

**THE CORPORATION OF THE  
CITY OF WHITE ROCK  
BYLAW 1915**



A bylaw to exempt eligible property improvements  
from municipal taxation

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WHEREAS Council may, by bylaw, provide for a revitalization tax exemption program;

AND WHEREAS Council wishes to establish a revitalization tax exemption program in the Town Centre and Waterfront Business Areas;

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 *Community Charter* and Council has given this notice;

NOW THEREFORE the Council of the City of White Rock in open meeting assembled enacts as follows:

1. This bylaw may be cited for all purposes as “City of White Rock Revitalization Program (Tax Exemption), 2010, Bylaw No. 1915.

2. In this Bylaw:

“**Agreement**” means a Revitalization Tax Exemption Agreement between the Owner of a Parcel of Land and the City, substantially in the format of and with the content of Schedule “B” which is attached to and forms part of this bylaw.

“**City**” means the City of White Rock.

“**Council**” means the Council of the City of White Rock.

“**Increased Assessed Value**” means the difference as per BC Assessment values, in assessed value of improvements attributed to the eligible alterations or expansions on a parcel of real property between:

- (a) the year before construction or alteration began; and
- (b) the year in which the tax exemption certificate is issued.

“**Owner**” means an owner of a parcel of land as shown on a state of title certificate from Land Titles Office within one week of the date of application.

“**Parcel**” means a legal parcel of land within the Revitalization Area upon which an owner proposes a Project.

“**Revitalization Area**” means the Town Centre, the Lower Town Centre and the Waterfront Business Area (East & West Beach) as shown on Schedule D – Development Permit Areas in City of White Rock Official Community Plan, 2008, Bylaw No. 1837, and further shown herein as Schedule “A”.

**“Tax Exemption”** means a revitalization tax exemption pursuant to a Tax Exemption Certificate.

**“Tax Exemption 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, in the form attached as Schedule “D”, which is attached to and forms part of this Bylaw.

3. A revitalization tax exemption program is established for eligible properties located within the Revitalization Area pursuant to the provisions of Section 226 of the Community Charter.
4. A revitalization tax exemption will only be granted in respect of:
  - a) the alteration or expansion of an existing improvement where the construction value is at least \$100,000 or greater as determined by the City in the Town Centre, Lower Town Centre and Waterfront Business Areas (East and West Beach).
  - b) The construction of a new improvement where the construction value is at least \$1,000,000 or greater as determined by the City and where:
    - (i) The construction value relates to Class 6 Business assessments, specifically for retail, office or hotel accommodation uses in the Town Centre and Lower Town Centre Areas; or
    - (ii) The construction value relates to hotel accommodation uses in the Waterfront Business Areas (East and West Beach); or
    - (iii) The construction value relates to Multi-Unit Residential Uses in the Town Centre, Lower Town Centre and Waterfront Business Areas on sites previously used as gas bars or automotive service stations requiring site mitigation in accordance with Provincial Contaminated Sites legislation.
  - (c) The building permit is applied for following the date of adoption of this bylaw.
  - (d) Current property taxes must be fully paid to date.
  - (e) Previously approved projects already completely or partially constructed prior to adoption of this bylaw, as determined by the City, are not eligible.
5. A revitalization tax exemption shall be for a term of either three or five (5) years unless earlier terminated by cancellation of the revitalization tax certificate that is issued by the City.
6. In order to be eligible for a revitalization tax exemption in any particular year, the owner must notify the City by August 30 of the year before the year when the real property will be eligible for a revitalization tax exemption, the construction or alteration of the improvement(s) are substantially completed and the requirements of the Agreement referred to in Sections 10 and 11 are met.
7. A revitalization tax exemption must not exceed the Increased Assessed Value attributed to the eligible improvement of the Parcel between the year before the construction or alteration began, and the year in which the tax exemption certificate is issued.

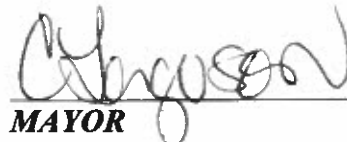
8. The basis of a revitalization exemption for alteration or expansion of an existing improvement as outlined in 4 (a) above from the municipal share of property value taxes shall be as follows:
  - (a) Year 1 – 100% of the Increased Assessed Value;
  - (b) Year 2 – 60% of the Increased Assessed Value;
  - (c) Year 3 – 20% of the Increased Assessed Value.
  
9. The basis of a revitalization exemption for new construction as outlined in section 4 (b) above from the municipal share of property value taxes shall be as follows:
  - (a) Year 1 – 100% of the Increased Assessed Value;
  - (b) Year 2 – 80% of the Increased Assessed Value;
  - (c) Year 3 – 60% of the Increased Assessed Value;
  - (d) Year 4 – 40% of the Increased Assessed Value;
  - (e) Year 5 – 20% of the Increased Assessed Value.
  
10. Every owner that wishes to obtain a revitalization tax exemption must:
  - (a) Submit an application fee in the amount of \$100.00;
  - (b) Submit a written application to the Director of Planning and Development Services in the form prescribed in Schedule “C” and available in the office of Planning and Development Services along with the following documents in support of that application:
    - (ii) a description and evidence as to the extent of the commercial use component of the property; and
    - (iii) a description of the new improvement(s) or the alteration of the existing improvement(s) and evidence as to the aggregate construction cost or estimated cost of the improvement(s);
    - (iv) written confirmation that all taxes assessed and all rates, charges and fees imposed on the Parcel have been paid, and, where taxes, rates, assessments or charges are payable by installments, that all installments owing at the date of application have been paid.
  - (c) Enter into an Agreement with the City in the form prescribed by the City and in accordance with Section 11 below.
  
11. Upon receipt of the written application referred to in Section 10 above, complete with supporting documents, the City will provide the owner with an Agreement to be signed and returned to the Director of Planning and Development Services, establishing the terms and conditions upon which the City will grant the revitalization tax exemption.
  
12. Once the City agrees that the requirements and conditions of this Bylaw and the Agreement referred to in Section 11 above are met, the City will issue a tax exemption certificate to the owner specifying:

- (a) the basis of the tax exemption or the formula for determining the exemption;
- (b) the term of the tax exemption;
- (c) any conditions on which the tax exemption is provided; and
- (d) the amount repayable to the City if the certificate is cancelled and how that amount was determined.

13. A tax exemption certificate may be cancelled by Council in one or more of the following circumstances:

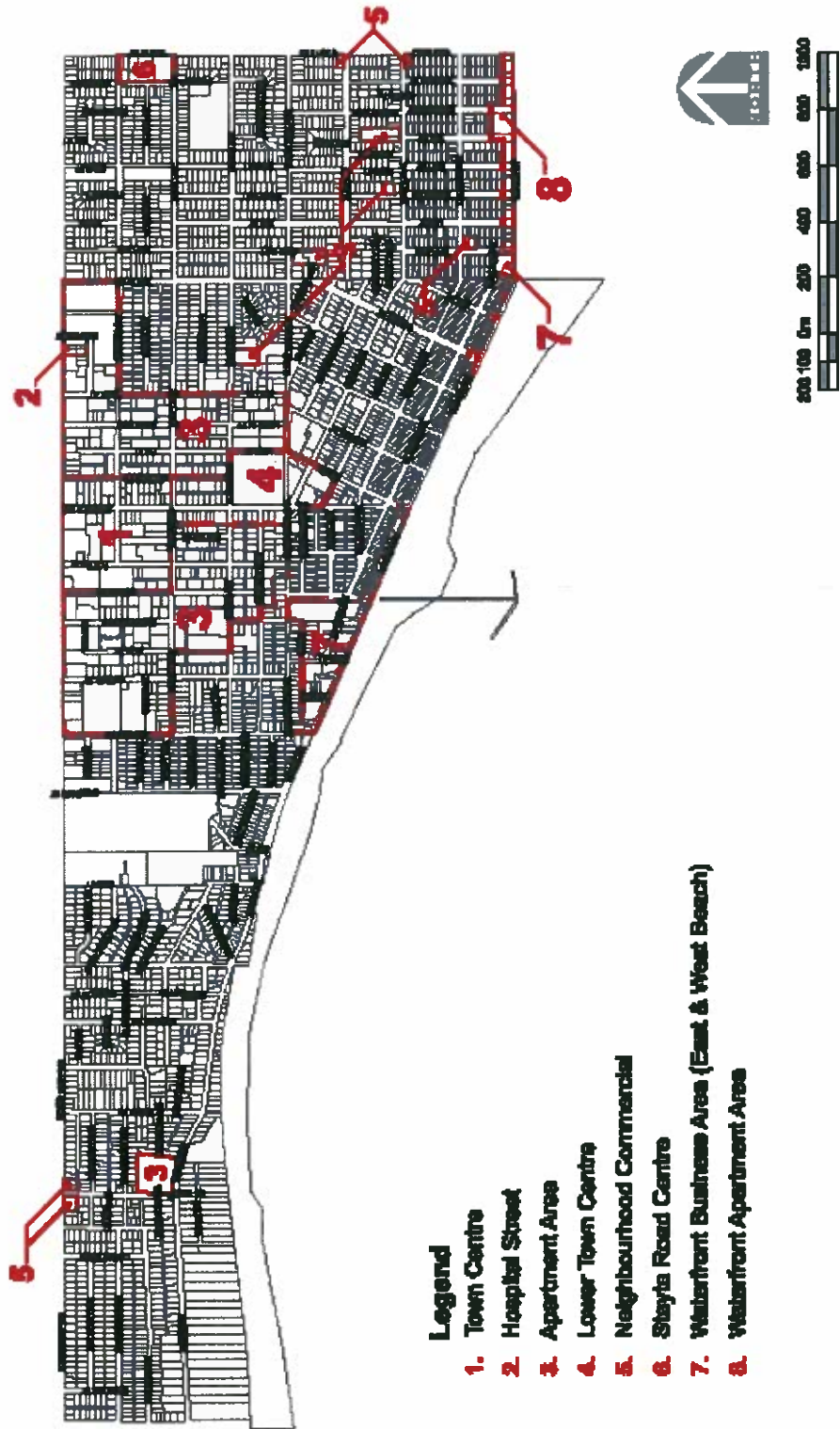
- (a) upon written request of the owner; or
- (b) if the property value taxes owing on the property go into arrears; or
- (c) if any of the requirements of this Bylaw or the conditions contained in the Agreement referred to in Section 11 above are not met.

RECEIVED FIRST READING on the	27 <sup>th</sup> day of September, 2010.
RECEIVED SECOND READING on the	27 <sup>th</sup> day of September, 2010.
RECEIVED THIRD READING on the	27 <sup>th</sup> day of September, 2010.
NOTICE PUBLISHED (Peace Arch News) on the	8 <sup>st</sup> day of October, 2010.
NOTICE PUBLISHED (Peace Arch News) on the	15 <sup>th</sup> day of October, 2010.
NOTICE PUBLISHED (Peace Arch News) on the	22 <sup>nd</sup> day of October, 2010.
RECONSIDERED AND FINALLY ADOPTED on the	25 <sup>th</sup> day of October, 2010.

  
\_\_\_\_\_  
**MAYOR**

  
\_\_\_\_\_  
**CITY CLERK**

### SCHEDULE "A"



**SCHEDULE D- Development Permit Areas**

**SCHEDULE "B"**

**REVITALIZATION TAX EXEMPTION AGREEMENT**

**THIS AGREEMENT** dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

**THE CITY OF WHITE ROCK**

(the "City")

**AND:**

Name and Address of owner of Eligible lands

(the "Owner")

**WHEREAS**

- A. The City has through the Revitalization Tax Exemption Bylaw No.1915, 2010 (the "Bylaw") established a revitalization tax exemption program for the purpose of encouraging revitalization, development and redevelopment within the City's Town Centre, Lower Town Centre and Waterfront Business Areas (East and West Beach).
- B. The Owner is the owner of the eligible lands covered by this Agreement, for the purpose of the imposition of property value taxes under section 197 of the *Community Charter*, and has applied for a tax exemption under the provisions of the Bylaw;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and agreements contained herein and the payment by the Owner to the Municipality of consideration in the amount of Ten Dollars (\$ 10.00), the receipt and sufficiency of which are acknowledged by the Municipality, the Municipality and Owner covenant and agree with each other as follows:

**1. DEFINITIONS**

In this Agreement the following terms have the following meanings:

- a) "City Centre Downtown" has the same meaning as under the Bylaw;
- b) "complete" has the same meaning as under the *Builders Lien Act*;
- c) "eligible improvements" means the improvements that the owner proposes to construct on the eligible lands as shown in the plans attached as Schedule "A" to this Agreement;
- d) "eligible lands" means the lands legally described as:  
[insert legal description of lands to which the agreement relates]
- e) "municipal property taxes" means the property value taxes imposed on the eligible improvements by the Municipality under section 197(1)(a) of the *Community Charter*;
- f) "redevelop" has the same meaning as under the Bylaw;

- g) **“revitalization tax exemption certificate”** means the revitalization tax exemption certificate issued in accordance with section 8 of this Agreement, and in accordance with the Bylaw;
- h) **“downtown revitalization tax exemption program”** means the revitalization tax exemption program established under the Bylaw;
- i) **“tax exemption”** means the amount of the revitalization tax exemption for the eligible improvements authorized under the Bylaw.

**2. TERM**

This Agreement commences on the day of its execution and shall continue in force until the cancellation or expiry of the revitalization tax exemption certificate, unless this Agreement is terminated earlier in accordance with section 9 of this agreement.

**3. APPLICABLE IMPROVEMENTS**

This Agreement and the tax exemption provided applies only to the eligible improvements on the eligible lands.

**4. REPRESENTATIONS AND WARRANTIES**

The Owner represents and warrant to the Municipality that:

- a) [insert where owner is a corporation] the Owner is a corporation duly incorporated under the laws of [place of jurisdiction], and has the power and authority to enter into this agreement and to perform all actions required of the Owner under this agreement, and that this agreement has been duly authorized by all requisite proceedings;
- b) the Owner is the sole owner of the eligible lands and the eligible improvements for the purpose of property assessment and taxation.

**5. REQUIREMENTS FOR TAX EXEMPTION CERTIFICATE**

Before a revitalization tax exemption certificate is issued for the eligible improvements:

- a) the Owner must submit to the City’s satisfaction and approval:
  - i. confirmation in a form satisfactory to the City that the Owner has completed the eligible improvements in substantial conformity with the plans attached as Schedule “A” to this Agreement; and
  - ii. a copy of the occupancy permit issued by the City of White Rock building inspector for the eligible improvements.
- b) the City must have received from the British Columbia Assessment Authority:
  - i. in the case of an eligible improvement that is a new building, confirmation of the assessed value of the eligible improvement; and
  - ii. in the case of an eligible improvement that is a redeveloped building, confirmation of the increase in the assessed value of the eligible improvement attributed to the redevelopment.

**6. CONDITIONS**

Where the City issues a revitalization tax exemption certificate, as a condition of continuing to receive the revitalization tax exemption the Owner must continuously use the eligible improvements for the use stated in the Owner’s revitalization tax exemption application, as submitted to the City, for the duration of the tax exemption authorized.

**7. OWNER'S COVENANTS**

The Owner covenants and agrees that:

- a) the Owner is solely responsible for all costs associated with construction of the eligible improvements, including but not limited to the cost of extending, expanding or connecting to any municipal infrastructure or services required for the development or operation of the eligible improvements;
- b) the Owner shall construct the eligible improvements in accordance with all applicable statutes and regulations and in accordance with all permits and approvals issued for the eligible improvements;
- c) the Owner shall comply promptly, at its own expense, with the legal requirements of all authorities in respect to construction of the eligible improvements on the eligible lands.

**8. REVITALIZATION TAX EXEMPTION CERTIFICATE**

Upon the requirements of section 5 of this Agreement being fulfilled, a revitalization tax exemption certificate may be issued to the Owner for the eligible improvements if the Owner is otherwise in compliance with this Agreement and the Bylaw.

The revitalization tax exemption certificate shall specify the basis of the tax exemption in accordance with the terms of the Bylaw.

The revitalization tax certificate shall provide that the certificate may be cancelled by the Council if the conditions under this Agreement are not met, or if this Agreement is subject to termination under section 9 of this agreement.

**9. CANCELLATION OF REVITALIZATION TAX CERTIFICATE**

The revitalization tax exemption certificate may be cancelled by the City:

- a) on the request of the Owner,
- b) if any of the conditions under this Agreement are not met, or
- c) if this Agreement is terminated in accordance with section 12 of this agreement.

**10. TAX EXEMPTION**

So long as the revitalization tax exemption certificate in respect of the eligible improvements has not been cancelled, the eligible improvements are exempt from municipal property taxes to the extent, for the term and subject to the conditions provided for in the certificate.

**11. CITY'S RIGHTS**

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 eligible lands, all of which may be fully and effectively exercised in relation to the eligible lands as if this Agreement had not been executed and delivered by the Owner.

**12. TERMINATION**

The City may terminate this Agreement in the event that:

- a) construction of the eligible improvements does not commence within 6 months of the date of this Agreement; or
- b) the Owner fails to comply with the condition stated in section 6 of this agreement.



**13. TAX RECAPTURE**

If the revitalization tax exemption certificate is cancelled during a year in which the Owner of the eligible improvements has received an exemption from municipal property taxes, a recapture amount is payable calculated as equal to a percentage of the amount of the exemption with the percentage being equivalent to the percentage of the taxation year remaining from the date of the cancellation.

**14. NO REPRESENTATIONS**

The City has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise), express or implied with the Owner other than those expressly contained in this Agreement;

**15. GENERAL PROVISIONS**

The City and the Owner both agree that:

**Time**

a) time is of the essence of this Agreement;

**Agreement**

b) this Agreement constitutes the entire agreement between the City and the Owner with regards to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the City with the Owner;

**Assignment**

c) this Agreement, and the benefit of the tax exemption, may be assigned by the Owner to a purchaser of, or a successor in title to, the eligible lands, with the consent of the City, not to be unreasonably withheld.

**Notices**

d) any notice required to be given under this Agreement shall be deemed to be sufficiently given:  
i. if delivered to the party's address identified in sub-paragraph (ii), at the time of delivery, and  
ii. if by registered mail or facsimile transmission addressed:

to the City at:

Director of Financial Services  
City of White Rock  
15322 Buena Vista Ave.  
White Rock, B.C. V4B 1Y6

to the Owner at:

[insert address]

or at another address or fax number a party may from time to time designate, seventy - two (72) hours after the time and date of mailing, or in the case of fax transmission, at the time of sending if reasonable confirmation of delivery is obtained by the sender. If, at the time of the mailing of the notice, the delivery of

mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lock-out or other labour dispute, then the notice may only be given by fax transmission or actual delivery of it;

**Binding Effect**

- e) this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, and permitted assignees:

**Amendment**

- f) the parties hereto may by agreement amend the terms of this Agreement, provided that such amendment must be in writing and executed by both parties;

**Law Applicable**

- g) this Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia;

**Interpretation**

- h) when the singular or neuter are used in this Agreement, they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require;
- i) all provisions of this Agreement are to be construed as covenants and agreements as though the words importing covenants and agreements were used in each separate paragraph;
- j) the headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or provision of it.

**IN WITNESS WHEREOF** the parties have executed this Agreement the day and year first above written.

**The City of White Rock** by its authorized signatories:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

[XXX] by its authorized signatory:  
  
\_\_\_\_\_

**SCHEDULE "C"**

**APPLICATION FOR REVITALIZATION TAX EXEMPTION**

Date: \_\_\_\_\_

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

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

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

Role Number: \_\_\_\_\_

I hereby certify that:

- a) I am the owner of the property identified in this application;
- b) I intend to construct [fill in general summary of project and indicate appropriate category] in the [specify correct revitalization tax exemption area] and have received all necessary authorizations for the construction of that building, including a building permit, or
- c) I intend to renovate and/or enlarge [fill in general summary of project] in the [specify correct revitalization tax exemption area] and have received all necessary authorizations for that work including a building permit.
- d) I acknowledge that the granting of a Revitalization Tax Exemption Certificate is subject to all conditions and requirements of the Revitalization Tax Exemption Bylaw, including but not limited to the execution of a revitalization tax exemption agreement;
- e) I have attached to this application:
  - i. true copies of the architectural plans for the proposed building/redevelopment work;
  - ii. a true copy of the building permit for the proposed building/redevelopment work.

\_\_\_\_\_  
Signature of Applicant or authorized signatory

**SCHEDULE "D"**

**TAX EXEMPTION CERTIFICATE**

Date of Issuance: \_\_\_\_\_ Certificate Number: \_\_\_\_\_

Term: [xx] Years \_\_\_\_\_ Date of Expiry: \_\_\_\_\_

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

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

Property Roll Number: \_\_\_\_\_

Increase in Assessed Value: The increase in assessed value the property tax exemption is based on is: **[insert amount of exemption]**

1. This Certificate is subject to the condition that:
  - a) the Owner continuously meet all of its covenants and obligations under the Revitalization Tax Exemption Agreement between the Owner and the City dated \_\_\_\_\_ (the "Agreement");
  - b) all of the conditions under the Agreement for receipt of a tax exemption continue to be met;
  - c) the Agreement not be subject to early termination.
  
2. If the Certificate is cancelled during a year in which the Owner has received an exemption from taxes, a recapture amount is payable calculated as equal to a percentage of the amount of the exemption with the percentage derived from the period of the taxation year remaining from the date of cancellation.

Effective Date: This certificate does not apply to taxation in a calendar year unless it is issued on or before October 31 of the preceding year.

Issued by: \_\_\_\_\_  
Director of Financial Services