

THE CORPORATION OF THE CITY OF ROSSLAND

BYLAW #2674

A BYLAW TO PROVIDE FOR A REVITALIZATION TAX EXEMPTION FOR PROPERTY CLASS 4(industrial), 5(light industrial), 6(business and other) AND 8(recreation and non-profit) WITHIN THE CITY OF ROSSLAND

WHEREAS the Council may by bylaw prior to October 31 in any year, under Section 226 of the *Community Charter and any amendments thereto*, provide for a revitalization tax exemption program within the City;

AND WHEREAS Council wishes to establish a revitalization tax exemption program in accordance with Section 226(2) of the *Community Charter and any amendments thereto*;

AND WHEREAS the *Community Charter and any amendments thereto* 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 amendments thereto* and Council has given this notice;

NOW THEREFORE the Council of the City of Rossland, in an open meeting assembled, ENACTS AS FOLLOWS:

1. Title

This Bylaw may be cited as "**City of Rossland Revitalization Tax Exemption Bylaw No. 2674, 2018**".

2. Purpose and Objectives

(1) The purpose of this Bylaw is to provide:

(a) the establishment of a program to encourage the revitalization of commercial, industrial and recreation properties within the designated area of the **City**.

(b) to provide the framework within which the **Owners** may make application to receive the **Tax** exemption.

(2) The objectives of the Revitalization Tax Exemption are:

(a) to encourage and generate overall economic activity in the commercial, industrial and recreational zones;

(b) to require **Owners** to utilize a minimum of two objectives to improve the overall efficiencies within building and structure, improve energy and conserve water;

(c) to encourage **Owners** to improve the general aesthetics and surrounding environment of the **Land and Improvements**;

(d) to encourage and sustain investment and employment to retain and create jobs and services; and

(e) to provide **Tax** exemption when the objectives listed in (a) to (d) have a direct or an indirect impact on the **Assessed Value** of the **Parcel**.

3. Interpretation

In this bylaw and in the attached Schedules:

“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 Year**;

“Base 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);

“City” means the City of Rossland

“Council” means the governing body of the **City**

“Corporate Officer” means the officer position established under Bylaw #2472 of the **City**.

“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 sixth (6th) **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 as defined in the *Assessment Act and amendments thereto*;

“Land” means any interest in land, including any right, title or estate in it of any tenure with all buildings and houses, unless there are words to exclude buildings and houses or to restrict the meaning. **Land** also means as defined in the *Assessment Act and amendments thereto* and excludes

quarries, sand, gravel, golf course lands, forestry and mining activities.

“Municipal Property Tax” means **Tax**

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

“Parcel” means a lot, block or other area in which **Land** and **Improvements** are held or into which **Land and Improvement** is subdivided.

“Property Class” means as defined in the *Assessment Act and amendments thereto* and falls under the classification as 4(industrial), 5(light industrial), 6(business & other) and 8 (recreation and non-profit);

“Revitalization Area” means all areas within the **City** boundary designated and shown on Schedule “A” and includes all **Land and Improvements** of **Property Classes** 4(industrial), 5(light industrial), 6(business & other) and 8 (recreation and non-profit)

“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. There is established a **Revitalization Tax Exemption** program which includes the following:

(1) **Tax** exemption prescribed by this bylaw with respect to:

(a) a new construction of **Land and Improvements** with an **Assessed Value** or the **Building Permit Value** whichever is lesser of the two is in excess of \$10,000.00; or

(b) an alteration or improvement of an existing **Land and Improvements** where the **Assessed Value** or the **Building Permit Value** whichever is the lesser of the two is in excess of \$10,000.00.

(2) With respect to **Parcels** located within the **Revitalization Area** shown on Schedule “A”.

(3) The maximum **Tax** exemption under this bylaw must not exceed the increase in the **Assessed Value** of **Land and Improvements** on the **Parcel** between:

(a) the **Calendar Year** before the construction or alteration of **Land and Improvements** began, and

(b) the **Calendar Year** in which the **Tax** exemption **Certificate** under this bylaw is issued.

5. The maximum term of a **Revitalization Tax Exemption** is:
 - (a) **5 Years**

6. (1) The **Tax** exemptions provided under this bylaw are such that the **Tax** payable is:
 - (a) in respect of the **Revitalization Area** shown in Schedule "A":
 - (i) **Year 1:**
Base Amount
 - (ii) **Year 2:**
Base Amount plus 20% of the difference between **Base Amount** and **Full Assessment**;
 - (iii) **Year 3:**
Base Amount plus 40% of the difference between **Base Amount** and **Full Assessment**;
 - (iv) **Year 4:**
Base Amount plus 60% of the difference between **Base Amount** and **Full Assessment**;
 - (v) **Year 5:** plus 80% of the difference between **Base Amount** and **Full Assessment**;
 - (vi) **Year 6: Full Assessment**

7. This bylaw does not apply to a **Parcel** unless:
 - (a) the **Parcel** is located in the **Revitalization Area** shown on Schedule "A"; and
 - (b) the **Owner** of the **Parcel** has entered into an **Agreement** with the **City** substantially in the form of and with the content of the **Agreement** attached as Schedule "C".
 - (c) a **Parcel** has **Land** or **Improvements** or both of one or more of the **Property Class**.

8. Once the **Conditions** established in Schedule "D" 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**;

9. The **Revitalization Tax Exemption Certificate** must, in accordance with the **Conditions** established in Schedule "D" and the **Agreement** set out in Schedule "C", specify the following:

- (a) the amount of the **Tax** exemption or the formula for determining the **Tax** exemption;
- (b) the **Term** of the **Tax** exemption;
- (c) the conditions on which the **Tax** exemption is provided; and
- (d) that a recapture **Tax** is payable if the **Certificate** is cancelled and the determination of the recapture **Tax**.

10. (1) If an **Owner** requests a **Tax** exemption under the bylaw for the following **Year**, the **Owner** must apply to the **Corporate Officer** in writing before August 31 or 14 days prior to the second regularly scheduled meeting of the current year in the month of September of the **City Council** whichever is later of the **Year** in which the **Land** and **Improvements** occurred and must submit the following with the **Application**:

- (a) a completed written **Application** as set out in Schedule "B";
- (b) description of the new **Land** and **Improvements** or the alteration of the existing **Land** and **Improvement** that would be eligible under the bylaw for a **Municipal Property Tax** exemption;
- (c) an administration and examination fee as determined from time to time by a resolution of **Council**; and
- (d) a copy of the **Agreement** duly executed by and on behalf of the **Owner**.

(2) Should the **Land and Improvements** occur after August 1 of any **Calendar Year**, an **Application** for the **Tax** exemption may be made before August 31st of the following **Calendar Year**.

READ A FIRST TIME this 12th. day of June, 2018

READ A SECOND TIME this 12th. day of June, 2018

READ A THIRD TIME this 25th. day of June, 2018

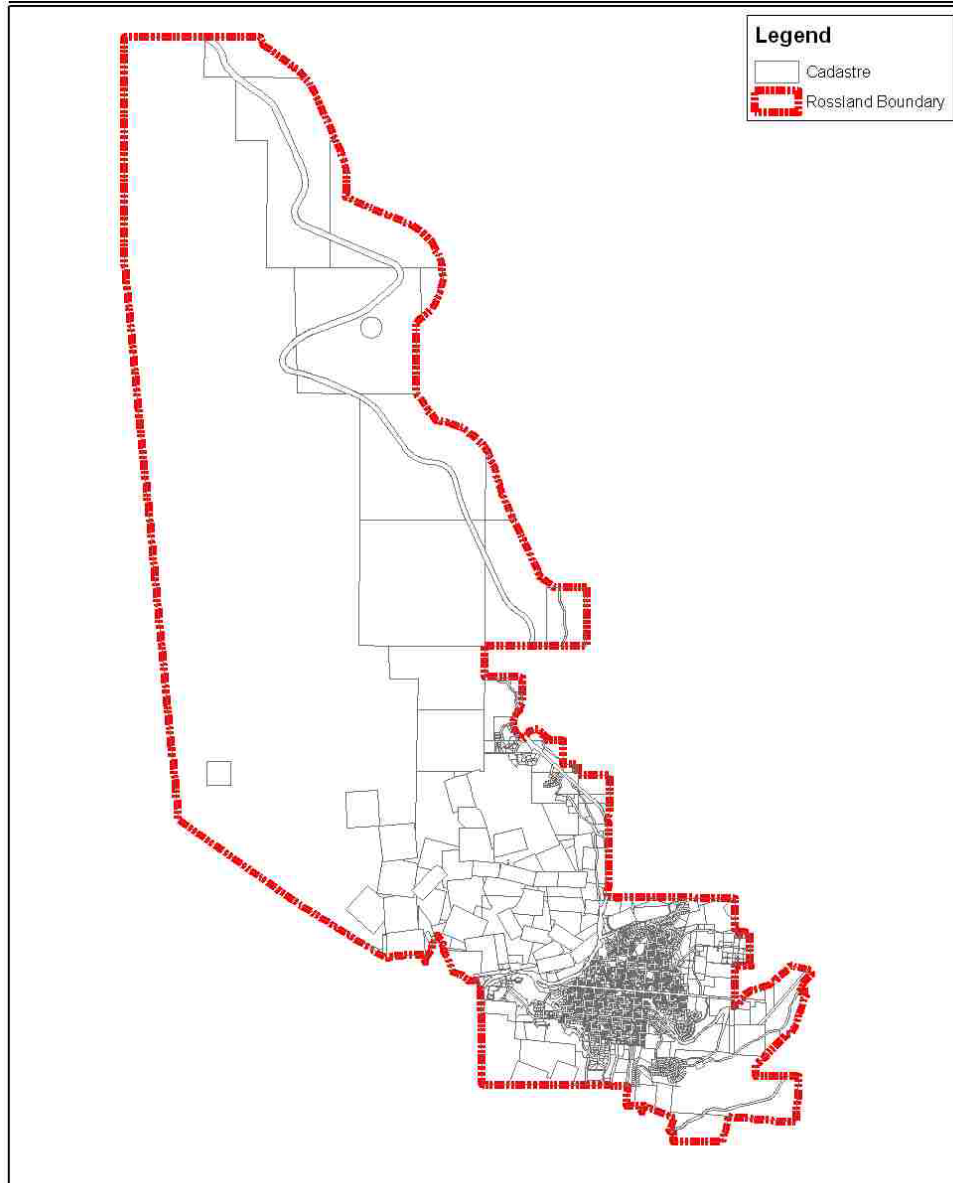
ADOPTED this 16th day of July, 2018

Mayor

Corporate Officer

Schedule "A" OF Bylaw 2674
MAP

Within the Boundaries of the City of Rossland for all Parcel Assessment with Property Class: 4, 5, 6 and 8



Schedule "B" of Bylaw 2674

Application for Revitalization Tax Exemption
Pursuant to "City of Rosland Tax Revitalization Bylaw No. 2674, 2018"

List all applicable **Parcel** civic addresses **and Municipal Property Tax** paid and **Assessment** for the **Year** on a separate sheet of paper using the following format:

If **Parcel(s)** have been consolidated, list addresses prior to consolidation

Parcel Civic address	Assessment	Municipal Property Tax
1.	\$	\$
2.	\$	\$
3	\$	\$

Attach copies of the Assessment and

Property Tax Notices for each **Parcel**.

Owner's name & address as it appears of the **Assessment** Notice:

Applicant's name & address if different from the **Assessment** Notice:

Building Permit No: _____

Attach copy of Building Permit issued.

Attach a written letter from the jurisdiction of authority that there are no violation of any Building Code, Electrical Code, Plumbing Code, Fire Code, Development Permit, Development Variance Permit and Zoning Bylaw relating to Section 4 of Bylaw 2674.

Owner (applicant's signature)² Date:³

Revitalization Objectives:

Check off the objectives (two are required as per the Bylaw) that the **Owner** expects to achieve with a detailed explanation encompassing qualitative and quantitative measures for Council consideration:

- Economic- Investment and local employment

- Conservation of Heritage Property in **Property Class 4,5, 6 and 8**

- Installation of “green” building technology

- Conservation of water used in the **Land and Improvement**

Conservation of Energy

Building Renovations to improve general aesthetics, amenities and the surrounding environment including any landscaping, planting of trees and reduction in GHG gases

List any other objectives the **Owner** expects to achieve:

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 Year**

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

³ Note that the **Application** must be received prior to August 31st or 14 days before the second regular meeting of the **City Council** in the month of September of the **Calendar Year** whichever is later on the current **Year** prior to the **Year** the **Tax** exemption is being requested for. The **Municipal Property Tax Exemption** Bylaw must be adopted by **Council** each **Calendar Year** during the **Term** of the **Revitalization Tax Exemption** on or before October 31st of the current **Year** to be effective for **Tax** exemption for the following **Year**

**SCHEDULE "C" of Bylaw 2674
AGREEMENT**

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

BETWEEN:

(the "**Owner**")

AND

The City of Rossland
1899 Columbia Ave
PO Box 1179
Rossland, BC V0G 1Y0

(the "**City**")

Collectively known as the "**Parties**"

GIVEN THAT

- A.** A **Revitalization Tax Exemption** program under Bylaw No. 2674 has been established for the purpose of encouraging revitalization of **Property Classes**, 4 (industrial), 5(light industrial), 6 (business and other) and 8(recreation & non-profit) within the **City**;
- B.** A **Revitalization Tax Exemption** program requires **Owners** to achieve two or more objectives outlined in Bylaw No. 2674;
- C.** The **Land** and **Improvements** that are the subject of this **Agreement** are located within Schedule "B" to Bylaw 2674 known as the **Revitalization Area**;
- D.** This **Agreement** contains the terms and conditions respecting the provision of a **Municipal Property Tax** exemption under the Bylaw No. 2674;
- E.** The **Parties** wish to enter into this Agreement and register when it is applicable against the **Title** to the **Land** and **Improvements** 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 **City** consideration in the amount of \$10.00 (Ten) Dollars, the receipt and sufficiency of which are acknowledged by the **City**, the **Parties** covenant and agree with each other as follows:

1. Definitions

The "Definitions" in this **Agreement** applies to the Bylaw No.2674 and to Schedule "D" and the "**Interpretation**" section of Bylaw No. 2674 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 **Land** and **Improvements** as determined by the **Assessment Authority** in the assessment region of the Province of BC 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 **Land** and **Improvements** and citing the terms and conditions of this Agreement as the "standard charge terms" for the purposes 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 **City** 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 of this **Agreement** was made;

3. Land And Improvements

The **Tax** exemption provided for under the Bylaw 2674 applies in respect of:

(1) a new construction of **Land** and **Improvement**, the **Assessed Value** or the **Building Permit Value** whichever is the lesser of the two is in excess of \$10,000;

or

(2) the alteration and improvement of an existing **Land** and **Improvement**, where the **Assessed Value** or the **Building Permit Value** whichever is the lesser of the two is in excess of \$10,000.00

4. Revitalization Tax Exemption Certificate

(1) **Council** must issue a **Revitalization Tax Exemption Certificate** to the **Owner** if the **Land** and **Improvements** are in compliance with Section 4 of Bylaw 2674 and this **Agreement** for the applicable **Tax Year**.

5. Tax Exemption

(1) So long as a **Revitalization Tax Exemption Certificate** in respect of the **Land** and **Improvements** has not been cancelled, the **Land** and **Improvements** are exempt from **Tax**, to the extent, for the **Term** and subject to the conditions provided in the **Certificate**, from **Municipal Property Taxation**.

6. Cancellation

(1) The **Revitalization Tax Exemption Certificate** may be cancelled by the **Council** of the City:

(i) on the request of the **Owner**,

or

(ii) if any of the conditions in the **Certificate** are not met.

7. Owner's Obligations

(1) The **Owner** must pay to the **City's** the cost of all works and services associated with the new **Land** and **Improvements** or alteration to new **Land** and **Improvements**, to existing storm and sanitary sewers, water connections, water mains, water meters, and other municipal services where applicable;

(2) The **Owner** must comply where applicable relating to Section 4 of Bylaw 2674 with:

(i) all enactments, laws, statutes, regulations and orders of any authority having jurisdiction, including bylaws of the **City**: and

(ii) all federal, provincial, municipal and environmental licences, permits and approvals required under applicable enactments.

8. Obligations Of The City

(1) The **City** must issue a **Revitalization Tax Exemption Certificate** to the **Owner** in respect of the new or alterations or improvements to **Land** and **Improvements**, so long as the **Owner** and the **Land** and **Improvements** are in compliance with the Bylaw 2674 and this **Agreement**.

9. City's Rights And Powers

(1) Other than the right and power to levy and collect property taxes nothing contained or implied in this **Agreement** prejudices or affects the rights and powers of the **City** 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 **Land** and **Improvements**, all of which may be fully and effectively exercised in relation to the **Land** and **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 **City** 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 **City** 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 except those specifically approved in writing by the **City** or in favour of the **City**. It is understood between the **Parties** that Sections 250 to 259 of the *Community Charter* is not waived relating to the recovery of taxes including the priority of the charge against the **Parcel**

(3) The covenant if 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 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 **Assessed Value** of the new or altered or improved **Land** and **Improvements** under this **Agreement** whether by subdivision plan, strata plan, or otherwise.

(4) 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 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:

City of Rossland, PO Box 1179, 1899 Columbia Ave, Rossland, BC V0G 1Y0

(5) No amendment or waiver of any portion of this **Agreement** shall be valid unless in writing and executed by the **Parties** to 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 **City** or the **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 solely that of the **Owner**

(9) 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 **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 **City** and the **Agreement** terminates forthwith without any obligation whatsoever on the **City**.

(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** 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**

(14) This **Agreement** shall be construed according to the laws of the Province of British Columbia

City Officer

Corporate Officer Or Designate

Owner

Witness

SCHEDULE "D" of Bylaw 2674

REVITALIZATION TAX EXEMPTION CERTIFICATE

Definitions:

The "Definitions" of the **Agreement** and the "Interpretation" of Bylaw 2488 applies to this **Certificate**.

Parcel Identification And Initial Term Of Exemption

In accordance with the **Revitalization Tax Exemption** Bylaw 2674, and in accordance with a **Revitalization Tax Exemption Agreement-Schedule "C"** of Bylaw 2674 dated for reference the ____ day of ____, 20__ (the "**Agreement**") entered into between the City of Rossland (the "**City**") and _____ (the "**Owner**"), the registered **Owner(s)** of the **Parcel** described in the attachment to Schedule "D", this **Certificate** certifies that the **Parcels** (as defined in the attachment) is subject to a **Revitalization Tax Exemption** on the **Parcel** (as per the attachment to Schedule "B") for the years ____ through ____ subject to the inclusion of the **Parcel** in the annual Property Tax Exemption Bylaw adopted by Council on or before October 31st annually.

Conditions

The **Revitalization 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 **Parcel** is not put to any use that is not permitted by the City's Zoning Bylaw and any amendments thereto.
- (3) the **Owner** has provided a copy of the building permit indicating the declared value upon which the building permit fees were assessed;
- (4) the **Owner** has obtained a written letter from the jurisdiction of authority that there are no violation of any Building Code, Electrical Code, Plumbing Code, Fire Code, Development Permit, Development Variance Permit and Zoning Bylaw relating to Section 4 of Bylaw 2674.

Cancellation

If any of the foregoing **Conditions** are not met or the **Owner** has requested cancellation then the **Council** may cancel this **Revitalization Tax Exemption Certificate**.

Amount Of Tax Exemption

The **Revitalization Tax Exemption** shall be determined using the following formula:

- (1) In the first property taxable **Year**, the **Revitalization Tax Exemption** shall be equal to the percentage of completion of the **Land** and **Improvements** as determined by the building inspector or designated person of the **City** estimated as at October 31st of the current **Year**;
- (2) The percentage of completion as determined in (1) above shall be applied to the **Building Permit Value** which shall be the deemed amount of **Assessed Value** for the first property taxable Year;
- (3) The **Tax** exemptions provided under Bylaw 2674 are such that the **Tax** payable is:

(a) in respect of the **Revitalization Area** shown in Schedule "A":

(i) **Year 1:**

Base Amount

(ii) **Year 2:**

Base Amount plus 20% of the difference between **Base Amount** and **Full Assessment**;

(iii) **Year 3:**

Base Amount plus 40% of the difference between **Base Amount** and **Full Assessment**;

(iv) **Year 4:**

Base Amount plus 60% of the difference between **Base Amount** and **Full Assessment**;

(v) **Year 5:** plus 80% of the difference between **Base Amount** and **Full Assessment**;

(vi) **Year 6: Full Assessment**

Recapture Amount Of Tax On Cancellation

If the **Owner violates** any **Conditions** and the **Council** cancels this Certificate, the recapture of Tax shall be calculated effective the date of cancellation based on the following formula:

- Municipal value **Tax** rate times the **Building Permit Value** or the **Assessed Value** whichever is the lesser of the two for which the **Revitalization Tax Exemption** was based upon.

This **Certificate** is issued under the under the **Revitalization Tax Exemption** Bylaw and the **\$10.00 fee** has been received:

Chief Financial Officer or Designate

Date