



DISTRICT OF BARRIERE
BYLAW NO. 99

A BYLAW TO PROVIDE REVITALIZATION TAX EXEMPTION
FOR THE PURPOSE OF DOWNTOWN REVITALIZATION

WHEREAS the Council may by bylaw prior to August 31 in any year, under Section 226 of the *Community Charter* and any amendments thereto, provide for revitalization tax exemption within the Downtown Business Improvement Area;

AND WHEREAS Council wishes to establish a revitalization tax exemption program;

AND WHEREAS Council's objective is to stimulate development initiatives in the Revitalization Area by promoting property investment, infrastructure upgrades and beautification projects;

AND WHEREAS the *Community Charter* provides that a revitalization tax exemption program bylaw may only be adopted after notice of the proposed bylaw has been given in accordance with Section 227 of the *Community Charter* and Council has given this notice;

NOW THEREFORE, the Council of the District of Barriere, in open meeting assembled enacts as follows:

1. **Title**

This Bylaw may be cited as "*District of Barriere Revitalization Tax Exemption Bylaw No. 99*"

2. **Purpose and Objectives**

The purpose of this Bylaw is to provide:

- a) The establishment of a program to encourage development, revitalization, and beautification within a designated area of the District.
- b) To provide the framework within which the Owners may make application to receive the Tax Exemption.

The objectives of the Revitalization Tax Exemption are:

- a) To encourage and generate overall economic activity in the designated area of the District.
- b) To encourage owners to utilize modern technologies to improve the overall efficiencies within buildings and structures, improving energy and water consumption.
- c) To encourage owners to improve the general aesthetics within the designated area.
- d) To provide tax exemption when the objectives listed in (a) to (c) have a direct or indirect impact on the Assessed Value of the parcel.

3. **Interpretation**

In this bylaw:

"Application" means the Application set out as "Schedule B" (as may be amended from time to time without a requirement to amend this bylaw) attached to this bylaw;

"Assessed Value" means as per Schedule "C" of this bylaw;

“Assessment” means as defined in the *Assessment Act* and amendments thereto;

“Base Amount” means an amount of municipal property tax payable with respect to a parcel located in the Revitalization Area during the Base Amount Year;

“Base Amount Year” means the calendar year prior to the first calendar year in respect of which an Agreement set out in Schedule “C” (as may be amended from time to time without a requirement to amend this bylaw) applies to a parcel in the Revitalization Area;

“Calendar Year” and “Year” means all months inclusive from January to December;

“Certificate” means a Revitalization Tax Exemption Certificate as set out in Schedule “D” (as may be amended from time to time without a requirement to amend this bylaw);

“Corporate Officer” means the person designated by Council as the municipal officer authorized to issue a Revitalization Tax Exemption Certificate under this bylaw;

“Council” means the governing body of the District;

“District” means the District of Barriere;

“Full Assessment” means assessment utilized to calculate the amount of municipal property tax that would be payable in respect of a parcel in the Revitalization Area during the tenth (10th) Calendar Year after the Calendar Year during which an Agreement set out in Schedule “C” is made, as if the Agreement had never been made;

“Improvements” means any building, fixture, structure or similar thing constructed or placed on or in land or water over land, or on or in another improvement, **but does not include** any of the following things unless that thing is a building or is deemed to be included in this definition:

- a) production machinery;
- b) anything intended to be moved as a complete unit in its day to day use;
- c) furniture and equipment that is not affixed for any purpose other than its own stability and that is easily moved by hand;

“Municipal Property Tax” means Tax;

“Owner” means in respect to real property the registered owner of an estate in fee simple and includes the registered holder of the last registered agreement for sale and the holder or occupier of land held in the manner mentioned in *Section 5 of the Local Government Act*;

“Parcel” means a lot, block or other area in which land and improvements are held or into which land and improvement is subdivided.

“Revitalization Area” means all areas within the District boundary designated and shown on Schedule “A”;

“Revitalization Tax Exemption” means Tax exemption granted under this Bylaw;

“Tax” means municipal property value tax imposed under *Sections 197(1) (a) and 197(2) of the Community Charter* and amendments thereto.

“Title” means indefeasible title under the *Land Titles Act* and amendments thereto.

4. A Revitalization Tax Exemption program

In order to qualify for this program, properties must meet the following criteria with respect to Building Permit Value:

- a) new construction with a Building Permit Value of \$100,000.00 or greater, or
 - b) improvements with a Building Permit Value of \$15,000.00 to \$50,000.00 where 50% of the value of the alterations or additions must be allocated to the exterior façade of the building. If the value of the construction to the façade of the building is less than 50% of the Building Permit Value, approval from Council will be required at the application stage on Schedule "B".
 - c) improvements with a Building Permit Value of more than \$50,000.00 where 25% of the value of the alterations or additions must be allocated to the exterior façade of the building. If the value of the construction to the façade of the building is less than 25% of the Building Permit Value, approval from Council will be required at the application stage on Schedule "B".
5. Parcels must be located within the Revitalization Area shown on Schedule "A" and the principal use of the revitalized improvements must be commercial or multi-family.
 6. The Tax exemption does not apply to the Land value portion of the assessment.
 7. The Base Amount will be the Assessed Value of Improvements on the Parcel at the beginning of the calendar year of construction or alteration of Improvements.
 8. The term of a Revitalization Tax Exemption is 5 years. An exception to this will be a single renewal for renovations/additions or new construction that has a building permit value over \$250,000.00, where the tax exemption will be as per items 9(i) – (vi).
 9. The amount of exemptions provided under this bylaw is such that the District property tax payable is:
 - a)

(i)	Years 1 – 5	Base Amount
(ii)	Year 6	Base Amount plus 20 % of the difference between Base Amount and Full Assessment
(iii)	Year 7	Base Amount plus 40 % of the difference between Base Amount and Full Assessment
(iv)	Year 8	Base Amount plus 60 % of the difference between Base Amount and Full Assessment
(v)	Year 9	Base Amount plus 80 % of the difference between Base Amount and Full Assessment
(vi)	Year 10	Full Assessment
 10. This bylaw does not apply to a parcel unless the owner of the parcel has entered into an agreement.
 11. Once the conditions established in Section 4 and the agreement set out in Schedule "C" have been met, a Revitalization Tax Exemption Certificate must be issued for the parcel in accordance with the agreement and specify the following:
 - a) the amount of the tax exemption or the formula for determining the exemption;
 - b) the term of the tax exemption;
 - c) the conditions on which the tax exemption is provided; and
 - d) the recapture amount payable if the Certificate is cancelled and how the amount is to be determined.

12. If the owner requests a tax exemption under the bylaw, the owner must apply to the Chief Administrative Officer in writing before August 31st for exemption for the following year, and must submit the following with the application:

- a) a Certificate that all taxes assessed and rates, charges and fees imposed on the lands have been paid, and where taxes, rates or assessments are payable by installments, that all installments owing at the date of the Certificate have been paid;
- b) a completed written application as set out in Schedule "B";
- c) a description of the new improvements or alterations of the existing improvement that would be eligible under the bylaw for a municipal tax exemption;
- d) an administration and examination fee of \$200.00; and,
- e) a copy of the Agreement duly executed by and on behalf of the Owner.

READ A FIRST TIME this	15th	day of October, 2012
PUBLIC HEARING held this	7th	day of December, 2012
READ A SECOND TIME this	7th	day of December, 2012
READ A THIRD TIME this	7th	day of December, 2012
ADOPTED this	17th	day of December, 2012

Original Signed by, _____
 Mayor Bill Humphreys

Original signed by, _____
 Colleen Hannigan, CAO

Schedule "A"



District of Barriere - Revitalization Tax Exemption Bylaw No. 99
Schedule "B"

APPLICATION FOR REVITALIZATION TAX EXEMPTION

Folio Number: _____

Exemption Number _____

Applicant Information

Owner Information

Name of Applicant: _____

Name of Owner: _____

Applicant's Address: _____

Owner's Address: _____

City: _____ Postal Code: _____

City: _____ Postal Code: _____

Phone: _____ Fax: _____

Phone: _____ Fax: _____

Property Information

CIVIC ADDRESS OF PROPERTY: _____

LEGAL DESCRIPTION OF PROPERTY: _____

Certification and Signature

I hereby certify that:

- a) A building has been constructed, renovated or received façade improvements upon the above referenced lands and is fully operational: and/or
- b) That the total cost of construction was \$ _____
(attach documentary evidence in support)
- c) Total value of the construction for the exterior was \$ _____
(attach documentary evidence in support)

Applicant's Signature

Date

THIS APPLICATION IS MADE WITH MY FULL KNOWLEDGE AND CONSENT

Registered Owner of subject Property

Date

Where the applicant is not the REGISTERED OWNER, the application must be signed by the REGISTERED OWNER

District of Barriere - Revitalization Tax Exemption Bylaw No. 99
Schedule "C"

THIS AGREEMENT dated on the _____ day of _____ 20__.

BETWEEN:

(the Owner)

AND

District of Barriere
PO Box 219
Barriere, B.C. V0E 1E0

(District)

Collectively known as the "**Parties**"

GIVEN THAT

- A. The District has, under the Bylaw defined in this Agreement, established a revitalization tax exemption program for the purpose of encouraging revitalization of an area of the municipality,
- B. The lands that are the subject of this agreement are located in the area designated as a Revitalization Area,
- C. The Owner is the registered Owner of the lands defined in this Agreement,
- D. This Agreement contains the terms and conditions respecting the provisions of a municipal property tax exemption under the Bylaw defined in this Agreement,
- E. The Owner and the District wish to enter into this Agreement and register it against the title to the Lands as a covenant under *Section 219 of the Land Title Act*.

THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and payment by the Owner to the District of consideration in the amount of \$200 (two hundred dollars), the receipt and sufficiency of which are acknowledged by the District, the District and Owner covenant and agree with each other as follows:

1. Definitions

The "**Definitions**" in this Agreement apply to Bylaw No.99 and to Schedule "D" and the Interpretation section of Bylaw No. 99 applies to this Agreement and Schedule "D".

"**Agreement**" means this agreement, including the standard charge terms contained in this agreement together with the General Instrument defined in this Agreement;

"**Assessed Value**" means Assessment of improvements as determined by the Assessment Authority in the assessment region of the Province of B.C. in which the land and improvements are located; if Assessed Value is not available then the Assessed Value means the declared Building Permit Value;

"**Building Permit Value**" means the estimated value of construction upon which the building permit fee was payable;

“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;

“General Instrument” means the Form “C” under the Land Title (Transfer Forms) Regulation as amended, and all schedules and addenda to the Form C charging the lands and citing the terms and conditions of this agreement as the “standard charge terms” for the purpose of the Form “C”;

“Land Title Office” means as defined in the *Assessment Act* and amendments thereto;

2. Term

The Owner covenants and agrees with the District that the term of this agreement is:

- 1) 5 years commencing on January 1 of the first calendar year after the calendar year referred to in the reference date this agreement was made;
- 2) With a possible renewal term of an additional 5 years on Application by the Owner and at the discretion of Council.

3. Improvements

The Tax exemption provided for under Bylaw No. 99 applies in respect of:

- a) new construction with a Building Permit Value of \$100,000.00 or greater, or
- b) improvements with a Building Permit Value of \$15,000.00 to \$50,000.00 where 50% of the value of the alterations or additions must be allocated to the exterior façade of the building. If the value of the construction to the façade of the building is less than 50% of the Building Permit Value, approval from Council will be required at the application stage on Schedule “B”.
- c) improvements with a Building Permit Value of more than \$50,000.00 where 25% of the value of the alterations or additions must be allocated to the exterior façade of the building. If the value of the construction to the façade of the building is less than 25% of the Building Permit Value, approval from Council will be required at the application stage on Schedule “B”.

4. Revitalization Tax Exemption Certificate

The District must issue a Revitalization Tax Exemption Certificate to the Owner if the Improvements are in compliance with Section 4 of Bylaw No, 99 and this agreement for the applicable Tax Year.

5. Tax Exemption

As long as a Revitalization Tax Exemption Certificate in respect to the Improvements has not been cancelled, the Improvements are exempt from Municipal Property Taxation, to the extent for the Term and subject to the conditions provided in the Certificate.

6. Cancellation

The Revitalization Tax Exemption Certificate may be cancelled by the District:

- 1) on the request of the Owner; or,
- 2) if any conditions of the Certificate are not met.

7. Owner's Obligations

- 1) The Owner must pay to the District the costs of all works and services associated with the new Improvements or Alternations to existing Improvements, to existing sanitary sewers, water connections, water mains, and other municipal services where applicable.
- 2) The Owner must comply where applicable relating to Section 4 of Bylaw No. 99 with:
 - i) all enactments, laws, statutes, regulations and orders of any authority having jurisdiction, including bylaws of the District; and,
 - ii) all federal, provincial, municipal and environmental licenses, permits and approvals required under applicable enactments.

8. Obligations of the District

The District must issue a Revitalization Tax Exemption Certificate to the Owner in respect to the new or altered Improvements, as long as the Owner and Improvements are in compliance with Bylaw No. 99 and this Agreement.

9. District Rights & Powers

Other than the rights and powers to levy and collect property taxes, nothing contained or implied in this Agreement prejudices or affects the rights and powers of the District in the exercise of its functions or right and powers under any public and private statutes, bylaws, orders, or regulations to the extent the same are applicable to the Improvements, all of which may be fully and effectively exercised in relation to the Improvements as if this Agreement had not been executed and delivered by the Owner.

10. General Provisions

- 1) It is mutually understood, agreed and declared by and between the Parties that the District has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) express or implied, with the Owner other than those expressly contained in this Agreement.
- 2) The Owner covenants and agrees to use best efforts to do or cause to be done, at the expense of the Owner, all acts reasonably necessary to grant priority where required by the District to this agreement as a covenant where a covenant registration is applicable over all charges and encumbrances except those of a financing nature specifically relating to this Agreement which may have been registered against the Title to the Land and Improvements in the Land Title Office, save and exempt those specifically approved in writing by the District or in favor of the District. It is understood between the Parties that Sections 250 and 259 of the Community Charter are not waived relating to the recovery of taxes including the priority of the charge against the Parcel.
- 3) The Covenant is and when it is applicable between the Parties set forth in this Agreement shall charge the Land and Improvements pursuant to Section 219 of the Land Title Act and shall be the covenants the burden of which shall run during the term of this agreement with the Land and Improvements and bind the Land and Improvements to the extent of the new or altered Improvements under this agreement whether by subdivision plan, strata plan, or otherwise.
- 4) Any notices or other communications required or contemplated to be given or made by any provisions 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 tenth business day following such mailing except that, in the event of interruption of mail services notice shall be deemed to be delivered only when actually received by the Party to whom it is addressed) so long as the notice is addressed as follows:
District of Barriere, PO Box 219, Barriere, B.C. V0E 1E0.

- 5) No amendments or waiver or any portion of this agreement shall be valid unless in writing and executed by the Parties of this Agreement. Waiver of any default by a Party shall not be deemed to be a waiver of any subsequent default by that Party.
- 6) This agreement is not intended to create a partnership, joint venture or agency between the Parties.
- 7) A reference in this Agreement to the District or Owner includes their permitted assigns, heirs, successors, officers, employees, and agents.
- 8) Unless otherwise expressly provided in this agreement, the expense of performing the obligations and covenants of the Owner contained in this Agreement and of all matters incidental to them, is sole that of the Owner.
- 9) The Owner represents and warrants to the District 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 Land and Improvements; and
 - d) The Owner has the corporate capacity and authority to enter into and perform this agreement.
- 10) The parties agree that in the event this Agreement is invalidated by a Court of competent jurisdiction there is no financial liability imposed on the District and the agreement terminates forthwith without any obligation on the District.
- 11) This Agreement shall enure to the benefit of and is binding on the Parties and their respective heirs, executors, administrators, successors and assigns during the term.
- 12) Time is of the essence in this Agreement when a date is specified for an act to be performed by either Party.
- 13) This Agreement 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 District.
- 14) This Agreement shall be construed according to the laws of the Province of British Columbia.

District of Barriere

Corporate Officer

Owner

Witness

Revitalization Tax Exemption Bylaw No. 99
Schedule "D"

REVITALIZATION TAX EXEMPTION CERTIFICATE

Folio Number: _____ Certificate Number _____

ELIGIBLE IMPROVEMENTS

CIVIC ADDRESS OF PROPERTY: _____

LEGAL DESCRIPTION OF PROPERTY: _____

CERTIFICATION

This Certificate is transferable upon the sale of the eligible land and improvements.

Conditions:

- 1) This certificate is subject to the condition that:
 - a) The owner of the eligible land continually meets all other terms and conditions of this Bylaw, the tax exemption agreement and this revitalization tax exemption certificate
- 2) If this certificate is cancelled during a year in which the owner of a parcel has received an exemption from municipal property taxes, a recapture amount is payable calculated as equal to a percentage of the amount of the exemption with the percentage derived from the period of the taxation year remaining from the date of cancellation.

The Term: "municipal property taxes" and as used in this certificate have the same meaning as under the District of Barriere Revitalization Tax Exemption Bylaw.

Effective date: This certificate does not apply to taxation in a calendar year unless it is issued on or before August 31st of the preceding year.

District of Barriere, Corporate Officer