



## REGULAR AGENDA

For the **REGULAR MEETING** of Council to be held on Monday, November 25, 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 25, 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 Special Meeting of November 12, 2024;
- ii. Minutes of the Committee of the Whole Meeting of November 12, 2024;
- iii. Minutes of the Regular Meeting of November 12, 2024;

#### **b) Correspondence for receipt**

- iv. Northern Health News Release Re: New Terrace Hospital Gifted Tsimshian Name;
- v. Letter to Mayor Pond on behalf of the Westac Board of Directors;
- vi. Email from Brian Denton Re: Intersection of 3<sup>rd</sup> Avenue and Fulton Street; and,
- vii. Letter from Brian Roberts Re: Intersection of 3<sup>rd</sup> Avenue and Fulton Street and Playground Equipment for Odd Eidsvik Park.

#### **Recommendation:**

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

### 7. REPORTS

#### **a) Report from the Director of Corporate & Legislative Services Re: Creation**

**of a Good Neighbour Bylaw.**

**Recommendation:**

THAT Council direct Staff to create a “Good Neighbour Bylaw’ to assist with the protection of the Quality of Life for its citizens and endeavor to promote the civic responsibility and further strive to encourage good relations between neighbours and the community overall.

**b) Report from the Director of Corporate & Legislative Services Re: Port City Spirits Liquor License Amendment Request.**

**Recommendation:**

THAT Council direct Staff to provide a Letter of Support to the BC Liquor and Cannabis Licensing Branch with respect to the application for Port City Spirits for an application to amend their Hours of Liquor Service to Sunday through Saturday from 10am through to 2am.

**c) Report from the Director of Corporate & Legislative Services Re: Retail Cannabis Application for 719 – 2<sup>nd</sup> Avenue West.**

**Recommendation:**

THAT Council direct Staff to provide a Letter of Support to the BC Liquor and Cannabis Licensing Branch with respect to the application for 1456412 BC Ltd. in accordance with the City of Prince Rupert’s Retail Cannabis Retail Application Policy.

**d) Report from the Chief Financial Officer Re: 2024 Five Year Financial Plan Amendment Bylaw No. 3552, 2024.**

**Recommendation:**

THAT Council proceed with consideration of the City of Prince Rupert 2024 Five Year Financial Plan Amendment Bylaw No. 3552, 2024.

**e) Report from the Chief Financial Officer and the Director of Development Services Re: Extension of Development Incentives**

**Recommendation:**

THAT Council waive application fees for residential Rezoning, Development Permit and Building Permit applications outside of the City Core that result in net new housing units until December 31, 2029, while maintaining fees for any permit renewals;

AND THAT Council waive application initial fees for all Development Permits, Building Permits, and Rezoning in the City Core until December 31, 2029, while maintaining fees for any permit renewals;

AND THAT Council direct staff to bring annual reports on the effectiveness and opportunity cost of these incentives in December of each year of this program for their consideration;

AND THAT Council consider this report in regards to the City of Prince Rupert Revitalization Tax Exemption Bylaw No. 3553, 2024.

## **8. BYLAWS**

**a) City of Prince Rupert Official Community Plan Amendment Bylaw No. 3542, 2024.**

**Recommendation:**

THAT Council give Fourth and Final Reading to the City of Prince Rupert Official Community Plan Amendment Bylaw No. 3542, 2024.

**b) City of Prince Rupert Zoning Amendment Bylaw No. 3543, 2024.**

**Recommendation:**

THAT Council give Fourth & Final Reading to the City of Prince Rupert Zoning Amendment Bylaw No. 3543, 2024.

**c) City of Prince Rupert 2024 Five Year Financial Plan Amendment Bylaw No. 3552, 2024.**

**Recommendation:**

THAT Council give First, Second, and Third reading to the City of Prince Rupert 2024 Five Year Financial Plan Amendment Bylaw No. 3552, 2024.

**d) City of Prince Rupert Revitalization Tax Exemption Program Bylaw No. 3553, 2024.**

**Recommendation:**

THAT Council give First, Second, and Third reading to the City of Prince Rupert Revitalization Tax Exemption Program Bylaw No. 3553, 2024.

**e) City of Prince Rupert Subdivision and Servicing Standard Bylaw No. 3546, 2024.**

**Recommendation:**

THAT Council give First, Second, and Third reading to the City of Prince Rupert Subdivision and Servicing Standard Bylaw No. 3546, 2024.

**f) City of Prince Rupert Sanitary and Storm Sewer Utility Management Bylaw No. 3548, 2024.**

**Recommendation:**

THAT Council give First, Second, and Third reading to the City of Prince Rupert Sanitary and Storm Sewer Utility Management Bylaw No. 3548, 2024.

**g) City of Prince Rupert Water Utility Management Bylaw No. 3549, 2024.**

**Recommendation:**

THAT Council give First, Second, and Third reading to the City of Prince Rupert Water Utility Management Bylaw No. 3549, 2024.

**h) City of Prince Rupert Solid Waste Management Bylaw No. 3550, 2024.**

**Recommendation:**

THAT Council give First, Second, and Third reading to the City of Prince Rupert Solid Waste Management Bylaw No. 3550, 2024.

**9. COUNCIL ROUND TABLE**

**10. ADJOURNMENT**



## **SPECIAL AGENDA to Close MINUTES**

For the **SPECIAL MEETING** of Council to be held on November 12, 2024, at 5:00 pm in the Council Chambers of City Hall, 424 – 3<sup>rd</sup> Avenue West, Prince Rupert, B.C.

**PRESENT:** Mayor H. Pond  
Councillor B. Cunningham  
Councillor N. Adey  
Councillor G. Randhawa  
Councillor W. Niesh  
Councillor T. Forster (Remote)  
Councillor R. Skelton-Morven (Remote)

**STAFF:** R. Pucci, Deputy City Manager  
R. Miller, Director of Corporate & Legislative Services / Corporate Officer  
C. Bomben, Chief Financial Officer

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

The Mayor called the Special Meeting of Council to order at 5:00 pm.

### **2. RESOLUTION TO EXCLUDE THE PUBLIC**

MOVED by Councillor Randhawa and seconded by Councillor Adey THAT the meeting be closed to the public under Section 90 of the Community Charter to consider items relating to one of the following:

- 90.1 (a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality.

### **3. ADJOURNMENT TO CLOSED MEETING**

Confirmed:

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MAYOR

Certified Correct:

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CORPORATE OFFICER



## **COMMITTEE OF THE WHOLE MINUTES**

For the **COMMITTEE OF THE WHOLE MEETING** of Council to be held on Tuesday, November 12, 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 (Remote)  
Councillor R. Skelton-Morven (Remote)

**STAFF:** 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 (Remote)  
N. Beauregard, Director of Recreation & Community  
Services  
V. Steward, Manager of Communications, Engagement and  
Social Development  
R. Paras, Planner

### **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 Fostre THAT the Agenda for the Committee of the Whole Meeting of Tuesday, November 12, 2024, be adopted as circulated.

CARRIED

### **3. PETITIONS**

I. **Chief Financial Officer Re: Second Public Budget Presentation 2025.**

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

**5. OPPORTUNITY FOR PUBLIC COMMENT ON THE PROPOSED 2025 BUDGET**

**I. Terry Sawka Re: 2025 Budget Presentation.**

MOVED by Councillor Randhawa and seconded by Councillor Adey THAT the meeting be adjourned to Regular Council Meeting at 7:43 pm.

CARRIED

Confirmed:

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MAYOR

Certified Correct:

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CORPORATE OFFICER



## MINUTES

For the **REGULAR MEETING** of Council to be held on Monday, November 12, 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 (Remote)  
Councillor R. Skelton-Morven (Remote)

**STAFF:** 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 (Remote)  
V. Steward, Manager of Communications, Engagement and Social  
Development  
R. Paras, Planner

### 1. CALL TO ORDER

The Mayor called the regular meeting to order at 7:44 pm. The Mayor also took the time to acknowledge the passing of former premier John Horgan.

### 2. INTRODUCTION OF LATE ITEMS

### 3. APPROVAL OF AGENDA

MOVED by Councillor Niesh and seconded by Councillor Cunningham THAT the Agenda for the Regular Council Meeting of November 12, 2024 be adopted as presented.

CARRIED

### 4. PUBLIC COMMENT(S) REGARDING AGENDA ITEMS

### 5. 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.

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

CARRIED

**6. 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.**

MOVED by Councillor Skelton-Morven and seconded by Councillor Forster 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.**

MOVED by Councillor Adey and seconded by Councillor Randhawa THAT Council considers the information provided in this Report;

AND THAT in addition to option 1 and option 2 identified in utility bylaw deliberation, that staff develop an option 3 which explores the best value for the Housing Service funding applied with the intention of relieving cost burden on tax payers for utilities, for taxes or a combination.

CARRIED

**7. COUNCIL ROUND TABLE**

**8. ADJOURNMENT**

MOVED by Councillor Cunningham and seconded by Councillor Niesh THAT the meeting be adjourned to close at 8:13 pm.

CARRIED

Confirmed:

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MAYOR

Certified Correct:

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CORPORATE OFFICER

## NEWS RELEASE

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**For Immediate Release**  
**November 06, 2024**

### **New Terrace hospital gifted Tsimshian name**

The new state-of-the-art hospital in Terrace has reached another important milestone as it has been gifted a Tsimshian name, Ksyen Regional Hospital, Terrace. The name recognizes the territory in which the hospital was built and the region it serves.

Local First Nations and municipal leaders had discussions together about the naming of the hospital. It was agreed that a Tsimshian name proposed by the Kitsumkalum First Nation would be the name submitted to be approved by the Northern Health Board of Directors and the Province.

[Ksyen](#) (KUH-see-yen) is the Sm'algayax name for the Skeena River. Sm'algayax is the language spoken by the Ts'msyen (Tsimshian) people, who have lived for thousands of years on the North Coast of British Columbia. Northern Health will be collaborating with Kitsumkalum and Kitselas on a name gifting ceremony soon.

Ksyen Regional Hospital, Terrace, will also recognize the history and important contributions that Dr. Stanley Mills and others have made to health care in the region -- including Dr. Mills' role in bringing the current hospital to the community. Dr. Mills will be recognized in the new facility with a history wall and will have the ambulatory care unit named in his honour.

“With this new hospital we now have a significant and meaningful opportunity to recognize and honour the historic past, the first peoples and the Indigenous territory that this facility is on,” said Northern Health Board chair Colleen Nyce. “I am grateful for the collective input and discussion that has brought us to this decision, and in particular I thank both Kitsumkalum and Kitselas First Nations for coming together to allow this very appropriate Tsimshian name to be used.”

Nyce added, “We will always hold the first Terrace Hospital, Mills Memorial, in our hearts with deep and lasting memory. I am so pleased that the new Ambulatory Care Unit will continue to carry the name of Dr. Mills.”

Northern Health has worked collaboratively with local and regional First Nations to ensure the new hospital is culturally safe and welcoming, through an Indigenous advisory working group which provided input on the new facility throughout the life of

the project. The new, state-of-the-art hospital is located at the north end of the current hospital grounds and is undergoing final preparations for opening.

**Learn More:**

To learn more about capital projects in Northern Health and across the province, visit: <https://www2.gov.bc.ca/gov/content/health/accessing-health-care/capital-projects>

**Media Contact:** NH media line: 877-961-7724

For Receipt



November 5, 2024

Mr. Herb Pond  
Mayor  
City of Prince Rupert  
424 3rd Ave West  
Prince Rupert, BC V8J 1L7

Dear Mayor Pond:

On behalf of the Board of Directors, I am pleased to officially welcome the City of Prince Rupert as the newest Western Transportation Advisory Council (WESTAC) member.

As you know, WESTAC is a Council of transportation leaders in business, labour and government from across Canada, focused on the long-term competitiveness of Western Canada's trade and transportation network. One of the strengths of WESTAC is the diversity of senior executives represented in our discussions. The City of Prince Rupert was previously a member for 40 years (1975-2015), and, as Western Canada's second largest gateway, I am pleased Prince Rupert will be part of these discussions again.

Western Canada's trade corridors continue to face challenges, including capacity constraints, proximity issues, sustainability, infrastructure investment, and skills shortages. WESTAC's role is to bring together leaders who are invested and interested in ongoing dialogue with transportation stakeholders to improve the system and fluidity of our trade network.

I look forward to Prince Rupert bringing a valuable perspective to WESTAC discussions and to meeting you personally at the Fall Member Forum on November 21 & 22 in Calgary.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lindsay Kislock'.

Lindsay Kislock  
President & CEO

**WESTAC**

225 - 1130 West Pender St.  
Vancouver, BC V6E 4A4  
Tel 604.687.8691  
westac.com



## Rosamaria Miller

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**From:** Brian & Penny Denton [REDACTED]  
**Sent:** November 19, 2024 12:59 PM  
**To:** Rosamaria Miller; Rosamaria Miller  
**Cc:** Doug Kydd; Ross Mcnish; Brian Roberts  
**Subject:** Flashing red light at Fulton St and 3rd Ave.

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.

November 19, 2024

Ms. Rosa Miller  
Corporate Administrator,  
City of Prince Rupert

Dear Rosa

I am writing regarding the 'new' flashing red light at the intersection of Fulton Street and 3<sup>rd</sup> Avenue, which, in my opinion and that of many others, is a vastly improved situation for both pedestrians and motorists alike. In particular:

- All motor traffic must now come to a stop at this intersection, before proceeding. This is a vast improvement to allowing traffic to proceed through this intersection, when there is a green light, at upwards, legally, to 50 km/hr.
- For pedestrians, the flashing red light slows all traffic and allows them to proceed safely through the intersection without waiting, as with the old system, for upwards to a minute, often in the rain.
- For pedestrians in particular, having all vehicles come to a stop at this intersection helps to rectify the extremely hazardous situation created by the restricted visibility motorists have of pedestrians due to vehicles parking too close to crosswalks.
- The previous lighting system at this intersection required motorists, and pedestrians, to wait for upwards to 42 seconds for the lights to change from red to green. Especially with the light traffic there often is at this intersection, waiting 42 seconds seemed like an eternity. With the flashing red light, traffic now flows more smoothly than before and no one is waiting as long as they did with the previous lighting system.
- The rumor on the street is that City Council is considering putting the previous lighting system back in place, at a budgeted cost of over \$300,000. There is a well-known saying "If it aint broken, don't fix it". This would certainly seem to apply to the new flashing light at the intersection of Fulton Street and 3<sup>rd</sup> Avenue. Everyone I talk to adamantly prefers the flashing red light, so why 'fix' it. Have there been any accidents at this

intersection since the red light has been functioning? Has the City surveyed the opinion of residents on this subject?

Thanks Rosa for considering the above comments. I would appreciate you having this letter forwarded to the Mayor and Council.

Yours truly,  
Brian Denton  
Prince Rupert.

c. Mayor and Council, City of Prince Rupert

150 Vanarsdol St.,  
Prince Rupert, B.C. V8J 1E3  
Nov. 18, 2024

The Mayor and Council,

I hope this is not received too late but I wish to comment on two items of concern that are presently being considered by council. If notices regarding a deadline were issued, the Northern View is not delivered to everyone in town and social media does not reach everyone. However .....

Item 1) The traffic lights at 3<sup>rd</sup> Ave. and Fulton St. I understand that changing back the format and timing of the traffic lights at this intersection to the old one is being considered. Please do not do this. Since this has become a 4-way flashing format the traffic here has moved much smoother and quicker through the intersection. There are no more long lines in either direction while someone is waiting to make a left turn and rarely more than one or two vehicles waiting. If there is a safety issue, I am not aware of any problems or accidents that may have occurred under the current format. This subject has come up frequently in conversations with friends and acquaintances and every comment about the present format has been positive. And finally, I understand from a very reliable and knowledgeable source that changing the timing and format of these traffic lights is perhaps a ½ hour process although I understand a rather large sum has been allocated to accomplish this. PLEASE reconsider reverting back to the old format.

Item 2) Playground equipment for the Odd Eidsvik Memorial Park. A great idea, and I hope to see it proceed, especially as several young families have moved into the area with young children. My grandchildren frequently used the equipment that was there for many years when they were small. My only concern here is the amount in the budget for putting in new equipment. I have heard it is in the neighbourhood of \$300K. Surely this is 3 or 4 times the actual amount that would be needed. I think the costs here should be revisited and a more realistic figure arrived at.

Thank you for accepting my comments.



Brian Roberts



## REPORT TO COUNCIL

### Regular Meeting of Council

**DATE:** November 25, 2024  
**TO:** Richard Pucci, Deputy City Manager  
**FROM:** Rosamaria Miller, Director of Corporate & Legislative Services  
**SUBJECT:** **Creation of a Good Neighbour Bylaw**

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#### **RECOMMENDATION:**

**THAT Council direct Staff to create a “Good Neighbour Bylaw” to assist with the protection of the Quality of Life for its citizens and endeavor to promote civic responsibility and further strive to encourage good relations between neighbours and in the community overall.**

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

The incidents of complaints regarding nuisance, noise and general property maintenance have been increasing. Bylaw spends numerous hours investigating and doing what they can to work through the various issues and while we do not get involved in “disputes between neighbours” for legal reason, there are steps we can take to help avoid some of these issues and clear-up confusion.

The City of Prince Rupert has a noise bylaw, nuisance bylaw, property maintenance bylaw, etc. however, having these regulations in one bylaw will help with the application and enforcement of the rules. This new bylaw will also assist (and require) owners to properly safeguard, secure and protect abandoned or unoccupied buildings from property damage, unauthorized entry or occupation for the protection of persons and property. Additional, some of the City’s current bylaws contain outdated and/or convoluted language which can sometimes present an issue for enforcement.

The introduction of a good neighbour bylaw will also provide for enforcement of graffiti, drug paraphernalia (for the purposes of storing, transporting or using illegal drugs in any park or public space), general nuisances and disturbances, noise and light pollution, property maintenance (including the accumulation of motor vehicles, mechanical parts and building materials), snow and ice removal, vacant buildings and maintenance thereto. Additional, there will be a provision whereby repeat nuisance calls to the same property will be subject to further enforcement.

The Municipal Ticketing Bylaw will be amended, to coincide with the creation of this new bylaw, to ensure fines and enforcement actions are appropriately captured.

Other municipalities in the Province of BC have created similar bylaws with great success. Direction to create a new bylaw, such as this, will help create a safe a beautiful community in which we all live, work and play.

**COST:**

There are no costs or budget impacts to the City.

**Report Prepared By:**

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Rosamaria Miller  
Director of Corporate & Legislative Services

**Report Reviewed By:**

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Richard Pucci,  
Deputy City Manager

Originally signed available upon request



## REPORT TO COUNCIL

### Regular Meeting of Council

**DATE:** November 25, 2024  
**TO:** Richard Pucci, Deputy City Manager  
**FROM:** Rosamaria (Rosa) Miller, Director of Corporate & Legislative Services  
**SUBJECT:** LIQUOR LICENSE AMENDMENT (HOURS OF LIQUOR SERVICE)

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#### RECOMMENDATION:

**THAT Council direct Staff to provide a Letter of Support to the BC Liquor and Cannabis Licensing Branch with respect to the application for Port City Spirits for an application to amend their Hours of Liquor Service to Sunday through Saturday from 10am through to 2am.**

#### REASON FOR REPORT:

Port City Spirits had previously applied for a liquor license amendment in order to secure a lounge area at their new location at 801 Fraser Street. The location included an indoor service area with an occupancy of 103 persons (comprised of 36 for one service areas and 67 for another service area). The license hours were originally set as 12pm to 9pm, Sunday through Thursday and 12pm to 2am on Friday and Saturday.

This application was previously approved by Council in April of 2024 with this request to amend service hours being received in November of 2024.

A notice was posted to the City's website, and Social Media and was also placed in The Northern View. To date, no comments in the positive or negative were received with respect to this application.

Council's decision will be forwarded to the Liquor and Cannabis Licensing Branch for their consideration as well and while not solely required, the recommendation from Council will impact, positively or negatively, the approval of said license.

#### Report Prepared By:

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Rosamaria (Rosa) Miller,  
Director of Corporate & Legislative Services/  
Corporate Officer

#### Report Reviewed By:

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Richard Pucci,  
Deputy City Manager



# Notice of Liquor License Amendment

The City of Prince Rupert has received a Request for Comment from the Liquor and Cannabis Licensing Branch regarding an application by Port City Spirits for a Change of Hours of Liquor Service with hours of operation changing to being Sunday to Saturday from 10:00 am to 2:00 am. The requested change is for more consistency of service hours.

The City of Prince Rupert is inviting comment from the public on this application. Comments may be made, in writing, to the Director of Corporate & Legislative Services by email at [rosamaria.miller@princerupert.ca](mailto:rosamaria.miller@princerupert.ca), or by mail (or drop-off) to City Hall at 424 Third Avenue, Prince Rupert, BC, on or before 4:00 pm Monday, November 25, 2024. City Council may consider the comments and application at the Regular Meeting of Council Monday, November 25, 2024, at 7:00 pm.

**For more information** please contact City Hall during regular hours of business, Monday - Friday 9:30 am - 4:30 pm, or by calling Administration at 250-627-1781.



## REPORT TO COUNCIL

### Regular Meeting of Council

**DATE:** November 25, 2024  
**TO:** Richard Pucci, Deputy City Manager  
**FROM:** Rosamaria Miller, Director of Corporate & Legislative Services  
**SUBJECT:** Retail Cannabis Application for 719 – 2<sup>nd</sup> Avenue West

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#### RECOMMENDATION:

**THAT Council direct Staff to provide a Letter of Support to the BC Liquor and Cannabis Branch with respect to the application for 1456412 BC Ltd. in accordance with the City of Prince Rupert’s Cannabis Retail Application Policy.**

#### REASON FOR REPORT:

On October 15, 2024, Council directed Staff to proceed with an application received from 1456412 BC Ltd. (Bhupinder Sandhu) (the “Applicant”) for a retail cannabis store in Prince Rupert to be located at 719 – 2<sup>nd</sup> Avenue West.

Council’s decision was communicated to the Applicant on October 17, 2024. The Applicant proceed with the requirements under the license as follows:

1. Placing a one quarter-page advertisement in one edition of the local newspaper, with text provided from the Cannabis Policy, published October 31, 2024 (attached); and,
2. Delivering a public notice, with text provided in the Cannabis Policy, to all property owners and occupants within a 50m radius. Addresses were supplied to the Applicant by the City. Notices to out of town occupants were sent through registered mail.

The City of Prince Rupert’s Council Policy for Consideration of Cannabis Retail Applications (“Cannabis Policy”) identifies the process by which Council will consider applications for retail cannabis licenses from both government applicants and non-government applicants referred by the Liquor and Cannabis Regulation Branch (“LCRB”).

To date, Staff have received no comments in the positive, or the negative in regards to this application. Staff have had very good communication with the Applicant and are confident they will continue to work in a proactive manner in regards to this application with other agencies (Fire Department, RCMP) as required. The full application has been provided to both the Fire Department & the RCMP to ensure compliance with all regulatory, code and legal matters.

#### BACKGROUND & ANALYSIS:

The Cannabis Policy requires the following:

1. That the Applicant completed and submit an application to the LCRB, a separate application from the municipal application.

- a. A letter from a Senior Licensing Analyst with the Liquor and Cannabis Regulation Branch was received in August 2024 advising that the Applicant has completed the required fit and proper checks. Before a license may be issued, a positive recommendation must be provided. The remainder of the license process depends, in part, on this recommendation.
2. Confirmation that the cannabis store complies with the City's Zoning Bylaw, Business License Bylaw as laid out below:
  - a. The proposed location is not within 75m of another location – CONFIRMED;
  - b. The proposed location is proposed for a location noted within the Zoning Bylaw that permits cannabis retail sales – CONFIRMED;
  - c. A Business License Fee of \$5,000 has been received and is being held by the City of Prince Rupert until the application is adjudicated by the LCRB. Should the application be unsuccessful, \$4,500 of the Business License Fee will be refunded; a \$500 processing fee is non-refundable;
3. The application, attached, was provided for internal technical review with comments received from both the Building and Planning departments; both of whom confirmed there were no issues from their respective departments;
4. The application has been sent to the Fire Department for a fire safety review of the proposed location; and,
5. The application has been sent to the RCMP for a review of the site security plan.

A final Business License will not be issued without a positive recommendation from Council and approval granted by the BC Liquor and Cannabis Branch for the Cannabis License. Council's decision will be forwarded to the LCRB for their consideration as well and while not solely required, the recommendation from Council will impact, positively or negatively, the approval of said license.

**COST:**

There are no costs or budget impacts to the City.

**Report Prepared By:**

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Rosamaria Miller  
Director of Corporate & Legislative Services

**Report Reviewed By:**

\_\_\_\_\_  
Richard Pucci,  
Deputy City Manager

Attachments:

1. Northern View Advertisement
2. Application
3. Context Map
4. Suitability Letter
5. Cannabis Policy

Originally signed available upon request

# **Retail Cannabis Sales Licence Application**

**1456412 B.C Ltd.** has applied to Liquor and Cannabis Regulation Branch (LCRB) for a Retail Cannabis Sales Licence to be located in City of Prince Rupert at 719 2nd Ave, West. The establishment is within the area and zones where Retail Cannabis Stores, as defined in the City of Prince Rupert Zoning Bylaw, are permitted, and proposes to be open no longer than 9:00 am to 11:00 pm.

The Council of the City of Prince Rupert wishes to determine the views of the residents. Comments may be forwarded in writing no later than **November 14, 2024 at 4:30pm.**

to:

**Director of Corporate & Administrative Services,  
City of Prince Rupert**

**424 3rd Avenue West, Prince Rupert, BC V8J 1L7**

Or email: [rosamaria.miller@princerupert.ca](mailto:rosamaria.miller@princerupert.ca)



**Development Services**  
 424 3<sup>rd</sup> Avenue West, Prince Rupert, BC V8J 1L7  
**Phone:** (250) 627-0950  
**Fax:** (250) 627-0979  
**Email:** customer.service@princerupert.ca

**APPLICATION TO OBTAIN A TRADE OR BUSINESS LICENCE**  
 BYLAW NO. 3432, 2024

OFFICE USE ONLY

Date:	June 19, 2024	Trade Licence No.:		Voucher No.:	
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<b>APPLICANT:</b>					
Contact Name:	Bhupinder Sandhu				
Home Address:	9863 156A Street, Surrey BC	Postal Code:	V4N 2W6		
Phone #:	6044991023	Email:	b.sandhu95@gmail.com		
I hereby make application for a Trade Licence to carry on a business in the City of Prince Rupert.					
Business Name:	PRINCE RUPERT CANNABIS				
Business Address: <small>(if different from Home Address)</small>	719 2ND AVE, WEST PRINCE RUPERT, BC	Postal Code:	V8J 1H4		
Mailing Address: <small>(if different from Business Address)</small>	15585 24 AVE, UNIT 106	Postal Code:	V4A 2J4		
Business Phone:	6044991023	Business Email:	b.sandhu95@gmail.com		
<i>If Registered, please list the Name of the Company. If not registered, please list the Names of all Owners.</i>					
Registered Name of Company or Owners:	1456412 B.C. LTD.				
Business Location:	15584 24 AVE SURREY, BC V4A 2J4				

<b>Please only complete what is applicable to your business:</b>						
Goods being sold / Service being provided	NON-MEDICAL RECREATIONAL CANNABIS					
Describe in detail the nature of your business and the intended use of the premise; both primary and secondary uses:						
SALE OF NON-MEDICAL RECREATIONAL CANNABIS AND APPROVED CANNABIS ACCESSORIES						
Size of premises:		Number of Vehicles:	N/A		Number of Agents:	N/A
Seating capacity:	N/A	Liquor Licence:	<input type="checkbox"/> Y	<input type="checkbox"/> N		
<p>Any signage promoting your business requires a <u>Development Permit Application</u> to the Planning Department and a Building Permit is required to install a sign. Enquire at City Hall before erecting a sign, exchanging an old sign for a new one, or constructing a new sign on your property.</p> <p>This <u>Application Guide</u> provides valuable information for Development related requirements.</p>						



Consent and Confirmation:			
<input checked="" type="checkbox"/>	Please renew and send an invoice for January 1 <sup>st</sup>	<input type="checkbox"/>	Do NOT automatically renew – this is only a temporary licence for business ending by December 31 <sup>st</sup>
<input checked="" type="checkbox"/>	I consent to the sharing of business contact information on this application		
<input type="checkbox"/>	I <u>do not</u> consent to the sharing of business contact information on this application		
The undersigned certifies that the above information is true and that they the owner or duly authorized agent for the above real Property. By typing my name below, I agree that this form of electronic signature has the same legal force and effect as a manual signature.			
Signature of the applicant:	Bhupinder Sandhu	Date:	June 19, 2024
OFFICE USE ONLY			
Approved by:			
Business Classification:	Cannabis Retail Store		
Fee Code:	1660	Annual Fee:	\$5,000
		Roll No.:	
Service from Residence:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Zoning:
Are any of the following inspections / approvals required?			
<input type="checkbox"/>	Building Inspector	Date Received:	
<input type="checkbox"/>	Fire Department	Date Received:	
<input type="checkbox"/>	Environmental Health Inspector Northern Health Authority	Date Received:	



Receipt No. : 383516

Status : A

Batch ID 2024062001

R E C E I P T R E C O R D

CITY OF PRINCE RUPERT  
424 3RD AVE W  
PRINCE RUPERT, BC V8J 1L7  
Phone No. : (250)627-0946  
Fax No. : (250)627-0918

--- Item ID #0001 ---  
LI01 : Cannabis application  
Non refundable

1@ 500.00 500.00

--- Item ID #0002 ---  
LI02 : Cannabis Retail Appli  
REFUNDABLE IF UNSUCCESSFUL

1@ 4500.00 4500.00

Payment Subtotal 5000.00  
PST 0.00  
GSTR121361075RT\*\*\* 0.00

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Payment Total 5000.00

=====

VISA 5000.00  
NAME: KIRAN NAGRA  
DESCRIPTION: PRINCE RUPERT CANNABIS  
DEPOSIT BL  
TRANSACTION NUMBER: 08014I  
Change 0.00

20-Jun-24 16:11:04  
D:0000011137 B:2024062001  
SALLENBACK R:0000383516

HAVE A NICE DAY

<end of receipt>



Project #: 24-0013  
 Author: RB  
 Checked: -  
 Status: FINAL  
 Revision: A  
 Date: 2024 / 6 / 5  
 Scale: 1:1,000



Coordinate System:  
 NAD 1983 UTM Zone 9N  
 Data Sources:  
 Integrated Cadastral Information Society (ICIS)  
 City of Prince Rupert  
 2021 Orthophoto

## CONTEXT MAP

### 719 2ND AVENUE WEST

Cadastral Fabric   
 Assessment Fabric   
 Subject Property 





Via E-mail: [rosamaria.miller@princerupert.ca](mailto:rosamaria.miller@princerupert.ca)

Job #094251

August 14, 2024

Rosamaria Miller  
Director of Corporate & Legislative Services  
Corporate Officer  
Prince Rupert

**Re: Application for a Cannabis Retail Store Licence**  
**Applicant: 1456412 B.C. LTD.**  
**Proposed Establishment Name: Prince Rupert Cannabis**  
**Proposed Establishment Location: 719 2nd Ave West, Prince Rupert, B.C. V8J 1H4**

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This letter confirms the General Manager has determined the above noted applicant is presently fit and proper to hold a Cannabis Retail Store licence. Please note, the General Manager has the authority under the Act to re-assess whether an applicant or licensee is fit and proper at any time during the course of the application or term of the licence.

Before the issuance of a licence, a positive recommendation from the local government and/or Indigenous nation must be provided. The remainder of the licensing process depends, in part, upon this recommendation. The General Manager must take the recommendation into account in deciding whether to issue the licence. If the local government or Indigenous nation has decided it will not make a recommendation regarding this application, please contact the LCRB at your earliest convenience.

For more information on roles of local governments and Indigenous nations, please see the following link.

<https://www2.gov.bc.ca/gov/content/employment-business/business/liquor-regulation-licensing/local-gov-indigenous-nations#cannabis-lg-indigenous-nation-guides>

If you have any questions, feel free to contact me at [Will.Cottrell@gov.bc.ca](mailto:Will.Cottrell@gov.bc.ca).

Sincerely,

Will Cottrell  
Senior Licensing Analyst  
Liquor and Cannabis Regulation Branch

copy: Applicant (via e-mail: [conniebryce@hotmail.com](mailto:conniebryce@hotmail.com))

---

Liquor and Cannabis  
Regulation Branch

Mailing Address:  
PO Box 9292 Stn Prov Govt  
Victoria BC V8W 9J8

Location:  
645 Tye Road  
Victoria BC V9A 6X5  
Phone: 250 952-5787  
Facsimile: 250 952-7066

Website:  
[www.gov.bc.ca/cannabisregulationandlicensing](http://www.gov.bc.ca/cannabisregulationandlicensing)

## CITY OF PRINCE RUPERT

<b>POLICY TITLE:</b>	<b>Council Policy for Consideration of Cannabis Retail Applications</b>	<b>POLICY NO:</b>	<b>100-23</b>
<b>EFFECTIVE DATE:</b>	<b>December 10th, 2018</b>	<b>SUPERSEDES</b>	
<b>APPROVAL:</b>	<b>December 10th, 2018</b>	<b>PAGE:</b>	<b>1 of 2</b>

### **POLICY:**

**This policy defines a process by which Council will consider applications for retail cannabis licences from both government applicants, and non-government applicants referred by the Liquor Control and Regulation Branch.**

### **DEFINITIONS:**

**Provincial (LCRB) Licence:** A Provincial Licence refers to the licence required for those seeking to open a non-government operated cannabis retail store. These licences are administered through the Provincially designated authority over Liquor and Cannabis, the Liquor and Cannabis Regulation Branch (LCRB). Cannabis retail stores run by the Provincial Government (Government-Cannabis Stores, defined below) are not subject to this licencing program.

**Cannabis Retail Store:** This is a store run by a non-government operator that sells cannabis, and is governed by the Cannabis Control and Licencing Act (CCLA) and Cannabis Distribution Act (CDA).

**Government Cannabis Store:** A government cannabis store refers to a government-run store established under the CDA for the sale of cannabis to consumers.

### **PURPOSE:**

The Provincial Cannabis Control and Licensing Act stipulates that the legal sale of non-medical cannabis by non-government agencies is subject to issuance of a provincial (LCRB) licence. Once a proposed retailer makes an application for a provincial (LCRB) licence the Province will inform the local government in whose boundaries a provincial Cannabis Retail License is proposed. Once the application is forwarded to the municipality, the City may provide a recommendation as to whether the Council supports the application.

Council may decide, by resolution, to:

- Support an application for a provincial Cannabis Retail License
- Support an application for a provincial Cannabis Retail License with terms and conditions
- Not support a provincial Cannabis Retail License

If a recommendation is not received the LCRB will not consider the license further.

To ensure a similar standard of community input and oversight is applied to both government and non-government cannabis retailers, the policies related to business licencing and community consultation also apply to Government Cannabis Stores.

This policy will serve as a procedural guideline for Council's evaluation of LCRB applications, as well as applications from government retailers, as they are referred to the City for review.

#### **PROCEDURE:**

1. The Cannabis Retail Store applicant will complete and submit a provincial Cannabis Retail Licence application to the LCRB, a separate application from the municipal one described below. If the LCRB approves a licence application to move to municipal consideration, a referral will be sent to the City's Licence Inspector for internal review, public feedback, consideration of a conditional business licence, and Council consideration.
  - Potential applicants are encouraged to review the City's Zoning Bylaw, and Business Licence Bylaw to ensure their proposal can meet all location-related and other regulatory requirements prior to submitting the LCRB Application for a provincial (LCRB) Cannabis Retail Licence.
  - The issuance of a business licence to all retailers is conditional upon Council approval of the application.
2. In the City of Prince Rupert, a government cannabis store must also comply with the City's Zoning Bylaw, Business Licence Bylaw, and this Council Policy for the Consideration of Cannabis Retail Applications, and therefore must meet the requirements laid out in section 3 – 8 of this policy.
3. If the proposed retail location is within 75 m of another location (which is not permitted within the Zoning Bylaw), the applicant must obtain a Development Variance Permit to vary the distance restriction before making an application for a Business Licence, collection of public feedback, and proceeding to Council consideration.

4. If the Government Cannabis Store or Cannabis Retail Store is proposed in an area where the Zoning Bylaw does not permit cannabis retail, the applicant must apply for a Zoning Bylaw Amendment. The amendment must be received before making an application for a Business Licence, collection of public feedback, and proceeding to Council consideration.
5. If the Cannabis Retail Store *is* proposed in a location that is zoned to permit cannabis retail stores as a land use, the Development Services Department will:
  - a. Require the Applicant to submit an application for a Business Licence, and pay all associated fees specified in City of Prince Rupert Fees and Charges Bylaw, including a \$500 Cannabis Retail Application processing fee.
    - i. The Business Licence fee of \$5,000 shall be held by the City until the application is adjudicated by the LCRB.
    - ii. Should the application to the LCRB be unsuccessful, \$4,500 of the Business Licence fee will be refunded.
    - iii. The processing fee of \$500 is non-refundable.
    - iv. All government and non-government retailers are required to obtain a City Business Licence and pay associated fees.
  - b. Business Licence Application and referral processing will not commence until a complete application to the City and fees are received.
  - c. Business Licence Applications will be processed in the order they are received either by the Government Cannabis Store applicant, or as referrals from the LCRB.
6. As part of the Business Licence application process, the Development Services Department will:
  - a. Make the full application, including Business Licence Application information, available at the Development Services Department counter and City website.
  - b. Refer the application to internal departments for technical review, including the Planning Department.
  - c. Refer the application to the Fire Department for a fire safety review of the proposed location.

- d. Refer the application to RCMP for review of the site security plan.
    - i. RCMP members may request additional security measures from the applicant based on specific site conditions or needs as part of the review process. Applicants are encouraged to work with RCMP to meet security requirements. RCMP comment on site security plans will be strongly considered in Council recommendations.<sup>1</sup>
  - e. Prepare report to Council to be presented at a Regular Meeting of Council, including any written comments from the public, response from RCMP, results of the technical review, and Business Licence Application information.
7. In addition to an application for a Business Licence, the applicant will notify nearby residents as follows:
- a. Place one quarter page advertisement in one edition of the local newspapers, with the text as included in Attachment 1 (non-government applicants) and Attachment 2 (Government Cannabis Store applicants).
  - b. Deliver a public notice, with the text as included in Attachment 1, to all property owners and occupants within a 50m radius. The Planning Department will supply addresses of property owners to the applicant upon receipt of the full application. Notices to out of town occupants must be sent through registered mail.
  - c. Dates for public response to be coordinated with a minimum of 14 days for public to submit written notices from the date notices are mailed, hand delivered, and published in the local newspapers.
  - d. Those from the public who consider themselves to be impacted by the application will also have an opportunity to speak at the meeting where the application will be considered.
8. All information and requirements of the Business Licence and public notification must be submitted by the applicant and a final staff report prepared prior to Council consideration, as per the requirements for Cannabis Retail sales set out in Business Licence Bylaw No. 2426.
- i. A final Business Licence will not be issued without a positive recommendation from Council.

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<sup>1</sup> The Provincial licencing authority will conduct final inspections of the retail location prior to the issuance of a licence. Ensuring that the applicant has followed the RCMP approved Site Security Plan will be a component of the final inspection.

- ii. The Business Licence will be issued only following a positive recommendations from Council.
  - iii. The timeline for City review will be subject to the frequency of Council meetings, whether the application initially meets local and Provincial regulatory requirements, and the applicant's response time to requests for additional information.
- 9. Once Council has had the opportunity to hear from staff and the public, and review the Business Licence Application, they will make a decision regarding the proposed application and forward it to the applicant. In the case of non-government Cannabis Retail Store applicants, this decision will be forwarded to the LCRB for consideration as well.

**ATTACHMENT 1: Text of Public Notification for Non-Government Cannabis Retail Store Applicants**

Name of Applicant has applied to Liquor and Cannabis Regulation Branch (LCRB) for a Retail Cannabis Sales Licence to be located in City of Prince Rupert at Civic Address. The establishment is within the area and zones where Retail Cannabis Stores, as defined in the City of Prince Rupert Zoning Bylaw, are permitted, and proposes to be open no longer than Insert Hours of Operation.

The Council of the City of Prince Rupert wishes to determine the views of the residents. Comments may be forwarded in writing no later than Insert Date (two weeks from date that notices are published in newspaper and sent to residents) to:

Corporate Administrator, City of Prince Rupert  
424 3<sup>rd</sup> Avenue West,  
Prince Rupert, BC  
V8J 1L7  
Or email: [cityhall@princerupert.ca](mailto:cityhall@princerupert.ca)

**ATTACHMENT 2: Text of Public Notification for Government Applicants**

Name of Applicant has applied to the City for a Business Licence to be located in City of Prince Rupert at Civic Address. The establishment is within the area and zones where Retail Cannabis Stores, as defined in the City of Prince Rupert Zoning Bylaw, are permitted, and proposes to be open no longer than Insert Hours of Operation.

The Council of the City of Prince Rupert wishes to determine the views of the residents. Comments may be forwarded in writing no later than Insert Date (two weeks from date that notices are published in newspaper and sent to residents) to:

Corporate Administrator, City of Prince Rupert  
424 3<sup>rd</sup> Avenue West,  
Prince Rupert, BC  
V8J 1L7  
Or email: [cityhall@princerupert.ca](mailto:cityhall@princerupert.ca)



## REPORT TO COUNCIL

### Regular Meeting of Council

**DATE:** November 25, 2024  
**TO:** Richard Pucci, Deputy City Manager  
**FROM:** Corinne Bomben, Chief Financial Officer

**SUBJECT: 2024 FIVE YEAR FINANCIAL PLAN AMENDMENT BYLAW  
NO. 3552, 2024**

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#### **RECOMMENDATION:**

**THAT Council proceed with consideration of the City of Prince Rupert 2024 Five Year Financial Plan Amendment Bylaw No. 3552, 2024.**

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

Under the *Community Charter*, a municipality must adopt a Five-Year Financial Plan annually. A financial plan may also be amended by bylaw at any time. This report outlines the items included in the attached Financial Plan Amendment Bylaw.

#### **BACKGROUND:**

Subsequent to adopting the 2024 Five-Year Financial Plan Amendment Bylaw No. 3529, 2024 in May 2024, the City has initiated, by resolution, changes to the plan and has experienced unanticipated repairs which require an amendment. This report outlines the changes incorporated into the financial plan amendment bylaw.

#### **ANALYSIS:**

A summary of the changes proposed and the reasons for the amendment is attached to this report. The largest changes are the receipt of funds under the Northwest BC Regional Funding Agreement, the use of these funds for capital projects approved by Council in 2024 inclusive of the improvements at the new Public Works facility, and the incorporation of the actual cost of the airport ferry refit. The remaining changes include amendments approved by resolution, recognizing the receipt of unbudgeted grants, interest and penalties, taking advantage of an opportunity to replace a piece of machinery necessary for the landfill, and capturing an emergency sewer repair at Comox Avenue.

*Public Comment*

To obtain public feedback, notice of the proposed amendment to the Five-Year Financial Plan has been posted on the City Hall notice board, the City's website and will be advertised in the paper. Feedback received will be provided to Council to assist in deliberation on the Financial Plan amendment proposed.

**LINK TO STRATEGIC PLAN:**

This amendment to the Five-Year Financial Plan supports overall required service provision to the public.

**CONCLUSION:**

The *Community Charter* permits amendments to the financial plan. Council's approval of the attached bylaw to amend the 2024 Financial Plan will ensure the costs of the necessary capital repairs and additional expenditures are funded accordingly.

**Report Prepared By:**

**Report Reviewed By:**

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Corinne Bomben,  
Chief Financial Officer

---

Richard Pucci,  
Deputy City Manager

Originally signed available upon request

Attachment:

- Summary of Proposed Changes to Five-Year Financial Plan 2024

## Summary of Proposed Changes to Five-Year Financial Plan 2024

### General Fund Summary

#### General Fund Proposed Funding Changes

Funding Source	Existing Approved Budget	Proposed Amendment	Difference	Notes
<b>Approved/incomplete projects from 2023 rolled over to 2024</b>				
Appropriated Surplus	\$195,000	\$205,000	\$10,000	<b>CP:</b> Necessary repairs were put on hold due to budget concerns, after this project was approved for \$50,000 in 2023. The estimate to complete is less than \$10,000 to replace the heating system controls in order to improve conditions in the library this winter.
<b>Total Change Proposed</b>			<b>\$10,000</b>	
<b>Previously Approved by Resolution</b>				
Specified Grant	\$0	\$57,000	\$57,000	<b>SP:</b> Recognize UBCM successful funding stream for Increasing Development Approvals Accessibility project.
<b>Total Change Proposed</b>			<b>\$57,000</b>	
<b>Additions to Budget/Changes in estimates</b>				
Specified Grant	\$0	\$200,000	\$200,000	<b>CP:</b> The City received Grant funding for a Japanese Canadian Legacy Project for Mariners Park. This amount represents the funding received to date which is 50% of the grant amount. Expenditures for the remainder of 2024 will not exceed this amount.
Interest revenue	\$824,000	\$1,584,000	\$760,000	<b>CP:</b> Ferry refit included complete replacement of the powertrain and multiple unexpected maintenance items were uncovered during the process, leading to increased cost. Interest rates have remained high in 2024, leading to revenues sufficient to be used to fund this overage above budget.
NW BC Regional Funding Agreement	\$1,845,000	\$6,860,000	\$5,015,000	The City has now received funding from the Province under the NWBCFA, advocated for by the RBA. This is the actual amount received for 2024. The amendment proposes to transfer the unallocated funds received to reserve.
Reserves (NW BC Regional Funding Agreement)	\$365,000	\$1,365,000	\$1,000,000	<b>CP:</b> This is the expected spending before year end on the Public Works Chamberlin Road Leasehold Improvement Design/build.
Penalties and Interest	\$30,000	\$237,000	\$207,000	<b>SP:</b> This is the City's share of negotiating costs to secure the NWBCRFA through the RBA. Penalties and interest on property taxes are over \$300,000 YTD and unbudgeted, they are proposed to be used to fund this expense.
<b>Total Change Proposed</b>			<b>\$7,182,000</b>	
<b>Total Proposed Changes to Funding:</b>			<b>\$7,249,000</b>	
<b>General Fund Proposed Expenditure Changes</b>				
Expenditure	Existing Approved Budget	Proposed Amendment	Difference	
Transfer to General Capital Reserves	\$2,245,000	\$7,260,000	\$5,015,000	Transfer of NWRBA funding to Reserves
Reduced Engineering Dept. Expenses	\$847,000	\$782,000	(\$65,000)	A used ambulance has been purchased as a pilot project for emergency decontamination/rehabilitation/transportation use. Funding comes from unspent funds in the Engineering department. The purchase is included in Capital Purchases.
Capital Purchases	\$32,833,000	\$34,868,000	\$2,035,000	Changes in Capital Purchases ( <b>CP</b> ) as detailed above
Special Projects	\$987,000	\$1,251,000	\$264,000	Changes in Special Projects ( <b>SP</b> ) as detailed above
<b>Total Proposed Changes to Expenditure:</b>			<b>\$7,249,000</b>	
<b>General Fund Surplus/(Deficit)</b>			<b>\$0</b>	

### Sanitary and Storm Sewer Fund Summary

#### Sanitary and Storm Sewer Utility Fund Proposed Funding Changes

Funding Source	Existing Approved Budget	Proposed Amendment	Difference	Notes
Sewer Appropriated Surplus	\$3,163,000	\$3,327,000	\$164,000	An emergency repair is necessary on the Comox Ave Lift Station in the amount of \$360,000. Remaining approved Annual Wastewater Line Repair funding is proposed to be allocated to this repair with the difference funded by accumulated surplus in this Utility Fund.
<b>Total Proposed Changes to Funding:</b>			<b>\$164,000</b>	

#### Sanitary and Storm Sewer Utility Fund Proposed Expenditure Changes

Expenditure	Existing Approved Budget	Proposed Amendment	Difference	Notes
Capital Works	\$19,313,000	\$19,477,000	\$164,000	The total cost of the temporary emergency repair to the Comox Ave Lift Station is \$360,000. The increase to expenditure is only \$164,000 because the difference is taken from budgeted line replacement in the expectation that repairs for further line breaks can be pushed to 2025.
<b>Total Proposed Changes to Expenditure:</b>			<b>\$164,000</b>	
<b>Sanitary and Storm Sewer Utility Surplus/(Deficit)</b>			<b>\$0</b>	

### Solid Waste Utility Fund Summary

#### Solid Waste Utility Fund Proposed Expenditure Changes

Expenditure	Existing Approved Budget	Proposed Amendment	Difference	Notes
Reduced operating expenses	\$5,776,000	\$5,611,000	(\$165,000)	Operating performance is forecast to improve on budget, primarily due to decreased rental expenses from new equipment purchased in prior years.
Capital Purchases	\$310,000	\$475,000	\$165,000	The City has an opportunity to purchase a wheeled loader that has been rented for much of this year with the vendor applying a portion of those rental charges against the purchase price. The existing piece of equipment is a 1995 model year and is frequently down for maintenance.
<b>Total Proposed Changes to Expenditure:</b>			<b>\$0</b>	
<b>Solid Waste Utility Surplus/(Deficit)</b>			<b>\$0</b>	



## REPORT TO COUNCIL

Regular Meeting of Council

**DATE:** November 25, 2024

**TO:** Richard Pucci, Deputy City Manager

**FROM:** Corinne Bomben, Chief Financial Officer & Myfannwy Pope, Director of Development Services

**SUBJECT: EXTENSION OF DEVELOPMENT INCENTIVES**

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### **RECOMMENDATION:**

**THAT Council waive application fees for residential Rezoning, Development Permit and Building Permit applications outside of the City Core that result in net new housing units until December 31, 2029, while maintaining fees for any permit renewals;**

**AND THAT Council waive application initial fees for all Development Permits, Building Permits, and Rezoning in the City Core until December 31, 2029, while maintaining fees for any permit renewals;**

**AND THAT Council direct staff to bring annual reports on the effectiveness and opportunity cost of these incentives in December of each year of this program for their consideration;**

**AND THAT Council consider this report in regards to the City of Prince Rupert Revitalization Tax Exemption Bylaw No. 3553, 2024.**

### **REASON FOR REPORT:**

This report is intended for council to consider extending the existing incentives for residential development outside of the City Core and all development in the City Core until December 31, 2029. These changes are intended to set clear timelines and give certainty for developers, businesses, and property owners that allows them to adequately plan for development from conception to building permit, while creating a hard end date for that development to occur that aligns with the 2030 vision. Incentive programs are not intended to be evergreen, but to help jumpstart development by removing cost barriers over a specified period of time. This will allow the infrastructure to be put in place to enable further development after the program's end date, without compromising the City's ability to sustain its development services over the long-run.

The resolution for presentation of annual reports allows Council to monitor and adjust the program if conditions change.

While these programs have been in place for three years, it has become clear from the Business Walks and other data and interactions with local owners and builders that awareness is still low and the uncertainty of incentives from year to year makes it difficult to financially plan for development to take place. In maintaining these incentives with a set time, creating more certainty of eligibility and process, and with further efforts to advertise the entire suite of incentives available (including the Façade improvement grants) through ongoing engagement, the program will be fully optimized to promote revitalization and housing development.

**BACKGROUND:**

**Residential Incentives**

On September 20, 2021 Council resolved to waive all fees for residential rezoning, development permits, and building permit applications outside the City Core for one-year effective October 1, 2021-2022 as part of a suite of housing actions to promote new residential development. This incentive ended on October 1, 2022. Council then extended this incentive to only those fees pertaining to rezoning, development permits, and building permits that result in new housing units. This revised incentive was then extended for another year, and will expire on December 31, 2024.

Since November, 2022 the following information has been collected on the results of the residential incentive. Note that some projects have had their development permits and building permits exempted and therefore the number of units indicated are not additive.

*Table 1 Housing Incentives Results November 1, 2022 – November 15, 2024*

<b>Permit Type</b>	<b>Number of Applications</b>	<b>Fees Waived</b>
Building Permits	13 (88 new units)	\$214,218.50
Development Permits (resulting in new units outside City Core)	3 (84 new units)	\$1,320
Rezoning (resulting in new units outside City Core)	2 (100 new units)	\$2,830

Since November 1, 2022 the City has waived fees for 13 building permits, representing 88 new units and equating to \$40,304,435.00 invested in housing outside of the City Core. Furthermore, in the development pipeline (in various stages of OCP/rezoning to

Development Permit stage), there is approximately 146 new units that benefitted from the Housing Incentives fee waiver for rezoning or development-related permits. These units have yet to proceed to Building Permit stage.

Despite this, housing starts continue to not meet housing demand and need, and the challenges related to costs of building and lack of financing precedence persist for new market housing. Since 2022, approximately 139 new units have received building permits, while 109 units were lost through fire, suite removal, or demolition, resulting in a net new 30 units only. While many new homes are in the development pipeline, only those that are subsidized through BC Housing are likely to proceed to building permit stage at this time, and no large market developments have been successful in obtaining funding. These numbers demonstrate that there is justification for the City’s continued commitment to removing cost barriers, as the waiving of application fees can make significant impact on projects with tight budgets. The fee waivers have also signaled to senior governments and private developers that the municipality is committed to supporting development to address the City’s housing needs.

Given the number of projects in the pipeline that have not moved to building permit stage, staff recommend continuing the incentives until December 31, 2029, allowing the extension for 5 years to allow these projects and new projects that occur under the City’s other housing actions to come to fruition. With ongoing economic pressures from inflation, as well as material and labour shortages in the north for building, it’s important that the City remains supportive of reducing cost barriers to building new housing units. If the City is successful in receiving funding through the Housing Accelerator Fund from CMHC, some opportunity cost will be recovered through this funding.

**Downtown Revitalization**

In 2020, council waived all fees for building permits, development permits, and rezonings in the City Core as part of their city core revitalization efforts. This incentive was set to expire on December 31, 2023, and was renewed for another year by Council in 2023 to continue until December 31, 2024. In complement to these fee waivers, Council approved a Downtown Revitalization Tax Exemption Bylaw, which exempts tax on non-market changes to property values downtown for 5-10 years. There was no end-date on this Bylaw when introduced, and Council was set to review it in 2024. This report recommends extending both incentives in the downtown core (Tax Exemption and Fee Waivers) and setting a sunset date for December 31, 2029 to align with the 2030 Vision.

*Fee Waivers*

*Table 2 City Core Permits with Fee waivers since 2022*

Permit Type	Number of Applications	Fees Waived
Building Permits	56 (10 new units)	\$305,458.26

Development Permits (resulting in new units)	56 (70 new units)	\$6,525
Rezoning (resulting in new units outside City Core)	3 (78 new housing units)	\$3,500

Since 2022, an estimated \$10M has been invested in construction costs in the City Core not including the new RCMP station, with an opportunity cost to the City of approximately \$315,483.26 (between all application fees waived). Staff recommend that Council extend this incentive until December 31, 2029, as approximately 110 new housing units are in the development pipeline just in the City Core, with significantly more potential in areas of the City Core along George Hills Way and the number of empty lots along 2<sup>nd</sup> and 3<sup>rd</sup> Avenues. Aligning these incentives with the revitalization tax exemption and the 2030 vision will allow sufficient time for these and new projects to be planned and realized. Fee waivers can make the difference for those willing to put in effort and money to revitalize the downtown, while being applicable to all development even when projects fall under the threshold value for the revitalization tax exemption.

*Revitalization Tax Exemption Bylaw*

City Council has put into place a Downtown Core Revitalization Tax Exemption Bylaw, along with a similar bylaw for an industrial area, to encourage redevelopment and revitalization. The program incentivizes construction or redevelopment of buildings used for commercial, light industrial or multiple family residential purposes by exempting them from municipal property taxes for a set period and includes two tiers of exemption:

- Eligible new construction is provided with 100% exemption of non-market change value for 5 years with decreasing percentage of exemption until year 11 whereby the property is fully taxable.
- Eligible redevelopment is provided 100% exemption of non-market change value for 5 years until year 6 whereby the property is fully taxable.

The exemption is intended to promote significant revitalization, and therefore sets the threshold at \$50,000, with smaller improvements benefiting from fee waivers and the façade improvement program. The proposed new Tax Exemption Bylaw No. 3553 repeals the two separate bylaws and creates one with two separate revitalization areas. The new Bylaw also adds in the following changes:

- Provides a clearer process for applicants and staff to follow, which requires that applicants apply prior to their building permit approval. This means that only those developments that may not proceed otherwise are benefiting from the tax exemption and those who would have built without it cannot retroactively benefit. The process is outlined in Figure 1.

- Delegates the determination on eligibility to staff and sets out clear criteria, which in turn allows a more efficient and certain response on eligibility for projects in their planning phases.
- Gives certainty to developers by identifying a clear ‘sunset’ date by which the Bylaw will no longer be in effect. This allows developers to plan their work to align with the timeline instead of planning work with uncertainty of having the incentive in place.
- Provides more opportunity for the applicant to benefit from the tax exemption by awarding the waiver only upon occupancy being achieved. This change means that the applicant will continue to pay taxes while the works are ongoing and incentivizes the work to be completed quickly.
- Retains language in the Agreement that requires the works need to be complete within 24 months, and started within 6 months of the building permit being approved.

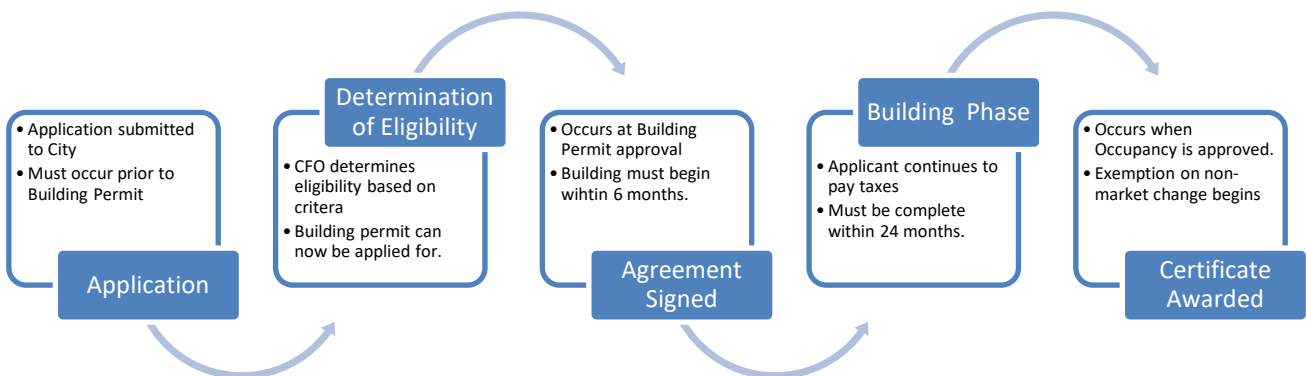


Figure 1 Process for Tax Exemption under the proposed bylaw

**RELATIONSHIP TO STRATEGIC PLAN:**

Goal: The City of Prince Rupert will support and encourage new and renewed housing work with industry, senior government and First Nations.

This action supports the Council's strategic plan by supporting proposed housing development outside of the City Core through the removal of cost barriers on already costly projects. These reductions can make the difference for both non-profit and for-profit development that is highly needed in the community, while

also incentivizing quicker action as developers will be pressured to get their applications in to the City while the incentive is still in place.

The City's OCP encourages infill housing growth in the City Core, and particularly in the Midtown area. Throughout this incentive, the City has seen some office buildings being converted to mixed-used housing, and has had interested developers approach about creating new housing. This incentive will continue to encourage mixed-use and residential development in the City Core.

Goal: The City of Prince Rupert will encourage, support, and undertake community renewal to ensure it becomes a world class port city; and,

Goal: The City of Prince Rupert will foster its local economic, social, cultural and environmental well-being so its residents and businesses have a sustainable and prosperous future.

A revitalized downtown encourages strong economic resilience and an attraction and retention of new and existing community members and visitors. The City Core continues to need both renewal and new growth to create a vibrant and active downtown, and businesses and property owners will need building permits and development permits to make these upgrades. Removing the cost of application fees to incentivize new and renewed growth will encourage them to act in the short term, and may be the difference between choosing to make changes or not, or choosing to make change now or in the future. These changes will further be guided by the community vision for the City Core as laid out in the OCP. In addition to the fee waivers, the Downtown Revitalization Tax Exemption Bylaw supports larger upgrades in the City Core.

Community renewal, as well as economic, social, and cultural well-being is not possible without increased housing supply in the community, both in and outside of the City Core. These incentives are key to ensure that while commercial and industrial revitalization takes place, housing supply is also increased to support the growth in workers and ensure that existing populations are able to remain in the community and participate fully in the planned renewal.

## RELATIONSHIPS TO PLANS AND POLICIES

Council adopted the update to the Housing Acceleration Plan in 2024, which identified extending these incentives and retooling the Downtown Revitalization Tax Exemption program to better support housing development. If the City is successful in the HAF plan, some of that funding will be put towards additional housing initiatives and can be used to recoup some of the losses as a result of this program.

## ANALYSIS:

Adding in clarity and extending these incentives give adequate opportunity for major housing and revitalizing projects to get off the ground, while also ensuring there is a clear end-date to these incentives. This allows builders and developers to adequately

plan for larger developments, while also incentivizing them to act faster. The retooling of the Tax Exemption Bylaw creates an easier administration process and ensures that projects are able to factor in the tax exemption as part of their project financing, and therefore the City will not be exempting projects that would have proceeded without it.

Council will also have the opportunity to review the incentives annually as per the resolution for annual reports, and can adjust the program if conditions change.

**COST:**

There are no additional resources needed to renew this incentive and no impact to budget or the 5-year financial plan. However, the continued waiving of fees will result in an opportunity cost to the City.

**Report Prepared By:**

**Report Reviewed By:**

\_\_\_\_\_  
Corinne Bomben,  
Chief Financial Officer /

\_\_\_\_\_  
Richard Pucci,  
Deputy City Manager

Myfannwy Pope  
Director of Development Services

Originally signed available upon request



## CITY OF PRINCE RUPERT

### OFFICIAL COMMUNITY PLAN BYLAW AMENDMENT BYLAW NO. 3542, 2024

A BYLAW TO AMEND THE CITY OF PRINCE RUPERT OFFICIAL COMMUNITY PLAN BYLAW NO. 3460, 2021.

---

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

That the City of Prince Rupert Official Community Plan No. 3460, 2021 be amended as follows:

1. Amend Map 1A City Wide Land Use Framework, and Map 1B Townsite Land Use Framework, in accordance with the Attachment 1 of this Bylaw which identifies a portion of "LOT E DISTRICT LOT 251 RANGE 5 COAST DISTRICT PLAN 4693 EXCEPT PLANS 6331 9717 9830 12425 PRP12954 AND PRP12955";
2. This Bylaw may be cited as "City of Prince Rupert Official Community Plan Amendment Bylaw No. 3542, 2024".

Read a First time this 24th day of June, 2024.

Read a Second time this 24th day of June, 2024.

Public Hearing this 19th day of August, 2024.

Read a Third time this 19th day of August, 2024.

Read a Fourth & Final time this \_\_\_\_ day of \_\_\_\_\_, 2024.

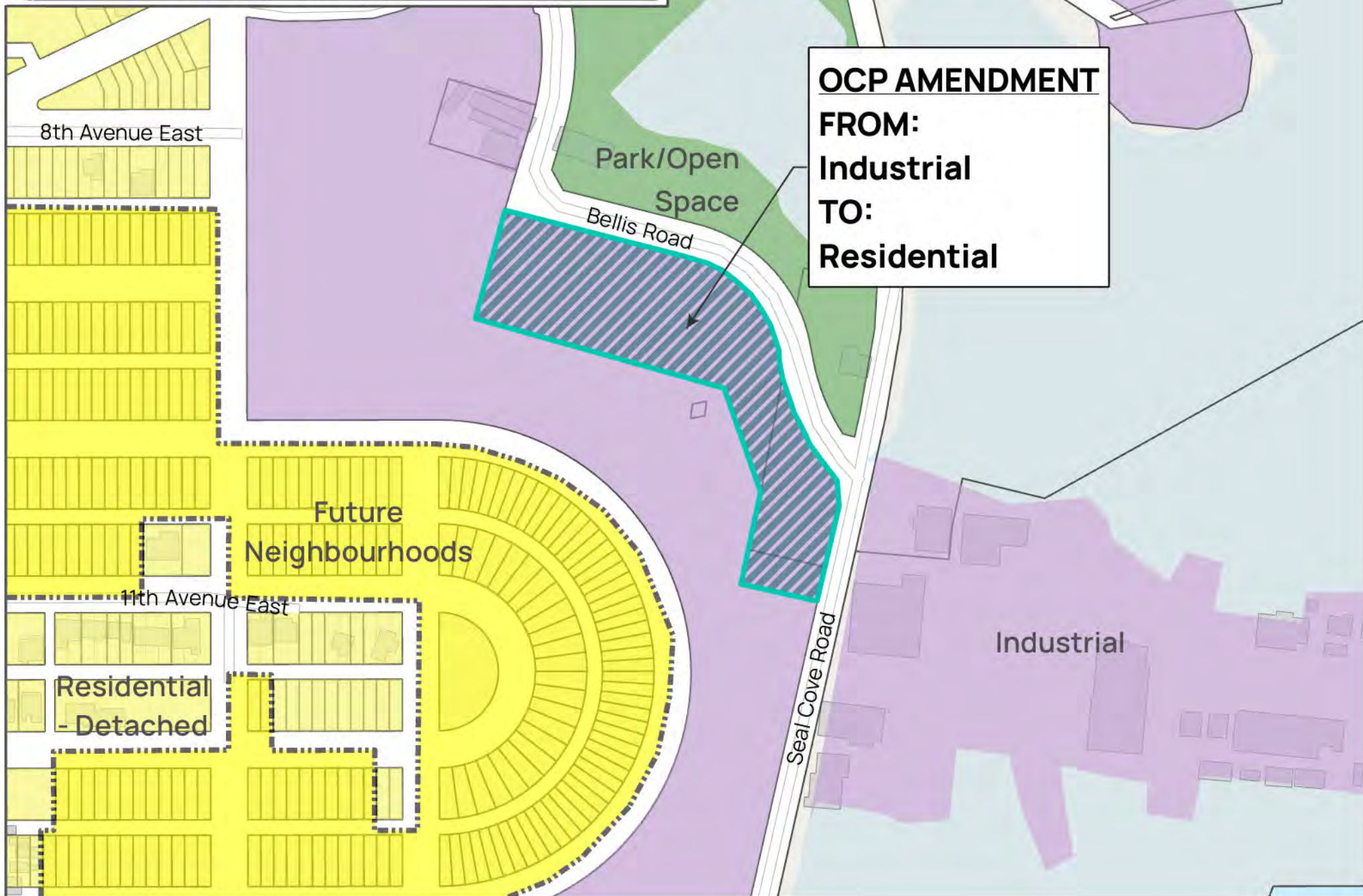
\_\_\_\_\_  
MAYOR

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



**ATTACHMENT A - OCP AMENDMENT  
AMENDMENT BYLAW NO. 3542, 2024  
PORTION OF LOT E - BELLIS ROAD**

Project #: OCP-24-02 Date: 2024/6/3



**OCP AMENDMENT  
FROM:  
Industrial  
TO:  
Residential**



**CITY OF PRINCE RUPERT**

**ZONING BYLAW AMENDMENT BYLAW NO. 3543, 2024**

A BYLAW TO AMEND CITY OF PRINCE RUPERT ZONING BYLAW NO. 3462, 2021

---

**WHEREAS** the Council of the City of Prince Rupert has enacted Zoning Bylaw No. 3462, 2021 for the City of Prince Rupert; AND,

**NOW THEREFORE** the Council of the City of Prince Rupert in an open meeting assembled, enacts as follows:

1. Amend "Schedule B" Zoning Map by rezoning the lots legally described as portion of "LOT E DISTRICT LOT 251 RANGE 5 COAST DISTRICT PLAN 4693 EXCEPT PLANS 6331 9717 9830 12425 PRP12954 AND PRP12955" from M3 - Waterfront Industrial Zone to RM3 - Multiple Family Residential Zone as indicated in Schedule B of this bylaw
2. This Bylaw may be cited as Prince Rupert Zoning Bylaw Amendment No. 3543, 2024.

Read a First time this 24th day of June, 2024.

Read a Second time this 24th day of June, 2024.

Read a Third time this 19th day of August, 2024.

Ministry of Transportation and Infrastructure Approval this 13th day of November, 2024.

Read a Fourth & Final time this \_\_\_\_ day of \_\_\_\_\_, 2024.

Approved under the Transportation Act

this 13th day of November 2024

*[Signature]*

Ministry of Transportation & Infrastructure

\_\_\_\_\_  
MAYOR

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

**ATTACHMENT A - ZONING AMENDMENT  
AMENDMENT BYLAW NO. 3543, 2024  
PORTION OF LOT E - BELLIS ROAD**

Project #: CCP-24-02 Date: 2024/01/17



Scale: 1:1000



8th Avenue East

**RM1Z**

**RMT1**

**ZONING AMENDMENT**  
**FROM:**  
**M3 - WATERFRONT INDUSTRIAL**  
**TO:**  
**RM3 - MULTIPLE FAMILY RESIDENTIAL**

Bellis Road

**M3**

**RM3 - MULTIPLE FAMILY RESIDENTIAL**

11th Avenue East

**P1**

**R2**

Seal Cove Road

Seal Cove Road

# CITY OF PRINCE RUPERT

## 2024 FIVE YEAR FINANCIAL PLAN AMENDMENT BYLAW NO. 3552, 2024

A BYLAW FOR THE CITY OF PRINCE RUPERT TO AMEND THE 2024  
FIVE YEAR FINANCIAL PLAN AMENDMENT BYLAW NO. 3529, 2024

---

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

1. **Schedule “A”** attached hereto and made part of this Bylaw is hereby declared to be the Five Year Financial Plan of the City of Prince Rupert for the period ending December 31<sup>st</sup>, 2028.
2. This Bylaw may be cited as **“2024 Five Year Financial Plan Amendment Bylaw No. 3552, 2024”**.

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

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

READ A THIRD TIME THIS \_\_\_ day of \_\_\_\_\_, 2024.

READ A FORTH AND FINAL TIME THIS \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

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

**Schedule "A"**

CITY OF PRINCE RUPERT

2024 Five Year Financial Plan

The *Community Charter* requires certain information be presented as part of the Five Year Financial Plan. The following Section citations reference the *Community Charter*:

**1. Portion of Funding from Revenue Sources (Section 165 (3.1)a)**

Table One (1) shows the proportion and value of the total revenue proposed to be raised from each funding source in 2024. Grants and other miscellaneous revenues form the largest portion of planned revenue as the City is undertaking many large Capital projects (for example, Water Line renewal, Sewer Line renewal, Waterfront Development) for which large grants have been secured.

New debt to be advanced forms the second largest non-tax funding source in 2024 as the City is borrowing to complete the new RCMP Detachment, fund a portion of the Airport Ferry refit/repower, design Water Capital projects, and replace Sewer lines in tandem with Water line Renewal. Property value taxes are the largest revenue source to support City operations. The property taxation system is relatively easy to administer and understand. It provides a stable and consistent source of revenue for many services that are difficult or undesirable to fund on a user-pay basis. These include services such as fire protection, police protection, bylaw enforcement, libraries, and street maintenance. For these reasons, property value taxation will continue to be a major source of municipal revenue.

**Table 1**

<b>Funding Source</b>	<b>Percentage (%) of Revenue</b>	<b>Amount (\$)</b>
Municipal Property Taxes	18%	28,459,000
Payment in Lieu of Taxes & Prov. Grants	2%	3,626,000
User Fees & Charges	9%	14,966,000
Accruals	2%	2,880,000
Reserves	9%	14,137,000
Accumulated General Operating Surplus	0%	320,000
Accumulated Utilities Operating Surplus	3%	4,656,000
Grants and Other Miscellaneous Revenue	39%	63,116,000
Dividend- Prince Rupert Legacy	3%	4,161,000
Debt Financing	15%	24,020,000
<b>Total</b>	<b>100%</b>	<b>160,341,000</b>

**Schedule “A”**

CITY OF PRINCE RUPERT

2024 Five Year Financial Plan

Objective

- Council will attempt to increase the proportion of City revenue that is derived from sources other than property taxes.

Policy

- Council reviews the fees charged for various services to ensure that the users of the service are paying a fair portion of the operating and capital cost of the service;
- Council will supplement infrastructure expenditures by aggressively pursuing federal and provincial grants; and,
- Council will encourage staff to develop new revenue sources.

**2. Distribution of Property Value Taxes (Section 165 (3.1)(b))**

The City of Prince Rupert determines the current tax rate for each property class by first adjusting the prior year’s tax rate by the BC Assessment generated statistic for *Change in Property Assessment Market Value* for that property classification. The adjusted tax rate is then increased or decreased by the percentage tax increase that Council has set for the current Financial Year.

By providing this consistency, taxpayers in the various classes have stability and confidence in knowing how their future tax bills will be calculated. The City also is required to follow the Provincial Regulation which sets the maximum rates for Port Property Taxes at \$27.50/\$1,000, and \$22.50/\$1,000 for property and improvements that are listed in the Regulation.

Table (2) shows the current property tax revenues of each classification except those classes with zero tax revenue, based on the 2024 Revised Assessment Roll (which is subject to change):

**Table 2**

<b>Property Class</b>	<b>% of Tax Revenue</b>	<b>Amount (\$)</b>
Residential	32%	8,959,000
Utility	1%	356,000
Major Industry	26%	7,448,000
Major Industry Port Property Tax Act	15%	4,212,000
Light Industry	3%	800,000
Business	23%	6,661,000
Recreation	0%	23,000
<b>Total</b>	<b>100%</b>	<b>28,459,000</b>

## Schedule "A"

### CITY OF PRINCE RUPERT

#### 2024 Five Year Financial Plan

##### Objective

- Council will encourage economic development by minimizing tax increases.

##### Policy

- Council will review user fees to ensure that they are appropriate;
- Council will rely primarily on new development and grant opportunities to fund infrastructure and new amenities;
- Council will encourage economic development by providing the stability of using a consistent methodology for calculating property tax levies;
- Council will continue to review its existing permissive property tax exemption practices;

### **3. Use of Permissive and Revitalization Tax Exemptions (Section 165 (3.1)(c) and Section 226)**

Each year the City of Prince Rupert approves partial or full permissive tax exemptions for properties within the community.

##### Objectives

- Council will continue to provide permissive tax exemptions;
- Council will permit exemptions according to the Permissive Tax Exemption Policy;
- Council will permit exemptions to revitalize the downtown core

##### Policy

- Permissive tax exemptions will be considered in conjunction with:
  - a. The value of other assistance being provided by the Community;
  - b. The amount of revenue that the City will lose or forgo if the exemption is granted;
  - c. City of Prince Rupert Permissive Tax Exemption Bylaw 3521, 2023
  - d. The Permissive Property Tax Exemption Policy
  - e. Downtown Core Revitalization Tax Exemption Program Bylaw 3466, 2020.

Table 3 shows the properties which received permissive tax exemptions for 2024. The approximate amount of Municipal Tax exempted is \$486,000.

**Schedule "A"**

CITY OF PRINCE RUPERT

2024 Five Year Financial Plan

**Table 3**

<b><u>Places of Worship (Excluding Statutory Exempt Portion)</u></b>	
Bishop of New Caledonia (Anglican Cathedral)	\$ 535.55
Prince Rupert Congregation of Jehovah's Witnesses	442.94
Church of Jesus Christ of Latter Day Saints Church	721.58
Cornerstone Mennonite Brethren Church	317.30
Fellowship Baptist Church	503.34
The Salvation Army	1,562.36
Harvest Time United Pentecostal Church	217.44
Indo-Canadian Sikh Association Temple	172.75
Prince Rupert Church of Christ Church	140.93
Prince Rupert Native Pentecostal Revival Church	402.67
Prince Rupert Sikh Missionary Society Temple	876.21
First United Church	36.24
First United Church (parking lot)	821.89
First United Church (parking lot)	821.89
St. Paul's Lutheran Church of Prince Rupert	201.34
Sub-total Places of Worship	\$ 7,774.43
<b><u>Other Properties</u></b>	
School District No. 52 (Prince Rupert) (Pacific Coast School)	\$ 8,077.43
School District No. 52 (Prince Rupert) (Pacific Coast School)	143.72
Prince Rupert Senior Citizen's Housing Society	2,856.42
Kaien Senior Citizen's Housing	83.60
Prince Rupert Loyal Order of Moose/Moose Lodge	726.42
Prince Rupert Salmon Enhancement Society	3,455.98
BC Society for the Prevention of Cruelty to Animals	3,929.80
BC Society for the Prevention of Cruelty to Animals	16,909.38
BC Society for the Prevention of Cruelty to Animals	2,357.88

**Schedule "A"**

CITY OF PRINCE RUPERT

2024 Five Year Financial Plan

**Table 3 (continued)**

Prince Rupert Curling Club	21,782.33
Prince Rupert Racquet Association	5,724.13
Prince Rupert Performing Arts Centre Society	156,630.67
Prince Rupert Rod & Gun Club	2,953.61
Cultural Dance Centre & Carving House	15,539.56
Museum of Northern BC	46,955.52
Prince Rupert Golf Club	26,487.22
Prince Rupert Golf Club	6,242.08
Prince Rupert Golf Club	1,693.18
Prince Rupert Golf Club	503.01
Jim Pattison Ind. Ltd (Canfisco Municipal Boat Launch Facility and building, 37.5% of the lands and improvements)	41,777.16
Prince Rupert Gymnastics Association	8,367.11
North Coast Community Services Society	6,983.82
Friendship House Association of Prince Rupert	18,566.57
Prince Rupert Senior Centre Association	1,087.21
Kaien Island Daycare Services Family Resource Centre	1,313.76
Prince Rupert Aboriginal Community Services Society	2,850.95
The Royal Canadian Legion Branch 27 (Only area used by Legion)	972.85
Navy League Prince Rupert Branch	1,103.32
Cedar Village Housing Society (Only area assessed as "Residential/Not-for-profit")	19,766.06
Prince Rupert Rowing & Yachting Club (Only area assessed as "Recreation/Non-Profit")	3,370.35
Prince Rupert Indigenous Housing Society (Only area assessed as "Residential/Not-for-profit")	13,734.73
1279608 BC LTD (Municipal Public Works Facility)	35,255.94
Sub-total other Properties	\$ 478,201.75
<b>Estimated Annual Total Permissive Property Tax Exemptions</b>	<b>\$ 485,976.18</b>

**Schedule "A"**

CITY OF PRINCE RUPERT

2024 Five Year Financial Plan

**4. Proposed Expenditures (Section 165(4)(a))**

Table 4 shows the proposed expenditures for the current year by Fund:

**Table 4**

<b>Proposed Expenditures</b>	<b>Amount (\$)</b>
Operating Fund	86,454,000
Sewer Utility Fund	21,049,000
Solid Waste Fund	12,261,000
Water Utility Fund	40,577,000
<b>Total</b>	<b>160,341,000</b>

**5. Proposed Funding Sources (Section 165(4)(b) & Section 165(7)(a-e))**

Table 5 shows the proposed funding sources for the current year:

**Table 5**

<b>Funding Source</b>	<b>Percentage (%) of Revenue</b>	<b>Amount (\$)</b>
Municipal Property Taxes	18%	28,459,000
Payment in Lieu of Taxes & Provincial Grants	2%	3,626,000
User Fees & Charges	9%	14,966,000
Accruals	2%	2,880,000
Reserves	9%	14,137,000
Accumulated General Operating Surplus	0%	320,000
Accumulated Utilities Operating Surplus	3%	4,656,000
Grants and Other Miscellaneous Revenue	39%	63,116,000
Dividend- Prince Rupert Legacy	3%	4,161,000
Debt Financing	15%	24,020,000
<b>Total</b>	<b>100%</b>	<b>160,341,000</b>

**Schedule "A"**

CITY OF PRINCE RUPERT

2024 Five Year Financial Plan

**6. Proposed Transfers Between Funds (Section 165(4)(c))**

See items 11 and 12 (including Tables 8 and 9) of this Schedule.

**7. Amount Required to Pay Interest & Principal on Municipal Debt (Section 165(6)(a))**

The amount required to pay interest and principal on municipal debt is approximately \$3,530,000

**8. Amount Required for Capital Purposes (Section 165(6)(b))**

Capital Purchases

Table 6 shows the 2024 Capital Purchases:

**Table 6**

<b>Department</b>	<b>Amount (\$)</b>
Fire Protection	1,222,000
Building	2,826,000
Policing	17,100,000
Recreation	302,000
Real Estate	545,000
Civic Improvements	10,275,000
Transportation	2,398,000
Vehicles & Mobile Equipment (General)	200,000
Vehicles & Mobile Equipment (Water)	190,000
Vehicles & Mobile Equipment (Solid Waste)	475,000
<b>Total</b>	<b>35,533,000</b>

**Schedule "A"**

CITY OF PRINCE RUPERT

2024 Five Year Financial Plan

Capital Works

Table 7 shows the 2024 Capital Works:

**Table 7**

<b>Fund</b>	<b>Amount (\$)</b>
Water Utility	35,900,000
Sewer Utility	19,477,000
Solid Waste Utility	6,175,000
Civic Improvements	138,000
Transportation	3,280,000
<b>Total</b>	<b>64,970,000</b>

**9. The Amount Required for a Deficiency (Section 165(6)(c) & Section (165(9))**

Nil

**10. The Amount Required for Other Municipal Purposes (Section 165(6)(d))**

Expenditures for other municipal purposes are \$56,308,000 which is the total from Table 4 of \$160,341,000 less the amounts under Items 7 and 9 (\$3,530,000 and Nil) and the totals from Tables 6 and 7 (\$35,533,000 and \$64,970,000).

**11. Proposed Interfund Borrowing and Transfers of Reserves (Sections 165(8)(a) and 180)**

Funding was needed for the financial shortfall of \$1,301,000 on capital water main replacements in 2023, part of which was borrowed from the Land Acquisition and Disposal Reserve Fund. This reserve lent \$845,000 to the Water Capital Program Reserve Fund which is proposed to be repaid with interest in 2024. This repayment is funded by interest revenue earned in the Water Fund. Table 8a proposes this repayment, after which there is no outstanding internal borrowing between Reserve Funds:

**Table 8a**

<b>Interfund Borrowing of Reserves</b>	<b>Amount (\$)</b>
From: Water Capital Program Reserve Fund	(857,000)
To: Land Acquisition and Disposal Reserve Fund	857,000

**Schedule "A"**

CITY OF PRINCE RUPERT

2024 Five Year Financial Plan

Table 8b proposes the following transfers:

**Table 8b**

<b>Transfer of Reserves</b>	<b>Amount (\$)</b>
From:	
RCMP Reserve	(2,150,000)
General Capital Reserve	(1,550,000)
NW BC Regional Funding Agreement Reserve	(2,845,000)
Public Works Equipment Reserve	(880,000)
Ferry Maint. & Capital Replacement Reserve	(650,000)
Parking Reserve	(210,000)
Land Reserve	(50,000)
Water Treatment Grant Reserve	(3,212,000)
Northern Capital and Planning Grant Reserve	(2,440,000)
Duncan Road Improvements Reserve	(150,000)
General Operating Fund	(8,309,000)
Water Operating Fund	(918,000)
Sewer Operating Fund	(167,000)
Solid Waste Operating Fund	(93,000)
<b>Total</b>	<b>(23,624,000)</b>
To:	
RCMP Reserve	335,000
Miscellaneous Reserves (interest)	200,000
Rushbrook Parking Program Reserve	80,000
Recreation Asset Management Reserve	57,000
Water Capital Program Reserve	918,000
Sewer Capital Program Reserve	167,000
Solid Waste Capital Program Reserve	93,000
General Capital Reserve	459,000
NW BC Regional Funding Agreement Reserve	6,860,000
Public Works Equipment Reserve	318,000
General Operating Fund loan payments	180,000
General Operating Fund Capital Works	2,105,000
General Operating Fund Capital Purchases	4,852,000
Water Fund Capital Works	4,400,000
Water Fund Capital Purchases	190,000
Solid Waste Fund Capital Works	1,950,000
Solid Waste Fund Capital Purchases	310,000
Sewer Fund Capital Works	150,000
<b>Total</b>	<b>23,624,000</b>

**Schedule "A"**

CITY OF PRINCE RUPERT

2024 Five Year Financial Plan

**12. Proposed Transfers of Accumulated Surplus (Section 165(8)(b))**

Table 9 shows the Accumulated General and Utility Fund Surpluses being used this year to fund operating activities, Special Projects and Capital expenditures.

**Table 9**

<b>Transfers of Accumulated Surplus</b>	<b>Amount (\$)</b>
From:	
General Operating Fund Surplus	(320,000)
Solid Waste Utility Fund Surplus	(1,329,000)
Sewer Utility Fund Surplus	(3,327,000)
<b>Total</b>	<b>(4,976,000)</b>
To:	
General Operating Fund Special Projects	80,000
General Operating Fund Capital Purchases	205,000
General Operating Fund Capital Works	35,000
Solid Waste Utility Fund Operations	1,029,000
Solid Waste Utility Fund Capital Works	300,000
Sewer Utility Fund Capital Works	3,327,000
<b>Total</b>	<b>4,976,000</b>

**Schedule "A"**

CITY OF PRINCE RUPERT

2024 Five Year Financial Plan

**General Operating Fund Departmental Budgets**

Tables 10(a) & 10(b) show the General Operating Fund Budgets.

**Table 10(a)**

<b>GENERAL OPERATING FUND</b>	<b>Budget 2024</b>	<b>Budget 2025</b>	<b>Budget 2026</b>	<b>Budget 2027</b>	<b>Budget 2028</b>
<b>Revenues by Department</b>					
Airport Ferry	1,180,000	1,556,000	1,626,000	1,691,000	1,759,000
Bylaw Enforcement	151,000	154,000	157,000	160,000	160,000
Cemetery	139,000	159,000	164,000	170,000	177,000
Civic Properties	252,000	257,000	82,000	84,000	84,000
Corporate Administration	84,000	84,000	84,000	84,000	84,000
Cow Bay Marina	455,000	501,000	551,000	606,000	626,000
Development Services	303,000	309,000	316,000	323,000	323,000
Economic Development	70,000	70,000	70,000	70,000	70,000
FD 911 Services	79,000	78,000	77,000	76,000	75,000
FD Fire Protective Services	5,000	6,000	6,000	6,000	6,000
Finance	15,000	15,000	15,000	15,000	15,000
Fiscal Revenues	16,536,000	8,524,000	8,321,000	8,314,000	8,445,000
Information Technology	1,000	1,000	1,000	1,000	1,000
PW Engineering	5,000	5,000	5,000	5,000	5,000
PW Common Costs	70,000	71,000	72,000	73,000	74,000
RCMP	147,000	149,000	151,000	153,000	156,000
Rec. Centre Arena	261,000	265,000	269,000	273,000	277,000
Rec. Centre Civic Centre	362,000	377,000	386,000	403,000	421,000
Rec. Centre Community Services	3,000	15,000	15,000	15,000	15,000
Rec. Centre Pool	523,000	533,000	543,000	553,000	563,000
Transit	201,000	207,000	213,000	219,000	226,000
Victim Services	113,000	77,000	77,000	77,000	77,000
Watson Island	400,000	400,000	400,000	400,000	400,000
<b>Subtotal</b>	<b>21,355,000</b>	<b>13,813,000</b>	<b>13,601,000</b>	<b>13,771,000</b>	<b>14,039,000</b>
Property Taxes (existing)	26,025,000	28,459,000	29,593,000	30,361,000	31,114,000
Property Tax Increase (Decrease) - Non-market change	700,000	-	-	-	-
Property Tax Increase (Decrease)	1,734,000	1,134,000	768,000	753,000	666,000
<b>Total Operating Revenues</b>	<b>49,814,000</b>	<b>43,406,000</b>	<b>43,962,000</b>	<b>44,885,000</b>	<b>45,819,000</b>
PR Legacy Inc contributions- Capital Works	178,000	-	-	-	-
PR Legacy Inc contributions- Capital Purchases	837,000	-	-	-	-
Conditional Project Grants - Capital Purchases	11,468,000	-	-	-	-
Appropriated Reserves - Capital Works	2,105,000	-	-	-	-
Appropriated Reserves - Capital Purchases	4,852,000	-	-	-	-
Community Works Fund (Gas Tax) - Capital Purchases	321,000	-	-	-	-
Appropriated Surplus - Capital Purchases	205,000	-	-	-	-
Appropriated Surplus - Capital Works	35,000	-	-	-	-
PR Legacy Inc contributions- Special Projects	188,000	-	-	-	-
Appropriated Surplus - Special Projects	80,000	-	-	-	-
Conditional Project Grants - Special Projects	751,000	-	-	-	-
Loans from MFA - Capital Purchases	15,620,000	1,300,000	-	-	-
<b>Total Capital Revenues</b>	<b>36,640,000</b>	<b>1,300,000</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total General Operating Fund Revenues</b>	<b>86,454,000</b>	<b>44,706,000</b>	<b>43,962,000</b>	<b>44,885,000</b>	<b>45,819,000</b>

**Schedule "A"**

**CITY OF PRINCE RUPERT**

**2024 Five Year Financial Plan**

**Table 10(b)**

<b>GENERAL OPERATING FUND</b>	<b>Budget 2024</b>	<b>Budget 2025</b>	<b>Budget 2026</b>	<b>Budget 2027</b>	<b>Budget 2028</b>
<b><u>Expenditures by Department</u></b>					
Airport Ferry	2,375,000	2,830,000	2,898,000	3,008,000	3,132,000
Bylaw Enforcement	476,000	482,000	488,000	495,000	502,000
Cemetery	323,000	329,000	334,000	340,000	345,000
Civic Properties	742,000	753,000	764,000	775,000	786,000
Corporate Administration	1,153,000	1,165,000	1,189,000	1,213,000	1,237,000
Cow Bay Marina	450,000	468,000	488,000	508,000	527,000
Development Services	1,015,000	1,035,000	1,053,000	1,073,000	1,105,000
Economic Development	254,000	262,000	267,000	272,000	276,000
FD 911 Services	675,000	688,000	702,000	715,000	730,000
FD Fire Protective Services	5,578,000	5,529,000	5,666,000	5,807,000	5,947,000
FD Emergency Measures	31,000	31,000	31,000	31,000	31,000
Finance	1,362,000	1,214,000	1,237,000	1,261,000	1,286,000
Finance Cost Allocation	(471,000)	(524,000)	(575,000)	(629,000)	(660,000)
Fiscal Expenditures	3,666,000	4,620,000	4,317,000	4,342,000	4,368,000
Governance	432,000	452,000	468,000	484,000	501,000
Grants in Aid to Community Partners	1,889,000	1,936,000	1,985,000	2,035,000	2,087,000
Human Resources	488,000	498,000	509,000	520,000	531,000
Information Technology	805,000	818,000	831,000	844,000	857,000
Parks	1,323,000	1,346,000	1,369,000	1,392,000	1,415,000
PW Engineering	782,000	878,000	897,000	915,000	932,000
PW Common Costs	5,493,000	5,643,000	5,799,000	5,961,000	6,129,000
Allocation of PW Common Cost	(5,351,000)	(5,487,000)	(5,619,000)	(5,745,000)	(5,887,000)
PW Vehicles	1,778,000	1,848,000	1,879,000	1,911,000	1,942,000
Allocation of PW Vehicles	(1,778,000)	(1,848,000)	(1,879,000)	(1,911,000)	(1,942,000)
RCMP	7,355,000	7,509,000	7,692,000	7,880,000	8,065,000
Rec. Centre Arena	589,600	574,000	583,000	596,000	606,000
Rec. Centre Civic Centre	2,123,400	2,191,000	2,242,000	2,292,000	2,327,000
Rec. Centre Community Services	4,000	4,000	4,000	4,000	4,000
Rec. Centre Pool	1,550,000	1,593,000	1,634,000	1,668,000	1,690,000
Roads	2,534,000	2,655,000	2,780,000	2,855,000	2,934,000
Transit	854,000	974,000	985,000	1,025,000	1,064,000
Victim Services	222,000	225,000	229,000	233,000	237,000
Watson Island	400,000	400,000	400,000	400,000	400,000
Transfer to Reserves (Interest, RCMP Loan)	535,000	200,000	200,000	200,000	200,000
Transfer to General Capital Reserves	7,260,000	400,000	400,000	400,000	400,000
<b>Total Operating Expenses</b>	<b>46,917,000</b>	<b>41,691,000</b>	<b>42,247,000</b>	<b>43,170,000</b>	<b>44,104,000</b>
Provision for Special Projects	1,251,000	25,000	25,000	25,000	25,000
Provision for Capital Purchases	34,868,000	1,890,000	590,000	590,000	590,000
Provision for Capital Works	3,418,000	1,100,000	1,100,000	1,100,000	1,100,000
<b>Total Capital Expenses</b>	<b>39,537,000</b>	<b>3,015,000</b>	<b>1,715,000</b>	<b>1,715,000</b>	<b>1,715,000</b>
<b>Total Operating Fund Expenditures</b>	<b>86,454,000</b>	<b>44,706,000</b>	<b>43,962,000</b>	<b>44,885,000</b>	<b>45,819,000</b>
<b>Surplus(Deficit)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**Schedule "A"**

CITY OF PRINCE RUPERT

2024 Five Year Financial Plan

**13. Utility Funds Revenue & Expenditure Budgets**

Table 11 shows the Utility Operating Funds proposed budgets.

**Table 11**

UTILITY OPERATING FUNDS	Budget 2024	Budget 2025	Budget 2026	Budget 2027	Budget 2028
<b>Sanitary and Storm Sewer</b>					
Operating Revenues	2,872,000	3,240,000	4,422,000	5,071,000	5,694,000
Grants	8,300,000	11,695,000	2,810,000	696,000	-
PR Legacy Inc contributions	-	2,500,000	-	-	-
Appropriated Surplus - Cap Works	3,327,000	1,400,000	-	-	-
Loans from MFA	6,400,000	13,000,000	17,190,000	5,410,000	-
Funding from Reserves	150,000	-	-	-	-
Capital Works	(19,477,000)	(29,775,000)	(21,275,000)	(6,685,000)	(750,000)
Revenue for operations	1,572,000	2,060,000	3,147,000	4,492,000	4,944,000
Expenditures	1,572,000	2,060,000	3,147,000	4,492,000	4,944,000
Surplus (Deficit)	-	-	-	-	-
<b>Water</b>					
Operating Revenues	5,487,000	4,583,000	4,939,000	5,325,000	5,598,000
Grants	28,000,000	50,000,000	50,000,000	5,500,000	-
PR Legacy Inc contributions	500,000	-	-	-	-
Loans from MFA	2,000,000	4,000,000	1,000,000	18,000,000	15,000,000
Funding from Reserves	4,590,000	2,000,000	6,000,000	-	-
Capital Purchases	(190,000)	-	-	-	-
Capital Works	(35,900,000)	(56,750,000)	(57,750,000)	(24,250,000)	(15,750,000)
Revenue for operations	4,487,000	3,833,000	4,189,000	4,575,000	4,848,000
Expenditures	4,487,000	3,833,000	4,189,000	4,575,000	4,848,000
Surplus (Deficit)	-	-	-	-	-
<b>Solid Waste</b>					
Operating Revenues	4,792,000	5,177,000	5,485,000	5,811,000	6,156,000
Appropriated Surplus - Cap Works	300,000	-	-	-	-
Funding from Accruals - CW	2,880,000	-	-	-	-
Funding from Reserves	2,260,000	-	-	-	-
Community Works Fund (Gas Tax)	1,000,000	-	-	-	-
Capital Purchases	(475,000)	-	-	-	-
Capital Works	(6,175,000)	(45,000)	(48,000)	(51,000)	(54,000)
Revenue for operations	4,582,000	5,132,000	5,437,000	5,760,000	6,102,000
Appropriated Surplus for Rate Stabilization	1,029,000	783,000	571,000	343,000	109,000
Expenditures	5,611,000	5,915,000	6,008,000	6,103,000	6,211,000
Surplus (Deficit)	-	-	-	-	-

# CITY OF PRINCE RUPERT

## REVITALIZATION TAX EXEMPTION PROGRAM BYLAW NO. 3553, 2024

### A BYLAW TO ESTABLISH A REVITALIZATION TAX EXEMPTION PROGRAM

---

WHEREAS Section 226 of the *Community Charter* provides that a Council may by bylaw adopt a tax exemption program for the purpose of encouraging revitalization in areas within the municipality;

AND WHEREAS Council wishes to encourage revitalization in certain areas of the City through incentives;

AND WHEREAS Council has considered this bylaw in conjunction with the objectives and policies set out under Section 165 of the *Community Charter*;

AND WHEREAS Council has given notice of its intention to adopt this revitalization tax exemption program bylaw in accordance with Section 227 of the *Community Charter*;

NOW THEREFORE the Council of the City of Prince Rupert, in open meeting assembled, hereby enacts as follows:

#### **Title**

1. This Bylaw may be cited for all purposes as **“Revitalization Tax Exemption Program Bylaw No. 3553, 2024”**.

#### **Objectives**

2. The revitalization tax exemption program established under this Bylaw is intended to generate economic growth, new investment, community redevelopment and revitalization as well as encourage multi-family residences as described in the revitalization area.
3. The following Schedules are attached hereto and form part of this bylaw:
  - (1) Schedule A1 – Downtown Core Revitalization Area
  - (2) Schedule A2 – Industrial Revitalization Area
  - (3) Schedule B – Application for Revitalization Tax Exemption
  - (4) Schedule C – Revitalization Tax Exemption Agreement
  - (5) Schedule D – Revitalization Tax Exemption Certificate

#### **Definitions**

4. In this Bylaw, the following terms are defined as:

**“agreement”** means a Revitalization Tax Agreement, between the Owner of a Property and the City, pursuant to this Bylaw and section 226(7) of the *Community Charter*, in the form attached to and forming part of this Bylaw as Schedule C;

**“application”** means a Revitalization Tax Exemption Application, in the form attached hereto and forming part of this Bylaw as Schedule B;

**“Assessed Value”** has the same meaning as set out in the *Assessment Act* of British Columbia;

**“Assessment Authority”** means the British Columbia Assessment Authority that provides property assessments on an annual basis for all property owners in the province.;

**“Building”** means a building that is used for an eligible use;

**“Complete”** means:

- a) That the work carried out by the Owner is completed within the conditions set out by the *“Builders Lien Act”*; and,
- b) That an occupancy permit has been issued by the City’s building inspector for an Eligible Improvement.

**“Construction Value”** means the estimated total value of all construction work related to an eligible improvement, acceptable to the City’s building inspector and using the methodology for determining the value of construction on a building permit pursuant to the City’s Building Bylaw, and, if required by the building inspector, must be determined by an estimate prepared by the Owner’s design professional, architect or engineer;

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

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

**“Downtown Core Revitalization Area”** means that area of land in the City of Prince Rupert shown outlined on Schedule A1;

**“Eligible Improvement”** means:

- a) A new Building that is constructed in the Revitalization Area; or
- b) An existing Building on Eligible Land that is being redeveloped and has exterior building improvements valued at \$50,000 or more.

**“Eligible Land”** means a Parcel within the Downtown Core Revitalization Area or the Industrial Revitalization Area identified in Schedule A1 or A2;

**“Eligible Use”** means a commercial use, a light industrial use, or a residential use comprising a multiple family dwelling, as those terms are used in the City’s Zoning Bylaw;

**“Industrial Revitalization Area”** means that area of land in the City of Prince Rupert shown outlined on Schedule A2;

**“Municipal Property Taxes”** mean such portion of property value taxes that are imposed or levied pursuant to Section 197(1)(a) of the *Community Charter*, on all taxable land and improvements, which for clarity, as of the date of this Bylaw, includes without limitation, general municipal, debt and transit purposes of the City, and do not include taxes pursuant to Section 197(1)(b) of the *Community Charter* or taxes collected for other authorities including, but not limited to Northwest Hospital District, school, Municipal Finance Authority, North Coast Regional District, and BC Assessment Authority taxes;

**“Net Increase Resulting from Non-Market Change”** means the increase in the assessment of improvements existing on the property prior to the commencement of constructing the eligible improvement;

**“Non-Market Change”** means the change as determined by the Assessment Authority under the *Assessment Act*, to the improvements portion of a property’s assessed value, after issuance of a building permit for construction that is not due to real estate market fluctuations;

**“Owner”** means the registered owner of Eligible Land;

**“Parcel(s)”** means any lot, block or other area in which land is held or into which it is subdivided;

**“Property”** means the legally described land and improvements located in a particular Revitalization Area with respect to which a Revitalization Tax Exemption is applied for and as legally described in the Agreement and the Certificate;

**“Redevelopment”** means the alteration or addition to an existing Building that results in the Net Increase Resulting from Non-Market Change;

**“Revitalization Area”** means the Downtown Core Revitalization Area or the Industrial Revitalization Area and **“Revitalization Areas”** means all of those areas together;

**“Revitalization Tax Exemption Program”** means the revitalization tax exemption program established under this Bylaw for eligible improvements;

**“Schedule”** means a schedule attached to this Bylaw;

**“Tax Exemption”** means a revitalization tax exemption for which a Tax Exemption Certificate has been issued;

**“Tax Exemption Certificate”** or **“Certificate”** means a revitalization tax exemption certificate issued by the City pursuant to this Bylaw and pursuant to the provisions of Section 226 of the *Community Charter*, substantially in the form attached to, and forming part of, this Bylaw as Schedule D;

“**Tax Year**” means the calendar year from January 01 to December 31;

“**Term of bylaw**” means the effective date the bylaw is in force;

**Establishment of Revitalization Areas and Revitalization Tax Exemption Program**

- 5. There is hereby established the Downtown Core Revitalization Area and the Industrial Revitalization Area.
- 6. Pursuant to the *Community Charter*, there is hereby established a revitalization tax exemption program providing for the Tax Exemption for eligible improvements located within the Revitalization Areas.

**Term of bylaw**

- 7. This bylaw and the program established by it will be in force between January 1, 2025 and December 31, 2029.
- 8. Applications for the Revitalization Tax Exemption program will be received between January 1, 2025 through December 31, 2029.
- 9. The Tax Exemption program established herein does not apply retroactively.
- 10. Tax exemption certificates issued under this program will survive the expiration of this bylaw.

**Eligible Lands**

- 11. For a property to be eligible for a tax exemption in the relevant tax year:
  - a) the property must be located within either the Downtown Core Revitalization Area or the Industrial Revitalization area,
  - b) the property must be used for an eligible use, and
  - c) an application for a revitalization tax exemption must be received prior to any construction of a new improvement being undertaken.

**Tax Exemption Amounts**

- 12. The tax exemption for construction of a new eligible improvement is as follows:
  - a) Tax exemption for a term of ten (10) years as follows:

Year’s 1 – 5	100% municipal property tax exemption
Year 6	80% municipal property tax exemption
Year 7	60% municipal property tax exemption
Year 8	40% municipal property tax exemption
Year 9	20% municipal property tax exemption

Year 10                      10% municipal property tax exemption

13. Tax exemption for redevelopment of an eligible improvement is as follows:

a) Tax exemption for a term of five (5) years:

Year's 1 – 5                      100% municipal property tax exemption.

**Application Process**

14. An owner of a property who wishes to apply for a Tax Exemption under this bylaw must, prior to the issuance of a building permit for the eligible improvement, submit to the City a completed application in writing as shown as Schedule B accompanied by:

a) Proof that all taxes assessed and rates, charges, and fees imposed on the property have been paid.

b) A description of the eligible improvement and a certificate from the owner's design professional/architect/engineer in a form satisfactory to the Chief Financial Officer certifying that the construction value of the eligible improvement exceeds the minimum construction value threshold applicable as stated within this bylaw.

c) An application fee in the amount of \$200.00.

d) A copy of the agreement substantially in the form and with the content of the agreement attached to this bylaw as Schedule C, duly executed by and on behalf of the owner.

15. Should the applicant meet the requirements above and the City determines that the owner qualifies for the revitalization application program, the City will enter into the agreement referenced at 14 d) above subsequent to the owner obtaining a building permit.

**Revitalization Taxation Certificate**

16. After all the provisions, terms, and conditions of this Bylaw and the Agreement are met, the Chief Financial Officer will issue a Revitalization Tax Exemption Certificate for the property.

17. For a Tax Exemption to commence in any given year, the Owner must submit a Revitalization Tax Exemption application to the City by July 31 of the preceding year in order to receive a certificate by October 31.

### **Conditions**

18. The following conditions must be met before the City will issue a certificate to the owner of the property
  - a) Delivery to the City of the application package as detailed in section 14;
  - b) The owner has not allowed the property taxes for the property to go into arrears or to become delinquent;
  - c) Execution of the agreement by both the owner and the City by December 31, 2029;
  - d) The Owner has not sold all or any portion of their equitable or legal fee simple interest in the property without the transferee taking an assignment of the Agreement and agreeing to be bound by it;
  - e) Proof of Occupancy permit issued to be submitted by the owner to the Chief Financial Officer.

### **Cancellation of Certificate**

19. A certificate may be cancelled by the City at the request of the owner or if any of the following occur:
  - a) The owner breaches any covenant or condition of this Bylaw, the agreement, or the certificate;
  - b) The owner allows the property taxes to go into arrears; or
  - c) The property is put to a use that is not permitted or fails to meet the eligible use requirements in the defined revitalization area.
20. If a Revitalization Tax Exemption Certificate is cancelled:
  - a) the Chief Financial Officer will notify the owner as soon as is practicable; and
  - b) the owner will remit to the City, no later than 30 days after the date of the cancellation of the certificate, the prorated amount of the tax exemption received for the balance of the tax year remaining from the cancellation date.

### **Severability**

21. If any section, subsection or phrase of this bylaw is for any reason held to be invalid by a Court of competent jurisdiction, the section, subsection or phrase may be severed from the bylaw without affecting the validity of the remainder of the bylaw.

22. Any enactments referred to herein is a reference to an enactment of British Columbia and regulation thereto, as amended, revised, consolidated or replaced from time to time.

**Repeal**

23. The City of Prince Rupert Downtown Core Revitalization Tax Exemption Program Bylaw No. 3466, 2020 and all schedules and any amendments thereto is hereby repealed.
24. The City of Prince Rupert Revitalization Tax Exemption Program Bylaw No. 3481, 2021 and all schedules and any amendments thereto is hereby repealed.

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

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

READ THE THIRD TIME this \_\_\_\_ day of \_\_\_\_\_, 2024.

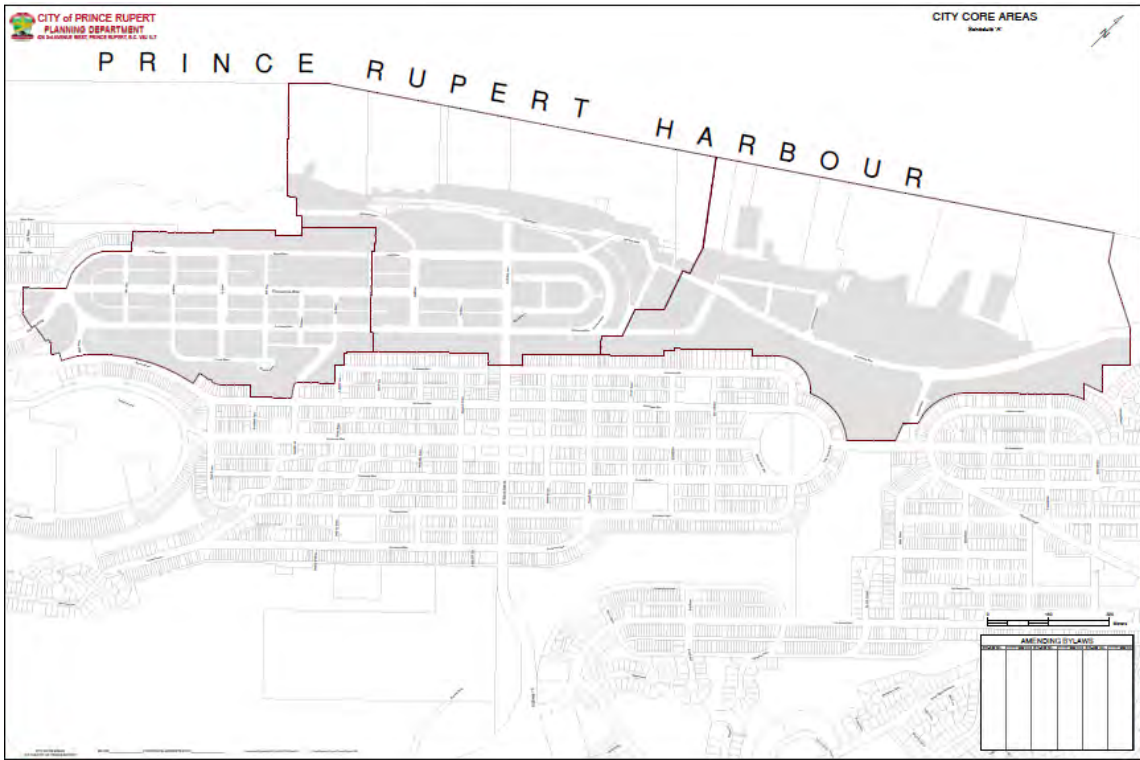
READ A FOURTH AND FINAL TIME this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR

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

**REVITALIZATION TAX EXEMPTION PROGRAM BYLAW 3553, 2024**

**SCHEDULE "A1" Downtown Core Revitalization Area**



Note: Eligible exemptions in the Midtown District are limited to multi-family residential and existing commercial redevelopments. Midtown is considered at the far left of the map.

**REVITALIZATION TAX EXEMPTION PROGRAM BYLAW 3553, 2024**  
**SCHEDULE "A2" Industrial Revitalization Area**



**REVITALIZATION TAX EXEMPTION PROGRAM BYLAW 3553, 2024**

**SCHEDULE "C"**

**REVITALIZATION TAX EXEMPTION AGREEMENT**

THIS AGREEMENT, dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is  
BETWEEN

*[Insert name and address of the Owner of the Property for which the tax exemption  
will apply]*

(the "**Owner**")

AND:

The Corporation of the City of Prince Rupert, being a municipal corporation  
incorporated under the *Local Government Act*, R.S.B.C. 1996, c. 323.

(the "**City**")

**GIVEN THAT:**

A. The Owner is the registered owner in fee simple of the Property within the City of Prince  
Rupert and legally described as

PID: \_\_\_\_\_

Legal description: \_\_\_\_\_

(the "**Property**");

B. The Property is within an area that Council has designated as a Revitalization Area under  
the Revitalization Tax Exemption Bylaw 3553, 2024;

C. The Property Owner has applied to the City to participate in the revitalization tax exemption  
program;

D. As part of the Revitalization Tax Exemption Program, the parties have agreed to enter in  
this Agreement to formalize the terms and conditions of a revitalization tax exemption  
applicable to the Property.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this  
Agreement, and the payment by the Owner to the City in the amount of Ten Dollars (\$10) the  
receipt and sufficiency of which are acknowledged by the City, the Owner and the City covenant  
and agree with each other as follows:

**DEFINITIONS**

1. In this Agreement the following words have the following meanings:

- (a) "**Agreement**" means this Agreement;
- (b) "**Assessed Value**" has the same meaning as set out in the *Assessment Act* of British Columbia;
- (c) "**Bylaw**" means the "*City of Prince Rupert Revitalization Tax Exemption Program Bylaw 3553, 2024*", and any amendments to it, in force from time to time;
- (d) "**Dispose**" means to transfer by any method and includes assign, give, sell, grant, charge, convey, bequeath, devise, lease, rent or sublet, divest, release or agree to do any of those things;
- (e) "**Eligible Improvement**" means:
  - 1) A new Building that is constructed in the Revitalization Area; or
  - 2) An existing Building on Eligible Land that is being redeveloped and has exterior building improvements valued at \$50,000 or more.
- (f) "**Net Increase Resulting from Non-Market Change**" means the increase in the assessment of improvements existing on the property prior to the commencement of constructing the eligible improvement.
- (g) "**Non-Market Change**" means the change as determined by the Assessment Authority under the *Assessment Act*, to the improvements portion of a property's assessed value, after issuance of a building permit for construction that is not due to real estate market fluctuations.
- (h) "**Owner**" means the owner of the Property and any subsequent owner of the Property or any parts into which the Property are subdivided, and includes any person who is a registered owner in fee simple of the Property from time to time;
- (i) "**Property**" means the legally described lands and improvements to which a Revitalization Tax Exemption is applied for and as legally described in this Agreement.;
- (j) "**Revitalization Area**" has the meaning defined in the Bylaw;
- (k) "**Tax Exemption**" means a revitalization tax exemption for which a Tax Exemption Certificate has been issued; and
- (l) "**Tax Exemption Certificate**" or "Certificate" means a revitalization Tax Exemption Certificate issued by the City of Prince Rupert under the Bylaw and the *Community Charter*.

**TERM**

2. The Owner COVENANTS AND AGREES WITH THE City that the term of this Agreement shall commence on the day of its execution and will continue in effect until the earlier of:
  - (a) the cancellation or expiry of the Tax Exemption Certificate; and
  - (b) termination of this Agreement in accordance with section 19.

**APPLICABLE LAND AND IMPROVEMENTS**

3. The Tax Exemption provided for under the Bylaw applies to the Property located in the Revitalization Area defined in the Bylaw provided the Property meets all the conditions of an eligible improvement as defined in the Bylaw and this Agreement:
 

Any construction of a new improvement or a redevelopment that is undertaken prior to the Application for a Revitalization Tax Exemption will not be eligible for consideration.

**OPERATION AND MAINTENANCE OF THE PROPERTY**

4. Throughout the term of the Tax Exemption the Owner must operate, repair and maintain the property and keep the property in a state of good repair as a prudent Owner would do.

**REVITALIZATION TAX EXEMPTION CERTIFICATE**

5. (a) Once the Owner has completed the construction of the eligible improvement referred to in Section 3 of this Agreement and all the conditions of any applicable development permit have been completed and the City has issued an Occupancy Permit under the City’s Building Bylaw in respect of the eligible improvement, the City shall issue a revitalization Tax Exemption Certificate to the Owner of the Property if the Owner and the Property are otherwise in compliance with this Agreement.
  - (b) A revitalization Tax Exemption Certificate must, in accordance with the Bylaw and this Agreement, specify the following:
    - (i) the amount of the Tax Exemption or the formula for determining the exemption;
    - (ii) the term of the Tax Exemption;
    - (iii) the conditions on which the Tax Exemption is provided; and
    - (iv) that a recapture is payable if the revitalization Tax Exemption Certificate is cancelled and how that amount is to be determined.
  - (c) A Revitalization Tax Exemption Certificate does not apply to taxation in a calendar year unless it is issued on or before October 31, in the preceding year.

**REVITALIZATION TAX EXEMPTION**

6. So long as a Revitalization Tax Exemption Certificate in respect of the Property has not been cancelled, the Property is exempt, to the extent, for the period and subject to the conditions provided in the Tax Exemption Certificate, from municipal property taxation as outlined in the Bylaw.
7. The amount of Revitalization Tax Exemption authorized under the bylaw is equal to any net increase resulting from the non-market change in assessed value of the improvements on the Property attributed to the building permit issued as a result of the construction of an eligible improvement as outlined in Section 3 of this agreement.
8. The maximum Revitalization Tax Exemption authorized under the bylaw must not exceed the net increase resulting from the non-market change in assessed value of the improvements on the Property between:
  - (a) the calendar year before the construction or alteration began, as outlined in Section 3 of this Agreement; and
  - (b) the calendar year in which the construction or alteration as outlined in Section 3 of this Agreement is completed.
9. The Property's non-market change in assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to new construction of an eligible improvement as outlined in Section 3 of this Agreement, as a result of the Revitalization Tax Exemption.
10. The revitalization Tax Exemption Certificate may be cancelled by the City:
  - (a) on the request of the Owner,
  - (b) the Owner breaches any covenant or condition of "Revitalization Tax Exemption Bylaw No. 3553, 2024", the Agreement, or the Certificate;
  - (c) if the Property's use is changed to one that is not included in the "Revitalization Tax Exemption Bylaw No. 3553, 2024";
  - (d) the Owner has allowed any of the non-municipal property taxes, or other municipal fees, charges and levies associated with the property to go into arrears;
  - (e) the Property is put to a use that is not permitted in the Revitalization Area.
11. To maintain a Revitalization Tax Exemption approval an Occupancy permit must be issued within twenty-four (24) months of the Revitalization Tax Exemption application being approved. A twelve (12) month extension to obtain an Occupancy permit may be approved by the City upon request by the Owner. Such request must be received by the City in writing prior to the expiration of the twenty-four (24) month approval period.

**SCOPE OF TAX EXEMPTION**

12. The owner acknowledges and agrees that the Tax Exemption applies solely in respect of Municipal Property Taxes as they are defined in the bylaw and will not apply in respect of any taxes levied by other agencies whether or not collected by the City, nor in respect of local improvement charges or any other taxes, fees, charges or levies of the City or any other agency or entity.

**RECAPTURE**

13. If, pursuant to the terms and conditions specified in the agreement or the Tax Exemption Certificate, the Certificate is cancelled, the Owner will remit to the City, no later than 30 days after the date of the cancellation of the certificate, the prorated amount of the tax exemption received for the balance of the tax year remaining from the cancellation date.

14. The parties agree that any amount owing under section 13. are Municipal Taxes and any such amounts that are not paid by December 31 of the Tax Year will become taxes in arrears in the following year and collectable as taxes in arrears.

**NO REFUND**

15. For greater certainty, under no circumstances will the Owner be entitled, under this Agreement, the Bylaw, the Certificate or the City’s Revitalization Tax Exemption Program, to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.

**OWNER’S OBLIGATIONS**

16. The Owner must:

- (a) comply with all enactments, laws, statutes, regulations and orders of any authority having jurisdiction, including bylaws of the City;
- (b) comply with all federal, provincial, municipal and environmental licenses, permits and approvals required under applicable enactments; and
- (c) comply with the Bylaw; and
- (d) for greater certainty, not Dispose of the Property or any portion of their equitable or legal fee simple interest in the Property without the transferee taking an assignment of this Agreement and agreeing to be bound by it.

**OBLIGATIONS OF CITY**

17. The City shall issue a revitalization Tax Exemption Certificate to the owner in respect of the Property so long as the Owner and the Property are otherwise in compliance with the Bylaw and this Agreement.

**CITY’S RIGHTS AND POWERS**

18. Nothing contained or implied in this Agreement prejudices or affects the City’s rights and powers in the exercise of its functions or its rights and powers under any public and private statutes, bylaws, orders, or regulations to the extent the same are applicable to the Property, all of which may be fully and effectively exercised in relation to the Property as if this Agreement had not been executed and delivered by the Owner.

**TERMINATION OF AGREEMENT**

19. The City may, at any time, terminate this Agreement if the following events occur:
- (a) the construction of the Eligible Improvements have not commenced within six (6) months of the date of this Agreement; or
  - (b) the Owner fails to comply with any term and condition of the bylaw, the agreement and the Certificate.

**GENERAL PROVISIONS**

20. It is mutually understood, agreed, and declared by and between the parties that the City of Prince Rupert has made no representations, covenants, warranties, guarantees, promises, or agreements (oral or otherwise), express or implied, with the Owner in relation to the quantum and term of the Tax Exemption other than those expressly contained in this Agreement.
21. This Agreement constitutes the entire agreement between the Owner to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written of the City with the Owner.
22. The covenants set forth in this Agreement shall not terminate if and when a purchaser becomes an owner in fee simple of the Property or any portion thereof, but shall charge the whole of the interest of such purchaser and shall continue to run with the Property and bind the Property and all future owners for the time being of the Property or any portion thereof, except the owner will be entitled to a partial discharge of this Agreement with respect to any subdivided parcel of the Property on acceptance of the works and on compliance by the Owner with all requirements under this Agreement with respect to the subdivided portion of the Property.
23. It is further expressly agreed that the benefit of all covenants made by the Owner herein shall accrue solely to the City and this Agreement may only be modified by agreement of the City with the Owner.
24. This agreement shall enure to the benefit of and is binding on the parties and their respective heirs, executors, administrators, successors and assigns.
25. The Owner shall, on the request of the City, execute and deliver or cause to be executed and delivered, all such further transfers, agreements, documents, instruments, easements, statutory rights of way, deeds and assurances, and do and perform or cause to be done and performed, all such acts and things as may be, in the opinion of the City necessary to give full effect to the intent of this Agreement.
26. Time is of the essence of this Agreement.
27. Any notice or other communication required or contemplated to be given or made by any provision of this Agreement shall be given or made in writing and either delivered personally (and if so shall be deemed to be received when delivered) or mailed by prepaid registered mail in any Canada Post Office (and if so, shall be deemed to be delivered on the sixth business day following such mailing except that, in the event of interruption of mail service notice shall be deemed to be delivered only when actually received by the party to whom it is addressed), so long as the notice is addressed as follows:

To the Owner at:

Name: \_\_\_\_\_

**Attention:** \_\_\_\_\_

Address: \_\_\_\_\_

and to the City at:

City of Prince Rupert

**Attention:** Chief Financial Officer

424 3<sup>rd</sup> Avenue West, Prince Rupert, BC V8J 1L7

or to such other address to which a party hereto from time to time notifies the other parties in writing.

28. No amendment or waiver of any portion of this Agreement shall be valid unless in writing and executed by the Parties to this Agreement and Waiver of any default by a party shall not be deemed to be a waiver of any subsequent default by that party.
29. This Agreement is not intended to create a partnership, joint venture, or agency between the Owner and the City.
30. This Agreement shall be construed according to the laws of the Province of British Columbia.
31. A reference in this Agreement to the City or the Owner includes their permitted assigns, heirs, successors, officers, employees, and agents.
32. This Agreement is effective from and after the reference date in this Agreement, but only if this Agreement has been executed and delivered by the Owner and executed by the City.
33. Unless otherwise expressly provided in this Agreement, whenever the City is permitted to make or give any decision, direction, determination, or consent, the City may act in its sole discretion, but will act reasonably.
34. Unless otherwise expressly provided in this Agreement, the Expense of performing obligations and covenants of the Owner contained in this Agreement, and of all matters incidental to them, is solely that of the Owner.
35. The Owner represents and warrants to the City that:
  - (a) all necessary corporate actions and proceedings have been taken by the Owner to authorize its entry into and performance of this Agreement;
  - (b) upon execution and delivery on behalf of the Owner, this Agreement constitutes a valid and binding contractual obligation of the Owner;
  - (c) neither the execution and delivery, nor the performance, of this Agreement shall breach any other Agreement or obligation, or cause the Owner to be in default of any other Agreement or obligation, respecting the Property; and
  - (d) the Owner has the corporate capacity and authority to enter into and perform this Agreement.

**SEVERANCE**

36. If any portion of this Agreement is held to be invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

IN WITNESS WHEREOF the parties have affixed their hands and seals and where a party is a corporate entity, the corporate seal of that company has been affixed in the presence of its duly authorized officers effective the day and year first recited above.

SIGNED, SEALED AND DELIVERED BY THE  
CITY OF PRINCE RUPERT in the presence of:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Witness

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

SIGNED BY THE OWNER OF THE ABOVE  
NOTED PROPERTY in the presence of:

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_

**REVITALIZATION TAX EXEMPTION PROGRAM BYLAW 3553, 2024**

**SCHEDULE "D"**

**Revitalization Tax Exemption Certificate**

In accordance with the City of Prince Rupert Revitalization Tax Exemption Bylaw 3553, 2024 (the "Bylaw"), and in accordance with a Revitalization Tax Exemption Agreement dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Agreement") entered into between the City of Prince Rupert (the "**City**") and

\_\_\_\_\_ (the "**Owner**"), the registered owners(s) of the property described below:

This **Certificate** certifies that the **Property** is subject to a Revitalization Tax Exemption in the amount equal to the amount of any net increase resulting from the non-market change in assessed value of improvements on the **Property** between the years \_\_\_\_\_ (the calendar year before the commencement of the constructions of the Project) and \_\_\_\_\_ (if the Certificate is issued before October 31, the following calendar year; if after October 31 then the year following the following calendar year)(the "Tax Exemption).

The **Property** to which the tax exemption applies is located in the City of Prince Rupert and is legally described as follows:

Roll No.: \_\_\_\_\_ Civic Address: \_\_\_\_\_

PID: \_\_\_\_\_ Legal Description: \_\_\_\_\_

1. The Tax Exemption is for the calendar years commencing with the year \_\_\_\_\_ and ending with the year \_\_\_\_\_.
2. The Tax Exemption is provided over (select one of the following based on type of eligible improvement)

\_\_\_\_\_ ten (10) years as follows:

1-5	100% Municipal Property Tax Exemption
6	80% Municipal Property Tax Exemption
7	60% Municipal Property Tax Exemption
8	40% Municipal Property Tax Exemption
9	20% Municipal Property Tax Exemption
10	10% Municipal Property Tax Exemption

\_\_\_\_\_ five (5) years as follows:

1-5	100% Municipal Property Tax Exemption
-----	---------------------------------------

3. The Tax Exemption is provided under the following conditions:
  - a. The Owner does not breach any term, condition or provision of, and performs all obligations set out in the Agreement and the Bylaw;
  - b. The Owner has not sold all or any portion of their equitable or legal fee simple interest in the Property without the transferee taking an assignment of the Agreement, and agreeing to be bound by it;
  - c. The Owner, or a successor in title to the Owner, has not allowed the property taxes for the Property to go into arrears or to become delinquent;
  - d. The Owner, or a successor in title to the Owner, does not apply to amend the City of Prince Rupert's Zoning Bylaw No. 3462, 2024, as amended, consolidated or replaced from time to time, to rezone the property from the zoning in effect at the time the Certificate was issued.
  - e. The Property's use is consistent with the defined uses within the Revitalization Area for the duration of the Agreement.

If any of these conditions are not met, then the Council of the City of Prince Rupert may cancel this Revitalization Tax Exemption Certificate. If such cancellation occurs, the Owner of the Property, or a successor in title to the Owner as the case may be, shall remit to the City an amount equal to the value of the Tax Exemption received after the date of the cancellation of the Tax Exemption Certificate.

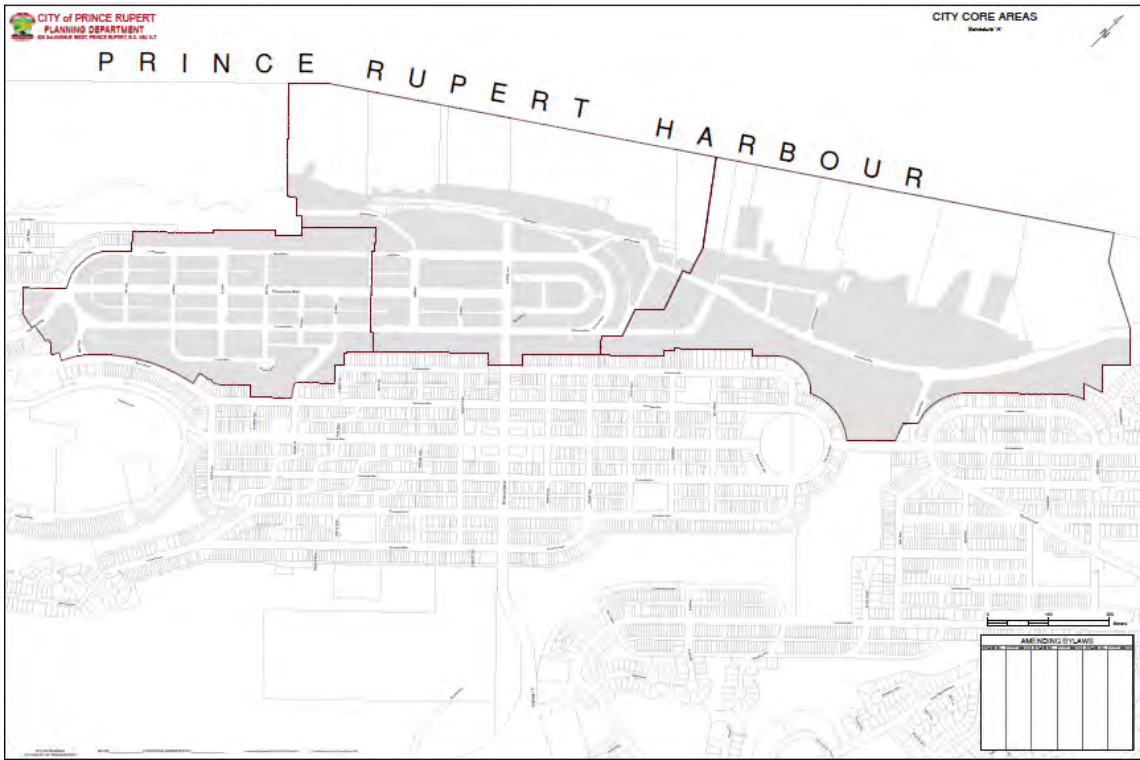
Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**The City of Prince Rupert**, by its authorized signatory:

\_\_\_\_\_  
Name:  
Chief Financial Officer

**REVITALIZATION TAX EXEMPTION PROGRAM BYLAW 3553, 2024**

**SCHEDULE "A1" Downtown Core Revitalization Area**



Note: Eligible exemptions in the Midtown District are limited to multi-family residential and existing commercial redevelopments. Midtown is considered at the far left of the map.





**REVITALIZATION TAX EXEMPTION PROGRAM BYLAW 3553, 2024**

**SCHEDULE "C"**

**REVITALIZATION TAX EXEMPTION AGREEMENT**

THIS AGREEMENT, dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is  
BETWEEN

*[Insert name and address of the Owner of the Property for which the tax exemption  
will apply]*

(the "**Owner**")

AND:

The Corporation of the City of Prince Rupert, being a municipal corporation  
incorporated under the *Local Government Act*, R.S.B.C. 1996, c. 323.

(the "**City**")

**GIVEN THAT:**

A. The Owner is the registered owner in fee simple of the Property within the City of Prince  
Rupert and legally described as

PID: \_\_\_\_\_

Legal description: \_\_\_\_\_

(the "**Property**");

B. The Property is within an area that Council has designated as a Revitalization Area under  
the Revitalization Tax Exemption Bylaw 3553, 2024;

C. The Property Owner has applied to the City to participate in the revitalization tax exemption  
program;

D. As part of the Revitalization Tax Exemption Program, the parties have agreed to enter in  
this Agreement to formalize the terms and conditions of a revitalization tax exemption  
applicable to the Property.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this  
Agreement, and the payment by the Owner to the City in the amount of Ten Dollars (\$10) the  
receipt and sufficiency of which are acknowledged by the City, the Owner and the City covenant  
and agree with each other as follows:

**DEFINITIONS**

1. In this Agreement the following words have the following meanings:

- (a) "**Agreement**" means this Agreement;
- (b) "**Assessed Value**" has the same meaning as set out in the *Assessment Act* of British Columbia;
- (c) "**Bylaw**" means the "*City of Prince Rupert Revitalization Tax Exemption Program Bylaw 3553, 2024*", and any amendments to it, in force from time to time;
- (d) "**Dispose**" means to transfer by any method and includes assign, give, sell, grant, charge, convey, bequeath, devise, lease, rent or sublet, divest, release or agree to do any of those things;
- (e) "**Eligible Improvement**" means:
  - 1) A new Building that is constructed in the Revitalization Area; or
  - 2) An existing Building on Eligible Land that is being redeveloped and has exterior building improvements valued at \$50,000 or more.
- (f) "**Net Increase Resulting from Non-Market Change**" means the increase in the assessment of improvements existing on the property prior to the commencement of constructing the eligible improvement.
- (g) "**Non-Market Change**" means the change as determined by the Assessment Authority under the *Assessment Act*, to the improvements portion of a property's assessed value, after issuance of a building permit for construction that is not due to real estate market fluctuations.
- (h) "**Owner**" means the owner of the Property and any subsequent owner of the Property or any parts into which the Property are subdivided, and includes any person who is a registered owner in fee simple of the Property from time to time;
- (i) "**Property**" means the legally described lands and improvements to which a Revitalization Tax Exemption is applied for and as legally described in this Agreement.;
- (j) "**Revitalization Area**" has the meaning defined in the Bylaw;
- (k) "**Tax Exemption**" means a revitalization tax exemption for which a Tax Exemption Certificate has been issued; and
- (l) "**Tax Exemption Certificate**" or "Certificate" means a revitalization Tax Exemption Certificate issued by the City of Prince Rupert under the Bylaw and the *Community Charter*.

**TERM**

2. The Owner COVENANTS AND AGREES WITH THE City that the term of this Agreement shall commence on the day of its execution and will continue in effect until the earlier of:
  - (a) the cancellation or expiry of the Tax Exemption Certificate; and
  - (b) termination of this Agreement in accordance with section 19.

**APPLICABLE LAND AND IMPROVEMENTS**

3. The Tax Exemption provided for under the Bylaw applies to the Property located in the Revitalization Area defined in the Bylaw provided the Property meets all the conditions of an eligible improvement as defined in the Bylaw and this Agreement:
 

Any construction of a new improvement or a redevelopment that is undertaken prior to the Application for a Revitalization Tax Exemption will not be eligible for consideration.

**OPERATION AND MAINTENANCE OF THE PROPERTY**

4. Throughout the term of the Tax Exemption the Owner must operate, repair and maintain the property and keep the property in a state of good repair as a prudent Owner would do.

**REVITALIZATION TAX EXEMPTION CERTIFICATE**

5. (a) Once the Owner has completed the construction of the eligible improvement referred to in Section 3 of this Agreement and all the conditions of any applicable development permit have been completed and the City has issued an Occupancy Permit under the City’s Building Bylaw in respect of the eligible improvement, the City shall issue a revitalization Tax Exemption Certificate to the Owner of the Property if the Owner and the Property are otherwise in compliance with this Agreement.
  - (b) A revitalization Tax Exemption Certificate must, in accordance with the Bylaw and this Agreement, specify the following:
    - (i) the amount of the Tax Exemption or the formula for determining the exemption;
    - (ii) the term of the Tax Exemption;
    - (iii) the conditions on which the Tax Exemption is provided; and
    - (iv) that a recapture is payable if the revitalization Tax Exemption Certificate is cancelled and how that amount is to be determined.
  - (c) A Revitalization Tax Exemption Certificate does not apply to taxation in a calendar year unless it is issued on or before October 31, in the preceding year.

**REVITALIZATION TAX EXEMPTION**

6. So long as a Revitalization Tax Exemption Certificate in respect of the Property has not been cancelled, the Property is exempt, to the extent, for the period and subject to the conditions provided in the Tax Exemption Certificate, from municipal property taxation as outlined in the Bylaw.
7. The amount of Revitalization Tax Exemption authorized under the bylaw is equal to any net increase resulting from the non-market change in assessed value of the improvements on the Property attributed to the building permit issued as a result of the construction of an eligible improvement as outlined in Section 3 of this agreement.
8. The maximum Revitalization Tax Exemption authorized under the bylaw must not exceed the net increase resulting from the non-market change in assessed value of the improvements on the Property between:
  - (a) the calendar year before the construction or alteration began, as outlined in Section 3 of this Agreement; and
  - (b) the calendar year in which the construction or alteration as outlined in Section 3 of this Agreement is completed.
9. The Property's non-market change in assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to new construction of an eligible improvement as outlined in Section 3 of this Agreement, as a result of the Revitalization Tax Exemption.
10. The revitalization Tax Exemption Certificate may be cancelled by the City:
  - (a) on the request of the Owner,
  - (b) the Owner breaches any covenant or condition of "Revitalization Tax Exemption Bylaw No. 3553, 2024", the Agreement, or the Certificate;
  - (c) if the Property's use is changed to one that is not included in the "Revitalization Tax Exemption Bylaw No. 3553, 2024";
  - (d) the Owner has allowed any of the non-municipal property taxes, or other municipal fees, charges and levies associated with the property to go into arrears;
  - (e) the Property is put to a use that is not permitted in the Revitalization Area.
11. To maintain a Revitalization Tax Exemption approval an Occupancy permit must be issued within twenty-four (24) months of the Revitalization Tax Exemption application being approved. A twelve (12) month extension to obtain an Occupancy permit may be approved by the City upon request by the Owner. Such request must be received by the City in writing prior to the expiration of the twenty-four (24) month approval period.

**SCOPE OF TAX EXEMPTION**

12. The owner acknowledges and agrees that the Tax Exemption applies solely in respect of Municipal Property Taxes as they are defined in the bylaw and will not apply in respect of any taxes levied by other agencies whether or not collected by the City, nor in respect of local improvement charges or any other taxes, fees, charges or levies of the City or any other agency or entity.

**RECAPTURE**

13. If, pursuant to the terms and conditions specified in the agreement or the Tax Exemption Certificate, the Certificate is cancelled, the Owner will remit to the City, no later than 30 days after the date of the cancellation of the certificate, the prorated amount of the tax exemption received for the balance of the tax year remaining from the cancellation date.

14. The parties agree that any amount owing under section 13. are Municipal Taxes and any such amounts that are not paid by December 31 of the Tax Year will become taxes in arrears in the following year and collectable as taxes in arrears.

**NO REFUND**

15. For greater certainty, under no circumstances will the Owner be entitled, under this Agreement, the Bylaw, the Certificate or the City’s Revitalization Tax Exemption Program, to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.

**OWNER’S OBLIGATIONS**

16. The Owner must:

- (a) comply with all enactments, laws, statutes, regulations and orders of any authority having jurisdiction, including bylaws of the City;
- (b) comply with all federal, provincial, municipal and environmental licenses, permits and approvals required under applicable enactments; and
- (c) comply with the Bylaw; and
- (d) for greater certainty, not Dispose of the Property or any portion of their equitable or legal fee simple interest in the Property without the transferee taking an assignment of this Agreement and agreeing to be bound by it.

**OBLIGATIONS OF CITY**

17. The City shall issue a revitalization Tax Exemption Certificate to the owner in respect of the Property so long as the Owner and the Property are otherwise in compliance with the Bylaw and this Agreement.

**CITY’S RIGHTS AND POWERS**

18. Nothing contained or implied in this Agreement prejudices or affects the City’s rights and powers in the exercise of its functions or its rights and powers under any public and private statutes, bylaws, orders, or regulations to the extent the same are applicable to the Property, all of which may be fully and effectively exercised in relation to the Property as if this Agreement had not been executed and delivered by the Owner.

**TERMINATION OF AGREEMENT**

19. The City may, at any time, terminate this Agreement if the following events occur:
- (a) the construction of the Eligible Improvements have not commenced within six (6) months of the date of this Agreement; or
  - (b) the Owner fails to comply with any term and condition of the bylaw, the agreement and the Certificate.

**GENERAL PROVISIONS**

20. It is mutually understood, agreed, and declared by and between the parties that the City of Prince Rupert has made no representations, covenants, warranties, guarantees, promises, or agreements (oral or otherwise), express or implied, with the Owner in relation to the quantum and term of the Tax Exemption other than those expressly contained in this Agreement.
21. This Agreement constitutes the entire agreement between the Owner to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written of the City with the Owner.
22. The covenants set forth in this Agreement shall not terminate if and when a purchaser becomes an owner in fee simple of the Property or any portion thereof, but shall charge the whole of the interest of such purchaser and shall continue to run with the Property and bind the Property and all future owners for the time being of the Property or any portion thereof, except the owner will be entitled to a partial discharge of this Agreement with respect to any subdivided parcel of the Property on acceptance of the works and on compliance by the Owner with all requirements under this Agreement with respect to the subdivided portion of the Property.
23. It is further expressly agreed that the benefit of all covenants made by the Owner herein shall accrue solely to the City and this Agreement may only be modified by agreement of the City with the Owner.
24. This agreement shall enure to the benefit of and is binding on the parties and their respective heirs, executors, administrators, successors and assigns.
25. The Owner shall, on the request of the City, execute and deliver or cause to be executed and delivered, all such further transfers, agreements, documents, instruments, easements, statutory rights of way, deeds and assurances, and do and perform or cause to be done and performed, all such acts and things as may be, in the opinion of the City necessary to give full effect to the intent of this Agreement.
26. Time is of the essence of this Agreement.
27. Any notice or other communication required or contemplated to be given or made by any provision of this Agreement shall be given or made in writing and either delivered personally (and if so shall be deemed to be received when delivered) or mailed by prepaid registered mail in any Canada Post Office (and if so, shall be deemed to be delivered on the sixth business day following such mailing except that, in the event of interruption of mail service notice shall be deemed to be delivered only when actually received by the party to whom it is addressed), so long as the notice is addressed as follows:

To the Owner at:

Name: \_\_\_\_\_

**Attention:** \_\_\_\_\_

Address: \_\_\_\_\_

and to the City at:

City of Prince Rupert

**Attention:** Chief Financial Officer

424 3<sup>rd</sup> Avenue West, Prince Rupert, BC V8J 1L7

or to such other address to which a party hereto from time to time notifies the other parties in writing.

28. No amendment or waiver of any portion of this Agreement shall be valid unless in writing and executed by the Parties to this Agreement and Waiver of any default by a party shall not be deemed to be a waiver of any subsequent default by that party.
29. This Agreement is not intended to create a partnership, joint venture, or agency between the Owner and the City.
30. This Agreement shall be construed according to the laws of the Province of British Columbia.
31. A reference in this Agreement to the City or the Owner includes their permitted assigns, heirs, successors, officers, employees, and agents.
32. This Agreement is effective from and after the reference date in this Agreement, but only if this Agreement has been executed and delivered by the Owner and executed by the City.
33. Unless otherwise expressly provided in this Agreement, whenever the City is permitted to make or give any decision, direction, determination, or consent, the City may act in its sole discretion, but will act reasonably.
34. Unless otherwise expressly provided in this Agreement, the Expense of performing obligations and covenants of the Owner contained in this Agreement, and of all matters incidental to them, is solely that of the Owner.
35. The Owner represents and warrants to the City that:
  - (a) all necessary corporate actions and proceedings have been taken by the Owner to authorize its entry into and performance of this Agreement;
  - (b) upon execution and delivery on behalf of the Owner, this Agreement constitutes a valid and binding contractual obligation of the Owner;
  - (c) neither the execution and delivery, nor the performance, of this Agreement shall breach any other Agreement or obligation, or cause the Owner to be in default of any other Agreement or obligation, respecting the Property; and
  - (d) the Owner has the corporate capacity and authority to enter into and perform this Agreement.

**SEVERANCE**

36. If any portion of this Agreement is held to be invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

IN WITNESS WHEREOF the parties have affixed their hands and seals and where a party is a corporate entity, the corporate seal of that company has been affixed in the presence of its duly authorized officers effective the day and year first recited above.

SIGNED, SEALED AND DELIVERED BY THE CITY OF PRINCE RUPERT in the presence of:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Witness

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

SIGNED BY THE OWNER OF THE ABOVE NOTED PROPERTY in the presence of:

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Witness

**REVITALIZATION TAX EXEMPTION PROGRAM BYLAW 3553, 2024**

**SCHEDULE "D"**

**Revitalization Tax Exemption Certificate**

In accordance with the City of Prince Rupert Revitalization Tax Exemption Bylaw 3553, 2024 (the "Bylaw"), and in accordance with a Revitalization Tax Exemption Agreement dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Agreement") entered into between the City of Prince Rupert (the "**City**") and

\_\_\_\_\_ (the "**Owner**"), the registered owners(s) of the property described below:

This **Certificate** certifies that the **Property** is subject to a Revitalization Tax Exemption in the amount equal to the amount of any net increase resulting from the non-market change in assessed value of improvements on the **Property** between the years \_\_\_\_\_ (the calendar year before the commencement of the constructions of the Project) and \_\_\_\_\_ (if the Certificate is issued before October 31, the following calendar year; if after October 31 then the year following the following calendar year)(the "Tax Exemption").

The **Property** to which the tax exemption applies is located in the City of Prince Rupert and is legally described as follows:

Roll No.: \_\_\_\_\_ Civic Address: \_\_\_\_\_

PID: \_\_\_\_\_ Legal Description: \_\_\_\_\_

1. The Tax Exemption is for the calendar years commencing with the year \_\_\_\_\_ and ending with the year \_\_\_\_\_.
2. The Tax Exemption is provided over (select one of the following based on type of eligible improvement)

\_\_\_\_\_ ten (10) years as follows:

1-5	100% Municipal Property Tax Exemption
6	80% Municipal Property Tax Exemption
7	60% Municipal Property Tax Exemption
8	40% Municipal Property Tax Exemption
9	20% Municipal Property Tax Exemption
10	10% Municipal Property Tax Exemption

\_\_\_\_\_ five (5) years as follows:

1-5	100% Municipal Property Tax Exemption
-----	---------------------------------------

3. The Tax Exemption is provided under the following conditions:
  - a. The Owner does not breach any term, condition or provision of, and performs all obligations set out in the Agreement and the Bylaw;
  - b. The Owner has not sold all or any portion of their equitable or legal fee simple interest in the Property without the transferee taking an assignment of the Agreement, and agreeing to be bound by it;
  - c. The Owner, or a successor in title to the Owner, has not allowed the property taxes for the Property to go into arrears or to become delinquent;
  - d. The Owner, or a successor in title to the Owner, does not apply to amend the City of Prince Rupert's Zoning Bylaw No. 3462, 2024, as amended, consolidated or replaced from time to time, to rezone the property from the zoning in effect at the time the Certificate was issued.
  - e. The Property's use is consistent with the defined uses within the Revitalization Area for the duration of the Agreement.

If any of these conditions are not met, then the Council of the City of Prince Rupert may cancel this Revitalization Tax Exemption Certificate. If such cancellation occurs, the Owner of the Property, or a successor in title to the Owner as the case may be, shall remit to the City an amount equal to the value of the Tax Exemption received after the date of the cancellation of the Tax Exemption Certificate.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_

**The City of Prince Rupert**, by its authorized signatory:

\_\_\_\_\_  
Name:  
Chief Financial Officer

# 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

# CITY OF PRINCE RUPERT

## SANITARY AND STORM SEWER UTILITY MANAGEMENT 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 “Sanitary and Storm Sewer Utility Management 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 of 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 Sanitary and Storm Sewer Utility Management Bylaw No. 3402, 2016, and any amendments thereto, are deemed to apply to this Bylaw notwithstanding the repeal of Sanitary and Storm Sewer Utility Management Bylaw No. 3402, 2016.

**Repeal**

10.5. Sanitary and Storm Sewer Utility Management Bylaw No. 3402, 2016, and any amendments thereto, 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 FOURTH & 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

## WATER UTILITY MANAGEMENT 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

## SOLID WASTE MANAGEMENT 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”**  
**Solid Waste Management 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”**  
**Solid Waste Management 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”**  
**Solid Waste Management 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”**  
**Solid Waste Management 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”**  
**Solid Waste Management 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”

## Solid Waste Management 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.**