



VILLAGE OF HARRISON HOT SPRINGS

NOTICE OF MEETING AND MEETING AGENDA

COMMITTEE OF THE WHOLE

DATE: Monday, March 11, 2013
TIME: 10:00 a.m.
LOCATION: Council Chambers, Harrison Hot Springs

1. CALL TO ORDER

Meeting called to order by Mayor Facio.

2. INTRODUCTION OF LATE ITEMS

3. APPROVAL OF AGENDA

4. ITEMS FOR DISCUSSION

4.1 Cenotaph Location and Cost

4.2 Campbell Lake Trail

4.3 Streetscape Benches

4.4 Beach Signage

4.5 Spring Park Bowling

4.6 Update on Trail Maintenance

4.7 Rendall Park

4.8 Beach Improvements

4.9 Tax Revitalization Bylaw

4.10 Family Day

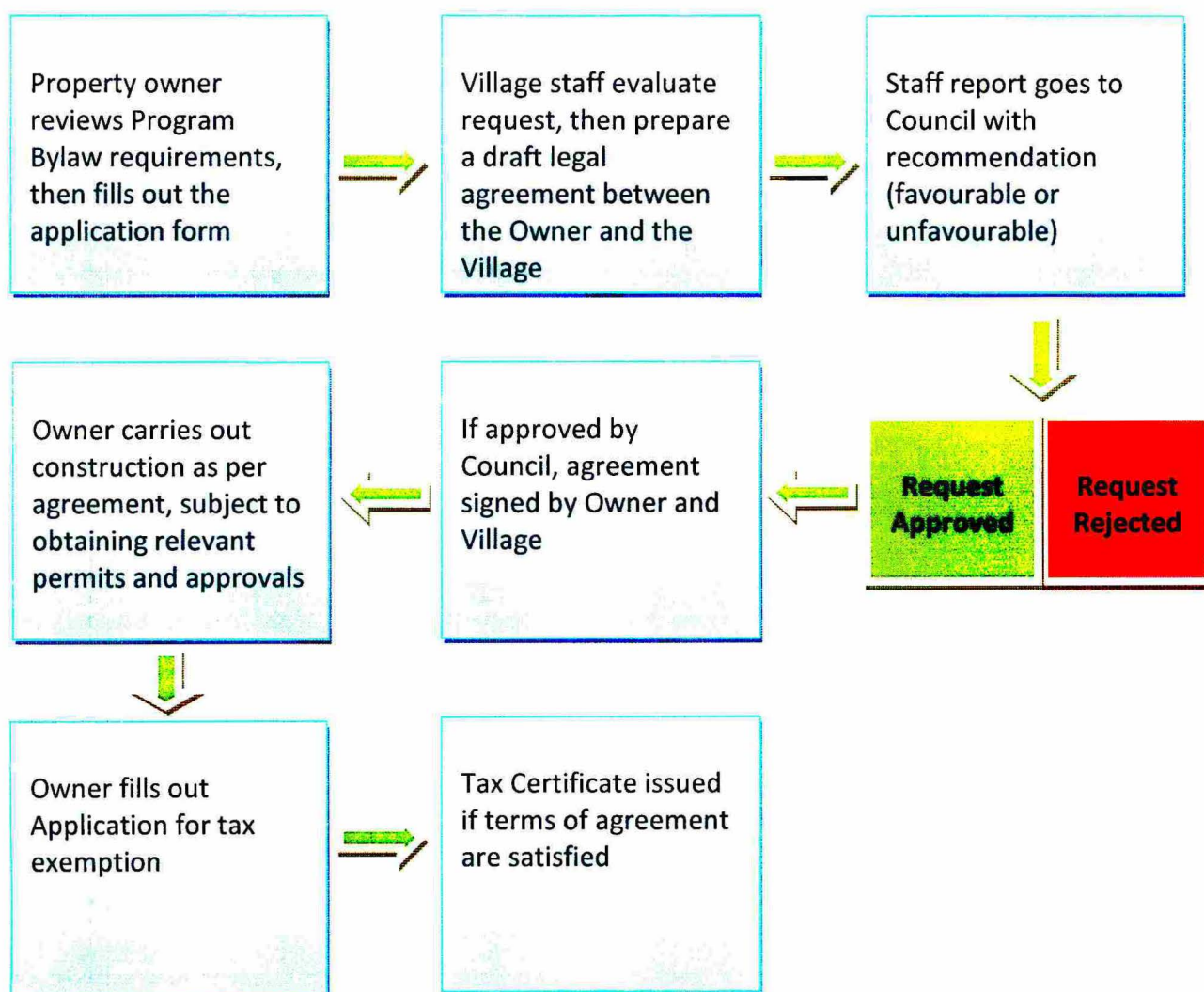
4.11	Other Sources of Revenue
4.12	Foreshore Lease Update

5. PUBLIC QUESTIONS	
6. ADJOURNMENT	



VILLAGE OF HARRISON HOT SPRINGS Revitalization Tax Exemption Program

HOW IT WORKS



"Basic Development Project" means a set of conditions which a standard level of revitalization tax exemption will apply;

"Green Development Project" means a set of conditions under which an extended level of revitalization tax exemption will apply, these projects must have LEED certification of Silver, Gold, or Platinum;

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

3. There is an established a revitalization tax exemption program which includes the following:
 - (1) property tax exemptions prescribed by this bylaw in respect of
 - (a) a construction of a new improvement in excess of \$200,000.00, or
 - (b) exterior alteration of an existing improvement where the alteration has a value in excess of \$200,000.00.
 - (2) the maximum exemption under this bylaw must not exceed the increase in the assessed value of land and improvements on the parcel between:
 - (a) the year before the construction or alteration began, and
 - (b) the year in which the tax exemption certificate under this bylaw is issued.
 - (3) The amounts of exemptions and terms provided under this Bylaw are such that the municipality property tax payable, in Schedule "A" Revitalization Area Map, is as follows:
 - (a) Basic Development Project of value between \$200,000 and \$500,000
Years 1-4: base amount;
Year 5: base amount plus 50% of the difference;
Year 6: full assessment.
 - (b) Basic Development Project of value between \$500,000 and \$1.5 million
Years 1-5: base amount;
Year 6: base amount plus 50% of the difference;
Year 7: base amount plus 75% of the difference;
Year 8: full assessment
 - (c) Basic Development Project of value over \$1.5 million
Years 1-6: base amount;
Year 7: base amount plus 50% of the difference;
Year 8: base amount plus 75% of the difference;
Year 9: full assessment.
 - (d) Green Development Project of value between \$200,000 and \$500,000

Years 1-5: base amount;
Year 6: base amount plus 50% of the difference;
Year 7: full assessment.

(e) Green Development Project of value between \$500,000 and \$1.5 million

Years 1-6: base amount;
Year 7: base amount plus 50% of the difference;
Year 8: base amount plus 75% of the difference;
Year 9: full assessment

(f) Green Development Project of value over \$1.5 million

Years 1-7: base amount;
Year 8: base amount plus 50% of the difference;
Year 9: base amount plus 75% of the difference;
Year 10: full assessment.

4. To be eligible for consideration for a Revitalization Tax Exemption under this bylaw the following conditions must be met:

- (1) With regard to the Basic Development Project:
 - (a) the parcel is located within the Revitalization Area shown on Schedule "A";
 - (b) a construction of a new improvement or an alteration of an existing exterior improvement where the construction has a value in excess of \$200,000.00;
 - (c) the owner of the parcel has entered into an Agreement with the Village.
- (2) With regard to the Green Development Project:
 - (a) all conditions specified for the Basic Development Project exemption in paragraph 4(1), and
 - (b) the building has received a LEED certification of Silver, Gold, or Platinum.

5. This bylaw does not apply to a revitalization project unless:

- (a) the property that is being revitalized is a commercial property, or
- (b) a residential property with four or more dwelling units at the completion of the improvement.

6. Once the conditions established under Section 3 and the Agreement set out in Schedule "B" have been met, a revitalization tax exemption certificate must be issued for the parcel in accordance with the Agreement;

7. The revitalization tax exemption 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.

8. If an Owner wishes a tax exemption under the bylaw, the Owner must apply to the Director of Finance in writing, prior to October 31 of the preceding year and must submit the following with the application:

- (1) a certificate that all taxes assessed and rates, charges, and fees imposed on the Lands have been paid, and where taxes, rates, or assessments are payable by instalments, that all instalments owing at the date of the certificate have been paid;
- (2) a completed written application in a form prescribed by Council and available in the Village office,
- (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 with supporting documentation;
- (4) an examination fee in the amount of \$100.00;
- (5) a copy of the Agreement duly executed by and on behalf of the Owner.

III. READINGS AND ADOPTION

READ A FIRST TIME THIS DAY OF , 2013

READ A SECOND TIME THIS DAY OF , 2013

READ A THIRD TIME THIS DAY OF , 2013

ADOPTED THIS DAY OF , 2013.

Mayor

Corporate Officer



VILLAGE OF HARRISON HOT SPRINGS BYLAW NO. XXXX

VILLAGE CORE 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 Village of Harrison Hot Springs, in open meeting assembled enacts as follows:

I. CITATION

This Bylaw may be cited for all purposes as the "Revitalization Tax Exemption No. XXXX, 2013".

II. INTERPRETATION

2. In this bylaw:

"Approving Officer" means the person appointed by Council as the Approving Officer or their designate

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

"Base Amount Year" means the calendar year prior to the first calendar year in respect of which an Agreement set out in Schedule "B" applies to a parcel in the Revitalization Area;

"Full Assessment" means the amount of municipal property tax that would be payable in respect of a parcel in the revitalization area after the calendar year during which an Agreement set out in Schedule "B" is made, as if the Agreement had never been made;

SCHEDULE "B"
Revitalization Tax Exemption Agreement

THIS AGREEMENT dated for reference the _____ day of _____, 2013.

BETWEEN

[INSERT name and address of owner of parcel in respect of which the revitalization exemption will apply]

("Owner")

AND

Village of Harrison Hot Springs
P.O. Box 160, 495 Hot Springs Road,
Harrison Hot Springs, B.C.
V0M 1K0

GIVEN THAT

- A. The Village 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,
- B. The Lands that are the subject of this Agreement are located in an area designated by the Village's Council as a revitalization area,
- C. The Owner is a registered Owner of the Lands defined in this Agreement,
- D. This Agreement contains the terms and conditions respecting the provision of a municipal property tax exemption under the bylaw defined in this Agreement,
- E. The Owner and the Municipality wish to enter into this Agreement and register it against the title to the Lands as a covenant under Section 219 of the *Land Title Act*,

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

DEFINITIONS

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

“Agreement” means this Agreement, including the standard charge terms contained in this Agreement, together with the General Instrument defined in this Agreement;

“Assessed Value” means the most recent assessed value of the Lands as determined by the assessment authority in the area in which the Lands are located; if such value is not available then the assessed value means the highest price in terms of money that the real property will fetch under all conditions requisite to a fair sale with the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus as estimated by a real estate appraiser accredited in the jurisdiction in which the Lands are located;

“Bylaw” means “Revitalization Tax Exemption Bylaw No. XXXX”, in force from time to time;

“CPI” means the All Items Consumer Price Index for Vancouver, British Columbia, published from time to time by Statistics Canada, or its successor in function, where the base amount year, defined in this Agreement, equals 100;

“Dispose” means to transfer by any method and includes assign, give, sell, grant, charge, convey, bequeath, devise, lease, rent or sublet, divest, release or agree to do any of those things;

“General Instrument” means the Form C under the Land Title (Transfer Forms) Regulation as amended, and all schedules and addenda to the Form C charging the Lands and citing the terms and conditions of this Agreement as the “standard charge terms” for the purposes of the Form C;

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

“LTO” means the New Westminster Land Title Office or its successor;

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

“Prime Rate” means the annual rate of interest, expressed as a percentage, used as a reference rate by the Prospera Credit Union.

TERM

2. The Owner covenants and agrees with the Village that the term of this Agreement is:

(1) [Insert the applicable term from Section 3.(4) of the Bylaw]

APPLICABLE IMPROVEMENTS

3. The tax exemption provided for under the bylaw applies in respect of

- (1) a construction of a new improvement in excess of \$200,000.00 on the Lands, or
- (2) the exterior alteration of an existing improvement, where the value of the alteration referred to in the building permit is in excess of \$200,000.00

on the Lands.

REVITALIZATION TAX EXEMPTION CERTIFICATE

4. (1) Once the Owner has completed the construction of the new improvement or alteration of an existing improvement referred to in Section 3, and the Village has issued an occupancy permit under the Village's Building Regulation Bylaw, in force from time to time, in respect of the new improvement or alteration of an existing improvement, the Village's Council must issue a revitalization tax exemption certificate to the Owner for the Lands if the Owner and the Lands are otherwise in compliance with this Agreement.
- (2) An interim certificate may be issued.
- (3) A revitalization tax exemption certificate must, in accordance with the Bylaw and this Agreement, specify the following:
 - (a) the amount of the tax exemption or the formula for determining the exemption;
 - (b) the term of the tax exemption;
 - (c) the conditions on which the tax exemption is provided;
 - (d) that a recapture amount is payable if the certificate is cancelled and how that amount is to be determined.

TAX EXEMPTION

5. So long as a revitalization tax exemption certificate in respect of the Lands has not been cancelled, the Lands are exempt, to the extent, for the period and subject to the conditions provided in the certificate, from municipal property taxation.
6. The revitalization tax exemption certificate may be cancelled by the Council of the Village
 - (1) on the request of the Owner, or
 - (2) if any of the conditions in the certificate are not met.

OWNERS OBLIGATIONS

7. The Owner must pay to the Village the cost of all tie-ins of works and services associated with the new improvements or alteration to improvements, to existing storm and sanitary sewers, water mains, water meters, driveways, and other municipal services.

8. The Owner must comply with
- (1) all enactments, laws, statutes, regulations and Orders of any authority having jurisdiction, including bylaws of the Village, and
 - (2) all federal, provincial, municipal and environmental licenses, permits and approvals required under applicable enactments.

OBLIGATIONS OF VILLAGE

9. The Village 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 Village under the Village'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.

VILLAGE'S RIGHTS AND POWERS

10. Nothing contained or implied in this Agreement prejudices or affects the Village's rights and powers in the exercise of its functions or its rights and powers under any public and private statutes, bylaws, orders, or regulations to the extent the same are applicable to the Lands, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner.

GENERAL PROVISIONS

11. It is mutually understood, agreed, and declared by and between the parties that Harrison Hot Springs has made no representations, covenants, warranties, guarantees, promises, or agreements (oral or otherwise), express or implied, with the Owner other than those expressly contained in this Agreement.
12. The Owner covenants and agrees to use best efforts to do or cause to be done, at the expense of the Owner, all acts reasonably necessary to grant priority to this Agreement as a covenant over all charges and encumbrances which may have been registered against the title to the Lands in the New Westminster/Vancouver Land Title Office, save and except those specifically approved in writing by the Village or in favour of the Village.
13. The covenants set forth in this Agreement shall charge the Lands pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with the Lands and bind the Lands and every part or parts thereof, and every part to which the Lands may be divided or subdivided, whether by subdivision plan, strata plan, or otherwise.
14. The covenants set forth in this Agreement shall not terminate if and when a purchaser becomes an owner in fee simple of the Lands or any portion thereof, but shall charge the whole of the interest of such purchaser and shall continue to run with the Lands and bind the Lands and all future owners for the time being of the Lands or any portion thereof, except the Owner will be entitled to a partial discharge of this Agreement with respect to

any subdivided parcel of the Lands on acceptance of the works and on compliance by the Owner with all requirements under this Agreement with respect to the subdivided portion of the Lands.

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

and:

to the Village at:
Village of Harrison Hot Springs
P.O. Box 160, 495 Hot Springs Road,
Harrison Hot Springs, B.C.
V0M 1K0
Attention: CAO

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

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

(b) Waiver of any default by a party shall not be deemed to be a waiver of any subsequent default by that party.

22. This Agreement is not intended to create a partnership, joint venture, or agency between the Owner and the Village.
23. This Agreement shall be construed according to the laws of the Province of British Columbia.
24. A reference in this Agreement to the Village or the Owner includes their permitted assigns, heirs, successors, officers, employees, and agents.
25. This Agreement is effective from and after the reference date in this Agreement, but only if this Agreement has been executed and delivered by the Developer and executed by the Village.
26. The parties intend, by their execution and delivery of this Agreement, to create a covenant granted to the Village under Section 219 of the *Land Title Act*, a contract, and a deed executed and delivered to the Village under seal.
27. Unless otherwise expressly provided in this Agreement, whenever the Village is permitted to make or give any decision, direction, determination, or consent, the Village may act in its sole discretion, but will act reasonably.
28. Unless otherwise expressly provided in this Agreement, the expense of performing the obligations and covenants of the Owner contained in this Agreement, and of all matters incidental to them, is solely that of the Owner.
29. The Owner represents and warrants to the Village that
 - (1) all necessary corporate actions and proceedings have been taken by the Owner to authorize its entry into and performance of this Agreement;
 - (2) upon execution and delivery on behalf of the Owner, this Agreement constitutes a valid and binding contractual obligation of the Owner;
 - (3) 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
 - (4) the Owner has the corporate capacity and authority to enter into and perform this Agreement.



Village of Harrison Hot Springs
SCHEDULE "C"
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 Revitalization Tax Exemption Bylaw No. **XXXX** and applicable schedules.

Signature Property Owner/Applicant Date

Schedule A - Revitalization Area

