section 11.3 and Schedule “A” of this Bylaw, during 2024 the fees set out in Schedule “A” of Water Utility Management Bylaw No. 3401, 2016 are deemed to apply to this Bylaw notwithstanding the repeal of Water Utility Management Bylaw No. 3401, 2016.

**Repeal**

- 11.5. Water Utility Management Bylaw No. 3401, 2016 is repealed.

READ A FIRST TIME this \_\_\_\_ day of \_\_\_\_\_, 2024.

READ A SECOND TIME this this \_\_\_\_ day of \_\_\_\_\_, 2024.

READ A THIRD TIME this \_\_\_\_ day of \_\_\_\_\_, 2024

READ A FOURHT & FINAL TIME this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer

# SCHEDULE “A”

## Water Works Bylaw No. 3549, 2024

### FEES AND CHARGES

The fees, rates, and charges listed in items 1 through 6 of this Schedule include a 2% Asset Management Reserve Fee.

	2024	2025	2026	2027	2028
<b>1. Water Meter Rentals – Billed Monthly</b>					
Up to and including 19 mm	\$9.46	\$10.03	\$10.63	\$11.27	\$11.95
25 mm	\$14.64	\$15.52	\$16.45	\$17.44	\$18.49
38 mm	\$23.64	\$25.06	\$26.56	\$28.15	\$29.84
50 mm	\$29.05	\$30.79	\$32.64	\$34.60	\$36.68
75 mm	\$88.82	\$94.15	\$99.80	\$105.79	\$112.14
100 mm	\$134.30	\$142.36	\$150.90	\$159.95	\$169.55
150 mm	\$257.68	\$273.14	\$289.53	\$306.90	\$325.31
200 mm	\$315.41	\$334.33	\$354.39	\$375.65	\$398.19
<b>2. Meter Reading Charges</b>					
Each call after the first one of each month if access has not been provided.	\$64.00	\$68.00	\$72.00	\$76.00	\$81.00
<b>3. Meter Rates – Billed Monthly</b>					
Water consumption up to 2,800 cubic metres –per cubic metre	\$1.10	\$1.17	\$1.24	\$1.31	\$1.39
Water consumption in excess of 2,800 cubic metres –per cubic metre	\$0.80	\$0.85	\$0.90	\$0.95	\$1.01
<b>4. Minimum Meter Charges – Billed Monthly</b>					
Minimum charge to any metered customer	\$50.65	\$53.69	\$56.91	\$60.32	\$63.94

Restaurants & Liquor Establishment will be a minimum charge of	\$73.17	\$77.56	\$82.21	\$87.14	\$92.37
Except for hotels/motels, which will pay a minimum charge of	\$84.43	\$89.50	\$94.87	\$100.56	\$106.59
<b>5. Residential Water Rates – Billed Annually</b>					
Residential House Per Dwelling	\$562.87	\$596.64	\$632.44	\$670.39	\$710.61
<b>6. User Rates Non Metered – Billed Quarterly</b>					
Residential Building with single Owner/Strata for greater than 20 Dwellings – per dwelling	\$140.72	\$149.16	\$158.11	\$167.60	\$177.65
Apartment Building – per unit	\$208.26	\$220.76	\$234.01	\$248.05	\$262.93
Bank	\$481.81	\$510.72	\$541.36	\$573.84	\$608.27
Business Under 10 employees	\$386.12	\$409.29	\$433.85	\$459.88	\$487.47
Business Over 10 employees	\$481.81	\$510.72	\$541.36	\$573.84	\$608.27
Church/Religious Meeting Place	\$200.38	\$212.40	\$225.14	\$238.65	\$252.97
Day Care Centre	\$481.81	\$510.72	\$541.36	\$573.84	\$608.27
Licenced Premises	\$1,053.69	\$1,16.91	\$1,183.92	\$1,254.96	\$1,330.26
Multi family dwelling, greater than 3 units - per unit	\$208.26	\$220.76	\$234.01	\$248.05	\$262.93
<b>7. Water Service Connection Fees</b>					
Residential one (1) inch service (or actual cost if lower than this fee)	\$7,600.00	\$8,100.00	\$8,600.00	\$9,100.00	\$9,600.00
Non-residential services	actual cost	actual cost	actual cost	actual cost	actual cost
<b>8. Inspection Fees</b>					
In addition to the connection fees, a separate inspection fee will be levied for each connection.	\$277.00	\$294.00	\$312.00	\$331.00	\$351.00

<b>9. Water On and Off Fees</b>					
During regular working hours (8:00 am to 4:00 pm, Monday to Friday except Statutory holidays) and regular working days	\$52.00	\$55.00	\$58.00	\$61.00	\$65.00
Outside regular working hours – per occurrence	\$300.00	\$318.00	\$337.00	\$357.00	\$378.00
<b>10. Actual Cost Hourly Rates</b>					
Clerical & First Aid Attendant		\$96.00	These hourly rates are subject to change annually, starting 2026, based in part on Collective Agreement Bargaining.		
Engineering Technologist		\$94.00			
Equipment Operator I		\$91.00			
Equipment Operator II		\$103.00			
Foreman		\$106.00			
Labourer		\$91.00			
Mechanic/Welder		\$118.00			
Utility Foreman		\$113.00			
Other		\$91.00			
City Vehicles and Equipment	The hourly rental rate for the vehicle or equipment as specified in the current year's Blue Book Rental Rate Guide as published by BC Road Builders and Heavy Construction Association in partnership with the Ministry of Transportation				
<b>11. Abandonment Fees</b>					
Abandon service to the water main	actual cost	actual cost	actual cost	actual cost	actual cost
<b>12. Hydrants</b>					
Use of the Fire Hydrant – first day	\$376.00	\$399.00	\$423.00	\$448.00	\$475.00
For each additional day	\$159.00	\$169.00	\$179.00	\$190.00	\$201.00
Private Fire Hydrant Maintenance	\$656.00	\$695.00	\$737.00	\$781.00	\$828.00
<b>13. Meter Testing Charges</b>					
Owner requested additional testing	actual cost	actual cost	actual cost	actual cost	actual cost

#### **14. Other Work**

Any work carried out by the *City* at the request of an *owner* and with the approval of the *Engineer* in relation to the *service connection* and not otherwise provided in this Schedule "A", such as relocating or altering existing services, installing a different type of equipment, device or service box, raising a manhole, or other modifications to *City* utilities on or near the *owner's* parcel of land shall be charged to the *owner* at *actual costs*.

#### **15. Billing and Early Payment Reward**

Accounts paid in full by the due date on the Billing Statement may be entitled to receive a ten percent (10%) reduction. Any payments received after the close of business day at Prince Rupert City Hall on the due date are not eligible for the discount. Payments made at a Financial Institution must be received by the City on or before the applicable due dates in order for the customer to qualify for the discount. Non receipt of the utility bill will not be recognized as a valid excuse for failure to pay the rates when due.

#### **16. Unpaid Fees and Charges**

Any amounts imposed under this Schedule remaining unpaid on the thirty-first (31st) day of December in any year shall be deemed to be taxes in arrears in respect of the parcels of land concerned and such sums shall be recovered with interest, in the same manner as ordinary municipal taxes upon land in accordance with the applicable provisions of the Community Charter and Local Government Act.

**GST is applicable on the fees and charges.**

# CITY OF PRINCE RUPERT

## WATER WORKS BYLAW NO. 3549, 2024

### A BYLAW TO REGULATE THE PROVISION AND USE OF THE WATER WORKS OF THE CITY

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The Council of the City of Prince Rupert in open meeting enacts as follows:

#### PART 1 – INTERPRETATION

##### Title

1.1. This Bylaw may be cited as “Water Utility Management Bylaw, No. 3549, 2024”.

##### Definitions

1.2. In this Bylaw:

“**actual cost**” means all charges incurred by the City with respect to the work performed, including, but not limited to invoiced costs for wages, overhead, equipment, materials, contracted services and other miscellaneous charges and including, where applicable, the cost of using City employees and equipment charged at the hourly rates specified in Schedule "A" of this Bylaw, plus a 15% administration fee.

“**applicant**” means an owner making application for a service connection.

“**Asset Management Reserve Fee**” means a surcharge collected to repair and replace the service infrastructure assets for present and future needs of the system.

“**Building Inspector**” means the Building Inspector of the City and the Building Inspector’s duly authorized representatives.

“**capable of connection**” means that a parcel of land abuts a street, lane, public right-of-way or easement upon or under which there is a water main having a minimum calculated static pressure of 170 kPa and the parcel of land is not already served by a service connection.

“**City**” means the City of Prince Rupert.

“**consumer**” means a person to whom water is supplied by the City.

“**Council**” means the Municipal Council of the City.

“**cross-connection**” means a connection whereby the water works are connected, directly or indirectly, to a device or source that may result in backflow or contaminants entering into plumbing connected to the water works, including bypass arrangements, jumper connections, removable sections, swivel or changeover devices and any other temporary or permanent connecting arrangements.

“**curb stop**” means a shut-off valve installed by the City on a service connection, with a protective housing to the ground surface and located on the main side of a property line.

“**distribution system**” means all mains and appurtenances thereto, including fire hydrants, pumping stations, reservoirs, pressure reducing stations, meters and service connections installed within a highway, municipal right-of-way or easement or on municipal property.

“**employee**” includes management personnel of the City.

“**Engineer**” means the Director of Operations of the City, or any person appointed by the Council to serve in that capacity, and the Director of Operations’ duly authorized representatives.

“**Financial Administrator**” means the Chief Financial Officer of the City, or any person appointed by the Council to serve in that capacity, and the Chief Financial Officer’s duly authorized representatives.

“**Fire Chief**” means the Fire Chief of the City and the Fire Chief’s duly authorized representative.

“**fire hydrant**” means a device equipped with special threaded connections to supply water for fire protection purposes that is installed by the City within a highway, municipal right-of-way or easement or on municipal property and connected to a water main.

“**fire protection system**” includes:

- a) an automatic sprinkler system;
- b) a fire main loop with hydrant;
- c) a connected hose standpipe located inside or outside of a building;
- d) fire protection monitors; and
- e) any other equipment used solely for emergency fire protection and suppression and approved by the Fire Chief.

“**improvements**” means enhancements made on municipal property, including, but not limited to, retaining walls, landscaping, driveways, sidewalks and walkways.

“**main**” means a pipe, including valves, fittings and other appurtenances thereto other than a service connection or water service and includes a pumping station, a water treatment plant or a reservoir.

“**meter**” means a device owned and supplied by the City used to measure and indicate the volume of water passing through the device, including remote reading accessories.

“**owner**” has the same meaning as in the *Community Charter* and includes an owner’s agent.

“**person**” means a natural person, an association, a partnership or a corporation, acting in its own capacity or through a servant, agent or employee.

“**service connection**” means a pipe and the valves, protective boxes, connections, and all other material necessary and used to connect a water main to a curb stop.

“**water service**” means a pipe and all valves, connections and taps connecting a curb stop to a house or other building, including the tail nut of the curb stop, regardless of the side of a property line on which it falls.

“**water works**” means the entire water works system of the City, including the distribution system, reservoirs, intakes and water treatment plant.

### Interpretation

- 1.3. If any portion of this Bylaw is held to be invalid or illegal, that portion is severed from this Bylaw, and the remaining portion is to be read and construed as separate and distinct from the severed portion.

## **Schedules**

- 1.4. The schedules attached to this Bylaw form part of this Bylaw and any fee or charge described in a schedule is hereby imposed under this Bylaw.

## **PART 2 – SERVICE CONNECTIONS**

### **General**

- 2.1. The *owner* of a parcel of land *capable of connection* that contains a building or structure must connect the water system of each building or structure to the *water works* by means of a *service connection*.

### **Connection Application**

- 2.2. An *owner* may apply to establish one or more *service connections* to the *owner's* parcel of land by completing the form prescribed by the *Engineer* and paying the applicable fees or charges in Schedule "A" of this Bylaw.
- 2.3. If establishment of a *service connection* is practicable, the *Engineer* shall construct a *service connection* to the *applicant's* parcel of land.
- 2.4. If establishment of a *service connection* is not practicable, the *Engineer* shall notify the *applicant* and the *City* shall refund any charges or fees paid by the *applicant*.
- 2.5. No *person* other than an *employee* may construct a *service connection*, except with the prior written consent of the *Engineer*.

### **Individual Connections**

- 2.6. A *service connection* is not to serve, directly or indirectly, more than one parcel.
- 2.7. Where two or more buildings are situate on a parcel of land and the parcel is capable of being subdivided such that at least one building would be situate on each resulting parcel, each building is to have a separate *service connection*.

### **Connection Location**

- 2.8. Where possible, the *City* shall construct a *service connection* at a location requested by the *applicant*. Where the *applicant's* preferred location is not practicable due to conflict with existing *improvements* or utilities, the *Engineer* shall determine the location of the *service connection*.

### **Compulsory Service Connections**

- 2.9. Where the *City* has scheduled installation of surface *improvements* on a street during a current budget year, the *Engineer* shall construct a *service connection* to each parcel of land abutting the street *capable of connection*, whether or not a building or structure exists on the parcel of land, and shall charge the *owner* the same fees that would be chargeable under section 2.2 of this Bylaw if the owner applied for the *service connection*, such amount payable on demand.

### **Size of Connection**

- 2.10. The minimum inside diameter of a new *service connection* is twenty-five (25) millimetres. In all cases, the diameter of a new *service connection* is subject to approval by the *Engineer* and the *Engineer* may limit the diameter of a new *service connection* if the *Engineer* determines that it exceeds the available capacity of the *water works*.

### **Materials and Workmanship**

- 2.11. All *service connections* shall be constructed in accordance with the current Master Municipal Construction Documents standards.

### **Depth of Bury**

- 2.12. The minimum depth of bury of a *service connection* below finished ground elevation is ninety (90) centimetres unless the *Engineer* authorizes otherwise.

### **Additional or Larger Service Connection Costs**

- 2.13. The *applicant* shall pay the *actual cost*, including any applicable inspection fees, for constructing any additional *service connection* or increasing the size of a *service connection* to comply with the *Engineer's* requirements.

### **Fire Protection Connection**

- 2.14. Where an *owner* applies to establish a *service connection* solely to supply water to a *fire protection system*, the *owner* shall pay the *actual cost* of constructing the *service connection*. The *Engineer* may permit the *service connection* to be unmetered.

### **Use of Fire Hydrant**

- 2.15. The *owner* or occupier of a parcel of land may apply to use a *fire hydrant* for a temporary purpose and shall pay the applicable fees or charges in Schedule "A" of this Bylaw.

## **PART 3 – WATER SERVICES**

### **General**

- 3.1. Individual *water services* are not to have a *cross-connection*.

### **Standard and approval**

- 3.2. The *owner* shall construct a *water service* in accordance with the B.C. Plumbing Code and at the *owner's* expense. The *owner* shall not connect the *water service* to the *service connection* without the *Engineer's* approval.
- 3.3. The *owner* shall not cover any part of the *water service* or the *service connection* until the *Building Inspector* inspects the *water service* and its connection to the *service connection*.

### **Occupancy Permits**

- 3.4. Including for the purpose of ensuring a supply of potable water, the *Building Inspector* may withhold an occupancy permit until the *water service* has been inspected and connected to the *service connection*.

## **PART 4 – METERS**

### **Application and Installation**

- 4.1. The *owner* of a parcel of land that:
- a) is in an industrial, commercial, or institutional zone and contains a building; or
  - b) contains four or more dwelling units within a single building shall:
    - i. install a *water meter* in a location approved by the *Engineer*, which except in exceptional circumstances, shall be outside the building and not within a driveway;

- ii. install a strainer, locking bypass and isolation valves; and
  - iii. pay the water *meter* installation fee specified in Schedule “A” of this Bylaw.
- 4.2. Despite the requirements under section 4.1 of this Bylaw, the Engineer may require the *owner* of a parcel of land install a water *meter* if a use on the parcel consumes an inordinate amount of water.
- 4.3. Every *service connection* is to have a water *meter* that is of a type and size determined by the *Engineer* and installed in accordance with the specifications prescribed by the *Engineer*.

#### **Fees and Costs**

- 4.4. The *owner* shall pay the applicable monthly *meter* rental fee and rate for metered water used set out in Schedule “A” of this Bylaw.
- 4.5. The *City* may charge the owner the cost of repairing or replacing a *meter* if the need to repair or replace the *meter* is the result of conduct by the *owner* that contravenes section 10.4 or another provision of this Bylaw.

#### **Meter Accuracy**

- 4.6. An *owner* may request, in writing, that the *City* verify the accuracy of the record of a water *meter* and shall pay the applicable fee in Schedule “A” of this Bylaw, upon receipt of which, the *City* shall remove and test the water *meter* at the *owner’s* expense.

### **PART 5 – MAINTENANCE**

#### **Owner Obligations**

- 5.1. The *owner* shall maintain the *water service* from the *curb stop* complete to the building or structure for which connection is provided. The *owner* shall at all times maintain the *curb stop* in an accessible condition. Where the *owner* has not maintained the *curb stop* in an accessible condition, the *owner* bears all costs of the *City* to acquire access to the *curb stop* for any reason. In the absence of a *curb stop*, the *owner* shall maintain the *water service* from the property line to the building or structure for which connection is provided.
- 5.2. Where an *owner* suspects there to be a defect in the *service connection* or *water service*, the *owner* shall immediately notify the *City* and the *Engineer* shall, as soon as practicable, operate the *curb stop* and determine whether the defect exists in the *water service* or in the *service connection*. If the defect exists in the *water service*, the *owner* shall pay the call out fee specified in Schedule “A” of this Bylaw and repair the defect at the *owner’s* expense within ten (10) days. If the defect exists in the *service connection*, the *City* shall repair the defect at the *City’s* expense.
- 5.3. Where the *owner* refuses or neglects to repair a defect within ten (10) days, the *Engineer* may repair the defect at the *owner’s* expense and the *City* shall charge the *owner* the cost thereof.

### **PART 6 – USE OF WATER SYSTEM**

#### **Backflow Prevention**

- 6.4. The *Engineer* may require a *consumer* to install a backflow prevention device where the *Engineer* determines that backflow or back pressure may result in a health hazard or nuisance.

- 6.5. Unless otherwise authorized by the *Engineer*, the backflow prevention device is to be a reduced pressure backflow preventer.
- 6.6. A backflow prevention device is mandatory for all of the following buildings, structures and facilities:
- (a) facilities with more than one *service connection* or an alternative source of water;
  - (b) buildings that are over three storeys tall or that use a pump to elevate water;
  - (c) buildings containing a use other than a single-family dwelling or duplex;
  - (d) facilities with irrigation or sprinkler systems;
  - (e) facilities utilizing radioactive materials;
  - (f) facilities closed to public inspection;
  - (g) sand, gravel, concrete and asphalt plants;
  - (h) sewage facilities;
  - (i) waterfront facilities; and
  - (j) any other facility the *Engineer* determines may pose a hazard to the water supply.
- 6.7. A *consumer* shall cause a qualified inspector to inspect and certify the backflow prevention device annually.

#### **Turn-on and Shut-off**

- 6.8. An *owner* may request that the *City* operate the *owner's* curb stop to turn on or shut off the *owner's* supply of water and shall pay the applicable fees in Schedule "A" of this Bylaw, upon receipt of which, the *City* shall operate the curb stop at the *City's* convenience.

#### **Abandonment**

- 6.9. Where an *owner* wishes to permanently remove a *water service* serving their land, the *owner* shall make an application to the *Engineer* and pay the applicable fees in Schedule "A" of this Bylaw.

#### **Water Use Restriction**

- 6.10. In the event of a water supply shortage for any reason, the *Engineer* may issue a notice prohibiting, restricting or limiting the use of water by one or more *consumers*. Notice is sufficient if it is delivered in writing, broadcast by a local radio or television station or advertised in two consecutive issues of a newspaper.
- 6.11. No *person* shall use or consume water in contravention of the terms of a notice issued under section 6.10 of this Bylaw.

#### **Termination of Water Supply for Non-Payment**

- 6.12. The *Engineer* may order that supply of water to a *consumer* be terminated and shall provide at least thirty (30) days' notice, in writing, to the *consumer*, where the *consumer* fails to pay rates fees, charges or rents when due.

#### **Termination of Water Supply for Noncompliance**

- 6.13. The *Engineer* may order that supply of water to a *consumer* be terminated and shall provide at least fourteen (14) days' notice, in writing, to the *consumer*, where the *consumer*.

- (a) violates one of more of the provisions of this Bylaw;
  - (b) fails to maintain a *water service* in good condition and without any leaks;
  - (d) fails to install a *water meter*; or
  - (e) fails to install a backflow prevention device or to cause a qualified inspector to inspect and certify the backflow prevention device annually.
- 6.14. A *consumer* who receives notice in respect of an order that supply of water to the *consumer* be terminated under section 6.13 of this Bylaw may, within fourteen (14) days of receipt of that notice, request an opportunity to make representations to *Council*, in which case the *Engineer* shall not make the order unless, having heard the *consumer*, or the *consumer* having failed to make representations after requesting to do so, *Council* directs the *Engineer* to make the order.
- 6.15. Notwithstanding sections 6.13 and 6.14 of this Bylaw, the *Engineer* may order that supply of water to a *consumer* be terminated immediately, with notice provided at time of termination, where the *Engineer* determines that continuing the supply of water will result in significant loss of water or a potential hazard to the public.

## **PART 7 – CHARGES**

### **Rates**

- 7.1. The *owner* or occupier of a parcel of land shall pay the applicable water rates and user rates in Schedule “A” of this Bylaw.
- 7.2. Rates apply as of the date the *City* turns on the supply of water and cease to apply on the date the *City* shuts off the supply of water.

### **Outstanding Fees and Charges Added to Taxes**

- 7.3. All fees, charges, rents and rates, including charges for works or repairs undertaken by the *City* due to an *owner* or occupier’s failure to carry out necessary works or repairs, not paid on or before the thirty-first (31<sup>st</sup>) day of December in any year are subject to the late fee in Schedule “A” of this Bylaw and are deemed to be taxes in arrears in respect of the parcel(s) of land concerned, such amounts to be recovered, with interest, in the same manner as ordinary municipal taxes upon land in accordance with the *Community Charter* and *Local Government Act*.

## **PART 8 – ACCESS AND INSPECTION**

### **General**

- 8.1. The *Engineer*, *Building Inspector* and an *employee* authorized by the *Engineer* or *Building Inspector* may, at all reasonable times and in accordance with section 16 of the *Community Charter*, enter onto any land to ascertain compliance with this Bylaw and any order, direction or notice given under this Bylaw.

### **Water Meters**

- 8.2. The *owner* or occupier of a parcel of land supplied with water from the *water works* and on which a *meter* is located shall at all times maintain convenient access to the *meter* for reading, repair and removal.

## Private Hydrants

8.3 An *owner* may request that the *City* inspect and maintain a private hydrant that:

- a) is located on the *owner's* parcel;
- b) is located outside of a building;
- c) conforms to *City* standards as determined by the Engineer; and
- d) is used solely for fire protection and suppression purposes to the same standard as the *City* applies to *fire hydrants*;

and if the *City*, at the discretion of the *Engineer*, agrees to inspect and maintain the private hydrant then the owner shall pay the applicable annual fees in Schedule "A" of this Bylaw, upon receipt of which, the *City* shall inspect and maintain the *fire hydrant* at the *City's* convenience.

## PART 9 – LIABILITY

### General

- 9.1. The *City* is not liable for injury or damage to a *person* or property arising or occurring from the use of water from the *water works*.
- 9.2. The *City* does not guarantee that water it supplies is free of any impurity that could affect a manufacturing process.

### Failure of Water Supply

- 9.3. The *City* is not liable for failure of the water supply as a consequence of an accident or damage to the *water works*, excessive pressure or lack of pressure or temporary stoppage on account of alterations or repairs, whether the failure arises from the negligence of an *employee* or any other *person* or from natural deterioration or obsolescence of the *water works* or otherwise.

### Improvements

- 9.4. The *City* is not liable for damage or destruction of an *improvement* that impedes access to the *distribution system*. The *City* shall not replace or compensate for damage or destruction of an *improvement* by an *employee* installing, maintaining, repairing or replacing a *service connection* or *main*.

## PART 10 – OFFENCES

### General

- 10.1. A *person* who contravenes a provision of this Bylaw, or who causes, suffers, or permits any act or thing to be done in contravention of a provision of this Bylaw, or who neglects or refrains from doing anything required to be done by a provision of this Bylaw or who fails to comply with an order, direction or notice given under this Bylaw commits an offence and is liable on conviction to a fine not exceeding FIFTY THOUSAND DOLLARS (\$50,000.00).
- 10.2. Where an offence under this Bylaw is of a continuing nature, each day that the offence continues or is permitted to exist constitutes a separate offence.
- 10.3. Nothing in sections 10.1 and 10.2 of this Bylaw affects any other right or remedy of the City in respect of a violation of a provision of this Bylaw.

**Tampering**

- 10.4. No *person* shall connect to the *water works* or in any way tamper with, operate, remove or make any alteration to a *fire hydrant, meter, curb stop, valve, pumping station, reservoir, inspection chamber* or other fixture or appurtenance connected with the *water works*, except with the prior written consent of the *Engineer*, such consent to be provided only in exceptional circumstances.
- 10.5. No *person* shall, without lawful excuse, break, damage, destroy, uncover, deface, mar or tamper with a part of the *water works*.

**PART 11 – ADMINISTRATION**

**Reference to Other Bylaws or Enactments**

- 11.1. Reference to any bylaw or enactment is a reference to that bylaw or enactment as consolidated, revised, amended, re-enacted or replaced unless otherwise expressly provided.

**Notice**

- 11.2. Where the *Engineer* is required to give notice, notice is sufficiently given if it is sent to the *owner* by mail, left with the *owner* or deposited in the mailbox at the *owner’s* residence or place of business.

**Commencement**

- 11.3. This Bylaw comes into force on adoption.
- 11.4. Despite section 11.3 and Schedule “A” of this Bylaw, during 2024 the fees set out in Schedule “A” of Water Utility Management Bylaw No. 3401, 2016 are deemed to apply to this Bylaw notwithstanding the repeal of Water Utility Management Bylaw No. 3401, 2016.

**Repeal**

- 11.5. Water Utility Management Bylaw No. 3401, 2016 is repealed.

READ A FIRST TIME this \_\_\_\_ day of \_\_\_\_\_, 2024.

READ A SECOND TIME this this \_\_\_\_ day of \_\_\_\_\_, 2024.

READ A THIRD TIME this \_\_\_\_ day of \_\_\_\_\_, 2024

READ A FOURHT & FINAL TIME this \_\_\_\_day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer

# SCHEDULE “A”

## Water Works Bylaw No. 3549, 2024

### FEES AND CHARGES

The fees, rates, and charges listed in items 1 through 6 of this Schedule include a 2% Asset Management Reserve Fee.

	2024	2025			
<b>2%</b>					
<b>1. Water Meter Rentals – Billed Monthly</b>					
Up to and including 19 mm	\$9.46	\$9.65			
25 mm	\$14.64	\$14.93			
38 mm	\$23.64	\$24.11			
50 mm	\$29.05	\$29.63			
75 mm	\$88.82	\$90.60			
100 mm	\$134.30	\$136.99			
150 mm	\$257.68	\$262.83			
200 mm	\$315.41	\$327.72			
<b>2. Meter Reading Charges</b>					
Each call after the first one of each month if access has not been provided.	\$64.00	\$65.00			
<b>3. Meter Rates – Billed Monthly</b>					
Water consumption up to 2,800 cubic metres –per cubic metre	\$1.10	\$1.12			
Water consumption in excess of 2,800 cubic metres –per cubic metre	\$0.80	\$0.82			
<b>4. Minimum Meter Charges – Billed Monthly</b>					
Minimum charge to any metered customer	\$50.65	\$51.66			

Restaurants & Liquor Establishment will be a minimum charge of	\$73.17	\$74.63			
Except for hotels/motels, which will pay a minimum charge of	\$84.43	\$86.12			
<b>5. Residential Water Rates – Billed Annually</b>					
Residential House Per Dwelling	\$562.87	\$574.13			
<b>6. User Rates Non Metered – Billed Quarterly</b>					
Residential Building with single Owner/Strata for greater than 20 Dwellings – per dwelling	\$140.72	\$143.53			
Apartment Building – per unit	\$208.26	\$212.43			
Bank	\$481.81	\$491.45			
Business Under 10 employees	\$386.12	\$393.84			
Business Over 10 employees	\$481.81	\$491.45			
Church/Religious Meeting Place	\$200.38	\$204.39			
Day Care Centre	\$481.81	\$491.45			
Licenced Premises	\$1,053.69	\$1,074.76			
Multi family dwelling, greater than 3 units - per unit	\$208.26	\$212.43			
<b>7. Water Service Connection Fees</b>					
Residential one (1) inch service (or actual cost if lower than this fee)	\$3,218.00	\$4,500.00			
Non-residential services	actual cost	actual cost			
<b>8. Inspection Fees</b>					
In addition to the connection fees, a separate inspection fee will be levied for each connection.	\$277.00	\$283.00			

9. Water On and Off Fees					
During regular working hours (8:00 am to 4:00 pm, Monday to Friday except Statutory holidays) and regular working days	N/A	\$53.00			
Outside regular working hours – per occurrence	\$300.00	\$306.00			
10. Actual Cost Hourly Rates					
Clerical & First Aid Attendant		\$96.00	These hourly rates are subject to change annually, starting 2026, based in part on Collective Agreement Bargaining.		
Engineering Technologist		\$94.00			
Equipment Operator I		\$91.00			
Equipment Operator II		\$103.00			
Foreman		\$106.00			
Labourer		\$91.00			
Mechanic/Welder		\$118.00			
Utility Foreman		\$113.00			
Other		\$91.00			
City Vehicles and Equipment	The hourly rental rate for the vehicle or equipment as specified in the current year's Blue Book Rental Rate Guide as published by BC Road Builders and Heavy Construction Association in partnership with the Ministry of Transportation				
11. Abandonment Fees					
Abandon service to the water main	actual cost	actual cost			
12. Hydrants					
Use of the Fire Hydrant – first day	\$376.00	\$384.00			
For each additional day	\$159.00	\$162.00			
Private Fire Hydrant Maintenance	\$656.00	\$669.00			
13. Meter Testing Charges					
Owner requested additional testing	actual cost	actual cost			

#### **14. Other Work**

Any work carried out by the *City* at the request of an *owner* and with the approval of the *Engineer* in relation to the *service connection* and not otherwise provided in this Schedule “A”, such as relocating or altering existing services, installing a different type of equipment, device or service box, raising a manhole, or other modifications to *City* utilities on or near the *owner’s* parcel of land shall be charged to the *owner* at *actual costs*.

#### **15. Billing and Early Payment Reward**

Accounts paid in full by the due date on the Billing Statement may be entitled to receive a ten percent (10%) reduction. Any payments received after the close of business day at Prince Rupert City Hall on the due date are not eligible for the discount. Payments made at a Financial Institution must be received by the City on or before the applicable due dates in order for the customer to qualify for the discount. Non receipt of the utility bill will not be recognized as a valid excuse for failure to pay the rates when due.

#### **16. Unpaid Fees and Charges**

Any amounts imposed under this Schedule remaining unpaid on the thirty-first (31st) day of December in any year shall be deemed to be taxes in arrears in respect of the parcels of land concerned and such sums shall be recovered with interest, in the same manner as ordinary municipal taxes upon land in accordance with the applicable provisions of the Community Charter and Local Government Act.

**GST is applicable on the fees and charges.**



# Water Works Regulation Bylaw Review

## **Rationale for Proposed New Bylaw:**

The City currently uses Water Works Regulation Bylaw 3401, 2016, to govern its water system, rates, and fees. The Staff is proposing revisions that will clarify language, mitigate risks to the City's system, better define the general responsibilities of private hydrants, and establish more reasonable and updated language that reflects the City's current conditions.

## **Comparison Communities Used:**

The Staff reviewed comparison communities; however, the rates and fees were proposed after evaluating the average cost of performing the services under this Bylaw.

## **Rationale for Proposed Fee Increases:**

The revisions to this proposed Bylaw are intended to more accurately reflect a cost recovery model for the provision of the respective services; however, the Staff appreciate that the Council may have an appetite to partially subsidize and encourage development.

During the Staff review, it was determined that the average cost of a new water service is approximately \$10,000. Understanding this, the Staff proposed a significant increase as the ratepayers for the utility make up for the shortfall. If the Council is uncomfortable with the fee increase from \$3,218.00 to \$7,600.00, the Staff are suggesting one option to increase the fee to \$4,500.00 for the new base fee in 2025. This is not cost recovery but is closer and offers less subsidization from the utility's ratepayers.

In the attached *Rate & Fee Schedule*, the Staff have proposed a smoothing effect by increasing the Water Utility Rates by 6% annually over the next 4 years and 18% in 2029. These increases are primarily due to borrowing \$3M for the BIG Project and 50% of the cost of a water treatment facility in 2027/8. In developing these proposed increases, the Staff use today's information to best predict tomorrow's outcomes but recognize that the Utilities' financial position may change.

One option for the Council's consideration is to reduce the 2025 Rate increase to 2% per the smoothing versus non-smoothing attachment and request the Staff to re-evaluate the Utility next year as the Water Utility's financial position may change. However, in this scenario, if the Water Utility's position has not changed or weakened, the Staff will propose rate increases to compensate for the lack of smoothing of the increase.

## **Rationale for Proposed Operational Procedure Changes:**

The proposed revisions to the Water Works Regulations Bylaw are not substantive and encompass restructuring numerous language refinements throughout the document to improve its clarity and comprehensibility, mitigate risk and reflect how it is intended to be used. Along with increasing the service rate, the City has added a small fee to turn water on and off during working hours. The rationale for this is that these calls come in with little to no notice, and typically, Staff need to be taken off of an existing project and redeployed to complete this task. While appreciating that this is not a significant amount of work, it does affect the productivity of the already assigned task and therefore, the Staff are proposing a service charge.

# CITY OF PRINCE RUPERT

## SEWER REGULATION AND RATES BYLAW NO. 3548, 2024

### A BYLAW TO REGULATE THE PROVISION AND USE OF THE SEWER SYSTEM OF THE CITY

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The Council of the City of Prince Rupert in open meeting enacts as follows:

#### PART 1 – INTERPRETATION

##### Title

1.1. This Bylaw may be cited as “Sewer Regulations and Rates Bylaw, No. 3548, 2024”.

##### Definitions

1.2. In this Bylaw:

“**actual cost**” means all charges incurred by the City with respect to the work performed, including, but not limited to invoiced costs for wages, overhead, equipment, materials, contracted services and other miscellaneous charges and including, where applicable, the cost of using City employees and equipment charged at the hourly rates specified in Schedule “A” of this Bylaw, plus a 15% administration fee;

“**applicant**” means an owner making application for sanitary sewer or storm sewer service.

“**Building Inspector**” means the Building Inspector of the City and the Building Inspector’s duly authorized representatives.

“**building sewer**” means a sanitary sewer or storm sewer located between a building or structure and the property line of the parcel of land on which it sits.

“**business premises**” means a bank, store, office, service outlet or other undertaking, whether or not it is situated in a commercial zone, not otherwise classified in section 2 of Schedule A of this Bylaw.

“**capable of connection**” means that a parcel of land abuts a street, lane, public right-of way or easement that contains a storm sewer main or a sanitary sewer main as the context requires.

“**City**” means the City of Prince Rupert.

“**Council**” means the municipal council of the City.

“**dwelling unit**” means one or more rooms constituting a unit of living accommodation, used or intended to be used for living and sleeping purposes and containing a sink and cooking facilities.

“**employee**” includes management personnel of the City.

“**Engineer**” means the Director of Operations of the City, or any person appointed by Council to serve in that capacity, and the Director of Operations’ duly authorized representatives.

**“industrial waste”** means liquid waste from commercial, manufacturing and industrial processes, trade or business.

**“main”** means a pipe, including valves, fittings, manholes, cleanouts and other appurtenances thereto other than a service connection, pumping station, treatment plant or lagoon.

**“owner”** has the same meaning as in the *Community Charter* and includes an owner’s agent.

**“person”** means a natural person, an association, a partnership or a corporation, acting in its own capacity or through a servant, agent or employee.

**“properly comminuted food waste”** means solid waste from the domestic and commercial preparation, cooking and dispensing of food and from the handling, storage and sale of produce that is shredded such that all particles will be carried freely under the flow conditions normally prevailing in a sanitary sewer, with no particle greater than one quarter (1/4) inch in any dimension.

**“sanitary sewage”** means sewage other than industrial waste.

**“sanitary sewer”** means a sewer intended to carry sewage and, for the purposes of section 2.1 of this Bylaw, includes a combined sewer constructed prior to the adoption of this Bylaw.

**“service connection”** means a pipe, which may include a cleanout, and the connections and other components necessary to connect any part of a building sewer to a main.

**“sewage”** means water-carried waste and includes industrial waste and sanitary sewage.

**“sewer”** means a pipe, including valves, fittings, manholes, cleanouts and other appurtenances thereto for carrying storm water and sewage other than a service connection.

**“sewer system”** means all sanitary sewers, storm sewers and natural watercourses serving as part of the drainage system, and all appurtenances thereto, including sewers, service connections, pumping stations, treatment plants, lagoons and outfalls within a highway, municipal right-of-way or easement or on municipal property.

**“storm sewer”** means a sewer that carries storm water and surface drainage, and for the purposes of section 2.2 of this Bylaw includes a combined sewer constructed prior to the adoption of this Bylaw.

**“user”** means a person whose building, structure or premises is connected to the sewer system.

### **Interpretation**

- 1.3. If any portion of this Bylaw is held to be invalid or illegal, that portion is severed from this Bylaw, and the remaining portion is to be read and construed as separate and distinct from the severed portion.

### **Schedules**

- 1.4. The schedules attached to this Bylaw form part of this Bylaw and any fee or charge described in a schedule is hereby imposed under this Bylaw.

## **PART 2 – SERVICE CONNECTIONS**

### **General**

- 2.1. The *owner* of a parcel of land *capable of connection* to a *sanitary sewer main* and which contains a building or structure shall connect the plumbing system of each building or structure to the *sanitary sewer main* by means of a *service connection*.
- 2.2. The *owner* of a parcel of land *capable of connection* to a *storm sewer main* and who constructs:
- (a) a roof area;
  - (b) a storm water drainage system for an existing roof area;
  - (c) a perimeter drainage system for a building or structure; or
  - (d) a drainage system;
- on or for a parcel of land shall connect the drainage system to the *storm sewer main* by means of a *service connection*.
- 2.3. The *owner* of a parcel of land that is not *capable of connection* to a *storm sewer main* but is *capable of connection* to a *sanitary sewer main* that contains a combined sewer and who constructs:
- (a) a roof area;
  - (b) a storm water drainage system for an existing roof area;
  - (c) a perimeter drainage system for a building or structure; or
  - (d) a drainage system;
- on or for a parcel of land shall connect the drainage system to the *sanitary sewer main* by means of a *service connection* and shall also, notwithstanding section 3.3 of this Bylaw, construct drainage works to enable future connection to a *storm sewer main*.

### **Connection Application**

- 2.4. An *owner* may apply to establish one or more *service connections* to the *owner's* parcel of land by completing the form prescribed by the *Engineer* and paying the applicable fees or charges in Schedule "A" of this Bylaw.
- 2.5. If establishment of a *service connection* is practicable, the *Engineer* shall construct a *service connection* to the *applicant's* parcel of land.
- 2.6. If establishment of a *service connection* is not practicable, the *Engineer* shall notify the *applicant* and the *City* shall refund any charges or fees paid by the *applicant*.
- 2.7. No *person* shall construct a *service connection* other than:
- a) an *employee*; or
  - b) a contractor with the written consent of the *Engineer* whose work is inspected by an *employee*.

### **Individual Connections**

- 2.8. A *service connection* shall not serve, directly or indirectly, more than one parcel, except with the written consent of the *Engineer*.
- 2.9. Where two or more buildings are situate on a parcel and the parcel is permitted by bylaw to be subdivided such that at least one building would be situate on each resulting parcel, each building shall have a separate *service connection*.

### **Connection Location**

- 2.10. Where possible, the *City* shall construct a *service connection* at a location requested by the *applicant*. Where the *applicant's* preferred location is not practicable due to conflict with existing improvements or utilities, the *Engineer* shall determine the location of the *service connection*.

### **Size of Connection**

- 2.11. The minimum inside diameter of a new residential *service connection* to a *sanitary sewer main* is one hundred (100) millimetres.
- 2.12. The minimum inside diameter of a new residential *service connection* to a *storm sewer main* is one hundred fifty (150) millimetres.
- 2.13. The minimum inside diameter of a new commercial or industrial *service connection* to a *sanitary sewer main* is one hundred fifty (150) millimetres, unless, in respect of a *sanitary sewer force main*, the *Engineer* authorizes otherwise.
- 2.14. The minimum inside diameter of a new commercial or industrial *service connection* to a *storm sewer main* is two hundred (200) millimetres.

### **Depth of Bury**

- 2.15. Where the depth of the *sewer main* permits, the minimum depth of bury of a *service connection* below finished ground elevation is ninety (90) centimetres. Except where the relative elevation of the lowest floor of a building or structure does not permit, the *service connection* is to be sufficiently deep to provide natural drainage from the lowest floor of a building or structure to the *sewer main*.

## **PART 3 – BUILDING SEWERS**

### **Standard and Approval**

- 3.1. The *owner* shall construct a *building sewer* in accordance with the B.C. Plumbing Code and B.C. Building Code and at the *owner's* expense. The *owner* shall not connect the *building sewer* to the *service connection* without the *Engineer's* approval.

### **Occupancy Permits**

- 3.2. The *Building Inspector* may withhold an occupancy permit until the *building sewer* has been inspected and connected to the *service connection*.

### **Connection to Service Connection**

- 3.3. An *owner* shall not construct a *building sewer* prior to construction of a *service connection*. The *City* is not responsible for meeting the elevation of or connecting to a *building sewer* installed by an *owner* prior to installation of the *service connection*.

### **Failure to Connect**

- 3.4. The *Engineer* may, in writing, order an *owner* to connect the *owner's* plumbing system or drainage system to the *sewer system*. Where the *owner* fails to do so within thirty (30) days of receiving notice of the order, the *Engineer* may connect the *owner's* plumbing system or drainage system to the *sewer system* at the *owner's* expense and the *City* shall charge the *owner* the cost thereof. In addition, an *owner* who fails to connect the *owner's* plumbing system or drainage system to the *sewer system* within thirty (30) days of receiving notice of an order commits an offence.

## **PART 4 – USE OF SEWER SYSTEM**

### **Tampering**

- 4.1. No *person* shall connect to the *sewer system* or in any way tamper with, remove or make any alteration to a *sewer*, cleanout, drain, manhole, inspection chamber or other fixture or appurtenance connected with the *sewer system*, except with the prior written consent of the *Engineer*, such consent to be provided only in exceptional circumstances.
- 4.2. No *person* shall discharge, deposit or throw or cause, allow or permit to be discharged, deposited or thrown into a *sewer*, plumbing fixture connected thereto, cleanout, drain, manhole, inspection chamber or any other part of the *sewer system* a substance of any kind whatsoever tending to obstruct or injure the *sewer system* or to cause a nuisance, or which will in any manner interfere with the proper functioning, maintenance or repair of the *sewer system*.
- 4.3. No *person* shall, without lawful excuse, break, damage, destroy, uncover, deface, mar or tamper with a part of the *sewer system*.

### **Open Discharge**

- 4.4. No *person* shall discharge or cause to be discharged into a ditch, drain, creek, stream or other water course sanitary sewage, other contaminated waters, industrial waste, petroleum products, coal tar or any refuse or substance arising from the manufacture or processing of gas or petroleum or other material and products, except with the prior written consent of the *Engineer*.

### **Restricted Waste**

- 4.5. No *person* shall discharge or cause to be discharged storm water or unpolluted drainage water or cooling water into a *sanitary sewer*.
- 4.6. No *person* shall discharge or cause to be discharged into a *storm sewer* any substance other than storm water, unpolluted drainage water and cooling water.

### **Prohibited Waste**

- 4.7. No *person* shall discharge or cause to be discharged into a *sanitary sewer*, a *storm sewer*, a plumbing fixture connected thereto, cleanout, drain, manhole, inspection chamber or any other part of the *sewer system* the following substances, except with the prior written consent of the *Engineer*, such consent to be provided only in exceptional circumstances:
  - (a) gasoline, benzene, naphtha, alcohols and any other flammable or explosive liquids, solids or gases;
  - (b) the contents of liquid waste trucks;
  - (c) the contents of a septic tank;
  - (d) any solid or viscous substance capable of obstructing sewage flow or interfering with the operation of the *sewer system*, including but not limited to, ashes, cinders, sand, mud, straw, grass clippings, insoluble shavings, metal, glass, rags, feathers, tar, asphalt, creosote, plastics, wood, animal paunch contents, offal, blood, bones, meat trimmings and waste, fish or fowl head, shrimp, crab or clam shells, entrails,

lard, tallow, baking dough, chemical residues, cannery waste, bulk solids, hair and fleshings, spent grain and hops, whole or ground paper dishes and cups, whole or ground plastic dishes and cups, whole or ground food and beverage containers, garbage and paint residues;

- (e) any noxious or malodorous gas or substance that either singly, or by interaction with other waste, is capable of creating a public nuisance or hazard to life or preventing entry into a *sewer* or pump station;
- (f) radioactive material, except as permitted under a licence issued by the Canadian Nuclear Safety Commission; and
- (g) any material from a cesspool or septic tank, except at authorized receiving stations.

4.8. No *person* shall discharge or cause to be discharged into a *sanitary sewer* the following substances, except with the prior written consent of the *Engineer*, such consent to be provided only in exceptional circumstances:

- (a) food waste not comminuted to one quarter (1/4) inch or less in any dimension;
- (b) liquids or vapours having a temperature higher than sixty (60) degrees Celsius;
- (c) water or waste containing grease, fats, waxes, oils, or any other non-volatile material extracted by hexane from an acidified sample of the water or waste, whether or not emulsified, whose all-inclusive concentration exceeds one hundred fifty (150) milligrams per litre or which contains more than fifteen (15) milligrams per litre of substances derived from petroleum sources, or which contains any substance that may solidify or become discernibly viscous at temperatures above zero (0) degrees Celsius;
- (d) water or waste whose suspended solids content exceeds six hundred (600) milligrams per litre;
- (e) water or waste having a pH lower than 5.3 or higher than 9.5 or having any other corrosive property that could reasonably be expected to cause damage or injury to structures, equipment or personnel engaged in the operation or maintenance of the *sewage system* or to harm or disrupt biological *sewage* treatment processes, including but not limited to, battery acid or plating acid and waste, copper sulfate, chromium salts and compounds, and salt brine;
- (f) water or waste containing a toxic or poisonous substance in sufficient quantity to injure or interfere with a *sewage* treatment process or constitute a hazard to humans, animals, fish or other marine life;
- (g) any material that causes the discharge to suffer or contain:
  - (i) unusual concentrations of inert suspended solids, including but not limited to, fuller's earth, lime slurries and lime residue;
  - (ii) unusual concentrations of dissolved solids, including but not limited to, sodium chloride, calcium chloride and sodium sulfate;
  - (iii) excessive discolouration, including but not limited to, dye waste and vegetable tanning solutions;
  - (iv) unusual biochemical oxygen demand;

- (h) water or waste that, by itself or with other water or waste in the *sewer system*, releases noxious gases, develops colour of undesirable intensity or forms suspended solids in objectionable concentration; and
- (i) water or waste containing substances in concentrations that makes it unamenable to treatment or reduction by the *City's sewage* treatment processes or unamenable to the degree that a *sewage* treatment plant's effluent cannot meet the requirements of another agency with jurisdiction over discharge to receiving waters.

### **Unpolluted Discharges**

- 4.9. No *person* shall discharge or cause to be discharged unpolluted industrial waters into the *sewer system*, a ditch or a natural outlet, except with the prior written consent of the *Engineer*.
- 4.10. Notwithstanding section 4.9:
- (a) industrial cooling water may be discharged into a storm sewer, ditch or approved natural outlet or water course if the industrial cooling water is pre-treated to remove pollutants, insoluble oils and greases and insoluble suspended using a method designed by a qualified profession; and
  - (b) water from air conditioning, cooling or condensing systems may be discharged into a storm sewer, ditch or approved natural outlet or water course.

### **Exceptions**

- 4.11. Where there exists the possibility that *sewage* or a substance or matter described in sections 4.5, 4.6, 4.7 or 4.8 of this Bylaw will be discharged from a building, structure or premises in contravention of this Bylaw, the *Engineer* may issue a permit authorizing connection of the plumbing system or drainage system of the building, structure or premises to the *sewer system* and discharge of the *sewage* or substance or matter subject to conditions as to quality, treatment and rate of discharge.
- 4.12. The *Engineer* may require the *owner* or occupier to install, maintain and operate primary treatment or protective devices that will, in the opinion of the *Engineer* and the Medical Health Officer, prevent discharge of or neutralize *sewage* or a substance or matter described in sections 4.5, 4.6, 4.7 or 4.8 of this Bylaw. The permit remains valid so long as, in the opinion of the *Engineer* and the Medical Health Officer, the primary treatment or protective devices remain sufficient to prevent discharge of or neutralize *sewage* or a substance or matter described in sections 4.5, 4.6, 4.7 or 4.8 of this Bylaw. Where the permit lapses, the *Engineer* may, at the *owner's expense*, disconnect, stop up and close a *building sewer* or *service connection* to prevent discharge of the *sewage* or substance or matter described in sections 4.5, 4.6, 4.7 or 4.8 of this Bylaw.

### **Rate of Discharge**

- 4.13. If extra capacity has been added to the *sewer system* to accommodate a *user* that is a trade, business or industry, the rate or rates of discharge by the *user* over a twenty-four (24) hour period may not exceed that extra capacity and the *Engineer* may require a *user* to install, maintain and operate holding facilities, pumps, valves or flow-regulating or flow-measuring devices that will, in the opinion of the *Engineer*, prevent the *user* from exceeding a specified rate of discharge.

### **Interceptors**

- 4.14. Where the *owner* or occupier of a parcel of land operates a garage, gasoline service station, vehicle or equipment washing establishment, parking lot or other use that the Engineer determines will result in or is likely to result in discharge of liquid waste containing grease in excessive amounts, flammable wastes, sand, grit, or other harmful substances, the *owner* or occupier shall install and maintain in continuously efficient operation at all times, at the *owner* or occupier's expense, grease, oil and sand interceptors. Interceptors are to be located so as to be safely and readily accessible for cleaning and inspection.

### **Commercial and Industrial Service Connection Sampling Chamber**

- 4.15. Where the *owner* or occupier of a parcel of land operates an industrial or commercial establishment discharging *industrial waste*, the *owner* shall, at the *owner's* expense, install and maintain a chamber on the *service connection* suitable for inspection, sampling and measurement of the discharged waste and of a design approved by the *Engineer*. The chamber is to be located so as to be safely and readily accessible.

### **Sampling Procedure and Analysis**

- 4.16. All measurements, tests and analyses are to be performed in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater", published by the American Public Health Association, American Water Works Association and Water Environment Federation. Samples are to be collected in accordance with customarily accepted methods at a sampling chamber described in section 4.15 of this Bylaw. Where no sampling chamber exists, samples are to be collected from the nearest manhole in the *sewer system* downstream from the *service connection*.

### **Abandonment**

- 4.17. Where an *owner* wishes to permanently remove a *building sewer* serving the owner's land, the *owner* shall make an application to the *Engineer* and pay the applicable fees in Schedule "A" of this Bylaw.

## **PART 5 – MAINTENANCE**

### **Owner Obligations**

- 5.1. The *owner* shall maintain the *building sewer* and the plumbing system or drainage system connected to the *building sewer*.
- 5.2. Where an *owner* suspects there to be an obstruction or defect in the *building sewer* or the *service connection*, the *owner* shall immediately notify the *City* and the *Engineer* shall determine whether the obstruction or defect exists in the *building sewer* or the *service connection*.
- 5.3. If the obstruction or defect exists in the *building sewer*, the *owner* shall pay the call out fee specified in Schedule "A" of this Bylaw and remove the obstruction or repair the defect at the *owner's* expense within ten (10) days. If the obstruction or defect exists in the *service connection*, the *City* shall remove the obstruction or repair the defect at the *City's* expense, unless the obstruction or defect was caused, either through deliberate action or neglect, by the *owner* or occupier, in which case the *City* shall remove the obstruction or repair the defect at the *owner's* expense.

- 5.4. Where the *owner* refuses or neglects to remove an obstruction or repair a defect in the *building sewer* within ten (10) days, the *Engineer* may repair the defect at the *owner's* expense and the *City* shall charge the *owner* the cost thereof.
- 5.5. Where an obstruction or defect results from the build-up of grease or other material caused, either through deliberate action or neglect, by the *owner* or occupier, the *owner* shall install a cleanout in the *building sewer* at the *owner's* expense and pay the cleanout installation fee in Schedule "A" of this Bylaw.
- 5.6. The *Engineer* may remove an obstruction or repair a defect in a *service connection* or *sewer main* at the *owner's* expense where the obstruction or defect is caused by tree roots from trees on the *owner's* parcel of land, and the *City* may charge the *owner* the cost thereof.

### **Illegal Connections and Prohibited Discharges**

- 5.7. The *Engineer* may, at the *owner's* expense, disconnect, stop up and close a *building sewer* connected to a *service connection* without authorization or otherwise in contravention of this Bylaw or a *service connection* discharging into the *sewage system sewage* or a substance or matter prohibited by this Bylaw.

## **PART 6 – CHARGES**

### **Rates**

- 6.1. The *owner* or occupier of a parcel of land shall pay the applicable rates and charges in Schedule "A" of this Bylaw.

### **Extra Treatment Charges**

- 6.2. Where the discharge of *sewage*, water or waste exceeds the limits for suspended solids or biochemical oxygen demand in sections 4.7 or 4.8 of this Bylaw, or where in the opinion of the *Engineer* the discharge of grease is excessive, and where these discharges are authorized by a permit under section 4.11 of this Bylaw, the *owner* or occupant shall pay the extra treatment charge in Schedule "A".

### **Outstanding Fees and Charges Added to Taxes**

- 6.3. All fees, charges, rents and rates, including charges for works or repairs undertaken by the *City* due to an *owner* or occupier's failure to carry out necessary works or repairs, not paid on or before the thirty-first (31<sup>st</sup>) day of December in any year are subject to the late fee in Schedule "A" and are deemed to be taxes in arrears in respect of the parcel(s) of land concerned, such amounts to be recovered, with interest, in the same manner as ordinary municipal taxes upon land in accordance with the *Community Charter* and *Local Government Act*.

## **PART 7 – ACCESS AND INSPECTION**

### **General**

- 7.1. The *Engineer*, *Building Inspector* and an *employee* authorized by the *Engineer* or *Building Inspector* may, at all reasonable times, enter onto any property to ascertain whether a *person* is in compliance with this Bylaw and any order, direction or notice given under this Bylaw.

## **PART 8 – LIABILITY**

### **General**

- 8.1. The *City* is not liable for injury or damage to a *person* or property arising or occurring from the use of the *sewer system*.

### **Failure of Sewer System**

- 8.2. The *City* is not liable for failure of the *sewer system*, whether from natural causes or accident or from any other causes whatsoever, and the *City* is not liable for injury or damage arising from or occurring as a result of such failure.

## **PART 9 – OFFENCES**

### **General**

- 9.1. A *person* who contravenes a provision of this Bylaw, or who causes, suffers, or permits any act or thing to be done in contravention of a provision of this Bylaw, or who neglects or refrains from doing anything required to be done by a provision of this Bylaw or who fails to comply with an order, direction or notice given under this Bylaw commits an offence and is liable on conviction to a fine not exceeding FIFTY THOUSAND DOLLARS (\$50,000.00).
- 9.2. Where an offence under this Bylaw is of a continuing nature, each day that the offence continues or is permitted to exist constitutes a separate offence.
- 9.3. Nothing in sections 9.1 and 9.2 of this Bylaw affects any other right or remedy of the *City* in respect of a violation of a provision of this Bylaw.

## **PART 10 – ADMINISTRATION**

### **Reference to Other Bylaws or Enactments**

- 10.1. Reference to any bylaw or enactment is a reference to that bylaw or enactment as consolidated, revised, amended, re-enacted or replaced unless otherwise expressly provided.

### **Notice**

- 10.2. Where the *Engineer* is required to give notice, notice is sufficiently given if it is sent to the *owner* by mail, left with the *owner* or deposited in the mailbox at the *owner's* residence or place of business.

### **Commencement**

- 10.3. This Bylaw comes into force on adoption.
- 10.4. Despite section 10.3 and Schedule “A” of this Bylaw, during 2024 the fees set out in Schedule “A” of Sewer Regulations and Rates Bylaw No. 3067, 1998 are deemed to apply to this Bylaw notwithstanding the repeal of Sewer Regulations and Rates Bylaw No. 3067, 1998.

### **Repeal**

10.5. Sewer Regulations and Rates Bylaw No. 3067, 1998 is repealed.

READ A FIRST TIME this \_\_\_\_ day of \_\_\_\_\_, 2024.

READ A SECOND TIME this this \_\_\_\_ day of \_\_\_\_\_, 2024.

READ A THIRD TIME this \_\_\_\_ day of \_\_\_\_\_, 2024

READ A FOURHT & FINAL TIME this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer

# SCHEDULE “A”

## Sewer Regulation and Rates Bylaw No. 3548, 2024

### FEES AND CHARGES

The fees, rates, and charges listed in items 1 through 4 of this Schedule include a 2% Asset Management Reserve Fee.

	2024	2025	2026	2027	2028
<b>1. Metered Sewer Rates – Billed Monthly</b>					
Sewer User Fee based on Water Consumption Ratio	94%	104.64%	116.49%	129.68%	144.36%
Minimum charge to any metered customer	\$47.62	\$56.19	\$66.30	\$78.23	\$92.31
Restaurants & Liquor Establishment will be a minimum charge of	\$68.78	\$81.16	\$95.77	\$113.01	\$133.35
Except for hotels/motels, which will pay a minimum charge of	\$79.37	\$93.66	\$110.52	\$130.41	\$153.88
<b>2. Fixed Rate Approved Sewer Users with Metered Water – Billed Quarterly</b>					
Municipal Recreation Centre	\$1879.10	\$2,217.34	\$2,616.46	\$3,087.42	\$3,643.16
Industrial	\$942.80	\$1,112.50	\$1,312.75	\$1,549.05	\$1,827.88
Business under 10 employees	\$110.40	\$130.27	\$153.72	\$181.39	\$214.04
Business over 10 employees	\$379.93	\$448.32	\$529.02	\$624.24	\$736.60
Light Industry	\$190.51	\$224.80	\$265.26	\$313.01	\$369.35
Where sewer waste is filtered by means of a septic tank approved by the City, the user charges set out above will be reduced by fifty percent.					
<b>3. Residential Sewer Rates – Billed Annually</b>					
Residential House Per Dwelling	\$529.32	\$624.60	\$737.03	\$869.70	\$1,026.25

<b>4. User Rates Non Metered – Billed Quarterly</b>					
Residential Building with single Owner/Strata for greater than 20 Dwellings – per dwelling	\$132.32	\$156.15	\$184.26	\$217.43	\$256.56
Apartment Building – per unit	\$196.50	\$231.87	\$273.61	\$322.86	\$380.97
Bank	\$454.02	\$535.74	\$632.17	\$745.96	\$880.23
Business Under 10 employees	\$363.84	\$429.33	\$506.61	\$597.80	\$705.40
Business Over 10 employees	\$454.02	\$535.74	\$632.17	\$745.96	\$880.23
Church/Religious Meeting Place	\$188.82	\$222.81	\$262.92	\$310.25	\$366.10
Day Care Centre	\$454.02	\$535.74	\$632.17	\$745.96	\$880.23
Licensed Premises	\$992.90	\$1,171.62	\$1,382.51	\$1,631.36	\$1,925.00
Multi family dwelling, greater than 3 units – per unit.	\$196.25	\$231.58	\$273.26	\$322.45	\$380.49
<b>5. Service Connection Fees</b>					
Residential Storm Connection (or actual cost if lower than this fee)	\$2,782.00	\$6,000.00	\$7,100.00	\$8,400.00	\$9,900.00
Residential Sewer Connection (or actual cost if lower than this fee)	\$2,782.00	\$6,000.00	\$7,100.00	\$8,400.00	\$9,900.00
Non-Residential Storm Connection	actual cost	actual cost	actual cost	actual cost	actual cost
Non-Residential Sewer Connection	actual cost	actual cost	actual cost	actual cost	actual cost
<b>6. Inspection Fees</b>					
In addition to the connection fees, a separate inspection fee will be levied for each connection.	\$277.00	\$294.00	\$312.00	\$331.00	\$351.00
If both storm and sanitary connections are inspected at the same time and in the same trench, then only one connection fee will be charged.					
<b>7. Abandonment Fees</b>					
Abandon service to the Sanitary main	actual cost	actual cost	actual cost	actual cost	actual cost
Abandon service to the Storm main	actual cost	actual cost	actual cost	actual cost	actual cost

If both Storm and Sanitary are combined then only one abandonment fee will apply.					
<b>8. Inspection Chamber</b>					
Residential Inspection Chamber – Sanitary Sewer	\$1,500.00	\$1,800.00	\$2,100.00	\$2,500.00	\$2,800.00
Non-Residential Inspection Chamber – Sanitary Sewer	actual cost	actual cost	actual cost	actual cost	actual cost
Residential Inspection Chamber – Storm Sewer	\$1,500.00	\$1,800.00	\$2,100.00	\$2,500.00	\$2,800.00
Non-Residential Inspection Chamber – Storm Sewer	actual cost	actual cost	actual cost	actual cost	actual cost
<b>9. Sanitary Sewer or Storm Sewer Call Out Fees</b>					
During regular working hours (8:00 am to 4:00 pm, Monday to Friday except Statutory holidays) and regular working days	\$52.00	\$55.00	\$58.00	\$61.00	\$65.00
Outside regular working hours – per occurrence	\$300.00	\$318.00	\$337.00	\$357.00	\$378.00
<b>10. Actual Cost Hourly Rates</b>					
Clerical & First Aid Attendant		\$96.00	These hourly rates are subject to change annually, starting 2026, based in part on Collective Agreement Bargaining.		
Engineering Technologist		\$94.00			
Equipment Operator I		\$91.00			
Equipment Operator II		\$103.00			
Foreman		\$106.00			
Labourer		\$91.00			
Mechanic/Welder		\$118.00			
Utility Foreman		\$113.00			
Other		\$91.00			
City Vehicles and Equipment	The hourly rental rate for the vehicle or equipment as specified in the current year's Blue Book Rental Rate Guide as published by BC Road Builders and Heavy Construction Association in partnership with the Ministry of Transportation				

### **11. Other Work**

Any work carried out by the *City* at the request of an *owner* and with the approval of the *Engineer* in relation to the *service connection* and not otherwise provided in this Schedule “A”, such as relocating or altering existing services, installing a different type of equipment, device or service box, raising a manhole, or other modifications to *City* utilities on or near the *owner’s* parcel of land shall be charged to the *owner* at *actual costs*.

### **12. Billing and Early Payment Reward**

Accounts paid in full by the due date on the Billing Statement may be entitled to receive a ten percent (10%) reduction. Any payments received after the close of business day at Prince Rupert City Hall on the due date are not eligible for the discount. Payments made at a Financial Institution must be received by the City on or before the applicable due dates in order for the customer to qualify for the discount. Non receipt of the utility bill will not be recognized as a valid excuse for failure to pay the rates when due.

### **13. Unpaid Fees and Charges**

Any amounts imposed under this Schedule remaining unpaid on the thirty-first (31st) day of December in any year shall be deemed to be taxes in arrears in respect of the parcels of land concerned and such sums shall be recovered with interest, in the same manner as ordinary municipal taxes upon land in accordance with the applicable provisions of the Community Charter and Local Government Act.

**GST is applicable on the fees and charges.**

# CITY OF PRINCE RUPERT

## SEWER REGULATION AND RATES BYLAW NO. 3548, 2024

### A BYLAW TO REGULATE THE PROVISION AND USE OF THE SEWER SYSTEM OF THE CITY

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The Council of the City of Prince Rupert in open meeting enacts as follows:

#### PART 1 – INTERPRETATION

##### Title

1.1. This Bylaw may be cited as “Sewer Regulations and Rates Bylaw, No. 3548, 2024”.

##### Definitions

1.2. In this Bylaw:

“**actual cost**” means all charges incurred by the City with respect to the work performed, including, but not limited to invoiced costs for wages, overhead, equipment, materials, contracted services and other miscellaneous charges and including, where applicable, the cost of using City employees and equipment charged at the hourly rates specified in Schedule "A" of this Bylaw, plus a 15% administration fee;

“**applicant**” means an owner making application for sanitary sewer or storm sewer service.

“**Building Inspector**” means the Building Inspector of the City and the Building Inspector’s duly authorized representatives.

“**building sewer**” means a sanitary sewer or storm sewer located between a building or structure and the property line of the parcel of land on which it sits.

“**business premises**” means a bank, store, office, service outlet or other undertaking, whether or not it is situated in a commercial zone, not otherwise classified in section 2 of Schedule A of this Bylaw.

“**capable of connection**” means that a parcel of land abuts a street, lane, public right-of way or easement that contains a storm sewer main or a sanitary sewer main as the context requires.

“**City**” means the City of Prince Rupert.

“**Council**” means the municipal council of the City.

“**dwelling unit**” means one or more rooms constituting a unit of living accommodation, used or intended to be used for living and sleeping purposes and containing a sink and cooking facilities.

“**employee**” includes management personnel of the City.

“**Engineer**” means the Director of Operations of the City, or any person appointed by Council to serve in that capacity, and the Director of Operations’ duly authorized representatives.

**“industrial waste”** means liquid waste from commercial, manufacturing and industrial processes, trade or business.

**“main”** means a pipe, including valves, fittings, manholes, cleanouts and other appurtenances thereto other than a service connection, pumping station, treatment plant or lagoon.

**“owner”** has the same meaning as in the *Community Charter* and includes an owner’s agent.

**“person”** means a natural person, an association, a partnership or a corporation, acting in its own capacity or through a servant, agent or employee.

**“properly comminuted food waste”** means solid waste from the domestic and commercial preparation, cooking and dispensing of food and from the handling, storage and sale of produce that is shredded such that all particles will be carried freely under the flow conditions normally prevailing in a sanitary sewer, with no particle greater than one quarter (1/4) inch in any dimension.

**“sanitary sewage”** means sewage other than industrial waste.

**“sanitary sewer”** means a sewer intended to carry sewage and, for the purposes of section 2.1 of this Bylaw, includes a combined sewer constructed prior to the adoption of this Bylaw.

**“service connection”** means a pipe, which may include a cleanout, and the connections and other components necessary to connect any part of a building sewer to a main.

**“sewage”** means water-carried waste and includes industrial waste and sanitary sewage.

**“sewer”** means a pipe, including valves, fittings, manholes, cleanouts and other appurtenances thereto for carrying storm water and sewage other than a service connection.

**“sewer system”** means all sanitary sewers, storm sewers and natural watercourses serving as part of the drainage system, and all appurtenances thereto, including sewers, service connections, pumping stations, treatment plants, lagoons and outfalls within a highway, municipal right-of-way or easement or on municipal property.

**“storm sewer”** means a sewer that carries storm water and surface drainage, and for the purposes of section 2.2 of this Bylaw includes a combined sewer constructed prior to the adoption of this Bylaw.

**“user”** means a person whose building, structure or premises is connected to the sewer system.

### **Interpretation**

- 1.3. If any portion of this Bylaw is held to be invalid or illegal, that portion is severed from this Bylaw, and the remaining portion is to be read and construed as separate and distinct from the severed portion.

### **Schedules**

- 1.4. The schedules attached to this Bylaw form part of this Bylaw and any fee or charge described in a schedule is hereby imposed under this Bylaw.

## **PART 2 – SERVICE CONNECTIONS**

### **General**

- 2.1. The *owner* of a parcel of land *capable of connection* to a *sanitary sewer main* and which contains a building or structure shall connect the plumbing system of each building or structure to the *sanitary sewer main* by means of a *service connection*.
- 2.2. The *owner* of a parcel of land *capable of connection* to a *storm sewer main* and who constructs:
- (a) a roof area;
  - (b) a storm water drainage system for an existing roof area;
  - (c) a perimeter drainage system for a building or structure; or
  - (d) a drainage system;
- on or for a parcel of land shall connect the drainage system to the *storm sewer main* by means of a *service connection*.
- 2.3. The *owner* of a parcel of land that is not *capable of connection* to a *storm sewer main* but is *capable of connection* to a *sanitary sewer main* that contains a combined sewer and who constructs:
- (a) a roof area;
  - (b) a storm water drainage system for an existing roof area;
  - (c) a perimeter drainage system for a building or structure; or
  - (d) a drainage system;
- on or for a parcel of land shall connect the drainage system to the *sanitary sewer main* by means of a *service connection* and shall also, notwithstanding section 3.3 of this Bylaw, construct drainage works to enable future connection to a *storm sewer main*.

### **Connection Application**

- 2.4. An *owner* may apply to establish one or more *service connections* to the *owner's* parcel of land by completing the form prescribed by the *Engineer* and paying the applicable fees or charges in Schedule "A" of this Bylaw.
- 2.5. If establishment of a *service connection* is practicable, the *Engineer* shall construct a *service connection* to the *applicant's* parcel of land.
- 2.6. If establishment of a *service connection* is not practicable, the *Engineer* shall notify the *applicant* and the *City* shall refund any charges or fees paid by the *applicant*.
- 2.7. No *person* shall construct a *service connection* other than:
- a) an *employee*; or
  - b) a contractor with the written consent of the *Engineer* whose work is inspected by an *employee*.

### **Individual Connections**

- 2.8. A *service connection* shall not serve, directly or indirectly, more than one parcel, except with the written consent of the *Engineer*.
- 2.9. Where two or more buildings are situate on a parcel and the parcel is permitted by bylaw to be subdivided such that at least one building would be situate on each resulting parcel, each building shall have a separate *service connection*.

### **Connection Location**

- 2.10. Where possible, the *City* shall construct a *service connection* at a location requested by the *applicant*. Where the *applicant's* preferred location is not practicable due to conflict with existing improvements or utilities, the *Engineer* shall determine the location of the *service connection*.

### **Size of Connection**

- 2.11. The minimum inside diameter of a new residential *service connection* to a *sanitary sewer main* is one hundred (100) millimetres.
- 2.12. The minimum inside diameter of a new residential *service connection* to a *storm sewer main* is one hundred fifty (150) millimetres.
- 2.13. The minimum inside diameter of a new commercial or industrial *service connection* to a *sanitary sewer main* is one hundred fifty (150) millimetres, unless, in respect of a *sanitary sewer force main*, the *Engineer* authorizes otherwise.
- 2.14. The minimum inside diameter of a new commercial or industrial *service connection* to a *storm sewer main* is two hundred (200) millimetres.

### **Depth of Bury**

- 2.15. Where the depth of the *sewer main* permits, the minimum depth of bury of a *service connection* below finished ground elevation is ninety (90) centimetres. Except where the relative elevation of the lowest floor of a building or structure does not permit, the *service connection* is to be sufficiently deep to provide natural drainage from the lowest floor of a building or structure to the *sewer main*.

## **PART 3 – BUILDING SEWERS**

### **Standard and Approval**

- 3.1. The *owner* shall construct a *building sewer* in accordance with the B.C. Plumbing Code and B.C. Building Code and at the *owner's* expense. The *owner* shall not connect the *building sewer* to the *service connection* without the *Engineer's* approval.

### **Occupancy Permits**

- 3.2. The *Building Inspector* may withhold an occupancy permit until the *building sewer* has been inspected and connected to the *service connection*.

### **Connection to Service Connection**

- 3.3. An *owner* shall not construct a *building sewer* prior to construction of a *service connection*. The *City* is not responsible for meeting the elevation of or connecting to a *building sewer* installed by an *owner* prior to installation of the *service connection*.

### **Failure to Connect**

- 3.4. The *Engineer* may, in writing, order an *owner* to connect the *owner's* plumbing system or drainage system to the *sewer system*. Where the *owner* fails to do so within thirty (30) days of receiving notice of the order, the *Engineer* may connect the *owner's* plumbing system or drainage system to the *sewer system* at the *owner's* expense and the *City* shall charge the *owner* the cost thereof. In addition, an *owner* who fails to connect the *owner's* plumbing system or drainage system to the *sewer system* within thirty (30) days of receiving notice of an order commits an offence.

## **PART 4 – USE OF SEWER SYSTEM**

### **Tampering**

- 4.1. No *person* shall connect to the *sewer system* or in any way tamper with, remove or make any alteration to a *sewer*, cleanout, drain, manhole, inspection chamber or other fixture or appurtenance connected with the *sewer system*, except with the prior written consent of the *Engineer*, such consent to be provided only in exceptional circumstances.
- 4.2. No *person* shall discharge, deposit or throw or cause, allow or permit to be discharged, deposited or thrown into a *sewer*, plumbing fixture connected thereto, cleanout, drain, manhole, inspection chamber or any other part of the *sewer system* a substance of any kind whatsoever tending to obstruct or injure the *sewer system* or to cause a nuisance, or which will in any manner interfere with the proper functioning, maintenance or repair of the *sewer system*.
- 4.3. No *person* shall, without lawful excuse, break, damage, destroy, uncover, deface, mar or tamper with a part of the *sewer system*.

### **Open Discharge**

- 4.4. No *person* shall discharge or cause to be discharged into a ditch, drain, creek, stream or other water course sanitary sewage, other contaminated waters, industrial waste, petroleum products, coal tar or any refuse or substance arising from the manufacture or processing of gas or petroleum or other material and products, except with the prior written consent of the *Engineer*.

### **Restricted Waste**

- 4.5. No *person* shall discharge or cause to be discharged storm water or unpolluted drainage water or cooling water into a *sanitary sewer*.
- 4.6. No *person* shall discharge or cause to be discharged into a *storm sewer* any substance other than storm water, unpolluted drainage water and cooling water.

### **Prohibited Waste**

- 4.7. No *person* shall discharge or cause to be discharged into a *sanitary sewer*, a *storm sewer*, a plumbing fixture connected thereto, cleanout, drain, manhole, inspection chamber or any other part of the *sewer system* the following substances, except with the prior written consent of the *Engineer*, such consent to be provided only in exceptional circumstances:
  - (a) gasoline, benzene, naphtha, alcohols and any other flammable or explosive liquids, solids or gases;
  - (b) the contents of liquid waste trucks;
  - (c) the contents of a septic tank;
  - (d) any solid or viscous substance capable of obstructing sewage flow or interfering with the operation of the *sewer system*, including but not limited to, ashes, cinders, sand, mud, straw, grass clippings, insoluble shavings, metal, glass, rags, feathers, tar, asphalt, creosote, plastics, wood, animal paunch contents, offal, blood, bones, meat trimmings and waste, fish or fowl head, shrimp, crab or clam shells, entrails,

lard, tallow, baking dough, chemical residues, cannery waste, bulk solids, hair and fleshings, spent grain and hops, whole or ground paper dishes and cups, whole or ground plastic dishes and cups, whole or ground food and beverage containers, garbage and paint residues;

- (e) any noxious or malodorous gas or substance that either singly, or by interaction with other waste, is capable of creating a public nuisance or hazard to life or preventing entry into a *sewer* or pump station;
- (f) radioactive material, except as permitted under a licence issued by the Canadian Nuclear Safety Commission; and
- (g) any material from a cesspool or septic tank, except at authorized receiving stations.

4.8. No *person* shall discharge or cause to be discharged into a *sanitary sewer* the following substances, except with the prior written consent of the *Engineer*, such consent to be provided only in exceptional circumstances:

- (a) food waste not comminuted to one quarter (1/4) inch or less in any dimension;
- (b) liquids or vapours having a temperature higher than sixty (60) degrees Celsius;
- (c) water or waste containing grease, fats, waxes, oils, or any other non-volatile material extracted by hexane from an acidified sample of the water or waste, whether or not emulsified, whose all-inclusive concentration exceeds one hundred fifty (150) milligrams per litre or which contains more than fifteen (15) milligrams per litre of substances derived from petroleum sources, or which contains any substance that may solidify or become discernibly viscous at temperatures above zero (0) degrees Celsius;
- (d) water or waste whose suspended solids content exceeds six hundred (600) milligrams per litre;
- (e) water or waste having a pH lower than 5.3 or higher than 9.5 or having any other corrosive property that could reasonably be expected to cause damage or injury to structures, equipment or personnel engaged in the operation or maintenance of the *sewage system* or to harm or disrupt biological *sewage* treatment processes, including but not limited to, battery acid or plating acid and waste, copper sulfate, chromium salts and compounds, and salt brine;
- (f) water or waste containing a toxic or poisonous substance in sufficient quantity to injure or interfere with a *sewage* treatment process or constitute a hazard to humans, animals, fish or other marine life;
- (g) any material that causes the discharge to suffer or contain:
  - (i) unusual concentrations of inert suspended solids, including but not limited to, fuller's earth, lime slurries and lime residue;
  - (ii) unusual concentrations of dissolved solids, including but not limited to, sodium chloride, calcium chloride and sodium sulfate;
  - (iii) excessive discolouration, including but not limited to, dye waste and vegetable tanning solutions;
  - (iv) unusual biochemical oxygen demand;

- (h) water or waste that, by itself or with other water or waste in the *sewer system*, releases noxious gases, develops colour of undesirable intensity or forms suspended solids in objectionable concentration; and
- (i) water or waste containing substances in concentrations that makes it unamenable to treatment or reduction by the *City's sewage* treatment processes or unamenable to the degree that a *sewage* treatment plant's effluent cannot meet the requirements of another agency with jurisdiction over discharge to receiving waters.

### **Unpolluted Discharges**

- 4.9. No *person* shall discharge or cause to be discharged unpolluted industrial waters into the *sewer system*, a ditch or a natural outlet, except with the prior written consent of the *Engineer*.
- 4.10. Notwithstanding section 4.9:
- (a) industrial cooling water may be discharged into a storm sewer, ditch or approved natural outlet or water course if the industrial cooling water is pre-treated to remove pollutants, insoluble oils and greases and insoluble suspended using a method designed by a qualified profession; and
  - (b) water from air conditioning, cooling or condensing systems may be discharged into a storm sewer, ditch or approved natural outlet or water course.

### **Exceptions**

- 4.11. Where there exists the possibility that *sewage* or a substance or matter described in sections 4.5, 4.6, 4.7 or 4.8 of this Bylaw will be discharged from a building, structure or premises in contravention of this Bylaw, the *Engineer* may issue a permit authorizing connection of the plumbing system or drainage system of the building, structure or premises to the *sewer system* and discharge of the *sewage* or substance or matter subject to conditions as to quality, treatment and rate of discharge.
- 4.12. The *Engineer* may require the *owner* or occupier to install, maintain and operate primary treatment or protective devices that will, in the opinion of the *Engineer* and the Medical Health Officer, prevent discharge of or neutralize *sewage* or a substance or matter described in sections 4.5, 4.6, 4.7 or 4.8 of this Bylaw. The permit remains valid so long as, in the opinion of the *Engineer* and the Medical Health Officer, the primary treatment or protective devices remain sufficient to prevent discharge of or neutralize *sewage* or a substance or matter described in sections 4.5, 4.6, 4.7 or 4.8 of this Bylaw. Where the permit lapses, the *Engineer* may, at the *owner's expense*, disconnect, stop up and close a *building sewer* or *service connection* to prevent discharge of the *sewage* or substance or matter described in sections 4.5, 4.6, 4.7 or 4.8 of this Bylaw.

### **Rate of Discharge**

- 4.13. If extra capacity has been added to the *sewer system* to accommodate a *user* that is a trade, business or industry, the rate or rates of discharge by the *user* over a twenty-four (24) hour period may not exceed that extra capacity and the *Engineer* may require a *user* to install, maintain and operate holding facilities, pumps, valves or flow-regulating or flow-measuring devices that will, in the opinion of the *Engineer*, prevent the *user* from exceeding a specified rate of discharge.

### **Interceptors**

- 4.14. Where the *owner* or occupier of a parcel of land operates a garage, gasoline service station, vehicle or equipment washing establishment, parking lot or other use that the Engineer determines will result in or is likely to result in discharge of liquid waste containing grease in excessive amounts, flammable wastes, sand, grit, or other harmful substances, the *owner* or occupier shall install and maintain in continuously efficient operation at all times, at the *owner* or occupier's expense, grease, oil and sand interceptors. Interceptors are to be located so as to be safely and readily accessible for cleaning and inspection.

### **Commercial and Industrial Service Connection Sampling Chamber**

- 4.15. Where the *owner* or occupier of a parcel of land operates an industrial or commercial establishment discharging *industrial waste*, the *owner* shall, at the *owner's* expense, install and maintain a chamber on the *service connection* suitable for inspection, sampling and measurement of the discharged waste and of a design approved by the *Engineer*. The chamber is to be located so as to be safely and readily accessible.

### **Sampling Procedure and Analysis**

- 4.16. All measurements, tests and analyses are to be performed in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater", published by the American Public Health Association, American Water Works Association and Water Environment Federation. Samples are to be collected in accordance with customarily accepted methods at a sampling chamber described in section 4.15 of this Bylaw. Where no sampling chamber exists, samples are to be collected from the nearest manhole in the *sewer system* downstream from the *service connection*.

### **Abandonment**

- 4.17. Where an *owner* wishes to permanently remove a *building sewer* serving the *owner's* land, the *owner* shall make an application to the *Engineer* and pay the applicable fees in Schedule "A" of this Bylaw.

## **PART 5 – MAINTENANCE**

### **Owner Obligations**

- 5.1. The *owner* shall maintain the *building sewer* and the plumbing system or drainage system connected to the *building sewer*.
- 5.2. Where an *owner* suspects there to be an obstruction or defect in the *building sewer* or the *service connection*, the *owner* shall immediately notify the *City* and the *Engineer* shall determine whether the obstruction or defect exists in the *building sewer* or the *service connection*.
- 5.3. If the obstruction or defect exists in the *building sewer*, the *owner* shall pay the call out fee specified in Schedule "A" of this Bylaw and remove the obstruction or repair the defect at the *owner's* expense within ten (10) days. If the obstruction or defect exists in the *service connection*, the *City* shall remove the obstruction or repair the defect at the *City's* expense, unless the obstruction or defect was caused, either through deliberate action or neglect, by the *owner* or occupier, in which case the *City* shall remove the obstruction or repair the defect at the *owner's* expense.

- 5.4. Where the *owner* refuses or neglects to remove an obstruction or repair a defect in the *building sewer* within ten (10) days, the *Engineer* may repair the defect at the *owner's* expense and the *City* shall charge the *owner* the cost thereof.
- 5.5. Where an obstruction or defect results from the build-up of grease or other material caused, either through deliberate action or neglect, by the *owner* or occupier, the *owner* shall install a cleanout in the *building sewer* at the *owner's* expense and pay the cleanout installation fee in Schedule "A" of this Bylaw.
- 5.6. The *Engineer* may remove an obstruction or repair a defect in a *service connection* or *sewer main* at the *owner's* expense where the obstruction or defect is caused by tree roots from trees on the *owner's* parcel of land, and the *City* may charge the *owner* the cost thereof.

### **Illegal Connections and Prohibited Discharges**

- 5.7. The *Engineer* may, at the *owner's* expense, disconnect, stop up and close a *building sewer* connected to a *service connection* without authorization or otherwise in contravention of this Bylaw or a *service connection* discharging into the *sewage system sewage* or a substance or matter prohibited by this Bylaw.

## **PART 6 – CHARGES**

### **Rates**

- 6.1. The *owner* or occupier of a parcel of land shall pay the applicable rates and charges in Schedule "A" of this Bylaw.

### **Extra Treatment Charges**

- 6.2. Where the discharge of *sewage*, water or waste exceeds the limits for suspended solids or biochemical oxygen demand in sections 4.7 or 4.8 of this Bylaw, or where in the opinion of the *Engineer* the discharge of grease is excessive, and where these discharges are authorized by a permit under section 4.11 of this Bylaw, the *owner* or occupant shall pay the extra treatment charge in Schedule "A".

### **Outstanding Fees and Charges Added to Taxes**

- 6.3. All fees, charges, rents and rates, including charges for works or repairs undertaken by the *City* due to an *owner* or occupier's failure to carry out necessary works or repairs, not paid on or before the thirty-first (31<sup>st</sup>) day of December in any year are subject to the late fee in Schedule "A" and are deemed to be taxes in arrears in respect of the parcel(s) of land concerned, such amounts to be recovered, with interest, in the same manner as ordinary municipal taxes upon land in accordance with the *Community Charter* and *Local Government Act*.

## **PART 7 – ACCESS AND INSPECTION**

### **General**

- 7.1. The *Engineer*, *Building Inspector* and an *employee* authorized by the *Engineer* or *Building Inspector* may, at all reasonable times, enter onto any property to ascertain whether a *person* is in compliance with this Bylaw and any order, direction or notice given under this Bylaw.

## **PART 8 – LIABILITY**

### **General**

- 8.1. The *City* is not liable for injury or damage to a *person* or property arising or occurring from the use of the *sewer system*.

### **Failure of Sewer System**

- 8.2. The *City* is not liable for failure of the *sewer system*, whether from natural causes or accident or from any other causes whatsoever, and the *City* is not liable for injury or damage arising from or occurring as a result of such failure.

## **PART 9 – OFFENCES**

### **General**

- 9.1. A *person* who contravenes a provision of this Bylaw, or who causes, suffers, or permits any act or thing to be done in contravention of a provision of this Bylaw, or who neglects or refrains from doing anything required to be done by a provision of this Bylaw or who fails to comply with an order, direction or notice given under this Bylaw commits an offence and is liable on conviction to a fine not exceeding FIFTY THOUSAND DOLLARS (\$50,000.00).
- 9.2. Where an offence under this Bylaw is of a continuing nature, each day that the offence continues or is permitted to exist constitutes a separate offence.
- 9.3. Nothing in sections 9.1 and 9.2 of this Bylaw affects any other right or remedy of the *City* in respect of a violation of a provision of this Bylaw.

## **PART 10 – ADMINISTRATION**

### **Reference to Other Bylaws or Enactments**

- 10.1. Reference to any bylaw or enactment is a reference to that bylaw or enactment as consolidated, revised, amended, re-enacted or replaced unless otherwise expressly provided.

### **Notice**

- 10.2. Where the *Engineer* is required to give notice, notice is sufficiently given if it is sent to the *owner* by mail, left with the *owner* or deposited in the mailbox at the *owner's* residence or place of business.

### **Commencement**

- 10.3. This Bylaw comes into force on adoption.
- 10.4. Despite section 10.3 and Schedule “A” of this Bylaw, during 2024 the fees set out in Schedule “A” of Sewer Regulations and Rates Bylaw No. 3067, 1998 are deemed to apply to this Bylaw notwithstanding the repeal of Sewer Regulations and Rates Bylaw No. 3067, 1998.

### **Repeal**

10.5. Sewer Regulations and Rates Bylaw No. 3067, 1998 is repealed.

READ A FIRST TIME this \_\_\_\_ day of \_\_\_\_\_, 2024.

READ A SECOND TIME this this \_\_\_\_ day of \_\_\_\_\_, 2024.

READ A THIRD TIME this \_\_\_\_ day of \_\_\_\_\_, 2024

READ A FOURHT & FINAL TIME this \_\_\_\_day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer

# SCHEDULE “A”

## Sewer Regulation and Rates Bylaw No. 3548, 2024

### FEES AND CHARGES

The fees, rates, and charges listed in items 1 through 4 of this Schedule include a 2% Asset Management Reserve Fee.

2%

	2024	2025			
<b>1. Metered Sewer Rates – Billed Monthly</b>					
Sewer User Fee based on Water Consumption Ratio %/\$	94% \$1.0362	99.64% \$1.06			
Minimum charge to any metered customer	\$47.62	\$48.57			
Restaurants & Liquor Establishment will be a minimum charge of	\$68.78	\$70.16			
Except for hotels/motels, which will pay a minimum charge of	\$79.37	\$80.96			
<b>2. Fixed Rate Approved Sewer Users with Metered Water – Billed Quarterly</b>					
Municipal Recreation Centre	\$1879.10	\$1,916.68			
Industrial	\$942.80	\$961.66			
Business under 10 employees	\$110.40	\$112.61			
Business over 10 employees	\$379.93	\$387.53			
Light Industry	\$190.51	\$194.32			
Where sewer waste is filtered by means of a septic tank approved by the City, the user charges set out above will be reduced by fifty percent.					
<b>3. Residential Sewer Rates – Billed Annually</b>					
Residential House Per Dwelling	\$529.32	\$539.91			

<b>4. User Rates Non Metered – Billed Quarterly</b>					
Residential Building with single Owner/Strata for greater than 20 Dwellings – per dwelling	\$132.32	\$134.98			
Apartment Building – per unit	\$196.50	\$200.43			
Bank	\$454.02	\$463.10			
Business Under 10 employees	\$363.84	\$371.12			
Business Over 10 employees	\$454.02	\$463.10			
Church/Religious Meeting Place	\$188.82	\$192.60			
Day Care Centre	\$454.02	\$463.10			
Licensed Premises	\$992.90	\$1,012.76			
Multi family dwelling, greater than 3 units – per unit.	\$196.25	\$200.18			
<b>5. Service Connection Fees</b>					
Residential Storm Connection (or actual cost if lower than this fee)	\$2,782.00	\$4,500.00			
Residential Sewer Connection (or actual cost if lower than this fee)	\$2,782.00	\$4,500.00			
Non-Residential Storm Connection	actual cost	actual cost			
Non-Residential Sewer Connection	actual cost	actual cost			
<b>6. Inspection Fees</b>					
In addition to the connection fees, a separate inspection fee will be levied for each connection.	\$277.00	\$283.00			
If both storm and sanitary connections are inspected at the same time and in the same trench, then only one connection fee will be charged.					
<b>7. Abandonment Fees</b>					
Abandon service to the Sanitary main	actual cost	actual cost			
Abandon service to the Storm main	actual cost	actual cost			

If both Storm and Sanitary are combined then only one abandonment fee will apply.					
<b>8. Inspection Chamber</b>					
Residential Inspection Chamber – Sanitary Sewer	\$658.00	\$750.00			
Non-Residential Inspection Chamber – Sanitary Sewer	actual cost	actual cost			
Residential Inspection Chamber – Storm Sewer	\$658.00	\$750.00			
Non-Residential Inspection Chamber – Storm Sewer	actual cost	actual cost			
<b>9. Sanitary Sewer or Storm Sewer Call Out Fees</b>					
During regular working hours (8:00 am to 4:00 pm, Monday to Friday except Statutory holidays) and regular working days	N/A	\$53.00			
Outside regular working hours – per occurrence	\$300.00	\$306.00			
<b>10. Actual Cost Hourly Rates</b>					
Clerical & First Aid Attendant		\$96.00	These hourly rates are subject to change annually, starting 2026, based in part on Collective Agreement Bargaining.		
Engineering Technologist		\$94.00			
Equipment Operator I		\$91.00			
Equipment Operator II		\$103.00			
Foreman		\$106.00			
Labourer		\$91.00			
Mechanic/Welder		\$118.00			
Utility Foreman		\$113.00			
Other		\$91.00			
City Vehicles and Equipment	The hourly rental rate for the vehicle or equipment as specified in the current year's Blue Book Rental Rate Guide as published by BC Road Builders and Heavy Construction Association in partnership with the Ministry of Transportation				

### **11. Other Work**

Any work carried out by the *City* at the request of an *owner* and with the approval of the *Engineer* in relation to the *service connection* and not otherwise provided in this Schedule “A”, such as relocating or altering existing services, installing a different type of equipment, device or service box, raising a manhole, or other modifications to *City* utilities on or near the *owner’s* parcel of land shall be charged to the *owner* at *actual costs*.

### **12. Billing and Early Payment Reward**

Accounts paid in full by the due date on the Billing Statement may be entitled to receive a ten percent (10%) reduction. Any payments received after the close of business day at Prince Rupert City Hall on the due date are not eligible for the discount. Payments made at a Financial Institution must be received by the City on or before the applicable due dates in order for the customer to qualify for the discount. Non receipt of the utility bill will not be recognized as a valid excuse for failure to pay the rates when due.

### **13. Unpaid Fees and Charges**

Any amounts imposed under this Schedule remaining unpaid on the thirty-first (31st) day of December in any year shall be deemed to be taxes in arrears in respect of the parcels of land concerned and such sums shall be recovered with interest, in the same manner as ordinary municipal taxes upon land in accordance with the applicable provisions of the Community Charter and Local Government Act.

**GST is applicable on the fees and charges.**



# Sewer Works Regulation Bylaw Review

## **Rationale for Proposed New Bylaw:**

The City currently uses Sewer Works Regulation Bylaw 3067, 1998, to manage its sewer system. This Bylaw is outdated, and several key aspects are required to be addressed. These revisions are specifically intended to clarify language, mitigate risks, define responsibilities more clearly, and establish updated language that reflects the City's current conditions.

## **Comparison Communities Used:**

The Staff reviewed comparison communities; however, the rates and fees were proposed after evaluating the average cost of performing the services under this Bylaw.

## **Rationale for Proposed Fee Increases:**

The revisions to this proposed Bylaw are intended to more accurately reflect a cost recovery model for the provision of the respective services; however, the Staff appreciate that the Council may have an appetite to partially subsidize and encourage development.

During the Staff review, it was determined that the average cost of a new storm and sewer service is approximately \$10,000 each. However, efficiency can be found if they are completed together in a common trench. Understanding this, the Staff proposed a significant increase as the ratepayers for the utility make up for the shortfall. If the Council is uncomfortable with the fee increase from \$2,782 to \$6000 each, the Staff suggest increasing the fee to \$4,500 each as the new base fee in 2025. Further, the Staff have proposed increasing the fee for inspection chamber installation from \$658 to \$1,500 as staff are experiencing the average installation cost in the \$3,500 range. If the Council is uncomfortable with this increase, the Staff are proposing a new base rate of \$750 for 2025. This is not cost recovery but is closer and offers less subsidization from the utility's ratepayers.

In the attached *Rate & Fee Schedule*, the Staff have proposed a smoothing effect by increasing the Sewer Utility Rates by 18% annually over the next 4 years and 2% in 2029. These increases are primarily due to borrowing up to \$42M for the BIG Project. In developing these proposed increases, the Staff use today's information to best predict tomorrow's outcomes but recognize that the Utilities' financial position may change.

One option for the Council's consideration is to reduce the 2025 Rate increase to 2% per the smoothing versus non-smoothing attachment and request the Staff to re-evaluate the Utility next year as the Sewer Utility's financial position may change and Staff may have alternate options to reduce the amount of borrowing. However, if the Sewer Utility's position has not changed or weakened in this scenario, the Staff will propose rate increases to compensate for the lack of smoothing.

## **Rationale for Proposed Operational Procedure Changes:**

Due to the age of the Sewer Works Regulations Bylaw, the proposed revisions were required to update the Bylaw to current standards, improve its clarity and comprehensibility, mitigate risk, and reflect how it is intended to be used. Along with increasing the service rates, the City has added a small call-out fee during



## Sewer Works Regulation Bylaw Review

working hours. The rationale for this is that these calls come in with little to no notice, and typically, Staff need to be taken off of an existing project and redeployed to complete this task. While appreciating that this may not be a significant amount of work, it does affect the productivity of the already assigned task and therefore, the Staff are proposing a service charge.

# CITY OF PRINCE RUPERT

## COLLECTION AND DISPOSAL OF SOLID WASTES BYLAW NO. 3550, 2024

### A BYLAW REGULATING THE COLLECTION AND DISPOSAL OF SOLID WASTES

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The Council of the City of Prince Rupert in an open meeting enacts as follows:

#### **PART 1 – INTERPRETATION**

##### **Title**

1.1. This Bylaw may be cited as “Solid Waste Management Bylaw No. 3550, 2024”.

##### **Definitions**

1.2. In this **Bylaw**:

“**active face**” means the area of the *disposal site* that is currently being filled with *solid waste*;

“**actual cost**” means all charges incurred by the *City* with respect to the work performed, including, but not limited to, invoiced costs for wages, overhead, equipment, materials, contracted services and other miscellaneous charges and including, where applicable, the cost of using *City* employees and equipment charged at the hourly rates specified in Schedule “F” of this Bylaw, plus a 15% administration fee;

“**approved disposal site**” means a site for the deposit and disposal of *solid waste*, *special materials*, or both, which is either owned or operated by the *City* or authorized by the *City* as a disposal site;

“**attendant**” means a *person* authorized to direct and control access to a *Landfill Site*;

“**bin**” means a vessel used to hold *waste* and subject to the regulations under Part 6 of this Bylaw;

“**City**” means the City of Prince Rupert;

“**controlled waste**” means *waste* that is approved for disposal at a *Disposal Site* that, because of its inherent nature or quantity, requires special handling and disposal techniques to avoid creating health hazards, nuisances, or environmental pollution, and which includes those *wastes* listed in Schedule “C” of this Bylaw;

“**curbside collection service**” means the service provided under this Bylaw by the *City* for the collection and removal of *solid waste*;

“**curbside recyclable materials**” means those materials accepted by the *City’s curbside collection service* and listed in Schedule “D” of this Bylaw;

“**Director of Operations**” means the person holding the title of “Director of Operations” at the *City*, or their designate;

“**Disposal Site**” means that area of a *Landfill Site* which accepts *solid wastes* other than certain *special materials*;

“**dwelling unit**” means any building, or one or more rooms connected together within a building, for residential occupancy as a single housekeeping unit with cooking, eating, living,

sleeping, and sanitary facilities and having a separate entrance, but does not include a unit within any building containing a store, or a *multiple family premises*;

“**Landfill Site**” means any landfill or other area for the disposal of *waste* operated by the *City* and includes an area of land located off Ridley Island Road that contains a *Disposal Site*, a *Special Materials Site* and a *Septic Disposal Site*;

“**liquid waste**” means wastewater, fats, and oil products or any other *waste* material that is in liquid form at the time of disposal and includes stormwater, sewer and *septic wastes*, sludge products, waste cooking oil, liquid hydrocarbon products or lubricants;

“**multiple family premises**” means a building or part thereof that is, or is intended to be, for residential occupancy, usually with cooking, eating, living, sleeping, and sanitary facilities, and having a common entrance to four or more such *dwelling units*, and includes apartment buildings, hotels, motels, tenement houses, lodging houses, rooming houses, boarding houses, or any business block that is, or is intended to be, occupied by four or more *persons* in individual rooms or *dwelling units*, or where there are any number of *dwelling units* situated above or behind a *trade premises* within that block;

“**owner**” includes:

- (a) the registered owner of any lands and *premises* situated within the *City*, and their agent, heir, executor, or administrator; and
- (b) the lessee or occupier of the lands and *premises*;

“**person**” includes natural persons of either sex, associations, co-partnerships and corporations, whether acting by themselves or by a servant, agent or employee;

“**premises**” means land composed of one or more parcels along with any building or group of buildings which may be located thereon and includes buildings located on land under common ownership or management;

“**prohibited waste**” means *solid waste* that is not acceptable at the *Landfill Site* and includes those *wastes* listed in Schedule “B” of this Bylaw;

“**Recycle BC**” means the provincial organization responsible for residential recycling throughout the province of British Columbia;

“**recycling bin**” means the *bin* designated by the *City* for the curbside collection of *curbside recyclable material*;

“**refuse bin**” means the *bin* designated by the *City* for the curbside collection of *solid waste*, excluding *curbside recyclable material*;

“**resident**” means an owner of lands and *premises* situated within the boundaries of the *City*;

“**Septic Disposal Site**” means an area of a Landfill Site which accepts septic waste.

“**septic waste**” means the liquid and water borne wastes derived from the ordinary living processes, free from *prohibited waste* and *controlled waste*, including industrial wastes and cooking oil;

“**service period**” means the period of time between scheduled *solid waste* collection services;

“**solid waste**” means any *waste* that originates from residential, commercial, industrial, institutional, demolition, land clearing, or construction sources or activities, or any other source, including *curbside recyclable materials* and *special materials* but excluding *liquid waste* or effluent;

“**sorted building debris**” means construction or building demolition materials that have been manually or mechanically separated into products of clean wood, metals, and masonry materials, with no amounts of other mixed contaminants (e.g., very small pieces of drywall, gypsum, tar paper, wiring);

“**special materials**” means the materials described in Schedule “E” of this Bylaw;

“**Special Materials Site**” means an area of a *Landfill Site* which accepts *special materials*;

“**temporary worker residence**” means residences, including related facilities and infrastructure, used for workers' temporary accommodation to support a project within or outside the geographical boundaries of the *City*;

“**trade premises**” means any commercial or industrial *premises*, including a shop, café, restaurant, eating house, club, drive-in lunch counter, wholesale or retail business place, office block, or a *premises* containing a building other than a *dwelling unit* or a *multiple family premises*;

“**trade waste**” means *waste* resulting from the operation of a *trade premises*;

“**unacceptable waste**” means those materials listed in Schedule “A” of this Bylaw;

“**waste**” means discarded, rejected or abandoned materials, substances or objects, including both *liquid waste* and *solid waste* products.

- 1.3. Wherever the singular or masculine is used in the Bylaw the names shall be deemed to include the plural or the feminine or the body politic or corporate, and also their respective heirs, executors, administrators, successors and assigns.

### **Interpretation**

- 1.4. If any portion of this Bylaw is held to be invalid or illegal, that portion is to be severed from this Bylaw, and the remaining portions must be read and construed as being separate and distinct from the severed portion.

## **PART 2     APPLICATION AND ADMINISTRATION**

- 2.1. This Bylaw applies to *waste* generated or disposed of within the *City*'s boundaries or at a *Landfill Site*.
- 2.2. The *City* hereby establishes and continues the following services, which services are to be administered by the *Director of Operations*:
- (a) a *curbside collection service*; and
  - (b) a *Landfill Site*.

### **Entry onto Property**

- 2.3. The *City*, its employees, and its authorized agents and contractors may enter property:
- (a) for the purpose of collecting, removing and disposing of *waste* at reasonable times during any day of the week; or
  - (b) to conduct an inspection or to take action as authorized by section 16 of the *Community Charter*.

### **Schedules**

- 2.4. The schedules attached to this Bylaw form part of this Bylaw and any fee or charge described in a schedule is hereby imposed under this Bylaw.

## PART 3 PROHIBITIONS

### 3.1. No *person* shall:

- (a) dispose of any type of *waste*, except in accordance with this Bylaw, and all other applicable municipal, provincial and federal laws;
- (b) cause, allow or permit any *waste* to collect, accumulate or remain on *premises*, unless it is securely contained in a *bin* or container provided by a private collector meeting the specifications of this Bylaw;
- (c) cause or allow a noxious, offensive, or unwholesome *waste*, odour, matter or substance to remain or accumulate upon their *premises* or be left for collection through the *curbside collection service*
- (d) deliver, place, bury or dump, or cause or allow to be delivered, placed, buried or dumped, any *waste* anywhere in the *City* other than at a *Landfill Site* or an *approved disposal site*;
- (e) place *solid waste* on or in front of another *person's premises* without the permission of that *person*;
- (f) place *solid waste* in another *person's bin* or in a container used by private contractors without the permission of that *person* or private contractor, as the case may be;
- (g) deposit *solid waste* from a residential property, *trade premises* or institutional *premises* into a *City* garbage receptacle located in a public area.
- (h) cause, allow or permit any *bin* to be filled above the top of the *bin*, or any plastic bag, in such a way that the lid or cover cannot be closely fitted or the plastic bag cannot be securely fastened;
- (i) deposit or leave any *waste* or other discarded material on any highway, public place or *premises* other than the *premises* on which the *solid waste* was generated, and no *person* shall remove *solid waste* from a *premises* except for the purpose of disposal in accordance with this Bylaw;
- (j) transport any *waste* without securing the load in an enclosure, under a cover or such other methods to ensure that all of the *waste* material will reach the *Disposal Site* without spillage;
- (k) place, or allow to be placed, any *unacceptable waste* at curbside for collection by the *City*;
- (l) place, or allow to be placed, *waste* generated outside the geographical boundaries of the *City* for collection under the *curbside collection service*, unless the collection of such *waste* is expressly permitted under this Bylaw;
- (m) place, or allow to be placed, any material other than *curbside recyclable materials* in a *recycling bin* designated for the curbside collection of those materials by the *City*;
- (n) cause, allow or permit *curbside recyclable materials* or *special materials* to be discarded as *waste*;
- (o) remove, take, salvage or convert for their own purpose, any *solid waste* placed at any curbside collection location as part of the *curbside collection service* unless the *person* is:

- i. the *person* who initially placed the material at curbside for collection by the *City*; or
  - ii. an employee or agent of the *City* authorized to provide the *curbside collection service*;
- (p) interfere with, threaten or in any way obstruct any employee or agent of the *City*, including an employee or agent engaged in the provision of a *curbside collection service*;
- (q) cause, allow or permit any *waste* which could reasonably be expected to attract wildlife or does attract wildlife, including but not limited to kitchen *waste*, food products, pet food, bird feed, compost, grease, fruit, honey, salt, or chemical products to be deposited or kept outdoors on any *premises*;
- (r) place wet *waste* in any *bin* unless it is drained of excess moisture and wrapped in waterproof material;
- (s) place in, allow to run into, or to accumulate in a *bin*, any *liquid waste*;
- (t) throw, sweep, or place any *solid waste* onto any *premises*, street, lane, walkway, sidewalk, or other public place in the *City*;
- (u) deposit or dispose of in a *Landfill Site* any of the materials outlined in Schedule “B” (*prohibited wastes*), attached to and forming part of this Bylaw;
- (v) allow refuse of any kind to drop from or be blown from any vehicle or *premises* onto any other *premises*, street, lane, walkway, sidewalk, or other public place in the *City*; and
- (w) dispose of *waste* if the vehicle used to transport the *waste* exceeds the weight restrictions of the weigh scale. Split-weighing is not permitted.

## **PART 4     DUTIES OF OWNERS**

### **Duty to Remove Waste**

- 4.1 Every *owner* of *premises* shall, at least once each applicable *service period*, dispose of any *waste* produced on such *premises* through any of the following means:
- a) by the *City's curbside collection service* and in accordance with Part 5 of this Bylaw;
  - b) by a private *waste* collection service licensed by the *City*;
  - c) by otherwise removing or arranging for the removal of the *waste* to an *approved disposal site* for the *waste* being deposited.
- 4.2 *Owners* of *premises* listed in section 5.2 of this Bylaw shall, at their cost, make arrangements for *waste* collection by a private *waste* collection service provider approved and licensed by the *City* that disposes of *waste* at an *approved disposal site*.
- 4.3 The *City* shall not provide for the collection and disposal by means of the *curbside collection service* of any *wastes* other than *solid waste* and *curbside recyclable materials*. Every *owner* of a *premises* must provide for the legal collection and disposal of all other *waste* products not eligible for collection under the *curbside collection service*.
- 4.4 An *owner* of any *solid waste* that cannot be placed in a *bin* or that may cause harm to the collector must arrange to have the *solid waste* disposed of at a *Landfill Site* in designated locations, or as directed by an *attendant*, and must pay the designated disposal fee.

## **PART 5 CURBSIDE WASTE COLLECTION SERVICE**

### **Collection Service**

- 5.1 The *curbside collection service* consists of:
- a) collection of approved residential *solid waste* from any *dwelling unit*; and
  - b) collection of commercial *solid waste* from any *trade premises* or *institutional premises* comprising of two (2) or fewer *bins* in total per collection day.
- 5.2 Despite section 5.1 of this Bylaw, the *City* shall not be required to collect *solid waste* from:
- a) a *multiple family premises*;
  - b) a *trade premises* that has placed more than two (2) *bins* for collection;
  - c) an industrial *premises*;
  - d) any *premises* to which access from a street is inadequate for collection service as determined by the Director of Operations;
  - e) any *premises* outside the urban containment boundary which by its lack of proximity to other *premises* being provided collection service would result in excessively high costs or time being allocated to service as determined by the Director of Operations; or
  - f) any *premises* the Director of Operations determines is unsafe to service;

### **Frequency of Collection**

- 5.3 The *service period* for the purposes of this Bylaw is:
- a) in the case of *waste* to be collected by a *curbside collection service*, every three weeks or such shorter period determined by the collection schedule published on the *City's* website; and
  - b) in the case of *waste* to be collected by a private waste collection service or otherwise disposed of by an *owner*, one week.
- 5.4 The *City* shall prepare and make available to all *residents* an annual schedule for *curbside collection service* prior to the beginning of each calendar year.
- 5.5 Unless otherwise approved by the *Director of Operations* and scheduled accordingly, residential *solid waste* shall be collected once during each *service period*.
- 5.6 Where a collection day falls on a statutory holiday observed by the *City*, the schedule for residential collection will be adjusted to account according to the annual schedule prepared each year.
- 5.7 Unless otherwise approved by the *Director of Operations* and scheduled accordingly, commercial *solid waste* shall be collected twice during each *service period*, on Monday and Thursday (other than on holidays recognized by the *City*).

### **Quantity of Collection**

- 5.8 The service included in the basic residential collection charge is for the collection of one 120 litre *refuse bin* and one 240 litre *recycling bin* per *dwelling unit* each *service period*.
- 5.9 An *owner* may request that they be provided with a 240 litre *refuse bin*, and upon making

such a request will be charged for both the exchange fee and annual fee for service for the larger collection volume specified in Schedule “F” of this Bylaw;

- 5.10 An *owner* who has been issued a 240 litre *refuse bin* may request that their *bin* be exchanged for a 120 litre *refuse bin* and upon doing so will be charged the applicable exchange fee and will have their annual fee for service as described in Schedule “F” of this Bylaw reduced on a pro-rated basis for the remainder of the year.
- 5.11 An *owner* may only receive a change to the size of their *refuse bin* in accordance with sections 5.9 and 5.10 of this Bylaw once per calendar year.

### **General Conditions of Service**

- 5.12 The *City* may refuse to collect any *waste* which is not acceptable at a *Landfill Site* or which does not comply with the provisions of this Bylaw or any other material deemed by the *Director of Operations* to be unacceptable.
- 5.13 The *City* does not guarantee the provision of any service under this Bylaw to anyone and shall not be liable for any damages suffered or costs incurred by any *person* by reason of the failure of the *City* to supply *curbside collection service*.
- 5.14 No *person* is relieved of the obligation to observe the requirements of all applicable municipal, provincial and federal laws by reason of the services provided by the *City*.
- 5.15 The *City* will not be responsible for damaged *bins* or the accidental collection of goods not intended to be placed for collection in the event that such goods are left in garbage bags or *bins*.

## **PART 6 REFUSE AND RECYCLING BINS**

### **General Specifications**

- 6.1 All residential *bins* shall be inventoried and assigned to the address of each *dwelling unit* and must be retained in a sanitary condition at the assigned address.
- 6.2 All residential *bins* remain the property of the *City*, and shall not be intentionally discarded, lost, tampered with, or damaged in any way.
- 6.3 The *City* shall provide a new *dwelling unit* with a 120 litre *refuse bin* and a 240 litre *recycling bin* upon issuance of an Occupancy Permit and shall charge the *owner* the fee for such *bins* set out in Schedule “F” of this Bylaw.
- 6.4 The *owner* of any *dwelling unit* may request a different sized *bin* in accordance with section 5.9 and 5.10 of this Bylaw.

### **Placement of Bins**

- 6.5 *Bins* must be stored in a location that does not encroach upon or project over any highway or other public place except during times that the *bins* are put out for collection in accordance with this Bylaw.
- 6.6 A *person* placing a *bin* out for *City* collection shall ensure:
- a) the *bin* is only placed out for collection on a scheduled day for collection;
  - b) *solid waste* placed in the *refuse bin* is contained within durable plastic bags that are properly fastened and closed;
  - c) *Curbside recyclable materials* are placed loose within the recycling *bin* and that the recycling *bin* contains no plastic bags of any kind;

- d) *solid waste* within the *refuse bin* is loaded to a height not less than 5 centimeters (2 inches) from the top rim of the *bin*;
- e) where *premises* are serviced by street collection, that the *bin* is set out not more than 1.2 metres (4 feet) back from the curb or traveled portion, whichever is applicable, of the collection roadway in a location clearly visible to collection workers;
- f) where *premises* are served by a lane collection, that the *bin* is easily accessible at the lane;
- g) that no *bin* is placed next to another person's *bin*, placed otherwise with the garbage of others, or placed on the inside of a fence or hedge on collection day;
- h) that no *bin* is placed so as to obstruct vehicles or pedestrians;
- i) that pathways used to access the *bin* are cleared of all snow, ice, and other hazards; and
- j) no *bin*, together with its contents, weighs more than 45kg.

6.7 In the event there is more than one possible collection roadway for *solid waste collection*, the *Director of Operations* shall specify the location of collection.

### **Collection Time**

6.8 Every *owner* of a *dwelling unit* served by *City* collection services shall, on the regular collection day for that *dwelling unit*, ensure that all *solid waste* is placed at curbside for collection by 7:00 am. All *bins* shall be removed from the curb by 11:59pm on collection day.

6.9 Every *owner* of a *trade premises* served by *City* collection services shall, on the regular collection day for that *premises*, ensure that all *solid waste* is placed at curbside for collection by 9:00 am. All emptied *bins* shall be removed from the curb by 11:59pm on collection day.

6.10 *City* collectors **will not**:

- a) return for *solid waste* that was not placed at curbside for collection at the times designated in Sections 6.8 and 6.9 of this Bylaw; and
- b) collect *solid waste* that is not accessible by a safe, cleared pathway.

### **Repair and Replacement**

6.11 A *person* may request the repair or replacement of a *bin* by paying the applicable fee set out in Schedule "F" of this Bylaw.

6.12 If a *bin* provided by the *City* are damaged through regular use, and where the damage is not attributable to intent or neglect on the part of the *owner*, the *owner* of a *premise* may request that a *bin* be repaired or replaced without charge.

6.13 The *Director of Operations* may refuse to repair or replace a *bin* at no charge, if the *Director of Operations* finds that the damage was the result of intent or neglect.

## **PART 7 PRIVATE WASTE COLLECTION SERVICE**

### **Private Collection**

7.1 Any *person* may collect *waste* within the *City's* boundaries, provided that the *person* obtains the necessary licences and comply with all applicable municipal, provincial and federal laws and do not interfere with the *City waste collection service* or the recycling system operated by the North Coast Regional District.

- 7.2 Every *owner* of a *premises* that is not eligible for *curbside collection service* shall arrange to rent receptacles from a private *waste* collection firm and shall, on the regular collection day for that *premises*, cause to be removed all *waste* from all *premises* of the *owner*.

### Private Containers

- 7.3 Every *person* who engages with a licensed contractor for the removal of *solid waste* or *liquid waste* shall:
- a) use only those containers supplied or specified by the contractor; and,
  - b) keep the container(s) and the area around them in a condition that is not noxious, offensive, objectionable, or dangerous to the public or to public health.

### Responsibilities of Private Contractors

- 7.4 All private contractors operating within the *City* must comply with the following regulations:
- a) Containers provided by the contractor must at all times be:
    - i. kept in good repair; and
    - ii. designed and maintained so as to prevent the intrusion of rain water or wildlife into the container and so as to contain any and all liquids comprising part of, or which escape from, the *solid waste*; and
    - iii. approved by the *Director of Operations*;
  - b) All vehicles used by the contractor for the collection of *solid waste* that is prone to rot or putrefy must be of a closed metal type, suitably designed to contain the liquid by-products of any rotting or putrefaction;
  - c) Subject to the provisions of the *City's* Noise Control Bylaw, the contractor must only do collections in and adjacent to residential areas between 7:00 a.m. and 9:00 p.m.;
  - d) All collecting, transporting, processing, converting or salvaging of any *solid waste* by the contractor must be carried out in a manner that is not offensive or objectionable to neighbours, and shall include the prompt delivery of the *solid waste* to an *approved disposal site*;
  - e) Any *solid waste* that is collected by the contractor and will not immediately be processed, converted or salvaged, must be transported as directly as possible on the day of collection to an *approved disposal site*;
  - f) No *waste* collected by the contractor shall be disposed of outside of the *City's* boundaries unless:
    - i. The *waste* is of a nature that it cannot be safely disposed of at an *approved disposal site*; or
    - ii. The contractor has the written permission of the *Director of Operations*;
  - g) All containers used by the contractor or their customers must be kept on private *premises* at all times, unless approved by the *Director of Operations* to occupy a street, lane, walkway, sidewalk, or other public place;
  - h) The contractor must provide its customers with suitable, and a sufficient number of, containers so that the containers themselves, and the area around the containers, remains in a condition not noxious, offensive, objectionable, or dangerous to the public or

to public health;

- i) The contractor must ensure that areas around containers must be kept clean of all *solid waste* deposited outside of the container, whether the container is used by the private contractor or its customers; and
- j) The contractor must deposit all septic wastewater collected by it at the *Landfill Site*. Collected septic wastewater is not permitted to be dumped at any other location within the municipality.

## **PART 8      CONSTRUCTION WASTE**

8.1 No *person* carrying out building construction, maintenance, renovation, or demolition within the *City* shall:

- a) place or dump the *waste* accumulating from such construction or other operations on any lane, street, walkway, sidewalk or any public place; or
- b) accumulate such *waste* on the *premises* where such construction or operations are being carried out without disposing of the *waste* at an *approved disposal site* within a reasonable time.

## **PART 9      LANDFILL SITE REGULATIONS**

### **Permitted and Prohibited Waste at Landfill:**

9.1 The following *solid wastes* are permitted at the *disposal site*:

- a) *controlled wastes* listed on Schedule “C” of this Bylaw, but subject to section 9.8 of this Bylaw;
- b) cover, being material that is gravel or soil, compactable and does not contain large pieces of debris;
- c) low risk and high risk garbage offloaded from foreign vessels which has written approval from the Canadian Food Inspection Agency in the form of a “Certificate for Disposal of Low Risk International Garbage”; and
- d) all other *solid waste* that may be accepted under the City’s operational permits and does not contain *prohibited waste, curbside recyclable materials, special materials* or is otherwise prohibited under this Bylaw.

9.2 The following is permitted at the *Special Materials Site*:

- a) *special materials* listed in Schedule “E” of this Bylaw; and
- b) *sorted building debris*, that does not include large pieces, is comingled or is otherwise rejected by an *attendant*.

9.3 The following is permitted at the *Septic Disposal Site*:

- a) Septic wastewater that does not contain any other material, including *prohibited waste* or food grease or oils.

9.4 Despite sections 9.1 to 9.3 of this Bylaw:

- a) all loads for the *Special Materials Site* that are delivered on Saturday must have prior written approval from the *Director of Operations* before being accepted and pay the additional fee specified in Schedule “F” of this Bylaw.
- b) the *City* may ban, refuse, or otherwise control the type and nature of *waste* which is to be

deposited at the *Landfill Site*, and the *attendant* on duty or the *Director of Operations* may refuse any *waste* material that they consider unacceptable.

**General Disposal Regulations:**

9.5 No *person* attending or using the *Landfill Site* shall:

- a) Deposit any *waste* without completing all forms required by the attendant for the purpose of confirming the source and nature of *waste*.
- b) deposit *solid waste* or *liquid waste* without first having it weighed on the scales at the *Landfill Site*;
- c) deposit *liquid waste* without first advising the *attendant* the location of collection;
- d) deposit or dispose of any *controlled waste* contrary to the special handling or disposal rules posted at the *Landfill Site* or communicated by the *attendant* or the *Director of Operations*;
- e) cause or allow *waste* to be spilled at the *Landfill Site*;
- f) drive a vehicle anywhere on the *Landfill Site* except on roads provided by the *City* for that purpose unless otherwise instructed;
- g) act in a manner contrary to the posted *Landfill Site* regulations;
- h) fail to pay the applicable disposal fee prescribed by this Bylaw for the deposit of *waste*;
- i) deposit any *solid waste* at the *Landfill Site* until any outstanding disposal fees and/or scale use charges and interest owing thereon have been paid in full;
- j) enter the *Landfill Site* in a vehicle if the vehicle's load exceeds the permitted weight limits set out in the regulations passed pursuant to the *Motor Vehicle Act*, or the *Commercial Transport Act*;
- k) exceed the posted speed limits;
- l) enter the *Landfill Site* with a load that has not been secured to, or confined within, a vehicle in such a manner that it cannot fall from or blow out of the vehicle while the vehicle is in transit;
- m) enter the *Landfill Site* with a commercial vehicle that has an uncovered load;
- n) deposit *waste* in any place or manner other than as directed by the *attendant* or *Landfill Site* staff;
- o) remove *waste* from the *Landfill Site* except with prior written approval of the *Director of Operations*;
- p) loiter on the *Landfill Site*. All vehicles must proceed directly to the designated dumping area and leave the *Landfill Site* as soon as possible after unloading;
- q) use the wash down facility to wash out the interior of truck boxes unless they have been granted access to deposit *waste* at the *active face*;
- r) smoke within the *Landfill Site*; or
- s) deposit *waste* containing an invasive plant listed in the *Invasive Plants Regulation*, B.C. Reg. 18/2004 except with the express permission of the *Director of Operations*.

**Wash Down Facility:**

9.6 When the wash down facility is operational, the tires and undercarriages of vehicles permitted

access to the *active face* for the disposal of *waste* must be washed down at the wash down facility prior to leaving the *Landfill Site*.

**Material Ownership:**

9.7 All materials accepted by the *City* at the *Special Materials Site*, unless unlawfully deposited, shall become the property of the *City*, and may be sold or otherwise disposed of at the *City's* discretion.

**Buildings, Mobile Homes, Boats & Trailer Demolitions:**

9.8 *Controlled waste* that is scrap and debris from residential house, mobile home, boats and trailer demolitions may be deposited at the *Landfill Site*, if the load:

- a) is screened;
- b) is scrap and debris-no whole unit mobile homes, boats or trailers will be permitted on the scale;
- c) contains no *prohibited waste*;
- d) has asphalt roofing separated, weighed at the scale house, and unloaded in accordance with the directions of the *attendant* for unloading at the *Disposal Site*;
- e) has all *sorted building debris* remaining after separation of asphalt roofing weighed at the scale house and unloaded at the *Special Materials Site* in accordance with the directions of the *attendant*;
- f) has all other large pieces or amounts of asphalt roofing disposed of as general *waste* at the *Disposal Site* shall apply; and,
- g) has all wood or metal roofing materials be separated and transported to the *Recyclable Site*;
- h) has steel trailer frames separated and taken to the *Special Materials Site*;
- i) contains no tires, including tires attached to rims;
- j) contains no fuel tanks, engines, oils and fluids.

**Disposal by Non-profit Organizations:**

9.9 An incorporated non-profit organization or society which exists for educational, recreational or charitable reasons may make a written application to the Director of Operations requesting that it pay the “non-profit organization” disposal rate for using the *Landfill Site* and the Director of Operations may require the organization or society to provide any further information that they require to determine the application.

**PART 10 SUSPENSION AND REMEDIAL CLEAN UP**

**Suspension and additional fees**

10.1 If a *person* deposits, disposes of or discharges *waste* or other material at the *Landfill Site* in contravention of this Bylaw or otherwise contravenes section 9.5 of this Bylaw, the *City* may:

- a) take all steps necessary to remedy the contravention, including to remove and properly dispose of the *prohibited waste* and material as applicable;
- b) invoice and recover from the *person* the actual cost of removal and the cost of remedying any damage caused by the prohibited conduct.

10.2 If the *owner* of a *premises* places *waste* out for collection and:

- a) uses a vessel that is not an approved *bin*;
- b) overfills a *bin*;
- c) places materials other than *curbside recyclable materials* in a *recycling bin*;
- d) places more than the two bins permitted under section 5.1(b) of this Bylaw;
- e) places *waste* in an unsecure manner such that the *waste* is spread by animals, birds or wind onto *City* property; or
- f) otherwise fails to comply with a requirement of this Bylaw;

the *City* may:

- i) decline to collect the *waste* and may place a notice of non-compliance on the *waste*;
- ii) remove the *waste* or other material and charge the applicable fee under Schedule “F” of this Bylaw; and
- iii) suspend *curbside collection service* by delivering a notice of suspension to the *premises* advising of the period of the suspension or the steps that the *owner* must take before the suspension will be lifted.

10.3 If an *owner* contravenes a provision of this Bylaw, including section 3.1 or 8.1, the Director of Operations may order the *owner* to remedy the contravention within such time as the *Director of Operations* deems reasonable.

10.4 If an *owner* fails to comply with an order made under section 10.3 of this Bylaw, the *City* may, by its employees agents and contractor enter the *premises* containing the contravention and remove the *waste* or take such other action that is necessary to remedy the contravention and may charge and invoice the *owner* the actual cost of such action with a minimum charge of \$400.00.

## **PART 11 FEES AND CHARGES**

11.1 The collection and disposal rates set out in Schedule “F” of this Bylaw are hereby imposed for *City* residential and commercial collection services and for general disposal of *solid wastes* at the *Landfill Site*, which rates are payable by the *owner* of the *premises* receiving the services or the *person* using the *Landfill Site*.

### **Mandatory Service**

11.2 Subject to section 10.3 of this Bylaw, the rates set out in Schedule “F” of this Bylaw for residential collection services are due and payable regardless of whether:

- a) the *dwelling unit* or *units* on the *premises* are occupied;
- b) the *owner* makes use of the service; or
- c) the service is interrupted or altered in any manner.

11.3 An *owner* may request in writing to be exempted from charges for residential *solid waste* collection for a *dwelling unit* if any of the following applies:

- a) the *dwelling unit* is temporarily rendered uninhabitable because of fire or other similar disaster; or

- b) the *dwelling unit* is serviced by an approved alternate service and the *owner* has provided the name of the collection service to be used and the date private collection service will start; or
  - c) the *dwelling unit* will be unoccupied for a period of no less than three months.
- 11.4 The *City* may require an *owner* requesting an exemption under section 11.3 of this Bylaw to enter into an agreement with the *City* regarding the discontinuation of collection service to the *premises* and requiring the *owner* to notify the *City* if the *dwelling unit* becomes occupied.
- 11.5 Should the *City* become aware that the *dwelling unit* has been occupied without prior notification, or that the private collection service has been terminated without reinstating *curbside collection service*, the *City* shall cancel the grant of exemption and shall back charge all fees as if no exemption was given, plus a 10% late payment penalty.
- 11.6 Payment of Accounts:
- a) **Residential Accounts** shall be paid on an annual basis. Instalment payments can be made for any amount at any time. Interest shall be paid on these payments at the discretion of the Financial Administrator.
  - b) **Commercial Accounts** shall be rendered monthly or quarterly and shall be due and payable at the designated *City* Collection Office on or before the last working day of the month or quarter. Quarter means any three-month period ending on the last day of March, June, September, or December.
  - c) **Landfill Site Disposal Charges** will be rendered monthly for those *persons* with an established credit account with the *City* and shall be due and payable on or before the 30<sup>th</sup> day after the invoice date. Where a *person* liable for disposal fees does not have an established credit account, the fee payment must be made in cash to the *Landfill Site* staff prior to leaving the *Landfill Site*.
- 11.7 Failure to receive mail will not be recognized as valid excuse for failure to pay rates when due.

**Outstanding Fees and Charges Added to Taxes:**

- 11.8 Any charge or fee payable by the *owner* in relation to a *premises*, if unpaid after December 31, shall be added to the taxes to the *premises* as taxes in arrears and shall be subject to interest and recovered in the same manner as municipal property taxes.

**PART 12 OFFENCES AND PENALTIES**

**Bylaw Contravention:**

- 12.2 Any *person* who contravenes any provision of this Bylaw for which a specific penalty has not otherwise been specified commits an offence of this Bylaw.
- 12.3 Every *person* who commits an offence punishable on summary conviction shall be liable to pay a fine of not less than \$1,000 and not more than \$50,000.
- 12.4 Where an offence under this Bylaw is of a continuing nature, each day that the offence continues or is permitted to exist shall constitute a separate offence.
- 12.5 This Bylaw may be enforced under the *Offence Act*, R.S.B.C. 1996, chapter 338, or the *City of Prince Rupert Ticket Information Bylaw No. 2783, 1992*, as may be amended or replaced from time to time.

12.6 Nothing in this Part affects any other right or remedy of the *City* in respect of any violation of any provision of this Bylaw.

**PART 13    REPEAL**

**Repeal**

13.1 Solid Waste Management Bylaw No. 3480, 2021 is hereby repealed.

READ A FIRST TIME this \_\_\_\_ day of \_\_\_\_\_, 2024.

READ A SECOND TIME this this \_\_\_\_ day of \_\_\_\_\_, 2024.

READ A THIRD TIME this \_\_\_\_ day of \_\_\_\_\_, 2024

READ A FOURHT & FINAL TIME this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer

**SCHEDULE “A”**  
**Collection and Disposal of Solid Wastes Bylaw No. 3550, 2024**

**UNACCEPTABLE WASTES FOR CITY COLLECTION SERVICE**

The following *waste* materials will not be collected by *City* collection forces and shall not be placed by any *person* in any *bin* or other location for collection by the *City*:

1. *prohibited waste*
2. *controlled waste*
3. *liquid waste*
4. *trade waste* to be collected from residential *premises*
5. *industrial wastes*
6. *dead animals*
7. *oversized items of any kind*
8. *demolition or construction waste*
9. *wood or wood waste*
10. *garden waste*, grass and leaves
11. *trees*
12. *hedge clippings*
13. *an invasive plant listed in the Invasive Plants Regulation, B.C. Reg. 18/2004*
14. *rocks*
15. *discarded furniture or appliances*
16. *metal scraps*
17. *cardboard*
18. *Any other waste material determined by the Director of Operations to be unacceptable*

**SCHEDULE “B”**  
**Collection and Disposal of Solid Wastes Bylaw No. 3550, 2024**

**PROHIBITED WASTES**

The following *wastes* are prohibited from disposal at the Landfill Site:

1. hazardous (including pathogenic and radioactive) *wastes*
2. “hazardous wastes” as defined by the *Environmental Management Act* (BC).
3. any substance prescribed as “waste” by regulation under the *Environmental Management Act* (BC), unless such substance is expressly permitted as a *controlled waste*
4. biomedical *waste*, other than non-anatomical waste generated by hospitals, laboratories, doctors’ offices, clinics, veterinarians and similar facilities which has been sterilized, and clearly identified as being sterilized, in a ‘Certified Sterilization Facility’ and as defined in the CCME Draft Code of Practice for the Management of Biomedical Waste in Canada (June 1991)
5. explosive substances
6. chemicals or other materials which may create hazardous working conditions
7. inflammable materials
8. hot ashes or other materials hot enough to start combustion
9. waste vegetable oil, petroleum, petroleum by-products including oil, used oil filters or equipment lubricant filters
10. contaminated water waste, being water which contains more than a minor trace, as determined by the Director of Operations, of a petroleum/grease product and includes wastewater from facilities where maintenance or lubrication of vehicle/equipment components are washed or where solvents are used for removal of paint, grease or oils
11. water or waste having a pH lower than 5.3 or higher than 9.5 or having any other corrosive property that could reasonably be expected to cause damage or injury to structures, equipment or personnel engaged in the operation or maintenance of the sewage system or to harm or disrupt biological sewage treatment processes, including but not limited to, battery acid or plating acid and waste, copper sulfate, chromium salts and compounds, and salt brine
12. *solid waste* containing excrement other than small amounts of domestic pet *waste*
13. tanks, barrels, drums, pails, and other large liquid vessels that are not empty, unless authorized by the Director of Operations
14. creosote painted/pressure treated material
15. contaminated soils, unless authorized by the Director of Operations
16. tires
17. batteries
18. corrugated cardboard from commercial sources

19. appliances containing metal, including refrigerators, freezers, washing machines, dishwashers, clothes dryers, ranges, stoves, furnaces, air conditioners and hot water tanks
20. wire rope
21. any other material deemed by the Director of Operations or the Medical Health Officer as hazardous, unacceptable, or unsuitable for disposal at the Landfill Site

**SCHEDULE “C”**  
**Collection and Disposal of Solid Wastes Bylaw No. 3550, 2024**

**CONTROLLED WASTES**

The following *waste* materials may be accepted at the *Landfill Site* upon approval from the *Director of Operations*, but because of their inherent nature or quantity may be subject to special handling and disposal techniques to avoid creating health hazards, nuisances, or environmental pollution:

1. asbestos
2. *liquid waste* and sludges including sewage
3. dead animals and animal parts (including bones, feathers, skin, hair, nails and teeth)
4. invasive plants listed in the *Invasive Plants Regulation*, B.C. Reg. 18/2004
5. contaminated soils acceptable to the Director of Operations
6. non-contaminated wastewater acceptable to the Director of Operations
7. soot
8. mobile homes
9. automobile bodies, automobile parts, or boat hulls.
10. tanks, barrels, drums, pails and other large liquid vessels, that are empty.
11. gypsum
12. lumber, timber, logs, etc., longer than 3.6 metres (12 ft)
13. grain
14. sandblast sand
15. non-processed Fish Waste (salmon, crab, sea urchins, etc.)

**SCHEDULE “D”**  
**Collection and Disposal of Solid Wastes Bylaw No. 3550, 2024**

**CURBSIDE RECYCLABLE MATERIALS**

*Waste* materials accepted for curbside collection when placed in the designated curbside *recycling bins* are defined by *Recycle BC*, as may be amended or altered by *Recycle BC* from time to time, but generally include:

1. Printed Papers, examples of which include newspapers, newspaper inserts, magazines, catalogues, telephone directories, envelopes and greeting cards
2. Old Corrugated cardboard, examples of which include but are not strictly limited to grocery store boxes, liquor store boxes, and clean pizza boxes
3. Other Paper Packaging (containing liquids when sold), examples of which include but are not limited to non-foam paper cups, milk and juice cartons, soup and broth cartons, paper soup bowls, and microwaveable paper containers
4. Other Paper Packaging (not containing liquids when sold), examples of which include but are not limited to cereal boxes, shoe boxes, paper towel and toilet paper tubes, soft drink boxes, egg cartons, cardboard drink trays, paper bags and paper frozen food packaging
5. Rigid Plastic, examples of which include plastic jugs with caps (for milk, cooking oil, fabric softener, etc.) plastic bottles with screw caps (for food, dish soap, mouthwash, pills and vitamins, etc.), plastic jars with wide mouths and screw lids (for peanut butter, jam, condiments, vitamins, etc.), plastic cannabis packaging, plastic clamshells (for baked goods, fruit, produce, etc.) plastic tubs and lids (for margarine, yogurt, cottage cheese, ice cream, etc.) plastic take-out cups with lids, plastic garden pots and trays, plastic pails less than 25L (for laundry detergent, ice cream, pet food, etc.), microwavable bowls and cups, empty plastic single-use coffee and tea pods, and rigid plastic packaging with paper removed (for toys, toothbrushes, batteries, etc.)
6. Steel and aluminum containers, examples of which include aluminum and steel cans and lids, aluminum foil wrap and take out containers, empty aluminum aerosol containers (for air fresheners, shaving cream, deodorant, foam insulation, etc.), and food tins.

All materials listed above must be cleaned of any food or other product and be dry before placing in a *recycling bin* for collection. Any material listed above contaminated with food or other product will not be accepted for collection.

**SCHEDULE “E”**  
**Collection and Disposal of Solid Wastes Bylaw No. 3550, 2024**

**WASTES ACCEPTED AT THE SPECIAL MATERIALS SITE**

The following *waste* materials only are accepted for disposal at the *Special Materials Site*:

1. muskeg, berm material, and overburden, (including grass and branches).
2. cement products (including protruding rebar).
3. metal products (no allowable contamination).
4. approved *sorted building debris* such as clean wood, but excluding drywall or gypsum.
5. clean wood (pallet boards, etc.). No treated wood products.
6. steel frames from mobile homes.
7. tin, steel and aluminum.

The foregoing accepted materials exclude any leachable material or any loose material that can be wind swept.

# SCHEDULE “F”

## Collection & Disposal of Solid Wastes Bylaw No. 3550, 2024

### FEES AND CHARGES

All fees, rates, and charges in this Schedule include a 2% Asset Management Reserve Fee, being a surcharge collected to repair, replace and upgrade the waste and recyclable service infrastructure assets

	2024	2025	2026	2027	2028
<b>CITY COLLECTION FEES</b>					
<b>Residential Collection Service (Section 5.1 (a))</b>					
Per <i>dwelling unit</i> , minimum <b>annual</b> charge for collection of <i>solid waste</i>	\$538.97	\$571.31	\$605.59	\$641.93	\$680.45
Per <i>dwelling unit</i> , additional <b>annual</b> charge for 240L refuse collection	\$104.04	\$220.00	\$233.20	\$247.19	\$262.02
For <i>dwelling units</i> situated above or behind trade premises or for single Owner with >20 dwellings, per <i>dwelling unit</i> minimum <b>quarterly</b> charge for collection of <i>solid waste</i>	\$134.74	\$142.82	\$151.39	\$160.47	\$170.10
<b>Commercial Collection Service (Section 5.1 (b))</b>					
Minimum quarterly charge for two (2) bins picked up twice per week.	\$415.46	\$440.39	\$466.81	\$494.82	\$524.51
Charge for each additional garbage bin above two (2)	\$11.46	\$24.30	\$25.75	\$27.30	\$28.94
<b>Bin Fees (Sections 5.9 and 6.11)</b>					
Exchange fee to change 120 litre to 240 litre bin or vice versa		\$25.00	\$26.50	\$28.09	\$29.78
Repair of bin wheels, handle, or lid	\$25.00	\$27.00	\$29.00	\$31.00	\$33.00
Replacement of 120 litre bin	\$50.00	\$53.00	\$56.00	\$59.00	\$63.00
Replacement of 240 litre bin	\$70.00	\$74.00	\$78.00	\$83.00	\$88.00
Credit for bin returned after replacement	(40.00)	(\$42.00)	(\$45.00)	(\$47.00)	(\$50.00)
<b>Additional Fees (Section 10.2(f)(ii))</b>					
Failure to use approved bin for curbside collection of solid waste	\$50.00	\$53.00	\$56.00	\$90.00	\$63.00

Overfilling of bin beyond lid height causing materials to spill		\$50.00	\$53.00	\$56.00	\$59.00	\$63.00
Contaminating materials in curbside		\$50.00	\$53.00	\$56.00	\$59.00	\$63.00
Clean up of City property		Actual cost (\$150.00 Minimum)	Actual cost (\$186.00 Minimum)	Actual cost (\$197.00 Minimum)	Actual cost (\$209.00 Minimum)	Actual cost (\$222.00 Minimum)
<b>Actual Cost Hourly Rates (Section 10.1 and 10.4)</b>						
Clerical & First Aid Attendant			\$96.00	These hourly rates are subject to change annually, starting 2026, based in part on Collective Agreement Bargaining.		
Engineering Technologist			\$94.00			
Equipment Operator I			\$91.00			
Equipment Operator II			\$103.00			
Foreman			\$106.00			
Labourer			\$91.00			
Mechanic/Welder			\$118.00			
Utility Foreman			\$113.00			
Other			\$91.00			
City Vehicles and Equipment	The hourly rental rate for the vehicle or equipment as specified in the current year's Blue Book Rental Rate Guide as published by BC Road Builders and Heavy Construction Association in partnership with the Ministry of Transportation					
<b>USE OF DISPOSAL SITE – CASH RATES</b>						
Fees for disposing of <i>waste</i> at the <i>Disposal Site</i> is measured by weight (tonne) on the scale provided at the site unless otherwise stated. All rates are per tonne unless otherwise stated. Cash rates include debit and credit cards. Minimum rates apply per load.						
<b>General Waste Disposal</b>						
Regular Tipping Fees	Resident	183.00	\$194.00	\$206.00	\$218.00	\$231.00
	Minimum	11.00	\$12.00	\$12.00	\$12.00	\$12.00
	Non-Res	255.00	\$270.00	\$286.00	\$303.00	\$321.00
	Minimum	12.00	\$17.00	\$17.00	\$17.00	\$17.00
Temporary Worker's Residence (upon approval)	Resident	465.00	\$493.00	\$523.00	\$554.00	\$587.00
	Non-Res	651.00	\$690.00	\$731.00	\$775.00	\$822.00
<b>Controlled Waste Weekdays</b>						
Non-processed fish waste	Resident	612.00	\$649.00	\$688.00	\$729.00	\$773.00
	Non-Res	857.00	\$908.00	\$962.00	\$1,020.00	\$1,081.00
Non-contaminated Water Waste (upon approval)	Resident	228.00	\$242.00	\$257.00	\$272.00	\$288.00
	Non-Res	320.00	\$339.00	\$359.00	\$381.00	\$404.00

Liquid Waste and Sludge includes sewage	Resident	75.50	\$150.00	\$159.00	\$169.00	\$179.00
	Non-Res	113.40	\$210.00	\$223.00	\$236.00	\$250.00
Waste that requires immediate burial	Resident	430.00	\$456.00	\$483.00	\$512.00	\$543.00
	Non-Res	604.00	\$640.00	\$678.00	\$719.00	\$762.00
<b>Controlled Waste After Hours, Weekends &amp; Holidays</b>						
Regular tipping fees plus additional charge per load of:	Resident	446.00	\$473.00	\$501.00	\$531.00	\$563.00
	Non-Res	625.00	\$663.00	\$703.00	\$745.00	\$790.00
Any Controlled Waste without a specified disposal charge shall be charged the general disposal rate for the particular site (General or Recycle) that is directed to by staff						
<b>Non-Operational Scale Fees</b>						
In the event that the Landfill Site scales provided are not operational, all <i>solid waste</i> delivered to the Landfill Site shall be subject to the following charges, according to the type of vehicle delivering the <i>waste</i> and without taking into consideration the volume or weight of the <i>waste</i> contained in the vehicle.						
Standard size garbage bags up to 6 bags	Resident	\$8.50	\$12.00	\$12.00	\$12.00	\$12.00
	Non-Res	\$11.90	\$17.00	\$17.00	\$17.00	\$17.00
Automobiles including cars, vans, SUVs, small trucks and single axle trailer with tire inner diameter of less than 10" (25 cm)	Resident	\$13.40	\$18.00	\$18.00	\$18.00	\$18.00
	Non-Res	\$18.70	\$25.50	\$25.50	\$25.50	\$25.50
Tandem trailer with sides more than 1 metre (3 ft)	Resident	\$37.80	\$40.10	\$42.50	\$45.10	\$47.80
	Non-Res	\$52.40	\$55.50	\$58.80	\$62.30	\$66.00
One (1) ton units	Resident	\$41.20	\$43.70	\$46.30	\$49.10	\$52.00
	Non-Res	\$56.10	\$59.50	\$63.10	\$66.90	\$70.90
Single axle dump truck	Resident	\$497.40	\$527.20	\$558.80	\$592.30	\$627.80
	Non-Res	\$697.20	\$739.00	\$783.30	\$830.30	\$880.10
Tandem dump truck	Resident	\$814.80	\$863.70	\$915.50	\$970.40	\$1,028.60
	Non-Res	\$1,142.80	\$1,211.40	\$1,284.10	\$1,361.10	\$1,442.80
Single axle side load 20 yd Refuse Truck (low compaction)	Resident	\$873.50	\$925.90	\$981.50	\$1,040.40	\$1,102.80
	Non-Res	\$1,225.10	\$1,298.60	\$1,376.50	\$1,459.10	\$1,546.60
Single axle side load 20 yd Refuse Truck (mid-high compaction)	Resident	\$1,406.10	\$1,490.50	\$1,579.90	\$1,674.70	\$1,775.20
	Non-Res	\$1,968.00	\$2,086.10	\$2,211.30	\$2,344.00	\$2,484.60
	Resident	\$1,751.70	\$1,856.80	\$1,968.20	\$2,086.30	\$2,211.50

Tandem side load 30 yd Refuse Truck (mid-high compaction)	Non-Res	\$2,450.00	\$2,597.00	\$2,752.80	\$2,918.00	\$3,093.10
Front load Refuse Truck	Resident	\$1,490.70	\$1,580.10	\$1,674.90	\$1,775.40	\$1,881.90
	Non-Res	\$2,086.80	\$2,212.00	\$2,344.70	\$2,485.40	\$2,634.50
Roll on/off Tandem with open container	Resident	\$1,020.40	\$1,081.60	\$1,146.50	\$1,215.30	\$1,288.20
	Non-Res	\$1,428.50	\$1,514.20	\$1,605.10	\$1,701.40	\$1,803.50
Roll on/off Tandem with compactor style container	Resident	\$1,607.10	\$1,703.50	\$1,805.70	\$1,914.00	\$2,028.80
	Non-Res	\$2,251.40	\$2,386.50	\$2,529.70	\$2,681.50	\$2,842.40

**USE OF SPECIAL MATERIALS SITE – CASH RATES**

Recycling under one tonne – minimum charge	Resident	\$5.00	\$6.00	\$6.00	\$6.00	\$6.00
	Non-Res	\$7.00	\$8.00	\$8.00	\$8.00	\$8.00
Recycling above one tonne	Resident	\$17.70	\$18.80	\$19.90	\$21.10	\$22.40
	Non-Res	\$24.60	\$26.10	\$27.70	\$29.40	\$31.20
Muskeg	Resident	\$57.20	\$55.00	\$58.30	\$61.80	\$65.50
	Non-Res	\$80.10	\$77.00	\$81.60	\$86.50	\$91.70
Automobiles for recycling (as authorized)	Resident	\$57.30	\$60.70	\$64.30	\$68.20	\$72.30
	Non-Res	\$78.90	\$83.60	\$88.60	\$93.90	\$99.50

**OTHER LANDFILL SITE CHARGES – CASH RATES**

Use of Scale	Resident	\$32.40	\$34.30	\$36.40	\$38.60	\$40.90
	Non-Res	\$43.60	\$46.20	\$49.00	\$51.90	\$55.00
Clean Cover Material	Resident	\$32.40	\$34.30	\$36.40	\$38.60	\$40.90
	Non-Res	\$43.60	\$46.20	\$49.00	\$51.90	\$55.00
Sand (as authorized)	Resident	\$161.30	\$171.00	\$181.30	\$192.20	\$203.70
	Non-Res	\$225.70	\$239.20	\$253.60	\$268.80	\$284.90
Tipping fees plus Disposal of Controlled or Prohibited Waste without prior approval (per item).	Resident	\$680.00	\$720.00	\$760.00	\$810.00	\$860.00
	Non-Res	\$970.00	\$1,030.00	\$1,090.00	\$1,160.00	\$1,230.00

**UNCOVERED OR INSECURE LOADS**

General Waste Disposal fees will be doubled when Commercial Vehicles attend the disposal site with an uncovered or an insecure load, such that matter can fall from or blow out of the vehicle.

**NON-PROFIT ORGANIZATIONS FEE**

Non-profit groups may apply to have a 50% reduction in their landfill tipping fees to a maximum of \$3,000 annually when authorized by the Director of Operations or their designate. This approval must be granted prior

to attending the disposal site. Any other requests for financial assistance must be directed to City Council.

#### **INVOICE RATES – LANDFILL SITE**

Invoice rates will be 12% higher than the cash rate identified in this Schedule.

#### **BILLING AND EARLY PAYMENT REWARD**

Accounts paid in full by the due date on the Billing Statement may be entitled to receive a ten percent (10%) reduction. Any payments received after the close of business day at Prince Rupert City Hall on the due date are not eligible for the discount. Payments made at a Financial Institution must be received by the *City* on or before the application due dates in order for the customer to qualify for the discount. Non-receipt of the utility bill will not be recognized as a valid excuse for failure to pay the rates when due. Early payment reductions do not apply to fees charged under the Bin Fees and Specific Penalties categories described above.

#### **UNPAID FEES AND CHARGES**

Any amounts imposed under this Schedule remaining unpaid on the thirty-first (31st) day of December in any year shall be deemed to be taxes in arrears in respect of the parcels of land concerned and such sums shall be recovered with interest, in the same manner as ordinary municipal taxes upon land in accordance with the applicable provisions of the Community Charter and Local Government Act. Furthermore, these accounts will also be subject to a late fee of ten percent (10%).

**GST is applicable on the fees and charges.**

# CITY OF PRINCE RUPERT

## COLLECTION AND DISPOSAL OF SOLID WASTES BYLAW NO. 3550, 2024

### A BYLAW REGULATING THE COLLECTION AND DISPOSAL OF SOLID WASTES

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The Council of the City of Prince Rupert in an open meeting enacts as follows:

#### **PART 1 – INTERPRETATION**

##### **Title**

1.1. This Bylaw may be cited as “Solid Waste Management Bylaw No. 3550, 2024”.

##### **Definitions**

1.2. In this **Bylaw**:

“**active face**” means the area of the *disposal site* that is currently being filled with *solid waste*;

“**actual cost**” means all charges incurred by the *City* with respect to the work performed, including, but not limited to, invoiced costs for wages, overhead, equipment, materials, contracted services and other miscellaneous charges and including, where applicable, the cost of using *City* employees and equipment charged at the hourly rates specified in Schedule “F” of this Bylaw, plus a 15% administration fee;

“**approved disposal site**” means a site for the deposit and disposal of *solid waste*, *special materials*, or both, which is either owned or operated by the *City* or authorized by the *City* as a disposal site;

“**attendant**” means a *person* authorized to direct and control access to a *Landfill Site*;

“**bin**” means a vessel used to hold *waste* and subject to the regulations under Part 6 of this Bylaw;

“**City**” means the City of Prince Rupert;

“**controlled waste**” means *waste* that is approved for disposal at a *Disposal Site* that, because of its inherent nature or quantity, requires special handling and disposal techniques to avoid creating health hazards, nuisances, or environmental pollution, and which includes those *wastes* listed in Schedule “C” of this Bylaw;

“**curbside collection service**” means the service provided under this Bylaw by the *City* for the collection and removal of *solid waste*;

“**curbside recyclable materials**” means those materials accepted by the *City’s curbside collection service* and listed in Schedule “D” of this Bylaw;

“**Director of Operations**” means the person holding the title of “Director of Operations” at the *City*, or their designate;

“**Disposal Site**” means that area of a *Landfill Site* which accepts *solid wastes* other than certain *special materials*;

“**dwelling unit**” means any building, or one or more rooms connected together within a building, for residential occupancy as a single housekeeping unit with cooking, eating, living,

sleeping, and sanitary facilities and having a separate entrance, but does not include a unit within any building containing a store, or a *multiple family premises*;

**“Landfill Site”** means any landfill or other area for the disposal of *waste* operated by the *City* and includes an area of land located off Ridley Island Road that contains a *Disposal Site*, a *Special Materials Site* and a *Septic Disposal Site*;

**“liquid waste”** means wastewater, fats, and oil products or any other *waste* material that is in liquid form at the time of disposal and includes stormwater, sewer and *septic wastes*, sludge products, waste cooking oil, liquid hydrocarbon products or lubricants;

**“Liquid Waste Disposal Application”** means the application found in Schedule “G” for a Liquid Waste Disposal Authorization to discharge approved *liquid waste* at the *Septic Disposal Site*.

**“multiple family premises”** means a building or part thereof that is, or is intended to be, for residential occupancy, usually with cooking, eating, living, sleeping, and sanitary facilities, and having a common entrance to four or more such *dwelling units*, and includes apartment buildings, hotels, motels, tenement houses, lodging houses, rooming houses, boarding houses, or any business block that is, or is intended to be, occupied by four or more *persons* in individual rooms or *dwelling units*, or where there are any number of *dwelling units* situated above or behind a *trade premises* within that block;

**“owner”** includes:

- (a) the registered owner of any lands and *premises* situated within the *City*, and their agent, heir, executor, or administrator; and
- (b) the lessee or occupier of the lands and *premises*;

**“person”** includes natural persons of either sex, associations, co-partnerships and corporations, whether acting by themselves or by a servant, agent or employee;

**“premises”** means land composed of one or more parcels along with any building or group of buildings which may be located thereon and includes buildings located on land under common ownership or management;

**“prohibited waste”** means *solid waste* that is not acceptable at the *Landfill Site* and includes those *wastes* listed in Schedule “B” of this Bylaw;

**“Recycle BC”** means the provincial organization responsible for residential recycling throughout the province of British Columbia;

**“recycling bin”** means the *bin* designated by the *City* for the curbside collection of *curbside recyclable material*;

**“refuse bin”** means the *bin* designated by the *City* for the curbside collection of *solid waste*, excluding *curbside recyclable material*;

**“resident”** means an owner of lands and *premises* situated within the boundaries of the *City*;

**“Septic Disposal Site”** means an area of a Landfill Site which accepts septic waste.

**“septic waste”** means the liquid and water borne wastes derived from the ordinary living processes, free from *prohibited waste* and *controlled waste*, including industrial wastes and cooking oil;

**“service period”** means the period of time between scheduled *solid waste* collection services;

**“solid waste”** means any *waste* that originates from residential, commercial, industrial,

institutional, demolition, land clearing, or construction sources or activities, or any other source, including *curbside recyclable materials* and *special materials* but excluding *liquid waste* or effluent;

“**sorted building debris**” means construction or building demolition materials that have been manually or mechanically separated into products of clean wood, metals, and masonry materials, with no amounts of other mixed contaminants (e.g., very small pieces of drywall, gypsum, tar paper, wiring);

“**special materials**” means the materials described in Schedule “E” of this Bylaw;

“**Special Materials Site**” means an area of a *Landfill Site* which accepts *special materials*;

“**temporary worker residence**” means residences, including related facilities and infrastructure, used for workers' temporary accommodation to support a project within or outside the geographical boundaries of the *City*;

“**trade premises**” means any commercial or industrial *premises*, including a shop, café, restaurant, eating house, club, drive-in lunch counter, wholesale or retail business place, office block, or a *premises* containing a building other than a *dwelling unit* or a *multiple family premises*;

“**trade waste**” means *waste* resulting from the operation of a *trade premises*;

“**unacceptable waste**” means those materials listed in Schedule “A” of this Bylaw;

“**waste**” means discarded, rejected or abandoned materials, substances or objects, including both *liquid waste* and *solid waste* products.

- 1.3. Wherever the singular or masculine is used in the Bylaw the names shall be deemed to include the plural or the feminine or the body politic or corporate, and also their respective heirs, executors, administrators, successors and assigns.

### **Interpretation**

- 1.4. If any portion of this Bylaw is held to be invalid or illegal, that portion is to be severed from this Bylaw, and the remaining portions must be read and construed as being separate and distinct from the severed portion.

## **PART 2     APPLICATION AND ADMINISTRATION**

- 2.1. This Bylaw applies to *waste* generated or disposed of within the *City's* boundaries or at a *Landfill Site*.
- 2.2. The *City* hereby establishes and continues the following services, which services are to be administered by the *Director of Operations*:
- (a) a *curbside collection service*; and
  - (b) a *Landfill Site*.

### **Entry onto Property**

- 2.3. The *City*, its employees, and its authorized agents and contractors may enter property:
- (a) for the purpose of collecting, removing and disposing of *waste* at reasonable times during any day of the week; or
  - (b) to conduct an inspection or to take action as authorized by section 16 of the *Community Charter*.

## Schedules

2.4. The schedules attached to this Bylaw form part of this Bylaw and any fee or charge described in a schedule is hereby imposed under this Bylaw.

### PART 3 PROHIBITIONS

3.1. No *person* shall:

- (a) dispose of any type of *waste*, except in accordance with this Bylaw, and all other applicable municipal, provincial and federal laws;
- (b) cause, allow or permit any *waste* to collect, accumulate or remain on *premises*, unless it is securely contained in a *bin* or container provided by a private collector meeting the specifications of this Bylaw;
- (c) cause or allow a noxious, offensive, or unwholesome *waste*, odour, matter or substance to remain or accumulate upon their *premises* or be left for collection through the *curbside collection service*
- (d) deliver, place, bury or dump, or cause or allow to be delivered, placed, buried or dumped, any *waste* anywhere in the *City* other than at a *Landfill Site* or an *approved disposal site*;
- (e) place *solid waste* on or in front of another *person's premises* without the permission of that *person*;
- (f) place *solid waste* in another *person's bin* or in a container used by private contractors without the permission of that *person* or private contractor, as the case may be;
- (g) deposit *solid waste* from a residential property, *trade premises* or institutional *premises* into a *City* garbage receptacle located in a public area.
- (h) cause, allow or permit any *bin* to be filled above the top of the *bin*, or any plastic bag, in such a way that the lid or cover cannot be closely fitted or the plastic bag cannot be securely fastened;
- (i) deposit or leave any *waste* or other discarded material on any highway, public place or *premises* other than the *premises* on which the *solid waste* was generated, and no *person* shall remove *solid waste* from a *premises* except for the purpose of disposal in accordance with this Bylaw;
- (j) transport any *waste* without securing the load in an enclosure, under a cover or such other methods to ensure that all of the *waste* material will reach the *Disposal Site* without spillage;
- (k) place, or allow to be placed, any *unacceptable waste* at curbside for collection by the *City*;
- (l) place, or allow to be placed, *waste* generated outside the geographical boundaries of the *City* for collection under the *curbside collection service*, unless the collection of such *waste* is expressly permitted under this Bylaw;
- (m) place, or allow to be placed, any material other than *curbside recyclable materials* in a *recycling bin* designated for the curbside collection of those materials by the *City*;
- (n) cause, allow or permit *curbside recyclable materials* or *special materials* to be discarded as *waste*;

- (o) remove, take, salvage or convert for their own purpose, any *solid waste* placed at any curbside collection location as part of the *curbside collection service* unless the *person* is:
  - i. the *person* who initially placed the material at curbside for collection by the *City*; or
  - ii. an employee or agent of the *City* authorized to provide the *curbside collection service*;
- (p) interfere with, threaten or in any way obstruct any employee or agent of the *City*, including an employee or agent engaged in the provision of a *curbside collection service*;
- (q) cause, allow or permit any *waste* which could reasonably be expected to attract wildlife or does attract wildlife, including but not limited to kitchen *waste*, food products, pet food, bird feed, compost, grease, fruit, honey, salt, or chemical products to be deposited or kept outdoors on any *premises*;
- (r) place wet *waste* in any *bin* unless it is drained of excess moisture and wrapped in waterproof material;
- (s) place in, allow to run into, or to accumulate in a *bin*, any *liquid waste*;
- (t) throw, sweep, or place any *solid waste* onto any *premises*, street, lane, walkway, sidewalk, or other public place in the *City*;
- (u) deposit or dispose of in a *Landfill Site* any of the materials outlined in Schedule “B” (*prohibited wastes*), attached to and forming part of this Bylaw;
- (v) allow refuse of any kind to drop from or be blown from any vehicle or *premises* onto any other *premises*, street, lane, walkway, sidewalk, or other public place in the *City*; and
- (w) dispose of *waste* if the vehicle used to transport the *waste* exceeds the weight restrictions of the weigh scale. Split-weighting is not permitted.

#### **PART 4     DUTIES OF OWNERS**

##### **Duty to Remove Waste**

- 4.1 Every *owner* of *premises* shall, at least once each applicable *service period*, dispose of any *waste* produced on such *premises* through any of the following means:
  - a) by the *City's curbside collection service* and in accordance with Part 5 of this Bylaw;
  - b) by a private *waste* collection service licensed by the *City*;
  - c) by otherwise removing or arranging for the removal of the *waste* to an *approved disposal site* for the *waste* being deposited.
- 4.2 *Owners* of *premises* listed in section 5.2 of this Bylaw shall, at their cost, make arrangements for *waste* collection by a private *waste* collection service provider approved and licensed by the *City* that disposes of *waste* at an *approved disposal site*.
- 4.3 The *City* shall not provide for the collection and disposal by means of the *curbside collection service* of any *wastes* other than *solid waste* and *curbside recyclable materials*. Every *owner* of a *premises* must provide for the legal collection and disposal of all other *waste* products not eligible for collection under the *curbside collection service*.

- 4.4 An *owner* of any *solid waste* that cannot be placed in a *bin* or that may cause harm to the collector must arrange to have the *solid waste* disposed of at a *Landfill Site* in designated locations, or as directed by an *attendant*, and must pay the designated disposal fee.

## **PART 5 CURBSIDE WASTE COLLECTION SERVICE**

### **Collection Service**

- 5.1 The *curbside collection service* consists of:
- a) collection of approved residential *solid waste* from any *dwelling unit*; and
  - b) collection of commercial *solid waste* from any *trade premises* or *institutional premises* comprising of two (2) or fewer *bins* in total per collection day.
- 5.2 Despite section 5.1 of this Bylaw, the *City* shall not be required to collect *solid waste* from:
- a) a *multiple family premises*;
  - b) a *trade premises* that has placed more than two (2) *bins* for collection;
  - c) an industrial *premises*;
  - d) any *premises* to which access from a street is inadequate for collection service as determined by the Director of Operations;
  - e) any *premises* outside the urban containment boundary which by its lack of proximity to other *premises* being provided collection service would result in excessively high costs or time being allocated to service as determined by the Director of Operations; or
  - f) any *premises* the Director of Operations determines is unsafe to service;

### **Frequency of Collection**

- 5.3 The *service period* for the purposes of this Bylaw is:
- a) in the case of *waste* to be collected by a *curbside collection service*, every three weeks or such shorter period determined by the collection schedule published on the City's website; and
  - b) in the case of *waste* to be collected by a private waste collection service or otherwise disposed of by an *owner*, one week.
- 5.4 The *City* shall prepare and make available to all *residents* an annual schedule for *curbside collection service* prior to the beginning of each calendar year.
- 5.5 Unless otherwise approved by the *Director of Operations* and scheduled accordingly, residential *solid waste* shall be collected once during each *service period*.
- 5.6 Where a collection day falls on a statutory holiday observed by the *City*, the schedule for residential collection will be adjusted to account according to the annual schedule prepared each year.
- 5.7 Unless otherwise approved by the *Director of Operations* and scheduled accordingly, commercial *solid waste* shall be collected twice during each *service period*, on Monday and Thursday (other than on holidays recognized by the *City*).

## Quantity of Collection

- 5.8 The service included in the basic residential collection charge is for the collection of one 120 litre *refuse bin* and one 240 litre *recycling bin* per *dwelling unit* each *service period*.
- 5.9 An *owner* may request that they be provided with a 240 litre *refuse bin*, and upon making such a request will be charged for both the exchange fee and annual fee for service for the larger collection volume specified in Schedule “F” of this Bylaw;
- 5.10 An *owner* who has been issued a 240 litre *refuse bin* may request that their *bin* be exchanged for a 120 litre *refuse bin* and upon doing so will be charged the applicable exchange fee and will have their annual fee for service as described in Schedule “F” of this Bylaw reduced on a pro-rated basis for the remainder of the year.
- 5.11 An *owner* may only receive a change to the size of their *refuse bin* in accordance with sections 5.9 and 5.10 of this Bylaw once per calendar year.

## General Conditions of Service

- 5.12 The *City* may refuse to collect any *waste* which is not acceptable at a *Landfill Site* or which does not comply with the provisions of this Bylaw or any other material deemed by the *Director of Operations* to be unacceptable.
- 5.13 The *City* does not guarantee the provision of any service under this Bylaw to anyone and shall not be liable for any damages suffered or costs incurred by any *person* by reason of the failure of the *City* to supply *curbside collection service*.
- 5.14 No *person* is relieved of the obligation to observe the requirements of all applicable municipal, provincial and federal laws by reason of the services provided by the *City*.
- 5.15 The *City* will not be responsible for damaged *bins* or the accidental collection of goods not intended to be placed for collection in the event that such goods are left in garbage bags or *bins*.

## PART 6 REFUSE AND RECYCLING BINS

### General Specifications

- 6.1 All residential *bins* shall be inventoried and assigned to the address of each *dwelling unit* and must be retained in a sanitary condition at the assigned address.
- 6.2 All residential *bins* remain the property of the *City*, and shall not be intentionally discarded, lost, tampered with, or damaged in any way.
- 6.3 The *City* shall provide a new *dwelling unit* with a 120 litre *refuse bin* and a 240 litre *recycling bin* upon issuance of an Occupancy Permit and shall charge the *owner* the fee for such *bins* set out in Schedule “F” of this Bylaw.
- 6.4 The *owner* of any *dwelling unit* may request a different sized *bin* in accordance with section 5.9 and 5.10 of this Bylaw.

### Placement of Bins

- 6.5 *Bins* must be stored in a location that does not encroach upon or project over any highway or other public place except during times that the *bins* are put out for collection in accordance with this Bylaw.
- 6.6 A *person* placing a *bin* out for *City* collection shall ensure:
- a) the *bin* is only placed out for collection on a scheduled day for collection;

- b) *solid waste* placed in the *refuse bin* is contained within durable plastic bags that are properly fastened and closed;
- c) *Curbside recyclable materials* are placed loose within the recycling *bin* and that the recycling *bin* contains no plastic bags of any kind;
- d) *solid waste* within the *refuse bin* is loaded to a height not less than 5 centimeters (2 inches) from the top rim of the *bin*;
- e) where *premises* are serviced by street collection, that the *bin* is set out not more than 1.2 metres (4 feet) back from the curb or traveled portion, whichever is applicable, of the collection roadway in a location clearly visible to collection workers;
- f) where *premises* are served by a lane collection, that the *bin* is easily accessible at the lane;
- g) that no *bin* is placed next to another person's *bin*, placed otherwise with the garbage of others, or placed on the inside of a fence or hedge on collection day;
- h) that no *bin* is placed so as to obstruct vehicles or pedestrians;
- i) that pathways used to access the *bin* are cleared of all snow, ice, and other hazards; and
- j) no *bin*, together with its contents, weighs more than 45kg.

6.7 In the event there is more than one possible collection roadway for *solid waste collection*, the *Director of Operations* shall specify the location of collection.

### Collection Time

6.8 Every *owner* of a *dwelling unit* served by *City* collection services shall, on the regular collection day for that *dwelling unit*, ensure that all *solid waste* is placed at curbside for collection by 7:00 am. All *bins* shall be removed from the curb by 11:59pm on collection day.

6.9 Every *owner* of a *trade premises* served by *City* collection services shall, on the regular collection day for that *premises*, ensure that all *solid waste* is placed at curbside for collection by 9:00 am. All emptied *bins* shall be removed from the curb by 11:59pm on collection day.

6.10 *City* collectors **will not**:

- a) return for *solid waste* that was not placed at curbside for collection at the times designated in Sections 6.8 and 6.9 of this Bylaw; and
- b) collect *solid waste* that is not accessible by a safe, cleared pathway.

### Repair and Replacement

6.11 A *person* may request the repair or replacement of a *bin* by paying the applicable fee set out in Schedule "F" of this Bylaw.

6.12 If a *bin* provided by the *City* are damaged through regular use, and where the damage is not attributable to intent or neglect on the part of the *owner*, the *owner* of a *premise* may request that a *bin* be repaired or replaced without charge.

6.13 The *Director of Operations* may refuse to repair or replace a *bin* at no charge, if the *Director of Operations* finds that the damage was the result of intent or neglect.

## **PART 7 PRIVATE WASTE COLLECTION SERVICE**

### **Private Collection**

- 7.1 Any *person* may collect *waste* within the City's boundaries, provided that the *person* obtains the necessary licences and comply with all applicable municipal, provincial and federal laws and do not interfere with the *City waste collection service* or the recycling system operated by the North Coast Regional District.
- 7.2 Every *owner* of a *premises* that is not eligible for *curbside collection service* shall arrange to rent receptacles from a private *waste* collection firm and shall, on the regular collection day for that *premises*, cause to be removed all *waste* from all *premises* of the *owner*.

### **Private Containers**

- 7.3 Every *person* who engages with a licensed contractor for the removal of *solid waste* or *liquid waste* shall:
- a) use only those containers supplied or specified by the contractor; and,
  - b) keep the container(s) and the area around them in a condition that is not noxious, offensive, objectionable, or dangerous to the public or to public health.

### **Responsibilities of Private Contractors**

- 7.4 All private contractors operating within the *City* must comply with the following regulations:
- a) Containers provided by the contractor must at all times be:
    - i. kept in good repair; and
    - ii. designed and maintained so as to prevent the intrusion of rain water or wildlife into the container and so as to contain any and all liquids comprising part of, or which escape from, the *solid waste*; and
    - iii. approved by the *Director of Operations*;
  - b) All vehicles used by the contractor for the collection of *solid waste* that is prone to rot or putrefy must be of a closed metal type, suitably designed to contain the liquid by-products of any rotting or putrefaction;
  - c) Subject to the provisions of the *City's* Noise Control Bylaw, the contractor must only do collections in and adjacent to residential areas between 7:00 a.m. and 9:00 p.m.;
  - d) All collecting, transporting, processing, converting or salvaging of any *solid waste* by the contractor must be carried out in a manner that is not offensive or objectionable to neighbours, and shall include the prompt delivery of the *solid waste* to an *approved disposal site*;
  - e) Any *solid waste* that is collected by the contractor and will not immediately be processed, converted or salvaged, must be transported as directly as possible as per applicable regulations or next business day to an *approved disposal site*;
  - f) No *waste* collected by the contractor shall be disposed of outside of the *City's* boundaries unless:
    - i. The *waste* is of a nature that it cannot be safely disposed of at an *approved disposal site*; or
    - ii. The contractor has the written permission of the Director of Operations;

- g) All containers used by the contractor or their customers must be kept on private *premises* at all times, unless approved by the *Director of Operations* to occupy a street, lane, walkway, sidewalk, or other public place;
- h) The contractor must provide its customers with suitable, and a sufficient number of, containers so that the containers themselves, and the area around the containers, remains in a condition not noxious, offensive, objectionable, or dangerous to the public or to public health;
- i) The contractor must ensure that areas around containers must be kept clean of all *solid waste* deposited outside of the container, whether the container is used by the private contractor or its customers;
- j) The contractor must deposit all septic wastewater collected by it at the *Landfill Site*. Collected septic wastewater is not permitted to be dumped at any other location within the municipality; and,
- k) Any contractor that intends to deposit approved *liquid or septic waste* at the *Landfill Site* or *Septic Disposal Site* must submit and receive approval of a *Liquid Waste Disposal Application* as outlined in Schedule “G” of this Bylaw prior to deposit.

## **PART 8      CONSTRUCTION WASTE**

8.1 No *person* carrying out building construction, maintenance, renovation, or demolition within the *City* shall:

- a) place or dump the *waste* accumulating from such construction or other operations on any lane, street, walkway, sidewalk or any public place; or
- b) accumulate such *waste* on the *premises* where such construction or operations are being carried out without disposing of the *waste* at an *approved disposal site* within a reasonable time.

## **PART 9      LANDFILL SITE REGULATIONS**

### **Permitted and Prohibited Waste at Landfill:**

9.1 The following *solid wastes* are permitted at the *disposal site*:

- a) *controlled wastes* listed on Schedule “C” of this Bylaw, but subject to section 9.8 of this Bylaw;
- b) cover, being material that is gravel or soil, compactable and does not contain large pieces of debris;
- c) low risk and high risk garbage offloaded from foreign vessels which has written approval from the Canadian Food Inspection Agency in the form of a “Certificate for Disposal of Low Risk International Garbage”; and
- d) all other *solid waste* that may be accepted under the City’s operational permits and does not contain *prohibited waste, curbside recyclable materials, special materials* or is otherwise prohibited under this Bylaw.

9.2 The following is permitted at the *Special Materials Site*:

- a) *special materials* listed in Schedule “E” of this Bylaw; and
- b) *sorted building debris*, that does not include large pieces, is comingled or is otherwise

rejected by an *attendant*.

9.3 The following is permitted at the *Septic Disposal Site*:

- a) Septic wastewater that does not contain any other material, including *prohibited waste* or food grease or oils.

9.4 Despite sections 9.1 to 9.3 of this Bylaw:

- a) all loads for the *Special Materials Site* that are delivered on Saturday must have prior written approval from the *Director of Operations* before being accepted and pay the additional fee specified in Schedule "F" of this Bylaw.
- b) the *City* may ban, refuse, or otherwise control the type and nature of *waste* which is to be deposited at the *Landfill Site*, and the *attendant* on duty or the *Director of Operations* may refuse any *waste* material that they consider unacceptable.

**General Disposal Regulations:**

9.5 No *person* attending or using the *Landfill Site* shall:

- a) Deposit any *waste* without completing all forms required by the attendant for the purpose of confirming the source and nature of *waste*.
- b) deposit *solid waste* or *liquid waste* without first having it weighed on the scales at the *Landfill Site*;
- c) deposit *liquid waste* without first advising the *attendant* the location of collection;
- d) deposit or dispose of any *controlled waste* contrary to the special handling or disposal rules posted at the *Landfill Site* or communicated by the *attendant* or the *Director of Operations*;
- e) cause or allow *waste* to be spilled at the *Landfill Site*;
- f) drive a vehicle anywhere on the *Landfill Site* except on roads provided by the *City* for that purpose unless otherwise instructed;
- g) act in a manner contrary to the posted *Landfill Site* regulations;
- h) fail to pay the applicable disposal fee prescribed by this Bylaw for the deposit of *waste*;
- i) deposit any *solid waste* at the *Landfill Site* until any outstanding disposal fees and/or scale use charges and interest owing thereon have been paid in full;
- j) enter the *Landfill Site* in a vehicle if the vehicle's load exceeds the permitted weight limits set out in the regulations passed pursuant to the *Motor Vehicle Act*, or the *Commercial Transport Act*;
- k) exceed the posted speed limits;
- l) enter the *Landfill Site* with a load that has not been secured to, or confined within, a vehicle in such a manner that it cannot fall from or blow out of the vehicle while the vehicle is in transit;
- m) enter the *Landfill Site* with a commercial vehicle that has an uncovered load;
- n) deposit *waste* in any place or manner other than as directed by the *attendant* or *Landfill Site* staff;
- o) remove *waste* from the *Landfill Site* except with prior written approval of the *Director of Operations*;

- p) loiter on the *Landfill Site*. All vehicles must proceed directly to the designated dumping area and leave the *Landfill Site* as soon as possible after unloading;
- q) use the wash down facility to wash out the interior of truck boxes unless they have been granted access to deposit *waste* at the *active face*;
- r) smoke within the *Landfill Site*; or
- s) deposit *waste* containing an invasive plant listed in the *Invasive Plants Regulation*, B.C. Reg. 18/2004 except with the express permission of the Director if Operations.

#### **Wash Down Facility:**

- 9.6 When the wash down facility is operational, the tires and undercarriages of vehicles permitted access to the *active face* for the disposal of *waste* must be washed down at the wash down facility prior to leaving the *Landfill Site*.

#### **Material Ownership:**

- 9.7 All materials accepted by the *City* at the *Special Materials Site*, unless unlawfully deposited, shall become the property of the *City*, and may be sold or otherwise disposed of at the *City's* discretion.

#### **Buildings, Mobile Homes, Boats & Trailer Demolitions:**

- 9.8 *Controlled waste* that is scrap and debris from residential house, mobile home, boats and trailer demolitions may be deposited at the *Landfill Site*, if the load:
- a) is screened;
  - b) is scrap and debris-no whole unit mobile homes, boats or trailers will be permitted on the scale;
  - c) contains no *prohibited waste*;
  - d) has asphalt roofing separated, weighed at the scale house, and unloaded in accordance with the directions of the *attendant* for unloading at the *Disposal Site*;
  - e) has all *sorted building debris* remaining after separation of asphalt roofing weighed at the scale house and unloaded at the *Special Materials Site* in accordance with the directions of the *attendant*;
  - f) has all other large pieces or amounts of asphalt roofing disposed of as general *waste* at the *Disposal Site* shall apply; and,
  - g) has all wood or metal roofing materials be separated and transported to the *Recyclable Site*;
  - h) has steel trailer frames separated and taken to the *Special Materials Site*;
  - i) contains no tires, including tires attached to rims;
  - j) contains no fuel tanks, engines, oils and fluids.

#### **Disposal by Non-profit Organizations:**

- 9.9 An incorporated non-profit organization or society which exists for educational, recreational or charitable reasons may make a written application to the Director of Operations requesting that it pay the "non-profit organization" disposal rate for using the *Landfill Site* and the Director of

Operations may require the organization or society to provide any further information that they require to determine the application.

## **PART 10 SUSPENSION AND REMEDIAL CLEAN UP**

### **Suspension and additional fees**

- 10.1 If a *person* deposits, disposes of or discharges *waste* or other material at the *Landfill Site* in contravention of this Bylaw or otherwise contravenes section 9.5 of this Bylaw, the *City* may:
- a) take all steps necessary to remedy the contravention, including to remove and properly dispose of the *prohibited waste* and material as applicable;
  - b) invoice and recover from the *person* the actual cost of removal and the cost of remedying any damage caused by the prohibited conduct.
- 10.2 If the *owner* of a *premises* places *waste* out for collection and:
- a) uses a vessel that is not an approved *bin*;
  - b) overfills a *bin*;
  - c) places materials other than *curbside recyclable materials* in a *recycling bin*;
  - d) places more than the two bins permitted under section 5.1(b) of this Bylaw;
  - e) places *waste* in an unsecure manner such that the *waste* is spread by animals, birds or wind onto *City* property; or
  - f) otherwise fails to comply with a requirement of this Bylaw;
- the *City* may:
- i) decline to collect the *waste* and may place a notice of non-compliance on the *waste*;
  - ii) remove the *waste* or other material and charge the applicable fee under Schedule “F” of this Bylaw; and
  - iii) suspend *curbside collection service* by delivering a notice of suspension to the *premises* advising of the period of the suspension or the steps that the *owner* must take before the suspension will be lifted.
- 10.3 If an *owner* contravenes a provision of this Bylaw, including section 3.1 or 8.1, the Director of Operations may order the *owner* to remedy the contravention within such time as the *Director of Operations* deems reasonable.
- 10.4 If an *owner* fails to comply with an order made under section 10.3 of this Bylaw, the *City* may, by its employees agents and contractor enter the *premises* containing the contravention and remove the *waste* or take such other action that is necessary to remedy the contravention and may charge and invoice the *owner* the actual cost of such action with a minimum charge of \$400.00.

## **PART 11 FEES AND CHARGES**

- 11.1 The collection and disposal rates set out in Schedule “F” of this Bylaw are hereby imposed for *City* residential and commercial collection services and for general disposal of *solid wastes* at the *Landfill Site*, which rates are payable by the *owner* of the *premises* receiving the services or the *person* using the *Landfill Site*.

## **Mandatory Service**

- 11.2 Subject to section 10.3 of this Bylaw, the rates set out in Schedule “F” of this Bylaw for residential collection services are due and payable regardless of whether:
- a) the *dwelling unit* or *units* on the *premises* are occupied;
  - b) the *owner* makes use of the service; or
  - c) the service is interrupted or altered in any manner.
- 11.3 An *owner* may request in writing to be exempted from charges for residential *solid waste* collection for a *dwelling unit* if any of the following applies:
- a) the *dwelling unit* is temporarily rendered uninhabitable because of fire or other similar disaster; or
  - b) the *dwelling unit* is serviced by an approved alternate service and the *owner* has provided the name of the collection service to be used and the date private collection service will start; or
  - c) the *dwelling unit* will be unoccupied for a period of no less than three months.
- 11.4 The *City* may require an *owner* requesting an exemption under section 11.3 of this Bylaw to enter into an agreement with the *City* regarding the discontinuation of collection service to the *premises* and requiring the *owner* to notify the *City* if the *dwelling unit* becomes occupied.
- 11.5 Should the *City* become aware that the *dwelling unit* has been occupied without prior notification, or that the private collection service has been terminated without reinstating *curbside collection service*, the *City* shall cancel the grant of exemption and shall back charge all fees as if no exemption was given, plus a 10% late payment penalty.
- 11.6 Payment of Accounts:
- a) **Residential Accounts** shall be paid on an annual basis. Instalment payments can be made for any amount at any time. Interest shall be paid on these payments at the discretion of the Financial Administrator.
  - b) **Commercial Accounts** shall be rendered monthly or quarterly and shall be due and payable at the designated *City* Collection Office on or before the last working day of the month or quarter. Quarter means any three-month period ending on the last day of March, June, September, or December.
  - c) **Landfill Site Disposal Charges** will be rendered monthly for those *persons* with an established credit account with the *City* and shall be due and payable on or before the 30<sup>th</sup> day after the invoice date. Where a *person* liable for disposal fees does not have an established credit account, the fee payment must be made in cash to the *Landfill Site* staff prior to leaving the *Landfill Site*.
- 11.7 Failure to receive mail will not be recognized as valid excuse for failure to pay rates when due.

## **Outstanding Fees and Charges Added to Taxes:**

- 11.8 Any charge or fee payable by the *owner* in relation to a *premises*, if unpaid after December 31, shall be added to the taxes to the *premises* as taxes in arrears and shall be subject to interest and recovered in the same manner as municipal property taxes.

**PART 12 OFFENCES AND PENALTIES**

**Bylaw Contravention:**

- 12.2 Any *person* who contravenes any provision of this Bylaw for which a specific penalty has not otherwise been specified commits an offence of this Bylaw.
- 12.3 Every *person* who commits an offence punishable on summary conviction shall be liable to pay a fine of not less than \$1,000 and not more than \$50,000.
- 12.4 Where an offence under this Bylaw is of a continuing nature, each day that the offence continues or is permitted to exist shall constitute a separate offence.
- 12.5 This Bylaw may be enforced under the *Offence Act*, R.S.B.C. 1996, chapter 338, or the City of Prince Rupert Ticket Information Bylaw No. 2783, 1992, as may be amended or replaced from time to time.
- 12.6 Nothing in this Part affects any other right or remedy of the *City* in respect of any violation of any provision of this Bylaw.

**PART 13 REPEAL**

**Repeal**

13.1 Solid Waste Management Bylaw No. 3480, 2021 is hereby repealed.

READ A FIRST TIME this \_\_\_\_ day of \_\_\_\_\_, 2024.

READ A SECOND TIME this this \_\_\_\_ day of \_\_\_\_\_, 2024.

READ A THIRD TIME this \_\_\_\_ day of \_\_\_\_\_, 2024

READ A FOURHT & FINAL TIME this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer

**SCHEDULE “A”**  
**Collection and Disposal of Solid Wastes Bylaw No. 3550, 2024**

**UNACCEPTABLE WASTES FOR CITY COLLECTION SERVICE**

The following *waste* materials will not be collected by *City* collection forces and shall not be placed by any *person* in any *bin* or other location for collection by the *City*:

1. *prohibited waste*
2. *controlled waste*
3. *liquid waste*
4. *trade waste* to be collected from residential *premises*
5. industrial *wastes*
6. dead animals
7. oversized items of any kind
8. demolition or construction *waste*
9. wood or wood *waste*
10. garden *waste*, grass and leaves
11. trees
12. hedge clippings
13. an invasive plant listed in the Invasive Plants Regulation, B.C. Reg. 18/2004
14. rocks
15. discarded furniture or appliances
16. metal scraps
17. cardboard
18. Any other *waste* material determined by the Director of Operations to be unacceptable

**SCHEDULE “B”**  
**Collection and Disposal of Solid Wastes Bylaw No. 3550, 2024**

**PROHIBITED WASTES**

The following *wastes* are prohibited from disposal at the Landfill Site:

1. hazardous (including pathogenic and radioactive) *wastes*
2. “hazardous wastes” as defined by the *Environmental Management Act* (BC).
3. any substance prescribed as “waste” by regulation under the *Environmental Management Act* (BC), unless such substance is expressly permitted as a *controlled waste*
4. biomedical *waste*, other than non-anatomical waste generated by hospitals, laboratories, doctors’ offices, clinics, veterinarians and similar facilities which has been sterilized, and clearly identified as being sterilized, in a ‘Certified Sterilization Facility’ and as defined in the CCME Draft Code of Practice for the Management of Biomedical Waste in Canada (June 1991)
5. explosive substances
6. chemicals or other materials which may create hazardous working conditions
7. inflammable materials
8. hot ashes or other materials hot enough to start combustion
9. waste vegetable oil, petroleum, petroleum by-products including oil, used oil filters or equipment lubricant filters
10. contaminated water waste, being water which contains more than a minor trace, as determined by the Director of Operations, of a petroleum/grease product and includes wastewater from facilities where maintenance or lubrication of vehicle/equipment components are washed or where solvents are used for removal of paint, grease or oils
11. water or waste having a pH lower than 5.3 or higher than 9.5 or having any other corrosive property that could reasonably be expected to cause damage or injury to structures, equipment or personnel engaged in the operation or maintenance of the sewage system or to harm or disrupt biological sewage treatment processes, including but not limited to, battery acid or plating acid and waste, copper sulfate, chromium salts and compounds, and salt brine
12. *solid waste* containing excrement other than small amounts of domestic pet *waste*
13. tanks, barrels, drums, pails, and other large liquid vessels that are not empty, unless authorized by the Director of Operations
14. creosote painted/pressure treated material
15. contaminated soils, unless authorized by the Director of Operations
16. tires
17. batteries
18. corrugated cardboard from commercial sources

19. appliances containing metal, including refrigerators, freezers, washing machines, dishwashers, clothes dryers, ranges, stoves, furnaces, air conditioners and hot water tanks
20. wire rope
21. any other material deemed by the Director of Operations or the Medical Health Officer as hazardous, unacceptable, or unsuitable for disposal at the Landfill Site

**SCHEDULE “C”**  
**Collection and Disposal of Solid Wastes Bylaw No. 3550, 2024**

**CONTROLLED WASTES**

The following *waste* materials may be accepted at the *Landfill Site* upon approval from the *Director of Operations*, but because of their inherent nature or quantity may be subject to special handling and disposal techniques to avoid creating health hazards, nuisances, or environmental pollution:

1. asbestos
2. *liquid waste* and sludges including sewage
3. dead animals and animal parts (including bones, feathers, skin, hair, nails and teeth)
4. invasive plants listed in the *Invasive Plants Regulation*, B.C. Reg. 18/2004
5. contaminated soils acceptable to the Director of Operations
6. non-contaminated wastewater acceptable to the Director of Operations
7. soot
8. mobile homes
9. automobile bodies, automobile parts, or boat hulls.
10. tanks, barrels, drums, pails and other large liquid vessels, that are empty.
11. gypsum
12. lumber, timber, logs, etc., longer than 3.6 metres (12 ft)
13. grain
14. sandblast sand
15. non-processed Fish Waste (salmon, crab, sea urchins, etc.)

**SCHEDULE “D”**  
**Collection and Disposal of Solid Wastes Bylaw No. 3550, 2024**

**CURBSIDE RECYCLABLE MATERIALS**

*Waste* materials accepted for curbside collection when placed in the designated curbside *recycling bins* are defined by *Recycle BC*, as may be amended or altered by *Recycle BC* from time to time, but generally include:

1. Printed Papers, examples of which include newspapers, newspaper inserts, magazines, catalogues, telephone directories, envelopes and greeting cards
2. Old Corrugated cardboard, examples of which include but are not strictly limited to grocery store boxes, liquor store boxes, and clean pizza boxes
3. Other Paper Packaging (containing liquids when sold), examples of which include but are not limited to non-foam paper cups, milk and juice cartons, soup and broth cartons, paper soup bowls, and microwaveable paper containers
4. Other Paper Packaging (not containing liquids when sold), examples of which include but are not limited to cereal boxes, shoe boxes, paper towel and toilet paper tubes, soft drink boxes, egg cartons, cardboard drink trays, paper bags and paper frozen food packaging
5. Rigid Plastic, examples of which include plastic jugs with caps (for milk, cooking oil, fabric softener, etc.) plastic bottles with screw caps (for food, dish soap, mouthwash, pills and vitamins, etc.), plastic jars with wide mouths and screw lids (for peanut butter, jam, condiments, vitamins, etc.), plastic cannabis packaging, plastic clamshells (for baked goods, fruit, produce, etc.) plastic tubs and lids (for margarine, yogurt, cottage cheese, ice cream, etc.) plastic take-out cups with lids, plastic garden pots and trays, plastic pails less than 25L (for laundry detergent, ice cream, pet food, etc.), microwavable bowls and cups, empty plastic single-use coffee and tea pods, and rigid plastic packaging with paper removed (for toys, toothbrushes, batteries, etc.)
6. Steel and aluminum containers, examples of which include aluminum and steel cans and lids, aluminum foil wrap and take out containers, empty aluminum aerosol containers (for air fresheners, shaving cream, deodorant, foam insulation, etc.), and food tins.

All materials listed above must be cleaned of any food or other product and be dry before placing in a *recycling bin* for collection. Any material listed above contaminated with food or other product will not be accepted for collection.

**SCHEDULE “E”**  
**Collection and Disposal of Solid Wastes Bylaw No. 3550, 2024**

**WASTES ACCEPTED AT THE SPECIAL MATERIALS SITE**

The following *waste* materials only are accepted for disposal at the *Special Materials Site*:

1. muskeg, berm material, and overburden, (including grass and branches).
2. cement products (including protruding rebar).
3. metal products (no allowable contamination).
4. approved *sorted building debris* such as clean wood, but excluding drywall or gypsum.
5. clean wood (pallet boards, etc.). No treated wood products.
6. steel frames from mobile homes.
7. tin, steel and aluminum.

The foregoing accepted materials exclude any leachable material or any loose material that can be wind swept.

## SCHEDULE “F”

### Collection & Disposal of Solid Wastes Bylaw No. 3550, 2024

#### FEES AND CHARGES

All fees, rates, and charges in this Schedule include a 2% Asset Management Reserve Fee, being a surcharge collected to repair, replace and upgrade the waste and recyclable service infrastructure assets

	2024	2025	2026	2027	2028
<b>CITY COLLECTION FEES</b>					
<b>Residential Collection Service (Section 5.1 (a))</b>					
Per <i>dwelling unit</i> , minimum <b>annual</b> charge for collection of <i>solid waste</i>	\$538.97	\$571.31	\$605.59	\$641.93	\$680.45
Per <i>dwelling unit</i> , additional <b>annual</b> charge for 240L refuse collection	\$104.04	\$220.00	\$233.20	\$247.19	\$262.02
For <i>dwelling units</i> situated above or behind trade premises or for single Owner with >20 dwellings, per <i>dwelling unit</i> minimum <b>quarterly</b> charge for collection of <i>solid waste</i>	\$134.74	\$142.82	\$151.39	\$160.47	\$170.10
<b>Commercial Collection Service (Section 5.1 (b))</b>					
Minimum quarterly charge for two (2) bins picked up twice per week.	\$415.46	\$440.39	\$466.81	\$494.82	\$524.51
Charge for each additional garbage bin above two (2)	\$11.46	\$24.30	\$25.75	\$27.30	\$28.94
<b>Bin Fees (Sections 5.9 and 6.11)</b>					
Exchange fee to change 120 litre to 240 litre bin or vice versa		\$25.00	\$26.50	\$28.09	\$29.78
Repair of bin wheels, handle, or lid	\$25.00	\$27.00	\$29.00	\$31.00	\$33.00
Replacement of 120 litre bin	\$50.00	\$53.00	\$56.00	\$59.00	\$63.00
Replacement of 240 litre bin	\$70.00	\$74.00	\$78.00	\$83.00	\$88.00
Credit for bin returned after replacement	(40.00)	(\$42.00)	(\$45.00)	(\$47.00)	(\$50.00)
<b>Additional Fees (Section 10.2(f)(ii))</b>					
Failure to use approved bin for curbside collection of solid waste	\$50.00	\$53.00	\$56.00	\$90.00	\$63.00

Overfilling of bin beyond lid height causing materials to spill		\$50.00	\$53.00	\$56.00	\$59.00	\$63.00
Contaminating materials in curbside		\$50.00	\$53.00	\$56.00	\$59.00	\$63.00
Clean up of City property		Actual cost (\$150.00 Minimum)	Actual cost (\$186.00 Minimum)	Actual cost (\$197.00 Minimum)	Actual cost (\$209.00 Minimum)	Actual cost (\$222.00 Minimum)
<b>Actual Cost Hourly Rates (Section 10.1 and 10.4)</b>						
Clerical & First Aid Attendant			\$96.00	These hourly rates are subject to change annually, starting 2026, based in part on Collective Agreement Bargaining.		
Engineering Technologist			\$94.00			
Equipment Operator I			\$91.00			
Equipment Operator II			\$103.00			
Foreman			\$106.00			
Labourer			\$91.00			
Mechanic/Welder			\$118.00			
Utility Foreman			\$113.00			
Other			\$91.00			
City Vehicles and Equipment	The hourly rental rate for the vehicle or equipment as specified in the current year's Blue Book Rental Rate Guide as published by BC Road Builders and Heavy Construction Association in partnership with the Ministry of Transportation					
<b>USE OF DISPOSAL SITE – CASH RATES</b>						
Fees for disposing of <i>waste</i> at the <i>Disposal Site</i> is measured by weight (tonne) on the scale provided at the site unless otherwise stated. All rates are per tonne unless otherwise stated. Cash rates include debit and credit cards. Minimum rates apply per load.						
<b>General Waste Disposal</b>						
Regular Tipping Fees	Resident	183.00	\$194.00	\$206.00	\$218.00	\$231.00
	Minimum	10.00	\$10.00	\$10.00	\$10.00	\$10.00
	Non-Res	255.00	\$270.00	\$286.00	\$303.00	\$321.00
	Minimum	12.00	\$12.00	\$12.00	\$12.00	\$12.00
Temporary Worker's Residence (upon approval)	Resident	465.00	\$493.00	\$523.00	\$554.00	\$587.00
	Non-Res	651.00	\$690.00	\$731.00	\$775.00	\$822.00
<b>Controlled Waste Weekdays</b>						
Non-processed fish waste	Resident	612.00	\$649.00	\$688.00	\$729.00	\$773.00
	Non-Res	857.00	\$908.00	\$962.00	\$1,020.00	\$1,081.00
Non-contaminated Water Waste (upon approval)	Resident	228.00	\$242.00	\$257.00	\$272.00	\$288.00
	Non-Res	320.00	\$339.00	\$359.00	\$381.00	\$404.00

Liquid Waste and Sludge includes sewage	Resident	75.50	\$80.00	\$85.00	\$90.00	\$95.00
	Non-Res	113.40	\$210.00	\$223.00	\$236.00	\$250.00
Waste that requires immediate burial	Resident	430.00	\$456.00	\$483.00	\$512.00	\$543.00
	Non-Res	604.00	\$640.00	\$678.00	\$719.00	\$762.00
<b>Controlled Waste After Hours, Weekends &amp; Holidays</b>						
Regular tipping fees plus additional charge per load of:	Resident	446.00	\$473.00	\$501.00	\$531.00	\$563.00
	Non-Res	625.00	\$663.00	\$703.00	\$745.00	\$790.00
Any Controlled Waste without a specified disposal charge shall be charged the general disposal rate for the particular site (General or Recycle) that is directed to by staff						
<b>Non-Operational Scale Fees</b>						
In the event that the Landfill Site scales provided are not operational, all <i>solid waste</i> delivered to the Landfill Site shall be subject to the following charges, according to the type of vehicle delivering the <i>waste</i> and without taking into consideration the volume or weight of the <i>waste</i> contained in the vehicle.						
Standard size garbage bags up to 6 bags	Resident	\$8.50	\$12.00	\$12.00	\$12.00	\$12.00
	Non-Res	\$11.90	\$17.00	\$17.00	\$17.00	\$17.00
Automobiles including cars, vans, SUVs, small trucks and single axle trailer with tire inner diameter of less than 10" (25 cm)	Resident	\$13.40	\$18.00	\$18.00	\$18.00	\$18.00
	Non-Res	\$18.70	\$25.50	\$25.50	\$25.50	\$25.50
Tandem trailer with sides more than 1 metre (3 ft)	Resident	\$37.80	\$40.10	\$42.50	\$45.10	\$47.80
	Non-Res	\$52.40	\$55.50	\$58.80	\$62.30	\$66.00
One (1) ton units	Resident	\$41.20	\$43.70	\$46.30	\$49.10	\$52.00
	Non-Res	\$56.10	\$59.50	\$63.10	\$66.90	\$70.90
Single axle dump truck	Resident	\$497.40	\$527.20	\$558.80	\$592.30	\$627.80
	Non-Res	\$697.20	\$739.00	\$783.30	\$830.30	\$880.10
Tandem dump truck	Resident	\$814.80	\$863.70	\$915.50	\$970.40	\$1,028.60
	Non-Res	\$1,142.80	\$1,211.40	\$1,284.10	\$1,361.10	\$1,442.80
Single axle side load 20 yd Refuse Truck (low compaction)	Resident	\$873.50	\$925.90	\$981.50	\$1,040.40	\$1,102.80
	Non-Res	\$1,225.10	\$1,298.60	\$1,376.50	\$1,459.10	\$1,546.60
Single axle side load 20 yd Refuse Truck (mid-high compaction)	Resident	\$1,406.10	\$1,490.50	\$1,579.90	\$1,674.70	\$1,775.20
	Non-Res	\$1,968.00	\$2,086.10	\$2,211.30	\$2,344.00	\$2,484.60
	Resident	\$1,751.70	\$1,856.80	\$1,968.20	\$2,086.30	\$2,211.50

Tandem side load 30 yd Refuse Truck (mid-high compaction)	Non-Res	\$2,450.00	\$2,597.00	\$2,752.80	\$2,918.00	\$3,093.10
Front load Refuse Truck	Resident	\$1,490.70	\$1,580.10	\$1,674.90	\$1,775.40	\$1,881.90
	Non-Res	\$2,086.80	\$2,212.00	\$2,344.70	\$2,485.40	\$2,634.50
Roll on/off Tandem with open container	Resident	\$1,020.40	\$1,081.60	\$1,146.50	\$1,215.30	\$1,288.20
	Non-Res	\$1,428.50	\$1,514.20	\$1,605.10	\$1,701.40	\$1,803.50
Roll on/off Tandem with compactor style container	Resident	\$1,607.10	\$1,703.50	\$1,805.70	\$1,914.00	\$2,028.80
	Non-Res	\$2,251.40	\$2,386.50	\$2,529.70	\$2,681.50	\$2,842.40

**USE OF SPECIAL MATERIALS SITE – CASH RATES**

Recycling under one tonne – minimum charge	Resident	\$5.00	\$6.00	\$6.00	\$6.00	\$6.00
	Non-Res	\$7.00	\$8.00	\$8.00	\$8.00	\$8.00
Recycling above one tonne	Resident	\$17.70	\$18.80	\$19.90	\$21.10	\$22.40
	Non-Res	\$24.60	\$26.10	\$27.70	\$29.40	\$31.20
Muskeg	Resident	\$57.20	\$55.00	\$58.30	\$61.80	\$65.50
	Non-Res	\$80.10	\$77.00	\$81.60	\$86.50	\$91.70
Automobiles for recycling (as authorized)	Resident	\$57.30	\$60.70	\$64.30	\$68.20	\$72.30
	Non-Res	\$78.90	\$83.60	\$88.60	\$93.90	\$99.50

**OTHER LANDFILL SITE CHARGES – CASH RATES**

Use of Scale	Resident	\$32.40	\$34.30	\$36.40	\$38.60	\$40.90
	Non-Res	\$43.60	\$46.20	\$49.00	\$51.90	\$55.00
Clean Cover Material	Resident	\$32.40	\$34.30	\$36.40	\$38.60	\$40.90
	Non-Res	\$43.60	\$46.20	\$49.00	\$51.90	\$55.00
Sand (as authorized)	Resident	\$161.30	\$171.00	\$181.30	\$192.20	\$203.70
	Non-Res	\$225.70	\$239.20	\$253.60	\$268.80	\$284.90
Tipping fees plus Disposal of Controlled or Prohibited Waste without prior approval (per item).	Resident	\$680.00	\$720.00	\$760.00	\$810.00	\$860.00
	Non-Res	\$970.00	\$1,030.00	\$1,090.00	\$1,160.00	\$1,230.00

**UNCOVERED OR INSECURE LOADS**

General Waste Disposal fees will be doubled when Commercial Vehicles attend the disposal site with an uncovered or an insecure load, such that matter can fall from or blow out of the vehicle.

**NON-PROFIT ORGANIZATIONS FEE**

Non-profit groups may apply to have a 50% reduction in their landfill tipping fees to a maximum of \$3,000 annually when authorized by the Director of Operations or their designate. This approval must be granted prior

to attending the disposal site. Any other requests for financial assistance must be directed to City Council.

#### **INVOICE RATES – LANDFILL SITE**

Invoice rates will be 12% higher than the cash rate identified in this Schedule.

#### **BILLING AND EARLY PAYMENT REWARD**

Accounts paid in full by the due date on the Billing Statement may be entitled to receive a ten percent (10%) reduction. Any payments received after the close of business day at Prince Rupert City Hall on the due date are not eligible for the discount. Payments made at a Financial Institution must be received by the *City* on or before the application due dates in order for the customer to qualify for the discount. Non-receipt of the utility bill will not be recognized as a valid excuse for failure to pay the rates when due. Early payment reductions do not apply to fees charged under the Bin Fees and Specific Penalties categories described above.

#### **UNPAID FEES AND CHARGES**

Any amounts imposed under this Schedule remaining unpaid on the thirty-first (31st) day of December in any year shall be deemed to be taxes in arrears in respect of the parcels of land concerned and such sums shall be recovered with interest, in the same manner as ordinary municipal taxes upon land in accordance with the applicable provisions of the Community Charter and Local Government Act. Furthermore, these accounts will also be subject to a late fee of ten percent (10%).

**GST is applicable on the fees and charges.**



## Schedule “G”

### LIQUID WASTE DISPOSAL APPLICATION

This is an application for a Liquid Waste Disposal Authorization to discharge liquid waste at the Prince Rupert Landfill Liquid Waste Facility (LWF). The wastes accepted at the LWF are defined in the Landfill Operational Certificate and the Solid Waste Management Bylaw as:

- typical septic tank pumpage
- sewage holding tank waste
- sewage treatment plant sludge
- wash water and grit from drain sumps at Automobile Wash Facilities (Intended primarily for cars and light trucks) and parking lots
- non-contaminated water  
→ oil-grit separators must be free from collected oils. Proof of proper cleaning must be provided.

The wastes prohibited at the LWF include but are not limited to:

- industrial liquid wastes and sludges
- hazardous waste
- waste oil, cooking oil, petroleum by-products
- contaminated water waste
- rags, toxins, contaminants, grease
- any contaminated substance that will fail LC50

The City of Prince Rupert (CoPR) reserves the right to ban or otherwise control the type and nature of waste which is deposited at the Landfill. The CoPR also reserves the right to charge a fee for the disposal of any prohibited waste materials at the City disposal sites, as outlined in Bylaw No. 3550, 2024.

Nothing shall be deposited in the LWF that would cause the effluent to fail a test for marine discharge Lethal Concentration 50. After-hours discharge is not permitted unless pre-approved. The LWF operates Monday to Friday from 8:30 am to 4:30 pm. It is not open Statutory Holidays or Saturday unless pre-approved.

The generator, hauler, and their employees must not falsify information provided to the CoPR or provide misleading information, either verbally or in written format. Falsifying information may result in loss of hauler privileges, including access to the facility. All drivers are required to submit a complete and legible load manifest to the scale attendant **PRIOR** to disposal. Incompleteness or inaccurate manifests may warrant the load to be rejected, at the discretion of the City. Haulers must also have driver sign-off sheets for each driver that will be depositing liquid waste at the facility; these can be included in the application and updated as required. Drivers must have the authority to execute the declaration on behalf of the Hauler.

**Split loads are preferred at the LWF.** Split loads are loads brought to the site from a single generator and contain a single type of liquid waste. all loads being brought to site must be from a single generator and contain a single type of liquid waste. **Combined loads are not preferred at the LWF.** Combined loads are loads brought to the site from multiple generators and contain a single type of liquid waste. Combined loads will not be accepted if they contain multiple types of liquid waste.

### GENERAL INSTRUCTIONS

1. Complete the application in full and do not leave any blank spots without an explanation.
2. Indicate 'n/a' if a section does not apply to your application.
3. When necessary, use additional pages as required.
4. Send the completed application **24 Hours in advance to:**
  - a. **BY EMAIL** to: [princerupert.landfill@princerupert.ca](mailto:princerupert.landfill@princerupert.ca) and [pwmanagers@princerupert.ca](mailto:pwmanagers@princerupert.ca) . Subject line to be: 7988\_PRL\_Controlled Waste Application - Date (mm/dd/yyyy) - Hauler Name - Waste Generator Name
  - b. **BY PAPER** to: Landfill Scale House Attendant at 500 Ridley Island Road [24 hours in advance]



### SECTION A: APPLICANT INFORMATION

Applicant Name and Title:

Company Name:

Mailing Address (in full):

Phone Number:

Email:

### SECTION B: WASTE GENERATOR INFORMATION

Company Name:

Mailing Address (in full):

Contact Name and Title:

Phone Number:

Email:

### SECTION C: LOCATION OF GENERATED WASTE (SOURCE SITE INFORMATION)

Civic Address of where the waste was generated at:

City:

Parcel Identifier Number (PID):

Legal Description:

If the civic address or PID is unavailable for this location, please provide a scaled map and coordinates for the site where the waste was generated:



<p>Has the waste been generated within the North Coast Regional District?  <b>This facility cannot accept waste that has been generated outside this region.</b></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>Is the site located within the municipality of Prince Rupert?</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Please provide a summary of the business activities carried out that generated the liquid waste below:

**SECTION D: LIQUID WASTE CLASSIFICATION AND QUANTITY**

Describe works and procedures, if any, that have or will be used to treat the liquid waste **PRIOR** to disposal:

Please indicate the type of liquid waste:

Non-contaminated water     
  Wash water and grit     
  Sludge     
  Sewage  
 Septic waste     
  Other (describe)

For non-contaminated water, include with this application **a report completed by a Qualified Professional** describing the source material and sampling methodology, analysis, comparison of analysis results to the most current version the BC Approved and Working Water Quality Guidelines for Freshwater and Marine Aquatic Life, and attesting that the water meets both the short-term acute and long-term chronic guidelines.

**SECTION E: DISCHARGE FREQUENCY AND VOLUMES**

<p>How long is the authorization required?</p>	
--	--



If the authorization is not ongoing, identify the dates for disposal (start and ending dates)

**From** (day/month/year):

**To** (day/month/year):

Expected frequency of disposal during the authorized term

Once

Weekly

Monthly

Annually

Expected number of loads per discharge?

Expected volume of each load:

### SECTION F: CARRIER/HULER INFORMATION

Is the hauler a third party?

Yes

No

If yes, complete the following section:

Hauler Company Name:

Mailing Address (in full):

Contact Name and Title:

Phone Number:

Email:

Are drivers trained to handle biohazardous waste? Please specify.

Please note that the manifest must be completed with each load as per the included template and delivered to the scale house attendant PRIOR to waste disposal. If manifest is incomplete or inaccurate, the load may be rejected at the City's discretion.



## SECTION G: BILLING INFORMATION

Include the account number for billing of the application fee and the disposal fee as outlined in the associated Bylaw.

Account No.

Account Name:

Contact Name and Title:

Phone Number:

Email:

## SECTION H: ATTACHMENTS

Please select all attachments included in this application:

- Map of location where the waste is located and/or generated at [required if no street address provided]
- Report signed by a Qualified Professional [required for non-contaminated water]
- Lab analysis [required for non-contaminated water]
- City of Prince Rupert Business Licence
- Copy of WorkSafe BC clearance letter
- Liability insurance of \$5 million naming the City of Prince Rupert as additional insured and 30 days' notice to the additional insured for any cancellation and changes to the policy.
- Other (describe)

## SECTION I: DECLARATION

### Acceptance Agreement

The information I have provided is accurate and complete to the best of my knowledge. I know of no regulation, bylaw, or legal restriction which might prohibit the relocation of the liquid waste to the receiving site. Further, I will ensure that all permits, manifests, and other regulatory and safety requirements are met. I understand that the City of Prince Rupert may reject Liquid Waste for any reason at its discretion. This agreement is in accordance with the regulations and established fees provided in the applicable bylaws.

I understand that each load of liquid waste to site must be accompanied by a manifest from the hauler as per the City's template, as well as a signed driver sheet delivered to the scale attendant prior to disposal at the liquid waste facility.

I have read and understand that this agreement is in accordance with the regulations and established fees provided in the applicable bylaws.



**Notice of Collection of Personal Information**

The information collected on this form will be used to process the application and for the purposes of administration and enforcement. The personal information is collected under the authority of the Local Government Act and the bylaws of the City of Prince Rupert. Information submitted may be made available for public inspection pursuant to the Freedom of Information and Protection of Privacy Act. Contact the City of Prince Rupert if you have any questions regarding the use of this information.

**Standard Processing Times**

- Minimum 24 hours for standard liquid waste applications.
- Minimum 10 business days for non-contaminated water, and additional time may be required to review analytical data and QP reports.

I, the undersigned, have the authority to execute this declaration on behalf of the Hauler, and I assure the information contained in this form is complete, correct, and accurate.

Applicant Name and Title:	
Company Name:	
Phone Number:	
Email:	
Signature:	
Date:	



# Solid Waste Management Bylaw Review

## **Rationale for Proposed New Bylaw:**

The City currently uses Solid Waste Management Bylaw 3480, 2021, which did not contemplate a liquid waste site or set sufficient rates to manage the facility as a user-pay site. Staff recommends revisions to clarify language, mitigate risks, define responsibilities more clearly, and establish more controls, enforcement, and rules related to the liquid waste site. Further, the liquid waste revisions proposed are more in line with industry standards for facilities like the City's.

Over the past few years, all Landfills have become increasingly more difficult to operate; however, the City's is likely one of the most extreme. The Ministry of Environment has imposed stricter regulations on the general landfill and liquid waste site, testing requirements have increased by three times the old frequency, and the department is short-staffed and unable to find qualified operators for Lagoon operation. This is all on top of managing leachate in an extremely wet environment next to the ocean.

## **Comparison Communities Used:**

Metro Vancouver, the Regional District of Kitimat Stikine, and the Capital Regional District were used as comparison communities during the Staff review of the Solid Waste Management Bylaw, with specific attention paid to the liquid waste component.

## **Rationale for Proposed Fee Increases:**

The revisions to this proposed Bylaw are intended to more accurately reflect a cost recovery model for the provision of the respective services.

In the attached rate schedule, Staff have proposed increasing the Solid Waste Rate by 6% annually over the next 5 years. Unfortunately, this Bylaw does not allow much opportunity to adjust the Annual Rate, as the facility and utility must collectively fund themselves. As the Solid Waste Utility and costs to operate and maintain the site increase, the Rates and Fees must be adjusted along with them.

Other than the 6% increase across the board, the Staff have recommended that the minimum fee be increased from \$10 to \$12, which has a trickle-down effect on other fees within the Bylaw. One option the Council can consider is to request that the minimum fee be held at \$10. This will hold the current fee and reduce the increases it affects. The only other addition to the Bylaw Fee Schedule is credit for found or returned bins. As the description suggests, this is a credit to the ratepayer if they had to purchase a replacement bin and the bin was later found and brought back.

## **Rationale for Proposed Operational Procedure Changes:**

As the Council knows, the liquid waste site was offline due to a preventable spill by a user. The City lost several months of revenue and is currently under review for a monetary fine with the Ministry of Environment. As a result, the City has been working with its consultants and the Ministry of Environment to review its policies and procedures and open the site. Staff and their consultants have developed new policies and procedures to prevent this from happening again. These include spotting, better documentation on the generator, and not allowing combined loads. As the liability for a preventable spill



# Solid Waste Management Bylaw Review

typically lies with the generator, this new procedure would ensure that the responsible party is accountable for any preventable spill.

# CITY OF PRINCE RUPERT

## SUBDIVISION AND DEVELOPMENT SERVICING STANDARD BYLAW NO. 3546, 2024

### A BYLAW REGULATING THE SERVICING OF SUBDIVISION AND DEVELOPMENTS

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**WHEREAS** the *Local Government Act* authorizes the City to establish standards for and to regulate and require the provision of works and services in respect of subdivision and development;

**AND WHEREAS** the City desires to guide development within its boundaries for the benefit of the community by ensuring that land is subdivided in a manner that is orderly, safe and efficient, and to offset City costs in providing utilities, works, and services related to subdivision and development,

**NOW THEREFORE** the Council of the City of Prince Rupert, in an open meeting assembled, enacts as follows:

#### 1. Title

- a) This Bylaw may be cited as the City of Prince Rupert Subdivision and Development Servicing Standards Bylaw No. 3546, 2024.

#### 2. Interpretation

- a) In this bylaw:

**“Administrator”** means the person appointed by Council to administer this Bylaw or a person designated or retained by the City to act in his or her absence;

**“Alternative Water System”** means a system of waterworks which is owned, operated and maintained by a person other than the City, but does not include a system supplied by a well, water tank or reservoir that is located on the same parcel it serves;

**“Alternative Sanitary Sewer System”** means a system owned, operated and maintained by a person other than the City for the collection, treatment and disposal of sanitary sewage, which may consist of a septic tank and associated structures, pipes, fittings and pumps located on a parcel and owned, operated or maintained by the owner or occupier of the parcel;

**“Alternative Drainage and Stormwater System”** means a system of drainage works for the collection and discharge of stormwaters that does not involve a connection to a sewer operated by the City;

**“Applicant”** means the registered owner of land who applies to subdivide the land or for a building permit in relation to a proposed development, or a person duly authorized to represent the owner;

**“Approving Officer”** means the person appointed by Council under the *Land Title Act* as the approving officer for the City;

**“Building Inspector”** means a person designated by Council as the building inspector for the City;

**“Certificate of Completion”** means notice in writing issued by the City and signed by the Administrator or designate stating that all or a specified portion of the works have been completed;

**“Certificate of Substantial Completion”** means a certificate issued by the Consulting Engineer certifying that:

- i. works required under this Bylaw are completed to the extent that they are ready for use for their intended purpose; or
- ii. the total of any incomplete, defective or deficient work can be completed at an estimated cost of no more than 3 percent of the total value of the work.

**“Certificate of Final Acceptance”** means a certificate issued by the Administrator or designate confirming that no defects or deficiencies remain to be complete or corrected and the works are fully operative and have been constructed and function in accordance with this Bylaw and any Development Agreement between the owner and the City;

**“City”** means the City of Prince Rupert;

**“City Engineer”** means a person designated by Council as the Director of Operations or City Engineer for the City;

**“Community Sanitary Sewer System”** means a system owned, operated and maintained by the City for the collection, treatment and disposal of sanitary sewage;

**“Community Water System”** means a system of waterworks which is owned, operated and maintained by the City;

**“Consulting Engineer”** means a professional engineer, certified for practice in British Columbia, experienced in municipal engineering and land development, and who is retained by the Applicant to undertake the design, inspection, testing and record keeping for works;

**“Developer”** means the owner or agent of the owner of land in respect of which a subdivision or development application has been submitted to the City;

**“Development”** means the construction, alteration, repair or extension of a building or structure for which a building permit from the City is required;

**“Development Agreement”** means an agreement between the City and a developer, setting out servicing requirements, construction completion dates, fees and security to be provided by the Developer;

**“Final Approval”** means the approval of a subdivision by the Approving Officer when all relevant requirements of this Bylaw, the *Land Title Act*, the *Local Government Act*, *Community Charter* and any other relevant enactments have been fulfilled and when all conditions of preliminary approval have been fulfilled;

**“Legal Survey”** means a document prepared by a qualified B.C. Land Surveyor (ABCLS) showing where the building(s), structure(s), tree(s) and infrastructure are located on a property, showing the property’s boundary lines, together with the building footprint within those lines

**“MMCD”** means the latest edition of the Master Municipal Construction Document (MMCD) Design Guideline Manual and the MMCD Construction Specifications;

**“Owner”** has the same meaning as defined in the *Land Title Act*;

**“Parking Plan”** means a drawing illustrating the proposed off-street parking spaces including dimensions of the parking space and drive aisles. If parking spaces for persons with disabilities or small car spaces are proposed, they need to be clearly marked in the plan. A synopsis of the number of parking spaces must be included, and any variances from the zoning bylaw identified;

**“Parking Study”** means a report from a registered professional engineer that recommends a reduced number of parking spaces for a proposed development or a shared on-site parking for two or more uses within a proposed development. The report will analyze the proposed amount of parking in relation to the parking demand generated by proposed development and provide detail on any recommended transportation demand management measures;

**“Preliminary Layout Review”** means the written, conditional approval of a subdivision plan by the Approving Officer;

**“Professional Engineer”** means a person who is registered or duly licensed to practice in British Columbia under the *Engineers Governance Act*;

**“Public Utility”** means any community water system, sewer system, stormwater system, or other public infrastructure administered, operated, and/or maintained by the City of Prince Rupert;

**“Professional Geoscientist”** means a person who is registered or duly licensed to practise as a professional geoscientist in British Columbia under the *Professional Governance Act*;

**“Qualified Contractor”** means a professional with appropriate education, training and experience, fully insured and in good standing with the relevant association and includes, but not limited to, licenced builder, landscape architect, and an architect;

**“Right of Way”** means a document/agreement registered on title with the B.C. Land Title and Survey Authority in which a property owner permits the City or a public utility company such as BC Hydro or PNG, the right to use a portion of the owner’s property to install pipes, cables, etc. for the delivery of a particular service;

**“Security”** means a certified cheque or a clean, unconditional, irrevocable and automatically renewing letter of credit drawn on a chartered bank or credit union having a branch in the Province of British Columbia at which demand may be made on the letter of credit;

**“Statutory Right of Way”** means a right of way registered under section 218 of the *Land Title Act*;

**“Subdivision”** means a division of land into 2 or more parcels, whether by plan, apt descriptive words or otherwise;

**“Traffic Study”** means a report that outlines the impacts on existing and future traffic conditions resulting from the proposed developments, as well as on-site parking, loading, turning movements, and related matters, in accordance with the specifications provided by the City’s Engineering and Operations Department;

**“Works”** means any work, service or utility required to be designed, constructed and installed as a condition of subdivision or other development approval, and without limitation, includes highways, highway lighting, underground wiring and civil ductworks, curbs, gutters, sidewalks, boulevards, boulevard crossings, transit bays, landscaping, water supply and distribution, fire hydrants, collection and disposal of sewage and stormwater, and systems for controlling drainage, erosion and sediment related to construction of any of these; and,

**“Works Inspector”** means the Municipal employee authorized by the Director of Operations who shall, from time to time, make such inspections and tests of any work being carried out as he considers necessary and shall coordinate works being carried out within the municipality.

- b) This Bylaw is to be interpreted consistently with the *Local Government Act*, *Land Title Act*, *Community Charter* and other applicable enactments as the context and circumstances may require, and words and phrases in this Bylaw have the same

meanings as in those acts except as otherwise defined or described herein. A reference to a statute refers to a statute of the Province of British Columbia unless otherwise indicated, and a reference to any statute, regulation, code or bylaw refers to that enactment as amended or replaced from time to time. Headings that appear in this Bylaw are for convenience only. Words in the singular include the plural and words in the plural include the singular. Reference to a person includes a corporation, partnership, or party and their personal or other legal representatives. If any portion of this Bylaw is held to be invalid by a court of competent jurisdiction, the invalid portion is severed without effecting the remaining portions;

- c) The Master Municipal Construction Documents MMCD are endorsed as the City's General Conditions, Standard Specifications, Design Guidelines, and Standard Detail Drawings and form part of this Bylaw.

### **3. Compliance**

- a) A person must not subdivide or develop land within the City except in conformity with this Bylaw.
- b) Every Applicant must:
  - i. comply with all applicable provisions of this Bylaw and all other bylaws of the City as well as provincial and federal enactments; and
  - ii. obtain any and all required consents and approvals of any government ministry, agency or regulatory authority having jurisdiction in respect to the proposed Development.
- c) No person shall construct a building or structure in the City for which a building permit is required unless any and all of the works required by this Bylaw have been provided by the Developer, or the Developer has entered into a Development Agreement with the City to construct and install the required works by a date specified in the agreement, and provided to the City security in the amount determined by the Director of Operations in consultation with the Administrator, having regard to the cost of installing and paying for the required works.

### **4. Requirements for Subdivisions and Developments**

- a) The works required for a subdivision or development within the City include the works and services specified in Schedule 1 to this Bylaw as identified by the Approving Officer.
- b) Where works are required under this Bylaw, the applicant must engage a Professional Engineer to carry out all necessary field reviews and inspections during the construction of works required. The Professional Engineer must submit

a 'letter of commitment by engineer' certifying that the works will be carried out in compliance with this Bylaw and the approved plans, drawings and supporting documents submitted in support of the development application.

- c) Every owner of land to be subdivided or developed must, at the owner's expense, provide and grant to the City, and register in the Land Title Office, such statutory rights of way over the land as are required by the Administrator or Approving Officer for the proper operation and maintenance of the works to be provided under this Bylaw.

## **5. Application for Subdivision**

- a) Every application for a subdivision must be in writing and submitted to the Approving Officer in a form approved by the Approving Officer for such purpose, and must include, as applicable, the following information and documentation:
- i. full legal description of the parcel proposed to be subdivided and all adjacent properties;
  - ii. sketch or survey plan of the parcel to be subdivided, showing the scale of the plan, the direction of North, and showing clearly the proposed method of subdivision;
  - iii. a statement as to the existing and intended uses of the subdivided lands;
  - iv. topographic survey including location of any watercourses, ravines, steep slopes, spot elevations; break point elevations;
  - v. location and dimensions of any existing structures on the property and adjoining properties and their setbacks from existing and proposed property lines;
  - vi. utility and other rights of way located and identified;
  - vii. the boundaries of each phase of development if the proposed subdivision is to be completed in phases;
  - viii. the name and usual address of the Applicant and of the Owner if different from the Applicant;
  - ix. proof of ownership of the land proposed to be subdivided and if the Applicant is different from the owner, proof of authority to represent the owner;
  - x. a current copy of the Certificate of Title of the property proposed for subdivision;
  - xi. copies of all charges registered against the title of the property proposed for subdivision, including without limitation any and all covenants, rights of way, and easements; and,
  - xii. certificate that all taxes assessed on the subdivided land have been paid, and if local service taxes are payable by instalments, that all instalments owing at the date of the certificate have been paid.

- b) At the discretion of the Approving Officer an application for a subdivision may include, as applicable, the following information and documentation:
- i. a Legal Survey Plan showing that the parcels into which the land is subdivided can conveniently be further subdivided into smaller parcels;
  - ii. A geodetic survey identifying a contour interval of 2.0m, existing hydrological features, steep slopes (over 30%), and the geodetic elevations of the road(s) adjacent the property. For clarity, all geodetic elevations shall conform to the NAD83 Coordinates;
  - iii. profiles of every new highway shown on the plan and such topographical details as many indicate engineering problems to be dealt with in opening up the highways, including environmental impact or planning studies;
  - iv. copies of the approved development permit applicable to the development;
  - v. such other information, appearing in the City's Subdivision and Development Servicing Standards, as the Approving Officer may require in the circumstances;
  - vi. a report by a professional engineer or professional geoscientist with experience or training in geotechnical study and geohazard assessments:
    1. the effect on soil stability of disturbing natural grades or natural growth, or of changing the moisture content of the soil by developing, using or occupying land;
    2. groundwater levels and conditions; and,
    3. the risk and effects of flooding, mud flows, debris flows, debris torrents, erosion, land slip, rockfalls, or avalanche, or any combination of these.
  - vii. A tree survey plan including a windthrow assessment, hazard assessment, and species at risk assessment.
- c) In considering a subdivision the Approving Officer may request that additional information be provided by a registered professional in regards to natural and or geotechnical hazards, both on-site and off-site, which may impact the subdivision (as noted in s.86 of the *Land Title Act*). These may include but are not limited to: avalanche, debris torrent, earthquake, erosion, flooding, fire, rock fall, land slippage and unstable soils and tsunamis.
- d) The registered professional preparing the reports noted in Section 5. shall provide a statement in that report that the report in question may be relied upon by the City for the purpose of confirming the feasibility of the subdivision.
- e) An Applicant must pay all fees that apply to the application for subdivision. The Application Fee is \$500.00 for subdivision of the first Lot created and \$100.00 for every additional Lot created.

- f) The acceptance of a proposed subdivision for review by the Approving Officer must not be construed as either preliminary approval or final approval for the purposes of the *Land Title Act*.

## **6. Preliminary Layout Review, Final Approval and Acceptance**

- a) Preliminary layout review of a proposed subdivision is effective for a period of one year, following which time the subdivision application must be re-submitted along with all applicable fees.
- b) The Approving Officer may accept or reject a preliminary review or proposal and shall advise the applicant in writing of the decision and include the reasons for rejection.
- c) Upon request by an Applicant, the Approving Officer may grant an extension of time for preliminary review where, in the Officer's opinion, there has been an unavoidable delay or other special circumstances exist that would justify the extension of time.
  - i. The Approving Officer may only grant one extension for a period of up to one year; and,
  - ii. Where an extension has been previously issued and expired a new application must be re-submitted along with all applicable fees.
- d) Preliminary review of a proposed subdivision must not be construed as final approval of such subdivision for the purposes of the *Land Title Act*. The Approving Officer may revoke the preliminary review at any time.
- e) Final approval of a subdivision shall only be effective upon the signing of the subdivision plan by the Approving Officer.
- f) In applying for a Certificate of Final Acceptance of the works, the Applicant must include, as applicable or as required by the Approving Officer or Administrator:
  - i. Certificate of Completion;
  - ii. Record drawings;
  - iii. Service cards, in PDF, hard copy, AutoCAD drawing file and compatible DXF file;
  - iv. Copies of all permits and approvals from Provincial or other regulatory bodies;
  - v. Copies of materials and quality control test reports;
  - vi. Copies of infrastructure test reports confirming compliance with standards established in this Bylaw;

- vii. Copies of inspection reports including digital video of sanitary and storm sewers;
  - viii. Copies of approved shop drawings; and
  - ix. Operation and maintenance manuals.
- g) The record drawings package must be submitted within six (6) weeks of the completion of works and include the following:
- i. 2 sets of sealed paper prints;
  - ii. 1 set of AutoCAD files; and
  - iii. 1 set of digital Adobe (.pdf) files.

## **7. Subdivision or Development Abutting an Existing Road**

- a) In accordance with Section 506.03 of the *Local Government Act*, as a condition of approval of a subdivision or a condition of a building permit for a development abutting an existing road, the developer must provide works in accordance with this Bylaw up to the centreline of the Highway.
- b) At the discretion of the Approving Officer, the developer may be required to pay the City the estimated cost of the required works as described herein to be held by the City in a reserve account for construction at a future date.

## **8. 10% Frontage Requirement**

- a) Council delegates to the Approving Officer, determination of highway (road) frontage requirements and exemption of conformance to the minimum 10% frontage to perimeter requirement prescribed under s. 512 of the *Local Government Act*.

## **9. Service Updates**

- a) If works are already in existence on or in a highway, lane or right-of-way adjacent to a parcel being subdivided or on which a building is proposed to be constructed, and the works do not comply with the standards specified in the MMCD, the Developer must take all steps necessary to bring the works into compliance with the MMCD standards, and all other provisions of this Bylaw. All requirements for servicing agreements and security as set out in this Bylaw shall apply for service upgrades.

## **10. Works and Services**

- a) Every Applicant for approval of a subdivision or building permit must provide works for such development on the land being developed and where required, on the highway adjacent to that land, in accordance with this Bylaw and without limitation, using MMCD Standards.

- b) Within the bounds of a proposed subdivision or other development, all works must be provided, designed, constructed and installed by the owner at the owner's cost, to the satisfaction of the Approving Officer, Works Inspector, Director of Operations or Building Inspector, as applicable.
- c) Every Applicant must submit a detailed landscape design with a cost estimate for the supply and installation of frontage (off-site) landscape works prepared by a landscape architect or other qualified person. Cost estimates shall include supply and installation.
  - i. If in the assessment of the Approving Officer, the landscape design cannot be accomplished without compromising sound arboricultural practices, due to the size or other characteristics of the frontage, the developer shall pay cash-in-lieu to the City in the amount of 75% of total cost estimate; and,
  - ii. Root barriers shall be installed for all trees that are planted adjacent to an existing or proposed sidewalk, road, lane, storm sewer, or driveway access point
- d) Every Owner of lands to be subdivided or developed must, at the Owner's sole cost:
  - i. provide works for that subdivision or development in accordance with applicable provisions of this Bylaw; and
  - ii. design, construct and install such works to the applicable MMCD standards and specifications prescribed in this Bylaw.

## **11. Standards and Specifications**

- a) Works required by this bylaw must:
  - i. be designed in accordance with MMCD and with sound engineering principles;
  - ii. where installed by a Developer, be designed by a professional engineer licensed to practice in the Province of British Columbia;
  - iii. extend through or along the full frontage of a parcel being subdivided or built upon under a building permit, in order to facilitate service to parcels or buildings beyond;
  - iv. meet the requirements set out in the MMCD;
  - v. If the standards and specifications of other agencies having jurisdiction conflict with this bylaw, the more stringent standards and specifications shall apply; and,
  - vi. In the absence of a related guideline in this Bylaw, other manuals as specified by the Approving Officer, such as the latest edition of the Traffic

Control Devices Manual, Transportation Association of Canada (TAC), shall apply.

## 12. Alternative Water and Sewer Systems

- b) The Approving Officer may exempt an applicant from a requirement to provide waterworks, sewage collection and disposal works and drainage and stormwater collection works required under this Bylaw where:
- i. the land to be developed is capable of being served by an Alternative Water System, Alternative Sanitary Sewer System and Alternative Drainage and Stormwater System of a design satisfactory to the Approving Officer and the City Engineer;
  - ii. the Owner grants to the City a covenant under section 219 of the *Land Title Act*, by which the Owner covenants that, with the exception of the construction of the Alternative Water System, Alternative Sanitary Sewer System and Alternative Drainage and Stormwater System themselves:
  - iii. the land, or a building on or to be erected on the land, is not to be used;
  - iv. the land is not to be built on; and,
  - v. the land is not to be further subdivided except where the land is and remains served by an Alternative Water System, Alternative Sanitary Sewer System and Alternative Drainage and Stormwater System of a design satisfactory to the Approving Officer and the City Engineer.

## 13. Excess or Extended Services

- a) The City may:
- i. require a Developer to construct excess or extended services as defined in section 507 of the *Local Government Act*;
  - ii. determine whether the cost to the City to provide the excess or extended services would be excessive and, in that event, require the cost to be paid by the Developer;
  - iii. determine the benefit of the excess or extended service that may be attributed to each of the parcels of land that will be served by the services; and,
  - iv. impose latecomer charges under section 508 of the *Local Government Act*, including interest on the costs of providing the excess or extended services, calculated annually at 4 percent from the date when the services were completed to the date that the parcel connection is made.

## **14. Engineer and Contractors**

- a) An Applicant must:
  - i. employ and retain a Consulting Engineer to undertake the design, inspection, testing, certification and record keeping for works related to a subdivision or development;
  - ii. engage qualified contractors to undertake construction and installation of works; and
  - iii. ensure that all contractors, sub-contractors and individuals responsible for aspects or components of works are insured appropriately and perform their work in accordance with this Bylaw and drawings approved by the Director of Operations, Administrator or designate.

## **15. Inspection Fee**

- a) An inspection fee for a subdivision is payable on issuance by the City for design approval or for a development, and on issuance of a building permit, and/or engineering permit. The Developer must pay the applicable inspection fees established by the Operations Department.

## **16. Park Land**

- a) The Approving Officer will determine whether, pursuant to section 510 of the *Local Government Act*, park land or a payment in lieu of land is to be provided by an Applicant as a condition of subdivision approval.

## **17. No Work Prior to Design Approval of Building Permit Issuance**

- a) No person shall commence construction of any works required or regulated by this Bylaw, whether on private property or on public road, unless:
  - i. for a subdivision, the person has first received approval by the Approving Officer of design drawings and written authorization to proceed; and
  - ii. for a development, the person has first been issued a building permit by the Building Inspector and the design record drawings have been approved by the Director of Operations, Administrator or designate.

## **18. Maintenance Security and Obligations**

- a) On construction completion and prior to subdivision or development final approval:
  - i. Maintenance security shall be provided to the City in the amount of 5% of the constructed costs of works to be owned and operated by the City including but not specifically limited to roads, water, sanitary sewer, stormwater management and street lighting; and,

- ii. Maintenance security will be retained by the City for a period of 1 year from the date of final completion as certified by the developer's engineer.
- b) The Owner, at the Owner's expense, must ensure that works provided under this Bylaw are properly maintained for a period of 1 year from the date that a Certificate of Completion is issued in respect of those works, or until a Certificate of Final Acceptance has been issued by the Works Inspector, Director of Operations, or Administrator, whichever period is longer.
- c) The Owner, at the Owner's expense, must repair, modify, replace or reconstruct the works if, in the opinion of the Works Inspector, Director of Operations, or Administrator, the works are in any way defective or non-compliant with this Bylaw.
- d) Any failure to maintain, repair, modify, replace or reconstruct may be remedied by an undertaking of the City at the direction of the Works Inspector, Director of Operations, or Administrator, who may draw upon the security provided in relation to remedying the defective or non-compliant condition.

## **19. Development Agreement**

- a) All works required under this Bylaw shall be constructed and installed by the Developer before the Approving Officer approves the subdivision or the Building Inspector issues final inspection certification. Alternatively, a developer may enter into a Development Agreement with the City. The Development Agreement must include:
  - i. provision of Security in the amount of 125% of the estimated costs of the required works as determined by the Consulting Engineer and as approved by the City;
  - ii. a specified completion date, after which the City may utilize the security to complete any uncompleted works; and
  - iii. maintenance security in accordance with item 17.
- b) Partial refunds of the security will be made based on the proportion of the works completed, inspected, and if required, tested all in accordance with certified, detailed progress reports submitted by the Consulting Engineer and approved by the Approving Officer. Partial refunds will not be made more frequently than once per month and will only be permitted to a maximum of 90 percent of the value of the works completed. Any costs incurred by the City that are recoverable from the Owner will be deducted from any partial refund regardless of whether the recoverable amount relates to the same works as the partial refund.

- c) Despite any other provision of this Bylaw, the Owner shall be responsible for the actual cost of the works, regardless of the adequacy of any security deposited with the City.

## **20. Damage to City Property**

- a) If, in the course of construction or installation of the works required under this Bylaw, or otherwise in relation to a subdivision or development, property owned or held by the City is damaged or destroyed as a result of such construction, installation or works or services, the owner must, at the Owner's sole expense, restore that property to the satisfaction of the Director of Operations.

## **21. Violation**

- a) Every person who:
  - i. violates any of the provisions of the Bylaw;
  - ii. causes or permits any act or thing to be done in contravention or violation of any of the provisions of this Bylaw;
  - iii. neglects or omits to do anything required under this Bylaw;
  - iv. carries out, causes or permits to be carried out any subdivision or development in a manner prohibited by or contrary to any of the provisions of this Bylaw;
  - v. fails to comply with an order, direction or notice given under this Bylaw; or
  - vi. prevents or obstructs or attempts to prevent or obstruct the authorized entry of City staff onto property,

shall be deemed to be guilty upon summary conviction of an offence under this Bylaw.

## **22. Offence and Penalty**

- a) Every person who:
  - i. contravenes or violates any provision of this Bylaw;
  - ii. causes, suffers or permits any act or thing to be done in contravention or violation of this Bylaw; or
  - iii. who neglects to do, or refrains from doing anything required to be done by any provision of this Bylaw,

commits an offence and, upon conviction, shall be liable to pay a fine of not exceeding FIFTY THOUSAND DOLLARS (\$50,000) together with the cost of prosecution; and where the offence is a continuing one, each day the offence continues shall amount to a separate offence.

### 23. Supplementals

- a) The latest edition of the Master Municipal Construction Document (MMCD) Design Guideline Manual and the MMCD Construction Specifications is a supplemental and form part of this Bylaw.

### 24. Severability

- a) If any section, subsection, clause, sub clause, or phase of this Bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, it shall be severable from the remaining parts of this Bylaw.

### 25. Repeal

- a) The “City of Prince Rupert Subdivision Regulation Bylaw No. 3486, 2022”, and any amendments thereto, is hereby repealed.

READ A FIRST TIME this \_\_\_\_ day of \_\_\_\_\_, 2024.

READ A SECOND TIME this this \_\_\_\_ day of \_\_\_\_\_, 2024.

READ A THIRD TIME this \_\_\_\_ day of \_\_\_\_\_, 2024

READ A FOURHT & FINAL TIME this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer

**SCHEDULE 1**  
**STANDARD WORKS AND SERVICES**

<b>WORK OR SERVICE</b>	<b>Standard</b>
<b>Highway</b>	
Road Surface	MMCD
Lighting	MMCD
Curb	MMCD
Sidewalk	MMCD
Boulevard	MMCD
Boulevard Crossing	MMCD
<b>Waterworks</b>	
Water Main	Water Utility Management Bylaw, No. ____, 20____; as Amended  MMCD
<b>Sewage Collection and Disposal</b>	
Sanitary Sewer Main	Sewer Regulations and Rates Bylaw, No. ____, 20____; as Amended  MMCD
<b>Drainage and Storm Water Collection</b>	
Storm Sewer Main	Sewer Regulations and Rates Bylaw, No. ____, 20____; as Amended  MMCD
Gutters	MMCD



# Subdivision and Servicing Bylaw Review

## **Rationale for Proposed New Bylaw:**

The City currently uses the standards outlined in Subdivision and Servicing Bylaw No. 3486, 2022. During a recent subdivision application, it was apparent that the City needed to clarify servicing standards for subdivisions within the Municipal Boundary that cannot connect to the City's self-liquidating water or sewer systems. Additionally, one clerical error and one transposed number were corrected.

## **Comparison Communities Used:**

Comparison communities were not required during this review. This review was completed internally with assistance from the City's Legal Counsel.

## **Rationale for Proposed Rate Increases:**

There are no rate increases associated with this new Bylaw.

## **Rationale for Proposed Operational Procedure Changes:**

As the City sees development outside its serviceable area, it needs a solution in the Bylaw so that developers can provide on-site or other servicing solutions. Subdivision and Servicing Bylaw No. 3486, 2022, did not contemplate this and required any new development, whether serviceable or not, to be tied into the City's water and sewer system.

Option 1

**Staffs Current Proposed Bylaw Increases with Smoothing**

Proposed	Current	2025	2026	2027	2028	2029
Percent Increase		6%	6%	6%	6%	18%
Water Fees	\$ 562.87	\$ 596.64	\$ 632.44	\$ 670.39	\$ 710.61	\$ 838.52
Percent Increase		18%	18%	18%	18%	2%
Sewer Fees	\$ 529.32	\$ 624.60	\$ 737.03	\$ 869.70	\$ 1,026.25	\$ 1,046.76
Percent Increase		6%	6%	6%	6%	6%
Soild Waste	\$ 538.97	\$ 571.31	\$ 605.59	\$ 641.93	\$ 680.45	\$ 721.28
Gross	\$ 1,631.16	\$ 1,792.55	\$ 1,975.06	\$ 2,182.02	\$ 2,417.31	\$ 2,606.56
Less 10%	\$ (163.10)	\$ (179.25)	\$ (197.50)	\$ (218.20)	\$ (241.73)	\$ (260.66)
<b>Total</b>	<b>\$ 1,468.06</b>	<b>\$ 1,613.30</b>	<b>\$ 1,777.56</b>	<b>\$ 1,963.82</b>	<b>\$ 2,175.58</b>	<b>\$ 2,345.90</b>

Option 2

**Staffs Optional Bylaw Increases without Smoothing**

Proposed	Current	2025	2026	2027	2028	2029
Percent Increase		2%	7%	6%	6%	34%
Water Fees	\$ 562.87	\$ 574.13	\$ 614.32	\$ 651.18	\$ 690.25	\$ 924.93
Percent Increase		2%	45%	20%	7%	3%
Sewer Fees	\$ 529.32	\$ 539.91	\$ 782.86	\$ 939.44	\$ 1,005.20	\$ 1,037.97
Percent Increase		6%	6%	6%	6%	6%
Soild Waste	\$ 538.97	\$ 571.31	\$ 605.59	\$ 641.93	\$ 680.45	\$ 721.28
Gross	\$ 1,631.16	\$ 1,685.34	\$ 2,002.77	\$ 2,232.54	\$ 2,375.89	\$ 2,684.18
Less 10%	\$ (163.10)	\$ (168.50)	\$ (200.28)	\$ (223.26)	\$ (237.59)	\$ (268.42)
<b>Total</b>	<b>\$ 1,468.06</b>	<b>\$ 1,516.84</b>	<b>\$ 1,802.49</b>	<b>\$ 2,009.28</b>	<b>\$ 2,138.30</b>	<b>\$ 2,415.76</b>