

CITY OF PRINCE GEORGE

BYLAW NO. 7735, 2005

A Bylaw to establish a revitalization tax exemption program.

WHEREAS Council may, by bylaw, establish a revitalization tax exemption program;

AND WHEREAS Council wishes to establish a revitalization tax exemption program in the downtown area as defined as the boundary of the C-1 (Central Business District) Zoning District in "Prince George Zoning Bylaw No. 3482, 1980" as amended, consolidated or replaced from time to time;

AND WHEREAS Council has included within "City of Prince George Financial Plan Bylaw No.7737, 2005" a designation of the area bounded by the C-1 Zoning District as a revitalization area and provided reasons for that designation, as required by the *Community Charter*;

AND WHEREAS the *Community Charter* requires that notice be provided of the creation of such a revitalization tax exemption, and such notice has been provided;

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

1. This bylaw may be cited for all purposes as "City of Prince George Downtown Revitalization Tax Exemption Bylaw No. 7735, 2005".

2. In this bylaw:

"Agreement" means a revitalization tax exemption agreement between the owner of a Parcel and the City, in the format attached to, and forming part of, this Bylaw as Schedule "B";

"Council" means the council of the City of Prince George;

"Parcel" means a legal parcel within the Revitalization Area upon which an owner proposes a Project;

"Project" means a revitalization project on a Parcel involving the construction of a new improvement or alteration of an existing improvement;

"Revitalization Area" means the properties included within the boundary of the C-1 (Central Business District) Zoning District as defined in "Prince George Zoning Bylaw No. 3482, 1980", as amended, consolidated or replaced from time to time, as shown on Schedule "A", which is attached to and forms part of this Bylaw;

"Tax Exemption" means a revitalization tax exemption pursuant to a Tax Exemption Certificate;

"Tax Exemption Certificate" means a revitalization tax exemption certificate issued by the City pursuant to this Bylaw and pursuant to the provisions of section 226 of the *Community Charter*, in the form attached as Schedule "C", which is attached to and forms part of this Bylaw.

3. There is hereby established a revitalization tax exemption program under section 226 of the *Community Charter* for the issuance of Tax Exemption Certificates for the Parcels.
4. The terms and conditions upon which a Tax Exemption Certificate may be issued are as set out in this Bylaw, in the Agreement and in the Tax Exemption Certificate.
5. The amount of the annual Tax Exemption shall be equal to the increase in the assessed value of improvements on the Property between:
 - (a) the year before the commencement of construction of the Project, and
 - (b) the year following the year in which the tax exemption certificate is issued.
6. In order for a Project to be considered by Council for an Agreement the Project must, at a minimum, have a construction value of at least \$50,000 and the land use into which the Project is intended to fit must be one of the uses permitted in the C-1 (Central Business District) zoning district as defined in "Prince George Zoning Bylaw No. 3482, 1980" as amended, consolidated or replaced from time to time.
7. The maximum term of a Tax Exemption depends on when the Tax Exemption Certificate for the Parcel is issued by the Financial Officer pursuant to this Bylaw and the applicable Agreement:
 - (a) If the Tax Exemption Certificate is issued on or before September 30, 2007, the maximum exemption will be five years commencing in 2008 plus a single renewal for a term of an additional 5 years.
 - (b) If the Tax Exemption Certificate is issued after September 30, 2007 and on or before September 30, 2008, the maximum exemption will be four years commencing in the next calendar year plus a single renewal for a term of an additional 5 years.
 - (c) If the Tax Exemption Certificate is issued after September 30, 2008 and on or before September 30, 2009, the maximum exemption will be three years commencing in the next calendar year plus a single renewal for a

term of an additional 5 years.

- (d) If the Tax Exemption Certificate is issued after September 30, 2009 and on or before September 30, 2010, the maximum exemption will be two years commencing in the next calendar year plus a single renewal for a term of an additional 5 years.
- (e) If the Tax Exemption Certificate is issued after September 30, 2010 and on or before September 30, 2011, the maximum exemption will be one year commencing in the next calendar year plus a single renewal for a term of an additional 5 years.

After September 30, 2011, no further Tax Exemption Certificates will be issued under this Bylaw.

8. If an owner wishes Council to consider entering into an Agreement with the owner, the owner must apply to the City Clerk in writing and must submit the following with the application:
 - (a) a certificate that all taxes assessed and rates, charges and fees imposed on the Parcel 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;
 - (b) a completed written application in a form prescribed by the City and available in the office of the City Clerk;
 - (c) a description of the Project;
 - (d) a certificate from the owner's design professional in a form satisfactory to the City's Director of Development Services certifying that the construction value of the Project will exceed \$50,000.00; and
 - (e) a fee in the amount prescribed by Section D-2 of "Comprehensive Fees and Charges Bylaw No. 7557, 2004".
9. If, pursuant to the terms and conditions specified in the Agreement or the Certificate, the Certificate is cancelled, the owner of the property for which the certificate was issued will remit to the City an amount equal to the value of the exemption received after the date of the cancellation of the certificate.
10. The Financial Officer for the City or her designate is the designated municipal officer for the purpose of section 226 (12) in the *Community Charter*.


READ A FIRST TIME THIS THE 7th DAY OF NOVEMBER, 2005.

READ A SECOND TIME THIS THE 7th DAY OF NOVEMBER, 2005.

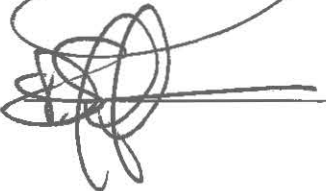
READ A THIRD TIME THIS THE 7th DAY OF NOVEMBER, 2005.

All three readings passed by a unanimous decision of members of Council present and eligible to vote.

ADOPTED THIS THE *21st* DAY OF *November*, 2005, BY A *UNANIMOUS* DECISION OF ALL MEMBERS OF CITY COUNCIL PRESENT AND ELIGIBLE TO VOTE.



MAYOR



CLERK

Schedule "A" to Bylaw No. 7735, 2005



REVITALIZATION TAX EXEMPTION AGREEMENT

THIS AGREEMENT dated for reference the __ day of _____, 20__ is

BETWEEN:

(the "Property Owner")

AND:

CORPORATION OF THE CITY OF PRINCE GEORGE
1100 Patricia Boulevard
Prince George, BC
V2L 3V9

(the "City")

GIVEN THAT:

- A. The Property Owner is the registered owner in fee simple of lands in the City of Prince George at *[civic address]* legally described as *[legal description]* (the "Property");
- B. Council has established a revitalization tax exemption program in the downtown area as defined as the properties within the boundary of the C-1 (Central Business District) Zoning District boundary in "Prince George Zoning Bylaw No. 3482, 1980", as amended, consolidated or replaced from time to time, and has included within "City of Prince George Financial Plan Bylaw No. 7737, 2005" a designation of the properties within the boundary of the C-1 Zoning District as a revitalization area;
- C. Council's objective in designating the properties within the boundary of the C-1 Zoning District as a revitalization area is to foster the revitalization of the central business district in Downtown Prince George as the primary area in the City for business, cultural and government activity; and
- D. The Property Owner proposes to construct new improvements *[or alter an existing improvement]* on the Property as described in Schedule A to this Agreement (the "Project") and has applied to the City to partake in the revitalization tax exemption program in respect of this Project and the City has agreed to accept the Project under the program;

THIS AGREEMENT is evidence that in consideration of the promises exchanged below, the

Property Owner and the City covenant and agree each with the other as follows:

1. **The Project** – The Property Owner will use its best efforts to ensure that the Project is constructed, maintained, operated and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program, and, without limiting the generality of the foregoing, the Property Owner covenants to use its best efforts to ensure that the Project will:

(a)

(b)

(c)

2. **Operation and Maintenance of Project** – Throughout the term of the Tax Exemption the Property Owner must operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent owner would do.

3. **Revitalization Tax Exemption** – Subject to fulfillment of the conditions set out in this Agreement and in the Bylaw, the City will issue a revitalization tax exemption certificate (the “Certificate”) to BC Assessment entitling the Property Owner to a property tax exemption in respect of the Property (the “Tax Exemption”) for the calendar years set out in this Agreement. The Certificate will be in the form attached to this Agreement as Schedule “A”.

4. **Conditions** – The following conditions must be fulfilled before the City will issue a Certificate to the Property Owner:

(a) The Property Owner must obtain a building permit from the City for the Project on or before _____, 20__;

(b) The Property Owner must complete or cause to be completed construction of the Project in a good and workmanlike fashion and in strict accordance with the building permit and the plans and specifications attached hereto as Schedule “B” and the Project must be officially opened for use as [*described the permitted use*] (the “Exempt Use”) and for no other use, by no later than September 30, 20__;

(c) The completed Project must substantially satisfy the performance criteria set out in Schedule “C” hereto, as determined by the City’s Director of Development Services in his sole discretion, acting reasonably;

(d) The Property Owner must provide the City with a certificate from the Property Owner’s design professional, in form and content satisfactory to the City’s Director of Development Services, certifying the actual cost to construct the completed Project.

5. **Calculation of Revitalization Tax Exemption** – The amount of the Tax Exemption shall be equal to the amount of any increase in the assessed value of improvements on the Property

between:

- (a) the year before commencement of construction of the Project, and
- (b) the year following the year in which the tax exemption certificate is issued.

6. **Term of Revitalization Tax Exemption** – Subject to early cancellation of the Certificate under section 10:

- (a) if the Certificate is issued on or before September 30, 2007, then the Tax Exemption will be available for the 2008 calendar year and for the 5 subsequent calendar years thereafter;
- (b) if the Certificate is issued after September 30, 2007 and on or before September 30, 2008, then the Tax Exemption will be available for the 2009 calendar year and for the 4 subsequent calendar years thereafter;
- (c) if the Certificate is issued after September 30, 2008 and on or before September 30, 2009, then the Tax Exemption will be available for the 2010 calendar year and for the 3 subsequent calendar years thereafter;
- (d) if the Certificate is issued after September 30, 2009 and on or before September 30, 2010, then the Tax Exemption will be available for the 2011 calendar year and for the 2 subsequent calendar years thereafter;
- (e) if the Certificate is issued after September 30, 2010 and on or before September 30, 2011, then the Tax Exemption will be available for the 2012 calendar year and for the subsequent calendar year thereafter.

7. **Renewal Term** – Provided that the Certificate is not cancelled by the City under section 10, the Property Owner may, at its option, by written notice delivered to the City before September 1 in the last year of the initial _ year term described in section 6, renew the Tax Exemption for one 5 year renewal term on all the same terms and conditions as herein set out, except that this section shall not apply and shall have no further force and effect.

8. **Compliance with Laws** – The Property Owner will construct the Project and, at all times during the term of the Tax Exemption, use and occupy the Property and the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules, regulations, policies, guidelines, criteria or the like made under or pursuant to any such laws.

9. **Effect of Stratafication** – If the Property Owner stratafies the Property under the *Strata Property Act* the Tax Exemption shall be prorated among the strata lots in accordance with the unit entitlement of each strata lot for:

- (a) the current and each subsequent tax year during the currency of this Agreement if the strata plan is accepted for registration at the Land Title Office before May 1; or
- (b) for the next calendar year and each subsequent tax year during the currency of this Agreement if the strata plan is accepted for registration at the Land Title Office after May 1.

10. **Cancellation** – The City may in its discretion cancel the Certificate at any time:

- (a) on the written request of the Property Owner; or
- (b) effective immediately upon delivery of a notice of cancellation to the Property Owner if at any time any of the conditions in the Certificate are not met.

If such cancellation occurs, the owner of the property for which the certificate was issued will remit to the City an amount equal to the value of the exemption received after the cancellation of the certificate.

11. **No Refund** – For greater certainty, under no circumstances will the Property Owner be entitled under or pursuant to this Agreement or under or pursuant to the revitalization tax exemption program to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.

12. **Notices.** Any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered by hand or posted on the Property, or if sent by prepaid registered mail (Express Post) or if transmitted by facsimile to such party:

- (i) in the case of a notice to the City, at:

THE CITY OF PRINCE GEORGE
1100 Patricia Boulevard
Prince George, BC V2L 3V9

Attention:
Facsimile:

- (ii) in the case of a notice to the Property Owner, at:

Attention:
Facsimile:

or at such other address or addresses as the party to whom such notice or other writing is to be given shall have last notified the party giving the same in the manner provided in this section.

Any notice or other writing sent in compliance with this section shall be deemed to have been given and received on the day it is given unless that day is not a Business Day, in which case the notice shall be deemed to have been given and received on the next day that is a Business Day. In this section, "Business Day" means any day other than Saturday, Sunday, any statutory holiday in the Province of British Columbia or any day on which banks generally are not open for business in Prince George, British Columbia.

13. **No Assignment** – The Property Owner may not assign its interest in this Agreement except to a subsequent owner in fee simple of the Property.

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

15. **Interpretation** - Wherever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so required.

16. **Further Assurances** - The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.

17. **Waiver** - Waiver by the City of a default by the Property Owner shall be in writing and shall not be deemed to be a waiver of any subsequent or other default.

18. **Powers Preserved** - This Agreement does not

- (a) affect or limit the discretion, rights or powers of the City under any enactment (as defined in the *Interpretation Act*, R.S.B.C. 1979, c.206, on the reference date of this Agreement) or at common law, including in relation to the use or subdivision of the Land;
- (b) affect or limit any enactment relating to the use or subdivision of the Property, or
- (c) relieve the Property Owner from complying with any enactment, including in relation to the use or subdivision of the Property, and without limitation shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges application fees, user fees or other rates, levies and charges payable under any bylaw of the City.

19. **References** - Every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.

20. **Enurement** - This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

Signed, Sealed and Delivered by the CITY
OF PRINCE GEORGE by its authorized
signatories:

Mayor:

Clerk:

Signed, Sealed and Delivered by

by its authorized signatories:

Name:

Name:

Schedule "A" to Revitalization Tax Exemption Agreement
REVITALIZATION TAX EXEMPTION CERTIFICATE

Schedule "B" to Revitalization Tax Exemption Agreement
THE PROJECT – PLANS AND SPECIFICATIONS

Schedule "C" to Revitalization Tax Exemption Agreement

THE PROJECT – PERFORMANCE CRITERIA

REVITALIZATION TAX EXEMPTION CERTIFICATE

Section 226 of the *Community Charter*, SBC 2003, c. 26

In accordance with the City of Prince George Revitalization Tax Exemption Bylaw No. 7735, 2005, 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 George (the "City") and _____ (the "Owner"), the registered owner(s) of the property described below, this certificate certifies that the Property (as defined below) is subject to a revitalization tax exemption in an amount equal to the amount of any increase in property taxes which would otherwise be payable as a result of any increase in the assessed value of improvements on the Property (as hereinafter defined) between [the calendar year before the commencement of construction of the project] and [the calendar year following the calendar year in which this Certificate is issued] (the "Tax Exemption"), subject to the maximum aggregate exemption prescribed by the formula in Section 226 (5) (b) of the *Community Charter*.

The Property to which the Tax Exemption applies is in the City of Prince George and is legally described as: Folio _____; PID _____, Lot __, Block __, District Lot __, Plan _____ (the "Property").

The Tax Exemption is for the _ calendar years commencing with the year _____ and ending with the year _____.

The Tax Exemption is provided on the following conditions:

1. the Owner does not breach any covenant or condition in the Agreement and performs all obligations to be performed by the Owner set out in the Agreement;
2. the Owner has not sold all or any portion of his or her 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 a successor in title to the Owner, has not allowed the property taxes for the Property to go into arrears or to become delinquent;
4. the Owner, or a successor in title to the Owner, does not apply to amend the Prince George Zoning Bylaw No. 3482, 1980, as amended, consolidated or replaced from time to time, to rezone the Property from its C-1 (Central Business District) zoning to any other zone;
5. the Property is not put to any use that is not permitted in the C-1 (Central Business District) zone;
or
6. the Exempt Use (as defined in the Agreement) of the Project is not discontinued.

If any of these conditions are not met then the Council of the City of Prince George may cancel this Revitalization Tax Exemption Certificate. If such cancellation occurs, the owner of the property for which the certificate was issued will remit to the City an amount equal to the value of the exemption received after the date of the cancellation of the certificate.