

# CITY OF QUESNEL

## CITY OF QUESNEL Multi-Unit Housing Incentive BYLAW NO. 1901\*

Consolidated: April 29, 2024

**CONSOLIDATED FOR CONVENIENCE ONLY**

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### CONSOLIDATED FOR CONVENIENCE TO INCLUDE:

City of Quesnel Multi-Unit Housing Incentive Amendment Bylaw No. 1953, 2024

\*This bylaw is a “consolidated” version and includes amendments up to the date listed in the bylaw heading. It is placed on the Internet for convenience only, is not the official or legal version, and should not be used in place of certified copies which can be obtained through the Deputy Corporate Administrator at City Hall. Plan, pictures, other graphics or text in the legal version may be missing or altered in this electronic version.

**CITY OF QUESNEL  
BYLAW NO. 1901**

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

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

**AND WHEREAS** Council may, under s. 563 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-unit residential development in Housing Incentive Growth Areas, as shown on the maps attached hereto as Schedule "A-1"; Schedule "A-2"; or Schedule "A-3";

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

- to encourage multi-unit residential development that are low-environmental impact and in 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";
- to attract new community investments in the form of multi-unit housing; 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 Quesnel Financial Plan Bylaw No. 1887, 2020;

**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 Quesnel

**ENACTS AS FOLLOWS:**

**1. BYLAW ADMINISTRATION**

- 1.1** City of Quesnel Multi-Family Housing Incentive Bylaw No. 1805, 2016 is hereby repealed.
- 1.2** This bylaw may be cited for all purposes as the “City of Quesnel Multi-Unit Housing Incentive Bylaw No. 1901, 2020”.
- 1.3** 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.
- 1.4** 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.
- 1.5** The Director of Corporate & Financial Services is the designated municipal officer for the purpose of section 226 (13) in the *Community Charter*.
- 1.6** Council delegates to the Director of Development Services 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, and do all other things required to be done by Council under this bylaw.

**2. DEFINITIONS**

In this bylaw:

**“2020 Multi-Unit Incentive Bylaw”** means the City of Quesnel Multi-Unit Incentive Bylaw No. 1901, 2020, 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 Director 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”.

**“Assessed Value of Improvements”** means the BC Assessment Authority’s assessed value of improvements on the parcel.

**“Building Official”** means the City of Quesnel Building Inspector.

**“City”** means the City of Quesnel.

**“Common Amenity Space”** means a common space in a multi-unit 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 centers, 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 Director of Development Services;

**“Council”** means the council of the City of Quesnel;

**“Director”** means the official appointed as the head of the Development Services Department;

**“Dwelling”** as defined within the City of Quesnel Zoning Bylaw;

**“Exempt Use”** has the meaning given in any revitalization tax exemption agreement issued pursuant to the 2020 Multi-Unit Incentive Bylaw 1901;

**“Low Environmental Impact”** means the Project is:

- i. Located in a Housing Incentive Growth Area designated on schedules appended to this bylaw;
- ii. Meets a minimum residential density of 50 dwellings per hectare;
- iii. Comprised of Water Efficient Landscaping or Xeriscaping; and,
- iv. The entire building contains Low Flow Fixtures.

The project may replace one of the requirements in ii) to iv) of this definition with another unique or innovative environmentally sustainable feature, to the satisfaction of the Director (this could include retaining mature or existing trees on site, meeting a Step Code designation of 4 or more, incorporating urban agriculture into the site design, incorporating roof top green space, incorporating ground source heat pumps, etc.).

**“Multi-unit 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.

**“Housing Incentive Growth Area”** means the properties designated as such in any of the schedules affixed to Bylaw No. 1901, 2020.

**“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;

**“Tax Exemption”** means a revitalization tax exemption pursuant to this bylaw;

**“Tax Exemption Certificate”** means a revitalization tax exemption certificate issued by the City pursuant to this Bylaw and pursuant to the provisions of section 226 of the *Community Charter*;

**“Water Efficient Landscaping”** means providing drought tolerant and native plants and shrubs within all landscaped areas on the site; and

**“Xeriscaping”** means providing plants and shrubs that require no potable water for irrigation (except for initial watering to establish plants).

### **3. INELIGIBLE DEVELOPMENTS**

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

- (a) Single Unit Dwellings;
- (b) Duplex Dwellings;
- (c) Secondary Suites; and
- (d) Properties receiving an exemption under the City of Quesnel Permissive Tax Exemption Policy.

#### 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 Housing Incentive Growth Area on Schedule “A-1”, Schedule “A-2”, or Schedule “A-3” of Bylaw No. 1901, 2020.
- (b) The project must be a Multi-unit Housing Project.
- (c) The project must meet the requirements set out in the City of Quesnel Zoning Bylaw and must be consistent with the future land use designation for the Parcel, as set out in the Official Community Plan Bylaw.
- (d) The project must be a renovation or new construction with a minimum Construction Value of \$300,000.
- (e) 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.
- (f) 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.
- (g) At least three of the four following design standards must be met:
  - i. Exposed wood is included as a major or minor design feature (heavy timber, manufactured products such as glulams, or others);
  - ii. Use of a variety of exterior materials; preference is given to wood, stone, brick, concrete (e.g. hardie plank), metal and glass;
  - iii. 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.); and/or
  - iv. Design includes varied and interesting facades, including a variety of rooflines, roof cover over entry points, balconies and porches.

- 4.2 The City may require the owner enter into a housing agreement with the City pursuant to section 905 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**

Properties located in Housing Incentive Growth Areas as shown on schedules attached to this bylaw and that meet the General Conditions set out in Section 4.1 of this bylaw are eligible for the following:

- (a) 100% tax exemption on the assessed value of improvements of the municipal portion of property taxes for 10 years.
- (b) Reduction in Development Cost Charges by 100% 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.

Table 1

Tax Exemption	DCC Reduction
10 years	<i>Low Environmental Impact - 100% reduction</i>
	<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.
- 6.2 The Tax Exemption applies to the Assessed Value of Improvements (or increase in improvements as a result of this project) and does not apply to Assessed Value of Land or the increase in assessed level due to the project.
- 6.3 The Tax Exemption and Development Cost Charge reductions only apply to the multi-unit 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.

**6.5** Applications for consideration will only be accepted until February 1, 2028, or when \$20,000,000.00 of Assessed Value of 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 amends the bylaw to provide a fixed date by which all applications must be submitted.

## **7. CALCULATION OF TAX EXEMPTION**

**7.1** The amount of the tax exemption will be calculated as a percentage of the increase in Assessed Value of Improvements (AVI) between the year before the construction or alteration began and the year in which the Tax Exemption Certificate is issued, using the formula below:

$$\text{Annual Exemption} = \frac{[(\text{Post-Development AVI} - \text{Pre-Development AVI}) * (\text{tax rate on municipal portion of taxes})]}{1000}$$

**7.2** The amount of the tax exemption is determined in the Tax Exemption Certificate and remains constant over the 5 or 10 year term.

## **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.

(b) Prior to issuance of the Building Permit, the applicant must provide:

- 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 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 Director of Development Services, certifying the construction value of the Project;
- vi. an administration fee in the amount prescribed by the Comprehensive Fees and Charges Bylaw; and
- vii. payment of the reduced Development Cost Charges, in accordance with the City of Quesnel Development Cost Charge Bylaw No.1625, 2007 and the reductions prescribed.

(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 Quesnel to confirm Final Occupancy by date agreed to within Agreement.

**8.4** 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.

**8.5** 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.

**8.6** Within 30 days of the Director'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 Director 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 Director; and
- (d) following this, Council shall reconsider the decision of the Director and either uphold the decision or substitute the Council's decision for the Director's.

## **9. CANCELLING A TAX EXEMPTION CERTIFICATE**

**9.1** 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:

- (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.

**9.2** 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 1<sup>st</sup> day of December, 2020

Advertised in the Quesnel Cariboo Observer on 9<sup>th</sup> and 16<sup>th</sup> days of December 2020

READ A SECOND TIME THIS 19<sup>th</sup> day of January, 2021

READ A THIRD TIME THIS 19<sup>th</sup> day of January, 2021

ADOPTED THIS 26<sup>th</sup> day of January, 2021

\_\_\_\_\_  
MAYOR,

\_\_\_\_\_  
CORPORATE OFFICER,

Bob Simpson

Byron Johnson

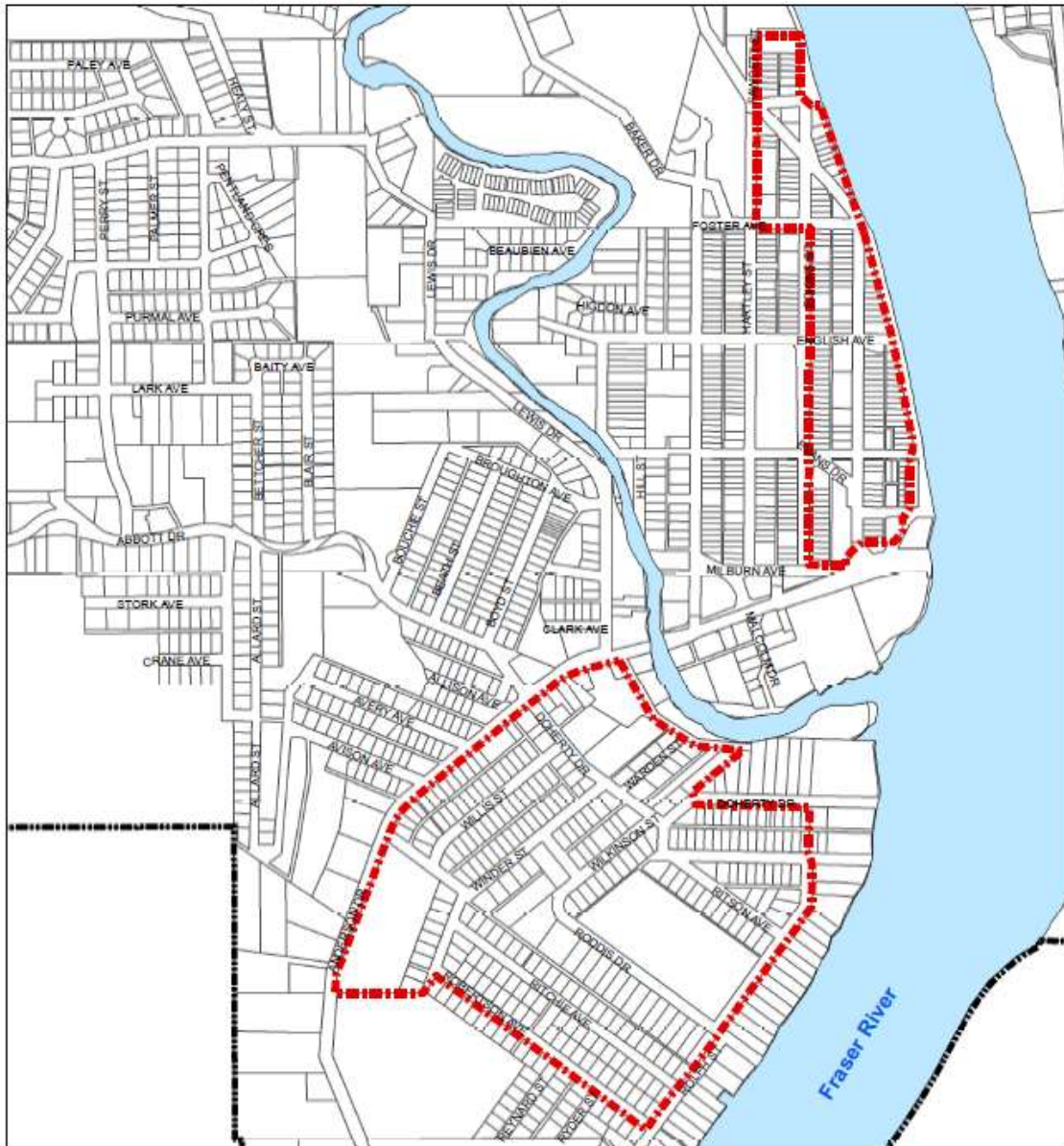
I hereby certify that the foregoing is a true and current copy of the "City of Quesnel Multi-Unit Housing Incentive Bylaw No. 1901, 2020".

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MANAGER OF LEGISLATIVE SERVICES,  
Gina Albers

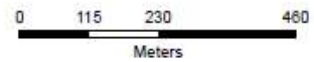
CONSOLIDATED VERSION

# SCHEDULE A-1 OF MULTI-FAMILY HOUSING INCENTIVES BYLAW 1901 - WEST QUESNEL



## Legend

-  Eligible Area
-  Municipal Boundary
-  Parcels



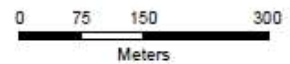
Development Services Department  
Created: November 23, 2023

# SCHEDULE A-2 OF MULTI-UNIT HOUSING INCENTIVES BYLAW 1901 - DOWNTOWN



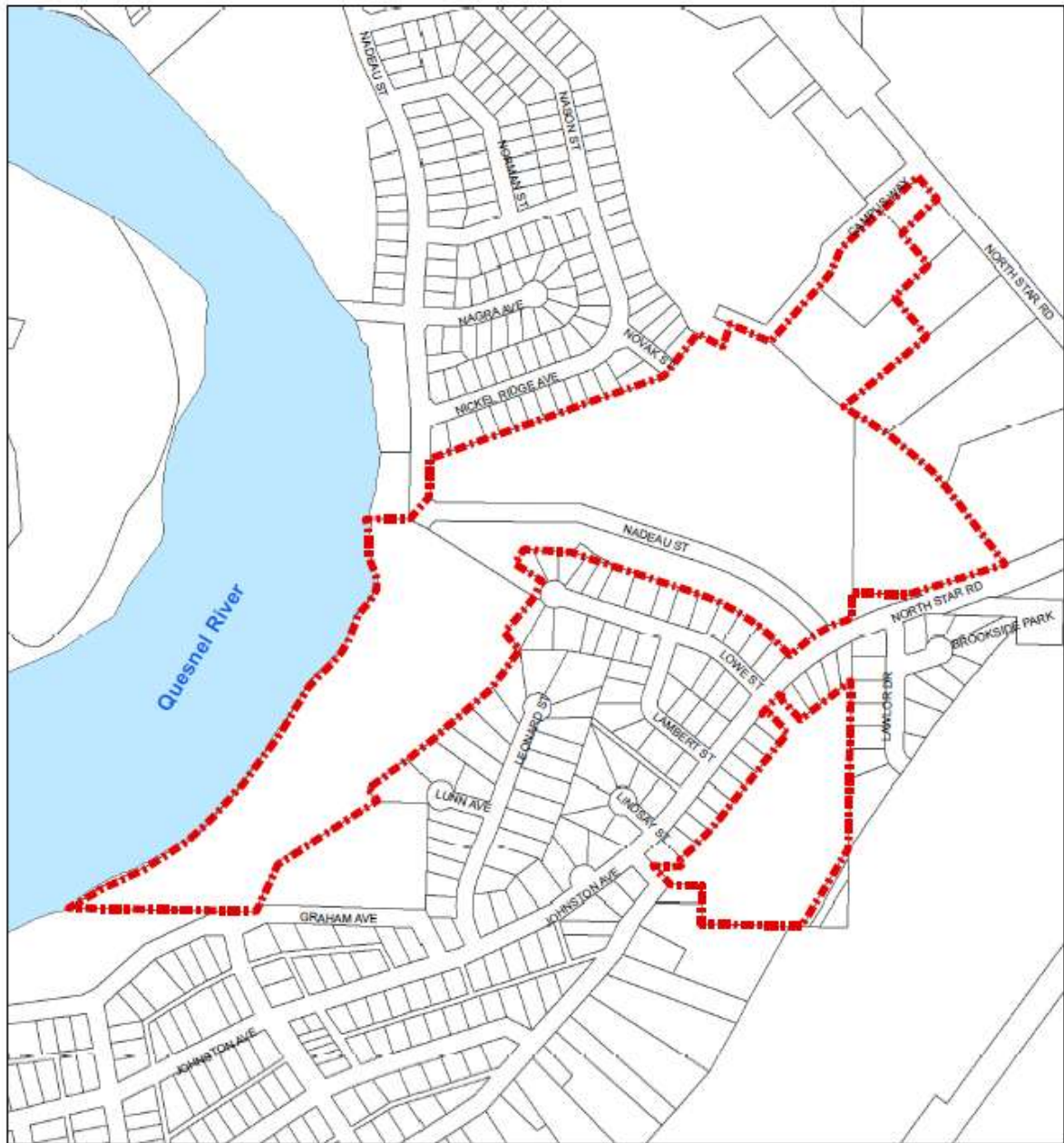
## Legend

-  Eligible Area
-  Municipal Boundary
-  Parcels



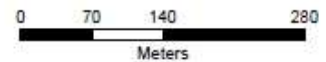
Development Services Department  
Created: November 18, 2020

**SCHEDULE A-3 OF MULTI-UNIT HOUSING  
INCENTIVES BYLAW 1901  
COLLEGE HEIGHTS/CARSON FLATS**



**Legend**

-  Eligible Area
-  Municipal Boundary
-  Parcels



Development Services Department  
Created: November 18, 2020

Schedule "B" to Bylaw 1805, 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 QUESNEL**

410 Kinchant Street  
Quesnel, BC  
V2J 7J5

(the "**City**")

**GIVEN THAT:**

- A. The Property Owner is the registered owner in fee simple of lands in the City of Quesnel 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 Schedules "A-1 and A-2" to City of Quesnel Multi-Family Incentives Bylaw No. 1805, 2016 (the "**Bylaw**") and has considered the "City of Quesnel Five Year Financial Plan Bylaw No. 1794, 2016" which states that revitalization tax exemption programs will be used for economic diversification;
- C. Council's objective in establishing the revitalization tax exemption program under the Bylaw is as follows
  - to encourage multi-family residential development in the downtown that are adjacent to municipal services, nearby amenities and have 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";
  - 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 “Quesnel Zoning Bylaw No. 1662, 2009” 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 any new fee simple owners will be bound by the terms of this Agreement; failing which the Tax Exemption may be cancelled at 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 assistant 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 in respect of municipal property taxes due in relation to the Property (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 30<sup>th</sup> of 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 Appendix “C” hereto, as determined by the City’s Director of Development Services in his/her 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 Director of Development Services, 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 assessment are payable by instalments, that all instalments owing at the date of the application have been paid; and
  - iii. All applicable fees as required under the Bylaw and other applicable City of Quesnel bylaws.

4. **Term of Revitalization Tax Exemption** – Subject to early cancellation of the Certificate under Section 8 of this Agreement, the term of the Tax Exemption shall be      years commencing on January 1 of the first calendar year after the calendar year specified in the date of issuance of the Certificate by the City of Quesnel’s Financial Office (“**the Term**”).

5. **Calculation of Revitalization Tax Exemption** – Pursuant to the Bylaw, the amount of the Tax Exemption shall be equal to:

- a) \_\_\_\_\_% of the municipal property taxes payable in respect of any increase in the assessed value of improvement on the Property in the calendar years \_\_\_\_\_ to \_\_\_\_\_ inclusive over the previous year, subject to the Certified Cost of the Project, 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(f) 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 obligation 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 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:

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

THE CITY OF QUESNEL  
410 Kinchant Street  
Quesnel, BC V2J 7J5  
Attention: Director of Development Services

- b) 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 is invalid shall not affect the validity of the remained 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, thinks 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 shall 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, or
  - c) relieve 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 exemption

from development cost charges, connection charges applications 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 the benefit 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 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 QUESNEL 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 Quesnel Multi-Family Housing Incentive Bylaw No.1805, 2016 (the "**Bylaw**"), and in accordance with a Revitalization Tax Exemption Agreement dated for reference by the \_\_\_ day of \_\_, 20\_\_ (the "**Agreement**") entered into between the City of Quesnel (the "**City**") and ) \_\_\_\_\_ (the "**Owner**"), the registered owner(s) of the property described below, this Tax Exemption Certificate certifies that the Property (as defined below) is subject to a revitalization tax exemption in an amount equal to \_\_\_% of the municipal property taxes payable in respect of *[any increase in]* the assessed value of *[improvements]* of the Property in the calendar years *[year]* to *[year]* inclusive (the "**Term**") *[over the previous year]*, subject to the maximum aggregate amount of \$ \_\_\_\_\_ over the Term ("**Tax Exemption**").

The parcel(s) to which the Tax Exemption applies in the City of Quesnel and is legally described as: Folio \_\_\_\_\_ PID \_\_\_\_\_, Lot \_\_, Block \_\_, District Lot \_\_, Plan \_\_\_\_\_ (the "**Property**").

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 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 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 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 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 Bylaw1805, 2016

**THE PROJECT – PLANS AND SPECIFICATIONS**

CONSOLIDATED VERSION

Appendix "C" to Schedule "B" to Bylaw 1805, 2016

**THE PROJECT – PERFORMANCE CRITERIA**

CONSOLIDATED VERSION



## MULTI-UNIT HOUSING INCENTIVES PROGRAM

### Adaptable Housing Design Standards 2020

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 **group-oriented buildings**.

- **Apartment buildings** are defined as multi-unit residential developments that require a common main entry and 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-unit 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.**

#### Building Access/Exterior Path of Travel

- ✓ 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 be an uninterrupted path from the street, sidewalk, back lane, or onsite 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 clear opening of 36” (915mm).
- ✓ For apartment buildings, an auto door opener must be installed at accessible building entry and at vestibule doors.
- ✓ For ground-oriented buildings, the main door entry must have a clear opening of 36” (915 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%).

## MULTI-UNIT HOUSING INCENTIVES PROGRAM

- It is recommended that apartments include an overhang at main entry with minimum dimensions 59" x 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.

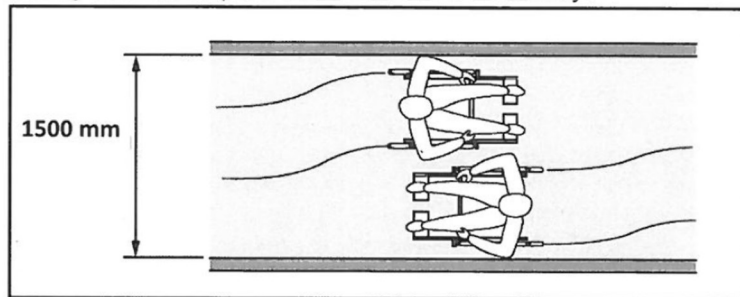
### Circulation within Common Areas

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 clear opening of at least 36" (915 mm).
- ✓ Lever-type door hardware.

The following best practices are recommended:

- Doors in common areas should 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:

- ✓ 36" (915 mm) clear opening for all dwelling unit entry doors.
- ✓ A no or low profile threshold at the door. Raised thresholds must be 1/4" (6 mm) or less; thresholds exceeding 1/4" (6 mm) to a maximum of 1/2" (13 mm) must be beveled a maximum slope of 1:2 (50%).
- ✓ Lever-type door hardware
- ✓ Every bedroom and habitable space must have strobe light where fire alarm is installed.

The following best practices are recommended:

- 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.
- Door viewer between 1000 and 1200 mm at main entrance.

## MULTI-UNIT HOUSING INCENTIVES PROGRAM

### 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 provide a clear opening of 31.9" (810 mm).
- ✓ All internal doors must provide a 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:

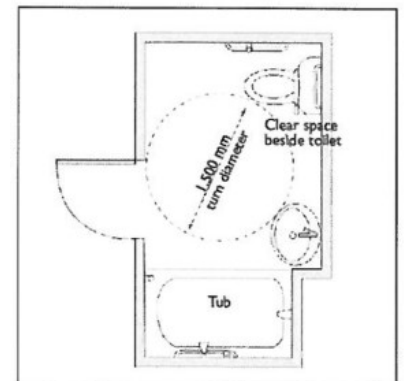
#### 1. Bathroom

At least one bathroom on the 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.
- ✓ Seat height of more than 34.05" (865mm).
- ✓ Elongated bowl for water closet.

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 35.4" (900 mm).
- ✓ 59' (1500 mm) turning radius on one side of a double-sized bed.
- ✓ Clear space next to bed of 35.4" (900mm).
- It is a recommended practice to include height-adjustable closet shelves and clothing rods.

## MULTI-UNIT HOUSING INCENTIVES PROGRAM

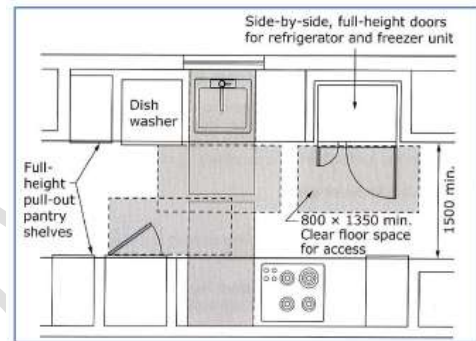
### 3. Kitchen

The kitchen must meet the following requirements:

- ✓ Continuous counter between stove and sink or adjacent to one another;
- ✓ Lever-type sink faucets; and
- ✓ Turning radius of 59" (1500 mm).

The following best practices are recommended:

- Not more than 865mm above floor for counter top.
- L-shaped kitchens provided several work spaces and allow 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 ft<sup>2</sup> (2 m<sup>2</sup>) 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 to a maximum slope of 1:2 (50%).
- The patio should accommodate a 59" (1500 mm) turning radius.
- Railing or enclosures 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.

## **MULTI-UNIT HOUSING INCENTIVES PROGRAM**

### **Windows**

Opening and locking mechanisms must be:

- ✓ Located adjacent to a clear floor space that has a 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" (1120 mm) 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.