CITY OF PRINCE RUPERT

REVITALIZATION TAX EXEMPTION PROGRAM BYLAW NO. 3553, 2024

A BYLAW TO ESTABLISH A REVITALIZATION TAX EXEMPTION PROGRAM

WHEREAS Section 226 of the *Community Charter* provides that a Council may by bylaw adopt a tax exemption program for the purpose of encouraging revitalization in areas within the municipality;

AND WHEREAS Council wishes to encourage revitalization in certain areas of the City through incentives;

AND WHEREAS Council has considered this bylaw in conjunction with the objectives and policies set out under Section 165 of the *Community Charter*;

AND WHEREAS Council has given notice of its intention to adopt this revitalization tax exemption program bylaw in accordance with Section 227 of the *Community Charter*;

NOW THEREFORE the Council of the City of Prince Rupert, in open meeting assembled, hereby enacts as follows:

Title

1. This Bylaw may be cited for all purposes as **"Revitalization Tax Exemption Program Bylaw No. 3553, 2024".**

Objectives

2. The revitalization tax exemption program established under this Bylaw is intended to generate economic growth, new investment, community redevelopment and revitalization as well as encourage multi-family residences as described in the revitalization area.

3. The following Schedules are attached hereto and form part of this bylaw:

    (1) Schedule A1 – Downtown Core Revitalization Area
    (2) Schedule A2 – Industrial Revitalization Area
    (3) Schedule B – Application for Revitalization Tax Exemption
    (4) Schedule C – Revitalization Tax Exemption Agreement
    (5) Schedule D – Revitalization Tax Exemption Certificate

Definitions

4. In this Bylaw, the following terms are defined as:

“agreement” means a Revitalization Tax Agreement, between the Owner of a Property and the City, pursuant to this Bylaw and section 226(7) of the *Community Charter*, in the form attached to and forming part of this Bylaw as Schedule C;

“application” means a Revitalization Tax Exemption Application, in the form attached hereto and forming part of this Bylaw as Schedule B;

“Assessed Value” has the same meaning as set out in the *Assessment Act* of British Columbia;

“Assessment Authority” means the British Columbia Assessment Authority that provides property assessments on an annual basis for all property owners in the province.;

“Building” means a building that is used for an eligible use;

“Complete” means:

a) That the work carried out by the Owner is completed within the conditions set out by the “*Builders Lien Act*”; and,
b) That an occupancy permit has been issued by the City’s building inspector for an Eligible Improvement.

“Construction Value” means the estimated total value of all construction work related to an eligible improvement, acceptable to the City’s building inspector and using the methodology for determining the value of construction on a building permit pursuant to the City’s Building Bylaw, and, if required by the building inspector, must be determined by an estimate prepared by the Owner’s design professional, architect or engineer;

“Council” means the Council of the City;

“City” means the City of Prince Rupert;

“Downtown Core Revitalization Area” means that area of land in the City of Prince Rupert shown outlined on Schedule A1;

“Eligible Improvement” means:

a) A new Building that is constructed in the Revitalization Area; or
b) An existing Building on Eligible Land that is being redeveloped and has exterior building improvements valued at $50,000 or more.

“Eligible Land” means a Parcel within the Downtown Core Revitalization Area or the Industrial Revitalization Area identified in Schedule A1 or A2;

“Eligible Use” means a commercial use, a light industrial use, or a residential use comprising a multiple family dwelling, as those terms are used in the City’s Zoning Bylaw;

“Industrial Revitalization Area” means that area of land in the City of Prince Rupert shown outlined on Schedule A2;

“Municipal Property Taxes” mean such portion of property value taxes that are imposed or levied pursuant to Section 197(1)(a) of the *Community Charter*, on all taxable land and improvements, which for clarity, as of the date of this Bylaw, includes without limitation, general municipal, debt and transit purposes of the City, and do not include taxes pursuant to Section 197(1)(b) of the *Community Charter* or taxes collected for other authorities including, but not limited to Northwest Hospital District, school, Municipal Finance Authority, North Coast Regional District, and BC Assessment Authority taxes;

“Net Increase Resulting from Non-Market Change” means the increase in the assessment of improvements existing on the property prior to the commencement of constructing the eligible improvement;

“Non-Market Change” means the change as determined by the Assessment Authority under the *Assessment Act*, to the improvements portion of a property’s assessed value, after issuance of a building permit for construction that is not due to real estate market fluctuations;

“Owner” means the registered owner of Eligible Land;

“Parcel(s)” means any lot, block or other area in which land is held or into which it is subdivided;

“Property” means the legally described land and improvements located in a particular Revitalization Area with respect to which a Revitalization Tax Exemption is applied for and as legally described in the Agreement and the Certificate;

“Redevelopment” means the alteration or addition to an existing Building that results in the Net Increase Resulting from Non-Market Change;

“Revitalization Area” means the Downtown Core Revitalization Area or the Industrial Revitalization Area and **“Revitalization Areas”** means all of those areas together;

“Revitalization Tax Exemption Program” means the revitalization tax exemption program established under this Bylaw for eligible improvements;

“Schedule” means a schedule attached to this Bylaw;

“Tax Exemption” means a revitalization tax exemption for which a Tax Exemption Certificate has been issued;

“Tax Exemption Certificate” or **“Certificate”** means a revitalization tax exemption certificate issued by the City pursuant to this Bylaw and pursuant to the provisions of Section 226 of the *Community Charter*, substantially in the form attached to, and forming part of, this Bylaw as Schedule D;

"Tax Year" means the calendar year from January 01 to December 31;

"Term of bylaw" means the effective date the bylaw is in force;

Establishment of Revitalization Areas and Revitalization Tax Exemption Program

5. There is hereby established the Downtown Core Revitalization Area and the Industrial Revitalization Area.

6. Pursuant to the *Community Charter*, there is hereby established a revitalization tax exemption program providing for the Tax Exemption for eligible improvements located within the Revitalization Areas.

Term of bylaw

7. This bylaw and the program established by it will be in force between January 1, 2025 and December 31, 2029.

8. Applications for the Revitalization Tax Exemption program will be received between January 1, 2025 through December 31, 2029.

9. The Tax Exemption program established herein does not apply retroactively.

10. Tax exemption certificates issued under this program will survive the expiration of this bylaw.

Eligible Lands

11. For a property to be eligible for a tax exemption in the relevant tax year:

    a) the property must be located within either the Downtown Core Revitalization Area or the Industrial Revitalization area,

    b) the property must be used for an eligible use, and

    c) an application for a revitalization tax exemption must be received prior to any construction of a new improvement being undertaken.

Tax Exemption Amounts

12. The tax exemption for construction of a new eligible improvement is as follows:

    a) Tax exemption for a term of ten (10) years as follows:

Year's 1 – 5	100% municipal property tax exemption
Year 6	80% municipal property tax exemption
Year 7	60% municipal property tax exemption
Year 8	40% municipal property tax exemption
Year 9	20% municipal property tax exemption

Year 10 10% municipal property tax exemption

13. Tax exemption for redevelopment of an eligible improvement is as follows:

    a) Tax exemption for a term of five (5) years:

       Year’s 1 – 5 100% municipal property tax exemption.

Application Process

14. An owner of a property who wishes to apply for a Tax Exemption under this bylaw must, prior to the issuance of a building permit for the eligible improvement, submit to the City a completed application in writing as shown as Schedule B accompanied by:

    a) Proof that all taxes assessed and rates, charges, and fees imposed on the property have been paid.

    b) A description of the eligible improvement and a certificate from the owner’s design professional/architect/engineer in a form satisfactory to the Chief Financial Officer certifying that the construction value of the eligible improvement exceeds the minimum construction value threshold applicable as stated within this bylaw.

    c) An application fee in the amount of $200.00.

    d) A copy of the agreement substantially in the form and with the content of the agreement attached to this bylaw as Schedule C, duly executed by and on behalf of the owner.

15. Should the applicant meet the requirements above and the City determines that the owner qualifies for the revitalization application program, the City will enter into the agreement referenced at 14 d) above subsequent to the owner obtaining a building permit.

Revitalization Taxation Certificate

16. After all the provisions, terms, and conditions of this Bylaw and the Agreement are met, the Chief Financial Officer will issue a Revitalization Tax Exemption Certificate for the property.

17. For a Tax Exemption to commence in any given year, the Owner must submit a Revitalization Tax Exemption application to the City by July 31 of the preceding year in order to receive a certificate by October 31.

Conditions

18. The following conditions must be met before the City will issue a certificate to the owner of the property

    a) Delivery to the City of the application package as detailed in section 14;

    b) The owner has not allowed the property taxes for the property to go into arrears or to become delinquent;

    c) Execution of the agreement by both the owner and the City by December 31, 2029;

    d) The Owner has not sold all or any portion of their 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;

    e) Proof of Occupancy permit issued to be submitted by the owner to the Chief Financial Officer.

Cancellation of Certificate

19. A certificate may be cancelled by the City at the request of the owner or if any of the following occur:

    a) The owner breaches any covenant or condition of this Bylaw, the agreement, or the certificate;

    b) The owner allows the property taxes to go into arrears; or

    c) The property is put to a use that is not permitted or fails to meet the eligible use requirements in the defined revitalization area.

20. If a Revitalization Tax Exemption Certificate is cancelled:

    a) the Chief Financial Officer will notify the owner as soon as is practicable; and

    b) the owner will remit to the City, no later than 30 days after the date of the cancellation of the certificate, the prorated amount of the tax exemption received for the balance of the tax year remaining from the cancellation date.

Severability

21. 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.

22. Any enactments referred to herein is a reference to an enactment of British Columbia and regulation thereto, as amended, revised, consolidated or replaced from time to time.

Repeal

23. The City of Prince Rupert Downtown Core Revitalization Tax Exemption Program Bylaw No. 3466, 2020 and all schedules and any amendments thereto is hereby repealed.

24. The City of Prince Rupert Revitalization Tax Exemption Program Bylaw No. 3481, 2021 and all schedules and any amendments thereto is hereby repealed.

READ THE FIRST TIME this 25th day of November, 2024.

READ THE SECOND TIME this 25th day of November, 2024.

READ THE THIRD TIME this 25th day of November, 2024.

READ A FOURTH AND FINAL TIME this 9th day of December, 2024.

____

MAYOR

____

CORPROATE OFFICER

This Bylaw was adopted by Council.

To view the signed original,

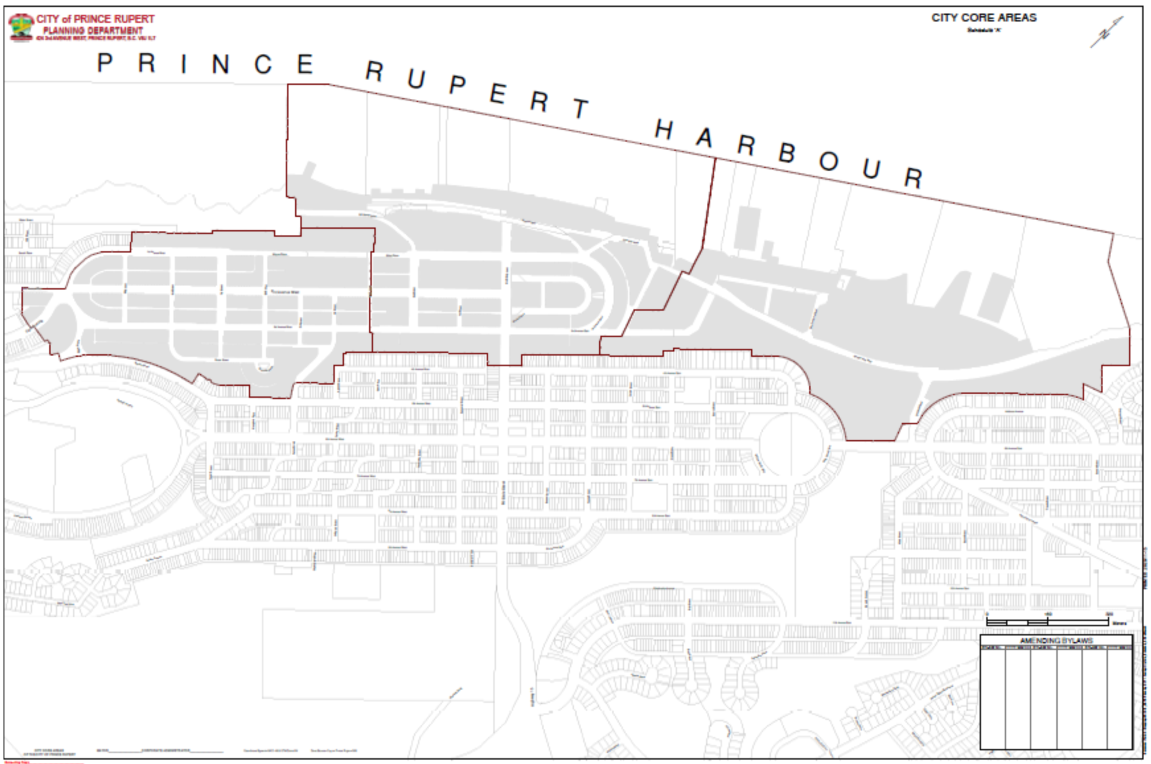
contact City Hall Administration at

(250) 627 0934 or email

cityhall@princerupert.ca

REVITALIZATION TAX EXEMPTION PROGRAM BYLAW 3553, 2024

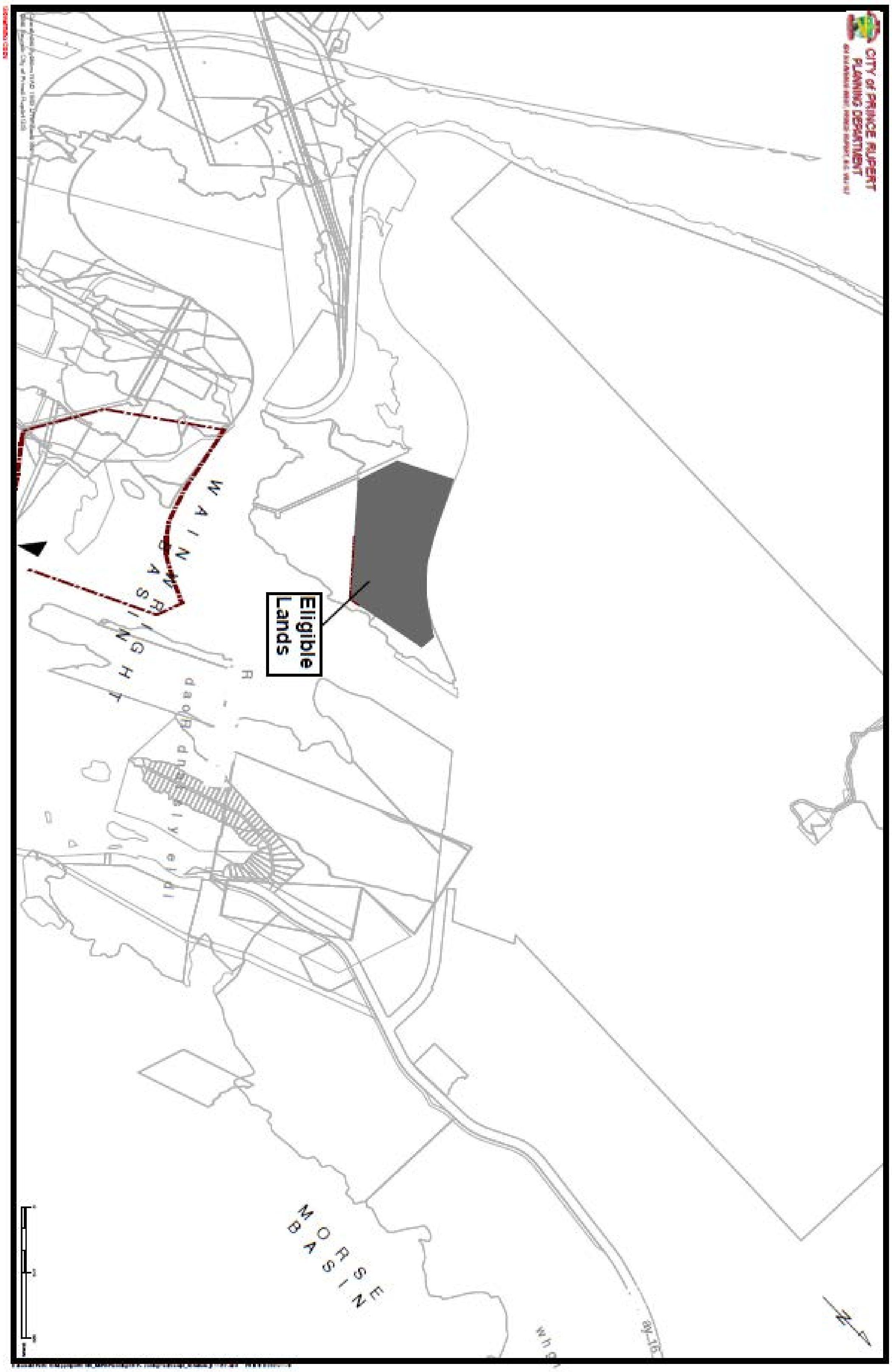
SCHEDULE "A1" Downtown Core Revitalization Area



Note: Eligible exemptions in the Midtown District are limited to multi-family residential and existing commercial redevelopments. Midtown is considered at the far left of the map.

REVITALIZATION TAX EXEMPTION PROGRAM BYLAW 3553, 2024

<u>SCHEDULE "A2" Industrial Revitalization Area</u>



SCHEDULE “B”

APPLICATION FOR REVITALIZATION TAX EXEMPTION

Date of Application: ______________________

Owner Info:
Owner(s) Name: ____
Owner(s) Mailing Address: ____
Telephone No. _____________ Mobile No. ____________Email: ________________

Property Info:
Roll No.:227-__ __ __ __ __- __ __ __ PID: __ __ __-__ __ __- __ __ __
Civic Address: ____
Legal Description: ____
Zoning Description: _____________________ OCP Land Use: ____________________
Current Use: ____
Current Assessed Value: ____
Construction Value of Project: ____
Description of Proposed project and Revitalization Area (attach separate page if necessary):
____

I (we) intend to (circle one)

a) Construct a new multi-family, commercial or light industrial building in the Revitalization Area
b) Redevelop an existing multi-family, commercial, or light industrial building in the Revitalization Area

within the boundaries set out in (check one)

____ Schedule A1
____ Schedule A2

I (we) fully acknowledge that the grant of the revitalization tax exemption is subject to all of the conditions and requirements of Bylaw 3553, 2024, including but not limited to the terms and conditions of the **Revitalization Tax Exemption Agreement** and the **Revitalization Tax Exemption Certificate**;

I have attached to this application the required information as outlined in Section 14 of the Bylaw and have paid the application fee.

____ ____________________
Signature of Property Owner(s) Date

Office Use:	
Application No. ____________________	Receipt No.: ______________________
Development Permit No. _____________	Building Permit No. _________________

REVITALIZATION TAX EXEMPTION PROGRAM BYLAW 3553, 2024

SCHEDULE "C"

REVITALIZATION TAX EXEMPTION AGREEMENT

THIS AGREEMENT, dated for reference the_____ day of ____________, 20_____, is

BETWEEN

[*Insert name and address of the Owner of the Property for which the tax exemption will apply*]

(the "**Owner**")

AND:

The Corporation of the City of Prince Rupert, being a municipal corporation incorporated under the *Local Government Act*, R.S.B.C. 1996, c. 323.

(the "**City**")

GIVEN THAT:

A. The Owner is the registered owner in fee simple of the Property within the City of Prince Rupert and legally described as

PID: ___________________________

Legal description:____

(the "**Property**");

B. The Property is within an area that Council has designated as a Revitalization Area under the Revitalization Tax Exemption Bylaw 3553, 2024;

C. The Property Owner has applied to the City to participate in the revitalization tax exemption program;

D. As part of the Revitalization Tax Exemption Program, the parties have agreed to enter in this Agreement to formalize the terms and conditions of a revitalization tax exemption applicable to the Property.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement, and the payment by the Owner to the City in the amount of Ten Dollars ($10) the receipt and sufficiency of which are acknowledged by the City, the Owner and the City covenant and agree with each other as follows:

DEFINITIONS

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

(a) "**Agreement**" means this Agreement;

(b) "**Assessed Value**" has the same meaning as set out in the *Assessment Act* of British Columbia;

(c) "**Bylaw**" means the "*City of Prince Rupert Revitalization Tax Exemption Program Bylaw 3553, 2024*", and any amendments to it, in force from time to time;

(d) "**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;

(e) "**Eligible Improvement"** means:

1) A new Building that is constructed in the Revitalization Area; or
2) An existing Building on Eligible Land that is being redeveloped and has exterior building improvements valued at $50,000 or more.

(f) **"Net Increase Resulting from Non-Market Change"** means the increase in the assessment of improvements existing on the property prior to the commencement of constructing the eligible improvement.

(g) **"Non-Market Change"** means the change as determined by the Assessment Authority under the *Assessment Act*, to the improvements portion of a property's assessed value, after issuance of a building permit for construction that is not due to real estate market fluctuations.

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

(i) "**Property**" means the legally described lands and improvements to which a Revitalization Tax Exemption is applied for and as legally described in this Agreement.;

(j) "**Revitalization Area**" has the meaning defined in the Bylaw;

(k) "**Tax Exemption**" means a revitalization tax exemption for which a Tax Exemption Certificate has been issued; and

(l) "**Tax Exemption Certificate**" or "Certificate" means a revitalization Tax Exemption Certificate issued by the City of Prince Rupert under the Bylaw and the *Community Charter.*

TERM

2. The Owner COVENANTS AND AGREES WITH THE City that the term of this Agreement shall commence on the day of its execution and will continue in effect until the earlier of:

   (a) the cancellation or expiry of the Tax Exemption Certificate; and

   (b) termination of this Agreement in accordance with section 19.

APPLICABLE LAND AND IMPROVEMENTS

3. The Tax Exemption provided for under the Bylaw applies to the Property located in the Revitalization Area defined in the Bylaw provided the Property meets all the conditions of an eligible improvement as defined in the Bylaw and this Agreement:

   Any construction of a new improvement or a redevelopment that is undertaken prior to the Application for a Revitalization Tax Exemption will not be eligible for consideration.

OPERATION AND MAINTENANCE OF THE PROPERTY

4. Throughout the term of the Tax Exemption the Owner must operate, repair and maintain the property and keep the property in a state of good repair as a prudent Owner would do.

REVITALIZATION TAX EXEMPTION CERTIFICATE

5. (a) Once the Owner has completed the construction of the eligible improvement referred to in Section 3 of this Agreement and all the conditions of any applicable development permit have been completed and the City has issued an Occupancy Permit under the City’s Building Bylaw in respect of the eligible improvement, the City shall issue a revitalization Tax Exemption Certificate to the Owner of 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 Tax Exemption or the formula for determining the exemption;

      (ii) the term of the Tax Exemption;

      (iii) the conditions on which the Tax Exemption is provided; and

      (iv) that a recapture is payable if the revitalization Tax Exemption Certificate is cancelled and how that amount is to be determined.

   (c) A Revitalization Tax Exemption Certificate does not apply to taxation in a calendar year unless it is issued on or before October 31, in the preceding year.

REVITALIZATION TAX EXEMPTION

6. So long as a Revitalization Tax Exemption 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 Tax Exemption Certificate, from municipal property taxation as outlined in the Bylaw.

7. The amount of Revitalization Tax Exemption authorized under the bylaw is equal to any net increase resulting from the non-market change in assessed value of the improvements on the Property attributed to the building permit issued as a result of the construction of an eligible improvement as outlined in Section 3 of this agreement.

8. The maximum Revitalization Tax Exemption authorized under the bylaw must not exceed the net increase resulting from the non-market change in 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.

9. The Property's non-market change in assessed value of improvements must not be reduced below the amount assessed in the calendar year prior to new construction of an eligible improvement as outlined in Section 3 of this Agreement, as a result of the Revitalization Tax Exemption.

10. The revitalization Tax Exemption Certificate may be cancelled by the City:

    (a) on the request of the Owner,

    (b) the Owner breaches any covenant or condition of "Revitalization Tax Exemption Bylaw No. 3553, 2024", the Agreement, or the Certificate;

    (c) if the Property's use is changed to one that is not included in the "Revitalization Tax Exemption Bylaw No. 3553, 2024";

    (d) the Owner has allowed any of the non-municipal property taxes, or other municipal fees, charges and levies associated with the property to go into arrears;

    (e) the Property is put to a use that is not permitted in the Revitalization Area.

11. 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. A twelve (12) month extension to obtain an Occupancy permit may be approved by the City upon request by the Owner. Such request must be received by the City in writing prior to the expiration of the twenty-four (24) month approval period.

SCOPE OF TAX EXEMPTION

12. The owner acknowledges and agrees that the Tax Exemption applies solely in respect of Municipal Property Taxes as they are defined in the bylaw and will not apply in respect of any taxes levied by other agencies whether or not collected by the City, nor in respect of local improvement charges or any other taxes, fees, charges or levies of the City or any other agency or entity.

RECAPTURE

13. If, pursuant to the terms and conditions specified in the agreement or the Tax Exemption Certificate, the Certificate is cancelled, the Owner will remit to the City, no later than 30 days after the date of the cancellation of the certificate, the prorated amount of the tax exemption received for the balance of the tax year remaining from the cancellation date.

14. The parties agree that any amount owing under section 13. are Municipal Taxes and any such amounts that are not paid by December 31 of the Tax Year will become taxes in arrears in the following year and collectable as taxes in arrears.

NO REFUND

15. For greater certainty, under no circumstances will the Owner be entitled, under this Agreement, the Bylaw, the Certificate or the City's Revitalization Tax Exemption Program, to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.

OWNER'S OBLIGATIONS

16. The Owner must:

    (a) comply with all enactments, laws, statutes, regulations and orders of any authority having jurisdiction, including bylaws of the City;

    (b) comply with all federal, provincial, municipal and environmental licenses, permits and approvals required under applicable enactments; and

    (c) comply with the Bylaw; and

    (d) for greater certainty, not Dispose of the Property or any portion of their equitable or legal fee simple interest in the Property without the transferee taking an assignment of this Agreement and agreeing to be bound by it.

OBLIGATIONS OF CITY

17. The City shall issue a revitalization Tax Exemption Certificate to the owner in respect of the Property so long as the Owner and the Property are otherwise in compliance with the Bylaw and this Agreement.

CITY'S RIGHTS AND POWERS

18. 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.

TERMINATION OF AGREEMENT

19. The City may, at any time, terminate this Agreement if the following events occur:

   (a) the construction of the Eligible Improvements have not commenced within six (6) months of the date of this Agreement; or

   (b) the Owner fails to comply with any term and condition of the bylaw, the agreement and the Certificate.

GENERAL PROVISIONS

20. It is mutually understood, agreed, and declared by and between the parties that the City of Prince Rupert has made no representations, covenants, warranties, guarantees, promises, or agreements (oral or otherwise), express or implied, with the Owner in relation to the quantum and term of the Tax Exemption other than those expressly contained in this Agreement.

21. This Agreement constitutes the entire agreement between the Owner to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written of the City with the Owner.

22. 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 parcel of the 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.

23. 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.

24. This agreement shall enure to the benefit of and is binding on the parties and their respective heirs, executors, administrators, successors and assigns.

25. 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.

26. Time is of the essence of this Agreement.

27. 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:______________________________________

Attention:___________________________________

Address:_____________________________________

and to the City at:

City of Prince Rupert
Attention: Chief Financial Officer
424 3rd Avenue West, Prince Rupert, BC V8J 1L7

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

28. 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.
29. This Agreement is not intended to create a partnership, joint venture, or agency between the Owner and the City.
30. This Agreement shall be construed according to the laws of the Province of British Columbia.
31. A reference in this Agreement to the City or the Owner includes their permitted assigns, heirs, successors, officers, employees, and agents.
32. This Agreement is effective from and after the reference date in this Agreement, but only if this Agreement has been executed and delivered by the Owner and executed by the City.
33. Unless otherwise expressly provided in this Agreement, whenever the City is permitted to make or give any decision, direction, determination, or consent, the City may act in its sole discretion, but will act reasonably.
34. Unless otherwise expressly provided in this Agreement, the Expense of performing obligations and covenants of the Owner contained in this Agreement, and of all matters incidental to them, is solely that of the Owner.
35. 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.

SEVERANCE

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

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 PRINCE RUPERT in the presence of:

Mayor	Witness

Corporate Officer

SIGNED BY THE OWNER OF THE ABOVE
NOTED PROPERTY in the presence of:

	Witness

REVITALIZATION TAX EXEMPTION PROGRAM BYLAW 3553, 2024

SCHEDULE "D"

Revitalization Tax Exemption Certificate

In accordance with the City of Prince Rupert Revitalization Tax Exemption Bylaw 3553, 2024 (the "Bylaw"), and in accordance with a Revitalization Tax Exemption Agreement dated for reference the ______ day of ______________, 20___ (the "Agreement") entered into between the City of Prince Rupert (the "**City**") and ____ (the "**Owner**"), the registered owners(s) of the property described below:

This **Certificate** certifies that the **Property** is subject to a Revitalization Tax Exemption in the amount equal to the amount of any net increase resulting from the non-market change in assessed value of improvements on the **Property** between the years ________(the calendar year before the commencement of the constructions 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 located in the City of Prince Rupert and is legally described as follows:

Roll No.: _____________________ Civic Address: ___________________________________

PID: _________________________ Legal Description: ____________________________

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

2. The Tax Exemption is provided over (select one of the following based on type of eligible improvement)

_____ ten (10) years as follows:

1-5	100% Municipal Property Tax Exemption
6	80% Municipal Property Tax Exemption
7	60% Municipal Property Tax Exemption
8	40% Municipal Property Tax Exemption
9	20% Municipal Property Tax Exemption
10	10% Municipal Property Tax Exemption

_____ five (5) years as follows:

1-5	100% Municipal Property Tax Exemption

3. The Tax Exemption is provided under the following conditions:

a. The Owner does not breach any term, condition or provision of, and performs all obligations set out in the Agreement and the Bylaw;
b. The Owner has not sold all or any portion of their 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;
c. 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;
d. The Owner, or a successor in title to the Owner, does not apply to amend the City of Prince Rupert’s Zoning Bylaw No. 3462, 2024, as amended, consolidated or replaced from time to time, to rezone the property from the zoning in effect at the time the Certificate was issued.
e. The Property’s use is consistent with the defined uses within the Revitalization Area for the duration of the Agreement.

If any of these conditions are not met, then the Council of the City of Prince Rupert may cancel this Revitalization Tax Exemption 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 Tax Exemption received after the date of the cancellation of the Tax Exemption Certificate.

Dated this ___ day of ______________________, 20____

The City of Prince Rupert, by its authorized signatory:

____
Name:
Chief Financial Officer