



THE CORPORATION OF THE CITY OF CRANBROOK

BYLAW NO. 4208

CITY OF CRANBROOK DOWNTOWN REVITALIZATION TAX EXEMPTION BYLAW

A Bylaw to establish a downtown revitalization tax exemption program in the City of Cranbrook.

WHEREAS under the provisions of Section 226 of the *Community Charter*, the *Council* of the City of Cranbrook may, by Bylaw, establish a revitalization tax exemption program;

WHEREAS *Council* wishes to establish a revitalization tax exemption program in the downtown areas, shown as "The Core", "Maker Village", "Special Plan Area", and "The Gateway" Revitalization Areas on Schedule 'A', attached to, and forming part of, this Bylaw;

AND WHEREAS Section 227 of the *Community Charter* requires that notice be given of a revitalization tax exemption and notice of this Bylaw has been given accordingly;

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

1. ESTABLISHMENT

- 1.1 The purpose of this Bylaw is to provide incentives to: develop new commercial and mixed-use buildings; revitalization of pre-existing commercial buildings to improve the aesthetic appeal; revitalization in the downtown, create vibrancy, bring people and businesses to downtown; and implement the *City's* Downtown Revitalization Master Plan.
- 1.2 The program is intended to achieve the *City's* objectives as set out in Section 1.1 through use of the *Tax Exemption* to encourage new investment in the *Revitalization Area* to enhance the economy, bring more residents to live, and businesses to operate, in the downtown and to make the downtown more appealing to residents, employees, and visitors.
- 1.3 There is hereby established a *Tax Exemption* program under Section 226 of the *Community Charter* for the granting of *Tax Exemptions* and the issuance of *Tax Exemption Certificates for Parcels* in accordance with the terms and conditions prescribed in this Bylaw.

2. TITLE

THAT This Bylaw may be cited, for all purposes, as "City of Cranbrook Downtown Revitalization Tax Exemption Bylaw No. 4208, 2025".

3. INTERPRETATION

- 3.1 In this Bylaw, unless otherwise required, the singular shall include the plural, and the masculine includes the feminine gender.

3.2 The headings contained in the Bylaw are for convenience only and are not to be construed as defining, or in any way limiting, the scope or the intent of the provisions of the Bylaw.

3.3 Where ordinary words are italicized their meaning refers to the definition provided under Section 5 of this Bylaw.

4. SEVERABILITY

4.1 If any section, subsection, sentence, clause or phrase of this Bylaw is for any reason deemed to be invalid by the decision of any 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 Bylaw.

5. DEFINITIONS

In this Bylaw, unless the context requires otherwise:

Agreement means a *Tax Exemption Agreement* between the *Owner* of a *Parcel* and the *City*, substantially in the form of Schedule 'B', attached to, and forming part of, this Bylaw;

City means the City of Cranbrook;

Council means the Council of the City of Cranbrook;

Eligible Improvements means physical alterations / additions to an existing building / structure constructed on a *Parcel* that results in an increase in the assessed property value as determined by the British Columbia Assessment Authority (BCAA);

Owner means the registered Owner of the *Parcel* with the *Eligible Improvement*;

Parcel has the same meaning as in the Schedule to the *Community Charter* and, for the purposes of this Bylaw, means a *Parcel* situated within the *Revitalization Area*;

Project means the construction of a new *Eligible Improvement* or renovation of an existing improvement on a *Parcel*;

Revitalization Area means the areas identified as "The Core", "Maker Village", "Special Plan Area", and "The Gateway" Revitalization Areas on Schedule 'A', attached to, and forming part of, this Bylaw;

Schedule means a schedule attached to this Bylaw;

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

Tax Exemption Certificate means a *Revitalization Tax Exemption Certificate* issued by the City of Cranbrook pursuant to this Bylaw and pursuant to the provisions of Section 226 of the *Community Charter*.

6. AMOUNT OF ANNUAL TAX EXEMPTION

- 6.1 The maximum amount of annual *Tax Exemption* over the period for which the *Tax Exemption Certificate* is issued shall be equal to:
- (a) For new commercial development:
 - (i) 80% of the municipal share of property tax due annually in relation to *Eligible Improvements* on a *Parcel* in “The Core”, “Maker Village”, “Special Plan Area”, and “The Gateway” *Revitalization Areas*.
 - (b) For mixed-use commercial / residential development with at least two (2) dwelling units:
 - (i) 100% of the municipal share of property tax due annually in relation to *Eligible Improvements* on a *Parcel* in “The Core”, “Maker Village”, “Special Plan Area”, and “The Gateway” *Revitalization Areas*.
 - (c) For renovations to an existing building:
 - (i) 80% of the municipal share of property tax due annually in relation to *Eligible Improvements* on a *Parcel* in “The Core”, “Maker Village”, “Special Plan Area”, and “The Gateway” *Revitalization Areas*.
 - (d) For exterior façade improvements:
 - (i) 100% of the municipal share of property tax due annually in relation to *Eligible Improvements* on a *Parcel* in “The Core”, “Maker Village”, “Special Plan Area”, and “The Gateway” *Revitalization Areas*.

7. TERMS AND CONDITIONS

- 7.1 The terms and conditions upon which a *Tax Exemption Certificate* may be issued are prescribed in this Bylaw, and the specific terms and conditions applicable to a specific *Parcel* must be included in the *Agreement* and in the *Tax Exemption Certificate* for that *Parcel*.
- 7.2 In order for a *Project* to be considered by *Council* for a *Tax Exemption*, all of the following terms and conditions must be met:
- (a) Application for *Tax Exemption* and confirmation of *Project* completion must be submitted no later than December 31, 2030;
 - (b) All conditions of a valid Development Permit and/or Building Permit for the *Project* must have been completed;
 - (c) The *Project* must meet the appropriate qualifying criteria for:
 - (i) Commercial new development with a construction value of at least \$1,000,000 (one million dollars), as determined based on Building Permit value;

- (ii) Mixed-use commercial / residential new development with at least two (2) dwelling units having a construction value of at least \$1,000,000 (one million dollars), as determined based on Building Permit value;
 - (iii) Renovations with a construction value of at least \$50,000 (fifty thousand dollars) to an existing building, as determined based on Building Permit value;
 - (iv) Exterior façade improvements with a construction value of at least \$5,000 (five thousand dollars), as determined based on Building Permit value, or where no Building Permit is required, submit proof of construction value as required in Section 9.2(d); and
- (d) The Project shall comply with all eligibility criteria specified within this Bylaw and the *Tax Exemption Agreement* Schedule 'B' attached to, and forming part of, this Bylaw.

8. TERM

- 8.1 The maximum term of a *Tax Exemption* shall be five (5) years subject to issuance of a *Tax Exemption Certificate* by the Director of Finance.

9. APPLICATION

- 9.1 Application for a *Tax Exemption* and confirmation of *Project* completion must be submitted in a form acceptable to the Director of Engineering and Development Services no later than August 1 in the year prior to the year in which the *Tax Exemption* is requested, and in no case shall be later than December 31, 2030 in order to qualify for *Tax Exemption*.
- 9.2 If an *Owner* of a *Parcel* wishes the *City* to consider entering into an *Agreement*, the *Owner* must apply to the *City* in writing and must submit the following:
- (a) a completed application form as provided by the *City* and available at the Engineering and Development Services Department;
 - (b) a certificate that all taxes assessed and rates, charges, and fees imposed on the *Parcel* have been paid, and, where taxes, rates, or assessments are payable by installments, that all installments owing at the date of application have been paid;
 - (c) a description of the *Project*;
 - (d) a certificate from the *Owner's* design professional or copies of valid paid invoices for work completed for the *Project* in a form and content satisfactory to the *City's* Director of Engineering and Development Services certifying that the construction value of the *Project* satisfied the applicable amount specified in Section 7.2(c); and
 - (e) a non-refundable application fee in the amount of:

- (i) \$350.00 (three hundred and fifty dollars) for commercial development; mixed-use commercial / Residential development; and renovations to an existing building; or
- (ii) \$50.00 (fifty dollars) for exterior façade improvements.

10. CANCELLATION OF CERTIFICATE

- 10.1 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*, no later than 30 days after the date of the cancellation of the *Tax Exemption Certificate*, an amount equal to the amount of the *Tax Exemption* received after the date of the cancellation of the *Tax Exemption Certificate*.
- 10.2 A *Tax Exemption Certificate* issued for *Eligible Improvements* is subject to the requirement that all of the conditions set out in the *Tax Exemption Agreement* continue to be met during the term established in this Bylaw.
- 10.3 *Council* may cancel a *Tax Exemption Certificate* if any one or more of the conditions or requirements set out in the *Agreement* are breached, and the cancellation will be effective as of the date of the breach.
- 10.4 If the *Tax Exemption Certificate* is cancelled during a year in which the *Owner* of the *Parcel* has received an exemption from municipal taxes, a recapture amount representing the amount of the *Tax Exemption* granted to the *Owner* of the *Parcel* from the date of the breach of the condition or requirement, as applicable, is payable to the *City* by the *Owner*.
- 10.5 If the breach occurred during the calendar year, the recapture amount will be the portion of the annual tax exemption for the balance of the taxation year remaining from the effective date of cancellation of the *Tax Exemption Certificate*.

11. DESIGNATED OFFICER

- 11.1 The Director of Finance for the City of Cranbrook, or the Director's designate, is the designated municipal officer for the purpose of Section 226 of the *Community Charter*.

12. SCHEDULES FORM PART OF THE BYLAW

- 12.1 The Schedules to this Bylaw forms a part of and are enforceable in the same manner as this Bylaw.

13. REPEAL

- 13.1 "City of Cranbrook Downtown Revitalization Tax Exemption Bylaw No. 3746, 2012" and all amendments thereto, be repealed

14. **ADOPTION**

Read a first time this 9th day of June 2025.

Read a second time this 9th day of June 2025.

Read a third time this 9th day of June 2025.

Adopted this 23rd day of June 2025.



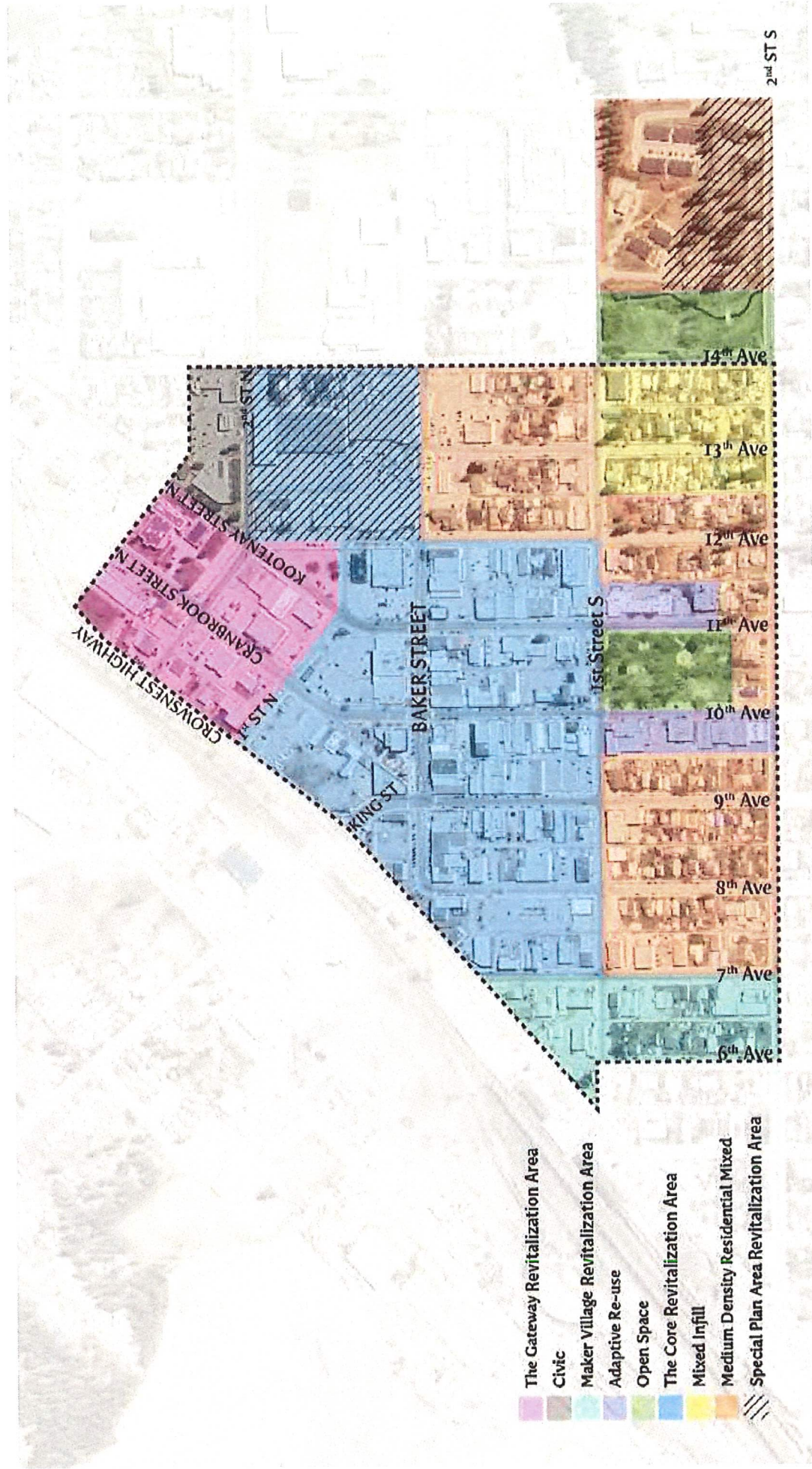
Mayor



City Clerk / Corporate Officer

SCHEDULE 'A'

REVITALIZATION AREAS



SCHEDULE 'B'
REVITALIZATION TAX EXEMPTION AGREEMENT
DOWNTOWN

Agreement No. XXXX

This Agreement dated for reference the _____ day of _____, 20__ is

BETWEEN:

(the "Owner")

AND:

CORPORATION OF THE CITY OF CRANBROOK
40-10th Avenue South
Cranbrook, British Columbia, V1C 2M8
(the "City")

GIVEN THAT:

- A. The Owner is the registered owner in fee simple of lands in the City of Cranbrook at _____ legally described as _____ (the "Parcel(s)");
- B. Council has established a revitalization tax exemption program in a part of the downtown area consisting of the parcels shown within the revitalization areas delineated on Schedule 'A' of "City of Cranbrook Downtown Revitalization Tax Exemption Bylaw No. 4208, 2025";
- C. Council's objectives in designating the parcels within the revitalization areas are to encourage new investment in the Revitalization Area to enhance the economy, bring more residents to live, and businesses to operate, in the downtown and make the downtown more appealing to residents, employees, and visitors;
- D. The Owner proposes to construct / has constructed new improvements, or altered existing improvements consisting of

(the "Project"), on the Parcel(s) 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.

THIS AGREEMENT is evidence that in consideration of the following commitments, the Owner and the City covenant and hereby agree that:

1. **The Project** — The Owner will use its best efforts to ensure that the Project is constructed, maintained, operated, and used in a fashion that will be consistent with and will foster the objectives of the revitalization tax exemption program as set out in the "City of Cranbrook Downtown Revitalization Tax Exemption Bylaw No. 4208, 2025".
2. **Operation and Maintenance of the Project** — Throughout the term of the Tax Exemption the Owner must operate, repair, and maintain the Project and keep the Project in a state of good repair as a prudent owner would do.
3. **Revitalization Tax Exemption** — Subject to fulfillment of the conditions set out in this Agreement and in the "City of Cranbrook Downtown Revitalization Tax Exemption Bylaw No. 4208, 2025", the City will issue a Revitalization Tax Exemption Certificate (the "Certificate") to the Owner and provide the relevant assessor of BC Assessment with a copy of the Certificate entitling the Owner to a property tax exemption in respect of the Parcel(s) (the "Tax Exemption") for the calendar years set out in the Certificate.
4. **Conditions** — The following conditions must be met before the City will issue a Certificate to the Owner:
 - a) The Owner must obtain a Development Permit, if applicable, from the City for the Project prior to commencing the Project.
 - b) The Owner must obtain a Building Permit, if applicable, from the City for the Project prior to commencing the Project.
 - d) If the Project consists of a mixed-use commercial / residential development the number of new dwelling units constructed must total two (2) or more dwelling units.
 - e) The Owner must complete, or cause to be completed, construction of the Project in conformance with the conditions of all Development Permit(s) and/or Building Permit(s) issued for the Parcel(s) and in compliance with all laws, statutes, regulations and orders of any authority having jurisdiction, including bylaws of the City.
 - f) The Owner must provide the City with documentation from the Owner's design professional, or copies of valid paid invoices for work completed for the Project, in a form and content satisfactory to the City's Director of Engineering and Development Services, which certifies that the actual costs to construct the Project is \$_____.

5. **Calculation of Revitalization Tax Exemption** —

5.1 The Parcel(s) is subject to a revitalization tax exemption, the maximum amount being equal to ____% of the municipal share of property tax payable on the amount of any increase in the assessed value related to improvements on the Parcel(s) calculated as the difference between:

- a) The _____ Revised Roll assessed value of the improvements; and
- b) The Revised Roll assessed value of the improvements in the year immediately after the Revitalization Tax Exemption Certificate is issued.

6. **Term of Revitalization Tax Exemption** — The maximum term of the Tax Exemption under this Agreement shall be 5 (five) years subject to issuance of a Tax Exemption Certificate by the Director of Finance.

7. **Effect of Stratification** — If the Owner stratifies the Parcel or the Project under the *Strata Property Act*, then 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 currency of this agreement if the strata plan is accepted for registration at the Land Title and Survey Authority before May 1 in the year of stratification; or
- b) for the next calendar year and each subsequent tax year during the currency of this agreement if the strata plan is accepted for registration at the Land Title and Survey Authority after May 1 in the year of stratification;

provided the property owner has assigned this Agreement to the strata corporation.

8. **Cancellation**

- a) The City may cancel the Certificate if the Owner requests cancellation in writing or fails to meet any of the conditions specified in the Certificate as conditions on which the Tax Exemption was provided.
- b) If a Certificate is cancelled on or before October 31 in any year, it will apply to taxation in the following calendar year; otherwise it will apply to taxation in the year after the following calendar year.

9. **Recapture** — If, pursuant to the terms and conditions specified in this Agreement or the Tax Exemption Certificate, the Certificate is cancelled, the Owner will remit to the City, no later than 30 days after receiving notice from the City of the cancellation and the amount owing, an amount equal to the value of the tax exemption received after the date of the cancellation of the Certificate.

10. **No Refund** — For greater certainty, under no circumstances will the Owner be entitled, under this Agreement, the Bylaw, the Certificate or the City's revitalization tax exemption program, to any cash credit, any carry forward tax exemption credit or any refund for any property taxes paid.
11. **Enurement** — This Agreement shall enure to the benefit of and is binding on the parties and their respective heirs, executors, administrators, successors, and assigns.
12. **Notices** — 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 delivered personally (and if so shall be deemed received when delivered) or mailed by prepaid registered mail in any Canada Post Office (and if so shall be deemed 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:

And to the City at:

**City of Cranbrook
40-10TH Avenue South
Cranbrook, BC, V1C 2M8
Attention: Director of Engineering & Development Services**

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

13. **No Assignment** — The Owner may not assign its interest in this Agreement except to a subsequent owner in fee simple of the Parcel.
14. **Severance** — If any portion of this Agreement is held to be invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.
15. **Interpretation** — Wherever the singular is used in this Agreement, the same shall be construed as meaning the plural, or body corporate where the context or the parties thereto so require.
16. **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.

17. **References** — A reference in this Agreement to the City or the Owner includes their permitted assigns, heirs, successors, officers, employees, and agents.
18. **Date of Effect** — This Agreement shall be effective from and after the reference date in this Agreement, but only if this Agreement has been duly executed and delivered by the Owner to the City and duly executed by the City.
19. **Expense** — Unless otherwise expressly provided in this Agreement, the expense of performing the obligations and commitments of the Owner contained in this Agreement, and of all matters incidental to those obligations and commitments, is solely at the expense of the Owner.
20. **Owners Representation** — The Owner represents and warrants to the City that:
- a) all necessary corporate actions and proceedings have been taken by the Owner to authorize its entry into and performance of this Agreement;
 - b) upon execution and delivery on behalf of the Owner, this Agreement constitutes a valid and legally binding contractual obligation of the Owner;
 - c) neither the execution and delivery, nor the performance, of this Agreement shall breach any other agreement or obligation respecting the Parcel; and
 - d) the Owner has the corporate capacity and authority to enter into and perform this Agreement.

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

Mayor

Chief Administrative Officer

Owner

Witness

City of Cranbrook			
Approved		Date	Sig.
Municipal Clerk	Legal & Form		
Department Head	Content		