

<b>APPROVAL DATE:</b> <b>AUGUST 10, 2015</b>	<b>POLICY NUMBER:</b> <b>P-64-13-A</b>
<b>MOTION NUMBER:</b> <b>15-08-519</b>	
<b>SUPERSEDES:</b> <b>NEW</b>	
<b>TITLE:</b> <b>DOWNTOWN REVITALIZATION GRANT PROGRAM</b>	

## PURPOSE

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To encourage the revitalization of Downtown by providing a grant to Landowners who construct new mixed-use development, multi-family residential development, or commercial development in the Downtown or who renovate existing mixed-use, multi-family residential or commercial development in the Downtown.

## POLICY STATEMENT

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Downtown Peace River is of strategic importance to the Town, as identified by both the Municipal Development Plan (2010), and the “Enhancing Downtown Renewal and Tourism in Peace River, Alberta” Report (2009). Therefore, the Town of Peace River aims to encourage the revitalization of or new development of mixed-use development, multi-family residential development and commercial development and redevelopment in the Downtown.

Council is of the opinion that the Downtown Revitalization Grant Program benefits the citizens of the Town of Peace River by revitalizing the Downtown, thereby increasing business to the area and increasing the value of those properties, thereby increasing the Town’s tax base and that a Downtown Revitalization Grant Program provides the necessary incentives and certainty for landowners to encourage them to revitalize their properties.

Given the strategic importance of Downtown and the authority granted by the Municipal Government Act, the Town of Peace River wishes to encourage the revitalization of the Downtown by providing grant funding based upon the terms of this Policy.

## DOWNTOWN REVITALIZATION GRANT PROGRAM

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### 1. DEFINITIONS

- 1.1. **Applicant** means the owner of Property who applies for a Downtown Revitalization Grant;
- 1.2. **CAO** means the Chief Administrative Officer of the Town of Peace River;
- 1.3. **Commercial Development** means a use involving business activity or undertaking; a profession, trade, employment or an activity providing goods and services as provided for in the Town of Peace River Land Use Bylaw;

- 1.4. **Council** means the Council of the Town of Peace River;
- 1.5. **Development** means a building or an addition to or replacement or repair of a building and the construction or placing of any of them on, in, over or under land;
- 1.6. **Downtown Revitalization Area** means the area identified on Schedule “A”;
- 1.7. **Downtown Revitalization Grant** means a grant payable by the Town of Peace River to an approved Applicant in accordance with a Revitalization Grant Agreement between the Town and the approved Applicant;
- 1.8. **Mixed Use Development** means a development that is designed to accommodate residential development and commercial development on a single site as provided for in the Town of Peace River Land Use Bylaw;
- 1.9. **Multi-family Residential Development** means a residential development with four or more dwelling units or an apartment, as provided for in the Town of Peace River Land Use Bylaw;
- 1.10. **Municipal Development Plan** means the Municipal Development Plan of the Town of Peace River Bylaw 1874, as amended;
- 1.11. **Owner** means the registered owner as identified on the certificate of title for the Property;
- 1.12. **Property** means land and improvements located in the Downtown Revitalization Area; and
- 1.13. **Revitalization Grant Agreements** means an agreement entered pursuant to this Policy in the form attached as Schedule “C”.

## 2. PROGRAM DESCRIPTION

- 2.1. The Downtown Revitalization Grant Incentive Program is a program in which Owners of Property located in the Downtown Revitalization Area may apply for a Downtown Revitalization Grant which would be payable over three years.
- 2.2. If an application is approved, the Town and the Applicant will enter a Revitalization Grant Agreement under which the Town will pay a Downtown Revitalization Grant over three years on a decreasing balance to help offset the increase in the municipal property taxes attributable to the increase in the assessed value following the revitalization of the Property.

## 3. COUNCIL

- 3.1. Will review the Downtown Revitalization Grant Program and may discontinue it at any time. The cancellation of the Downtown Revitalization Grant Program does not affect an approved Applicant who has a signed Revitalization Grant Agreement with the Town.
- 3.2. Will review the applications for a Downtown Revitalization Grant, and may approve or refuse an application, at its sole discretion.

- 3.3. Must identify funding for the Downtown Revitalization Grant Program and must ensure that all required budgets are in place before entering any Revitalization Grant Agreements.
4. CHIEF ADMINISTRATIVE OFFICER
  - 4.1. Must review all applications for the Downtown Revitalization Grant Program to determine their compliance with the eligibility requirements;
  - 4.2. Must refer all eligible applications to Council for decision;
  - 4.3. Must identify for Council sources of funding for the Downtown Revitalization Grant Program;
  - 4.4. Must monitor the Downtown Revitalization Grant Program and ensure compliance by the approved Applicants with the obligations in the Revitalization Grant Agreements.
5. DIRECTOR OF CORPORATE SERVICES
  - 5.1. Must identify for Council sources of funding for the Downtown Revitalization Grant Program;
  - 5.2. Must provide administrative support for Council in matters relating to the finances of the Downtown Revitalization Grant Program.
6. APPLICANT
  - 6.1. May apply for the Downtown Revitalization Grant in writing, and must submit the application to the CAO on the form attached at Schedule "B";
  - 6.2. Must comply with the provisions of the Revitalization Grant Agreement.
7. ELIGIBILITY
  - 7.1. To be eligible for the Downtown Revitalization Grant:
    - 7.1.1. The Applicant must be the Owner of the Property;
    - 7.1.2. The Property must be located in the Downtown Revitalization Area, identified in Schedule A;
    - 7.1.3. The Property must be:
      - 7.1.3.1. A Multi-Family Development, or
      - 7.1.3.2. a Commercial Development; or
      - 7.1.3.3. a Mixed-use Development;

- 7.1.4. The Applicant has completed new development on the Property or has upgraded existing development and either has obtained or will obtain an occupancy permit in the timeframes specified in the Revitalization Grant Agreement;
- 7.1.5. The Applicant has obtained all necessary permits for the construction, including development permits and any permits required under the Safety Codes Act, RSA 2000, c.S-01, including but not limited to building permits;
- 7.1.6. The Applicant obtained a building permit approved after December 8, 2014 for the construction on the Property;
- 7.1.7. All construction must conform with the requirements of the Town of Peace River Land Use Bylaw and other applicable federal, provincial and municipal regulations including but not limited to the Alberta Building Code and Alberta Fire Code;
- 7.1.8. The Applicant must have increased the assessment of the Property by a minimum of \$50,000 through new construction on the Property; and
- 7.1.9. The Applicant must not have any outstanding accounts with the Town for any taxes, receivables, utilities, or any other service provided by the Town to the Owner.

#### 8. TERMS OF DOWNTOWN REVITALIZATION GRANT

- 8.1. An Applicant is eligible for a Downtown Revitalization Grant for each eligible Development for a maximum of three years.
- 8.2. If approved by Council, the Applicant must enter into a Revitalization Grant Agreement.
- 8.3. The Downtown Revitalization Grant Program applies only to that portion of the municipal property taxes that are attributable to the increased assessed value resulting from the completion of the construction approved by the building permit.
- 8.4. The Applicant must pay the property taxes for the Property for the year in which a Downtown Revitalization Grant has been approved by June 30 of the year.
- 8.5. If the Applicant fails to pay property taxes by June 30 of the year, the Town must not pay the applicant the Downtown Revitalization Grant for that year, even if the property taxes are paid for that year at a later date.
- 8.6. The maximum Downtown Revitalization Grant is:
  - 8.6.1. In the first year – is equivalent to 100% of the portion of the municipal property tax attributable to the increase on assessed value of the building;
  - 8.6.2. In the second year - is equivalent to 50% portion of the municipal property tax attributable to the increase on assessed value of the building;
  - 8.6.3. In the third year - is equivalent to 25% portion of the municipal property tax attributable to the increase on assessed value of the building;

- 8.7. The Downtown Revitalization Grant is calculated based only upon the municipal portion of property taxes, and is not based on any other taxes or levies including but not limited to education taxes, local improvement charges, services and late payment penalties.
- 8.8. The Downtown Revitalization Grant is determined based upon the increase in assessment value as of the date the Applicant applies. The amount of any Downtown Revitalization Grant in the second and third years will be based upon the increased assessment value calculated as of the date of application. Any increase or decrease in assessment during the three year period will not change the amount of the Downtown Revitalization Grant.
- 8.9. If the Property is sold during after the first year of the term for which the Revitalization Grant Agreement is effective, the Applicant must advise the Town of the sale and the agreement must be assigned to the new owner.

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Thomas Tarpey, Mayor

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Renate Bensch, Acting CAO

Date Reviewed:	Signature:



**Schedule "A" - Downtown  
Revitalization Area Downtown  
Revitalization Grant Program  
Policy Number: P-64-13-A**



## Schedule "B" Downtown Revitalization Grant Program Application Form

Application Deadline \_\_\_\_\_ of the year preceding the application

FOR OFFICE USE ONLY		
Property Roll Identifier	Taxation Year	Date
Legal Description Lot Block Plan Part Sec Township Range Mer.		
Municipal Property Address		
Total Assessment at <b>Year 0</b>	Municipal Assessment at <b>Year 1</b>	Municipal Tax portion in <b>Year 1</b>
<b><i>If the answer to any of the following is No or None of the above, the application does not qualify for the Downtown Revitalization Grant Program.</i></b>		
Is the change in Total Assessment greater than or equal to \$50,000? <input type="checkbox"/> Yes <input type="checkbox"/> No	Does the Property have any outstanding accounts with the Town of Peace River? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is the property located within the Downtown Revitalization Area? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is the development a:  <input type="checkbox"/> Multi-Family Development <input type="checkbox"/> Commercial Development <input type="checkbox"/> Mixed-use Development <input type="checkbox"/> None of the above		

PART 1 PROPERTY INFORMATION		
Name of Property Owner	Telephone Number (Bus)	Telephone Number (Res)
Email address of Property Owner		
Address of Property Owner	Postal Code	Fax Number
Address of property for which grant is requested		

PART 2 DEVELOPMENT INFORMATION		
Description of Project		
Development Permit Number	Building Permit Number	Occupancy Permit Number
Date Issued	Date Issued	Date Issued

*This information is being collected for the administration of the Downtown Revitalization Grant Program in accordance with the Town of Peace River Policy P-64-13-A and s.33(c) of the Freedom of Information and Protection of Privacy Act. All personal information will be managed in compliance with the provisions of the FOIP Act. Questions about the collection of this information can be directed to \_\_\_\_\_.*  
 (Municipality Contact Information)

\_\_\_\_\_  
 Name (Please Print)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature

## Schedule "C" Revitalization Grant Agreement

REVITALIZATION GRANT AGREEMENT ENTERED INTO THIS \_\_\_ DAY OF \_\_\_\_\_, 2015.

BETWEEN:

Town of Peace River

and

WHEREAS:

Section 3 of the *Municipal Government Act*, RSA 2000, c.M-26 provides that the purposes of a municipality are to provide services, facilities or other things that, in the opinion of council, are necessary or desirable for all or a part of the municipality, and to develop and maintain safe and viable communities;

Council for the Town of Peace River wishes to encourage land owners to revitalize their property in Downtown Peace River by entering this Downtown Revitalization Program;

Council is of the opinion that a Downtown Revitalization Grant Program benefits the citizens of the Town of Peace River by revitalizing the downtown, thereby increasing business to the area and increasing the value of those properties, thereby increasing the Town's tax base;

Council is of the opinion that a Downtown Revitalization Grant Program provides the necessary incentives and certainty for landowners to encourage them to revitalize their properties;

The Landowner wishes to revitalize his property and take participate in the Downtown Revitalization Grant Program on the terms and conditions set out in this Revitalization Grant Agreement;

NOW THEREFORE the parties to this agreement, in consideration of the mutual covenants and conditions to be observed and performed by each party, agree as follows:

### ARTICLE 1 - DEFINITIONS

1.1 In this Agreement, the following words and expressions shall have the meanings set forth in this Agreement:

- (a) "Base Year Assessed Value" means the assessed value of the Property in the year before the Effective Date;
- (b) "Base Year Municipal Property Taxes" means the amount of municipal property taxes for the Property in the year before the Effective Date;
- (c) "CAO" means the individual appointed by Town Council as the Chief Administrative Officer for the Town or his or her delegate; and

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- (d) "Council" means the Council of the Town of Peace River;
- (e) "Effective Date" is the date set out in article 2.1;
- (f) "Property" means those lands legally described in Schedule "A" to this Agreement and any improvements thereon as shown on the map attached hereto as Schedule "B" to this Agreement;
- (g) "Occupancy Permit" means the permit evidencing completion of construction issued by the Town or its accredited agency;
- (h) "Party" means the Town or the Landowner;
- (i) "Revitalization Grant" means the sums to be paid by the Town to the Landowner under article 4 of this Agreement;
- (j) "Revitalization Project" means the project approved by Council on August 10, 2015 and
- (k) "Town" means the municipal corporation of the Town of Peace River.

#### ARTICLE 2 - TERM AND TERMINATION

- 2.1 This Agreement shall be in effect for three years from January 1, \_\_\_\_ to December 31, \_\_\_\_ and is effective January 1, \_\_\_\_.
- 2.2 This Agreement may not be renewed.

#### ARTICLE 3 - LANDOWNER REPRESENTATIONS, OBLIGATIONS AND ACKNOWLEDGEMENTS

- 3.1 In consideration of the Town paying to the Landowner as provided for in article 4ARTICLE 4 - , the Landowner represents that as of the Effective Date:
  - (a) the Landowner has obtained a valid development permit from the Town for the construction of the Revitalization Project, which is not subject to appeal to the Subdivision and Development Appeal Board of the Town;
  - (b) the Landowner has obtained valid permits under the *Safety Codes Act*, RSA 2000, c.S-01 including but not limited to building permits from the Town for the construction of the Revitalization Project; and
  - (c) the Landowner has completed construction of the Revitalization Project.
- 3.2 The Landowner must request an Occupancy Permit and provide it to the Town by \_\_\_\_\_, <date>.

- 3.3 In each year of the Term, the Landowner must pay the Town the full amount of taxes for the Property as set out on the Town's tax notice to the Landowner by the time specified on the tax notice.
- 3.4 If the Landowner fails to pay the full amount of the taxes <do we need to say "and penalties"?> for the Property by June 30 of each year of the Term, the Landowner is not entitled to the Revitalization Grant for that year.
- 3.5 The Landowner acknowledges that the Downtown Revitalization Grant is tied to the Property so that if the Landowner sells the Property, the Landowner is not entitled to the Downtown Revitalization Grant following the effective date of the sale.

#### ARTICLE 4 - TOWN OBLIGATIONS

- 4.1 The Base Year Assessed Value of the Property is \$\_\_\_\_\_.
- 4.2 The Base Year Municipal Property Taxes are \$\_\_\_\_\_.
- 4.3 In the first year of the Term, the Town shall calculate the increase in the assessed value of the Property from the Base Year Assessed Value and shall calculate the increase in municipal property taxes owing for the Property from the Base Year Municipal Property Taxes attributable to the increase from the Base Year Assessed Value.
- 4.4 No later than September 30 of the first year of the term, the Town shall pay to the Landowner an amount representing 100% of the increase in municipal property taxes from the Base Year Municipal Property Taxes calculated under article 4.3.
- 4.5 No later than September 30 of the second year of the term, the Town shall pay to the Landowner an amount representing 50% of the increase in municipal property taxes attributable to the increase from the Base Year Assessed Value calculated under article 4.3.
- 4.6 No later than September 30 of the third year of the term, the Town shall pay to the Landowner an amount representing 25% of the increase in municipal property taxes attributable to the increase from the Base Year Assessed Value calculated under article 4.3.
- 4.7 For the purposes of article 4, municipal property taxes do not include any amounts for
- (a) education tax;
  - (b) any amount imposed for the North Peace Housing Foundation that are attributable to the Property;
  - (c) local improvement charges; or
  - (d) services or late payment penalties.

- 4.8 Nothing in this Agreement affects the Town's rights, obligations and duties to assess property in the Town and to impose property taxes in accordance with the *Municipal Government Act*, RSA 2000, cM-26.

#### ARTICLE 5 - PROPERTY DESTRUCTION OR DAMAGE OR SALE

- 5.1 If the Property is destroyed or damaged during the Term and the result of the destruction or damage results in the assessed value being equal to or less than the Base Year Assessed Value, this agreement is terminated and the obligations of the parties are terminated as of the date of destruction or damage.
- 5.2 If after the first year of the Term, the Property is damaged which results in the assessed value dropping below the assessed value calculated under article 4.3, but being higher than the Base Year Assessed Value, the Town shall recalculate the increase in assessed value from the Base Year Assessed Value, and shall pay the Landowner under articles 4.5, 4.6 or both where the municipal property taxes were calculated using the revised assessed value.
- 5.3 This Agreement is not assignable during the first year of the Term.
- 5.4 If the Landowner sells the Property during the second or third year of the Term, the Landowner must notify the Town of the sale. The Parties agree that the Agreement shall be assigned to the purchaser of the Property, who shall enter a new agreement with the Town. Following the entry of the new agreement, the Town shall pay the purchaser the Revitalization Grant in accordance with the provisions of this Agreement.

#### ARTICLE 6 - ARBITRATION

- 6.1 Subject to the provisions of this Agreement, if the two parties are unable to resolve any matter or issue under the Agreement, either party may give notice to the other that the matter or issue in dispute is to be referred to arbitration and will at that time notify the other party, in writing, of the details of the nature and extent of the dispute.
- 6.2 Any dispute referred to arbitration shall be heard by a panel of three people, comprising one individual appointed by each of the parties hereto and a third person, who shall be jointly selected by the representatives named by the two parties and shall serve as a chairperson of the arbitration board.
- 6.3 Within fifteen (15) days of the serving of the notice of referral to arbitration, each party must inform the other of the identity of its representative on the arbitration board.
- 6.4 Within fifteen (15) days of appointment or such further time period as may be agreed upon by the parties hereto, the arbitration board will hold a hearing and will then render its decision within fifteen (15) days of the hearing.
- 6.5 The decision of the arbitration board will be final and binding upon both parties.

- 6.6 Both parties will share equally in the costs of the arbitration as determined by the chairperson of the arbitration board.
- 6.7 Notwithstanding that a matter has become the subject of arbitration, the parties shall, where reasonably possible, proceed with all other matters and things under this Agreement as if such matter had been settled and the dispute determined to the intent that no arbitration procedure shall delay the expeditious operation of the terms of this Agreement.

ARTICLE 7 - GENERAL

- 7.1 This Agreement may be altered from time to time by mutual written consent of the parties hereto.
- 7.2 Notices with regard to this agreement shall be forwarded in writing by single registered mail to:

(a) in the case of The Town:  Town of Peace River 9911 - 100 Street P.O. Box 6600 Peace River, Alberta T8S 1S4	(b) in the case of the Landowner:  Peace River, Alberta T8S 1S4
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- 7.3 This Agreement constitutes the entire agreement between the parties. No other warranties or representations are given or implied.
- 7.4 This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.
- 7.5 Time shall be of the essence of this Agreement.
- 7.6 The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any of its provisions.
- 7.7 Each of the Parties agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.
- 7.8 This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the Parties.

- 7.9 If any term, covenant or condition of this Agreement or the application thereof to any Party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a Party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.
- 7.10 This Agreement shall endure to the benefit of and be binding on the parties, their respective successors, and permitted assigns. This Agreement shall not be assignable by the Landowner without the express written approval of the Town.
- 7.11 Any reference to legislation in this Agreement includes:
- (a) a reference to the legislation as amended or replaced, and
  - (b) a reference to any regulations, bylaws or other binding instruments made under it.
- 7.12 The parties confirm that the Preamble to this Agreement and the schedules are expressly incorporated into and form part of this Agreement:
- (a) Schedule "A" - Legal Description of the Property
  - (b) Schedule "B" - Map of the Property.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals in the presence of their proper officers and the individual parties have hereunto set their hands and seals as of the day and year first above written, but effective on the date set out in article 2.1.

**TOWN OF PEACE RIVER**

Date: \_\_\_\_\_ Per: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_ Per: \_\_\_\_\_  
CAO

**LANDOWNER**

Date: \_\_\_\_\_ Per: \_\_\_\_\_  
<name of landowner>

**AFFIDAVIT OF EXECUTION**

CANADA	)	I, _____
PROVINCE OF ALBERTA	)	of the _____ of _____
TO WIT:	)	in the Province of Alberta,
		make oath and say:

1. THAT I was personally present and did see \_\_\_\_\_ named in the within instrument who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. THAT the same was executed at the Town of Peace River in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I know the said person and he is in my belief of the full age of eighteen years.

SWORN before me at the Town of \_\_\_\_\_ )  
Peace River, in the Province of Alberta, )  
this \_\_\_\_ day of \_\_\_\_\_ A.D. 2015. )

\_\_\_\_\_  
A Commissioner for Oaths in and for  
the Province of Alberta  
My Commission Expires: \_\_\_\_\_