



CITY OF PRINCE GEORGE

City of Prince George
Multi-Family Housing Incentive Bylaw
Bylaw No. 8679, 2015

CONSOLIDATED VERSION

CONSOLIDATED FOR CONVENIENCE

Revised: September 17, 2018

CONSOLIDATED VERSION**“CITY OF PRINCE GEORGE MULTI-FAMILY HOUSING INCENTIVE****BYLAW NO. 8679, 2015”**

This is a consolidation of the bylaws listed below and includes amendments up to the date noted on the cover page. This document is for convenience only and is not the legal or official version. Certified copies of the original bylaws should be consulted for all interpretations and applications of the subject Bylaw. Copies can be obtained through the Legislative Services Division at City Hall by contacting (250) 561-7792 or cityclerk@princegeorge.ca.

<u>AMENDING BYLAW</u>	<u>EFFECTIVE DATE</u>	<u>AMENDMENT(S)</u>
Bylaw No. 8972, 2018	September 17, 2018	Fourth “AND WHEREAS” clause; Section 2; Section 4.1(c); Section 8.1 (b); and Schedule “D”
Bylaw No. 8763, 2016	June 27, 2016	First “AND WHEREAS” clause; Section 2; Section 4.2; Section 5.2 (a); Section 5.2, Table 1; Section 5.3(a); Section 5.3, Table 2; Section 6.2; Section 6.5; Section 7.1; Section 7.2; Section 8.4; Section 9.1; Schedule “B”; Schedule “C”; and Schedule “D”

CITY OF PRINCE GEORGE
BYLAW NO. 8679, 2015

**Amending
Bylaws**

A Bylaw to provide for revitalization tax exemptions that include reductions in development cost charges to encourage a greater variety of multi-family housing in key growth areas.

WHEREAS Council may, by bylaw, establish a revitalization tax exemption program under section 226 of the *Community Charter*;

8763, 2016 **AND WHEREAS** Council may, pursuant to s. 563(1) of the *Local Government Act*, reduce a development cost charge for an eligible development, as defined by bylaw, by an amount or rate of reduction described in the bylaw;

AND WHEREAS Council wishes to establish a revitalization tax exemption and development cost charges reduction program for multi-family residential development in Primary and Secondary Growth Areas, as shown on the maps attached hereto as Schedule "A";

AND WHEREAS Council wishes that the following objectives of the bylaw be known:

- to encourage multi-family residential development adjacent to downtown that are low-environmental impact and within established growth priority areas with full municipal services, nearby amenities and access to public transit;
- to create a broader range of housing options, with a particular emphasis in providing an increase in adaptable housing units to allow residents to "age in place"; and,
- to attract new community investments in the form of multi-family housing; and,

8972, 2018 • to demonstrate leadership to meet the growing need for housing and care facilities for seniors in our community; and

- to encourage partnerships between non-profit housing organizations and developers.

AND WHEREAS Council has considered this bylaw in conjunction with the objectives and policies set out in the City of Prince George Financial Plan Bylaw No. 8659, 2015;

AND WHEREAS; Council may, pursuant to s. 154 of the *Community Charter*, delegate its powers, duties and functions to an officer or employee of the City;

AND WHEREAS the *Community Charter* requires that notice be provided of the creation of such a revitalization tax exemption and such notice has been provided;

NOW THEREFORE, in open meeting assembled, Council of the City of Prince George **ENACTS AS FOLLOWS:**

1. BYLAW ADMINISTRATION

1.1 This bylaw may be cited for all purposes as the "City of Prince George Multi-Family Housing Incentive Bylaw No. 8679, 2015".

1.2 There is hereby established a revitalization tax exemption program under

section 226 of the *Community Charter* for the granting of Tax Exemptions and the issuance of Tax Exemption Certificates for the Parcels.

- 1.3 The terms and conditions upon which a Tax Exemption may be granted and a Tax Exemption Certificate may be issued are as set out in this Bylaw, in the Agreement and in the Tax Exemption Certificate.
- 1.4 The General Manager of Planning and Development is the designated municipal officer for the purpose of section 226 (13) in the *Community Charter*.
- 1.5 Council delegates to the General Manager of Planning and Development the authority to receive and review applications for Tax Exemptions, approve qualifying Projects, enter into Agreements under this bylaw on behalf of the City, issue and cancel Tax Exemption Certificates, exercise discretion under section 12 of this bylaw, and do all other things required to be done by Council under this bylaw.

2. DEFINITIONS

In this bylaw:

“2015 Multi-Family Incentive Bylaw” means the City of Prince George Multi-Family Incentive Bylaw No. 8679, 2015, as amended or consolidated;

“Adaptable Dwelling Unit” means dwellings that meet, at a minimum, the Adaptable Housing Standards attached as Schedule “C”. Alternative standards that the General Manager deems to be equivalent to or exceed the B.C. Building Code Adaptable Housing Standards will also qualify;

“Agreement” means a revitalization tax exemption agreement between the owner of a Parcel and the City, generally in the format attached to, and forming part of, this Bylaw as Schedule “B”;

8763, 2016	“Assessed Value of Residential Improvements” means the BC Assessment Authority’s assessed value of residential improvements on the parcel;
8763, 2016	“Base Value” means the assessed value of residential improvements between the year before the construction or alteration began and the year in which the Tax Exemption Certificate is issued;
	“Building Official” means the City of Prince George Building Inspector;
8972, 2018	“Care Facility” as defined within the “City of Prince George Zoning Bylaw No. 7850, 2007”, as amended from time to time;
	“City” means the City of Prince George;
	“Common Amenity Space” means a common space in a multi-family development used by all of its residents for cultural, social or recreational activities. Examples of Common Amenity Space include gardens, playgrounds, shared cooking facilities, fountains, pathways, fitness centres, pools, meeting rooms or lounges which are for the exclusive use of the residents of the development;
	“Construction Value” means the value of the improvement on the eligible development as determined by a certificate from the Property Owner’s design professional, in form and content satisfactory to the City’s General Manager of Planning and Development;

“Council” means the council of the City of Prince George;

“Dwelling” as defined within the City of Prince George Zoning Bylaw;

“Exempt Use” has the meaning given in any revitalization tax exemption agreement issued pursuant to the 2015 Multi-Family Incentive Bylaw

“General Manager” means the official appointed by Council as the head of the Planning and Development Department, and for the purpose of this Bylaw includes the Manager of Economic Development.

8763, 2016	<p>“Low Environmental Impact” means the Project is:</p> <ul style="list-style-type: none"> i. Located in the Primary Growth Area designated on Schedule A to this bylaw; ii. Meets a minimum residential density of 50 dwellings per hectare; and iii. Includes 2 items from the List of Low Environmental Impact Standards outlined in Schedule “D”.
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“Multi-family Housing” means 3 or more attached residential dwelling units.

“Non-profit Housing” means non- market housing required for non-profit organizations’ registered under the *Society Act*. Non-market Housing means affordable housing developed with government assistance, which may or may not include ongoing subsidy, and which rents or sells for below market value, at amounts affordable to low-income households.

“Parcel” or “Parcels” has the same meaning as in the Schedule to the *Community Charter* and, for the purposes of this Bylaw, means a parcel(s) situated within the Revitalization Area upon which an owner proposes a Project;

“Primary Growth Area” means the properties designated as such in Schedule “A” to Bylaw No. 8679, 2015;

“Project” means a revitalization project on a Parcel involving the construction of a new improvement or alteration of an existing improvement;

“Registered Professional” means a professional engineer, architect or other professional with experience relevant to the applicable matter, as determined by the Director;

“Secondary Growth Area” means the properties designated as such in Schedule “A” to Bylaw No. 8679, 2015;

8972, 2018	<p>“Seniors” persons defined as fifty five (55) years of age and older;</p> <p>“Tax Exemption” means a revitalization tax exemption pursuant to this bylaw;</p> <p>“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 <i>Community Charter</i>;</p>
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8763, 2016	<p>“Water Efficient Landscaping” – deleted by Bylaw No. 8763, 2016</p>
8763, 2016	<p>“Xeriscaping” – deleted by Bylaw No. 8763, 2016</p>

3. INELIGIBLE DEVELOPMENTS

3.1 Notwithstanding anything in this bylaw, the following types of development are ineligible for incentives under this Bylaw:

- (a) Single Family Dwellings;
- (b) Duplex Dwellings;
- (c) Secondary Suites;
- (d) Properties receiving an exemption under the City of Prince George Permissive Tax Exemption Policy; and
- (e) Projects for which an exemption has been applied for or received under the City of Prince George Downtown Revitalization Tax Exemption Bylaw.

4. GENERAL ELIGIBILITY CONDITIONS

4.1 The following general conditions must be met in order to be eligible for incentives under this Bylaw:

- (a) The project must be located on land designated as a Primary or Secondary Growth Area on Schedule “A” of Bylaw No. 8679, 2015. Any parcel that is partially designated within the Primary or Secondary Growth Area on Schedule “A” of Bylaw No. 8679, 2015 will be considered eligible for the tax exemption under this Bylaw;
- (b) The project must be a Multi-family Housing Project;

8972, 2018

- (c) Notwithstanding sections 4.1 (a) and (b); City-owned parcels may be considered eligible for the tax exemption under this bylaw that are:
 - i) Under sale agreement for the development of seniors multi-family housing and/or care facilities,
 - ii) In proximity to Primary or Secondary Growth Areas on Schedule “A” to Bylaw No. 8679, 2015; and
 - iii) Shall be provided the five (5) year tax exemption;

- (d) The project must meet the requirements set out in the City of Prince George Zoning Bylaw and must be consistent with the future land use designation for the Parcel, as set out in the Official Community Plan Bylaw;
- (e) The project must be a renovation or new construction with a minimum Construction Value of \$300,000;
- (f) 50% of dwelling units must be Adaptable Dwelling Units as defined by this bylaw. In cases where this percentage includes a decimal, the calculation will be rounded up if the decimal is above 0.5 and rounded down if it is below 0.4.
- (g) At least one of the following two livability standards must be met:
 - i. Each dwelling unit must include useable balconies, porches or private green space suitable for seating; or
 - ii. The development must provide Common Amenity Space.
- (h) At least three of the four following design standards must be met:
 - iii. Exposed wood is included as a major or minor design feature (heavy timber, manufactured products such as glulams, or others);

- iv. Use of a variety of exterior materials; preference is given to wood, stone, brick, concrete (e.g. hardie plank), metal and glass;
- v. Development that creates pedestrian-friendly street frontages by incorporating design features that connect the building frontages to the street (i.e. windows, doorways, decks, paths to the street, landscaping along the street, etc.)
- vi. Design includes varied and interesting facades, including a variety of rooflines, roof cover over entry points, balconies and porches.

8763, 2016 **4.2** The City may require the owner enter into a housing agreement with the City pursuant to section 483 of the *Local Government Act*.

4.3 The City may require the owner enter into a covenant with the City pursuant to section 219 of the *Land Titles Act*.

4.4 An owner may be required, upon demand, to provide additional information regarding the status of any eligible development for which an exemption has been approved.

5. EXTENT OF INCENTIVES

5.1 The extent of incentives offered under this bylaw are outlined below in 5.2 and 5.3 and re-iterated in Table 1 and Table 2:

5.2 Primary Growth Areas

Properties located in Primary Growth Areas as shown on Schedule “A” to this bylaw and that meet the General Conditions set out in Section 4.1 of this bylaw are eligible for the following:

8763, 2016 (a) 100% tax exemption on the assessed value of residential improvements of the municipal portion of property taxes for 10 years.

(b) Reduction in Development Cost Charges to the rate indicated for “Area D” in the City of Prince George Development Cost Charge Bylaw No. 7825, 2007 Schedule B for projects that are considered Low Environmental Impact.

(c) Waiver of Development Cost Charges for individual units that are considered Non-Profit Housing, provided that the developer registers a covenant on title that restricts the Non-Profit Housing portion of the development to that use for a period of at least 10 years.

8763, 2016 **Table 1**

Tax Exemption Term	DCC Reduction
10 years	<i>Low Environment Impact</i> – Reduce to charge equivalent to Area D in DCC Bylaw 7825
	<i>Non-profit housing unites</i> – 100% reduction

5.3 Secondary Growth Areas

Properties located in Secondary Growth Areas as shown on Schedule “A” to this bylaw and that meet the General Conditions set out in Section 4.1 of this bylaw are eligible for the following:

8763, 2016 (a) 100% tax exemption on the assessed value of residential improvements of the municipal portion of property taxes for 5 years.

(b) Waiver of Development Cost Charges for individual units that are considered Non-Profit Housing, provided that the developer registers a covenant on title that restricts the Non-Profit Housing portion of the development to that use for a period of at least 10 years.

8763, 2016	Table 2	
	Tax Exemption Term	DCC Reduction
	5 years	<i>Non-profit housing units – 100% reduction</i>

6. LIMIT OF INCENTIVES

6.1 The Tax Exemption applies only to the municipal portion of property taxes.

8763, 2016	6.2 The Tax Exemption applies to the Assessed Value of Residential Improvements and does not apply to Assessed Value of Land.
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6.3 The Tax Exemption and Development Cost Charge reductions only apply to the multi-family residential development portion of the development.

6.4 The City reserves the right to reduce the amount of tax exemptions and/or development cost charges offered or deny applications for tax exemptions and development cost charge reductions in cases where the City has sold the land to the applicant for below market value;

8763, 2016	6.5 Applications for consideration will only be accepted until the date which is 5 years following the adoption date of this bylaw, or when \$75,000,000.00 of Assessed Value of Residential Improvements in the aggregate under the Revitalization Program set out herein has been achieved, whichever occurs first. The City will monitor the total values closely and, when the limit is being approached, that Council amend the bylaw to provide a fixed date by which all applications must be submitted.
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7. CALCULATION OF TAX EXEMPTION

8763, 2016	7.1 For renovations, the amount of the tax exemption will be calculated as the Base Value multiplied by the municipal tax rate, for each of the taxation years over the term of the tax exemption. The “Base Value” remains constant throughout the term of the tax exemption.
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8763, 2016	7.2 For new construction, the amount of the tax exemption will be calculated as the assessed value of residential improvements for the Project multiplied by the municipal tax rate, for each of the taxation years over the term of the tax exemption.
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8. APPLICATION REQUIREMENTS FOR INCENTIVES

8.1 In order for a Parcel to be considered for tax exemptions and/or reductions in Development Cost Charges under this Bylaw, the owner must complete the following application process:

- (a) At time of application for Building Permit, the applicant must provide:
 - i) A letter from the Project’s Registered Professional identifying their qualification for Development Cost Charges reductions.

8972, 2018	(b) Prior to issuance of the Building Permit, the applicant must provide: <ul style="list-style-type: none"> i. an application in a form prescribed by the City; ii. a completed and signed Agreement; iii. a certificate that all taxes assessed and rates, charges and fees imposed on the Parcel have been paid, and, where taxes, rates or
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- assessments are payable by installments, that all installments owing at the date of application have been paid;
- iv. a letter from the Project’s Registered Professional describing the Project and explaining how the eligibility requirements are met.
- v. verification from the owner’s design professional, in a form satisfactory to the City’s General Manager of Planning and Development, certifying the construction value of the Project;
- vi. an administration fee in the amount prescribed by the “City of Prince George Comprehensive Fees and Charges Bylaw No. 7557, 2004”, as amended from time to time; and
- vii. payment of the reduced Development Cost Charges, in accordance with the “City of Prince George Development Cost Charge Bylaw No. 7825, 2007” as amended from time to time.

- (c) Prior to Final Occupancy, the applicant shall provide:
 - i. a letter from the Project’s Registered Professional confirming that the Project meets the eligibility requirements.

8.2 In cases where a Project is constructed in phases, an application for a tax exemption on each phase of the development will be permitted. In no case can an individual tax exemption application remain active for more than 3 years from the date the application is made.

8.3 The applicant must notify the City of Prince George to confirm Final Occupancy by date agreed to within Agreement.

8763, 2016 **8.4** Pursuant to the *Community Charter*, an exemption certificate does not apply to taxation in a calendar year unless the exemption certificate is issued on or before October 31 in the preceding year.

8.5 The application will be cancelled if the applicant has not notified the City of final occupancy within 3 years of submitting an application for a tax exemption.

8.6 If an applicant fails to submit outstanding required application materials within one (1) year of being notified of such requirements, then the application shall be considered inactive and closed. If the applicant wishes to proceed with the activity or development that was the subject of the application, the applicant must submit a new application.

8.7 Within 30 days of the General Manager’s decision to reject or refuse the application, the applicant may request that Council reconsider the decision in accordance with the following:

- (a) the request shall be in writing, and include reasons in support of the reconsideration;
- (b) upon receipt of a complete written request for Council’s reconsideration, the General Manager shall prepare and forward a report to Council attaching the application and setting out the reasons for the decision;
- (c) at a date and time set by Council the applicant shall have the opportunity to appear before Council and be heard regarding the decision of the General Manager; and,
- (d) following this, Council shall reconsider the decision of the General Manager and either uphold the decision or substitute the Council’s

decision for the General Manager's.

9. CANCELLING A TAX EXEMPTION CERTIFICATE

8763, 2016 **9.1** Pursuant to the *Community Charter*, cancellation of a tax exemption certificate does not apply to taxation in a calendar year unless the exemption certificate is cancelled on or before October 31 in the preceding year.

9.2 If, pursuant to the terms and conditions specified in the Agreement or the Tax Exemption Certificate, the Tax Exemption Certificate is cancelled, the owner of the Parcel for which the Tax Exemption Certificate was issued will remit to the City:

- (a) an amount, as determined by the City, of municipal property taxes payable for the balance of the year, calculated pro rata based on the annual amount of municipal taxes that would have been payable but for the Tax Exemption; and,
- (b) an amount, as determined by the City, of municipal property taxes payable to the City, calculated pro rata based on the annual amount of municipal taxes that would have been payable but for the Tax Exemption, for any period during which the conditions and obligations specified in this Bylaw, the Agreement or the Tax Exemption Certificate were not satisfied.

9.3 Any amounts owing to the City pursuant to Section 9.1 will be deemed to be municipal property taxes and any such amounts that are not paid by December 31 of the taxation year in which they fall due will become taxes in arrears in the following year and collectable as taxes in arrears.

READ A FIRST TIME THIS **30TH** DAY OF **NOVEMBER** , **2015.**

READ A SECOND TIME THIS **30TH** DAY OF **NOVEMBER** , **2015.**

READ A THIRD TIME THIS **30TH** DAY OF **NOVEMBER** , **2015.**

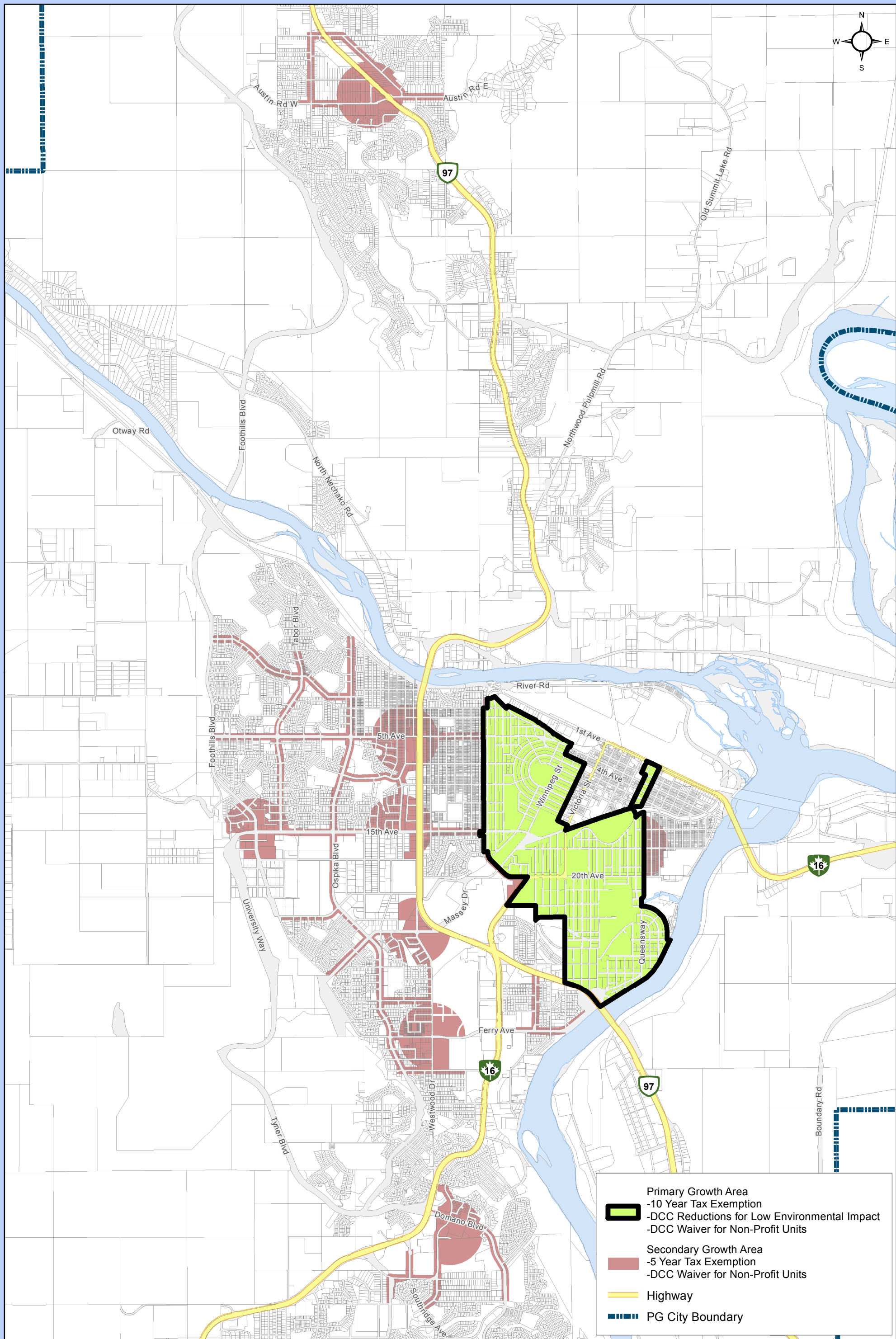
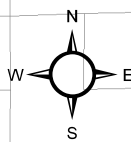
All three readings passed by a **UNANIMOUS** decision of Members of City Council present and eligible to vote.

ADOPTED THIS **14TH** DAY OF **DECEMBER** , **2015,**

BY A **UNANIMOUS** DECISION OF ALL MEMBERS OF CITY COUNCIL PRESENT AND ELIGIBLE TO VOTE.

LYN HALL
MAYOR

WALTER BABICZ
CORPORATE OFFICER



- Primary Growth Area**
 - 10 Year Tax Exemption
 - DCC Reductions for Low Environmental Impact
 - DCC Waiver for Non-Profit Units
- Secondary Growth Area**
 - 5 Year Tax Exemption
 - DCC Waiver for Non-Profit Units
- Highway**
- PG City Boundary**

0 400 800 1,200 1,600 2,000 Meters
Coordinate System: NAD 1983 UTM Zone 10N
Projection: Transverse Mercator
Datum: North American 1983

Schedule "A" to Bylaw No. 8679, 2015



1:41000

Schedule "B" to Bylaw 8679, 2015

Amended by: 8763, 2016

REVITALIZATION TAX EXEMPTION AGREEMENT

THIS AGREEMENT dated for reference the ___ day of _____, 20__ is

BETWEEN:

(the "**Property Owner**")

AND:

CORPORATION OF THE CITY OF PRINCE GEORGE

1100 Patricia Boulevard
Prince George, BC
V2L 3V9

(the "**City**")

GIVEN THAT:

- A. The Property Owner is the registered owner in fee simple of lands in the City of Prince George at <insert civic address> legally described as <insert legal description> (the "**Property**");
- B. Council has established a revitalization tax exemption program in the area as shown on Schedule "A" to City of Prince George Multi-Family Incentives Bylaw No. 8679, 2015 (the "**Bylaw**") and has considered the "City of Prince George 5 – Year Operating and Capital Financial Plans Bylaw No. 8659, 2015", a designation of the properties within the boundaries shown on the said Schedule "A" to the Bylaw as a revitalization area;
- C. Council's objective in establishing the revitalization tax exemption program under the Bylaw is as follows:
 - to encourage multi-family residential development adjacent to downtown that are low-environmental impact and within established growth priority areas with full municipal services, nearby amenities and access to public transit;
 - to create a broader range of housing options, with a particular emphasis in providing an increase in adaptable housing units to allow residents to "age in place"; and,

- to attract new community investments in the form of multi-family housing; and,
 - to encourage partnerships between non-profit housing organizations and developers.
- D. The Property Owner proposes to make the alterations, upgrades and improvements described in Appendix “B” hereto on the Property (the “**Project**”) and has applied to the City to partake in the revitalization tax exemption program in respect of this Project and the City has agreed to accept the Project under the program;
- E. The City and the Property Owner have agreed to enter into this agreement (“**Agreement**”) to provide for the Property Owner’s obligations regarding the Project and the City’s grant of a tax exemption, all in accordance with the terms and conditions set out herein.

THIS AGREEMENT is evidence that in consideration of the promises exchanged below, the Property Owner and the City covenant and agree each with the other as follows:

1. **Obligations of the Owner** – Throughout the term of the Tax Exemption (defined below), the Property Owner will:
 - (a) use its best efforts to ensure that the Project is constructed, maintained, operated and used in a manner that will be consistent with and will foster the objectives of the revitalization tax exemption program (the “**Exempt Use**”);
 - (b) ensure that the Property and the Project are used, operated and occupied in compliance with the permitted use and zoning for the Property under the “Prince George Zoning Bylaw No. 7850, 2007”, as amended, consolidated or replaced from time to time;
 - (c) the Property Owner will operate, repair and maintain the Project and will keep the Project in a state of good repair as a prudent owner would do;
 - (d) not allow any non-exempt property taxes due in relation to the Property to go into arrears or become delinquent; and
 - (e) if the property is sold during the term of the Tax Exemption, subject to Section 12 of this Agreement, assign this Agreement to any new fee simple owners of the Property to ensure that the new fee simple owners will be bound by the terms of this Agreement; failing which the Tax Exemption may be cancelled in the City’s discretion. Upon completion of a sale of the Property, the Property Owner will provide the City’s Chief Financial Officer with a copy of the assignment agreement evidencing that the new fee simple owner has legally assumed the obligations of the Property Owner under this Agreement.

2. **Revitalization Tax Exemption** – Subject to fulfillment of the conditions set out in this Agreement and in the Bylaw, the City will issue a revitalization tax exemption certificate (the “**Certificate**”) to BC Assessment entitling the Property Owner to a property tax exemption, as identified in the Bylaw, in respect of municipal property taxes due in relation to the Project (the “**Tax Exemption**”) for the calendar years and in the amount as set out in this Agreement. The Certificate will be in the form attached to this Agreement as Appendix “A”.
3. **Conditions** – The following conditions must be fulfilled before the City will issue a Certificate to the Property Owner:
 - (a) The Property Owner will obtain final occupancy by date agreed to within Agreement;
 - (b) The Property Owner will complete or cause to be completed construction of the Project in a good and workmanlike fashion and in strict accordance with the building permit and the plans and specifications attached hereto as Appendix “B” and the Project must be officially opened for use by no later than September 30th in the year the Property Owner applies for the Tax Exemption under the Bylaw;
 - (c) The completed Project will substantially satisfy the performance criteria set out in Schedule “C” hereto, as determined by the City’s General Manager of Planning and Development in his sole discretion, acting reasonably; and
 - (d) The Property Owner will provide the City with the following:
 - (i) a certificate from the Property Owner’s design professional, in form and content satisfactory to the City’s General Manager of Planning and Development, certifying the actual cost to construct the completed Project (the “**Certified Cost of the Project**”);
 - (ii) a certificate 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 instalments, that all instalments owing at the date of application have been paid; and
 - (iii) all applicable fees as required under the Bylaw and other applicable City of Prince George bylaws.

4. **Term of Revitalization Tax Exemption** – Provided that the requirements of this Agreement and the Bylaw are met and subject to early cancellation of the Certificate under Section 8 of this Agreement, the term of the Tax Exemption shall be for the taxation years _____ to _____, inclusive (“the **Term**”).
5. **Calculation of Revitalization Tax Exemption** – Pursuant to the Bylaw, the amount of the Tax Exemption shall be calculated as follows:
 - (a) For renovations, the amount of the tax exemption will be calculated as 100% of the assessed value of residential improvements between the year before the construction or alteration began and the year in which the Tax Exemption Certificate is issued (“**Base Value**”) multiplied by the municipal tax rate for, for each of the taxation years over the Term. The Base Value remains constant throughout the Term.
 - (b) For new construction, the amount of the tax exemption will be calculated as 100% of the assessed value of residential improvements for the Project multiplied by the municipal tax rate, for each of the taxation years over the Term.
6. **Compliance with Laws** – The Property Owner will construct the Project and, at all times during the term of the Tax Exemption, use and occupy the Property and the Project in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws, including all the rules, regulations, policies, guidelines, criteria or the like made under or pursuant to any such laws.
7. **Effect of Stratification** – If the Property Owner stratifies the Property under the *Strata Property Act* the Tax Exemption shall be prorated among the strata lots in accordance with the unit entitlement of each strata lot for:
 - (a) the current and each subsequent tax year during the term of this Agreement if the strata plan is accepted for registration at the Land Title Office before May 1 in the year of stratification; or
 - (b) for the next calendar year and each subsequent tax year during the term of this Agreement if the strata plan is accepted for registration at the Land Title Office after May 1 in the year of stratification,provided that the Property Owner has assigned this Agreement to the strata corporation as required under Section 1(e) of this Agreement.
8. **Cancellation** – The City may cancel the Certificate:
 - (a) on the written request of the Property Owner; or

- (b) at any time, if the Property Owner breaches or does not fully satisfy any of the obligations and conditions in the Certificate or this Agreement, as determined by the City acting reasonably, effective immediately upon delivery of a notice of cancellation to the Property Owner.

9. **Recapture** – It is agreed that:

- (a) in the event of cancellation as provided in Section 8, the Property Owner will remit to the City, no later than 30 days after receiving notice from the City of the cancellation and the amount owing, all municipal property taxes payable for the balance of the year from the date of cancellation of the Certificate, calculated pro rata based on the annual amount of municipal taxes that would have been payable but for the Tax Exemption;
- (b) in the event that the Property Owner does not meet the obligations in Section 1 of this Agreement, the Property Owner will pay to the City municipal property taxes for any period during which the obligations in Section 1 were not in fact met, calculated pro rata based on the annual amount of municipal taxes that would have been payable but for the Tax Exemption; and
- (c) any amounts owing pursuant to Sections 9(a) or 9(b) are municipal property taxes and any such amounts that are not paid by December 31 of the taxation year in which they fall due will become taxes in arrears in the following year and collectable as taxes in arrears.

10. **No Refund** – For greater certainty, under no circumstances will the Property Owner be entitled under or pursuant to this Agreement or under or pursuant to the revitalization tax exemption program to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid, other than refunds that may result from or be associated with error corrections or assessment appeals.

11. **Notices**. Any notice, request, demand and other communication required or permitted to be given under this Agreement shall be in writing and will be sufficiently given if, to the City, it is delivered by hand, facsimile transmission, e-mail or prepaid registered mail (return receipt requested), or if, to the Property Owner, it is posted visibly on the Property or is delivered by hand, facsimile transmission, e-mail or prepaid registered mail (return receipt requested) as follows:

- (i) in the case of a notice to the City, at:

THE CITY OF PRINCE GEORGE
1100 Patricia Boulevard
Prince George, BC V2L 3V9
Attention: General Manager of
Planning and Development
Facsimile: (250) 561-7721

- (ii) in the case of a notice to the Property Owner, at:

[Address]
Attention:
Facsimile:
E-mail:

or at such other address as the party to whom the notice is sent may specify by notice given in accordance with the provisions of this section. Any such notice, request, demand or other communication given as aforesaid will be deemed to have been given, in the case of posting on the Property, at time of posting, delivery by hand, when delivered, in the case of facsimile transmission or e-mail, when a legible facsimile or e-mail is received by the recipient if received before 5:00 p.m. on a day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia Business day (a "**Business Day**"), or on the next Business Day if such facsimile or e-mail is received on a day which is not a Business Day or after 5:00 p.m. on a Business Day, and in the case of delivery by prepaid registered mail, as aforesaid, on the date received. In the event of discontinuance of postal service due to strike, lockout, labour disturbance or otherwise, notice, demands, requests and other communications shall be delivered by hand or facsimile transmission or e-mail.

12. **No Assignment** – The Property Owner may not assign its interest in this Agreement except to a subsequent owner in fee simple of the Property, and then only with the prior written consent of the City on conditions which may be determined at the sole discretion of the City.
13. **Severance** - If any portion of this Agreement is held 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.
14. **Interpretation** - Wherever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so required. The headings and sub-headings in this Agreement are for convenience of reference only, do not constitute a part of this Agreement and will not be taken into consideration in the interpretation or construction of, or affect the meaning of, this Agreement.

Words importing the singular include the plural and vice versa.

15. **Further Assurances** - The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.
16. **Waiver** - Waiver by the City of a default by the Property Owner shall be in writing and shall not be deemed to be a waiver of any subsequent or other default.
17. **Powers Preserved** - This Agreement does not
 - (a) affect or limit the discretion, rights or powers of the City under any enactment (as defined in the *Interpretation Act*, R.S.B.C. 1979, c.206, on the reference date of this Agreement) or at common law, including in relation to the use or subdivision of the Land;
 - (b) affect or limit any enactment relating to the use or subdivision of the Property, orrelieve the Property Owner from complying with any enactment, including in relation to the use or subdivision of the Property, and without limitation shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges application fees, user fees or other rates, levies and charges payable under any bylaw of the City.
18. **References** - Every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows.
19. **Enurement** - This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
20. **Execution by counterpart** - This Agreement may be executed in counterpart, and its delivery may be made by facsimile or other electronic transmission, and each such counterpart so executed will be as valid and binding as if it were an originally signed copy of a single agreement executed by both parties.
21. **No right of action** - The Property Owner will have no cause of action for any losses incurred if this Agreement is found, for any reason, to be illegal, invalid or unenforceable by a court of competent jurisdiction and in the event of the finding of such illegality, invalidity or unenforceability, the Property Owner will be obligated to pay all municipal property taxes which would otherwise have been payable by the Property Owner during the Term

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

Signed, Sealed and Delivered by the
CITY OF PRINCE GEORGE by its
authorized signatories:

Mayor

Corporate Officer:

Signed, Sealed and Delivered by
<Property Owner>
by its authorized signatories:

Name:

Name:

REVITALIZATION TAX EXEMPTION CERTIFICATE

Section 226 of the *Community Charter*, SBC 2003, c. 26

In accordance with the City of Prince George Multi-Family Housing Incentive Bylaw No. 8679, 2015 (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 George (the "**City**") and _____ (the "**Owner**"), the registered owner(s) of the property legally described as: Folio _____ PID _____, Lot ___, Block ___, District Lot ___, Plan _____ (the "**Property**").

This Tax Exemption Certificate certifies that the Property is subject to a tax exemption as described below:

[For renovations] the amount of the tax exemption will be calculated as 100% of the assessed value of residential improvements between the year before the construction or alteration began and the year in which the Tax Exemption Certificate is issued ("**Base Value**") multiplied by the municipal tax rate, for each of the taxation years from 20___ to 20___, inclusive. The **Base Value** remains constant throughout the Term.

[For new construction] the amount of the tax exemption will be calculated as 100% of the assessed value of residential improvements multiplied by the municipal tax rate, for each of the taxation years from 20___ to 20___, inclusive. The tax exemption only applies to the assessed value of residential improvements associated with the *[description of the project and link to drawings]*.

The tax exemption is provided on the following conditions:

1. the Owner does not breach any covenant, condition or obligation in the Agreement and performs all obligations to be performed by the Owner set out in the Agreement and the Bylaw;
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 any non-exempt property taxes for the Property to go into arrears or to become delinquent;
4. the Property is not put to any use that is not permitted by the zoning for the Property;
5. during the term of the tax exemption, the residential unit(s) on the parcel must be continuously used for and only as dwelling units; and
6. if the residential unit(s) is destroyed or demolished or otherwise removed, the tax exemption for improvements under the Bylaw shall cease until either the residential unit(s) is repaired and again fully capable of occupancy, and in no case will the term of this certificate be extended.

If any of the above-noted conditions are not met then the City may cancel this Tax Exemption Certificate. In the event of such cancellation, the Owner will remit to the City, no later than 30 days after receiving notice from the City of the cancellation, an

Appendix "A" to Schedule "B" to Bylaw 8679, 2015

amount, as determined by the City, of municipal property taxes payable for the balance of the year from the date of cancellation of this Tax Exemption Certificate, calculated pro rata based on the annual amount of municipal taxes that would have been payable but for the Tax Exemption. The Owner will also pay to the City any amount of municipal property tax exemption enjoyed by the Owner while the Tax Exemption Certificate was in effect for any period during which the Owner was in breach of one or more of the above-noted conditions.

Financial Officer

Date

Appendix "B" to Schedule "B" to Bylaw 8679, 2015

THE PROJECT – PLANS AND SPECIFICATIONS

Appendix "C" to Schedule "B" to Bylaw 8679, 2015

THE PROJECT – PERFORMANCE CRITERIA

Adaptable Housing Design Standards

Adaptable Housing is housing that has been designed to easily accommodate future renovations to improve accessibility. Adaptable Housing allows people to "age in place" and includes features such as a bathroom, kitchen and bedroom on the main floor; wider hallways and doors; lever-type door hardware; and blocking in bathroom walls to accommodate future grab bars.

The Adaptable Housing Design Standards specify minimum standards and best practices for **apartment buildings** and **ground-oriented buildings**.

- **Apartment buildings** are defined as multi-family residential developments that require common interior or exterior corridors to access individual dwellings.
- **Ground-oriented buildings** are defined as buildings with ground-level, individual entries to each dwelling (i.e. single-family dwellings, row housing, townhomes, fourplex, etc.).

The Adaptable Housing Design Standards include minimum standards (✓) and recommendations for best practices (👉). The Adaptable Housing Design Standards exceed the requirements for Accessibility and Adaptable Dwelling Units outlined in the B.C. Building Code. **In cases where a design element is not specified in these Adaptable Housing Standards, projects must follow the relevant requirements for accessibility and adaptability outlined in the current B.C. Building Code.**

Exterior Path of Travel & Access to Adaptable Units

- ✓ For both apartment and ground-oriented buildings, the path of travel must include a minimum width of 59" (1500 mm) and a maximum 1:20 grade (5%). The path of travel must have no steps and must be an uninterrupted path from the street, sidewalk, back lane, or on-site parking area to the first storey accessible entrance.
- ✓ For apartment buildings, the main building entry and the door providing secondary access from the parking area must have a 36" (915 mm) wide door that provides a clear opening of 33.5" (850 mm)
- ✓ For apartment buildings, an auto door opener must be installed at accessible building entry.
- ✓ For ground-oriented buildings, the main door entry must have a 36" (915 mm) wide door that provides a clear opening of 33.5" (850 mm).
- ✓ For both apartment and ground-oriented buildings, doors in the path of travel must have a no or low profile threshold at the door. Raised thresholds must be ¼" (6 mm) or less; thresholds exceeding ¼" (6 mm) to a maximum of ½" (13 mm) must be beveled a maximum slope of 1:2 (50%).
- ✓ All Adaptable Units must be accessed without requiring stairs. All ramps must meet the accessibility requirements outlined in the B.C. Building Code.
- 👉 It is recommended that apartments include an overhang at main entry with minimum dimensions 59" * 59" (1500 mm * 1500 mm), for the purposes of weather protection.
- 👉 It is recommended that the main door entry to adaptable units is pre-wired to accommodate electronic swing-free closers.
- 👉 It is recommended that ground-oriented developments include an overhang at main entry, for the purposes of weather protection.

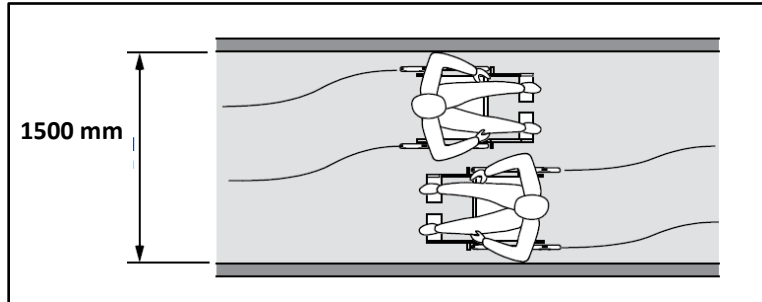
Circulation within Common Areas

The following standards apply to apartment buildings:

- ✓ Hallways in common areas must be at least 48" (1220 mm) wide.
- ✓ Doorways in common areas must have a 36" (915 mm) wide door that provides a clear opening of at least 33.5" (850 mm).
- ✓ Lever-type door hardware.

The following best practices are recommended:

- 👉 Doors in common areas should include or be pre-wired for electronic swing-free closers.
- 👉 Hallways should be at least 59" (1500 mm) wide to accommodate larger mobility devices and allow mobility devices to pass each other in the hallway.



Dwelling Unit Entry

The following standards apply to apartment buildings:

- ✓ All dwelling unit entry doors must have a 36" (915 mm) wide door that provides a clear opening of 33.5" (850 mm).
- ✓ A no or low profile threshold at the door. Raised thresholds must be ¼" (6 mm) or less; thresholds exceeding ¼" (6 mm) to a maximum of ½" (13 mm) must be beveled a maximum slope of 1:2 (50%)
- ✓ Lever-type door hardware

- 👉 2 door viewers: one at 1050 mm (41.3") and one at 59" (1520 mm).
- 👉 Main door entry should include or be pre-wired to accommodate electronic swing-free closers.

Circulation and Internal Doors within Units

On the main floor the following requirements must be met:

- ✓ Internal hallways must have a minimum width of 36" (915 mm).
- ✓ All internal doors must have a 36" (915 mm) wide door that provides a clear opening of 33.5" (850 mm).
- ✓ All internal doors must provide lever-type door hardware

- 👉 It is recommended that hallways in the units have a clear opening 48" (1220mm).
- 👉 It is recommended that doorways in the units have a clear opening of 36" (915 mm) to accommodate larger mobility devices.

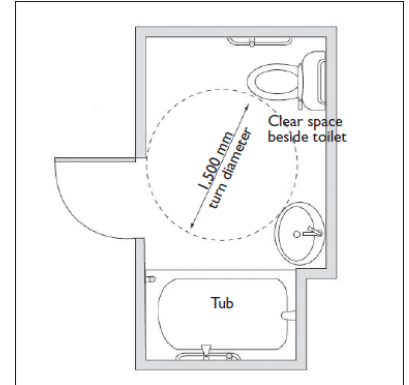
Bathroom/Bedroom/Kitchen on Main Floor

Adaptable units must include a bathroom, bedroom and kitchen on the main floor. There must be no steps between the bathroom, bedroom and kitchen on the main floor. Below are detailed requirements:

1) Bathroom

At least one bathroom on main level must include the following:

- ✓ A turning radius of 59" (1500 mm) in front of the toilet with the washroom door not crossing the turning circle while being closed or open (this could include the area under the vanity);
- ✓ 3-piece bathroom;
- ✓ Solid blocking in walls around toilets, tub/shower and behind towel bars to accommodate future grab bars; and
- ✓ Lever-type sink faucets.



The following best practices are recommended:

- ☞ Roll-under sink
- ☞ Roll-in shower
- ☞ Offset plumbing for vanity, provision for vanity removal
- ☞ Height-adjustable showerhead
- ☞ Tilt mirror

2) Bedroom

At least one bedroom on the main floor must provide:

- ✓ Clear opening to the closet at least 31.5" (800 mm).
- ✓ 59" (1500 mm) turning radius on one side of a double-sized bed.

- ☞ It is a recommended best practice to include height-adjustable closet shelves and clothing rods.

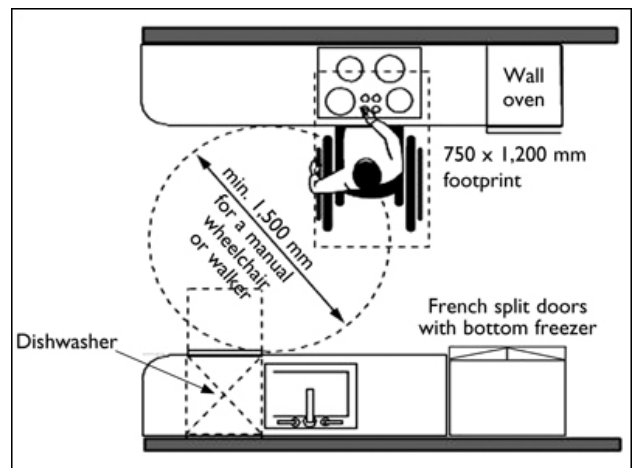
Kitchen

The kitchen must meet the following requirements:

- ✓ Located on the main floor;
- ✓ Continuous counter between stove and sink;
- ✓ Lever-type sink faucets; and
- ✓ Turning radius of 59" (1500 mm).

The following best practices are recommended:

- ☞ L-shaped kitchens provide several work spaces and allows people to work without bumping into one another.
- ☞ Removable base cabinet under sink
- ☞ Adjustable shelves in all cabinets
- ☞ D-type cabinet handles
- ☞ Grab edge under counters
- ☞ Task lighting at sink, stove, and work areas
- ☞ Pull-out work boards at 810mm (32") height
- ☞ Pull-out cabinet shelves
- ☞ Separate stove and oven



Patio/Balcony

- ✓ In cases where a balcony is provided, the balcony must provide a clear doorway opening of at least 31.5" (800 mm).

The following best practices are recommended:

- ☞ The patio/balcony should not be less than 59" (1500 mm) deep from the outside face of the exterior wall to the inside edge of the balcony.
- ☞ The patio/balcony should not provide less than 21.5 ft² (2 m²) of balcony space.
- ☞ Patio doors should include a no or low profile threshold at the door. Raised thresholds should be ¼" (6 mm) or less; thresholds exceeding ¼" (6 mm) to a maximum of ½" (13 mm) should be beveled a maximum slope of 1:2 (50%).
- ☞ The patio/balcony should accommodate a 59" (1500mm) turning radius.
- ☞ Railing or enclosure should not restrict the view of a seated person.

Flooring

The following best practices are recommended:

- ☞ Floor Surfaces must be firm and slip resistant.
- ☞ Floor surfaces must have no abrupt changes in level.
- ☞ Carpet is not preferred, as it is not ideal for mobility devices or maintenance. In cases where carpets or carpet tiles are used, they should have a pile texture with a maximum pad and pile height of 0.5" (13 mm) or less.

Windows

Opening and locking mechanisms must be:

- ✓ Located adjacent to a clear floor space that has width of not less than 29.5" (750 mm);
- ✓ Operable with one hand and do not require tight grasping, pinching or twisting of the wrist.

Outlets/Switches

- ✓ Light switches must be located between 40" (1015 mm) and 44" (1120mm) from the floor.
- ✓ Electrical outlets, cable outlets, and telephone jacks must be located not less than 18" (450mm) from the floor

Laundry

- ☞ It is recommended best practice that buildings provide access to side-by-side, front-loading laundry on the main floor.

Notice of Adaptability

- ✓ A permanent information sheet on the location and type of adaptable/accessible features included in the unit shall be posted on, beside or inside the electrical panel.

SCHEDULE "D"

Amended by: 8972, 2018

Low Environmental Impact Standards

- **Contaminated Site Re-Development:** The applicant must submit documentation to demonstrate that the site will be suitable for the intended use per the standards applied by The British Columbia Ministry of the Environment. Applicants shall provide documentation that:
 - 1) Confirms that the site is or was previously contaminated; AND
 - 2) Demonstrates that the site will be suitable for the intended use.All documentation shall be prepared by a qualified professional and shall be reviewed to the satisfaction of The British Columbia Ministry of the Environment and The City of Prince George.
- **Electric Vehicle Charging Station:** infrastructure that supplies electric energy for the recharging of electric vehicles such as plug-in electric vehicles and plug-in hybrids, and meets the parking provisions of the "City of Prince George Zoning Bylaw No. 7850, 2007", as amended from time to time.
- **Energy Use:** Applicant to provide building energy use modeling study demonstrating that building energy consumption will be 10% - 25% OR greater than 25% less than efficiency standard described in the current Model National Energy Code for Buildings (MNECB). Applicant to provide energy modeling results with Building Permit application for verification.
- **Green Roof:** Minimum 30% of building footprint made up of approved intensive or extensive green roof system (at least 50 mm growing medium depth) supporting vegetation.
- **Greywater Re-Use:** Project equipped with code compliant plumbing system designed to reclaim greywater from the building for re-use as non-potable water source.
- **Low Flow Fixtures:** The entire building contains low-flow water fixtures, as defined by the British Columbia Building Code.
- **Passive Solar Ventilation:** Building mechanical system is supplemented by a professionally designed passive solar system to move air; double skin systems and solar chimneys included.
- **Permeable Pavement:** Paved areas use permeable pavement that is approved by a Geotechnical Engineer and is compliant with Zoning regulations (for dust control and hard surfacing).
- **Photovoltaics:** Building has approved photovoltaic array installed and connected to electrical system. Minimum array size to qualify must be 2 kW rated capacity.
- **Rainwater Re-Use:** Project equipped with code compliant plumbing system designed to reclaim rainwater sources from building for re-use as non-potable water source.
- **Solar Hot Water, Domestic Use:** Building is equipped with an approved solar thermal water system connected to domestic hot water supply.

- **Solar Hot Water, Space Heating:** Building is equipped with an approved solar thermal water system connected to hydronic space heating system.
- **Solar Shading Devices:** Building is provided with solar shading devices to reduce the impact of solar penetration. Solar shading devices are made of any number of materials and configurations that are securely fastened to the exterior of a building in order to reduce solar heat gain and subsequently reduce cooling costs or replace the need for air conditioning.
- **Urban Agriculture:** Individual Garden Plots are provided for 30% of the units. Individual Garden Plots must be a minimum of 24 square feet (ideally 3 feet by 8 feet), not including plot dividers, for maximum growing potential. Hose bibs must be provided within 20 feet of Individual Garden Plots. Consideration should be given to provide a shed for tool storage, an electrical outlet, a potting bench and area lighting.
- **Water Efficient Landscaping or Xeriscaping:** The entire landscaping plan includes Water Efficient Landscaping or Xeriscaping. Water Efficient Landscaping means providing drought tolerant and native plants and shrubs within all landscaped areas on the site. Xeriscaping means providing plants and shrubs that require no potable water for irrigation (except for initial watering to establish plants).