



REVITALIZATION TAX EXEMPTION

BYLAW 3828-2005

THIS DOCUMENT HAS BEEN REPRODUCED FOR CONVENIENCE ONLY and is a consolidation of " District of Mission Revitalization Tax Exemption Bylaw 3828-2005" with the following amending bylaws:

Amending Bylaw	Date Adopted	Section Amended
5070-2009 (general fees and charges amending)	December 14, 2009	Section 7(d)

Individual copies of any of the above bylaws are available from the Corporate Administration Department of the District of Mission. For legal purposes, copies of the original bylaws should be obtained.

**DISTRICT OF MISSION
BYLAW 3828-2005**

A Bylaw to provide for a revitalization tax exemption
within the Downtown Business Improvement Area

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

AND WHEREAS Council wishes to establish a revitalization tax exemption program in the downtown area;

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 Mission, in open meeting assembled, ENACTS AS FOLLOWS:

1. Title

This Bylaw may be cited as "District of Mission Revitalization Tax Exemption Bylaw 3828-2005".

2. 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.

"**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**;

"**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);

"**Full Assessment**" means 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;

"**Revitalization Area**" means an area designed and shown on Schedule "A".

3. There is established a revitalized tax exemption program which includes the following:

(1) Property tax exemption prescribed by this bylaw with respect to:

a) construction of a new improvement with a value in excess of \$15,000.00; or

- b) an alteration of an existing improvement where the alteration has a value in excess of \$15,000.00.

With respect to parcels located within the **Revitalization Area** shown on Schedule "A".

- (2) The maximum exemption under this bylaw must not exceed the increase in the assessed value of land and improvements on the parcel between:
 - a) the year before the construction or alteration began, and
 - b) the year in which the tax exemption **Certificate** under this bylaw is issued.
- (3) The maximum term of a revitalization tax exemption is:
 - a) 5 years, plus
 - b) a single renewal, subject to this bylaw and the Agreement set out in Schedule "C", for a term of an additional 5 years under the terms set out in section 4 b).
- (4) The amounts of exemptions provided under this bylaw are such that the **District** property tax payable is:
 - a) in respect of the Downtown Area shown in Schedule "A":
 - (i) Years 1 – 5:
"Base Amount"
 - b) in respect of a renewal
 - (i) Year 6:
Base Amount plus 20% of the difference between **Base Amount** and **Full Assessment**;
 - (ii) Year 7:
Base Amount plus 40% of the difference between **Base Amount** and **Full Assessment**;
 - (iii) Year 8:
Base Amount plus 60% of the difference between **Base Amount** and **Full Assessment**;
 - (iv) Year 9:
Base Amount plus 80% of the difference between **Base Amount** and **Full Assessment**;
 - (v) Year 10:
Full Assessment.

4. This bylaw does not apply to a parcel unless:

- a) the parcel is located in the area shown on Schedule "A"; and
- b) the owner of the parcel has entered into an Agreement with the District of Mission substantially in the form of and with the content of the Agreement attached as Schedule "C".

5. Once the conditions established under Section 3, 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;
6. The revitalization tax exemption **Certificate** must, in accordance with the conditions established in Section 3 and the Agreement set out in Schedule "C", 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) that a recapture amount is payable if the **Certificate** is cancelled and how that amount is to be determined.
7. If an Owner requests a tax exemption under the bylaw for the following year, the Owner must apply to the Director of Corporate Administration in writing before October 31 of the year in which the improvements occurred 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) description of the new improvements or the alteration of the existing improvement that would be eligible under the bylaw for a municipal tax exemption;
 - d) an administration and examination fee in the amount of \$105.00; and
 - e) a copy of the Agreement duly executed by and on behalf of the Owner.

Should the improvements occur after August 1 of any calendar year, an **Application** for the exemption may be made before August 1 of the following year plus one.

READ A FIRST TIME this 6th day of September, 2005

READ A SECOND TIME this 6th day of September, 2005

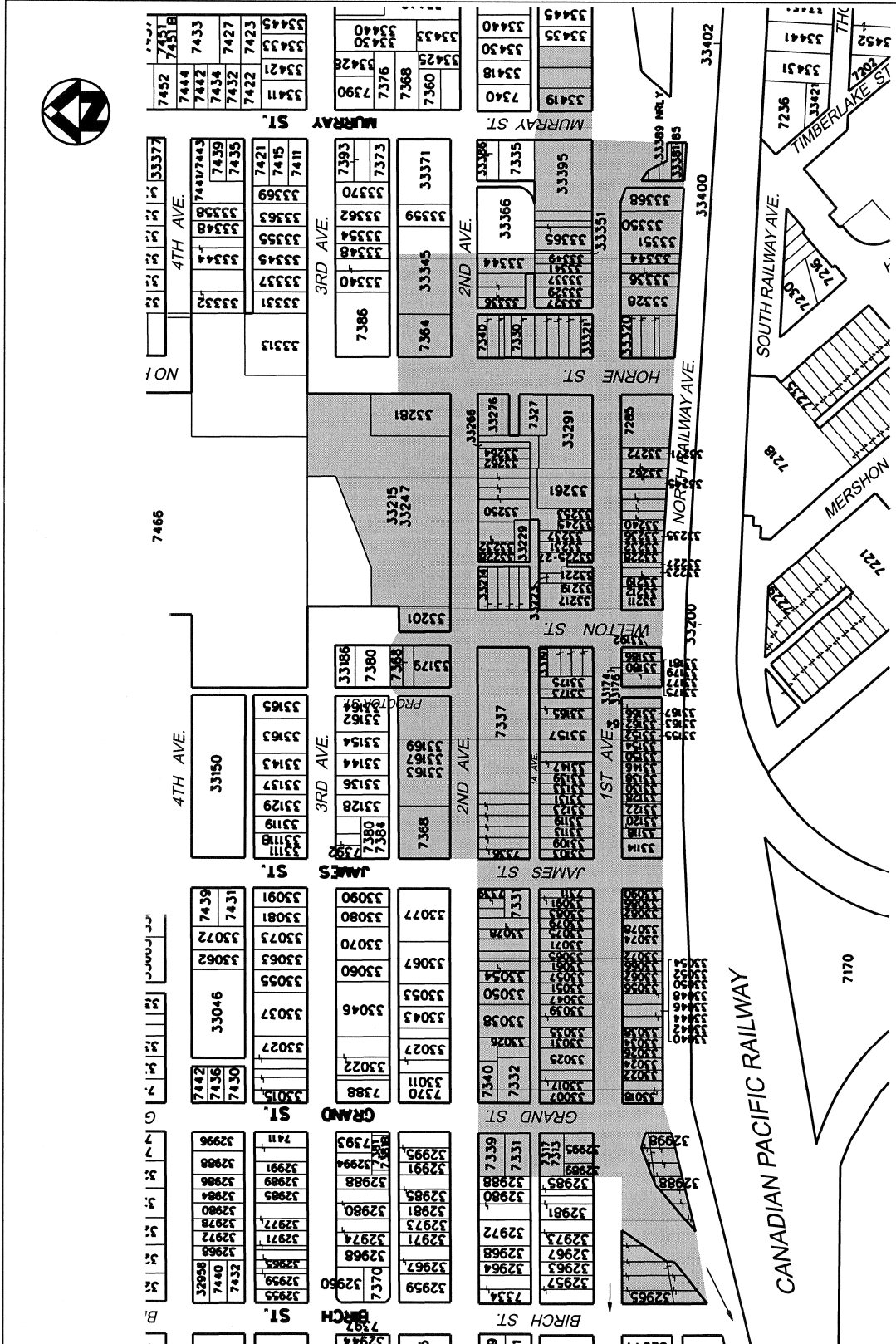
READ A THIRD TIME this 6th day of September, 2005

ADOPTED this 3rd day of October, 2005

original signed by Jenny Stevens
ACTING MAYOR

original signed by Dennis Clark
DIRECTOR OF CORPORATE
ADMINISTRATION

Schedule "A"



Schedule "B"

Application For Revitalization Tax Exemption

Pursuant to "District of Mission Business Improvement Area Revitalization Bylaw 3828-2005"

List all applicable civic addresses and their Base Amounts:
 If property(s) have been consolidated, list addresses prior to consolidation

Civic address	Base Amount ¹ for each property
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$

Owner's name & address:

Applicant's name & address:

Owner (applicant's signature)²

Date:³

¹"Base Amount" means an assessed value of land and improvements used to calculate municipal property tax payable on a parcel located in the **Revitalization Area** during the **Base Amount Year**

² If other than owner is signing, a dated letter of authorization (to sign on behalf of the owner) is required.

² Note that the **Application** must be received prior to October 31st on the year prior to the year the exemption is being requested for.

SCHEDULE "C"

THIS AGREEMENT dated on the _____ day of _____ 2005.

BETWEEN:

(the "Owner")

AND

District of Mission
8645 Stave Lake Street
Mission, BC.
V2V 4L9

(the "District")

GIVEN THAT

- A. the District of Mission has under bylaw defined in this Agreement established a Revitalization Tax Exemption program for the purpose of encouraging revitalization of an area of the **District**;
- B. The Lands that are the subject of this Agreement are located in an area designated by Council as a **Revitalization Area**;
- C. The Owner is a registered Owner of the Lands defined in this Agreement;
- D. This Agreement contains the terms and conditions respecting the provision 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 the payment by the Owner to the District of Mission of consideration in the amount of \$10.00 (Ten) Dollars, the receipt and sufficiency of which are acknowledged by the District, the District and Owner covenant and agree with each other as follows:

DEFINITIONS

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

"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 the most recent assessed value of the Lands as determined by the assessment authority in the area in which the Lands 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 Lands are located;

"Bylaw" means "District of Mission Business Improvement Area Revitalization Bylaw 3828-2005" as may be amended from time to time;

"CPI" means the All Items Consumer Price Index for Vancouver, British Columbia, published from time to time by Statistics Canada, or its successor in function, where the **Base Amount Year**, defined in this Agreement, equals 100;

"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 purposes of the Form C;

"Lands" means the lands legally described in Item 2 of the General Instrument and any part into which the Lands are subdivided;

"LTO" means the New Westminster/Vancouver Land Title Office or its successor;

"Owner" means the transferor described in the General Instrument and any subsequent owner of the Lands or any parts into which the Lands are subdivided, and includes any person who is registered owner in fee simple of the Lands from time to time;

"Prime Rate" means the annual rate of interest, expressed as a percentage, used as a reference rate by the Royal Bank of Canada at its main branch in Vancouver, British Columbia, for Canadian dollar loans and designated by the Royal Bank of Canada from time to time as its prime rate;

TERM

2. The Owner covenants and agrees with the **District** that the term of this Agreement is:
 - a) 5 years commencing on January 1 of the first calendar year after the calendar year referred to in the reference date of this Agreement was made,
 - b) a renewal term of an additional 5 years at the election of the Owner.

APPLICABLE IMPROVEMENTS

3. The tax exemption provided for under the bylaw applies in respect of:
 - a) a construction of a new improvement, or
 - b) the alteration of an existing improvement, where the value of the alteration referred to in the building permit is in excess of \$15,000.00on the Lands.

REVITALIZATION TAX EXEMPTION CERTIFICATE

4. a) Once the Owner has completed the construction of the new improvement or alteration of an existing improvement referred to in Section 3, and the **District** has issued an occupancy permit under the **District's** Building Bylaw, in force from time to time, with respect to the new improvement or alteration of an existing improvement, Council must issue a revitalization tax exemption **Certificate** to the Owner for the Lands if the Owner and the Lands are otherwise in compliance with this Agreement.
- b) A revitalization tax exemption **Certificate** must, in accordance with the Bylaw and this Agreement, specify the follow:
 - (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; and
 - (iv) that a recapture amount 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 Lands has not been cancelled, the Lands are exempt, to the extent, for the period and subject to the conditions provided in the **Certificate**, from municipal property taxation.
6. The revitalization tax exemption **Certificate** may be cancelled by the Council of the **District**:
 - 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 pay to the **District** the cost of all tie-ins of works and services associated with the new improvements or alteration to improvements, to existing storm and sanitary sewers, water mains, water meters, driveways, and other municipal services.
8. The Owner must comply with:
 - a) all enactments, laws, statutes, regulations and Orders of any authority having jurisdiction, including bylaws of the **District**; and
 - b) all federal, provincial, municipal and environmental licences, permits and approvals required under applicable enactments.

OBLIGATIONS OF THE DISTRICT

9. The District must issue a revitalization tax exemption **Certificate** to the Owner in respect of the Lands once the Owner has applied for and obtained an occupancy permit from the **District** under the **District's** Building Bylaw, in force from time to time, in relation to the new improvements or alterations to an existing improvement, so long as the Owner and the Lands are otherwise in compliance with the Bylaw and this Agreement.

DISTRICT OF MISSION'S RIGHTS AND POWERS

10. Nothing contained or implied in this Agreement prejudices or affects the **District'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 Lands, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner.

GENERAL PROVISIONS

11. It is mutually understood, agreed, and declared by and between the parties that Mission 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.
12. 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 to this Agreement as a covenant over all charges and encumbrances which may have been registered against the title to the Lands in the New Westminster/Vancouver Land Title Office, save and except those specifically approved in writing by the **District** or in favour of the **District**.
13. The covenants set forth in this Agreement shall charge the Lands pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with the Lands and bind the Lands and every part or parts thereof, and every part to which the Lands may be divided or subdivided, whether by subdivision plan, strata plan, or otherwise.
14. The covenants set forth in this Agreement shall not terminate if and when a purchaser becomes an owner in fee simple of the Lands or any portion thereof, but shall charge the whole of the interest of such purchaser and shall continue to run with the Lands and bind the Lands and all future owners for the time being of the Lands 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 Lands 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 Lands. It is expressly agreed that the obligations of the Owner to transfer the community part and linear park areas under Section 11 of this Agreement is an obligation with respect to every part of the Lands.

- 15. It is further expressly agreed that the benefit of all covenants made by the Owner herein shall accrue solely to the **District** and this Agreement may only be modified by agreement of the District with the Owner, or discharged by the **District** pursuant to the provisions of Section 219 of the *Land Title Act* and this Agreement. All of the costs of the preparation, execution, and registration of any amendments or discharges shall be borne by the Owner.
- 16. This Agreement shall enure to the benefit of and is binding on the parties and their respective heirs, executors, administrators, successors and assigns.
- 17. The Owner shall, on the request of the District, 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 District necessary to give full effect to the intent of this Agreement.
- 18. Time is of the essence of this Agreement.
- 19. This Agreement constitutes the entire agreement between the Owner and the District with regard to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written of the District with the Owner.
- 20. Any notices 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 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:

To the Owner at:

(Insert Name)

(Insert address)

To the District of Mission at:
Attention: Director of Corporate Administration
8645 Stave Lake Street, P.O. Box 20
Mission, BC V2V 4L9

Or to such other address to which a party hereto from time to time notifies the other parties in writing.

- 21. a) No amendment or waiver of any portion of this Agreement shall be valid unless in writing and executed by the parties to this Agreement.

- b) Waiver of any default by a party shall not be deemed to be a waiver of any subsequent default by that party.
22. This Agreement is not intended to create a partnership, joint venture, or agency between the Owner and the **District**.
23. This Agreement shall be construed according to the laws of the Province of British Columbia.
24. A reference in this Agreement to the **District** or the Owner includes their permitted assigns, heirs, successors, officers, employees, and agents.
25. 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 District.
26. The parties intend, by their execution and delivery of this Agreement, to create a covenant granted to the District under Section 219 of the *Land title Act*, a contract, and a deed executed and delivered to the District under seal.
27. Unless otherwise expressly provided in this Agreement, whenever the District is permitted to make or give any decision, direction, determination, or consent, the District may act in its sole discretion, but will act reasonably.
28. 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 solely that of the Owner.
29. 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 Lands; and
 - d) the Owner has the corporate capacity and authority to enter into and perform this Agreement.

MAYOR

DIRECTOR OF CORPORATE
ADMINISTRATION

OWNER

WITNESS

SCHEDULE D

REVITALIZATION TAX EXEMPTION CERTIFICATE *Section 226 of the Community Charter, SBC 2003, c. 26*

In accordance with the District of Mission Revitalization Tax Exemption Bylaw, and in accordance with a Revitalization Tax Exemption Agreement dated for reference the ____ day of _____, 20____ (the "Agreement") entered into between the District of Mission (the "District") 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 any increase in the assessed value of land and improvements on the Property (as hereinafter defined) for the years _____ through _____.

The Property to which the Tax Exemption applies is in the District of Mission and is legally described as:

PID _____, Lot _____, Block _____, District Lot _____, Plan _____ .

A further exemption **Certificate** will be issued for the next 4 assessment years commencing with the year _____ and ending with the year _____ upon **Application**. The **Application** must be made before October 31 in the year prior to the year in which the exemption is requested.

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, 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; or
3. the Property is not put to any use that is not permitted in the zone.

If any of these conditions are not met then the Council of the District of Mission may cancel this Revitalization Tax Exemption **Certificate**.

Ken Bjorgaard, CGA
Director of Finance
District of Mission

Date