

BYLAW NO. 429

REVITALIZATION TAX EXEMPTION BYLAW

A BYLAW OF THE VILLAGE OF SAYWARD

WHEREAS the *Community Charter* (SBC 2003, Chapter 26) provides that a council may, by bylaw, establish a revitalization tax exemption program;

AND WHEREAS the Council of the Village of Sayward wishes to encourage the revitalization of commercial activity in the Village for the benefit of its citizens;

AND WHEREAS Council wishes it to be known that the objective of the program is to encourage commercial and retail development within the boundaries of the Village, thus enabling residents to conduct these activities without extensive travel and thereby encouraging the goals of local resilience and sustainability, safety and community interaction;

AND WHEREAS Council has considered the revitalization tax exemption program in conjunction with the objectives and policies as set out in the Village of Sayward Five Year Financial Plan Bylaw No. 424, 2016, as required by Section 226(6)(b) of the *Community Charter*;

NOW THEREFORE, in open meeting assembled, the Council of the Village of Sayward enacts as follows:

Title

1. This Bylaw may be cited for all purposes as "Village of Sayward Revitalization Tax Exemption Program Bylaw No. 429, 2016".

Definitions

2. In this Bylaw:
 - a) "Agreement" means a revitalization tax exemption agreement between the owner of a Parcel and the Village, substantially in the form and with the content of Schedule "B", which is attached to and forms part of this Bylaw, and which may contain other terms and conditions for the development and operation of the Project, and for the Owner's entitlement to a revitalization tax exemption agreement, as considered to be necessary by Council for the Village;
 - b) "Certificate" means the revitalization tax exemption certificate issued by the Chief Administrative Officer of the Village, substantially in the form and with the content of Schedule "C", which is attached to and forms part of this Bylaw;
 - c) "Completed" has the same meaning as under section 1(3) of the *Builders Lien Act*;
 - d) "Council" means the Council of the Village of Sayward;
 - e) "Improvements" has the same meaning as under the *Community Charter*;
 - f) "Municipal Property Taxes" means the property value taxes imposed on a Parcel within the Village under section 197(1)(a) the *Community Charter*, which do not include taxes levied by the Village on behalf of any other taxation authority;

- g) "Owner" means the owner of a Parcel within the municipal boundaries of the Village;
- h) "Parcel" means a legal parcel of land upon which an owner proposes to develop a Project, together with all Improvements;
- i) "Project" means a revitalization project on a Parcel involving the construction of a new improvement or alteration of an existing improvement, which meets the requirements of, and has been approved by Council under, this bylaw;
- j) "Revitalization Area" means any land located within the C-1 (Commercial One) Zone as designated in Village of Sayward Zoning Bylaw No. 309, 2000 as indicated on the map attached to and forming part of this Bylaw as Schedule "A";
- k) "Revitalization Tax Exemption" means an exemption from Municipal Property Taxes authorized under the provisions of this bylaw, an Agreement and a Certificate.
- l) "Village" means the Corporation of the Village of Sayward.

Revitalization Tax Exemption Program

- 3. There is hereby established a Revitalization Tax Exemption Program to promote the development of commercial and retail activity in the Village of Sayward through the construction or alteration of buildings used for such purposes.
- 4. This program is intended to accomplish the objective referred to in section 3 by providing an economic incentive, in the form of a Revitalization Tax Exemption, to Owners of Parcels within the Revitalization Area who wish to undertake construction of a new building or improvements to an existing building on that Parcel.
- 5. The terms and conditions upon which a Certificate may be issued are as set out in this bylaw, in the Agreement between the Village and the Owner pursuant to this bylaw, and in the Certificate in relation to a particular Parcel.
- 6. The amount of an annual Revitalization Tax Exemption shall be 100 per cent of the amount of the Municipal Property Taxes levied on the Parcel.
- 7. In order for a Project to be considered by Council for a Revitalization Tax Exemption:
 - a) The Project must be for a commercial or retail use permitted in the C-1 (Commercial One) zone as set out in Village of Sayward Zoning Bylaw No. 309, 2000;
 - b) The Project must have a minimum construction value of \$20,000.00, as certified by a professional architect, quantity surveyor or other qualified professional; and
 - c) The Owner of the Parcel must fill out an application in a form provided by the Village and submit that to the Village together with plans, specifications and cost estimates for the Project that are in a form satisfactory to the Village.
- 8. Parcels receiving a municipal tax exemption under any other program at the time of an application under this bylaw shall not be considered by Council for a Revitalization Tax Exemption.

9. Council may approve the granting of a Revitalization Tax Exemption for a term and on conditions that Council considers will meet the objectives of the Revitalization Tax Exemption Program. The maximum term of a Revitalization Tax Exemption shall be 10 (ten) years.
10. A Certificate may be issued where:
 - a) Council has approved the Owner's application for a Revitalization Tax Exemption;
 - b) the Owner has entered into an Agreement with the Village, on terms and conditions that are acceptable to Council;
 - c) construction of the Project to which the Application and the Agreement relates is complete; and
 - d) all of the requirements established under this bylaw and the Agreement for the issuance of Certificate have been fulfilled.
11. The Revitalization Tax Exemption is transferable to subsequent property owners of the Parcel as provided within the terms of the Agreement.
12. A Certificate is subject to the condition that all of the conditions set out in the Agreement continue to be met.
13. If, pursuant to the terms and conditions specified in the Agreement or the Certificate, the Certificate is cancelled, the Owner of the Parcel for which the Certificate was issued must pay a recapture amount to the Village equal to a percentage of the amount of the Revitalization Tax Exemption provided for the year in which the Certificate is cancelled, with the percentage being equivalent to the percentage of the taxation year remaining from the date of cancellation.

READ A FIRST TIME THIS 30th DAY OF May, 2016.

READ A SECOND TIME THIS 30th DAY OF May, 2016.

READ A THIRD TIME THIS 30th DAY OF May, 2016.

Public notice posted in the Campbell River Mirror on June 3, 2016 and June 10, 2016.

ADOPTED THIS 21st DAY OF June, 2016.



CAO



MAYOR

SCHEDULE "B" TO BYLAW 429

REVITALIZATION TAX EXEMPTION AGREEMENT

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

BETWEEN:

XXXX
(the "Owner")

AND:

Village of Sayward
PO Box 29, 652-A H'Kusam Way
Sayward, BC V0P 1R0
(the "Village")

GIVEN THAT:

- A. The Owner is the registered owner in fee simple of lands in the Village of Sayward at <civic address>, legally described as <legal description> (the "Parcel");
- B. Council has established a revitalization tax exemption program and has included within the Village of Sayward Revitalization Tax Exemption Program Bylaw No. 429, 2016 the designation of areas which include the parcel as a revitalization area; and
- C. The Owner proposes to <construct new improvements or alter existing improvements> on the Parcel as described in Appendix A attached to and forming part of this agreement (the "Project") and has applied to the Village to take part in the revitalization tax exemption program in respect of the Project, and the Village has agreed to accept the Project under the program;

THIS AGREEMENT is evidence that in consideration of the promises exchanged below, the Owner and the Village covenant and agree each with the other as follows:

1. **Definitions** – Unless otherwise provided, words and expressions in this agreement shall have the same meaning as under the Village of Sayward Revitalization Tax Exemption Program Bylaw No. 429, 2016.
2. **The Project** – The Owner will construct, maintain, operate and use the Project in accordance with the conditions of this agreement and the Tax Exemption Certificate, once issued. Without limiting the generality of the foregoing, the Owner covenants that:
 - a. The Owner shall use its best efforts to commence the construction of the Project by *;
 - b. The Owner shall use its best efforts to complete the Project by *;
 - c. Upon completion, the Project shall be used only for a commercial or retail use that is permitted in the C-1 (Commercial One) zone as set out in Village of Sayward Zoning Bylaw No. 309, 2000.

3. **Operation and Maintenance of the Project** – Throughout the term of this agreement, the Owner shall operate, repair and maintain the Project and will keep the Project in a good state of repair as a prudent owner would do.
4. **Revitalization Tax Exemption** – Subject to the fulfilment of the conditions set out in this agreement and in “Village of Sayward Revitalization Tax Exemption Program Bylaw No. 429, 2016”, the Village shall issue a revitalization tax exemption certificate (the “Tax Exemption Certificate”) to the British Columbia Assessment Authority entitling the Owner to a property tax exemption in respect of the property taxes due (not including local service taxes) in relation to the entire amount of municipal taxes on the Parcel (the “Tax Exemption”) for the following calendar years:
 - a. [Years for which tax exemption is to be granted to be inserted here]
5. **Conditions** – The following conditions must be fulfilled before the Village will issue a Tax Exemption Certificate to the Owner in respect of the Project:
 - a. The Project must be completed on or before [date required for completion to be inserted];
 - b. [Insert other conditions as considered advisable]
6. **Amount of Revitalization Tax Exemption** – The amount of the Tax Exemption in respect to the Parcel and the Project shall be equal to the total amount of municipal taxes that would be imposed on the Parcel if the Program were not in place. This total amount of the Tax Exemption shall be in respect of municipal property value taxes imposed under section 197(1)(a) of the *Community Charter* only and shall not apply to taxes collected by the Village on behalf of any other government body, or to parcel taxes, or to fees and charges levied by the Village.
7. **Compliance with Laws** – The Owner shall construct the Project and, at all times during the term of the Tax Exemption, use and occupy the Parcel 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.
8. **Cancellation** – The Village may in its sole discretion cancel the Tax Exemption Certificate at any time:
 - a. on the written request of the Owner;
 - b. in the event of termination of this Agreement; or
 - c. effective immediately on delivery of a notice of cancellation to the Owner if at any time any of the conditions in the Tax Exemption Certificate are not met.

If such cancellation occurs, the Owner of the Parcel for which the Tax Exemption Certificate was issued will remit to the Village a recapture amount equal to a percentage of the amount of the Revitalization Tax Exemption provided for the year in which the Certificate is cancelled, with the percentage being equivalent to the percentage of the taxation year remaining from the date of cancellation.

9. **Termination** – The Village may terminate this agreement in the event that:

- a. construction of the Project does not commence within * months of the date of this agreement;
- b. the Project is not completed within * months of the date of this agreement;
- c. the Project ceases to be used and operated for a commercial or retail use as referred to in section 2(c) of this agreement;
- d. the Owner transfers or conveys its interest in the Parcel and the Project other than to a purchaser who agrees to be bound by the terms and conditions of this agreement in accordance with section 11; or
- e. the Owner fails to comply with any of the terms or conditions of this agreement.

10. **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 Parcel, or if sent by prepaid registered mail (Express Post) or if transmitted by facsimile to such party:

- a. in the case of a notice to the Village, at:
PO Box 29, 652-A H'Kusam Way
Sayward, BC V0P 1R0
Attention:
Fax:
- b. in the case of a notice to the Owner, at:

(insert name and address of owner)
Attention:
Fax:

or at such other address as the party to whom such notice or other writing is to be given shall have last notified the party giving the same.

11. **No Assignment** – The Owner shall not assign its interest in this agreement except to a subsequent owner in fee simple of the Parcel. Any such assignment is subject to the written consent of the Village being first obtained, not to be unreasonably withheld, and to the assignee agreeing in writing to be bound by the terms and conditions of this agreement.

12. **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.

13. **Interpretation** – Wherever the singular or masculine is used in this agreement, the same shall be construed as meaning the plural, the feminine or the body corporate where the context or the parties thereto so require.

14. **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.

15. **Waiver** – Waiver by the Village of a default by the Owner shall be in writing and shall not be deemed to be a waiver of any subsequent or other default.

16. **Powers preserved** – This agreement does not:

- a. affect or limit the discretion, rights or powers of the Village under any enactment or at common law, including in relation to the use or subdivision of the Parcel;
- b. affect or limit any enactment relating to the use or subdivision of the Parcel; or
- c. relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Parcel 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 or charges payable under any bylaw of the Village.

17. **Reference** – 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.

18. **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 referenced in this agreement.

Executed by the Village of Sayward by its authorized signatories:

Mayor

Chief Administrative Officer

Executed by _____ by its authorized signatories:

Name:

Appendix "A": Plans and Specifications

SCHEDULE "C" TO BYLAW 429

REVITALIZATION TAX EXEMPTION CERTIFICATE

In accordance with the Village of Sayward Revitalization Tax Exemption Bylaw No. 429, 2016, and with the Revitalization Tax Exemption Agreement dated for reference the _____ day of _____, 20____ (the "Agreement"), entered into between the Village of Sayward (the "Village") and _____ (the Owner), the registered owners of the parcel described below:

This Certificate certifies that the Parcel is subject to a revitalization tax exemption in an amount equal to 100 per cent of the municipal property taxes that would be levied on the property under section 197(1)(a) of the *Community Charter* were this program not in effect.

The Parcel to which the tax exemption applies is located in the Village of Sayward and is described as follows:

Civic Address:

PID:

Legal Description:

The Tax Exemption is for the calendar years commencing in ____ and ending in _____.

The Tax Exemption is provided on the following conditions:

- (a) the Owner continuously meet all of its covenants and obligations under the Agreement;
- (b) all of the conditions under the Agreement for receipt of a tax exemption continue to be met;
- (c) the Agreement not be subject to early termination;
- (d) [other conditions to be inserted here, as applicable]

If any of these conditions are not met, the Council of the Village of Sayward may cancel this Revitalization Tax Exemption Certificate. If such cancellation occurs, the owner of the property for which the Certificate was issued will pay to the Village a recapture amount equal to a

percentage of the amount of the Revitalization Tax Exemption provided for the year in which the Certificate is cancelled, with the percentage being equivalent to the percentage of the taxation year remaining from the date of cancellation.

Chief Administrative Officer

Date