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## **COUNCIL MEETING AGENDA**

**MONDAY, FEBRUARY 1, 2010**

*Immediately following the adjournment of the Committee of the Whole Meeting*

1. **ADOPTION OF MINUTES**

- a) of the Council meeting held January 18, 2010 - Pages 1 to 5

***Recommendation: THAT the minutes of the meeting of Council held January 18, 2010 be adopted.***

2. **APPROVAL OF AGENDA**

3. **PRESENTATIONS**

4. **DELEGATIONS**

5. **UNFINISHED BUSINESS**

6. **CORRESPONDENCE**

7. **DISCUSSION RELATED TO DELEGATIONS OR CORRESPONDENCE**

8. **REPORTS**

- a) Committee of the Whole - January 18, 2010 - Pages 6 to 7

- (1) Director of Community Planning - Comments Submitted by the Parksville Community Garden and Parkland Society re: Proposed Relocation of the Community Garden to Parksville Civic and Technology Centre Park  
*Staff met with members of the Parksville Community Garden and Parkland Society to go over the technical aspects of relocating the Community Garden to the Parksville Civic and Technology Centre Park site. In response, the Garden Society has put together an alternative materials list and cost estimate.*

***Recommendation: THAT the report from the Director of Community Planning dated January 4, 2010 entitled "Consideration of Comments Submitted by the Parksville Community Garden and Parkland Society with Respect to the Proposed Relocation of the Community Garden to the Parksville Civic and Technology Centre Park" be received for additional information.***

- (2) Director of Community Planning - Zoning Bylaw Amendment to the P-1 Zone to Permit Food and Beverage Sales at the Visitor Centre [1275 Island Highway East]

*The City received a request from the Parksville and District Chamber of Commerce for an amendment to the current zoning to permit an outdoor food vendor at the Visitor Centre located in the Rotary Peace Park.*

**Recommendation: THAT the report from the Director of Community Planning dated January 7, 2010 entitled "Consideration of a Zoning Bylaw Amendment to the P-1 Zone to permit Food And Beverage Sales at the Rotary Peace Park Visitor Centre on Park, Block 564, Nanoose District, Plan VIP60816 (1275 Island Highway East)" be received;**  
**AND THAT the advertising costs and any other "out of pocket" costs associated with the amendment process be submitted by the Parksville and District Chamber of Commerce;**  
**AND FURTHER THAT staff be directed to draft a zoning amendment bylaw and commence the statutory process for the property legally described as Park, Block 564, Nanoose District, Plan VIP60816 to permit the use of 'food and beverage sales'.**

- (3) Director of Community Planning - Proposed Terms of Reference for an Official Community Plan Review and Official Community Plan Advisory Committee

*The purpose of this report is to outline the proposed Terms of Reference for the hiring of a Consultant; a suggested approach; and, Terms of Reference for an Advisory Committee, for an Official Community Plan review.*

**Recommendation: THAT the report from the Director of Community Planning dated December 21, 2009 entitled "Proposed Terms of Reference for an Official Community Plan" be received;**  
**AND THAT staff be directed to prepare a draft citizen response survey including the estimated costs of mailout and data compilation, for Council's review;**  
**AND FURTHER THAT upon receipt and review of the results of the survey, Council revisit the requirement for an Official Community Plan review.**

- (4) Director of Engineering & Operations - Water and Sewer Connections on Properties with Carriage Houses

*Staff have been directed by Council to review the option of a bylaw amendment to permit two water and sewer connections on properties with carriage houses.*

**Recommendation: THAT the report from the Director of Engineering and Operations dated January 12, 2009 entitled "Water and Sewer Connections on Properties with Carriage Houses", be received;**  
**AND THAT staff be directed to bring forward amendments to the Water Service System Bylaw No. 1320 and the Sanitary and Storm Sewerage Bylaw No. 1319 to specifically permit two water and sewer connections on properties with carriage houses.**

b) Deputy Corporate Administrator - Proposed Amendments to Downtown Revitalization Tax Exemption Bylaw - Pages 8 to 42

*To address concerns raised during our ongoing bylaw review process, it has come to our attention that "Downtown Revitalization Tax Exemption Bylaw, 2007, No. 1433" requires clarification and more specific details on the application process, conditions and deadlines that must be met.*

**Recommendation: THAT the report from the Deputy Corporate Administrator dated January 26, 2010 entitled "Proposed Amendments to Downtown Revitalization Tax Exemption Bylaw", be received;  
AND THAT staff be instructed to bring forward the draft "Downtown Revitalization Tax Exemption Bylaw, attached to the Deputy Corporate Administrator's report dated January 26, 2010 for reading consideration by Council.**

c) Executive Assistant - 2010 Special Event Applications

*Due to the events application deadline of January 29, 2010 - this report will be distributed at the meeting.*

9. BYLAWS

a) "Firearms Regulation Bylaw, 2010, No. 1458"

*A review of current bylaws has revealed two bylaws surrounding the discharge of firearms, slingshots and dangerous devices in the municipality adopted by Council in 1955 and 1976 are outdated. Staff has drafted an updated bylaw to regulate and prohibit the discharge of firearms and the use of bows while at the same time repealing the two outdated bylaws.*

**(i) Recommendation: THAT "Firearms Regulation Bylaw, 2010, No. 1458" be adopted.**

b) "Traffic Bylaw Amendment Bylaw, 2010, No. 1436.1"

*To address complaints received from the public, Staff is recommending an amendment to "Traffic Bylaw, 2009, No. 1436" to regulate the stopping, standing and parking of buses on City streets.*

**(i) Recommendation: THAT "Traffic Bylaw Amendment Bylaw, 2010, No. 1436.1" be adopted.**

c) "Sanitary and Storm Sewerage System Amendment Bylaw, 2010, No. 1319.8" - Pages 43

*Council resolution No. 09-287 of November 16, 2009 states that staff review the option of a bylaw amendment to permit two water and sewer connections on properties with carriage houses.*

**(i) Recommendation: THAT "Sanitary and Storm Sewerage System Amendment Bylaw, 2010, No. 1319.8" be read a first time.**

**(ii) Recommendation: THAT "Sanitary and Storm Sewerage System Amendment Bylaw, 2010, No. 1319.8" be read a second and third time.**

- d) "Water Service System Amendment Bylaw, 2010, No. 1320.17" - Page 44  
*Council Resolution No. 09-287 of November 16, 2009 states that staff review the option of a bylaw amendment to permit two water and sewer connections on properties with carriage houses. Also included is a housekeeping amendment to rename Schedule "C" to Schedule "A" as Schedules A and B were deleted via previous amendment bylaws.*
- (i) **Recommendation: THAT "Water Service System Amendment Bylaw, 2010, No. 1320.17" be read a first time.**
- (ii) **Recommendation: THAT "Water Service System Amendment Bylaw, 2010, No. 1320.17" be read a second and third time.**

10. NEW BUSINESS

11. NOTICE OF MOTION

12. SPECIAL BUSINESS (Closed/In Camera)

Pursuant to Sections 90 (1) (c) of the *Community Charter* Council proceed to a closed meeting to consider an item relating to labour.

13. ADJOURNMENT

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# TO BE ADOPTED

AGENDA  
COUNCIL  
FEB 01 2010  
DATE

4689.

CITY OF PARKSVILLE

January 18, 2010

Minutes of the meeting of Council held in the Civic and Technology Centre, 100 Jensen Avenue East, Parksville, BC, on Monday, January 18, 2010 at 8:18 p.m.

**PRESENT:** His Worship Mayor E. F. Mayne

Councillors: C. R Burger  
A. R. Greir  
M. Lefebvre  
T. C. Patterson  
S. E. Powell  
C. J. Powell-Davidson

Staff: F. Manson, Chief Administrative Officer  
L. Kitchen, Deputy Corporate Administrator  
G. Jackson, Director of Community Planning  
D. Banks, Fire Chief

1. **ADOPTION OF MINUTES**

10-001 Patterson - Lefebvre  
THAT the minutes of the meeting of Council held December 21, 2009 be adopted. CARRIED.

2. **APPROVAL OF AGENDA**

10-002 Lefebvre - Powell-Davidson  
THAT the January 18, 2010 Council meeting agenda be approved. CARRIED.

3. **PRESENTATIONS** - Nil

4. **DELEGATIONS** - Nil

5. **UNFINISHED BUSINESS** - Nil

6. **CORRESPONDENCE** - Nil

7. **DISCUSSION RELATED TO DELEGATIONS OR CORRESPONDENCE** - Nil

8. **REPORTS**

a) **Fire Chief - Tender Pre-Qualifications for Construction Management of Fire Hall Expansion Project**

10-003 Greir - Powell  
THAT the report from the Fire Chief dated January 11, 2010 entitled "Tender Pre-Qualifications for Construction Management of Fire Hall Expansion Project", be received;  
AND THAT Liberty Contract Management, Keith Paskin Project Management Services Ltd.; and Windley Contracting Ltd. be invited to submit proposals for construction management services for the Fire Hall Expansion Project."  
CARRIED.

**PAGE**

1

- b) **Director of Community Planning - Community Tourism Program Funds - Vehicular Way-Finding Signage - Updated Sign Locations**
- 10-004 Lefebvre - Greir  
THAT the report from the Director of Community Planning dated December 10, 2009 regarding Community Tourism Program Funds – Vehicular Wayfinding Signage – Updated Sign Locations, be received for information;  
AND THAT staff be directed to proceed to relocate the sign earmarked for Highway 19A on the west side of the Englishman River at the orange bridge to the intersection of Stanhope Road and Island Highway 19A. CARRIED.
- c) **Director of Community Planning - Consideration of Comment to the Regional District of Nanaimo Regional Sustainability Strategy**
- 10-005 Powell - Lefebvre  
THAT the report from the Director of Community Planning dated January 4, 2010 regarding consideration of comment to the Regional District of Nanaimo Regional Sustainability Strategy, be received;  
AND THAT staff be directed to advise the Regional District of Nanaimo that it supports the goals and principles expressed in the Regional Sustainability Strategy, however support is not given for the level of detail in some sections as outlined in Schedule A attached to the Director of Community Planning's report dated January 4, 2010;  
AND FURTHER THAT the Regional District of Nanaimo be advised the City requests another opportunity to review any revisions to the Regional Sustainability Strategy prior to indicating acceptance of the Strategy. CARRIED.
- d) **Director of Community Planning - Proposed Amendment to Traffic Bylaw to Regulate the Standing, Stopping and Parking of Buses on City Streets**
- 10-006 Greir - Lefebvre  
THAT the report from the Director of Community Planning dated January 5, 2010 entitled "Traffic Bylaw Amendment", be received;  
AND THAT staff be instructed to bring forward for Council's consideration an amendment to "Traffic Bylaw, 2009, 1436" to regulate the standing, stopping and parking of buses on City streets as per the draft amendment bylaw attached to the Director of Community Planning's report dated January 5, 2010. CARRIED.
- e) **Deputy Corporate Administrator - Review of Corporate Policy Manual - Use of Civic Emblem and Flag by Public Policy No. 2.14**
- 10-007 Lefebvre - Burger  
THAT the report from the Deputy Corporate Administrator dated January 7, 2010 entitled " Review of Corporate Policy Manual – Use of Civic Emblem and Flag by the Public – Policy No. 2.14", be received;  
AND THAT Corporate Policy No. 2.14 "Use of Civic Emblem and Flag by the Public" be repealed;  
AND FURTHER THAT the draft "Corporate Identity, Graphic Standards and Their Use Policy No. 2.21" attached to the Deputy Corporate Administrator's report dated January 7, 2010, be approved. CARRIED.

9. **BYLAWS**

- a) **"Five Year Financial Plan Amendment Bylaw, 2009 - 2013, No. 1451.3"**  
Lefebvre - Powell-Davidson  
10-008 THAT "Five Year Financial Plan Amendment Bylaw, 2009 - 2013, No. 1451.3" be adopted. CARRIED.
- b) **"Water Service System Amendment Bylaw, 2009, No. 1320.16"**  
Greir - Lefebvre  
10-009 THAT "Water Service System Amendment Bylaw, 2009, No. 1320.16" be adopted. CARRIED.
- c) **"Firearms Regulation Bylaw, 2010, No. 1458"**  
Powell-Davidson - Powell  
10-010 THAT "Firearms Regulation Bylaw, 2010, No. 1458" be read a first time. CARRIED.  
Burger - Lefebvre  
10-011 THAT "Firearms Regulation Bylaw, 2010, No. 1458" be read a second and third time. CARRIED.
- d) **"Traffic Bylaw Amendment Bylaw, 2010, No. 1436.1"**  
Lefebvre - Powell-Davidson  
10-012 THAT "Traffic Bylaw Amendment Bylaw, 2010, No. 1436.1" be read a first time. CARRIED.  
Lefebvre - Burger  
10-013 THAT "Traffic Bylaw Amendment Bylaw, 2010, No. 1436.1" be read a second and third time. CARRIED.

10. **NEW BUSINESS**

- a) **Federation of Canadian Municipalities - Reconstruction Efforts in Haiti**  
Lefebvre - Greir  
10-014 THAT the City consider opportunities made available through the Federation of Canadian Municipalities to contribute towards the long term reconstruction of Haiti once the emergency response phase is over. CARRIED.
- b) **Parksville & District Chamber of Commerce - Community Awards "The Glassies"**  
Burger - Powell  
10-015 THAT the City sponsor the Parksville and District Glassie award for the Citizen of the Year at a cost of \$350;  
AND THAT the funding be provided from Council contingency. CARRIED.

- c) **Memorial Plaque - Mr. Ray M. Young**  
Powell - Lefebvre  
10-016 THAT in memory of Mr. Ray M. Young, for his significant contribution to Parksville through his service as a municipal Councillor in 1948, Mayor from 1955-1956 and 1970-1975, as well as serving as Chairman of the Centennial Project in 1967, a plaque be prepared for placement on a memorial bench;  
AND THAT Mr. Young's family be advised of the time and location of the placement of a memorial plaque;  
AND FURTHER THAT funds for preparation of the memorial plaque be provided from Council contingency. CARRIED.
- d) **Rise and Report from Committee of the Whole - January 18, 2010**  
Lefebvre - Burger  
10-017 THAT the report from the Director of Community Planning dated November 26, 2009 entitled "Consideration of Technical Information for Locating the Community Garden at the Parksville Civic and Technology Centre Park" be received;  
AND THAT the Parksville Civic and Technology Centre Park site be designated the permanent location of the Community Garden;  
AND THAT Option 2 (preparing the site to a level that is 'ready to use') contained in the report from the Director of Community Planning dated November 26, 2009 be referred to the Advisory Design Panel for review of screening requirements;  
AND THAT Option 2 (preparing the site to a level that is "ready to use") be agreed to in principle;  
AND THAT staff be directed to prepare a policy to administer the operations of the Community Garden program at the Parksville Civic and Technology Centre Park;  
AND FURTHER THAT the matter of funding necessary to implement Option 2 be referred back to the Parksville Community Garden and Parkland Society to determine the amount of funding that will be required from the City of Parksville.  
CARRIED.
- e) **Deputy Corporate Administrator - Expression of Interest to Host the 2011 Association of Vancouver Island and Coastal Communities Convention**  
Burger - Patterson  
10-018 THAT the report from the Deputy Corporate Administrator dated January 14, 2010 entitled "Bid to Host the 2011 Association of Vancouver Island and Coastal Communities Convention", be received;  
AND THAT a decision on whether the City wishes to submit an expression of interest to host the Association of Vancouver Island and Coastal Communities 2011 convention be postponed to the next meeting of Council.  
CARRIED.

11. **NOTICE OF MOTION**

- a) **Councillor Greir - Justice System Legislation - Resolution for 2010 AVICC Convention**  
Greir - Burger  
10-019 THAT Council endorse the following resolution for submission to the Association of Vancouver Island Coastal Communities (AVICC) 2010 Annual General Meeting:



**WHEREAS** elected officials have a responsibility to provide for the protection and safety of the citizens of all communities and only the federal government has the ability to change the necessary justice system legislation;

**AND WHEREAS** the diminishing effectiveness of the Canadian criminal justice system to control crime and the public's loss of confidence in the system has resulted in the subsequent deteriorating effectiveness of our police agencies to control crime;

**THEREFORE BE IT RESOLVED** that the provincial government petition the federal government to review the Canadian criminal justice system, with input from the RCMP, towards:

- 1) finding ways to limit the court's ability to interpret laws to benefit lawbreakers, to the detriment of the victims;
- 2) Crown Counsel be more open to approving charges beyond those that have a substantial likelihood of a conviction;
- 3) improving sentencing guidelines to ensure that the legislated maximum penalties are imposed for lawbreaking convictions;
- 4) emphasizing the protection of society and the responsibility of individuals for their criminal behaviour; and
- 5) emphasizing the rights of law abiding citizens over that of criminals.

CARRIED.

**12. SPECIAL BUSINESS**

10-020 Lefebvre - Burger  
Pursuant to Sections 90 (1) (c) and (e) of the *Community Charter* Council proceed to a closed meeting to consider items relating to personnel and disposition of land. CARRIED.

Time 9:21 p.m.

Council reconvened at 10:27 p.m.

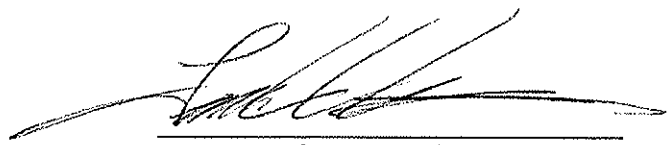
**13. ADJOURNMENT**

It was moved by Councillor Greir and seconded by Councillor Burger that the meeting adjourn. CARRIED.

The meeting adjourned at 10:27 p.m.

Certified Correct.

\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Corporate Officer

January 20, 2010

**REPORT TO: MAYOR AND COUNCIL**  
**FROM: COMMITTEE OF THE WHOLE**  
**SUBJECT: JANUARY 18, 2010 MEETING RECOMMENDATION**

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The following items were considered by the Committee of the Whole at its meeting held Monday, January 18, 2010:

**RECOMMENDATIONS**

- (1) **Director of Community Planning - Comments Submitted by the Parkville Community Garden and Parkland Society with Respect to the Proposed Relocation of the Community Garden to Parkville Civic and Technology Centre Park**

**THAT** the report from the Director of Community Planning dated January 4, 2010 entitled "Consideration of Comments Submitted by the Parkville Community Garden and Parkland Society with Respect to the Proposed Relocation of the Community Garden to the Parkville Civic and Technology Centre Park" be received for additional information.

*Council brought the following recommendation forward to the January 18, 2010 meeting of Council where it was passed – Council Resolution No. 10-017:*

- (2) **Director of Community Planning - Technical Information for Locating the Community Garden at Parkville Civic and Technology Centre Park**

**THAT** the report from the Director of Community Planning dated November 26, 2009 entitled "Consideration of Technical Information for Locating the Community Garden at the Parkville Civic and Technology Centre Park" be received;

**AND THAT** the Parkville Civic and Technology Centre Park site be designated the permanent location of the Community Garden;

**AND THAT** Option 2 (preparing the site to a level that is 'ready to use') contained in the report from the Director of Community Planning dated November 26, 2009 be referred to the Advisory Design Panel for review of screening requirements;

**AND THAT** Option 2 (preparing the site to a level that is "ready to use") be agreed to in principle;

**AND THAT** staff be directed to prepare a policy to administer the operations of the Community Garden program at the Parkville Civic and Technology Centre Park;

**AND THAT** the matter of funding necessary to implement Option 2 be referred back to the Parkville Community Garden and Parkland Society to determine the amount of funding that will be required from the City of Parkville;

**AND FURTHER THAT** Council rise and report at the January 18, 2010 meeting of Council.

(3) **Director of Community Planning - Zoning Bylaw Amendment to the P-1 Zone to permit Food and Beverage Sales at the Visitor Centre [1275 Island Highway East]**

**THAT** the report from the Director of Community Planning dated January 7, 2010 entitled "Consideration of a Zoning Bylaw Amendment to the P-1 Zone to permit Food And Beverage Sales at the Rotary Peace Park Visitor Centre on Park, Block 564, Nanoose District, Plan VIP60816 (1275 Island Highway East)" be received;  
**AND THAT** the advertising costs and any other "out of pocket" costs associated with the amendment process be submitted by the Parksville and District Chamber of Commerce;  
**AND FURTHER THAT** staff be directed to draft a zoning amendment bylaw and commence the statutory process for the property legally described as Park, Block 564, Nanoose District, Plan VIP60816 to permit the use of 'food and beverage sales'.

(4) **Director of Community Planning - Proposed Terms of Reference for an Official Community Plan Review and Official Community Plan Advisory Committee**

**THAT** the report from the Director of Community Planning dated December 21, 2009 entitled "Proposed Terms of Reference for an Official Community Plan" be received;  
**AND THAT** staff be directed to prepare a draft citizen response survey including the estimated costs of mailout and data compilation, for Council's review;  
**AND FURTHER THAT** upon receipt and review of the results of the survey, Council revisit the requirement for an Official Community Plan review.

(5) **Director of Engineering & Operations - Water and Sewer Connections on Properties with Carriage Houses**

**THAT** the report from the Director of Engineering and Operations dated January 12, 2009 entitled "Water and Sewer Connections on Properties with Carriage Houses", be received;  
**AND THAT** staff be directed to bring forward amendments to the Water Service System Bylaw No. 1320 and the Sanitary and Storm Sewerage Bylaw No. 1319 to specifically permit two water and sewer connections on properties with carriage houses.



ED MAYNE, Chair  
COMMITTEE OF THE WHOLE

## Report to Council

January 26, 2010

**REPORT TO:** F. C. MANSON, CHIEF ADMINISTRATIVE OFFICER

**FROM:** LYNN KITCHEN, DEPUTY CORPORATE ADMINISTRATOR

**SUBJECT:** PROPOSED AMENDMENTS TO DOWNTOWN REVITALIZATION  
TAX EXEMPTION BYLAW

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### ISSUE:

Consideration of amendments to "Downtown Revitalization Tax Exemption Bylaw, 2007, No. 1433".

### EXECUTIVE SUMMARY:

To address concerns raised during our ongoing bylaw review process, it has come to our attention that "Downtown Revitalization Tax Exemption Bylaw, 2007, No. 1433" requires clarification and more specific details on the application process, conditions and deadlines that must be met.

### REFERENCE:

*Community Charter*  
*BC Assessment Act*  
*Council Resolution 06-155, May 15, 2006*  
*"Downtown Revitalization Tax Exemption Bylaw, 2007, No. 1433"*  
*Draft "Downtown Revitalization Tax Exemption Bylaw, 2010, No. \_\_\_\_"*

### BACKGROUND:

As part of the strategy to revitalize the downtown, on May 15, 2006 Council passed a resolution that a Revitalization Taxation Exemption Bylaw be prepared for those properties identified in the downtown core with uses listed as being permitted in "C-3" zoning. The individual exemptions were to be granted for a five year term. On August 20, 2007 "Downtown Revitalization Tax Exemption Bylaw, 2007, No. 1433" was adopted (Attachment #4).

On November 2, 2009 an amendment bylaw was brought forward and adopted to expand the Revitalization Area (since adoption of Bylaw 1433, no applications for tax exemptions had been received). Since that time, the City has received its first application for a Downtown Revitalization Tax Exemption.

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As a result of the City's ongoing review of bylaws in general, and the actual processing of the City's first application for a revitalization tax exemption to determine if it met the bylaw requirements, an in-depth review of the contents of Bylaw 1433 was carried out.

**OPTIONS:**

1. Staff be directed to bring forward a new Downtown Revitalization Tax Exemption Bylaw that contains clarification of the process and deadlines that must be met, and provides more specific details on the application conditions, and that "Downtown Revitalization Tax Exemption Bylaw, 2007, No. 1433" be repealed.
2. Maintain the status quo.

**ANALYSIS:**

1. Through the bylaw review, it was discovered that there were a number of potential "loopholes" in the current bylaw that needed to be addressed. Attachment #1 identifies the legislation followed, and the main areas requiring clarification in the bylaw. Attachment #2 briefly outlines how the program works. The proposed amendments to the Downtown Revitalization Tax Exemption bylaw were so numerous that staff recommend it would be more expedient to repeal Bylaw No. 1433 and introduce a new Downtown Revitalization Tax Exemption Bylaw. The introduction of a new Downtown Revitalization Tax Exemption bylaw does not negatively impact the only application received thus far.

Discussions with representatives from other municipalities who have also enacted revitalization tax exemption bylaws revealed similar frustrations with this particular section of legislation, especially when it came to timeline requirements. As a result of this sharing of information, we were able to benefit from their experience in the development of the new draft bylaw.

2. Maintaining the status quo – this would leave the municipality open to misleading interpretation of the intent of the bylaw and potential challenge.

**SUSTAINABILITY IMPLICATIONS / ENVIRONMENTAL IMPLICATIONS:** N/A

**FINANCIAL:** The annual property tax exemption by property class on an exemption assessed at \$100,000 at 2009 municipal tax rates on the municipal portion only is \$1,178.

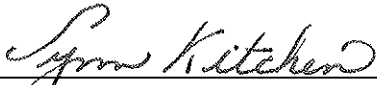
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**RECOMMENDATION:**

**THAT** the report from the Deputy Corporate Administrator dated January 26, 2010 entitled "Proposed Amendments to Downtown Revitalization Tax Exemption Bylaw", be received;

**AND THAT** staff be instructed to bring forward the draft "Downtown Revitalization Tax Exemption Bylaw", attached to the Deputy Corporate Administrator's report dated January 26, 2010 for reading consideration by Council;

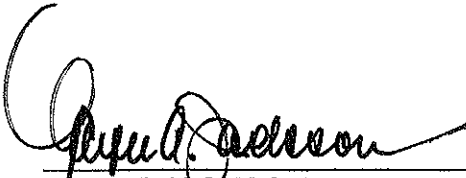
Respectfully submitted,



LYNN KITCHEN  
Deputy Corporate Administrator

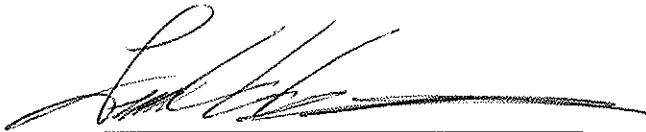
Attachments

DIRECTOR OF COMMUNITY PLANNING



GAYLE JACKSON

CHIEF ADMINISTRATIVE OFFICER COMMENTS:



F. C. MANSON, CGA  
Chief Administrative Officer

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Reasons for introducing a new Revitalization Tax Exemption Bylaw and repealing Bylaw No. 1433

Legislation	Current Bylaw	Proposed Bylaw
<p>226 (4) 1. reasons for and objective of program</p>	<p>Encouraging revitalization in a portion of the municipality</p>	<p>Council wishes to establish a revitalization tax exemption program to encourage property investment and revitalization in the Revitalization Area and Council's objective is to offer incentives to stimulate and reinforce private sector development initiatives in the Revitalization Area by promoting property investment within the Downtown Commercial zone and to reinforce the City's investment in infrastructure upgrades and beautification projects</p>
<p>226 (4) 3. description of the kinds of properties or activities that will be eligible for the exemption</p> <p>226 (5) a revitalization program may be different for different activities and circumstances related to a property or its uses and different uses as established by a zoning bylaw</p>	<p>Property is zoned Downtown Commercial (C-3) under the City's zoning bylaw</p>	<p>Remove all references to the "C-3 zone" and replace with "commercial use" that includes retail trade and services, office, bank, food catering facility, cinema or movie theatre, shopping centre, transportation terminal, mixed commercial/ residential or hotel, as defined in the City's Zoning and Development Bylaw.</p> <p>The current C-3 zone, in addition to retail trade and services uses, also contains recreation facility, community use, studio, public assembly, public administration, automobile parking, accessory uses, and in particular single family residential. It is believed the intent of this bylaw is to encourage commercial use revitalization in the downtown core, including mixed commercial/residential.</p>
	<p>Definitions: does not include definitions for the application or agreement documents (schedules to the bylaw) themselves, however does for the certificate (which is also a Schedule to the bylaw)</p> <p>Definitions for "Base Amount" and "Base Amount Year" are provided however they do not appear anywhere else in the bylaw or Schedules.</p>	<p>Interpretation: includes details regarding what the Agreement, Application and Certificate are (attached as Schedules to the Bylaw)</p>
		<p>Interpretation -- added a number of additional definitions for clarity</p>

Community Charter	Current Bylaw	Proposed Bylaw
	No definition of owner is provided.	Definition of Owner indicates that this bylaw pertains to the legal registered owner of the property <b>and</b> any subsequent owner of the property.
	Application: does not indicate when an application should be made	Application: to be made at same time as a Building Permit is issued
	Conditions: minimal conditions provided in the bylaw. 3(1) and 4 (1) thru (3)	Clearly delineate the conditions that must be met in order to proceed with a Revitalization Tax Exemption Application. Example: important that the condition that an occupancy permit be issued within twenty-four (24) months of application as this would coincide with Section 7. (f) in the Building Bylaw that states "All building permits shall expire two years from the date of issuance"; the application is to be made at the same time as a building permit is issued. Otherwise a loophole exists regarding the timeframe when an application can be made and how long it would be kept active.
Sect. 226 (12) - A revitalization tax exemption certificate or cancellation does not apply to taxation in a calendar year unless it is issued or cancelled, as applicable, on or before October 31, in the preceding year.  and (13) (a)	This date does not appear in the main body of the bylaw – only in Schedule "C" (The Agreement) attached to the Bylaw.	Clarifies that any new improvement or alteration of an existing improvement undertaken prior to submission of an application for tax exemption will not be eligible for consideration.  Clarify in the main body of the bylaw that it is the <u>Assessment Authority</u> that must receive the certificate on or before Oct. 31. October 31 <sup>st</sup> is found throughout the <i>Assessment Act</i> and is commonly known as the "state and condition" date.  A Certificate does not apply to taxation in a calendar year unless the Certificate is received by the Assessment Authority on or before October 31 in the preceding year.  The date of September 30 for receipt of proof conditions are met by the City is utilized in the proposed Bylaw in order to allow staff time for any administrative work to be completed in order to get the Certificate to the Assessment Authority by October 31.



Community Charter	Current Bylaw	Proposed Bylaw
226. (11)	<p>9. A Certificate will be cancelled....</p> <p>Does not indicate that the property owner may request that the certificate be cancelled.</p>	<p>10. A Certificate may be cancelled at the request of the property owner or if any of the conditions specified in the Certificate are not met. (and they are given point by point in the bylaw)</p>
226 (9) (e): Recapture Amount	<p><i>In the event that the conditions under which a Certificate was issued are no longer met by the Owner, as set out in Section 9, the Owner must pay to the City a recapture amount of 100% the foregone property taxes that were exempted under this bylaw.</i></p> <p>This is open ended and interpreted to mean it applies to the entire 5 year exemption period.</p>	<p>Propose: In the event that the conditions under which a Certificate was issued are no longer met by the Owner, as set out in Section 10, resulting in cancellation of a Certificate, the Owner must remit to the City a recapture amount equal to the value of the exemption received after the date of the cancellation of the Certificate.</p> <p>Eg. If a certificate is cancelled in November, BC Assessment will have issued the exemption available at October 31 for the next calendar year. The City would need to recapture the exemption amount granted for this next calendar year.</p>

**Downtown Revitalization Tax Exemption Program – Program Summary**

- Owner of property located in Downtown Commercial Core (Schedule A) – new improvement or alteration of an existing improvement with construction value in excess of \$10,000 and the use is commercial in nature (as defined in bylaw) obtains a City of Parksville building permit and at the same time makes application (\$100 fee) for Revitalization Tax Exemption. The application requires identification of the current use, current assessed value, description of proposed revitalization, years being applied for, value of construction and Building Permit Number. If the application is accepted...
- The Owner enters into a Revitalization Tax Exemption Agreement with the City
- The Owner has 2 years from the time application is made (a building permit has a 24 month timeframe) to be issued an Occupancy Permit and complete the application process in order to receive a Revitalization Taxation Exemption Certificate. To complete this process, the following is required:
  - 1) A copy of the Agreement duly executed by and on behalf of the owner
  - 2) Occupancy Permit
  - 3) Proof all taxes assessed and rates, charges and fees imposed on the property have been paid
  - 4) Description of new improvements or alteration of existing improvement that would be eligible for municipal tax exemption

All conditions must be met and the Agreement with the City completed by September 30 in order to request the tax exemption for the next calendar year.

- City staff will draw up a Revitalization Taxation Exemption Certificate and submit same to BC Assessment before October 31. If BC Assessment does not receive the certificate by October 31, taxation exemption is not possible for the next calendar year. A Revitalization Tax Certificate (or cancellation) does not apply to taxation in a calendar year unless it is issued or cancelled on or before Oct. 31 in the preceding year.
- A qualifying property owner can receive a Revitalization Tax Exemption for a maximum period of 5 years. This tax exemption program continues to apply if ownership changes within the term of the agreement. The maximum exemption authorized must not exceed the increase in the assessed value of the improvements on the property between the calendar year before construction or alteration began and the calendar year in which the construction or alteration is completed. Further, the property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration as a result of the tax exemption.
- The amount of exemption authorized to calculate the general municipal property tax payable (excluding other property taxes such as School, Regional District, Regional Hospital District and specified area levies) is equal to any increase in the assessed value of improvements attributed to construction or alterations. The maximum amount of the exemption provided is 100% of the municipal property tax payable on the increase in the assessed value.
- The BC Assessment Authority will determine the assessed value of the improvement, which will also determine the value of the Revitalization Tax Exemption. The value of construction may not necessarily reflect the value of the improvement as determined by the BC Assessment Authority. For example, if the assessed value is determined to be less than \$10,000 then the Revitalization Tax Exemption will also be less than the \$10,000 and will be as determined by the BC Assessment Authority.
- The Tax Exemption Certificate may be cancelled at the request of the owner, if the property's use changes to one not included in the bylaw, the owner breaches any covenant or condition of the Agreement or bylaw or the property taxes are in arrears or become delinquent.
- If the Tax Exemption Certificate is cancelled, BC Assessment are to be notified, however if the Assessment Authority do not receive the notification prior to October 31, the bylaw provides for the City to recapture an amount equal to the value of the exemption received after the date of the cancellation of the Certificate.
- This program applies to the legal registered owner of the property and any subsequent owner.

CITY OF PARKSVILLE

BYLAW NO. \_\_\_\_\_

DOWNTOWN REVITALIZATION TAX EXEMPTION

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**WHEREAS** under the provisions of Section 226 of the *Community Charter* the Council may by bylaw adopt a tax exemption program for the purpose of encouraging revitalization in a portion of the municipality;

**AND WHEREAS** Council wishes to establish a revitalization tax exemption program to encourage property investment and revitalization in the Revitalization Area;

**AND WHEREAS** Council's objective is to offer incentives to stimulate and reinforce private sector development initiatives in the Revitalization Area by promoting property investment within the Downtown Commercial zone and to reinforce the City's investment in 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 this notice has been given;

**NOW THEREFORE** the Council of the City of Parksville, in open meeting assembled enacts as follows:

**Title**

1. This Bylaw may be cited for all purposes as the "Downtown Revitalization Tax Exemption Bylaw , 2010, No. \_\_\_\_\_".

**Interpretation**

2. In this Bylaw:

**Agreement** means a Revitalization Tax Exemption Agreement, as set out in Schedule "C" (as may be amended from time to time without a requirement to amend this Bylaw) attached hereto and forming part of this Bylaw, between the owner of property located in the Revitalization Area as set out in Schedule "A", attached hereto and forming part of this Bylaw, and the City of Parksville.

**Application** means a Revitalization Tax Exemption Application, as set out in Schedule "B" (as may be amended from time to time without a requirement to amend this Bylaw), attached hereto and forming part of this Bylaw, from the owner of a property located in the Revitalization Area as set out in Schedule "A" attached hereto and forming part of this Bylaw.

**Assessment Authority** means the Provincial Government assessment authority that provides property assessments on an annual basis for all property owners in the province.

**Assessed Value** has the same meaning as set out in the *Assessment Act*.

**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), attached hereto and forming part of this Bylaw.

**Commercial Use** means retail trade and services, office, bank, food catering facility, cinema or movie theatre, shopping centre, transportation terminal, mixed commercial/residential or hotel as defined in the City of Parksville's Zoning and Development bylaw.

**Corporate Officer** means the Corporate Officer of the City of Parksville who is authorized to execute the documentation necessary to give effect to the provisions of this Bylaw, including the Agreement as set out in Schedule "C", attached hereto and forming part of this Bylaw.

**Municipal Property Tax** means the municipal tax payable, excluding other property taxes such as School, Regional District, Regional Hospital District and specified area levies.

**Owner** means the legal registered owner of property located in the Revitalization Area as set out in Schedule "A" attached hereto and forming part of this Bylaw, and any subsequent owner of the Property or any parts into which the Property is subdivided, and includes any person who is a registered owner in fee simple of the Property from time to time.

**Property** means the legally described land and improvements located in the Revitalization Area as set out in Schedule "A", attached hereto and forming part of this Bylaw, to which a Revitalization Tax Exemption is applied for and as legally described in the Agreement as set out in Schedule "C", attached hereto and forming part of this Bylaw and the Certificate as set out in Schedule "D", attached hereto and forming part of this Bylaw.

**Revitalization Area** means an area designated and shown on Schedule "A" attached hereto and forming part of this Bylaw.

**Program**

3. There is established a revitalization tax exemption program which includes the following:
  - (1) Revitalization Tax Exemptions authorized under this Bylaw apply to property located within the Revitalization Area as set out on Schedule "A" attached hereto and forming part of this Bylaw carrying out:
    - (a) Construction of a new improvement where the Property's use is commercial in nature and where the development has a construction value in excess of \$10,000.00; or
    - (b) Alteration of an existing improvement where the Property's use is commercial in nature and where the alteration has a value in excess of \$10,000.00.
  - (2) Any construction of a new improvement or alteration of an existing improvement as outlined in Section 3 (1) of this Bylaw undertaken prior to the submission of an

Application for a Revitalization Tax Exemption will not be eligible for consideration.

- (3) Application is to be made to the Corporate Officer at the same time as a City of Parksville Building Permit is issued to the owner of property located in the Revitalization Area as set out in Schedule "A", attached hereto and forming part of this Bylaw, to carry out any construction of a new improvement or alteration of an existing improvement as outlined in Section 3 (1) of this Bylaw.
- (4) The maximum Revitalization Tax Exemption authorized under this Bylaw must not exceed the increase in the assessed value of the improvements on the Property between:
  - (a) The calendar year before the construction or alteration began, as outlined under Section 3 (1) of this Bylaw; and
  - (b) The calendar year in which the construction or alteration, as outlined under Section 3 (1) of this Bylaw, is completed.
- (5) The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to construction or alteration, as outlined in Section 3 (1) of this Bylaw, as a result of the Revitalization Tax Exemption.
- (6) The maximum term of a revitalization tax exemption is five (5) years.
- (7) The amount of Revitalization Tax Exemptions authorized under this Bylaw to calculate the general municipal property tax payable, excluding other property taxes such as School, Regional District, Regional Hospital District and specified area levies, is equal to any increase in the assessed value of improvements on the Property attributed to construction or alterations as outlined in Section 3 (1) of this Bylaw. The maximum amount of the exemptions provided under this bylaw is 100% of the municipal property tax payable on the increase in the assessed value.

#### Conditions

4. This bylaw applies only if the following conditions are met:
  - (1) The property is located in the area shown on Schedule "A", attached hereto and forming part of this Bylaw; and
  - (2) Construction of a new improvement where the development has a construction value in excess of \$10,000.00 or alteration of an existing improvement where the alteration has a value in excess of \$10,000.00; and
  - (3) The property's use is commercial in nature; and
  - (4) The owner of the property has entered into an Agreement with the City, as set out in Schedule "C", attached hereto and forming part of this Bylaw; and
  - (5) An Occupancy Permit has been issued within twenty-four (24) months of the Revitalization Tax Exemption Application, as per Schedule "B" attached hereto and forming part of this Bylaw, being accepted by the City.

**Application Process**

5. If an Owner wishes to qualify for a Revitalization Tax Exemption under this Bylaw, the Owner must complete the application process to the satisfaction of the Corporate Officer, who is authorized to execute the documentation necessary to give effect to the provisions of this Bylaw, prior to September 30<sup>th</sup> in the year prior to the year in which the exemption is requested. The application process requires submission of the following:
- (1) A completed written Application, as per Schedule "B" attached hereto and forming part of this Bylaw, made at the time of issuance of a Building Permit.
  - (2) Proof that all taxes assessed and rates, charges, and fees imposed on the property have been paid, and where taxes, rates, or assessments are payable by installments, proof that all installments owing at the date of the Application have been paid; any provision for Development Cost Charge installments shall be pursuant to Section 933 of the *Local Government Act* and Regulation 166/84.
  - (3) Description of the new improvements or the alteration of the existing improvement that would be eligible under the bylaw for a municipal tax exemption;
  - (4) An Application fee in the amount of \$100; and
  - (5) A copy of the Agreement as set out in Schedule "C", attached hereto and forming part of this Bylaw, duly executed by and on behalf of the Owner.
  - (6) A copy of the Occupancy Permit issued upon completion of the construction of a new improvement or alteration or alteration of an existing improvement as outlined in Section 3 (1) of this Bylaw.

**Revitalization Taxation Exemption Certificate**

6. Once the conditions established in Section 3, Section 4, Section 5, and the Agreement set out in Schedule "C", attached hereto and forming part of this Bylaw, have been met, a Certificate must be issued for the property in accordance with the Agreement.
7. The Certificate must, in accordance with the conditions established in Section 3 and the Agreement set out in Schedule "C", attached hereto and forming part of this Bylaw, specify the following:
- (1) The amount of the Revitalization Tax Exemption or the formula for determining the Revitalization Tax Exemption;
  - (2) The term of the Revitalization Tax Exemption;
  - (3) The conditions on which the Revitalization Tax Exemption is provided;
  - (4) That a recapture amount is payable if the Certificate is cancelled and how that amount is to be determined.

8. A Certificate does not apply to taxation in a calendar year unless the Certificate is received by the Assessment Authority on or before October 31 in the preceding year.

**Recapture Amount**

9. In the event that the conditions under which a Certificate was issued are no longer met by the Owner, as set out in Section 10, resulting in cancellation of a Certificate, the Owner must remit to the City a recapture amount equal to the value of the exemption received after the date of the cancellation of the Certificate.

**Cancellation of Certificate**

10. A Certificate may be cancelled at the request of the property owner or if any of the conditions specified in the Certificate are not met. A Certificate will be cancelled if:
- a. The Owner breaches any covenant or condition of this bylaw or the Agreement set out in Schedule "C", attached hereto and forming part of this Bylaw;
  - b. The Owner has allowed the property taxes to go into arrears to become delinquent; or
  - c. The property is put to a use that is not commercial in nature.
11. A Certificate cancellation does not apply to taxation in a calendar year unless the Certificate is cancelled on or before October 31 in the preceding year.

**Severability**

12. If any section, subsection or phrase of this Bylaw is for any reason held to be invalid by a Court of competent jurisdiction, the section, subsection or phrase may be severed from the Bylaw without affecting the validity of the remainder of the Bylaw.
13. Any enactments referred to herein is a reference to an enactment of British Columbia and regulations thereto, as amended, revised, consolidated or replaced from time to time.

**Repeal**

14. Bylaw "Downtown Revitalization Tax Exemption Bylaw, 2007, No. 1433" and all amendments thereto are hereby repealed.

READ A FIRST TIME this

READ A SECOND TIME this

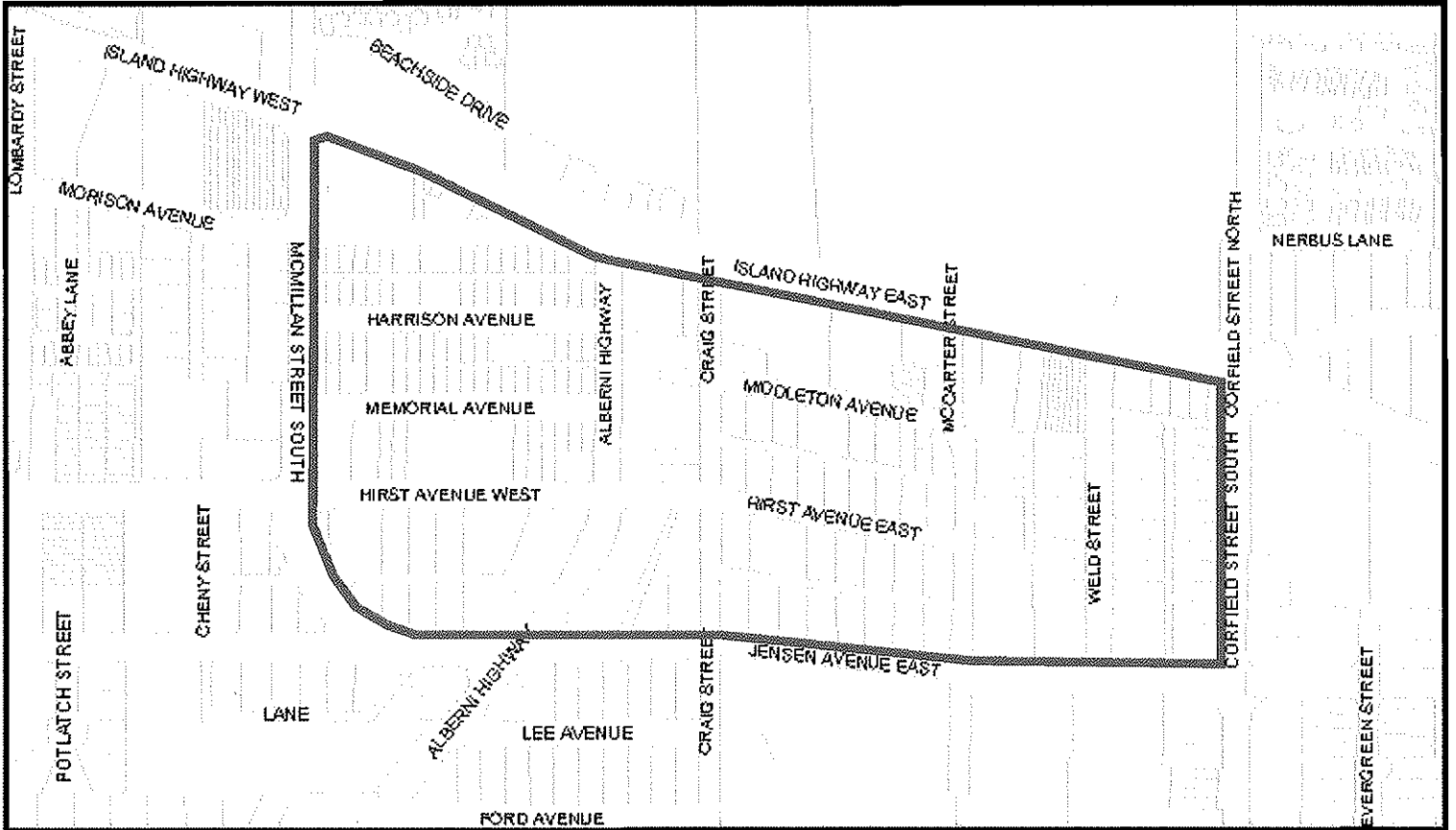
READ A THIRD TIME this

ADOPTED this

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer

**SCHEDULE "A"**  
**REVITALIZATION AREA**





**SCHEDULE "B"**

**REVITALIZATION TAX EXEMPTION APPLICATION**

Date \_\_\_\_\_ Receipt No. \_\_\_\_\_ Application No. \_\_\_\_\_

Property Owner/Applicant \_\_\_\_\_

Mailing Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Cell No. \_\_\_\_\_

**Subject Property:**

Roll No. \_\_\_\_\_ Civic Address \_\_\_\_\_

Legal Description \_\_\_\_\_

Zoning Designation \_\_\_\_\_

Current Use \_\_\_\_\_

Current Assessed Value \_\_\_\_\_

Description of Proposed Revitalization \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Year(s) Applying For: \_\_\_\_\_

Value of Construction: \_\_\_\_\_ Building Permit No. \_\_\_\_\_

Note: Additional Information may be required.

I hereby certify that the above information is to my knowledge accurate, and that I have received and read the Downtown Revitalization Tax Exemption Bylaw No. \_\_\_\_\_ and applicable schedules.

\_\_\_\_\_  
Signature Property Owner/Applicant Date

**SCHEDULE "C"**

**REVITALIZATION TAX EXEMPTION AGREEMENT**

This Agreement dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

BETWEEN

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*Name & Address of Owner (hereinafter called the "Owner")*

The Property to which the tax exemption applies is in the City of Parksville and is legally described as:

AND

**City of Parksville  
PO Box 1390  
100 E. Jensen Avenue  
Parksville, BC V9P 2H3**

(hereinafter called the "City")

**WHEREAS** the City 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;

**AND WHEREAS** Council's objective is to offer incentives to stimulate and reinforce private sector development initiatives in the Revitalization Area by promoting commercial use property investment within the Downtown Revitalization Area and to reinforce the City's investment in infrastructure upgrades and beautification projects;

**AND WHEREAS** the Property that is the subject of this Agreement is located in an area designated by the City as a Revitalization Area legally described as \_\_\_\_\_

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(hereinafter referred to as the "Property")

**AND WHEREAS** the Owner is a registered Owner in fee simple of the Property defined in this Agreement;

**AND WHEREAS** the Property's use is commercial in nature and shall remain an approved commercial use for the duration of this Agreement;

**AND WHEREAS** this Agreement contains the terms and conditions respecting the provision of a municipal property tax exemption under the Bylaw defined in this Agreement;

**AND WHEREAS** the Owner and the City 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 WITNESSETH** 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 City and the 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 the Agreement, together with the General instrument defined in this Agreement

"Assessed Value" means the recent assessed value of the Property as determined by the assessment authority in the area in which the Property is 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 property is located.

"Bylaw" means "Downtown Revitalization Tax Exemption Bylaw , 2010, No. \_\_\_\_\_".and any amendments to it.

"Commercial Use" means retail trade and services, office, bank, food catering facility, cinema or movie theatre, shopping centre, transportation terminal or hotel.

"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 Form) Regulations as amended, and all schedules and addenda to the Form C charging the land and citing the terms and conditions of this Agreement as the "standard charge terms" for the purposes of the Form C;

"Owner" means the legal registered owner and any subsequent owner of the Property or any parts into which the Property is subdivided, and includes any person who is a registered owner in fee simple of the Property from time to time;

"Property" means the legally described land and improvements to which a Revitalization Tax Exemption is applied for and as legally described in this Agreement.

## **TERM**

2. The Owner covenants and agrees with the City that the term of this Agreement is:
  - (a) Five years commencing on January 1 of the first calendar year after the calendar year that the Revitalization Tax Exemption Certificate is issued.

### APPLICABLE IMPROVEMENTS

3. The Revitalization Tax Exemption authorized under the bylaw applies to:
- (a) Construction of a new improvement where the value of the construction referred to in the Building Permit is in excess of \$10,000.00; or
  - (b) Alteration of an existing improvement where the alteration referred to in the building permit is in excess of \$10,000.00.

Any construction of a new improvement or alteration of an existing improvement as outlined in this section that is undertaken prior to the Application for a Revitalization Tax Exemption will not be eligible for consideration.

### REVITALIZATION TAX EXEMPTION CERTIFICATE

4. (a) Once the Owner has completed the construction of the new improvement or alteration on an existing improvement referred to in Section 3 of this Agreement and the City has issued an Occupancy Permit under the City's Building Regulation Bylaw in respect of the new improvement or alteration of an existing improvement, the City must issue a Revitalization Tax Exemption to the Owner for the Property if the Owner and the Property are otherwise in compliance with this agreement.
- (b) A Revitalization Tax Exemption Certificate must, in accordance with the Bylaw and this Agreement, specify the following:
- (i) the amount of the Revitalization Tax Exemption or the formula for determining the exemption
  - (ii) the term of the Revitalization Tax Exemption
  - (iii) the conditions on which the Revitalization Tax Exemption is provided
  - (iv) That a recapture amount is payable if the Revitalization Tax Exemption Certificate is cancelled and how that amount is to be determined.
- (c) A Revitalization Tax Certificate or cancellation does not apply to taxation in a calendar year unless it is issued or cancelled, as applicable, on or before October 31, in the preceding year.

### REVITALIZATION TAX EXEMPTION

5. So long as a Revitalization Tax Certificate in respect of the Property has not been cancelled, the Property is exempt, to the extent, for the period and subject to the conditions provided in the Revitalization Tax Exemption Certificate, from municipal property taxation excluding other property taxes such as School, Regional District, Regional Hospital District and specified area levies.

6. The amount of Revitalization Tax Exemptions authorized under this Bylaw to calculate the general municipal property tax payable (excluding other property taxes such as School, Regional District, Regional Hospital District and specified area levies) is equal to any increase in assessed value of improvements on the Property attributed to the building permit issued as a result of the new construction of an improvement or the alteration of an existing improvement, as outlined in Section 3 of this Agreement .
7. The maximum Revitalization Tax Exemption authorized under this Bylaw must not exceed the increase in the assessed value of the improvements on the Property between:
  - (a) the calendar year before the construction or alteration began, as outlined in Section 3 of this Agreement; and
  - (b) the calendar year in which the construction or alteration as outlined in Section 3 of this Agreement is completed.
8. The Property's assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to new construction of an improvement, or an alteration of an existing improvement, as outlined in Section 3 of this Agreement, as a result of the Revitalization Tax Exemption.
9. The revitalization tax exemption may be cancelled by the City:
  - (a) on the request of the Owner;
  - (b) if the Property's use is changed to one that is not included in "Downtown Revitalization Tax Exemption Bylaw , 2010, No. \_\_\_\_\_";
  - (c) the Owner breaches any covenant or condition of the Bylaw or this Agreement;
  - (d) the Owner has allowed the property taxes to go into arrears or to become delinquent; or
  - (e) the Property is put to a use that is not permitted in the Downtown Revitalization Area.
10. To maintain a revitalization tax exemption approval an Occupancy permit must be issued within twenty-four (24) months of the Revitalization Tax Exemption application being approved.

**RECAPTURE**

11. In the event that the conditions under which a Certificate was issued are no longer met by the Owner, as set out in Section 9, the Owner must remit to the City a recapture amount equal to the value of the exemption received after the date of the cancellation of the Certificate.

**OWNERS OBLIGATIONS**

12. The Owner must pay to the City the cost of all development cost charges and costs of tie-ins of works and services associated with the new improvements or alterations to improvements, to existing storm and sanitary sewers, water mains, water meters, driveways, and other municipal services prior to the issuance of a Revitalization Tax Exemption Certificate.
13. The Owner must comply with:
  - (a) all enactments, laws, statutes, regulations and Orders of any authority having jurisdiction, including bylaws of the City; and
  - (b) All federal, provincial, municipal and environmental licenses, permits and approvals required under applicable enactments.

**OBLIGATIONS OF CITY**

14. The City must issue a Revitalization Tax Exemption Certificate to the Owner in respect of the Property once the Owner has applied for and obtained an Occupancy Permit from the City under the City's Building Regulation 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 Property are otherwise in compliance with the Bylaw and this Agreement.

**CITY'S RIGHTS AND POWERS**

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

**GENERAL PROVISIONS**

16. The City of Parksville Revitalization Tax Exemption Bylaw, \_\_\_\_ No. \_\_\_\_ and amendments thereto form an integral part of this Agreement.
17. 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), expressed or implied, with the Owner other than those expressly contained in this Agreement.
18. It is further expressly agreed that the benefit of all covenants made by the Owner herein shall accrue solely to the City and this Agreement may only be modified by agreement of the City with the Owner.
19. This Agreement shall enure to the benefit of and is binding on the parties and their respective heirs, executors, administrators, successors and assigns.

20. The Owner shall, on the request of the City, 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 City, necessary to give full effect to the intent of this Agreement.
21. Time is of essence of this Agreement.
22. This Agreement constitutes the entire agreement between the Owner and the City with regard to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written of the City with the Owner.
23. The covenants set forth in this Agreement shall charge the Property pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with the Property and bind the Property and every part or parts thereof, and every part to which the Property may be divided or subdivided, whether by subdivision plan, strata plan, or otherwise.
24. The covenants set forth in this Agreement shall not terminate if and when a purchaser becomes an Owner in fee simple of the Property or any portion thereof, but shall charge the whole of the interest of such purchaser and shall continue to run with the Property and bind the Property and all future owners for the time being of the Property or any portion thereof, except the Owner will be entitled to a partial discharge of this Agreement with respect to any subdivided Property 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 Property.
25. It is further expressly agreed that the benefit of all covenants made by the Owner herein shall accrue solely to the City and this Agreement may only be modified by agreement of the City with the Owner, or discharged by the City 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.
26. No amendment or waiver of any portion of this Agreement shall be valid unless in writing and executed by the parties to this Agreement; and waiver of any default by a party shall not be deemed to be a waiver of any subsequent default by that party.
27. This Agreement is not intended to create a partnership, joint venture or agency between the Owner and the City.
28. This Agreement shall be construed according to the laws of the Province of British Columbia.
29. Any reference in this Agreement to the City or the Owner includes their permitted assigns, heirs, successors, officers, employees and agents.

30. Any notice 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 service 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:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

And

To the City at:

**City of Parksville  
PO Box 1390  
100 E. Jensen Avenue  
Parksville, BC V9P 2H3**

**Attention: Corporate Officer**

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

31. 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 executed by the City.
32. 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.
33. 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 Property; and



- d) the Owner has the corporate capacity and authority to enter into and perform this Agreement.

IN WITNESS WHEREOF the parties have affixed their hands and seals and where a party is a corporate entity, the corporate seal of that company has been affixed in the presence of its duly authorized officers effective the day and year first recited above.

Signed, Sealed and Delivered by the  
City of Parksville in the presence of:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Witness

\_\_\_\_\_  
CORPORATE OFFICER

\_\_\_\_\_  
Witness

Signed by the Owner of the Above  
Noted Property in the presence of:

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_  
Witness

**SCHEDULE 'D'**

**CERTIFICATE**

*Section 226 of the Community Charter*

In accordance with the City of Parksville Downtown Revitalization Tax Exemption Bylaw, 20\_\_\_\_, No. \_\_\_\_\_ and in accordance with a Revitalization Tax Exemption Agreement dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Agreement") entered into between the City of Parksville (the "City") and \_\_\_\_\_ (the "Owner"), the registered owner(s) of the property described below (the "Property"):

This **Certificate** certifies that the Property is subject to a revitalization tax exemption in an amount equal to the amount of any increase in municipal property taxes which would otherwise be payable as a result of any increase in the assessed value of land and improvements on the Property between the years \_\_\_\_\_ (the calendar year before the commencement of construction of the project) and \_\_\_\_\_ (if the Certificate is issued before October 31, the following calendar year; if after October 31 then the year following the following calendar year) (the "Tax Exemption").

The Property to which the tax exemption applies is in the City of Parksville and is legally described as:

PID \_\_\_\_\_ Legal Description: \_\_\_\_\_

The Tax Exemption applies to \_\_\_\_\_ 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; or
4. The Property's use is commercial in nature and shall remain an approved commercial use for the duration of the Agreement.

If any of these conditions are not met then the Council of the City of Parksville may cancel this Certificate. If such cancellation occurs, the Owner of the Property, or a successor in title to the Owner as the case may be, shall remit to the City an amount equal to the value of the exemption received after the date of the cancellation of the certificate.

\_\_\_\_\_  
Corporate Officer  
City of Parksville

Date \_\_\_\_\_

**CITY OF PARKSVILLE**

**BYLAW NO. 1433**

**DOWNTOWN REVITALIZATION TAX EXEMPTION**

---

**WHEREAS** under the provisions of Section 226 of the *Community Charter* the Council may by bylaw adopt a tax exemption program for the purpose of encouraging revitalization in a portion of the municipality;

**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 this notice has been given;

**NOW THEREFORE** the Council of the City of Parksville, in open meeting assembled enacts as follows:

**Title**

- 1 This Bylaw may be cited for all purposes as the "Downtown Revitalization Tax Exemption Bylaw , 2007, No. 1433".

**Definitions**

- 2 In this Bylaw:

**Assessed Value** has the same meaning as set out in the Assessment Act.

**Base Amount** means an **assessed value** of land and improvements used to calculate 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);

**Corporate Officer** means the Corporate Officer of the City of Parksville

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

**Program**

3. There is established a revitalization tax exemption program which includes the following:
  - (1) Municipal property tax exemptions prescribed by this bylaw in respect of
    - (a) Construction of a new improvement where the development has a construction value in excess of \$10,000.00; or
    - (b) Alteration of an existing improvement where the alteration has a value in excess of \$10,000.00.

On 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 **certificate** under this bylaw is issued.
  - (3) The maximum term of a revitalization tax exemption is five (5) years.
  - (4) The maximum amount of the exemptions provided under this bylaw is 100% of the municipal property tax payable on the increase in the **assessed value** outlined in subsection (2).
4. This bylaw does not apply to a parcel unless:
  - (1) The parcel is located in the area shown on Schedule "A"; and
  - (2) The property is zoned Downtown Commercial (C-3) under the City's zoning bylaw as amended or replaced from time to time.
  - (3) 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 "B".

**Certificate**

5. Once the conditions established under Section 3 and the Agreement set out in Schedule "B" have been met, **certificate** must be issued for the parcel in accordance with the Agreement;
6. The **certificate** must, in accordance with the conditions established in Section 3 and the Agreement set out in Schedule "B", specify the following:
  - (1) The amount of the tax exemption or the formula for determining the exemption;
  - (2) The term of the tax exemption;
  - (3) The conditions on which the tax exemption is provided;
  - (4) That a recapture amount is payable if the **certificate** is cancelled and how that amount is to be determined.

**Application**

7. If an Owner wants a tax exemption under the bylaw, the Owner must apply to the **Corporate Officer** in writing and must submit the following with the application:
  - (1) Proof 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, proof that all installments owing at the date of the application have been paid;
  - (2) A completed written application in a form prescribed by the City and available from the **Corporate Officer**;

- (3) Description of the new improvements or the alteration of the existing improvement that would be eligible under the bylaw for a municipal tax exemption;
- (4) An application fee in the amount of \$100; and
- (5) A copy of the Agreement duly executed by and on behalf of the Owner.

**Recapture Amount**

8. In the event that the conditions under which a **certificate** was issued are no longer met by the Owner, as set out in Section 9, the Owner must pay to the City a recapture amount of 100% the foregone property taxes that were exempted under this bylaw

**Cancellation of Certificate**

9. A **Certificate** will be cancelled if:
  - (1) The Downtown Commercial (C-3) zoning is changed;
  - (2) The Owner breaches any covenant or condition of this bylaw or the Agreement set out in Schedule "B";
  - (3) The Owner has allowed the property taxes to go into arrears to become delinquent; or
  - (4) The property is put to a use that is not permitted in the Downtown Commercial (C-3) zone.

**Severability**

10. If any section or subsection of this Bylaw is found to be invalid by a court of competent jurisdiction, the section or subsection may be severed from the Bylaw without affecting the validity of the remainder of the Bylaw.

READ A FIRST TIME this 16<sup>th</sup> day of July 2007

READ A SECOND TIME this 16<sup>th</sup> day of July 2007

READ A THIRD TIME this 16<sup>th</sup> day of July 2007

ADOPTED this 20<sup>th</sup> day of August 2007

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Corporate Administrator

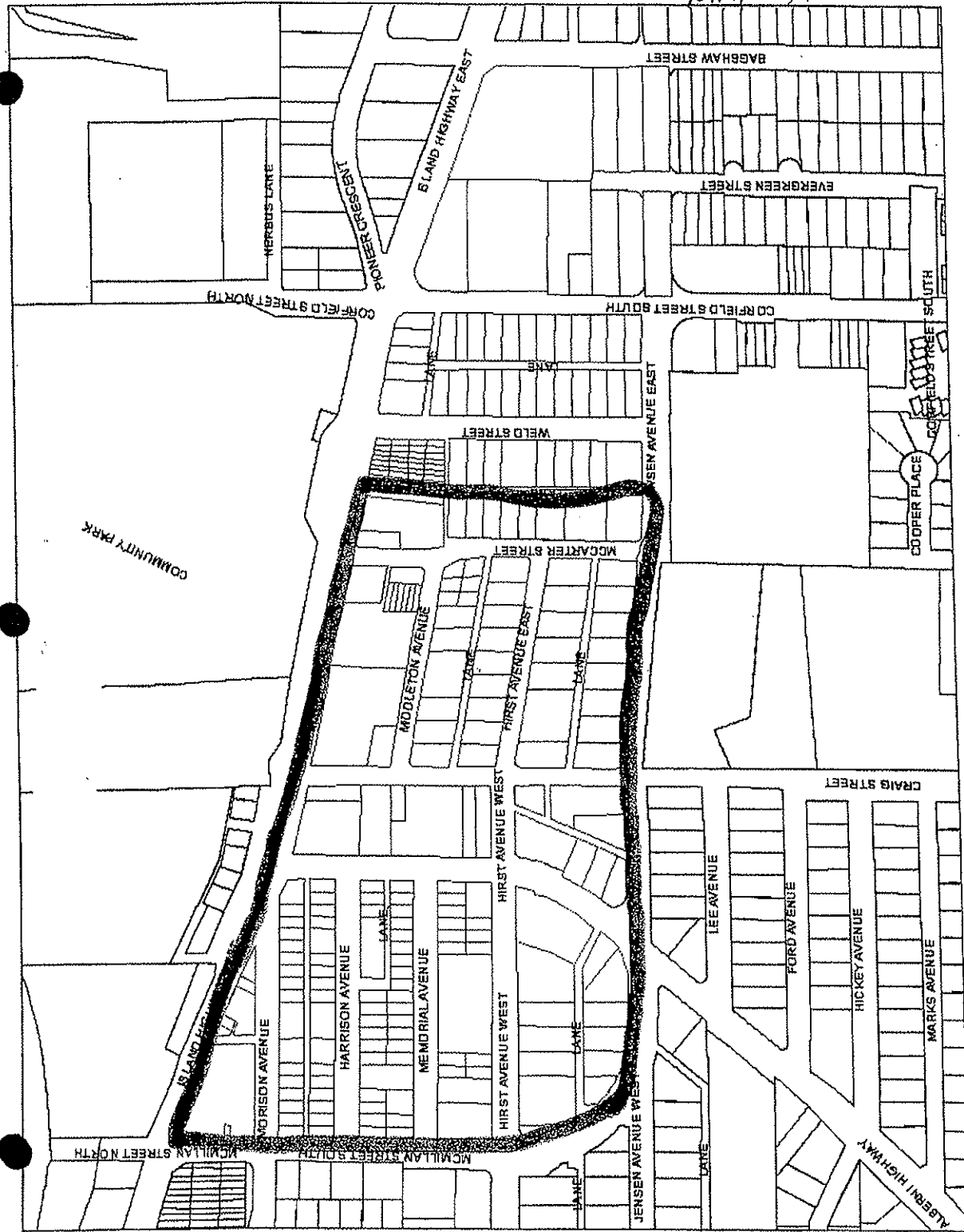
**CERTIFIED A TRUE COPY  
OF BYLAW NO. 1433**

  
\_\_\_\_\_  
Clerk

SCHEDULE "A"

REVITALIZATION AREA

MAP 'A'



**SCHEDULE "B"**

**REVITALIZATION TAX EXEMPTION APPLICATION**

Date \_\_\_\_\_ Receipt No. \_\_\_\_\_ Application No. \_\_\_\_\_

Property Owner/Applicant \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Cell No. \_\_\_\_\_

**Subject Property:**

Roll No. \_\_\_\_\_ Civic Address \_\_\_\_\_

Legal Description \_\_\_\_\_

Zoning Designation \_\_\_\_\_

Current Use \_\_\_\_\_

Current Assessed Value \_\_\_\_\_

Description of Proposed Revitalization \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Year(s) Applying For: \_\_\_\_\_

Value of Construction: \_\_\_\_\_ Building Permit No. \_\_\_\_\_

Note: Additional Information may be required.

I hereby certify that the above information is to my knowledge accurate, and that I have received and read the Downtown Revitalization Tax Exemption Bylaw No. 1433 and applicable schedules.

\_\_\_\_\_  
Signature Property Owner/Applicant

\_\_\_\_\_  
Date

SCHEDULE "C"

**REVITALIZATION TAX EXEMPTION AGREEMENT**

Dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_

BETWEEN

(the "Property Owner")

AND

**City of Parksville  
PO Box 1390  
100 E. Jensen Avenue  
Parksville, BC V9P 2H3**

(the "City")

- A. The City 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 City.
- B. The Lands that are the subject of this Agreement are located in an area designation by the City's Council 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 provision of a municipal property tax exemption under the Bylaw defined in this Agreement.
- E. The Owner and the City 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.

IN CONSIDERATION of the mutual covenants and agreements contained in this Agreement and the payment by the Owner to the City of the amount of \$10.00 (Ten Dollars), the receipt of which is hereby acknowledged, by the City, the City and the 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 the Agreement, together with the General instrument defined in this Agreement

"Assessed Value" means the 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 City of Parksville Tax Exemption Program, 2007, Bylaw No. 1433 and any amendments to it.

"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 Form) Regulations as amended, and all schedules and addenda to the Form C charging the land 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.

"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 a registered owner in fee simple of the Lands from time to time;

#### TERM

2. The Owner covenants and agrees with the City that the term of this Agreement is:
  - (a) Five years commencing on January 1 of the first calendar year after the calendar year referred to in the reference a date of this Agreement was made.

#### APPLICABLE IMPROVEMENTS

3. The tax exemption provided for under the bylaw applies in respect of:
  - (a) a construction of a new class 6 improvement, or
  - (b) the alteration of a an existing class 6 improvement

where the value of the construction or alteration as the case may be results in an increase in assessed value in excess of \$10,000.00 on the Lands.

#### REVITALIZATION TAX EXEMPTION CERTIFICATE

4.
  - (a) Once the Owner has completed the construction of the new improvement or alteration on an existing improvement referred to in Section 3, the City Council must issue a revitalization tax exemption certificate in respect of the new improvement or alteration of an existing improvement, 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 following:

- (i) the amount of the tax exemption or the formula for determining the exemption
  - (ii) the term of the exemption
  - (iii) the conditions on which the tax exemption is provided
  - (iv) That a recapture amount is payable if the certificate is cancelled and how that amount is to be determined.
- (c) A revitalization tax exemption certificate or cancellation does not apply to taxation in a calendar year unless it is issued or cancelled, as applicable, on or before October 31, in the preceding year.

#### TAX EXEMPTIONI

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 may be cancelled by the City Council:
- (a) on the request of the Owner,
  - (b) if the C-3 Downtown Commercial zoning is changed;
  - (c) the Owner has allowed the property taxes to go into arrears or to become delinquent
  - (d) the property is put to a use that is not permitted in the C-3 Downtown Commercial zone
  - (e) If any of the conditions of the certificate are not met.
7. To maintain a revitalization tax exemption approval an Occupancy permit must be issued within 24 months of the revitalization tax exemption application being approved.

#### RECAPTURE

8. In the event that the conditions under which a Revitalization Tax Exemption Certificate was issued are not longer met by the Owner, as set out in Sections 6 and 7, the Owner must pay to the City a recapture amount of the foregone property taxes of the following applicable percentage of the total revitalization tax exemptions obtained under this bylaw"
- (a) Years 1 to 5 – 100%

#### OWNERS OBLIGATIONS

9. The Owner must pay to the City the cost of all development cost charges and costs of tie-ins of works and services associated with the new improvements or alterations to improvements, to existing storm and sanitary sewers, water mains, water meters, driveways, and other municipal services prior to the issuance of a Revitalization Tax Exemption Certificate.
10. The Owner must comply with:
- (a) all enactments, laws, statutes, regulations and Orders of any authority having jurisdiction, including bylaws of the City; and

- (b) All federal, provincial, municipal and environmental licenses, permits and approvals required under applicable enactments.

OBLIGATIONS OF CITY

11. The City 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 City under the City's Building Regulation 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.

CITY'S RIGHTS AND POWERS

12. Nothing contained or implied in this Agreement prejudices or affects the City'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

13. The City of Parksville Revitalization Tax Exemption Bylaw, 2007 No. 1433 and amendments thereto form an integral part of this Agreement.
14. 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), expressed or implied, with the Owner other those expressly contained in this Agreement.
15. 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 Victoria Land Title Office, save and except those specifically approved in writing by the City or in favour of the City.
16. 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.
17. 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.

18. It is further expressly agreed that the benefit of all covenants made by the Owner herein shall accrue solely to the City and this Agreement may only be modified by agreement of the City with the Owner, or discharged by the City 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.
19. This Agreement shall enure to the benefit of and is binding on the parties and their respective heirs, executors, administrators, successors and assigns.
20. The Owner shall, on the request of the City, 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 City, necessary to give full effect to the intent of this Agreement.
21. Time is of essence of this Agreement.
22. This Agreement constitutes the entire agreement between the Owner and the City with regard to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written of the City with the Owner.
23. Any notice 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 service 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:

And

To the City at:

**City of Parksville  
PO Box 1390  
100 E. Jensen Avenue  
Parksville, BC V9P 2H3**

**Attention: Corporate Officer**

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

24. 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
25. This Agreement is not intended to create a partnership, joint venture, or agency between the Owner and the City.
26. This Agreement shall be construed according to the laws of the Province of British Columbia.
27. A reference in this Agreement to the City or the Owner includes their permitted assigns, heirs, successors, officers, employees, and agents.
28. 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 executed by the City.
29. The parties intend, by their execution and delivery of this Agreement, to create a covenant granted to the City under Section 219 of the Land Title Act, a contract, and a deed executed and delivered to the City under seal.
30. 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.
31. 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 Lands; and
  - d) the Owner has the corporate capacity and authority to enter into and perform this Agreement.

IN WITNESS WHEREOF the parties have affixed their hands and seals and where a party is a corporate entity, the corporate seal of that company has been affixed in the presence of its duly authorized officers effective the day and year first recited above.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CORPORATE OFFICER

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
WITNESS

**SCHEDULE 'D'**

**REVITALIZATION TAX EXEMPTION CERTIFICATE**

*Section 226 of the Community Charter*

In accordance with the City of Parksville Downtown Revitalization Tax Exemption Bylaw, 2007, No. 1433 and in accordance with a Revitalization Tax Exemption Agreement dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Agreement") entered into between the City of Parksville (the "City") and \_\_\_\_\_ (the "Owner"), the registered owner(s) of the property described below (the "Parcel"):

This **Certificate** certifies that the Parcel is subject to a revitalization tax exemption in an amount equal to any increase in the assessed value of land and improvements on the Parcel for the years \_\_\_\_\_ through \_\_\_\_\_.

The Parcel to which the tax exemption applies is in the City of Parksville and is legally described as:

PID \_\_\_\_\_ Legal Description: \_\_\_\_\_

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 Parcel 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 Parcel to go into arrears or to become delinquent; or
4. The Parcel is not put to any use that is not permitted in the Downtown Commercial (C3) zone of the City of Parksville's Zoning Bylaw as amended or replaced from time to time.

If any of these conditions are not met then the Council of the City of Parksville may cancel this Revitalization Tax Exemption Certificate. It such cancellation occurs, the Owner of the Parcel, or a successor in title to the Owner as the case may be, shall remit to the City an amount equal to the value of the exemption received after the date of the cancellation of the certificate.

\_\_\_\_\_  
 Corporate Officer  
 City of Parksville

Date \_\_\_\_\_

CITY OF PARKSVILLE

BYLAW NO. 1319.8

A BYLAW TO AMEND THE "SANITARY AND STORM SEWERAGE SYSTEM  
BYLAW, 1999, NO. 1319"

**WHEREAS** the Municipal Council deems it desirable and necessary to amend the "Sanitary and Storm Sewerage System Bylaw, 1999, No. 1319";

**NOW THEREFORE** the Municipal Council of the City of Parksville in open meeting assembled enacts as follows:

1. That "Sanitary and Storm Sewerage System Bylaw, 1999, No. 1319" be amended as follows:
  - a) adding the following definition in the appropriate location under Part 1 – **General Provisions** – Subsection 2. **Definitions**:

"**accessory carriage house** means a dwelling unit which is contained in a building separate from a single family dwelling on the same lot and which is intended as a fixed place of accommodation and home life and excludes any tourist accommodation;"
  - b) replacing Subsection 15. (a) of Part 2 – **Sanitary and Storm Sewer Connections – Service Connection Standards** with the following:
    - (a) Only one 4 inch sewer connection for each service will be provided to each single family residential parcel unless an additional connection is required to service an accessory carriage house or unless otherwise approved by the Director of Engineering and Operations.
2. This bylaw may be cited for all purposes as "Sanitary and Storm Sewerage System Amendment Bylaw, 2010, No. 1319.8".

**READ A FIRST TIME** this    day of

**READ A SECOND TIME** this    day of

**READ A THIRD TIME** this    day of

**ADOPTED** this    day of

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer

CITY OF PARKSVILLE  
BYLAW NO. 1320.17

AMEND THE "WATER SERVICE SYSTEM BYLAW, 1999, NO. 1320"

**WHEREAS** the Municipal Council deems it desirable and necessary to amend the "Water Service System Bylaw, 1999, No. 1320";

**NOW THEREFORE** the Municipal Council of the City of Parksville in open meeting assembled enacts as follows:

1. THAT "Water Service System Bylaw, 1999, No. 1320" be amended by:
  - a) adding the following definition in the appropriate location under Part 1 – **General Provisions** – Subsection 2. **Definitions**:

**"accessory carriage house** means a dwelling unit which is contained in a building separate from a single family dwelling on the same lot and which is intended as a fixed place of accommodation and home life and excludes any tourist accommodation;"
  - b) replacing subsection 12. of Part 3 – **Service Connections, Individual Connections**, with the following:
    12. Each parcel (excluding strata developments) shall have its own service connection which shall be installed by the City. Each building shall have only one service connection except when a separate connection is required for fire protection purposes or when a building expansion or zoning or use change makes the addition of a further connection necessary or where a separate connection is requested to service an accessory carriage house. Where two or more buildings exist on one parcel of land and where such parcel of land can be subdivided, each building shall have a separate service connection.
  - c) replacing the words "Schedule "C" with the words "Schedule "A" wherever they appear in the bylaw
2. This bylaw may be cited for all purposes as "Water Service System Amendment Bylaw, 2010, No. 1320.17".

**READ A FIRST TIME** this    day of

**READ A SECOND TIME** this    day of

**READ A THIRD TIME** this    day of

**ADOPTED** this    day of

\_\_\_\_\_  
Mavor

\_\_\_\_\_  
**PAGE** Corporate Officer  
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