



City of Prince Rupert

AGENDA

For the **Special REGULAR MEETING** of Council to be held on December 13, 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 Special Regular Council Meeting of December 13, 2021 be adopted as presented.

3. REPORTS & RESOLUTIONS

a) Report from the Chief Financial Officer – Re: October 2021 Financial Variance Report

(attached)

b) Report from the Chief Financial Officer – Re: 2022 Financial Plan Capital Works, Purchases & Special Projects

(attached)

Recommendation:

THAT Council approve, by resolution, the 2022 Financial Plan Capital Works, Purchases and Special Projects, as recommended at the Committee of the Whole Meeting of December 13, 2021.

4. BYLAWS

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

(attached)

Recommendation:

THAT Council proceed with Fourth & Final readings of the Recreation Fees & Charges Bylaw No. 3482, 2021.

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

(attached)

Recommendation:

THAT Council proceed with Fourth and Final readings of the Revitalization Tax Exemption Program Bylaw No. 3481, 2021.

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

(attached)

Recommendation:

THAT Council proceed with Fourth and Final readings of the Revitalization Tax Exemption Program Bylaw No. 3483, 2021.

5. REPORTS, QUESTIONS AND INQUIRIES FROM MEMBERS OF COUNCIL

6. ADJOURNMENT

CITY OF PRINCE RUPERT

REPORT TO COUNCIL

DATE: December 13, 2021

TO: Robert Buchan, City Manager

FROM: Corinne Bomben, Chief Financial Officer

SUBJECT: OCTOBER 2021 FINANCIAL VARIANCE REPORT

CURRENT STATUS:
OPERATING BUDGET

Overall, operating revenues and expenses are on track with the budget and trends are in line with the same caveats as mentioned in previous Financial Variance Reports this year. Airport ferry revenue, most probably will not catch up with the lower budget number due to the COVID shut down at the beginning of the year and reduced frequency of commercial flights.

UTILITIES BUDGET

The utilities budgets are projected to be in a deficit by the end of the year for the same reasons as presented in the September 2021 Financial Variance Report.

CAPITAL PURCHASES & CAPITAL WORKS

Capital projects will be finalizing for the year with incomplete items rolling into 2021. Costs will continue to accumulate as invoices attributable to various projects are received.

Prepared by:

Reviewed by:

Corinne Bomben,
Chief Financial Officer

Robert Buchan
City Manager

Attachments:

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

CITY OF PRINCE RUPERT October 2021 Department Variance Report					
REVENUES	YTD 2020 Actual (\$)	YTD 2021 Actual (\$)	2021 Budget (\$)	Budgeted Amount Left (\$)	% Left
Airport Ferry	457,100	308,266	550,000	(241,734)	(43.95)
Cemetery	95,117	143,953	100,000	43,953	43.95
Cow Bay Marina	157,871	194,052	200,000	(5,948)	(2.97)
Development Services	551,785	623,689	644,000	(20,311)	(3.15)
Economic Development	43,775	17,000	70,000	(53,000)	(75.71)
FD 911	82,238	77,759	90,000	(12,241)	(13.60)
FD Fire Protective Services	11,080	1,588	5,000	(3,412)	(68.24)
FD Emergency Measures	22,236	-	-	-	N/A
Finance	16,332	21,536	15,000	6,536	43.57
Fiscal Revenues	21,617,520	6,765,262	8,418,000	(1,652,738)	(19.63)
Information Technology	1,200	-	1,000	(1,000)	(100.00)
Parks	-	32,170	-	32,170	N/A
PW Engineering	4,877	13,475	5,000	8,475	169.50
PW Common cost	45,026	63,581	35,000	28,581	81.66
RCMP	85,837	89,444	91,000	(1,556)	(1.71)
Rec. Centre Arena	79,180	73,417	117,000	(43,583)	(37.25)
Rec. Centre Civic Centre	117,107	125,037	111,000	14,037	12.65
Rec. Centre Community Services	2,825	-	3,000	(3,000)	(100.00)
Rec. Centre Pool	113,112	184,629	129,000	55,629	43.12
Transit	156,972	147,269	212,000	(64,731)	(30.53)
Victim Services	65,028	67,909	77,000	(9,091)	(11.81)
Watson Island	-	-	400,000	(400,000)	(100.00)
	23,726,218	8,950,036	11,273,000	(2,322,964)	(20.61)
Property Taxes	21,593,017	22,846,203	22,845,000	1,203	0.01
Appropriated Surplus- COVID 19 Safe Restart Grant	-	-	850,000	(850,000)	(100.00)
Capital Works- Funding from PR Legacy	-	-	145,000	(145,000)	(100.00)
Capital Works- Funding from Grants	27,641	-	60,000	(60,000)	(100.00)
Capital Works- Funding from Appr. Surplus	11,968	-	86,000	(86,000)	(100.00)
Capital Works- Funding from Reserves	148,727	-	200,000	(200,000)	(100.00)
Capital Purchases- Funding from PR Legacy	-	-	350,000	(350,000)	(100.00)
Capital Purchases- Funding from Grants	585,322	148,141	5,421,000	(5,272,859)	(97.27)
Capital Purchases- Funding from Appr. Surplus	99,795	437,924	759,000	(321,076)	(42.30)
Capital Purchases- Funding from Reserves	1,366,338	121,860	4,864,000	(4,742,140)	(97.49)
	47,559,026	32,504,164	46,853,000	(14,348,836)	(30.63)

CITY OF PRINCE RUPERT October 2021 Department Variance Report					
EXPENDITURES	YTD 2020 Actual (\$)	YTD 2021 Actual (\$)	2021 Budget (\$)	Budgeted Amount Left (\$)	% Left
Airport Ferry	1,685,718	1,604,932	2,197,000	592,068	26.95
Cemetery	266,151	224,338	300,000	75,662	25.22
Civic Properties	220,951	251,588	325,000	73,412	22.59
Corporate Administration	746,497	679,782	904,000	224,218	24.80
Cow Bay Marina	157,018	189,351	191,000	1,649	0.86
Development Services	938,381	1,034,500	1,331,000	296,500	22.28
Economic Development	151,322	140,494	185,000	44,506	24.06
FD 911	474,369	546,149	598,000	51,851	8.67
FD Fire Protective Services	2,759,295	3,322,019	3,741,000	418,981	11.20
FD Emergency Measures	36,451	25,728	42,000	16,272	38.74
Finance	781,097	743,989	907,000	163,011	17.97
Finance Cost Allocation	(465,000)	(465,000)	(465,000)	-	-
Fiscal Expenditures	2,471,477	2,520,684	3,136,000	615,316	19.62
Governance	271,716	288,949	376,000	87,051	23.15
Grants	1,607,596	1,449,322	1,592,000	142,678	8.96
Information Technology	413,898	453,767	556,000	102,233	18.39
Parks	711,432	822,563	1,085,000	262,437	24.19
PW Engineering	374,252	414,446	605,000	190,554	31.50
PW Common Cost	3,457,222	3,660,491	4,278,000	617,509	14.43
Allocation of Common Cost	(3,452,317)	(3,357,061)	(4,169,000)	(811,939)	19.48
PW Vehicles	1,042,898	917,188	1,366,000	448,812	32.86
PW Vehicle Cost Allocation	(1,042,898)	(917,188)	(1,366,000)	(448,812)	32.86
RCMP	4,889,257	4,916,070	6,128,000	1,211,930	19.78
Rec. Centre Arena	253,865	332,647	342,000	9,353	2.73
Rec. Centre Civic Centre	1,336,337	1,213,960	1,624,000	410,040	25.25
Rec. Centre Community Services	641	137	3,000	2,863	95.43
Rec. Centre Pool	971,751	1,120,837	1,236,000	115,163	9.32
Roads	1,749,976	1,737,940	2,119,000	381,060	17.98
Transit	581,910	501,978	706,000	204,022	28.90
Victim Services	112,146	99,329	159,000	59,671	37.53
Watson Island	353,882	376,136	400,000	23,864	5.97
Transfer to Reserves	16,134,697	1,253,302	2,696,000	1,442,698	53.51
Capital Purchases	2,221,759	1,213,668	11,884,000	10,670,332	89.79
Capital Works	1,320,217	1,147,974	1,841,000	693,026	37.64
	43,533,964	28,465,009	46,853,000	18,387,991	39.25

Utilities	Actual (\$)	Actual (\$)	Budget (\$)	Amount Left (\$)	% Left
Water					
Revenues	2,756,379	2,805,044	2,998,000	(192,956)	(6.44)
Capital Works- Funding from PR Legacy/Grant	6,178,000	53,256	5,300,000	(5,246,744)	(99.00)
Capital Works- Funding from LT Loan- MFA	-	5,702,348	10,000,000	(4,297,652)	(42.98)
Capital Works- Funding from Reserves	54,218		3,250,000	(3,250,000)	(100.00)
Less: Capital Works	(6,858,684)	(6,195,658)	(19,300,000)	13,104,342	67.90
Net Revenue	2,129,913	2,364,990	2,248,000	116,990	5.20
Expenditures	1,978,505	1,990,354	2,248,000	257,646	11.46
Surplus /(Deficit)	151,408	374,636	-	374,636	-
Sewer					
Revenues	2,527,546	2,536,845	2,563,000	(26,155)	(1.02)
Capital Works- Funding from Grants	-	87,000	87,000	-	100.00
Capital Works- Funding from Appropriated Surplus	-	296,718	939,000	(642,282)	100.00
Less: Capital Works	(1,419,501)	(1,431,700)	(2,026,000)	594,300	29.33
Net Revenue	1,108,045	1,488,863	1,563,000	(74,137)	(4.74)
Expenditures	868,324	1,266,107	1,563,000	296,893	19.00
Surplus/(Deficit)	239,721	222,756	-	222,756	-
Solid Waste					
Revenues	3,239,226	3,203,418	3,713,000	(509,582)	(13.72)
Capital Works- Funding from Appropriated Surplus	-	-	1,133,000	(1,133,000)	100.00
Capital Works- Funding from Accruals	-	515,905	2,884,000	(2,368,095)	100.00
Capital Works- Funding from LT Loan- MFA	2,473,826	6,136,497	7,708,000	(1,571,503)	100.00
Capital Works- Funding from Reserves	-		733,000	(733,000)	100.00
Capital Works- Funding from Grants		596,000	596,000	-	100.00
Less: Capital Works	(2,473,826)	(7,248,402)	(13,254,000)	6,005,598	(45.31)
Net Revenue	3,239,226	3,203,418	3,513,000	(309,582)	(8.81)
Expenditures	2,391,235	3,065,491	3,513,000	447,509	12.74
Surplus /(Deficit)	847,991	137,927	-	137,927	-

CITY OF PRINCE RUPERT October 2021 Capital Purchases Budget Variance Report	Budget	Actual	Variance
Ferry Dock Repair	125,000	-	125,000
Rupert Landing	4,500,000	53,341	4,446,659
Information Technology	25,000	-	25,000
RCMP Building Design	500,000	-	500,000
Civic Properties	5,201,000	570,265	4,630,735
Fire Department	417,000	104,817	312,183
Land Acquisition	57,000	50,006	6,994
Watson Island	250,000	-	250,000
Public Works	809,000	435,238	373,762
Total	\$ 11,884,000	\$ 1,213,667	\$ 10,670,333

CITY OF PRINCE RUPERT October 2021 Capital Works Budget Variance Report	Budget	Actual	Variance
General Operating	\$ 1,841,000	\$ 1,147,974	\$ 693,026
Water Utility	\$ 19,300,000	\$ 6,195,658	\$ 13,104,342
Sewer Utility	\$ 2,026,000	\$ 1,431,700	\$ 594,300
Solid Waste Utility	\$ 13,254,000	\$ 7,248,402	\$ 6,005,598
Total	\$ 36,421,000	\$ 16,023,734	\$ 20,397,266

CITY OF PRINCE RUPERT

REPORT TO COUNCIL

DATE: December 13th, 2021

TO: Robert Buchan, City Manager

FROM: Corinne Bomben, Chief Financial Officer

SUBJECT: 2022 FINANCIAL PLAN CAPITAL WORKS, PURCHASES & SPECIAL PROJECTS

RECOMMENDATION:

THAT Council approve, by resolution, the 2022 Financial Plan Capital Works, Purchases and Special Projects as recommended at the Committee of the Whole.

BACKGROUND:

Each year City Council adopts a Financial Plan Bylaw. This Bylaw authorizes the budgeted expenditures.

CURRENT STATUS:

Staff continues to work on developing the 2022 Financial Plan Bylaw and Property Tax Bylaw. Both of these Bylaws must be adopted before May 13, 2022.

Staff has prepared the attached preliminary schedule of Capital Works, Capital Purchases and Special Projects for the 2022 fiscal period based on the detailed requests presented to Council for their deliberation at the Community of the Whole held December 13, 2021. This schedule is submitted for approval by resolution to enable these projects to be started earlier in the fiscal year while the 2022 Financial Plan is finalized. This provides staff the time required to tender projects, obtain design requirements and other specialized reports for projects to be scheduled and performed throughout the year.

Many of the projects planned for 2022 are funded out of Grants, Reserves, Surplus, Dividends and Debt to limit the impact on taxes and utility fees. Some have been rolled over or are a continuation from fiscal 2021 which saw some project delays given the implications experienced from the ongoing pandemic. With so much uncertainty regarding revenue sources for 2022, staff have kept requests to those necessary to continue providing service.

For information on projects to occur in 2022 and the method of funding, please refer to the document presented at the Community of the Whole.

December 13th, 2021

CONCLUSION:

To facilitate the timely acquisition of the proposed Capital Purchases and the planning and organizing of proposed Capital Works and Special Projects, Council’s approval, by Resolution of the attached schedule, will provide direction to staff to begin initiating them.

Report Prepared By:

Report Reviewed By:

Corinne Bomben,
Chief Financial Officer

Robert Buchan,
City Manager

Attachment:

- 2022 Financial Plan Capital Works, Purchases & Special Projects

December 13th, 2021

CITY OF PRINCE RUPERT					
2022 FINANCIAL PLAN CAPITAL WORKS, PURCHASES & SPECIAL PROJECTS					
Category	CAPITAL WORKS BUDGET 2022				Total
	Operating Fund	Water fund	Sewer Fund	Solid Waste Fund	
Civic Improvements	140,000				
Transportation	1,610,000				
Utility Infrastructure		11,370,000	2,675,000	4,495,000	
Total Capital Works	1,750,000	11,370,000	2,675,000	4,495,000	20,290,000
Category	SPECIAL PROJECTS BUDGET 2022				Total
	Operating Fund	Water fund	Sewer Fund	Solid Waste Fund	
Civic Improvements	290,000				
Vehicle & Mobile Equipment	25,000				
Transportation	120,000				
Human Resources	150,000				
Legislated	20,000				
Total Special Projects	605,000	-	-	-	605,000
Category	CAPITAL PURCHASES BUDGET 2022				Total
	Operating Fund	Water fund	Sewer Fund	Solid Waste Fund	
Fire	1,381,000				
Building	5,570,000				
Policing	30,000,000				
Recreation	200,000				
Real Estate	265,000				
Civic Improvements	10,925,000				
Vehicle & Mobile Equipment	350,000			1,400,000	
Total Capital Purchases	48,691,000			1,400,000	50,091,000
Total Special Projects	605,000	-	-	-	605,000
Total Capital Works	1,750,000	11,370,000	2,675,000	4,495,000	20,290,000
Total	51,046,000	11,370,000	2,675,000	5,895,000	70,986,000
Funded by:					
Other Grants					738,000
Fed & Prov Grants					11,310,000
PR Legacy					2,297,000
Accruals					2,801,000
Borrowing from MFA					31,300,000
Appropriated Surplus					2,894,000
Reserves					16,155,000
Operations- General					1,635,000
Operations- Water					692,000
Operations- Sewer					1,064,000
Operations- Solid Waste					100,000
					<u>70,986,000</u>

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

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.

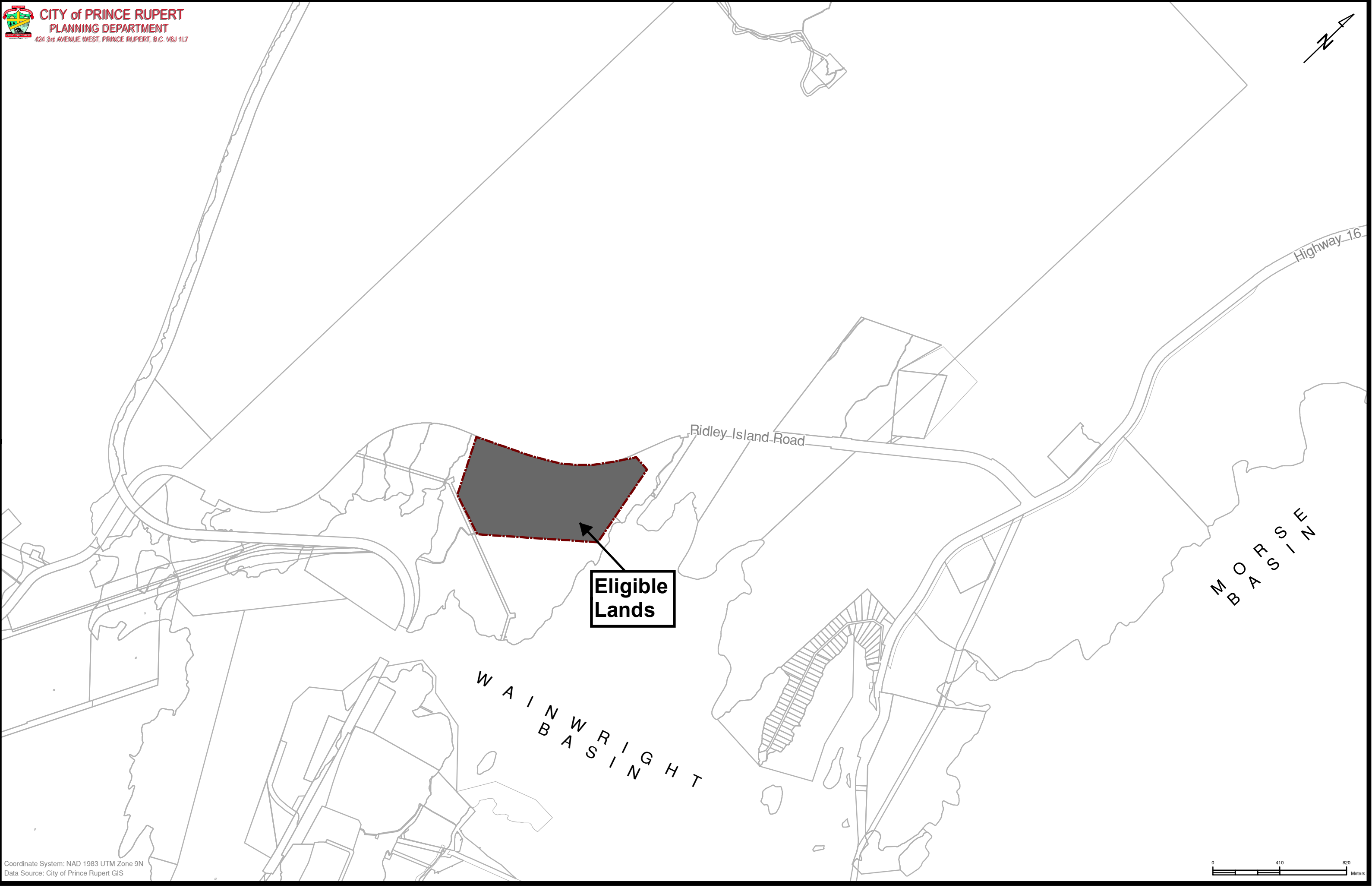
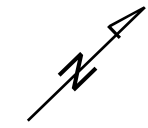
Read a Second time this ____ day of _____, 2021.

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 "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

**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