



City of Prince Rupert

AGENDA

For the **REGULAR MEETING** of Council to be held on December 6, 2021 at 7:00 pm in the Council Chambers of City Hall, 424 – 3rd Avenue West, Prince Rupert, B.C.

1. CALL TO ORDER

2. ADOPTION OF AGENDA

Recommendation:

THAT the Agenda for the Regular Council Meeting of December 6, 2021 be adopted as presented.

3. MINUTES

a) Recommendation:

THAT the Minutes of the Special Council Meeting of November 22, 2021 be adopted. (attached)

b) Recommendation:

THAT the Minutes of the Regular Council Meeting of November 22, 2021 be adopted.
(attached)

4. REPORTS & RESOLUTIONS

a) Report from the Corporate Administrator – Re: Letter of Support for Ecole Roosevelt Park Community School

(attached)

Recommendation:

THAT Council, by Resolution, provide a Letter of Support to Ecole Roosevelt Park Community School as requested.

5. BYLAWS

a) Report from the Director of Operation – Re: Solid Waste Management Bylaw No. 3480, 2021

(attached)

Recommendation:

THAT Council proceeds with Fourth and Final Reading of the Solid Waste Management Bylaw No. 3480, 2021.

b) Report from the Corporate Administrator – Re: Recreation Fees & Charges Bylaw No. 3482, 2021

(attached)

Recommendation:

THAT Council proceed with First, Second and Third readings of the Recreation Fees & Charges Bylaw No. 3482, 2021.

c) Report from the Chief Financial Officer – Re: Revitalization Tax Exemption Program No. 3481, 2021

(attached)

Recommendation:

THAT Council introduce and give First, Second and Third Readings to the Revitalization Tax Exemption Program Bylaw No. 3481, 2021.

d) Report from the Chief Financial Officer – Re: Cemetery Fees & Charges Amendment Bylaw No. 3483, 2021

(attached)

Recommendation:

THAT Council introduce and give First, Second and Third Readings to the Revitalization Tax Exemption Program Bylaw No. 3483, 2021.

6. REPORTS, QUESTIONS AND INQUIRIES FROM MEMBERS OF COUNCIL

7. ADJOURNMENT



City of Prince Rupert

MINUTES

For the **SPECIAL MEETING** of Council held on November 22, 2021 at 5:00 p.m. in the Council Chambers of CityHall, 424 – 3rd Avenue West, Prince Rupert, B.C.

PRESENT: Mayor L. Brain
Councillor B. Cunningham
Councillor W. Niesh
Councillor N. Adey
Councillor G. Randhawa
Councillor B. Mirau
Councillor R. Skelton-Morven

STAFF: R. Buchan, City Manager
R. Miller, Corporate Administrator
C. Bomben, Chief Financial Officer
R. Pucci, Director of Operations
P. Vendittelli, Manager of Economic Development and Transportation

1. CALL TO ORDER

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

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 or more 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; and,
(g) litigation or potential litigation affecting the municipality.

CARRIED

Confirmed:

MAYOR

Certified Correct:

CORPORATE ADMINISTRATOR



City of Prince Rupert

MINUTES

For the **REGULAR MEETING** of Council held on November 22, 2021 at 7:00 pm in the Council Chambers of City Hall, 424 – 3rd Avenue West, Prince Rupert, B.C.

PRESENT: Mayor L. Brain
Councillor W. Niesh
Councillor G. Randhawa
Councillor B. Cunningham
Councillor N. Adey
Councillor B. Mirau
Councillor R. Skelton-Morven

STAFF: R. Buchan, City Manager
R. Miller, Corporate Administrator
C. Bomben, Chief Financial Officer
R. Pucci, Director of Operations

1. CALL TO ORDER

The Mayor called the Regular Meeting of Council to order at 7:00 pm.

MOVED by Councillor Randhawa and seconded by Councillor Niesh THAT the Regular meeting of November 22, 2021 be suspended and that the Committee of the Whole be convened.

CARRIED

2. ADOPTION OF AGENDA

MOVED by Councillor Niesh and seconded by Councillor Randhawa THAT the Agenda for the Regular Council Meeting of November 22, 2021 be adopted as presented and amended to include amended Zoning Amendment Bylaw No. 3479, 2021, Committee of the Whole Recommendations and the updated Strategic Plan.

CARRIED

3. MINUTES

a.) MOVED by Councillor Randhawa and seconded by Councillor Adey THAT the Minutes of the Special Council Meeting of November 8, 2021 be adopted.

CARRIED

b.) MOVED by Councillor Niesh and seconded by Councillor Skelton-Morven THAT

the Minutes of the Regular Council Meeting of November 8, 2021 be adopted.

CARRIED

- c.) MOVED by Councillor Skelton-Morven and seconded by Councillor Niesh THAT the Recommendations from the Committee of the Whole of November 22, 2021 be adopted.

CARRIED

4. REPORTS & RESOLUTIONS

- a) **Report from Director of Operations – Re: Major Projects Monthly Report Update**

- b) **Report from the Manager of Transportation and Economic Development – Re: Northern Development Initiative Trust Economic Infrastructure Grant**

MOVED by Councillor Mirau and seconded by Councillor Randhawa THAT Council support staff's application to for grant funding through the Northern Development Initiative Trust for \$300,000 to revitalize the CN Rail Station.

CARRIED

- c) **Report from the Director of Operations – Re: TORCA Pump Track – License to Occupy**

MOVED by Councillor Mirau and seconded by Councillor Randhawa THAT Council direct staff to start the process for a License of Occupation with the North Coast Mountain Bike Association to construct an all ages pump track in McClymont Park.

CARRIED

- d) **Report from the Director of Operations – Re: Provincial Referral – Application 135192657-002**

MOVED by Councillor Mirau and seconded by Councillor Adey THAT Council direct staff to not support Land Application 135192657-002 unless additional information is provided to address the concerns identified.

CARRIED

- e) **Report from the Chief Financial Officer – Re: September 2021 Financial Variance Report**

f) Report from the Corporate Administrator – Re: Release of Resolution from the November 8, 2021 Closed Meeting of Council

MOVED by Mayor Brain and seconded by Councillor Randhawa THAT the Council appoint Mr. Cody Smith, Mrs. Rosamaria Miller, Mr. Paul Vendittelli and Mr. Antonio Vera to the Prince Rupert Airport Society; and,

THAT this Resolution be released at a future meeting of Council.

CARRIED

g) Report from the Corporate Administrator – Re: 2022 Acting Mayor Schedule

MOVED by Mayor Brain and seconded by Councillor Randhawa THAT Council direct staff to complete the 2022 Acting Mayor Schedule based on 2021.

CARRIED

h) Report from the City Manager – Re: Strategic Action Plans

MOVED by Councillor Mirau and seconded by Councillor Adey THAT Council consider the Strategic Plan as presented; and,

MOVED by Councillor Niesh and seconded by Councillor Skelton-Morven THAT Council approve the Strategic Plan and necessary resources, as amended, for implementation of 2022 (short-term) actions.

CARRIED

5. BYLAWS

a.) Report from the Corporate Administrator – Re: Zoning Amendment Bylaw No. 3475, 2021.

MOVED by Councillor Adey and seconded by Councillor Niesh THAT Council give Fourth and Final Reading to City of Prince Rupert Zoning Amendment Bylaw o. 3475, 2021.

CARRIED

7:54pm – Councillor Niesh left the meeting citing a conflict of interest

b.) Report from the Corporate Administrator – Re: Zoning Amendment Bylaw No. 3479, 2021.

MOVED by Councillor Randhawa and seconded Councillor Adey THAT Council give First and Second Readings to the City of Prince Rupert Zoning Amendment Bylaw No. 3479,

2021; and,

THAT Council direct staff to prepare for Public Hearing for City of Prince Rupert Zoning Amendment Bylaw No. 3479, 2021 following community consultation.

CARRIED

7:58pm – Councillor Niesh returned to the meeting.

c.) Report from the Director of Operations – Re: Solid Waste Management Bylaw No. 3480, 2021.

MOVED by Councillor Adey and seconded by Councillor Skelton-Morven THAT Council give First, Second and Third Reading to the Solid Waste Management Bylaw No. 3480, 2021 with amendment as noted to landfill minimum charge fees to \$6, \$8 and \$10 for residents only.

CARRIED

6. ADJOURNMENT

MOVED by Councillor Adey and seconded by Councillor Skelton-Morven that the meeting be adjourned at 8:25pm.

CARRIED

Confirmed:

MAYOR

Certified Correct:

CORPORATE ADMINISTRATOR

CITY OF PRINCE RUPERT

REPORT TO COUNCIL

Regular Meeting of Council

DATE: December 6, 2021

TO: Corinne Bomben, City Manager

FROM: Rosa Miller, Corporate Administrator

SUBJECT: LETTER OF SUPPORT: PLAYGROUND UPGRADES

RECOMMENDATION:

THAT Council, by Resolution, provide a Letter of Support to Ecole Roosevelt Park Community School as requested.

REASON FOR REPORT:

A request for support has been provided, by way of email, in regards to playground upgrades for Ecole Roosevelt Park Community School which has received a grant from the Ministry of Education for this same purpose, to facilitate a wheelchair accessible playground. This letter of support will be in support of the school's application to the Prince Rupert Port Authority's CIF Grant.

The writer can confirm that Ecole Roosevelt Park Community School has the support of School District No. 52 as confirmed by email to their Secretary/Treasurer.

COST:

There is no cost to the City with respect to the support or non-support of this application.

Report Prepared By:

Rosamaria Miller
Corporate Administrator

Report Reviewed By:

Corinne Bomben,
Deputy City Manager

Attachments:

- Email for Letter of Support

Rosamaria Miller

From: Cora.Barak <Cora.Barak@sd52.bc.ca>
Sent: November 3, 2021 2:52 PM
To: Lee Brain
Cc: Rosamaria Miller
Subject: Re: Letter of Support Request

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.

Hi Lee,

Yes, my request for a letter and the email I sent you were approved by administration at the school. Thanks for your help with this, I look forward to hearing more after you speak with council.

Sincerely,
Cora Barak

Cora Barak, B.A., B.Ed., M.Ed.
Grade 1 French Immersion
École Roosevelt Park, S.D. 52

From: Lee Brain <Lee.Brain@princerupert.ca>
Sent: Wednesday, November 3, 2021 2:47:44 PM
To: Cora.Barak <Cora.Barak@sd52.bc.ca>
Cc: Rosamaria Miller <Rosamaria.Miller@princerupert.ca>
Subject: Re: Letter of Support Request

Hi Cora,

Thank you for reaching out - this sounds like a great project, however this letter of support will need to go to council for approval.

Also, just to check that this project has administration approval at the school?

Lee

On Nov 3, 2021, at 14:23, Cora.Barak <Cora.Barak@sd52.bc.ca> wrote:

Good Afternoon Mayor Brain,

École Roosevelt Park Community School has been awarded an upgrading grant of from the Ministry of Education for playground upgrades, which is very exciting for our community! Not only will the upgraded playground provide higher quality equipment, it will also be wheelchair accessible! Roosevelt does not currently have a wheelchair accessible playground so this will be a wonderful addition to the school and the neighbourhood.

I am a teacher at Roosevelt and I am working on the Prince Rupert Port Authority CIF Grant to help us gain the

necessary funds to complete this project. As part of the application I need to secure letters of support for the project. This letter of support will help us present a strong proposal to the Prince Rupert Port Authority. I am emailing to request a letter from you in support of the upgraded playground and improved playground surfaces to increase accessibility.

Thank you for taking the time to help us with this exciting project!

Cora Barak, B.A., B.Ed., M.Ed.

Grade 1 French Immersion

École Roosevelt Park, S.D. 52

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CITY OF PRINCE RUPERT
REPORT TO COUNCIL

DATE: December 6th, 2021

TO: Robert Buchan, City Manager

FROM: Richard Pucci, Director of Operations & Intergovernmental Relations

SUBJECT: SOLID WASTE MANAGEMENT BYLAW NO. 3480, 2021

RECOMMENDATION:

THAT Council proceeds with the 4th and final reading of Solid Waste Management Bylaw No. 3480, 2021.

REASON FOR REPORT:

In developing the new recycling service, staff determined that the solid waste utility requires new money annually.

As this is a self-funding utility, staff have developed a Solid Waste Management Bylaw that will fund the utility to the necessary level, with continued weekly collection indefinitely.

ANALYSIS:

Staff has made the requested amendments to the Bylaw for it to proceed to 4th and final reading.

COSTS AND BUDGET IMPACT:

The Solid Waste Utility is a self-funded program and must not be in deficit at the end of the year. Staff has developed a Solid Waste Management Bylaw to bring the utility to be net-zero.

CONCLUSION:

THAT Council proceeds with the 4th and final reading of Solid Waste Management Bylaw No. 3480, 2021.

Report Prepared By:



Richard Pucci,
Director of Operations &
Intergovernmental Relations

Report Reviewed By:

Robert Buchan,
City Manager

Attachment: Solid Waste Management Bylaw No. 3480, 2021

CITY OF PRINCE RUPERT

SOLID WASTE MANAGEMENT BYLAW NO. 3480, 2021

A BYLAW REGULATING THE COLLECTION AND DISPOSAL OF SOLID WASTES AND THE CHARGES, METHODS AND REQUIREMENTS TO OPERATE AND MAINTAIN A SOLID WASTE DISPOSAL SITE.

WHEREAS the *Community Charter*, SBC 2003, Chapter 26, provides that Council may by bylaw establish, maintain and operate grounds for disposal of solid wastes and of noxious, offensive or unwholesome substances and to establish and maintain a system to collect, remove and dispose of such solid wastes, substances and discarded matter and to compel persons to make use of such a system and prescribe the terms and conditions for the use thereof; and

WHEREAS the Council deems it necessary to provide and continue such a system in the City of Prince Rupert;

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

PART 1 DEFINITIONS AND INTERPRETATION

Title:

1.1 This Bylaw may be cited as “**Solid Waste Management Bylaw No. 3480, 2021.**”

Definitions:

1.2 In this **Bylaw**:

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

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

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

“**attendant**” means the *person* authorized to perform the duty of directing and controlling access to the *Landfill Site*;

“attractant” means 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;

“City” means City of Prince Rupert;

“Commercial Collection Service” means any *trade* or *institutional* premise using City Collection Services.

“container” means a container used to hold *waste*;

“contaminated water waste” means 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. It will be the determination of the *Director of Operations* as to what level of contamination is deemed to be minor and therefore acceptable at the *Landfill Site* or what level of contamination is more than minor and unacceptable at the *Landfill Site*, but under no circumstance is it to include the classification of ‘Special Waste’ under the Waste Management Act;

“controlled waste” means certain *waste* which is approved for disposal at the disposal site but which, because of its inherent nature or quantity, requires special handling and disposal techniques to avoid creating health hazards, nuisances, or environmental pollution, and shall include those wastes outlined in the schedule attached hereto as Schedule “C”;

“cover” means material that is of a gravel/soil type nature, is compactable, and does not contain large pieces of debris;

“creosote” means a dark brown oil, distilled from coal tar, used as a wood preservative;

“cruise ship international garbage” means 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*”;

“curbside collection service” means the system established under this Bylaw by the City for the collection and removal of solid waste materials;

“curbside recyclable material” means those recyclable materials accepted by the City’s curbside collection service, as described in Schedule “D” attached to and forming part of this Bylaw;

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

“Disposal Site” means that area of the *Landfill Site* which accepts certain *solid wastes*, *controlled wastes*, *cover*, and *low risk international garbage*;

“dwelling unit” means any building, or one or more rooms connected together within a building, for residential occupancy as a single housekeeping unit with facilities for cooking, eating, living, sleeping, and sanitary facilities and having a separate entrance, but does not include any building containing a store, or a *multiple family premises*;

“insecure load” means a load of *solid waste* 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;

“Landfill Site” means the *City Landfill Site* and describes an area of land located off Ridley Island Road that includes a *“Disposal Site”* and a *“Recyclable Site”*;

“liquid waste” means wastewater, fats, and oil products such as stormwater, sewer and septic wastes, sludge products, waste cooking oil, liquid hydrocarbon products or lubricants, or any other waste materials which are liquid in form at the time of disposal;

“multiple family premises” means a building or part thereof which is, or is intended to be, for residential occupancy, usually with facilities for cooking, eating, living, sleeping, and sanitary facilities, and having a common entrance to four or more such *dwelling units*, and shall include apartment buildings, hotels, motels, tenement houses, lodging houses, rooming houses, boarding houses, or any business block which 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;

“non-compliance notice” means a notice of violation issued in accordance with this Bylaw;

“non-profit organization” means an incorporated organization or society which exists for educational, recreational or charitable reasons and from which shareholders or trustees do not benefit financially;

“non-resident” means an *owner* of lands and *premises* situated outside of the geographical boundaries of the City;

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

“owner” means the registered owner of any lands and *premises* situated within the *City* and includes the agent, heir, executor, or administrator of the owner, or the lessee or occupier of the lands and *premises*;

“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 shall include those *wastes* outlined in Schedule “B” attached to and forming part of this Bylaw;

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

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

“recyclable material” means reusable or marketable materials accepted at the Landfill Recyclable Site or curbside recyclable material accepted through the City’s curbside collection service;

“Recyclable Site” means that area of the *Landfill Site* which accepts *recyclable material* as described in Schedule “E” attached to and forming part of this Bylaw;

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

“service period” means the period of time associated with 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 recyclable materials, but excluding liquid waste or effluent;

“soot” means black carbonaceous residue of wood, coal, oil, and all other fossil fuels originating in open fires, chimney linings, boilers, furnaces, and other burners;

“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 (i.e. very small pieces of drywall, gypsum, tar paper, wiring, etc.).

“sterilized biomedical waste” means non-anatomical *waste* which is generated by, but not limited to, the following: hospitals, laboratories, doctors’ offices, clinics, veterinarians and 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);

“temporary worker residence” means residences, including related facilities and infrastructure, used for workers' temporary accommodation for a defined period to support projects within and 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, or office block, or any 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” attached to and forming part of this Bylaw;

“uncovered load” means a load of *solid waste* of such a nature that it can fall from or blow out of the vehicle if it is not covered while in transit;

“unserviceable property” means:

- a) any *premises* to which access from a street is inadequate for collection service as determined by the *Director of Operations*; or
- b) any *premises* 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*;
- c) any *premises* the *Director of Operations* determines is unsafe to service;

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

“white goods” means metal appliances such as refrigerators, freezers, washing machines, dishwashers, clothes dryers, ranges, stoves, furnaces, air conditioners and hot water tanks;

“wildlife” means any mammal not normally domesticated, including but not limited to bears, cougars, coyotes, wolves, foxes, raccoons and skunks; and

“wire rope” means metal in the form of a flexible thread or slender rod and/or a rope formed wholly or chiefly of wires.

- 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.

PART 2 PROHIBITIONS

- 2.1 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 *container* meeting the specifications of this Bylaw;
- c) 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 the *Landfill Site* or an *approved disposal site*;
- d) place *solid waste* on or in front of another person's *premises* without the permission of that person;
 - e) place *solid waste* in another person's *container* or in a container used by private contractors without the permission of that person or private contractor, as the case may be;
 - f) cause, allow or permit any *container* to be filled above the top of the container, or any plastic bag, in such a way that the lid or cover cannot be closely fitted, the plastic bag cannot be securely fastened;
 - g) 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;
 - h) transport any *waste* without securing the materials in an enclosure, under a cover or such other methods to ensure that all of the materials will reach the *Disposal Site* without spillage;
 - i) place any *unacceptable waste* at curbside for collection by the City;
 - j) place any material other than *curbside recyclable material* in a *recycling container* designated for the curbside collection of those materials by the City;
 - k) cause, allow or permit *recyclable materials* to be discarded as *waste*;
 - l) 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:
 - the person who initially placed the material at curbside for collection by the City; or
 - an employee or agent of the City authorized to provide the *curbside collection service*;
 - m) interfere with, threaten or in any way obstruct any employee or agent of the City engaged in the provision of a *curbside collection service*;
 - n) cause, allow or permit any *attractant* to be deposited or kept outdoors on any *premises* in a manner that makes the *attractant* accessible to *wildlife*;
 - o) place wet *waste* in any *container* unless it is drained of excess moisture and wrapped in waterproof material;
 - p) allow to run into, accumulate in or place into a *container*, any *liquid waste*;
 - q) throw, sweep, or place any or solid waste onto any *premises*, street, lane, walkway, sidewalk, or other public place in the *City*;
 - r) deposit or dispose in the *Landfill Site* any of the materials outlined on Schedule “B” (*prohibited wastes*), attached to and forming part of this Bylaw;
 - s) 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,
 - t) dispose of *waste* if the vehicle used to transport the *waste* exceeds the weight

restrictions of the weigh scale. Split-weighing will not be permitted.

PART 3 CURBSIDE WASTE COLLECTION SERVICE

City Collection:

3.1 It shall be lawful for the *City* to establish, regulate, continue, maintain and operate a *curbside collection service* within the *City* under the control and direction of the *Director of Operations* as follows:

- a) collection of certain 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 less *containers* with a maximum of four garbage bags in total per collection day,

At the frequency set out under this Bylaw.

3.2 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) *containers* for collection;
- c) an industrial *premises*; and
- d) an *unserviceable property*.

General Conditions of Service:

3.3 The *City* is not to 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*.

3.4 No *person* will be 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*.

3.5 The *City* will not be responsible for damaged containers 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 *containers*.

Quantity of Collection:

3.6 Basic residential collection charges allow for one 120 litre *refuse container* and one 240 litre *recycling container* to be collected per *dwelling unit* each *service period*.

3.7 An *owner* may request that they be provided with a 240 litre *refuse container*, and upon making such a request will be charged for both the exchange fee and annual fee specified in Schedule “F” of this Bylaw;

3.8 An *owner* with a 240 litre *refuse container* may request that their bin be exchanged for a 120 litre *refuse container* and upon doing so will be charged the applicable exchange fee

and 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.

- 3.9 An *owner* may only receive a change to the size of their *refuse container* in accordance with sections 3.7 and 3.8 once per calendar year.
- 3.10 When a *trade or institutional* premise has an excess of four (4) garbage bags per collection day, as per Section 3.1 b, they will be charged for each additional garbage bag at the fee specified in Schedule “F” of this Bylaw.

Frequency of Curbside Collection Services:

- 3.11 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.
- 3.12 Unless otherwise approved by the *Director of Operations* and scheduled accordingly, residential *solid waste* shall be collected on a weekly *service period*.
- 3.13 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.
- 3.14 Unless otherwise approved by the *Director of Operations* and scheduled accordingly, commercial *solid waste* shall be collected on *service period* of each Monday and Thursday (other than on holidays recognized by the *City*).

Collection Time:

- 3.15 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 8:00 am. All emptied *containers* shall be removed from the curb within 16 hours of collection.
- 3.16 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 *containers* shall be removed from the curb within 15 hours of collection.
- 3.17 *City* collectors **will not return** for *solid waste* that was not placed at curbside for collection at the times designated in Sections 3.15 and 3.16.

Safe Collection Area:

- 3.18 Every *owner* of premises shall on the regular collection day for that *premises* ensure that pathways are cleared of all snow, ice, and other hazards.

3.19 City collectors will not collect solid *waste* that is not accessible by a safe, cleared pathway.

Suspension of Service:

3.20 The *City* may suspend *curbside collection service* from any *premises* where the provisions of this Bylaw are not met, including but not limited to, bagging of wastes, number of bags, lack of approved *containers*, location or design of collection facilities, or the condition of *wastes*, but such suspension shall not waive any requirement, or abate or waive any charges or rates, under the provisions of this Bylaw.

Right to Refuse Waste:

3.21 The *City* reserves the right to refuse to collect all waste which is not acceptable at the *Landfill Site* or which does not comply with the provisions of this Bylaw or any other material as deemed by the *Director of Operations* to be unacceptable.

PART 4 DUTIES OF OWNERS

Duty to Remove Waste:

4.1 Every *owner* of *premises* shall, at least once each *service period*, dispose of any *waste* produced on such *premises* through any of the following means:

- a) by the *City's curbside collection service*;
- b) by a private *waste* collection service approved and 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 Only *waste* generated within the geographical boundaries of the *City* is eligible for collection under the *curbside collection service* unless otherwise permitted under this Bylaw.

4.3 The *City* will not provide for the collection and disposal by means of the *curbside collection service* of any wastes other than *solid waste and recycling*. 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 No person shall deposit solid *waste* from a residential property, *trade premises* or *institutional premises* into a *City* garbage receptacle located in public areas.

Noxious Waste:

4.5 An *owner* of *premises* shall immediately remove any noxious, offensive, or unwholesome *waste*, odour, matter or substance upon their *premises* to the *Landfill Site*, or other *approved*

disposal site, and shall not permit such waste, matter or substance to be left upon the *premises* for collection through the *curbside collection service*.

- 4.6 If an *owner* fails to comply with Section 4.5, the *Director of Operations* may provide the *owner* written notice to remove the noxious, offensive, or unwholesome *waste*, odour, matter or substance and/or to wash and clean the *container* to eliminate the odour, within such time as the *Director of Operations* deems reasonable and, if the owner fails to have the noxious, offensive, or unwholesome *waste*, odour, matter or substance removed from the *premises* within the stipulated time, the City may, by its workmen or others enter at all reasonable times upon the *premises* and remove the noxious, offensive, or unwholesome *waste*, odour, matter or substance, in a reasonable manner at the expense of the *owner* who shall be charged at cost, with a minimum charge of \$150.00 and a maximum of actual cost to the *City*.
- 4.7 Any charges incurred by the *City* pursuant to Section 4.6 shall be due and payable upon receipt of notice from the City and any such charges remaining unpaid at December 31 of that year shall be added to and form part of the taxes payable on the *premises* as taxes in arrears.

Mandatory Service:

- 4.8 Every *owner* of *premises* shall pay for the collection of *solid waste* from their *premises* as herein provided and shall also pay for the use of the *approved disposal sites* as may be available from time to time except as otherwise permitted in this Bylaw.

Authority Not Exclusive – Others:

- 4.9 Any *person* may collect *solid waste*, and collect *recyclable material*, provided that they obtain the necessary licenses 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.
- 4.10 *Owners* of *premises* listed in Section 3.2 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*.

Unacceptable Materials:

- 4.11 An *owner* of any *solid waste* that cannot be placed in a *container* or that may cause harm to the collector must make arrangements to have the *solid waste* disposed of at the *Landfill Site* in designated locations, or as directed by the *attendant*, and upon payment of the designated disposal fee.

PART 5 REFUSE CONTAINERS

General Specifications:

- 5.1 Each *dwelling unit* shall be provided by the *City* with a 120 litre *refuse container* and a 240 litre *recycling container*.
- 5.2 All residential *containers* shall be inventoried and assigned to the address of each *dwelling unit* and must be retained in a sanitary condition at the assigned address.
- 5.3 All residential *containers* remain the property of the *City*, and shall not be intentionally discarded, lost, tampered with, or damaged in any way.
- 5.4 New dwelling units will be provided with a 120 litre *refuse container* and a 240 litre *recycling container* upon issuance of an Occupancy Permit, with the Owner charged the cost for such bins as outlined in Schedule “F” of this bylaw.
- 5.5 The *owner* of any dwelling unit may request a 240 litre *refuse container*, or if a 240 litre *refuse container* is already in use, request a 120 litre *refuse container* be provided, according to the fees and restrictions described in sections 3.7-3.9 of this bylaw. Requests from an *owner* of a strata lot must be pre-approved by the *Director of Operations*.
- 5.6 *Solid waste* to be collected under the *curbside collection service* must be contained within a *container* provided to that *dwelling unit* and loaded to a height not less than 5 centimeters (2”) from the top rim of the container.
- 5.7 *Solid waste* placed for collection in a *refuse container* must be contained within durable plastic bags that are properly fastened and closed.
- 5.8 *Curbside recyclable materials* must be placed loose within the *recycling container* and must not be contained in plastic bags of any kind.
- 5.9 All *solid waste* put out for collection which does not comply with the requirements of this Bylaw will not be collected and may be marked with a *non-compliance notice* setting out the reason which it was not collected.

Repair and Replacement:

- 5.10 Where *containers* 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 *container* be repaired or replaced without charge.
- 5.11 Where *containers* provided by the *City* are damaged as a result of, in the opinion of the *Director of Operations*, intent or neglect on the part of an *owner*, the *owner* will be charged

the fee pertaining to any repair or replacement of the *container* as described in Schedule “F” of this Bylaw.

Placement of Containers:

- 5.12 *Containers* 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 *containers* are put out for collection in accordance with this Bylaw.
- 5.13 The placement of containers for *City* collection shall be as follows:
- a) where premises are serviced by street collection, *containers* shall be set out, on the scheduled day for collection, 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.
 - b) where premises are served by a lane collection, garbage containers must be easily accessible at the lane.
 - c) *containers* are not to be placed with the garbage of others or on the inside of a fence, hedge, etc., on collection day.
 - d) *containers* shall not be placed so as to obstruct vehicles or pedestrians.
- 5.14 In the event there is more than one possible collection roadway for *solid waste collection*, the *Director of Operations* shall determine the location of collection.

Storage Sheds:

- 5.15 All facilities such as stands, sheds or other structures that are to be used to disguise or store containers awaiting collection shall meet with the approval of the *Director of Operations*.

PART 6 PRIVATE WASTE COLLECTION SERVICE

Private Collection:

- 6.1 Every *owner* of a *premises* not eligible or opts out of the *City's curbside collection services*, 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 wastes from all *premises* of the *owner*.

Private Containers:

- 6.2 Every *person* who has entered into a contract with a licensed contractor for the removal of *solid waste, liquid waste* or *recycling* 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 not noxious, offensive,

objectionable, or dangerous to the public or to public health.

Responsibilities of Private Contractors:

6.3 All private contractors operating within the *City* must comply with the following regulations:

- a) Containers 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 for the collection of *solid waste* that is liable 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 hours of operation in and adjacent to residential areas are limited to the period between 7:00 a.m. and 9:00 p.m.
- d) All collecting, transporting, processing, converting or salvaging of any *solid waste*, must be carried out so as not to be offensive or objectionable.
- e) Any *solid waste* that will not immediately be processed, converted or salvaged, must be removed as directly as possible on the day of collection to an *approved disposal site*.
- f) All containers used by private contractors or their customers must, unless approved by the *Director of Operations* to occupy a street, lane, walkway, sidewalk, or other public place, be kept on private *premises* at all times.
- g) Ensure that customers are equipped 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.
- h) Every private contractor must keep areas around containers clean of all *solid waste* deposited outside of the container, whether the container is used by the private contractor or its customers.
- i) All collectors or haulers of *liquid waste* must deposit all *liquid waste* collected at the *Landfill Site*. Collected *liquid waste* is not permitted to be dumped at any other location within the municipality.
- j) All collectors or haulers of *liquid waste* must identify the location of collection upon request at the *Landfill Site* scale.

PART 7 BUILDING OPERATIONS

7.1 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 such time as the *Director of Operations* by written notice may deem reasonable.

Construction Clean-up Costs:

- 7.2 If the *owner* fails to comply with Section 7.1a) or b), the *City* may, by its workmen or others enter at all reasonable times upon the *premises* and remove the *waste* at the expense of the person carrying out the building construction, maintenance, renovation, or demolition at cost, with a minimum charge of \$150.00 and a maximum of actual cost to the *City*.
- 7.3 Any charges incurred by the *City* pursuant to Section 7.2 shall be due and payable upon receipt of notice from the *City* and any such charges remaining unpaid at December 31 of that year shall be added to and form part of the taxes payable on the *premises* as taxes in arrears.

PART 8 LANDFILL SITE REGULATIONS

Prohibited and Controlled Waste:

- 8.1 The *City* reserves the right to 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 he considers unacceptable.
- 8.2 If any *prohibited wastes* are deposited at the *Landfill Site*, they shall be removed immediately by the *person* depositing them.
- 8.3 In addition to requiring the removal of any *prohibited wastes* deposited at the *Landfill Site*, the *person* depositing such *prohibited wastes* shall also be required to pay any fees specified by bylaw for such unauthorized disposal.
- 8.4 No *person* shall deposit or dispose of any of the controlled materials set out in Schedule "C" (*controlled wastes*), attached to and forming part of this Bylaw, contrary to the special handling and/or disposal techniques determined to be in effect for that *controlled waste* by the *attendant* at the *Landfill Site* or by the *Director of Operations*.
- 8.5 Any *person* depositing or disposing of any *controlled waste* contrary to the special handling and/or disposal techniques determined to be in effect for that *controlled waste* by the *attendant* at the *Landfill Site* or by the *Director of Operations* without the prior written authorization of the *attendant* shall, in addition to any other penalties imposed or actions taken for such unauthorized disposal, pay any fee specified by bylaw for such unauthorized disposal.

General Disposal Regulations:

- 8.6 No *person* shall, in disposing *solid waste* or *liquid waste* at the *Landfill Site*:
- a) deposit *solid waste* or *liquid waste* without first having it weighed on the scales at the *Landfill Site*;
 - b) drive a vehicle anywhere on the *Landfill Site* except on roads provided by the *City* for that purpose unless otherwise instructed;
 - c) act in a manner contrary to the posted *Landfill Site* regulations;
 - d) having deposited *solid waste*, fail to pay the applicable disposal fee prescribed by this Bylaw;
 - e) 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;
 - f) 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;
 - g) exceed the posted speed limits;
 - h) enter the *Landfill Site* with an *insecure load*;
 - i) enter the *Landfill Site* with an *uncovered load* (applicable to Commercial Vehicles only);
 - j) deposit *waste* in any place or manner other than as directed by the *attendant* or *Landfill Site* staff;
 - k) remove *waste* from the *Landfill Site* except with prior written approval of the *Director of Operations*;
 - l) 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;
 - m) 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*; or
 - n) smoke within the *Landfill Site*.

Wash Down Facility:

- 8.7 When 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*. The wash down facility is not available during the winter season.

Recyclable Site:

- 8.8 The *City* may accept *recyclable material* into the *Recyclable Site*.
- 8.9 Building debris/demolition material must be sorted in order to be accepted at the *Recyclable Site* as defined under "*sorted building debris*". No large pieces or amounts of

unacceptable waste shall be permitted. Acceptance of the “*sorted building debris*” shall be at the discretion of the Scale Attendant.

- 8.10 All loads for the *Recyclable Site*, intended to be delivered on Saturday, must have prior written approval from the *Director of Operations* before being accepted.

Material Ownership:

- 8.11 All materials accepted by the *City* at the *Recyclable 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:

- 8.12 Residential House, Mobile Home, Boats & Trailer demolitions will be accepted at the *Landfill Site* under the following conditions:
- a) all loads will be screened;
 - b) no *prohibited waste* will be permitted;
 - c) asphalt roofing is to be separated, weighed at the scale house, and staff will give directions for unloading at the *Disposal Site* and the regular disposal fees for general waste at the *Disposal Site* shall apply;
 - d) *sorted building debris* remaining after separation of asphalt roofing is to be weighed at the scale house, and staff will give directions for unloading at the *Recyclable Site*, and the disposal fees for *sorted building debris* at the *Recyclable Site* shall apply;
 - e) If large pieces and/or amounts of asphalt roofing is seen in a mixed load of *sorted building debris*, then the regular disposal fees for general waste at the *Disposal Site* shall apply; and,
 - f) wood or metal roofing materials are to be separated, and transported to the *Recyclable Site* and the disposal fees for the *Recyclable Site* shall apply.
 - g) mobile homes, boats or trailers must be demolished before crossing the scale, they will not be accepted as a whole unit;
 - h) steel trailer frames must be separated and taken to the *Recyclable Site*;
 - i) tires must be removed from rims and are not accepted at the *Landfill Site*; and,
 - j) boats must be stripped of fuel tanks, engines, oils and fluids.

Disposal by Non-profit Organizations:

- 8.13 *Non-profit organizations*, in order to benefit from the “non-profit organization” disposal rate, must have prior written approval from the *Director of Operations* before depositing their wastes at the *Landfill Site*.

PART 9 FEES AND CHARGES

- 9.1 For *City* residential and commercial collection services and for general disposal of solid wastes at the *Landfill Site*, the collection and disposal rates set out in Schedule “F” are hereby imposed and levied by the *City* and are due and payable to the *City* by the parties liable under this Bylaw for provision of *curbside collection services* or for disposal of such *solid waste*.

Residential Collection Charges Discontinued:

- 9.2 The rates set out in Schedule “F” for residential collection services are due and payable by the *owner* whether or not:
- a) the *dwelling units* are occupied
 - b) the *owner* makes use of the service, or
 - c) the service is interrupted or altered in any manner.
- unless any of the circumstances in Section 9.3 apply and the prior arrangements referred to in Section 9.3 have been made.
- 9.3 Charges for residential *solid waste* collection will only be discontinued in respect of a *dwelling unit* if the owner has provided prior written notice to the *City* that:
- 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 not require such service for any period of time not less than three consecutive months; and
 - d) the *dwelling unit* not receiving the service is unoccupied for the entire duration of the cessation of service; and
 - e) the *owner* has either arranged for the Building Inspector to verify that the *dwelling unit* is empty and has paid the charge for this service in accordance with the general “Inspection Fees” under Bylaw 3314, 2012, Fee Schedule “A” and any amendments thereto, or the *owner* will obtain a water disconnect permit from the *City*, in which case charges will resume when water service is reconnected; and
 - f) the *owner* enters into an agreement with the Finance Department regarding the discontinuation of collection service to the *dwelling unit* and their responsibility to notify the *City* if the *dwelling unit* is to be occupied at any time, in the future,
- and in such event the charge or rate shall be abated or reduced pro rata as the case may be.
- 9.4 Should the *City* become aware that the *dwelling unit* has been occupied without notification, or that the private collection service has been terminated without reinstating *curbside collection service*, the *City* shall back charge the owner to the date of

discontinuation of the collection service fee and charge the ten (10%) percent late payment penalty.

PART 10 PAYMENT OF ACCOUNTS

10.1 Payment of Accounts:

- a) **Residential Accounts** under Section 9.1 and in accordance with Schedule “F” 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** under Section 9.1 and in accordance with Schedule “F” 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 and shall be due and payable on or before the 30th day after the invoice date. Where a *person* liable to a disposal fee under Section 9.1 and in accordance with Schedule “F” 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*.

10.2 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:

10.3 Pursuant to the provisions of *Community Charter*, SBC 2003, Chapter 26 as amended, the fees and charges payable by the *owner* of any *premises* subject to the conditions and terms of this Bylaw, if remaining unpaid after the thirty-first day of December in any year, shall be deemed to be taxes in arrears in respect to that *premises* and such sums shall be recovered with interest, in the same manner as ordinary municipal taxes upon premises in accordance with the applicable provisions of the *Community Charter*.

PART 11 CUSTOMER SERVICE

11.1 The *Director of Operations* will seek to ensure customer service and satisfaction in the provision of *solid waste* collection and disposal services to the local consumer. It will be their right and obligation to take such action as is deemed equitable and necessary in terms of service delivery, customer charges, and the long-term interest of the utility. Consumer

relations, including advertising and marketing may also be done at the discretion of the *Director of Operations*.

PART 12 OFFENCES AND PENALTIES

Bylaw Contravention:

- 12.1 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.
- 12.2 Every person who commits an offence punishable on summary conviction shall be liable to a fine of not more than \$10,000 or the imprisonment for not more than six months, or both, or such other maximum penalties as set out in the *Community Charter SBC 2003*, Chapter 25, as may be amended or replaced from time to time.
- 12.3 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.
- 12.4 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.

Specific Penalties:

- 12.5 The *City* reserves the right to suspend collection services, or to charge a fee per incident as set out in Schedule “F” of this Bylaw, to the *owner of premises* when:
 - a) approved *containers* are not used,
 - b) *containers* are overfilled and the lid is not secured,
 - c) materials other than *curbside recyclable materials* are placed in a *recycling bin*, and
- 12.6 When a violation of Section 12.5 results in solid waste spills or is spread by animals, birds or wind onto *City* property, *solid waste* collectors will clean up *solid waste* and the *owner* will be invoiced for the cost of such clean up, with a minimum charge of as set out in Schedule “F” of this Bylaw, and a maximum charge of actual cost to the *City*.

Right of Entry:

- 12.7 For the purpose of collection, removal and disposal of *solid wastes*, and other noxious, offensive, unwholesome and discarded substance or matter, and ascertaining whether the provisions of this Bylaw are observed, authorized *solid waste* collectors and employees of the *City* shall have the right to enter upon any *premises* in the *City* during reasonable daylight hours on any day of the week.

Other Remedies:

- 12.8 Nothing in this section affects any other right or remedy of the *City* in respect of any violation of any provision of this Bylaw.

PART 13 SEVERABILITY

Severability:

- 13.1 If any section, subsection, clause, sub clause, phrase or any other part, of this Bylaw is for any reason held to be invalid, void or ineffective by the decision of any court of competent jurisdiction, the part in question is to be severed from the rest of this Bylaw and that does not affect the validity of the remainder of this Bylaw, which is to be interpreted and applied as if this Bylaw had been enacted without the severed part.

PART 14 ADOPTION AND REPEAL

Adoption:

- 14.1 This Bylaw shall come into full force and effect on January 1, 2022.

Repeal:

- 14.2 “Solid Waste Management Bylaw No. 3405, 2016”, and its amendments are hereby repealed.

Read a First time this ___th day of _____, 202_.

Read a Second time this ___th day of _____, 202_.

Read a Third time this ___th day of _____, 202_.

Final Consideration and Adopted this ___th day of _____, 202_.

Mayor

Corporate Administrator

**SCHEDULE “A” to
Solid Waste Management Bylaw No. 3480, 2021**

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 container or other location for collection by the City:

1. any prohibited wastes described in Schedule “B”.
2. any controlled wastes described in Schedule “C”.
3. trade waste to be collected from residential premises.
4. industrial wastes.
5. dead animals.
6. oversized items of any kind.
7. demolition or construction waste.
8. wood or wood waste.
9. garden waste, grass and leaves.
10. trees.
11. hedge clippings.
12. rocks.
13. discarded furniture.
14. metal scraps.
15. cardboard.
16. Any other waste material determined by the Director of Operations to be unacceptable.

**SCHEDULE “B” to
Solid Waste Management Bylaw No. 3480, 2021**

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).
4. non-sterilized biomedical waste.
5. explosive substances.
6. chemicals or other materials which may create hazardous working conditions.
7. inflammable materials.
8. ashes or other materials hot enough to start combustion.
9. waste oil, petroleum by-products, used oil filters or equipment lubricant filters.
10. contaminated water waste.
11. all forms of excrement excluding minor amounts of domestic pet waste.
12. tanks, barrels, drums, pails, and other large liquid containers that are not empty, unless authorized by the Director of Operations.
13. creosote painted/pressure treated material.
14. contaminated soils unacceptable to the Director of Operations.
15. tires.
16. commercial loads of dry cell batteries.
17. corrugated cardboard from commercial sources.
18. white goods.
19. 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.
20. some prohibited materials may be accepted in small quantities for recycling.
21. Wire rope.

**SCHEDULE “C” to
Solid Waste Management Bylaw No. 3480, 2021**

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 wastes and sludges including sewage.
3. dead animals and animal parts (including bones, feathers, skin, hair, nails and teeth).
4. contaminated soils acceptable to the Director of Operations.
5. non-contaminated water waste acceptable to the Director of Operations.
6. soot.
7. mobile homes.
8. automobile bodies, automobile parts, or boat hulls.
9. tanks, barrels, drums, pails and other large liquid containers, that are empty.
10. gypsum.
11. lumber, timber, logs, etc., longer than 3.6 metres (12 ft).
12. cruise Ship International Garbage (low and high risk).
13. grain.
14. sandblast sand.
15. non-processed Fish Waste (salmon, crab, sea urchins, etc.)

**SCHEDULE “D” to
Solid Waste Management Bylaw No. 3480, 2021**

CURBSIDE RECYCLABLE MATERIAL

Waste materials accepted for curbside collection when placed in the designated curbside *recycling containers* 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 containers, 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 container* for collection. Any material listed above contaminated with food or other product will not be accepted for collection.

**SCHEDULE “E” to
Solid Waste Management Bylaw No. 3480, 2021**

WASTES ACCEPTED AT THE RECYCLABLE SITE

The following *waste* materials only are accepted for disposal at *Recyclable 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. 3480, 2021

FEES AND CHARGES

All fees, rates, and charges in this Schedule include a 2% Asset Management Reserve Fee

	2022	2023	2024
CITY COLLECTION FEES			
Residential Collection Service			
Per dwelling unit, minimum annual charge for collection of solid waste	\$518.04	\$528.40	\$538.97
Per dwelling unit, additional annual charge for 240L refuse collection	\$100.00	\$102.00	\$104.04
Per dwelling unit for single Owner/Strata with >20 dwellings quarterly charge for collection of solid waste	\$129.51	\$132.10	\$134.74
Commercial Collection Service			
Minimum quarterly charge for two (2) containers picked up twice per week.	\$399.32	\$407.31	\$415.46
Charge for each additional garbage bag above four (4)	\$11.02	\$11.24	\$11.46
Container Fees (per sections 3.7, 3.8, and 5.10)			
Initial fee for 120 and 240 litre containers delivered in 2021	\$20.00		
Exchange fee to change 120 litre to 240 litre container or vice versa	\$10.00	\$10.20	\$10.40
Repair of container wheels, handle, or lid	\$25.00	\$25.00	\$25.00
Replacement of 120 litre container	\$50.00	\$50.00	\$50.00
Replacement of 240 litre container	\$70.00	\$70.00	\$70.00
Specific Penalties (per sections 12.5 and 12.6)			
Failure to use approved <i>container</i> for curbside collection of <i>solid waste</i>	\$50.00	\$50.00	\$50.00
Overfilling of <i>containers</i> beyond lid height causing materials to spill	\$50.00	\$50.00	\$50.00
Placement of contaminating materials in <i>curbside recycling containers</i>	\$50.00	\$50.00	\$50.00
Minimum charge for cleanup on City property	\$150.00	\$150.00	\$150.00

		2022	2023	2024
USE OF DISPOSAL SITE – CASH RATES				
Fees for disposing of waste at the Disposal Site 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.				
General Waste Disposal				
Regular Tipping Fees	Resident	\$175.00	\$179.00	\$183.00
	Minimum	\$6.00	\$8.00	\$10.00
	Non-Res	\$245.00	\$250.00	\$255.00
	Minimum	\$11.00	\$11.00	\$12.00
Temporary Worker's Residence (upon approval)	Resident	\$447.00	\$456.00	\$465.00
	Non-Res	\$625.00	\$638.00	\$651.00
Controlled Waste Weekdays				
Non-processed fish waste	Resident	\$588.00	\$600.00	\$612.00
	Non-Res	\$824.00	\$840.00	\$857.00
Non-contaminated Water Waste (upon approval)	Resident	\$220.00	\$224.00	\$228.00
	Non-Res	\$308.00	\$314.00	\$320.00
Liquid Waste and Sludge includes sewage	Resident	\$72.50	\$74.00	\$75.50
	Non-Res	\$109.00	\$111.20	\$113.40
Waste that requires immediate burial	Resident	\$414.00	\$422.00	\$430.00
	Non-Res	\$580.00	\$592.00	\$604.00
Controlled Waste Weekends/Holidays				
Regular tipping fees plus additional charge of:	Resident	\$428.00	\$437.00	\$446.00
	Non-Res	\$601.00	\$613.00	\$625.00
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				
Non Operational Scale Fees				
In the event that the Landfill Site scales provided are not operational, all solid waste delivered to the Landfill Site shall be subject to the following charges, according to the type of vehicle delivering the waste and without taking into consideration the volume or weight of the waste contained in the vehicle.				
Standard size garbage bags up to 6 bags	Resident	\$8.10	\$8.30	\$8.50
	Non-Res	\$11.50	\$11.70	\$11.90
Automobiles including cars, vans, SUVs, small trucks and single axle trailer with tire inner diameter of less than 10" (25 cm)	Resident	\$12.80	\$13.10	\$13.40
	Non-Res	\$17.90	\$18.30	\$18.70

		2022	2023	2024
Non-Operational Scale Fees Continued				
Tandem trailer with sides more than 1 metre (3 ft)	Resident	\$36.40	\$37.10	\$37.80
	Non-Res	\$50.40	\$51.40	\$52.40
One (1) ton units	Resident	\$39.60	\$40.40	\$41.20
	Non-Res	\$53.90	\$55.00	\$56.10
Single axle dump truck	Resident	\$478.00	\$487.60	\$497.40
	Non-Res	\$670.10	\$683.50	\$697.20
Tandem dump truck	Resident	\$783.10	\$798.80	\$814.80
	Non-Res	\$1,098.40	\$1,120.40	\$1,142.80
Single axle side load 20 yd Refuse Truck (low compaction)	Resident	\$839.60	\$856.40	\$873.50
	Non-Res	\$1,177.50	\$1,201.10	\$1,225.10
Single axle side load 20 yd Refuse Truck (mid-high compaction)	Resident	\$1,351.50	\$1,378.50	\$1,406.10
	Non-Res	\$1,891.60	\$1,929.40	\$1,968.00
Tandem side load 30 yd Refuse Truck (mid-high compaction)	Resident	\$1,683.70	\$1,717.40	\$1,751.70
	Non-Res	\$2,354.90	\$2,402.00	\$2,450.00
Front load Refuse Truck	Resident	\$1,432.80	\$1,461.50	\$1,490.70
	Non-Res	\$2,005.80	\$2,045.90	\$2,086.80
Roll on/off Tandem with open container	Resident	\$980.80	\$1,000.40	\$1,020.40
	Non-Res	\$1,373.00	\$1,400.50	\$1,428.50
Roll on/off Tandem with compactor style container	Resident	\$1,544.70	\$1,575.60	\$1,607.10
	Non-Res	\$2,164.00	\$2,207.30	\$2,251.40
USE OF RECYCLABLE SITE – CASH RATES				
Recycling under one tonne – minimum charge	Resident	\$5.00	\$5.00	\$5.00
	Non-Res	\$7.00	\$7.00	\$7.00
Recycling above one tonne	Resident	\$17.10	\$17.40	\$17.70
	Non-Res	\$23.60	\$24.10	\$24.60
Muskeg	Resident	\$55.00	\$56.10	\$57.20
	Non-Res	\$77.00	\$78.50	\$80.10
Automobiles for recycling as authorized	Resident	\$55.10	\$56.20	\$57.30
	Non-Res	\$75.90	\$77.40	\$78.90
OTHER LANDFILL SITE CHARGES – CASH RATES				
Use of Scale (per use)	Resident	\$31.20	\$31.80	\$32.40
	Non-Res	\$41.90	\$42.70	\$43.60
Clean Cover Material per load	Resident	\$31.20	\$31.80	\$32.40
	Non-Res	\$41.90	\$42.70	\$43.60
Grain and Sand (as authorized)	Resident	\$155.00	\$158.10	\$161.30
	Non-Res	\$217.00	\$221.30	\$225.70
Disposal of Controlled Waste or Prohibited Waste without prior approval (per item). This fee will be added to the general tipping fees.	Resident	\$660.00	\$670.00	\$680.00
	Non-Res	\$930.00	\$950.00	\$970.00

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.
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 <i>Director of Operations</i> 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 Container Fees and Specific Penalties categories described above.
UNPAID FEES AND CHARGES
Any amounts imposed under this Schedule remaining unpaid on the thirty-first (31 st) 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%).

CITY OF PRINCE RUPERT
REPORT TO COUNCIL
Regular Meeting of Council

DATE: December 6, 2021
TO: Corinne Bomben, Deputy City Manager
FROM: Rosa Miller, Corporate Administrator
SUBJECT: RECREATION FEES & CHARGES BYLAW NO. 3482, 2021

RECOMMENDATION:

THAT Council proceed with first, second and third reading of the Recreation Fees & Charges Bylaw No. 3482, 2021.

REASON FOR REPORT:

The existing adopted was an amendment to earlier bylaws as opposed to a repeal and replacement thereby creating duplicate clauses in said bylaw. In addition, clerical errors noted in the bylaw should require Council to adopt the corrected bylaw.

As previous noted, the nominal increase in admissions and fees-related revenue will help to offset increasing operations costs to the Recreation Complex.

CONCLUSION:

In adopting this new bylaw, all previous editions of the Recreation Fees & Charges will be repealed and replaced with the current version.

Report Prepared By:

Report Reviewed By:

Rosamaria Miller
Corporate Administrator

Corinne Bomben,
Deputy City Manager

CITY OF PRINCE RUPERT

RECREATION FEES AND CHARGES AMENDMENT BYLAW NO. 3482, 2021

BEING A BYLAW TO REPLACE THE RECREATION FEES AND CHARGES BYLAW NO. 3395, 2016 AND ALL PREVIOUS RECREATION FEES & CHARGES BYLAWS

WHEREAS pursuant to the *Local Government Act* R.S.B.C. 1996, c. 397, Council may, by Bylaw, establish fees for administrative costs and services;

AND WHEREAS Council is desirous of setting fees to defray certain administrative costs and services;

NOW THEREFORE the Council of the City of Prince Rupert, in an open meeting assembled, ENACTS AS FOLLOWS:

1. THAT the Recreation Fees and Charges Bylaw No. 3482, 2021 be charged out at the rates outlined in Schedule "A" attached hereto; and,
2. THAT all fees and charges must be paid in cash, by cheque, by debit or credit services in advance of the service of the delivery of goods; and,
3. THAT this Bylaw shall be sited for all purposes as the **"Recreation Fees and Charges Amendment Bylaw No. 3482, 2021."**

Read a First time this ____ day of _____, 2021.

Read a Second time this ____ day of _____, 2021.

Read a Third time this this ____ day of _____, 2021.

Final Consideration and Adopted this ____ day of _____, 2021.

Mayor

Corporate Administrator

SCHEDULE “A”—DEFINITIONS

1.0 Policy Interpretations

- 1.1** Where there is an established rental fee, no group or individual will be entitled to use the facility without charge.
- 1.2** Normal operating hours are the hours and days that recreation facilities are scheduled to be open for public access.
- 1.3** All Recreation Rates are subject to the Goods and Services Tax (GST) and Provincial Sales Tax (PST) where applicable.

2.0 The City of Prince Rupert’s Recreation Department Drop-In Access

Drop-In Use is a use characterized by a person or group of persons deciding on a use by use basis to attend a public session at a recreation facility where the public or a subset of the public is welcome to attend.

All Drop-In users will abide by all applicable facility rules and regulations.

2.1 Drop-In Admissions Modes of Facility Use

- 2.1.1 Shower Drop-In Admission** rate users are entitled to access only the appropriate change room and all change room amenities at the Earl Mah Aquatic Centre for the purpose of showering for a maximum duration of 30 consecutive minutes from time of purchase.
- 2.1.2 Single Drop-In Admission** rate users are entitled to access facilities throughout the Recreation Complex during normal operating hours, excluding rental rooms and facilities that are in use/reserved by rental users or program users, for a maximum duration of three consecutive hours from time of purchase.
- 2.1.3 Daily Drop-In Admission** rate users are entitled to access facilities throughout the Recreation Complex during normal operating hours, excluding rental rooms and facilities that are in use/reserved by rental users or program users, on the calendar day of purchase.
- 2.1.4 Casual Gymnasium Drop-In Admission** rate users are entitled to access to the designated gymnasium/auditorium space at the Jim Ciccone Civic Centre for the duration of the designated Casual Gym Drop-In timeframe.
- 2.1.5 Economy Ticket Drop-In Admission** rate users are entitled to 1 single drop-in admission per ticket.

- 2.1.6 Pass Holder Drop-In Admission** rate users are entitled to unlimited access to facilities throughout the Recreation Complex during normal operating hours, excluding rental rooms and facilities that are in use/reserved by rental users or program users, for the period of their pass-term (1,3,6, or 12 months) commencing at time of purchase.

2.2 Drop-In Categories of User Groups

- 2.2.1 Tot** admission rates apply to individuals one year of age or under (Free).
- 2.2.2 Child** admission rates apply to individuals 2 - 12 years of age inclusive.
- 2.2.3 Youth** admission rates apply to individuals 13 - 18 years of age inclusive.
- 2.2.4 Post-Secondary Student** admission rates apply to individuals who are 19 years of age or over, and are registered as full-time students at an accredited institution. Valid student identification is required.
- 2.2.5 Adult** admission rates apply to individuals 19 - 59 years of age inclusive.
- 2.2.6 Senior** admission rates apply to individuals 60 years of age or over. Proof of age may be required.
- 2.2.7 Family** admission rates apply to groups of more than one and no more than 6 individuals, at least one of whom is, and no more than two of whom are adults, who attend recreation facilities together.
- 2.2.8 Additional Family Member** admission rates apply to individuals who attend recreation facilities with a Family, but are beyond the inclusive 6 within the family admission rate.
- 2.2.9 Therapy** user rates apply to individuals that have a medical note from a licensed health practitioner prescribing activity, for medical or health purposes, which requires the use of recreation facilities. Therapy user rates may be used for “Earl Mah Aquatic Centre Gym” use (only) without a medical note.
- 2.2.10 Caregiver** user rates (free of charge) apply to any individual whose accompaniment is necessary for another individual or group to access or fully utilize recreation facilities, excluding guardian supervision requirements.
- 2.2.11 Employee** user rates apply to any individual that is a permanent employee of the City of Prince Rupert, Prince Rupert Library, or CityWest. Proof of employment is required.

3.0 The City of Prince Rupert’s Recreation Department Rental Access

Rental Use is a use characterized by an individual or group renting recreational facility space and/or equipment through a rental contract process and then controlling the uses and the users of that space during the period of rental.

- 3.1** All renters must sign an Agreement to License City Facilities Contract and will adhere to the conditions of the contract. Bookings can be made on a tentative basis, but cannot be confirmed until such contract is signed.
- 3.2** A minimum of 14 days is required for notice of cancellation for all facility rentals in order to be eligible for a refund.
- 3.3** The City of Prince Rupert reserves the right to require a damage deposit.
- 3.4** The renter will not exceed the maximum capacity of the facility.
- 3.5** The renter is responsible for ensuring the facility is vacated at the end of the scheduled booking.
- 3.6** Rental fees and charges include the supply of permanent equipment in the particular premises to be used, during normal operating hours. A charge may be levied to offset the cost of set up, take down, or the provision of additional furnishings and equipment required for special set ups.
- 3.7** Additional charges may be applied to facility rentals in the event of food or music service to offset costs associated with food licensing or SOCAN fees.
- 3.8** If liquor is to be served at a City facility, the renter must acquire a Special Occasions License, and will adhere to the conditions of such license. Liquor service must be requested and approved prior to signing an Agreement to License City Facilities Contract. Approval will be granted by the Director of Recreation and Community Services or a designated officer.
- 3.9** Entrance to or use of facilities outside of normal operating hours for activities such as event set up, take down, etc. must be requested and approved prior to signing an Agreement to License City Facilities Contract. Approval will be granted by the Director of Recreation and Community Services or a designated officer.
- 3.10** When a renter requires a facility to be closed to public use for any period preceding and/or following the actual date of event, there will be a charge to offset supervision costs.
- 3.11** A damage/security deposit will be taken for event rentals taking place within the following spaces:
 1. Earl Mah Aquatic Center Full facility or Viewing area
 2. Russel Gamble Gymnasium
 3. Civic Auditorium
 4. Arena

Deposits will not be taken for sport organizations regular rentals, but all other rentals will require deposit to confirm booking. Any refundable portion will be returned within 3 weeks of booking with an itemized list of any deductions.

4.0 Aquatic Centre Rentals

Aquatic Centre rentals relate to the use of the aquatic facilities in the Earl Mah Aquatic Centre

4.1 Aquatic Centre Rental Modes of Use

- 4.1.1 Single Lane** rental users are entitled to the exclusive use of one 25 metre swim lane in the Aquatic Centre, as determined by Aquatic Centre Management, for the duration of a one hour period during normal operating hours.
- 4.1.2 Shallow** rental users are entitled to the exclusive use of the shallow portion of the main pool in the Aquatic Centre for the duration of a one hour period during, normal operating hours. The shallow portion is defined by the edge of the deep tank that is closest to the change rooms (approximately 15m x 15m). This excludes the deep tank and the deep portion of the main pool.
- 4.1.3 Deep** rental users are entitled to the exclusive use of the deep portion of the main pool in the Aquatic Centre for the duration of a one hour period, during normal operating hours. The deep portion is defined by the edge of the deep tank that is closest to the change rooms (approximately 10m x 15m). This excludes the deep tank and the shallow portion of the main pool.
- 4.1.4 Deep Tank** rental users are entitled to the exclusive use of the deep tank in the main pool in the Aquatic Centre for the duration of a one hour period, during normal operating hours. The deep tank is defined as the main pool area with a depth greater than 1.5m (approximately 10m x 10m). This excludes the deep portion and the shallow portion of the main pool.
- 4.1.5 Shallow L** rental users are entitled to the exclusive use of the shallow portion, plus one 25m lane extending through the deep tank and deep portion of the main pool in the Aquatic Centre for the duration of a one hour period, during normal operating hours.
- 4.1.6 Deep L** rental users are entitled to the exclusive use of the deep tank, plus one 25m lane extending through the shallow portion and deep portion of the main pool in the Aquatic Centre for the duration of a one hour period, during normal operating hours.

4.1.7 Shallow End rental users are entitled to the exclusive use of the shallow end of the main pool in the Aquatic Centre for the duration of a one hour period, during normal operating hours. The shallow end includes the shallow portion and the deep portion of the main pool (approximately 25m x 15m), but excludes the deep tank.

4.1.8 Main Pool rental users are entitled to the exclusive use of the entire main pool in the Aquatic Centre for the duration of a one hour period, during normal operating hours. This does not include the Tot Pool, Hot Tub, or Saunas.

4.1.9 Facility rental users are entitled to the exclusive use of the entire Aquatic Centre facility, excluding the Fitness Centre, for the duration of a one hour period during normal operating hours.

4.2 Aquatic Centre Rental User Groups

4.2.1 Minor Organizations rental rates apply to renters that are non-profit organization, which is organized and operated for the primary purpose of providing individuals with sport, recreation, and social activities, and whose membership is comprised of individuals of which at least 75% are 18 years of age or under, or a school group from a recognized primary or secondary institution.

4.2.2 General Public rental rates apply to all renters that do not meet the criteria of Clubs, or Commercial renters.

4.2.3 Commercial rental rates apply to individuals, companies, or organizations engaged in the pursuit of business for profit through the use of Recreation facilities.

4.2.4 Tournament/Competition rental rates apply to organizations that meet the Clubs qualifications and are renting the facility for the purpose of hosting an event where the primary intention is sport and recreation competition, and the primary intention is not earning profit.

5.0 Arena Rentals

Arena rentals relate to the use of the Jim Ciccone Civic Centre Arena

5.1 Arena Rental Modes of Use

5.1.1 Prime time rental users are entitled to exclusive use of the Jim Ciccone Civic Centre Arena surface for the duration of a one hour period between the Prime hours as represented in the table below.

5.1.2 Non-Prime time rental users are entitled to exclusive use of the Jim Ciccone Civic Centre Arena surface for the duration of a one hour period during the Non-prime hours as represented in the table below.

	Monday - Friday	Saturday - Sunday
Prime	4pm – 11:59pm	8am – 11:59pm
Non-Prime	12am – 3:59pm	12am – 7:59am

5.1.3 Dry floor rental users are entitled to exclusive use of the Jim Ciccone Civic Centre Arena, while absent of ice, for the duration of a one hour period.

5.2 Arena Rental User Groups

5.2.1 Minor Organizations rental rates apply to renters that are non-profit organization, which is organized and operated for the primary purpose of providing individuals with sport, recreation, and social activities, and whose membership is comprised of individuals of which at least 75% are 18 years of age or under, or a school group from a recognized primary or secondary institution.

5.2.2 Youth rental rates apply to renters where at least 75% of the intended users are 18 years of age or under, and do not meet the Minor Organizations criteria.

5.2.3 Adult rental rates apply to all renters that do not meet the criteria of Minor Organizations, Youth, or Commercial renters.

5.2.4 Commercial rental rates apply to individuals, companies, or organizations engaged in the pursuit of business for profit through the use of recreation facilities.

5.2.5 Local Events rental rates apply to individuals, companies, or organizations with a permanent address within the municipal boundaries of the City of Prince Rupert, and who require use of the Jim Ciccone Civic Centre Arena surface for a full-day event. A full-day event includes access to the facility during regular operating hours, and excludes other potential users from accessing the facility, for a 24 hour period. Additional fees may be levied for facility access outside of regular operating hours.

5.2.6 External Events rental rates apply to individuals, companies, or organizations without a permanent address within the municipal boundaries of the City of Prince Rupert, and who require use of the Jim Ciccone Civic Centre Arena surface for a full-day event. A full-day event includes access to the facility during regular operating hours, and excludes other potential users from accessing the facility, for a 24 hour period. Additional fees may be levied for facility access outside of regular operating hours.

6.0 Field Rentals

Field rentals relate to the use of the Roosevelt Park, Patullo Field, Charles Hays Field, Ladies' Ball Diamond, Chris Maguire Field.

6.1 Field Rental Modes of Use

6.1.1 Practice/Game rental rates apply to renters that are using the facilities for the primary purpose of providing individuals with sport, recreation, and social activities, and are doing such for the duration of a singular practice or game.

6.1.2 Tournament rental rates apply to organizations that are renting the facility for the purpose of hosting an event where the primary intention is sport and recreation competition, and the primary intention is not earning profit.

6.2 Field Rental User Groups

6.2.1 Youth rental rates apply to renters when at least 75% of the intended users are 18 years of age or under.

6.2.2 Adult rental rates apply to renters when less than 75% of the intended users are 18 years of age or under.

7.0 Space Rentals

Space rentals relate to the use of rental space throughout the Recreation Complex.

7.1 Space Rental Modes of Use

7.1.1 Hourly rental users are entitled to exclusive use of the specified rental space for the duration of a one hour period. Hourly rental space is priced according to the space size (ft²).

7.1.2 Daily rental users are entitled to exclusive use of the specified rental space for the duration of a 24 hour period, which includes access to the facility during regular operating hours, and excludes other potential users from accessing the facility. Apart from parking lot rentals, additional fees may be levied for complex access outside of regular operating hours.

7.1.3 Seasonal rental users are entitled to exclusive use of locker space in the arena for the duration of a period determined to be a "season" by Recreation Management.

7.1.4 Annual rental users are entitled to exclusive use of the specified rental space for the duration of a 365 day period, which includes access to the facility during regular operating hours, and excludes other potential users from accessing the facility.

7.2 Space Rental User Groups

7.2.1 Non-Profit/Public rental rates apply to renters who are not engaged in the pursuit of business for profit through the use of Recreation facilities.

7.2.2 Commercial rental rates apply to individuals, companies, or organizations engaged in the pursuit of business for profit through the use of Recreation facilities.

8.0 Equipment Rentals

Equipment rentals relate to the use of equipment throughout the Recreation Complex. Additional equipment rentals are available in Schedule C of this bylaw.

8.1 Equipment Rental Modes of Use

8.1.1 Gymnasium Floor Covering (Half) rental users are entitled to the use of this equipment, which covers half of the gymnasium (extending to the half-gym curtain), for the duration of a 24 hour period, which can be accessed during normal operating hours.

8.1.2 Gymnasium Floor Covering (Full) rental users are entitled to the use of this equipment, which covers the entire gymnasium, for the duration of a 24 hour period, which can be accessed during normal operating hours.

8.1.3 Stage rental users are entitled to the use of this equipment, which is rented on a per panel (4ft x 6ft) basis, for the duration of a 24 hour period, which can be accessed during normal operating hours

8.2 Equipment Rental User Groups

8.2.1 Non-Profit/Public rental rates apply to renters who are not engaged in the pursuit of business for profit through the use of Recreation facilities.

8.2.2 Commercial rental rates apply to individuals, companies, or organizations engaged in the pursuit of business for profit through the use of Recreation facilities.

Schedule "B" - Recreation Fees & Charges

Admissions

1.1 Single Drop-in Admission - All Facilities (3 hrs)	September 1, 2020 – August 31, 2021	September 1, 2021 – August 31, 2022	September 1, 2022 – August 31, 2023	September 1, 2023 – August 31, 2024	September 1, 2024 – August 31, 2025	September 1, 2025 – August 31, 2026	September 1, 2026 – August 31, 2027
Child (no GST)	\$2.81	\$2.95	\$3.10	\$3.25	\$3.42	\$3.59	\$3.77
Youth, Senior, Post-Secondary	\$3.32	\$3.49	\$3.66	\$3.84	\$4.04	\$4.24	\$4.45
Adult	\$6.89	\$7.23	\$7.60	\$7.98	\$8.37	\$8.79	\$9.23
Family (max. 6)	\$13.78	\$14.47	\$15.19	\$15.95	\$16.75	\$17.59	\$18.47
Additional family member	\$1.28	\$1.34	\$1.41	\$1.48	\$1.56	\$1.63	\$1.72
Therapy (Medical Note Required)	\$4.57	\$4.80	\$5.04	\$5.29	\$5.55	\$5.83	\$6.12
Shower	\$3.04	\$3.19	\$3.35	\$3.52	\$3.70	\$3.88	\$4.07
1.2 Casual Drop-in	September 1, 2020 – August 31, 2021	September 1, 2021 – August 31, 2022	September 1, 2022 – August 31, 2023	September 1, 2023 – August 31, 2024	September 1, 2024 – August 31, 2025	September 1, 2025 – August 31, 2026	September 1, 2026 – August 31, 2027
Child (no GST)	\$1.94	\$2.04	\$2.14	\$2.25	\$2.36	\$2.48	\$2.60
Youth, Senior, Post-Secondary	\$3.11	\$3.27	\$3.43	\$3.60	\$3.78	\$3.97	\$4.17
Adult	\$4.79	\$5.03	\$5.28	\$5.55	\$5.82	\$6.11	\$6.42
1.3 Daily Drop-in Admission - All Facilities (all day)	September 1, 2020 – August 31, 2021	September 1, 2021 – August 31, 2022	September 1, 2022 – August 31, 2023	September 1, 2023 – August 31, 2024	September 1, 2024 – August 31, 2025	September 1, 2025 – August 31, 2026	September 1, 2026 – August 31, 2027
Child (no GST)	\$8.42	\$8.84	\$9.28	\$9.75	\$10.23	\$10.75	\$11.28
Youth, Senior, Post-Secondary	\$9.95	\$10.45	\$10.97	\$11.52	\$12.09	\$12.70	\$13.33
Adult	\$20.68	\$21.71	\$22.80	\$23.94	\$25.14	\$26.39	\$27.71
Family (max. 6)	\$41.35	\$43.42	\$45.59	\$47.87	\$50.26	\$52.77	\$55.41
Additional family member	\$3.83	\$4.02	\$4.22	\$4.43	\$4.66	\$4.89	\$5.13
Therapy (Medical Note Required)	\$13.71	\$14.40	\$15.12	\$15.87	\$16.66	\$17.50	\$18.37
1.4 10 Tickets	September 1, 2020 – August 31, 2021	September 1, 2021 – August 31, 2022	September 1, 2022 – August 31, 2023	September 1, 2023 – August 31, 2024	September 1, 2024 – August 31, 2025	September 1, 2025 – August 31, 2026	September 1, 2026 – August 31, 2027
Child (no GST)	\$23.87	\$25.06	\$26.32	\$27.63	\$29.01	\$30.46	\$31.99
Youth, Senior, Post-Secondary	\$28.21	\$29.62	\$31.10	\$32.66	\$34.29	\$36.00	\$37.80
Adult	\$58.58	\$61.51	\$64.58	\$67.81	\$71.20	\$74.76	\$78.50
Family (max. 6)	\$117.16	\$123.02	\$129.17	\$135.63	\$142.41	\$149.53	\$157.01
Additional family member	\$12.00	\$12.60	\$13.23	\$13.89	\$14.59	\$15.32	\$16.08
Therapy (Medical Note Required)	\$38.90	\$40.85	\$42.89	\$45.03	\$47.28	\$49.65	\$52.13
2.1 20 Tickets	September 1, 2020 – August 31, 2021	September 1, 2021 – August 31, 2022	September 1, 2022 – August 31, 2023	September 1, 2023 – August 31, 2024	September 1, 2024 – August 31, 2025	September 1, 2025 – August 31, 2026	September 1, 2026 – August 31, 2027
Child (no GST)	\$44.93	\$47.18	\$49.54	\$52.01	\$54.61	\$57.34	\$60.21
Youth, Senior, Post-Secondary	\$53.09	\$55.74	\$58.53	\$61.46	\$64.53	\$67.76	\$71.15
Adult	\$110.27	\$115.78	\$121.57	\$127.65	\$134.03	\$140.74	\$147.77
Family (max. 6)	\$220.54	\$231.57	\$243.15	\$255.30	\$268.07	\$281.47	\$295.54

Additional family member	\$22.46	\$23.58	\$24.76	\$26.00	\$27.30	\$28.67	\$30.10
Therapy (Medical Note Required)	\$73.21	\$76.87	\$80.71	\$84.75	\$88.99	\$93.44	\$98.11
2.2 1 Month Membership	September 1, 2020 – August 31, 2021	September 1, 2021 – August 31, 2022	September 1, 2022 – August 31, 2023	September 1, 2023 – August 31, 2024	September 1, 2024 – August 31, 2025	September 1, 2025 – August 31, 2026	September 1, 2026 – August 31, 2027
Child (no GST)	\$28.08	\$29.48	\$30.96	\$32.51	\$34.13	\$35.84	\$37.63
Youth, Senior, Post-Secondary	\$33.18	\$34.84	\$36.58	\$38.41	\$40.33	\$42.35	\$44.46
Adult	\$68.92	\$72.37	\$75.98	\$79.78	\$83.77	\$87.96	\$92.36
Family (max. 6)	\$137.84	\$144.73	\$151.97	\$159.57	\$167.55	\$175.92	\$184.72
Additional family member	\$14.04	\$14.74	\$15.48	\$16.25	\$17.07	\$17.92	\$18.81
Therapy (Medical Note Required)	\$45.69	\$47.97	\$50.37	\$52.89	\$55.54	\$58.31	\$61.23
2.3 3 Month Membership	September 1, 2020 – August 31, 2021	September 1, 2021 – August 31, 2022	September 1, 2022 – August 31, 2023	September 1, 2023 – August 31, 2024	September 1, 2024 – August 31, 2025	September 1, 2025 – August 31, 2026	September 1, 2026 – August 31, 2027
Child (no GST)	\$75.81	\$79.60	\$83.58	\$87.76	\$92.15	\$96.75	\$101.59
Youth, Senior, Post-Secondary	\$89.59	\$94.07	\$98.77	\$103.71	\$108.90	\$114.34	\$120.06
Adult	\$186.08	\$195.38	\$205.15	\$215.41	\$226.18	\$237.49	\$249.36
Family (max. 6)	\$372.16	\$390.77	\$410.31	\$430.82	\$452.36	\$474.98	\$498.73
Additional family member	\$37.91	\$39.81	\$41.80	\$43.89	\$46.08	\$48.38	\$50.80
Therapy (Medical Note Required)	\$123.37	\$129.54	\$136.02	\$142.82	\$149.96	\$157.45	\$165.33
3.1 6 Month Membership	September 1, 2020 – August 31, 2021	September 1, 2021 – August 31, 2022	September 1, 2022 – August 31, 2023	September 1, 2023 – August 31, 2024	September 1, 2024 – August 31, 2025	September 1, 2025 – August 31, 2026	September 1, 2026 – August 31, 2027
Child (no GST)	\$148.25	\$155.66	\$163.45	\$171.62	\$180.20	\$189.21	\$198.67
Youth, Senior, Post-Secondary	\$175.21	\$183.97	\$193.17	\$202.83	\$212.97	\$223.62	\$234.80
Adult	\$363.89	\$382.08	\$401.19	\$421.25	\$442.31	\$464.43	\$487.65
Family (max. 6)	\$727.79	\$764.18	\$802.39	\$842.51	\$884.63	\$928.86	\$975.31
Additional family member	\$74.13	\$77.84	\$81.73	\$85.81	\$90.11	\$94.61	\$99.34
Therapy (Medical Note Required)	\$241.25	\$253.31	\$265.98	\$279.28	\$293.24	\$307.90	\$323.30
3.2 Annual Membership	September 1, 2020 – August 31, 2021	September 1, 2021 – August 31, 2022	September 1, 2022 – August 31, 2023	September 1, 2023 – August 31, 2024	September 1, 2024 – August 31, 2025	September 1, 2025 – August 31, 2026	September 1, 2026 – August 31, 2027
Child (no GST)	\$269.55	\$283.03	\$297.18	\$312.04	\$327.64	\$344.02	\$361.22
Youth, Senior, Post-Secondary	\$318.56	\$334.49	\$351.21	\$368.77	\$387.21	\$406.57	\$426.90
Adult	\$661.62	\$694.70	\$729.44	\$765.91	\$804.20	\$844.41	\$886.63
Family (max. 6)	\$1,323.25	\$1,389.41	\$1,458.88	\$1,531.83	\$1,608.42	\$1,688.84	\$1,773.28
Additional family member	\$134.78	\$141.52	\$148.59	\$156.02	\$163.83	\$172.02	\$180.62
Therapy (Medical Note Required)	\$438.63	\$460.56	\$483.59	\$507.77	\$533.16	\$559.82	\$587.81
Employees	\$160.44	\$168.46	\$176.89	\$185.73	\$195.02	\$204.77	\$215.00

Rentals - Aquatic

4.1 Minor Sport and Schools	September 1, 2020 – August 31, 2021	September 1, 2021 – August 31, 2022	September 1, 2022 – August 31, 2023	September 1, 2023 – August 31, 2024	September 1, 2024 – August 31, 2025	September 1, 2025 – August 31, 2026	September 1, 2026 – August 31, 2027
1 Lane	\$7.38	\$7.75	\$8.14	\$8.54	\$8.97	\$9.42	\$9.89
Shallow	\$44.26	\$46.47	\$48.80	\$51.24	\$53.80	\$56.49	\$59.31
Deep	\$29.51	\$30.99	\$32.53	\$34.16	\$35.87	\$37.66	\$39.55
Deep Tank	\$16.52	\$17.35	\$18.21	\$19.12	\$20.08	\$21.08	\$22.14
Shallow End	\$31.87	\$33.46	\$35.14	\$36.89	\$38.74	\$40.68	\$42.71
Main Pool Only	\$60.79	\$63.83	\$67.02	\$70.37	\$73.89	\$77.59	\$81.46
Facility	\$79.02	\$82.97	\$87.12	\$91.48	\$96.05	\$100.85	\$105.89
4.2 General Public and Post- Secondary	September 1, 2020 – August 31, 2021	September 1, 2021 – August 31, 2022	September 1, 2022 – August 31, 2023	September 1, 2023 – August 31, 2024	September 1, 2024 – August 31, 2025	September 1, 2025 – August 31, 2026	September 1, 2026 – August 31, 2027
Per Lane	\$9.83	\$10.32	\$10.84	\$11.38	\$11.95	\$12.55	\$13.17
Shared Pool	\$58.96	\$61.91	\$65.00	\$68.25	\$71.67	\$75.25	\$79.01
Deep Tank	\$22.01	\$23.11	\$24.27	\$25.48	\$26.75	\$28.09	\$29.50
Shallow End	\$42.45	\$44.57	\$46.80	\$49.14	\$51.60	\$54.18	\$56.89
Main Pool Only	\$80.98	\$85.03	\$89.28	\$93.74	\$98.43	\$103.35	\$108.52
Facility	\$105.27	\$110.53	\$116.06	\$121.86	\$127.96	\$134.35	\$141.07
4.3 Commercial	September 1, 2020 – August 31, 2021	September 1, 2021 – August 31, 2022	September 1, 2022 – August 31, 2023	September 1, 2023 – August 31, 2024	September 1, 2024 – August 31, 2025	September 1, 2025 – August 31, 2026	September 1, 2026 – August 31, 2027
1 Lane	\$14.74	\$15.48	\$16.25	\$17.06	\$17.92	\$18.81	\$19.75
Shallow L	\$88.45	\$92.87	\$97.52	\$102.39	\$107.51	\$112.89	\$118.53
Deep L	\$58.96	\$61.91	\$65.00	\$68.25	\$71.67	\$75.25	\$79.01
Deep Tank	\$33.02	\$34.67	\$36.40	\$38.22	\$40.14	\$42.14	\$44.25
Shallow End	\$63.68	\$66.86	\$70.21	\$73.72	\$77.40	\$81.27	\$85.34
Main Pool Only	\$121.47	\$127.54	\$133.92	\$140.62	\$147.65	\$155.03	\$162.78
Facility	\$157.91	\$165.81	\$174.10	\$182.80	\$191.94	\$201.54	\$211.61
4.4 Competitions	September 1, 2020 – August 31, 2021	September 1, 2021 – August 31, 2022	September 1, 2022 – August 31, 2023	September 1, 2023 – August 31, 2024	September 1, 2024 – August 31, 2025	September 1, 2025 – August 31, 2026	September 1, 2026 – August 31, 2027
1 Lane	\$56.16	\$58.97	\$61.92	\$65.01	\$68.26	\$71.68	\$75.26

Rentals - Arena

5.1 Ice	September 1, 2020 – August 31, 2021	September 1, 2021 – August 31, 2022	September 1, 2022 – August 31, 2023	September 1, 2023 – August 31, 2024	September 1, 2024 – August 31, 2025	September 1, 2025 – August 31, 2026	September 1, 2026 – August 31, 2027
Youth Non-Prime	\$65.88	\$69.17	\$72.63	\$76.26	\$80.08	\$84.08	\$88.29
Youth Prime	\$87.29	\$91.65	\$96.24	\$101.05	\$106.10	\$111.41	\$116.98
Adult Non-Prime	\$171.83	\$180.42	\$189.44	\$198.91	\$208.86	\$219.30	\$230.27
Adult Prime	\$227.66	\$239.04	\$251.00	\$263.54	\$276.72	\$290.56	\$305.09
Commercial Non-Prime	\$206.19	\$216.50	\$227.32	\$238.69	\$250.63	\$263.16	\$276.31
Commercial Prime	\$273.19	\$286.85	\$301.19	\$316.25	\$332.06	\$348.67	\$366.10
5.2 Dry Floor (Arena)	September 1, 2020 – August 31, 2021	September 1, 2021 – August 31, 2022	September 1, 2022 – August 31, 2023	September 1, 2023 – August 31, 2024	September 1, 2024 – August 31, 2025	September 1, 2025 – August 31, 2026	September 1, 2026 – August 31, 2027
Youth Non-Prime	\$36.23	\$38.04	\$39.94	\$41.94	\$44.04	\$46.24	\$48.55
Youth Prime	\$54.35	\$57.07	\$59.92	\$62.92	\$66.06	\$69.37	\$72.83
Adult Non-Prime	\$94.50	\$99.23	\$104.19	\$109.40	\$114.87	\$120.61	\$126.64
Adult Prime	\$141.76	\$148.85	\$156.29	\$164.10	\$172.31	\$180.93	\$189.97
Commercial Non-Prime	\$113.41	\$119.08	\$125.03	\$131.29	\$137.85	\$144.74	\$151.98
Commercial Prime	\$170.11	\$178.62	\$187.55	\$196.92	\$206.77	\$217.11	\$227.96
Local Events - Daily	\$2,145.74	\$2,253.03	\$2,365.68	\$2,483.96	\$2,608.16	\$2,738.57	\$2,875.50
External Events - Daily	\$3,465.55	\$3,638.83	\$3,820.77	\$4,011.81	\$4,212.40	\$4,423.02	\$4,644.17
5.3 Skate Rentals	September 1, 2020 – August 31, 2021	September 1, 2021 – August 31, 2022	September 1, 2022 – August 31, 2023	September 1, 2023 – August 31, 2024	September 1, 2024 – August 31, 2025	September 1, 2025 – August 31, 2026	September 1, 2026 – August 31, 2027
Per Pair	\$2.55	\$2.68	\$2.81	\$2.95	\$3.10	\$3.25	\$3.42
5.4 Skate Rentals - 10 Tickets	September 1, 2020 – August 31, 2021	September 1, 2021 – August 31, 2022	September 1, 2022 – August 31, 2023	September 1, 2023 – August 31, 2024	September 1, 2024 – August 31, 2025	September 1, 2025 – August 31, 2026	September 1, 2026 – August 31, 2027
Per Pair	\$22.65	\$23.78	\$24.97	\$26.22	\$27.53	\$28.91	\$30.35
5.5 Skate Sharpening	September 1, 2020 – August 31, 2021	September 1, 2021 – August 31, 2022	September 1, 2022 – August 31, 2023	September 1, 2023 – August 31, 2024	September 1, 2024 – August 31, 2025	September 1, 2025 – August 31, 2026	September 1, 2026 – August 31, 2027
Per Pair	\$7.64	\$8.02	\$8.42	\$8.84	\$9.29	\$9.75	\$10.24
5.6 Skate Sharpening - 10 Tickets	September 1, 2020 – August 31, 2021	September 1, 2021 – August 31, 2022	September 1, 2022 – August 31, 2023	September 1, 2023 – August 31, 2024	September 1, 2024 – August 31, 2025	September 1, 2025 – August 31, 2026	September 1, 2026 – August 31, 2027
Per Pair	\$72.24	\$75.85	\$79.64	\$83.63	\$87.81	\$92.20	\$96.81

Rentals - Fields

6.1 Fields	September 1, 2020 – August 31, 2021	September 1, 2021 – August 31, 2022	September 1, 2022 – August 31, 2023	September 1, 2023 – August 31, 2024	September 1, 2024 – August 31, 2025	September 1, 2025 – August 31, 2026	September 1, 2026 – August 31, 2027
Youth - Practice/Game (per hour)	\$3.04	\$3.19	\$3.35	\$3.52	\$3.70	\$3.88	\$4.07
Youth - Practice/Game 1/2 Field (per hour)	\$1.87	\$1.96	\$2.06	\$2.16	\$2.27	\$2.39	\$2.51
Youth - Practice/Game 1/3 Field (per hour)	\$1.22	\$1.28	\$1.35	\$1.41	\$1.48	\$1.56	\$1.63
Youth - Tournaments/Camps (per hour)	\$2.43	\$2.55	\$2.68	\$2.81	\$2.95	\$3.10	\$3.26
Adult - Practice/Game (per hour)	\$6.08	\$6.38	\$6.70	\$7.04	\$7.39	\$7.76	\$8.15
Adult - Practice/Game 1/2 Field (per hour)	\$3.65	\$3.83	\$4.02	\$4.23	\$4.44	\$4.66	\$4.89
Adult - Practice/Game 1/3 (per hour)	\$2.43	\$2.55	\$2.68	\$2.81	\$2.95	\$3.10	\$3.26
Adult - Tournament/Camps (per hour)	\$4.86	\$5.10	\$5.36	\$5.63	\$5.91	\$6.20	\$6.51

Rentals - Space

7.1 RENTALS - SPACE	Size (ft²)	Rate Category	September 1, 2020 – August 31, 2021	September 1, 2021 – August 31, 2022	September 1, 2022 – August 31, 2023	September 1, 2023 – August 31, 2024	September 1, 2024 – August 31, 2025	September 1, 2025 – August 31, 2026	September 1, 2026 – August 31, 2027
Judo Room	990	Non-Profit/Public	\$19.77	\$20.76	\$21.80	\$22.89	\$24.03	\$25.23	\$26.49
		Commercial	\$23.72	\$24.91	\$26.15	\$27.46	\$28.83	\$30.27	\$31.79
	Daily	Non-Profit/Public	\$197.70	\$207.59	\$217.96	\$228.86	\$240.31	\$252.32	\$264.94
		Commercial	\$237.24	\$249.10	\$261.56	\$274.63	\$288.37	\$302.79	\$317.92
Youth Lounge	850	Non-Profit/Public	\$24.11	\$25.32	\$26.58	\$27.91	\$29.31	\$30.77	\$32.31
		Commercial	\$28.93	\$30.38	\$31.90	\$33.49	\$35.16	\$36.92	\$38.77
	Daily	Non-Profit/Public	\$241.09	\$253.14	\$265.80	\$279.09	\$293.05	\$307.70	\$323.08
		Commercial	\$289.31	\$303.78	\$318.96	\$334.91	\$351.66	\$369.24	\$387.70
Arts Room	636	Non-Profit/Public	\$19.77	\$20.76	\$21.80	\$22.89	\$24.03	\$25.23	\$26.49
		Commercial	\$23.72	\$24.91	\$26.15	\$27.46	\$28.83	\$30.27	\$31.79
	Daily	Non-Profit/Public	\$197.70	\$207.59	\$217.96	\$228.86	\$240.31	\$252.32	\$264.94
		Commercial	\$237.24	\$249.10	\$261.56	\$274.63	\$288.37	\$302.79	\$317.92
Training Room	402	Non-Profit/Public	\$19.77	\$20.76	\$21.80	\$22.89	\$24.03	\$25.23	\$26.49
		Commercial	\$23.72	\$24.91	\$26.15	\$27.46	\$28.83	\$30.27	\$31.79
	Daily	Non-Profit/Public	\$197.70	\$207.59	\$217.96	\$228.86	\$240.31	\$252.32	\$264.94
		Commercial	\$237.24	\$249.10	\$261.56	\$274.63	\$288.37	\$302.79	\$317.92
8.1 Location	Size (ft²)	Rate Category	September 1, 2020 – August 31, 2021	September 1, 2021 – August 31, 2022	September 1, 2022 – August 31, 2023	September 1, 2023 – August 31, 2024	September 1, 2024 – August 31, 2025	September 1, 2025 – August 31, 2026	September 1, 2026 – August 31, 2027
Eagle Room	945	Non-Profit/Public	\$24.11	\$25.32	\$26.58	\$27.91	\$29.31	\$30.77	\$32.31
		Commercial	\$28.93	\$30.38	\$31.90	\$33.49	\$35.16	\$36.92	\$38.77
	Daily	Non-Profit/Public	\$241.09	\$253.14	\$265.80	\$279.09	\$293.05	\$307.70	\$323.08
		Commercial	\$289.31	\$303.78	\$318.96	\$334.91	\$351.66	\$369.24	\$387.70
Auditorium	5,177	Non-Profit/Public	\$35.07	\$36.82	\$38.66	\$40.60	\$42.63	\$44.76	\$47.00
		Commercial	\$42.09	\$44.19	\$46.40	\$48.72	\$51.16	\$53.72	\$56.40
	Daily	Non-Profit/Public	\$350.72	\$368.26	\$386.67	\$406.00	\$426.30	\$447.62	\$470.00
		Commercial	\$420.87	\$441.91	\$464.01	\$487.21	\$511.57	\$537.15	\$564.01
Gymnasium (Half)	6,260	Non-Profit/Public	\$35.07	\$36.82	\$38.66	\$40.60	\$42.63	\$44.76	\$47.00
		Commercial	\$50.51	\$53.04	\$55.69	\$58.47	\$61.40	\$64.46	\$67.69
	Daily	Non-Profit/Public	\$420.94	\$441.99	\$464.09	\$487.29	\$511.66	\$537.24	\$564.10
		Commercial	\$505.13	\$530.39	\$556.91	\$584.75	\$613.99	\$644.69	\$676.92
Gymnasium (Full)	12,519	Non-Profit/Public	\$70.16	\$73.67	\$77.35	\$81.22	\$85.28	\$89.54	\$94.02
		Commercial	\$84.19	\$88.40	\$92.82	\$97.46	\$102.33	\$107.45	\$112.82
	Daily	Non-Profit/Public	\$701.57	\$736.65	\$773.48	\$812.15	\$852.76	\$895.40	\$940.17
		Commercial	\$841.89	\$883.98	\$928.18	\$974.59	\$1,023.32	\$1,074.49	\$1,128.21
Main Basketball Court	4,785	Non-Profit/Public	\$50.03	\$52.53	\$55.16	\$57.92	\$60.81	\$63.85	\$67.04
		Commercial	\$60.04	\$63.04	\$66.19	\$69.50	\$72.98	\$76.63	\$80.46
	Daily	Non-Profit/Public	\$500.30	\$525.32	\$551.58	\$579.16	\$608.12	\$638.52	\$670.45
		Commercial	\$600.36	\$630.38	\$661.90	\$694.99	\$729.74	\$766.23	\$804.54
9.1 Location	Size (ft²)	Rate Category	September 1, 2020 – August 31, 2021	September 1, 2021 – August 31, 2022	September 1, 2022 – August 31, 2023	September 1, 2023 – August 31, 2024	September 1, 2024 – August 31, 2025	September 1, 2025 – August 31, 2026	September 1, 2026 – August 31, 2027

Pool Viewing Area	1,455	Non-Profit/Public	\$19.77	\$20.76	\$21.80	\$22.89	\$24.03	\$25.23	\$26.49
		Commercial	\$23.72	\$24.91	\$26.15	\$27.46	\$28.83	\$30.27	\$31.79
	Daily	Non-Profit/Public	\$197.70	\$207.59	\$217.96	\$228.86	\$240.31	\$252.32	\$264.94
		Commercial	\$237.24	\$249.10	\$261.56	\$274.63	\$288.37	\$302.79	\$317.92
Lower Kitchen	252	Non-Profit/Public	\$18.86	\$19.80	\$20.79	\$21.83	\$22.92	\$24.07	\$25.27
		Commercial	\$22.64	\$23.77	\$24.96	\$26.21	\$27.52	\$28.90	\$30.34
	Daily	Non-Profit/Public	\$188.63	\$198.06	\$207.96	\$218.36	\$229.28	\$240.74	\$252.78
		Commercial	\$226.36	\$237.68	\$249.56	\$262.04	\$275.14	\$288.90	\$303.34
Parking Lot	Per Stall	Per Hour	\$35.10	\$36.86	\$38.70	\$40.63	\$42.66	\$44.80	\$47.04
		Daily	\$350.98	\$368.53	\$386.96	\$406.30	\$426.62	\$447.95	\$470.35
	Entire Lot (Daily)	Non-Profit/Public	\$1,870.47	\$1,963.99	\$2,062.19	\$2,165.30	\$2,273.57	\$2,387.25	\$2,506.61
		Commercial	\$2,244.57	\$2,356.80	\$2,474.64	\$2,598.37	\$2,728.29	\$2,864.70	\$3,007.94
Office Space	ft2/yr	Non-Profit/Public	\$12.76	\$13.40	\$14.07	\$14.77	\$15.51	\$16.29	\$17.10
Lockers	Locker/Season	Non-Profit/Public	\$127.63	\$134.01	\$140.71	\$147.75	\$155.14	\$162.89	\$171.04

Rentals - Items

10.1 Item	Unit of Measure	Rate Category	September 1, 2020 – August 31, 2021	September 1, 2021 – August 31, 2022	September 1, 2022 – August 31, 2023	September 1, 2023 – August 31, 2024	September 1, 2024 – August 31, 2025	September 1, 2025 – August 31, 2026	September 1, 2026 – August 31, 2027
Gymnasium Floor Covering	Half	Non-Profit/Public	\$255.26	\$268.02	\$281.42	\$295.50	\$310.27	\$325.78	\$342.07
		Commercial	\$306.31	\$321.63	\$337.71	\$354.59	\$372.32	\$390.94	\$410.48
	Full	Non-Profit/Public	\$510.51	\$536.04	\$562.84	\$590.98	\$620.53	\$651.55	\$684.13
		Commercial	\$612.62	\$643.25	\$675.41	\$709.18	\$744.64	\$781.88	\$820.97
Stage (per panel)	Per Panel	Non-Profit/Public	\$23.39	\$24.56	\$25.79	\$27.08	\$28.43	\$29.85	\$31.34
		Commercial	\$28.07	\$29.47	\$30.95	\$32.49	\$34.12	\$35.83	\$37.62
Bleachers	Per Day	Non-Profit/Public			Hourly Wage + 10% (2 hours)				
		Commercial			Hourly Wage + 25% (2 hours)				
11.1 Item	Unit of Measure	Rate Category	September 1, 2020 – August 31, 2021	September 1, 2021 – August 31, 2022	September 1, 2022 – August 31, 2023	September 1, 2023 – August 31, 2024	September 1, 2024 – August 31, 2025	September 1, 2025 – August 31, 2026	September 1, 2026 – August 31, 2027
Power (per day)	100 amps	Non-Profit/Public	\$248.52	\$260.95	\$273.99	\$287.69	\$302.08	\$317.18	\$333.04
		Commercial	\$298.22	\$313.13	\$328.79	\$345.23	\$362.49	\$380.61	\$399.64
	200 amps	Non-Profit/Public	\$373.55	\$392.23	\$411.84	\$432.43	\$454.05	\$476.75	\$500.59
		Commercial	\$448.27	\$470.68	\$494.22	\$518.93	\$544.87	\$572.12	\$600.72
Spider Board (no public off-site rentals)	Per Day	Non-Profit/Public	\$47.62	\$50.00	\$52.50	\$55.13	\$57.88	\$60.78	\$63.82
		Commercial	\$57.14	\$60.00	\$63.00	\$66.15	\$69.45	\$72.93	\$76.57
Projector	Per Day	Non-Profit/Public	\$24.31	\$25.53	\$26.80	\$28.14	\$29.55	\$31.03	\$32.58
		Commercial	\$29.17	\$30.63	\$32.16	\$33.77	\$35.46	\$37.23	\$39.09
Project Screen	Per Day	Non-Profit/Public	\$7.29	\$7.65	\$8.04	\$8.44	\$8.86	\$9.30	\$9.77
		Commercial	\$8.75	\$9.19	\$9.65	\$10.13	\$10.64	\$11.17	\$11.73
Projector & Screen	Per Day	Non-Profit/Public	\$30.39	\$31.91	\$33.50	\$35.18	\$36.94	\$38.79	\$40.73
		Commercial	\$36.47	\$38.29	\$40.21	\$42.22	\$44.33	\$46.55	\$48.87
Microphone	Per Day	Non-Profit/Public	\$4.86	\$5.10	\$5.36	\$5.63	\$5.91	\$6.20	\$6.51
		Commercial	\$5.83	\$6.12	\$6.43	\$6.75	\$7.09	\$7.44	\$7.81
General Audio Set Up (Amp, Mic, Auxiliary Cord)	Per Day	Non-Profit/Public	\$18.23	\$19.14	\$20.10	\$21.10	\$22.16	\$23.27	\$24.43
		Commercial	\$21.88	\$22.97	\$24.12	\$25.33	\$26.60	\$27.93	\$29.32
Podium	Per Day	Non-Profit/Public	\$12.16	\$12.77	\$13.41	\$14.08	\$14.78	\$15.52	\$16.30
		Commercial	\$14.59	\$15.32	\$16.09	\$16.89	\$17.73	\$18.62	\$19.55
Flip Chart with Paper & Markers	Per Day	Non-Profit/Public	\$6.08	\$6.38	\$6.70	\$7.04	\$7.39	\$7.76	\$8.15
		Commercial	\$7.29	\$7.65	\$8.04	\$8.44	\$8.86	\$9.30	\$9.77
Portable Television with HDMI	Per Day	Non-Profit/Public	\$2.43	\$2.55	\$2.68	\$2.81	\$2.95	\$3.10	\$3.26
		Commercial	\$2.92	\$3.07	\$3.22	\$3.38	\$3.55	\$3.73	\$3.91
Tables (set up for 20 people included)	Per Day	Non-Profit/Public	\$7.02	\$7.37	\$7.74	\$8.13	\$8.53	\$8.96	\$9.41
		Commercial	\$8.42	\$8.84	\$9.28	\$9.75	\$10.23	\$10.75	\$11.28
Chairs (set up for 20 people included)	Per Day	Non-Profit/Public	\$1.40	\$1.47	\$1.54	\$1.62	\$1.70	\$1.79	\$1.88
		Commercial	\$1.68	\$1.76	\$1.85	\$1.94	\$2.04	\$2.14	\$2.25
Conference Phone	Per Day	Non-Profit/Public	\$9.72	\$10.21	\$10.72	\$11.25	\$11.81	\$12.41	\$13.03
		Commercial	\$11.67	\$12.25	\$12.87	\$13.51	\$14.18	\$14.89	\$15.64

12. Other Fees

Event set-up/tear down	50% of Daily Rate
Rental discount (3 full days)	10%
Rental discount (4 full days)	15%
Additional staff (administration, clean up, etc.)	Hourly wage+25% (2 hours min call-out)
Damage/security deposit - non-liquor under 50 people	\$50 Fully refunded if adherence to cancellation policy with no damage or additional staffing charges
Damage/security deposit - non-liquor over 50 people	\$200 Fully refunded if adherence to cancellation policy with no damage or additional staffing charges
Damage/security deposit - liquor	\$400 Fully refunded if adherence to cancellation policy with no damage or additional staffing charges
Off-site chair/table rental Refundable deposit up to 20 chairs and/or 5 tables	\$50 - Refunded upon return (undamaged)
Off-site chair/table rental Refundable deposit over 20 chairs and/or 5 tables	\$100 - Refunded upon return (undamaged)

CITY OF PRINCE RUPERT

REPORT TO COUNCIL

Regular Meeting of Council

DATE: December 6th, 2021

TO: Robert Buchan, City Manager

FROM: Corinne Bomben, Chief Financial Officer

SUBJECT: REVITALIZATION TAX EXEMPTION PROGRAM BYLAW NO. 3481, 2021

RECOMMENDATION:

THAT Council introduce and give First, Second and Third Reading to the Revitalization Tax Exemption Program Bylaw No. 3481, 2021.

REASON FOR REPORT:

This bylaw has been created to stimulate the growth of trade related logistics industries on land that can be used in support of such growth as a mechanism to encourage development for these purposes.

BACKGROUND:

The logistics industry has become a significant growth area in support of the import and export terminals here in Prince Rupert. Lands presently available for this purpose are few and a mechanism to promote development of land for this purpose is through a revitalization program. This report establishes the terms of the program and application process associated with a tax exemption on eligible lands depicted in the **Schedule A** that is attached to the proposed Revitalization Tax Exemption Program Bylaw No. 3481, 2021.

The proposed exemption includes:

- a five-year exemption of all non-market tax increases as a result of new developments meeting the program objectives; and
- one quarter of the non-market tax increase added each year over four years the effect of which will mean that taxes will be levied in full in year ten.

The applicant will continue to pay the annual municipal taxes that the eligible lands were subject to prior such development.

The program would begin January 1, 2022 and be open for a period of three years meaning applications could be received up until December 31, 2024.

Attachments to the Bylaw include **Schedule A** (Map of Revitalization Area), **Schedule B** (Revitalization Tax Exemption Agreement Form), and **Schedule C** (Tax Exemption Certificate).

The Agreement attached as **Schedule B** provides grounds for early termination of such tax exemption, and **Schedule C** identifies re-collection of the tax exemption benefit received by the Owner after early termination.

COST:

It is important to note that this Bylaw will not increase any costs to the City as they relate to municipal tax exemptions. Rather this Bylaw seeks to stimulate development which will provide an increase to municipal taxes in year six of the exemption onwards and ensures no surprise related to the increased tax cost to the Owner of the eligible lands.

CONCLUSION:

Council is asked to give three readings to the Revitalization Tax Exemption Program Bylaw 3481, 2021.

Report Prepared By:

Corinne Bomben
Chief Financial Officer

Report Reviewed By:

Robert Buchan,
City Manager

Attachments:

- Proposed Revitalization Tax Exemption Program Bylaw No. 3481, 2021
- Schedule A Map of Revitalization Area
- Schedule B Revitalization Tax Exemption Agreement Form
- Schedule C Tax Exemption Certificate

CITY OF PRINCE RUPERT

REVITALIZATION PROPERTY TAX EXEMPTION PROGRAM BYLAW NO. 3481, 2021

A BYLAW TO ESTABLISH A PROPERTY TAX EXEMPTION

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

1. This Bylaw may be cited for all purposes as “Revitalization Tax Exemption Program Bylaw No. 3481, 2021”.
2. In this bylaw:
 - (a) “**Agreement**” means a revitalization tax exemption agreement between the owner of the Property and the City, substantially in the form attached to and forming part of this bylaw as Schedule B;
 - (b) “**Annual Property Tax Rates Bylaw**” means the City’s *Annual Property Tax Rates Bylaw* as amended or re-enacted from time to time;
 - (c) “**Non-Market Tax Increase**” means an increase in the assessed value of land and improvements on the Property that is greater than the average increase in the assessment of that class of land and improvements resulting from new construction or redevelopment on the Property, as determined by data from the British Columbia Assessment Authority;
 - (d) “**Property**” means the land and improvements situated within the Revitalization Area that is within the bold outline shown hatched on the drawing which is attached to and forms part of this bylaw in Schedule A;
 - (e) “**Revitalization Area**” means the area within the bold outline shown hatched on the drawing which is attached to and forms part of this bylaw as Schedule A;
 - (f) “**Tax Exemption**” means a revitalization tax exemption for which a Tax Exemption Certificate has been issued;
 - (g) “**Tax Exemption Certificate**” or “**Certificate**” means a revitalization Tax Exemption Certificate issued by the City under this bylaw and the *Community Charter*, substantially in the form attached to and forming part of this Bylaw as Schedule “C”.
3. Words defined in the *Community Charter* have the same meaning when used in this bylaw unless defined in this bylaw.

Program Reason and Objective

4. The reasons for and objectives of the program are:
 - (a) to support logistics, storage and transfer of goods for export and import industries that create economic development and jobs in the City by providing a tax incentive; and
 - (b) to support international trade and other economic development objectives of the City.

Establishment of Revitalization Tax Exemption Program

5. There is established a revitalization tax exemption program for the granting of Tax Exemptions and issuance of Tax Exemption Certificates for the Property in accordance with the terms and conditions prescribed by this bylaw.

Property Eligible for Exemption

6. To be eligible for a Tax Exemption under this bylaw, the Property must be within the Revitalization Area.

Extent and Amount of Tax Exemption

7. The extent of the Tax Exemption under this bylaw will be in relation to the land and improvements located in the Revitalization Area, subject to section 9.
8. The amount of the Tax Exemption for each calendar year during the period for which the Tax Exemption Certificate is issued shall be calculated based on the following formula:
 - (a) in respect of years one (1) through nine (9) after the application has been delivered under section 9(a) , the property value tax for the year for the Property based on the applicable Assessed Value of the land and improvements on the Property multiplied by the general municipal tax rate imposed by the City's then current *Annual Property Tax Rates Bylaw*:
 - i. less an amount that results in the additional property value tax payable ascribed to the Non-Market Tax for the year being zero (0) in year 1, year 2, year 3, year 4 and year 5;
 - ii. in the final 4 years, reduced by the Non-Market Tax increase proportionately each year; and
 - (b) for certainty, in respect of year 10, the full property value tax will be levied for the year for the Property based on the applicable Assessed Value of the land and improvements on the Property multiplied by the general municipal tax rate imposed by the City's then current *Annual Property Tax Rates Bylaw*.

Conditions

9. 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 and fee set out in sections 11 and 12;
 - (b) the Owner has not allowed the property taxes for the Property to go into arrears or to become delinquent;
 - (c) execution and delivery to the City of the Agreement substantially in the form and with the content of that set out in Schedule B on or before December 31, 2025; and
 - (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.

Term

10. The term of this Tax Exemption is nine (9) years.

Application for Tax Exemption

11. Application for a Tax Exemption for a taxation year must be submitted in a form acceptable to the Chief Financial Officer no later than August 31 in the year preceding the year for which the exemption is sought.
12. If an owner of the Property wishes Council to consider entering into an Agreement with the owner, the owner must apply to the City in writing and must submit the following:
 - (a) a completed application form as provided by the City and available from the Chief Financial Officer;
 - (b) a certificate that all taxes assessed, and rates, charges and fees imposed on the Property have been paid, and where taxes, rates or assessments are payable by instalments, that all instalments owing at the date of application have been paid; and
 - (c) a fee in the amount of \$200.00

Recapture

13. If, pursuant to the terms and conditions specified in the Agreement or the Tax Exemption Certificate, the Certificate is cancelled, the owner of the Property for which the Certificate was issued will remit to the City, no later than 30 days after the date of the cancellation of the Certificate, an amount equal to the amount of the Tax Exemption received before the effective date of the cancellation of the Certificate.

14. The Chief Financial Officer for the City, or their designate, is the designated municipal officer for the purpose of receiving applications and issuing Tax Exemption Certificates.
15. The Schedules to this bylaw form part of and are enforceable in the same manner as this bylaw.

In Force

16. This Bylaw comes into force and effect on January 1, 2022.

Read a First time this ____ day of _____, 2021.

Read a Second time this ____ day of _____, 2021.

Read a Third time this ____ day of _____, 2021.

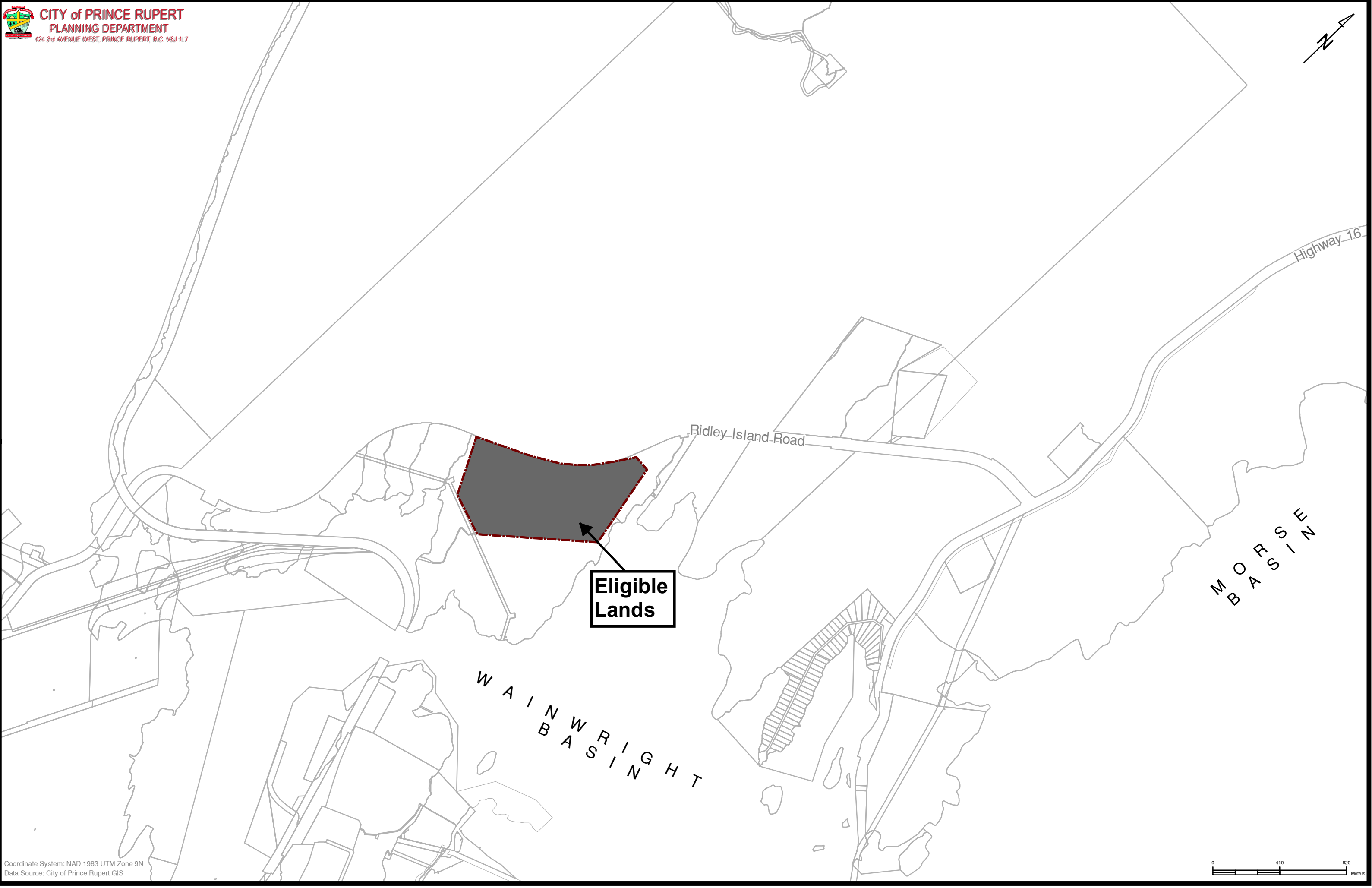
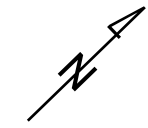
Final Consideration and Adopted this ____ day of _____, 2021.

Mayor

Corporate Officer

REVITALIZATION TAX EXEMPTION PROGRAM BYLAW 3481, 2021

SCHEDULE “A” Map of Revitalization Area



REVITALIZATION TAX EXEMPTION PROGRAM BYLAW 3481, 2021

SCHEDULE "B"

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 *[enter 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 3481, 2021;
- C. The Property Owner has applied to the City to participate in the revitalization tax exemption program;

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are acknowledged, the Owner and the City agree as follows:

DEFINITIONS

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

- (a) "**Agreement**" means this Agreement;
- (b) "**Assessed Value**" means the most recent assessed value of the Property as determined by the assessment authority in the area in which the Property are located; if such value is not available then the assessed value means the highest price in terms of money that the real property will fetch under all conditions requisite to a fair sale with the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus as estimated by a real estate appraiser accredited in the jurisdiction in which the Property is located;
- (c) "**Bylaw**" means the "*Revitalization Tax Exemption Program Bylaw 3481, 2021*", 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) **"Property"** means the lands and improvements legally described as [legal description];
- (f) **"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 registered owner in fee simple of the Property from time to time;
- (g) **"Revitalization Area"** has the meaning defined in the Bylaw;
- (h) **"Tax Exemption"** means a revitalization tax exemption for which a Tax Exemption Certificate has been issued; and
- (i) **"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 is *[insert number of years]* years commencing on January 1 of the first calendar year after the calendar year referred to in the reference date of this Agreement as made.

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 the Bylaw and this Agreement.

REVITALIZATION TAX EXEMPTION CERTIFICATE

- 4. (a) 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;
 - (iv) that a recapture is payable if the certificate is cancelled and how that amount is to be determined.

TAX EXEMPTION

- 5. 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.
- 6. The revitalization Tax Exemption Certificate may be cancelled by the Council of the City
 - (a) on the request of the Owner, or
 - (b) if any of the conditions in the certificate are not met.

OWNER'S OBLIGATIONS

7. 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

8. 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

9. 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.

GENERAL PROVISIONS

10. 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.
11. 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.
12. 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.
13. 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.

14. This agreement shall enure to the benefit of and is binding on the parties and their respective heirs, executors, administrators, successors and assigns.
15. 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.
16. Time is of the essence of this Agreement.
17. 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 follow:

To the Owner at:

Name: _____

Attention: _____

Address: _____

and to the City at:

City of Prince Rupert

Attention: Chief Financial Officer

424 3rd 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.

18. 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.
19. This Agreement is not intended to create a partnership, joint venture, or agency between the Owner and the City.
20. This Agreement shall be construed according to the laws of the Province of British Columbia.
21. A reference in this Agreement to the City or the Owner includes their permitted assigns, heirs, successors, officers, employees, and agents.
22. 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.
23. 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.
24. 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.

25. 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.

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 3481, 2021

SCHEDULE "C"

Tax Exemption Certificate

In accordance with the City of Rupert Revitalization Tax Exemption Bylaw 3481, 2021 (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 [*insert legal description of property*] _____ (the "**Property**");

This certificate certifies that the **Property** is subject to a revitalization tax exemption set out in subparagraphs 8(a)(i) and (ii) of the Bylaw.

The Tax Exemption is provided under the following conditions:

1. The Owner does not breach any term, condition or provision of, and performs all obligations set out in the Agreement and the Bylaw;
2. 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;
3. The Owner, or successor in title to the Owner, has not allowed the property taxes for the Property to go into arrears or to become delinquent.

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 signatories:

Name:

Name:

CITY OF PRINCE RUPERT

REPORT TO COUNCIL

DATE: December 6th, 2021

TO: Robert Buchan, City Manager

FROM: Corinne Bomben, Chief Financial Officer

SUBJECT: CEMETERY FEES AND CHARGES AMENDMENT BYLAW NO. 3483, 2021

RECOMMENDATION:

THAT Council Introduce and give First, Second and Third Readings to the Cemetery Fees and Charges Amendment Bylaw No. 3483, 2021.

REASON FOR REPORT:

The current Cemetery Fees and Charges bylaw is expiring at the end of 2021. This report has been prepared to outline some of the changes presented in the attached Bylaw which is proposed to be in effect for the year 2022.

BACKGROUND:

Council has the authority under the *Community Charter* to regulate, prohibit and impose requirements, including fees, in relation to cemeteries, crematoriums, columbaria and the interment or other disposition of the dead.

STATUS:

No changes have been made to the original bylaw at this time other than an updating of the fee schedule to reflect an inflationary 2% increase over the fees levied in the previous year.

TERM:

The term of this bylaw is for one year.

December 6th, 2021

CONCLUSION:

That Council Introduce and give First, Second and Third Readings to the Cemetery Fees and Charges Amendment Bylaw No. 3483, 2021.

Prepared by:

Reviewed by:

Corinne Bomben
Chief Financial Officer

Robert Buchan
City Manager

Attachment:

- Cemetery Fees and Charges Amendment Bylaw No. 3483, 2021

CITY OF PRINCE RUPERT

**CEMETERY FEES AND CHARGES AMENDMENT BYLAW NO. 3483,
2021**

A BYLAW TO REPLACE THE “CEMETERY FEES AND CHARGES BYLAW NO. 3467, 2020”. CEMETERY FEES AND CHARGES FOR THE YEAR 2022

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

1. That the “Cemetery Fees and Charges Bylaw No. 3467, 2021” be amended by replacing **Schedule “A”** with **Schedule “A” Cemetery Fees and Charges**.
2. This bylaw shall come into effect as of January 1, 2022 through to December 31, 2022.
3. This Bylaw shall be cited for all purposes as **“Cemetery Fees and Charges Amendment Bylaw No. 3483, 2021”**

READ A FIRST TIME this day of , 2021.

READ A SECOND TIME this day of , 2021.

READ A THIRD TIME this day of , 2021.

FINALLY CONSIDERED AND ADOPTED this day of , 2021.

Mayor

Corporate Administrator

SCHEDULE "A" CEMETERY FEES AND CHARGES

			2022		
			Cemetery Licence Fee	Care Fund	Total
CEMETERY LICENCE:					
Large Plot			\$ 844	\$ 211	\$ 1,055
Small Plot			\$ 563	\$ 141	\$ 704
Cremation Plot			\$ 365	\$ 92	\$ 457
Columbarium Niche - Level 1 (bottom)			\$ 3,228	\$ 323	\$ 3,551
Columbarium Niche - Level 2			\$ 3,357	\$ 336	\$ 3,693
Columbarium Niche - Level 3			\$ 3,743	\$ 375	\$ 4,118
Columbarium Niche - Level 4			\$ 3,743	\$ 375	\$ 4,118
Cemetery Licence Transfer			\$ 155		\$ 155
Net without applicable taxes					
INTERMENT FEE - MONDAY TO FRIDAY:					
8:30 am to 3:00 pm (except statutory holidays)					
Interment in plot					\$ 2,108
Cremated remains interred in plot by the City					\$ 393
Cremated remains interred by customer same rates as above.					
Interment in columbarium niche or ossuary					\$ 309
charge for every 2 feet of extra plot depth requested					\$ 588
Interment after 3:00 p.m. charge per hour or portion there					\$ 421
INTERMENT FEE - SATURDAY:					
Interment in plot					\$ 3,394
Cremated remains interred in plot by the City					\$ 970
Interment in columbarium niche or ossuary					\$ 970
An additional charge of 30% will apply on all fees detailed above for services provided to a Non-Resident					
DISINTERMENT/EXHUMATION FEE - MONDAY TO FRIDAY:					
8:30 am to 3:00 pm (except statutory holidays)					
Disinterment/Exhumation from plot					\$ 3,394
Cremated remains Disinterment/Exhumation from plot					\$ 970
Cremated remains Disinterment/Exhumation from niche					\$ 970
DISINTERMENT/EXHUMATION FEE - SATURDAY:					
Disinterment/Exhumation from plot					\$ 4,364
Cremated remains Disinterment/Exhumation from plot					\$ 970
Cremated remains Disinterment/Exhumation from niche					\$ 970
CEMETERY MEMORIALS AND SERVICE FEES:					
Standard plot memorial installation			\$ 185	\$ 46	\$ 231
Temporary plot marker			\$ 71	\$ -	\$ 71
Niche memorial wreath or portrait			at cost plus 15% admin fee		
2022 Columbarium Niche memorial nameplate			at cost plus 15% admin fee		
Niche nameplate installation			\$ 212	\$ -	\$ 212
Niche portrait enclosure installation			\$ 212	\$ -	\$ 212
All nameplates subject to an additional care fund fee of \$25.50					
MISCELLANEOUS COLUMBARIUM/NICHE SERVICES					
Supply and attach 2nd date bar					\$ 211
Opening/Closing niche for adding or removing items by family					\$ 154