

TOWN OF RIMBEY

BYLAW COMMITTEE AGENDA

AGENDA FOR BYLAW COMMITTEE MEETING OF THE TOWN OF RIMBEY TO BE HELD ON TUESDAY, JANUARY 05, 2021 AT 3:00 PM VIA ZOOM CONFERENCE:

LOG IN:

<https://us02web.zoom.us/j/81402231541?pwd=S2NtcGthZndVWDRsWUR1RFVjY25jUT09>

Meeting ID: 814 0223 1541

Passcode: 641998

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1	<b>Call to Order &amp; Record of Attendance</b>	
2.	<b>Agenda Approval and Additions</b> .....	1
3.	<b>Minutes</b>	2-4
3.1	Minutes of December 1, 2020 Bylaw Committee Meeting .....	
4.	<b>New and Unfinished Business</b>	
4.1	Urban Hens Bylaw .....	5-13
4.2	Town of Rimbey Tax Incentive Bylaw .....	14-49
5.	<b>Adjournment</b>	



REQUEST FOR DECISION

<b>Bylaw Committee Agenda Item</b>	3.1
<b>Bylaw Committee Meeting Date</b>	January 5, 2021
<b>Subject</b>	Minutes of December 1, 2020 Bylaw Committee Meeting
<b>For Public Agenda</b>	Public Information
<b>Attachments</b>	Minutes of December 1, 2020 Bylaw Committee Meeting
<b>Recommendation</b>	To accept the Minutes of December 1, 2020 Bylaw Committee Meeting, as presented.
<b>Prepared By:</b>  <p style="text-align: center;"><u>Bonnie Rybak</u> _____ <u>December 29, 2020</u> Bonnie Rybak Recording Secretary Date</p>	
<b>Endorsed By:</b>  <p style="text-align: center;"><u>Gayle Rondeel</u> _____ <u>December 29, 2020</u> Gayle Rondeel Chairperson Date</p>	

**TOWN OF RIMBEY**

**BYLAW COMMITTEE MEETING MINUTES**

**MINUTES FOR BYLAW COMMITTEE MEETING OF THE TOWN OF RIMBEY HELD ON TUESDAY, DECEMBER 01, 2020 AT 3:00 VIA ZOOM CONFERENCE.**

- 1 Call to Order Chairperson Rondeel called the Bylaw Committee Meeting to order at 3:00 pm with the following in attendance:

Chairperson Gayle Rondeel  
Councillor Lana Curle  
Committee Member Connor Ibbotson  
Chief Administrative Officer - Lori Hillis  
Recording Secretary – Kathy Blakely

Absent  
Deputy Chair Janet Carlson

Public  
0 members of the public

2. Adoption of Agenda 2.1 December 01 2020 Agenda

Motion 2020BC022

Moved by Councillor Lana Curle to accept the agenda for the December 01, 2020 Bylaw Committee Meeting as presented.

In Favor  
Chairperson Gayle Rondeel  
Councillor Lana Curle  
Committee Member Connor Ibbotson

Opposed

CARRIED

3. Minutes 3.1 Minutes of November 17, 2020 Bylaw Committee Meeting

Motion 2020BC023

Moved by Committee Member Connor Ibbotson to accept the Minutes of the November 17, 2020 Bylaw Committee Meeting, as presented.

In Favor  
Chairperson Gayle Rondeel  
Councillor Lana Curle  
Committee Member Connor Ibbotson

Opposed

CARRIED

4. New and Unfinished Business

4.1 Urban Hens

Motion 2020BC024

Moved by Councillor Lana Curle to accept the Urban Hen information, as information.

In Favor

Chairperson Gayle Rondeel  
Councillor Lana Curle  
Committee Member Connor Ibbotson

Opposed

CARRIED

5. Adjournment

5.1 Adjournment

Motion 2020BC025

Moved by Councillor Lana Curle to adjourn the Bylaw Committee Meeting at 3:57 pm.

In Favor

Chairperson Gayle Rondeel  
Councillor Lana Curle  
Committee Member Connor Ibbotson

Opposed

CARRIED

\_\_\_\_\_  
Chairperson Councillor Rondeel

\_\_\_\_\_  
Deputy Chairperson Janet Carlson



REQUEST FOR DECISION

<b>Bylaw Committee Agenda Item</b>	4.1
<b>Bylaw Committee Meeting Date</b>	January 5, 2021
<b>Subject</b>	Urban Hens
<b>For Public Agenda</b>	Public Information
<b>Information</b>	At the bylaw committee meeting held December 1, 2020 the bylaw committee reviewed and edited the Urban Hen Bylaw.
<b>Attachment</b>	Town of Rimbey Draft Urban Hen Bylaw Town of Rimbey Draft Urban Hen Bylaw Registration Application
<b>Recommendation</b>	<ol style="list-style-type: none"><li>1. To accept the Draft Urban Hen Bylaw as presented.</li><li>2. To forward the Draft Urban Hen Bylaw to Council for consideration.</li></ol>

**Prepared By:**

Bonnie Rybak

Bonnie Rybak  
Recording Secretary

December 29, 2020

Date

**Endorsed By:**

Gayle Rondeel

Gayle Rondeel  
Chairperson

December 29, 2020

Date



## Town of Rimbey

Bylaw ###/20

A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE REGULATIONS FOR THE CONTROL URBAN HENS IN THE TOWN.

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**WHEREAS** A Council of a Municipality may, pursuant to the Municipal Government Act, Chapter M-26, R.S.A. 2000, pass bylaws for the purpose of regulating and controlling domestic animals and activities in relation to them and to provide for the imposition of a fine and or imprisonment due to contravention of said bylaw; and

**WHEREAS** The Council of the Town of Rimbey deems it necessary and expedient to pass a bylaw for the purpose of regulating and controlling urban hens within the corporate boundaries of the Town of Rimbey;

NOW THEREFORE, THE MUNICIPAL COUNCIL OF THE TOWN OF RIMBEY, DULY ASSEMBLED, ENACTS AS FOLLOWS:

1. TITLE

1.1 This bylaw may be called the "Urban Hen Bylaw"

2. DEFINITIONS

2.1 For the purpose of this bylaw:

- a) Abattoir: means a facility where animals are slaughtered for consumption as food for humans.
- b) Animal Control Officer means a person or firm engaged by the Town to administer and/or enforce the provisions of the bylaw.
- c) Chicken Tractor: means a movable chicken coop lacking a floor.
- d) Coop: means a fully enclosed, weather-proof structure, and attached outdoor enclosure used for the keeping of Urban Hens.
- e) Chief Administrative Officer: means a person appointed as the Chief Administrative Officer of the Town of Rimbey or designate.
- f) Council: means the Council of the Town of Rimbey.
- g) Communicable Disease: means any disease or illness that may be transferred from an Animal to another Animal, or a human through direct or indirect contact.
- h) Hen: means a domesticated female chicken.
- i) Hen House: means an enclosed structure that houses Urban Hens at night and includes a secure place for Urban Hens to lay eggs and eat.
- j) Licensee: means a Person named on an Urban Hen License.
- k) Municipal Tag: means a document alleging an offence issued pursuant to the authority of a Bylaw of the Town.



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### A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE REGULATIONS FOR THE CONTROL URBAN HENS IN THE TOWN.

- l) Outdoor Enclosure (urban hen run): means a securely enclosed, roofed outdoor area attached to, and forming, part of a Coop having a bare earth or vegetated floor for Urban Hens to roam.
- m) Owner: includes any one or more Persons who:
  - i) Is named on an Urban Hen License; or
  - ii) A person who owns or claims any proprietary interest in an Urban Hen; or
  - iii) Has the care, charge, custody, possession, or control of the Urban Hen, either temporarily or permanently; or
  - iv) Harbors an Urban Hen, or allows an Urban Hen to remain, on his/her property
- n) Owner's Property: means any premises which are owned or leased by the Owner.
- o) Premises: means any dwelling, building, and any parcel or lot of real property or a portion thereof.
- p) Rooster: means a domesticated male chicken.
- q) Running at Large: means an Urban Hen being outside of a coop or run.
- r) Town: means the municipal corporation of the Town of Rimbey, or the area contained within the boundary thereof, as the context requires, means the area of land within the corporate boundaries.
- s) Town Office: means the Chief Administrative Officer or any other staff member authorized to carry out their duties.
- t) Urban Hen: means a hen that is at least 16 weeks of age.
- u) Urban Hen License: means a license issued by the Town of Rimbey pursuant to the Urban Hen Bylaw, which authorizes the License holder to keep Urban Hens on specific property within the Town of Rimbey.
- v) Violation Ticket: has the same meaning as the Provincial Offences Procedure Act.
- w) Urban Area: means land located within the Town of Rimbey legal boundaries.

#### 3. PURPOSE

3.1 The purpose of this bylaw is to regulate and control the keeping of Urban Hens within the urban areas of the Town of Rimbey.

#### 4. REGULATIONS

4.1 A person may apply to keep no more than five (5) Urban Hens on a single property.

4.2 The owner must be 18 years of age or older.

4.3 Urban Hens kept on the property are for personal use only.

4.4 No person shall be permitted to:

- a) keep a rooster;

**A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE REGULATIONS FOR THE CONTROL URBAN HENS IN THE TOWN.**

- b) keep a hen, other than an Urban Hen for which a valid Urban Hen License has been issued by the Town of Rimby;
  - c) sell eggs, meat, manure, and other products associated with the keeping of Urban Hens;
  - d) slaughter Urban Hens on the property;
- 4.5 Any deceased Urban Hens shall be disposed of by delivering it to a farm, Abattoir, veterinarian, or other operation that is lawfully permitted to dispose of such.
- 4.5 A tenant must obtain written permission from the registered property Owner to keep Urban Hens on the owner's property. Any Owner of Urban Hens must reside on the property where the Urban Hens are kept.

**5 URBAN HEN COOP AND RUN REQUIREMENTS**

5.1 No person shall keep an Urban Hen or Urban Hens, on a parcel in a single-family residential zone, having an area less than 464.52 sq. metres (5,000 ft<sup>2</sup>).

5.2 Every building (coop) or enclosure used to accommodate Urban Hens must be:

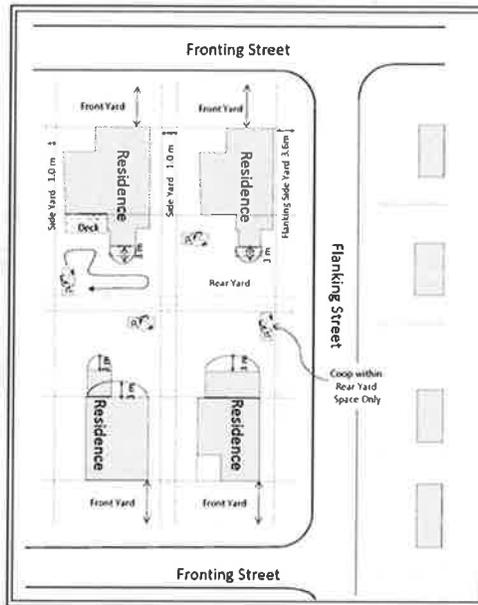
5.2.1 located in the rear yard of the lot behind the dwelling;

a) a minimum of 3.0 metres (9.8 ft) from the principle dwelling;

b) a minimum of 1.0 metre (3.3. ft) from any property line;

c) a maximum of 10 sq. metres (107.6 sq. ft) in size;

d) a maximum of 2.5 metres (8 ft) in height;



5.3 The Owner shall ensure Urban Hen coops, Urban Hen houses, and Urban Hen runs are properly maintained in a clean condition to prevent negative impacts. Including, but not limited to, attacking nuisance animals, the spread of food over the property, and obnoxious odors, or noise.

5.4 The Owner must ensure the coop and outdoor enclosure are secured from sunset to sunrise.

5.5 Hen Tractors may be used to move urban hens to new areas for foraging during daylight hours.



## Town of Rimbey

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### A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE REGULATIONS FOR THE CONTROL URBAN HENS IN THE TOWN.

#### 6 RESPONSIBILITIES OF HEN OWNERS

6.1 The Owner of an Urban Hen(s) shall:

- a) ensure the rear yard is securely fenced;
- b) ensure the coop is insulated and well ventilated;
- c) ensure that the Urban Hen is not running-at-large;
- d) ensure food is stored in such a way as to discourage predators;
- e) ensure manure is stored in an enclosed container and disposed of, as per health regulations;
- f) keep a food container and water container in the Coop;
- g) remove leftover feed, trash, and manure within 48 hours;
- h) store feed within a fully enclosed container;
- i) not keep an Urban Hen in a cage, kennel, or any other form of shelter other than a Coop or approved Tractor;
- j) not sell eggs, meat, manure, or other products derived from Urban Hens;
- k) not slaughter an Urban Hen on the property;
- l) dispose of an Urban Hen except by delivering it to a farm, Abattoir, veterinarian, or other operation that is lawfully permitted to dispose of Urban Hens;
- m) follow biosecurity procedures recommended by the Canadian Food Inspection Agency to reduce potential for disease outbreak;

#### 7.0 LICENSING

7.1 A person may not keep an Urban Hen unless that person first submits a completed Urban Hen Registration Application to the Town and receives validation of registration from the Town.

7.2 The Town may not validate an Urban Hen registration application form unless the following has been satisfied:

- a) The initial permit has been reviewed by the planning and development department to ensure compliance with the required regulations and guidelines, of which the applicant of the Urban Hen registration application form will be contacted within 21 days upon reception of the completed application;
- b) the applicant is the owner of the property and resides on the property on which the Urban Hens will be kept, or the applicant resides on the lot and has written consent from the registered owner of the property to allow Urban Hens to be kept on the property;
- c) the applicant has a valid Alberta Poultry Premises Identification (PID) number obtained from Alberta Agriculture and Forestry, and a copy is provided to the Town;



## Town of Rimbey

Bylaw ###/20

### A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE REGULATIONS FOR THE CONTROL URBAN HENS IN THE TOWN.

- d) all other required information on the Town's Urban Hen License application form has been provided including payment.

#### 7.3 A person may apply to keep up to five (5) Urban Hens by:

- a) Applying for an annual Urban Hen License from the Town Office during regular business hours: and
- b) Paying an annual \$50.00 Urban Hen License fee, which is due and payable prior to January 31 of each subsequent year.
- c) Urban Hen Licenses fees shall not be reduced or prorated regardless of the month of purchase.
- d) Urban Hen License fees that have been paid shall not be refunded or rebated.

#### 7.4 Upon payment of the Urban Hen License fee by the owner, the Town Office shall issue to the Owner a certificate of licensing.

#### 7.5 A validated Urban Hen License is not transferable from one person to another or from one property to another.

#### 7.6 A person to whom an Urban Hen License has been issued shall produce the license at the demand of the Chief Administrative Officer or Animal Control Officer.

#### 7.7 The maximum number of Urban Hen Licenses that may be issued in the Town shall be one (1) Urban Hen License per one hundred (100) persons, based on the population of the Town of Rimbey, as determined in the most recent census.

### 8.0 PENALTIES

#### 8.1 A person who contravenes any provision of this bylaw is guilty of an offence.

#### 8.2 No person shall wilfully obstruct, hinder, or interfere with an Animal Control Officer or any other person authorized to enforce and engage in the enforcement of the provisions of this Bylaw.

#### 8.3 A person who is guilty of a first offense is liable to a fine of two hundred (\$200.00) dollars.

#### 8.4 A person who is guilty of a second offense is liable to a fine of four hundred (\$400.00) dollars.

#### 8.5 Where a person has been found to have contravened the Bylaw two (2) or more times within one twelve (12) month period, the Town reserves the right to revoke the Urban Hen License.

### 9.0 SEVERABILITY CLAUSE

#### 9.1 Every provision of this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.



**Town of Rimbey**

Bylaw ###/20

A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE REGULATIONS FOR THE CONTROL URBAN HENS IN THE TOWN.

10.0 COMMENCEMENT

10.1 The Bylaw shall come into full force and effect June 1, 2021

10.2 Bylaw 094/42 is hereby rescinded.

READ a first time this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR RICK PANKIW

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER  
LORI HILLIS

READ a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR RICK PANKIW

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER  
LORI HILLIS

READ a third and final time this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR RICK PANKIW

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER  
LORI HILLIS



# Urban Hen Registration Application

**Applicant/Owner Information:** (Please note: Applicant must be 18 years of age or older to apply)

Name: \_\_\_\_\_ Civic Address: \_\_\_\_\_

Owner: \_\_\_\_\_ Renter\*: \_\_\_\_\_ Mailing Address: \_\_\_\_\_  
(\* signed letter of permission from Landowner required)

Phone #: \_\_\_\_\_ Alternate #: \_\_\_\_\_ Email: \_\_\_\_\_

If applicant is a Renter, please fill out the following information:

Registered Property Owner: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Alternate #: \_\_\_\_\_ Email: \_\_\_\_\_

## Urban Hen Information:

Number of Urban Hens on Premise (max 5 Urban Hens):

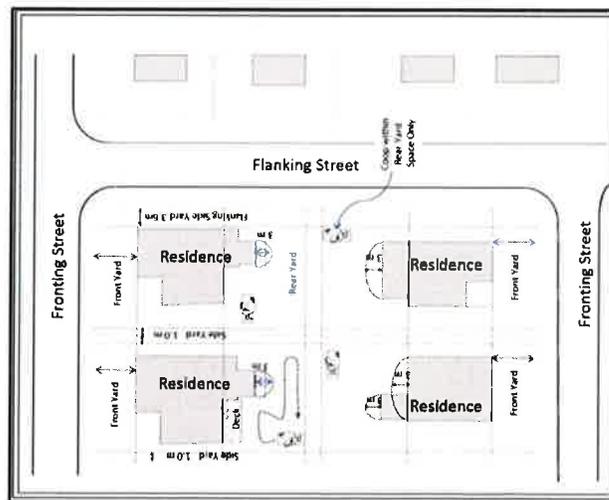
Coop Sq. Area: \_\_\_\_\_ (10m<sup>2</sup>) Coop Height: \_\_\_\_\_ (2.5m)

## Yard Information:

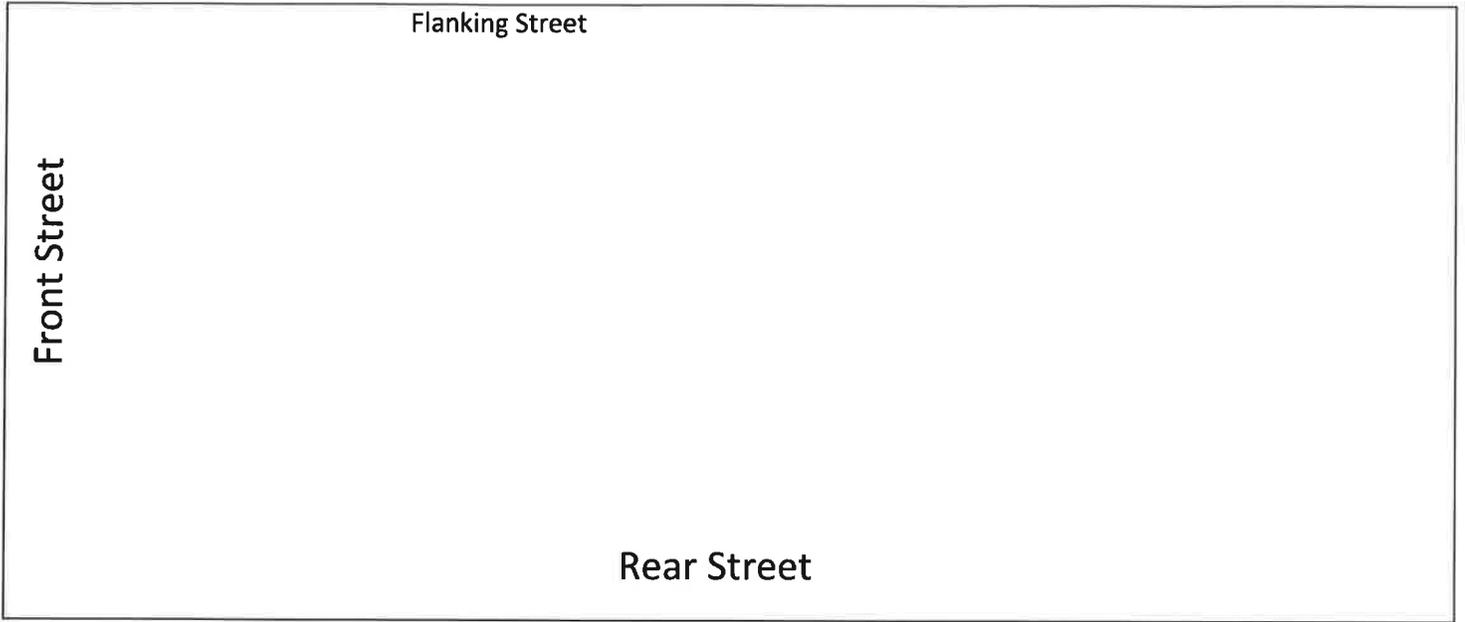
Rear Yard Securely Fenced: \_\_\_\_\_ Lot Size Meets Requirements: \_\_\_\_\_ (minimum 464.52 m<sup>2</sup>)

Using the information provided above the example below, please provide a sketch of the coop in relation to the property in the box provided below.

Refer to Part 5 of the "Urban Hen Bylaw" for approved coop and run requirements.



Please note that the personal information requested in this form is protected under the Freedom of Information and Protection of Privacy Act (FOIP). Collection of the personal information is authorized under FOIP, Section 33c, and is to be used in conjunction with the Town of Rimbey Urban Hen Application. If you have any questions regarding FOIP, please phone 403-843-2113 and ask for the FOIP coordinator.



Please provide in the lines below, a short description of intended coop and run with the described intended location within your rear yard, as required by the "Urban Hen Bylaw".

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Signature of Applicant/Owner: \_\_\_\_\_

Date: \_\_\_\_\_

Approval:

Animal Control: \_\_\_\_\_

Date: \_\_\_\_\_

Town of Rimbey: \_\_\_\_\_

Date: \_\_\_\_\_

Fee: \$50 Receipt #: \_\_\_\_\_



REQUEST FOR DECISION

<b>Bylaw Committee Agenda Item</b>	4.2
<b>Bylaw Committee Meeting Date</b>	January 5, 2021
<b>Subject</b>	Town of Rimbey Tax Incentive Bylaw
<b>For Public Agenda</b>	Public Information
<b>Information</b>	<p>In September of 2020 Mayor Pankiw requested Administration to investigate the possibility of implementing a Tax Incentive Bylaw to encourage the development of non-residential properties in the Town of Rimbey.</p> <p>In 2019 Sections 364.2 and 364.3 of the <i>Municipal Government Act</i> came into force to provide for a new mechanism to incentivize development. Section 364.2 allows Council, by bylaw, to grant tax exemptions or tax deferrals to non-residential properties. Following the requirements of these sections of the MGA, Administration has reached out to Brownlee LLP to prepare the appropriate bylaw and agreements.</p>
<b>Attachment</b>	Draft Town of Rimbey Tax Incentive Bylaw Draft Tax Incentive Agreement for corporate developers Draft Tax Incentive Agreement for individual developers
<b>Recommendation</b>	Administration recommends Bylaw Committee to accept as information.  Administration recommends Bylaw Committee forward the Draft Tax Incentive Bylaw and Draft Tax Incentive Agreements to Council for consideration.

**Prepared By:**

Bonnie Rybak

Bonnie Rybak  
Recording Secretary

December 29, 2020

Date

**Endorsed By:**

Gayle Rondeel

Gayle Rondeel  
Chairperson

December 29, 2020

Date



## Town of Rimbey

Bylaw ###/20

A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE REGULATIONS FOR THE TAX INCENTIVES BYLAW.

**WHEREAS** The Town of Rimbey considers it desirable to encourage the development of non-residential properties for the general benefit of the Town;

**AND WHEREAS** Pursuant to Section 364.2 of the *Municipal Government Act*, RSA 2000, c M-26, Council may pass a tax incentives bylaw to encourage development and revitalization of non-residential properties for the general benefit of the Town;

**AND WHEREAS** The Town of Rimbey is responsible for carrying out measures that will develop and maintain a viable community pursuant to Section 3(c) of the *Municipal Government Act*, which includes measures to improve the long-term economic outlook for the Town,

NOW THEREFORE, THE MUNICIPAL COUNCIL OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA DULY ASSEMBLED, ENACTS AS FOLLOWS:

### 1 TITLE

1.1 This Bylaw may be referred to as the "Tax Incentives Bylaw".

### 2 DEFINITIONS

2.1 In this Bylaw, unless the context otherwise requires:

- a) "Act" means the *Municipal Government Act*, RSA 2000, c M-26, as amended from time to time;
- b) "Administration" means the administrative and operational arm of the Town comprised of the various departments and business units and including all employees who operate under the leadership and supervision of the CAO;
- c) "Applicant" means a person who applies for an Exemption;
- d) "Application Fee" means the fee established by this Bylaw to be paid at the time an application is submitted pursuant to this Bylaw;
- e) "Assessed Person" means an assessed person as that term is defined under Section 284(1) of the Act;

## Town of Rimbey

### Bylaw ###/20

#### A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE REGULATIONS FOR THE TAX INCENTIVES BYLAW.

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- f) “Bylaw” means this Tax Incentives Bylaw;
- g) “Chief Administrative Officer” or “CAO” means the chief administrative officer as appointed by Council, including the CAO’s delegate;
- h) “Complete Application” means an application submitted pursuant to this Bylaw that includes the Application Fee and the application requirements for non-residential tax incentives and the application form for non-residential tax incentives as set out in Appendices “A” and “B”, respectively, attached hereto;
- i) “Council” means all the councillors of the Town including the chief elected official for the Town;
- j) “Development or Revitalization” means, in respect of a Non-residential Property, construction of a new Structure, construction of an expansion to an existing Structure and/or renovation or improvement of an existing Structure, but excludes demolition of a Structure if that demolition does not occur in conjunction with construction of a new replacement Structure;
- k) “Exemption” means an exemption from taxation for Non-residential Property as provided for in Part 10, Division 2 of the Act. For purposes of clarity, the exemption from taxation applies only to taxes imposed by the Town under Part 10, Division 2 of the Act and not any Provincial requisitions;
- l) “Non-residential Property” means non-residential as defined in the Act in respect of property;
- m) “Qualifying Property” means a Non-residential Property that is the subject of Development or Revitalization;
- n) “Structure” means a structure as that term is defined in s 284(1)(u) of the Act that is Non-residential Property;
- o) “Tax Incentive Agreement” means a written agreement setting out the terms and conditions for an Exemption for the Qualifying Property; and

## Town of Rimbey

Bylaw ###/20

### A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE REGULATIONS FOR THE TAX INCENTIVES BYLAW.

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p) "Town" means the Town of Rimbey in the Province of Alberta.

#### 3 PURPOSE

3.1 The purpose of this Bylaw is to allow tax incentives in the form of Exemptions from taxation under Part 10, Division 2 of the Act for Qualifying Properties in the Town that meet the requirements of this Bylaw.

#### 4 CRITERIA FOR AN EXEMPTION

4.1 In order to apply for an Exemption, an Applicant must meet the following criteria:

4.1.1 the Applicant must be the Assessed Person for the Qualifying Property that is the subject of the application; and

4.1.2 the Applicant must have no outstanding monies owing to the Town.

4.2 In order to qualify for an Exemption, the Non-residential Property in question must be a Qualifying Property, and must meet the following additional criteria:

4.2.1 the Qualifying Property must be located within the geographical boundaries of the Town;

4.2.2 All required Town development approvals with respect to the Development or Revitalization of the Qualifying Property must have been issued;

4.2.3 The Development or Revitalization of the Qualifying Property must cause the assessed value of the Qualifying Property, as set out in notices of assessment for the Qualifying Property, to experience an incremental increase of at least \$[insert minimum dollar threshold] between the taxation year immediately prior to the commencement of construction of the Development or Revitalization and the first taxation year to which an Exemption provided pursuant to this Bylaw is to apply; and

4.2.4 The Applicant must submit a Complete Application in accordance with the terms of this Bylaw.

## Town of Rimbey

Bylaw ###/20

A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE REGULATIONS FOR THE TAX INCENTIVES BYLAW.

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4.3 No Exemption shall be provided in respect of any Development or Revitalization that was completed before this Bylaw comes into force.

### 5 APPLICATION FOR AN EXEMPTION

5.1 Applicants must submit a Complete Application to the CAO.

5.2 The Application Fee is \$[insert application fee amount].

5.3 Complete Applications may be submitted after all required Town development approvals with respect to the Development or Revitalization have been issued, and Complete Applications must be received on or before the date that is sixty (60) days after the date on which construction of the Development or Revitalization has commenced.

5.4 Complete Applications must be received on or before October 1<sup>st</sup> of the year prior to the year in which the requested Exemption is to commence.

5.5 Complete Applications may be considered and approved in accordance with the requirements of this Bylaw before construction of the Development or Revitalization of the Qualifying Property is complete, however, the Exemption will not apply until all such construction is complete and has been inspected and approved for occupancy.

5.6 Notwithstanding the Complete Application requirements set out in this Bylaw, the CAO may require any additional information that, in the discretion of the CAO, is necessary to complete the application.

5.7 The CAO will advise Applicants in writing if their application is accepted for consideration. Applications accepted for consideration shall become the property of the Town and may not be returned.

5.8 The CAO has the discretion to reject applications that are incomplete or illegible.

5.9 Applicants whose applications are returned as incomplete or illegible may resubmit an application provided the application is resubmitted by the deadline provided in section 5.4 of this Bylaw.

## Town of Rimbey

Bylaw ###/20

### A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE REGULATIONS FOR THE TAX INCENTIVES BYLAW.

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5.10 The CAO will advise Applicants in writing with reasons if their application is rejected.

#### 6 CONSIDERATION OF APPLICATIONS

6.1 Administration shall review the Complete Application to determine if it meets the criteria and requirements for an Exemption and provide a written report with recommendations to Council.

6.1.1 In conducting a review pursuant to section 6.1, Administration may rely upon financial documentation and estimates provided by the applicant to make an initial determination of whether or not the criterion in section 4.2.3, regarding assessed value, is met. For greater certainty, and without limiting any other provision of this Bylaw, an initial determination made pursuant to this section shall not prevent the subsequent cancellation of an Exemption, in accordance with this Bylaw, in the event that it is determined, on the basis of future assessments, that the criterion in section 4.2.3 has not, in fact, been met.

6.3 Council shall review the Complete Application and Administration's report and may:

6.3.1 pass a resolution directing Administration to enter into a Tax Incentive Agreement; or

6.3.2 pass a resolution refusing the Complete Application.

6.4 A resolution directing Administration to enter into a Tax Incentive Agreement must include:

6.4.1 the future taxation years to which the Exemption applies; and

6.4.2 the details and extent of the Exemption, which shall be as follows:

6.4.2.1 In the first taxation year identified in the Tax Incentive Agreement, the Qualifying Property shall receive a 100% Exemption;

6.4.2.2 In the second taxation year identified in the Tax Incentive Agreement, the Qualifying Property shall receive an 80% Exemption;

## Town of Rimbey

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### A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE REGULATIONS FOR THE TAX INCENTIVES BYLAW.

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6.4.2.3 In the third taxation year identified in the Tax Incentive Agreement, the Qualifying Property shall receive a 60% Exemption.

6.5 An Exemption must not exceed three (3) consecutive tax years.

6.6 A resolution passed under section 6.3.2 refusing an application must include the reason(s) for refusal.

6.7 Administration shall provide written notice of a refusal to an Applicant which must include the resolution passed under section 6.3.2.

## 7 TAX INCENTIVE AGREEMENT

7.1 Where Council has passed a resolution approving an Exemption, Administration shall draft a Tax Incentive Agreement in accordance with the resolution of Council.

7.2 A Tax Incentive Agreement must outline:

7.2.1 the taxation years to which the Exemption applies, which must not include any taxation year earlier than the taxation year in which the Exemption is granted;

7.2.2 the extent of the Exemption for each taxation year to which the Exemption applies;

7.2.3 a deadline for submission of proof that the Qualifying Property has been approved for occupancy;

7.2.4 any criteria in section 4 which formed the basis of granting the Exemption and the taxation year or years to which the criteria applies all of which are deemed to be a condition or conditions of the Tax Incentive Agreement the breach of which will result in the cancellation of the Exemption for the taxation year or years to which the criteria applies;

**A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA TO PROVIDE FOR  
THE REGULATIONS FOR THE TAX INCENTIVES BYLAW.**

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7.2.5 In the event of a cancellation pursuant to section 8.1 of this Bylaw, any monies owed to the Town shall be immediately paid by the Applicant; and

7.2.6 any other conditions Administration deems necessary and the taxation year(s) to which the condition applies.

7.3 Tax Incentive Agreements shall be executed by the chief elected official or their delegate and the CAO.

**8 CANCELLATION OF TAX INCENTIVE AGREEMENT**

8.1 If at any time after an Exemption is granted, Administration determines that:

8.1.1 the Applicant or their application did not meet or ceased to meet any of the criteria in section 4 which formed the basis of granting the Exemption;

8.1.2 tax arrears are owing with respect to the Qualifying Property; or

8.1.3 there was a breach of any condition of the Tax Incentive Agreement;

Administration shall make a recommendation to Council and Council may, by resolution, cancel the Exemption for the taxation year or years in which the criterion was not met or to which the condition applies.

8.2 A resolution passed by Council pursuant to section 8.1 must include reasons and identify the taxation year or years to which the cancellation applies.

8.3 Administration shall provide written notice of a cancellation to an Applicant which must include the resolution passed under section 8.1.

**9 REVIEW**

9.1 Where an application has been rejected by Administration on the basis that it is incomplete, Applicants may apply to Council within 14 days of receiving notice of the refusal to review the decision to reject the application.



# Town of Rimbey

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## A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE REGULATIONS FOR THE TAX INCENTIVES BYLAW.

- 9.2 Applicants may apply to Council within 14 days of receiving a Tax Incentive Agreement to review the Tax Incentive Agreement on the limited issue of whether the Tax Incentive Agreement follows the direction of Council. Council may revise the Tax Incentive Agreement or provide direction to Administration to revise the Tax Incentive Agreement in accordance with Council’s initial resolution.
- 9.3 Applicants may apply to Council within 14 days of receiving a notice of cancellation to review the cancellation and Council may uphold or revoke the cancellation.
- 9.4 Applications for judicial review of a decision pursuant to this Bylaw must be filed with the Court of Queen’s Bench and served not more than sixty (60) days after the date of decision.

### 10 SEVERABILITY

10.1 If any portion of this Bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed and the remainder of this Bylaw is deemed valid.

READ A FIRST TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

READ A SECOND TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

READ A THIRD TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

SIGNED AND PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER

## Town of Rimbey

Bylaw ###/20

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### Appendix "A"

#### **Application Requirements for Non-Residential Tax Incentives Pursuant to the Tax Incentives Bylaw No. [Insert Number]**

1. All applications for an Exemption under to the Tax Incentives Bylaw must include the following information:
  - a) a signed and dated application form;
  - b) the Application Fee;
  - c) if the Applicant is not an individual, an agent authorization form or directors' resolution;
  - d) if the Applicant is a corporation, a corporate registry record of the Applicant dated within 60 days of the date of the application;
  - e) a land titles certificate for the lands on which the Qualifying Property is located dated within 60 days of the date of the application;
  - f) a description of the business conducted, or to be conducted, on the Qualifying Property;
  - g) copies of all development permits issued with respect to the Development or Revitalization of the Qualifying Property;
  - h) an estimate of when the Qualifying Property will be approved for occupancy after completion of the Development or Revitalization;
  - i) an explanation of how the application meets the criteria for an Exemption; and
  - j) financial documentation related to the Development or Revitalization of the Qualifying Property that indicates that the increase in assessed value that is required by the Tax Incentives Bylaw is, or will be, met, which shall include, without limitation, construction cost estimates, copies of receipts and paid invoices and estimates regarding the current and expected future value of the Qualifying Property.

## Town of Rimbey

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2. Applicants may provide any other material, including additional print, visual or audio-visual material, which the Applicant believes will support their application.

**NOTE: Applications and all material provided will be included in reports to Council and the Council agenda packages that are available to the public.**

**All Qualifying Properties will be subject to inspection by Town staff to ensure the validity of the application.**

DRAFT



# Town of Rimbey

Bylaw ###/20

A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE REGULATIONS FOR THE TAX INCENTIVES BYLAW.

## Appendix "B"

### Application Form for Non-Residential Tax Incentives Pursuant to the Tax Incentives Bylaw No. [Insert Number]

#### Applicant Information:

Applicant Name:	
Registered Corporate Name, if Different:	
Legal Description of Assessed Property:	
Mailing Address of Assessed Property:	
Corporate Registry Office Address of Applicant:	

#### Agent Information:

Name of Authorized Agent for Applicant:	
Mailing Address for Agent:	
Email Address for Agent:	
Telephone Number for Agent:	



# Town of Rimbey

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A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE REGULATIONS FOR THE TAX INCENTIVES BYLAW.

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Personal Information required by Town of Rimbey application forms is collected under authority of sections 33(a) and (c) of the Alberta Freedom of Information and Protection of Privacy (FOIP) Act. Your personal information will be used to process your application(s). Please be advised that your name, address and details related to your application may be included on reports that are available to the public as required or allowed by legislation. If you have any questions, please contact the Town's FOIP Head at [insert contact information].

Provide, or append, a brief description of the business conducted, or to be conducted, on property:

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Describe, or append, an explanation of why you are seeking an Exemption and how you meet the criteria set out in the Tax Incentives Bylaw:

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What date is the subject property expected to be approved for occupancy:

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Any additional documentation must be appended to the application. Indicate if the application includes the following:



# Town of Rimbey

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## A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE REGULATIONS FOR THE TAX INCENTIVES BYLAW.

- Corporate Registry Record (if applicable) (required)
- Land Titles Certificate
- Agent Authorization Form/Directors' Resolution (if applicable) (required)
- Application Fee
- Financial Documentation re: Increase in Value (required) materials (optional)
- Other
- Copies of development permit(s) (required)

Date of the Application

Signature of Applicant (or Applicant's Agent)

Print Name of Applicant (or Applicant's Agent)

### FOR OFFICE USE ONLY

DATE APPLICATION WAS RECEIVED

NAME OF RECIPIENT

READ a first time this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR RICK PANKIW



# Town of Rimbey

Bylaw ###/20

A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE REGULATIONS FOR THE TAX INCENTIVES BYLAW.

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER  
LORI HILLIS

READ a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR RICK PANKIW

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER  
LORI HILLIS

READ a third and final time this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR RICK PANKIW

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER  
LORI HILLIS



THIS AGREEMENT MADE EFFECTIVE this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**BETWEEN:**

**TOWN OF RIMBEY**  
(hereinafter referred to as "the Town")

OF THE FIRST PART

- and -

**[INSERT NAME OF PARTY]**  
(hereinafter referred to as "the Developer")

OF THE SECOND PART

**TAX INCENTIVE AGREEMENT**

**WHEREAS:**

- A.** Pursuant to Section 364.2 of the Act, Council for the Town has passed a Tax Incentives Bylaw that allows for Exemptions from municipal taxation for a specified term for purposes of encouraging development and revitalization of non-residential properties for the general benefit of the Town.
- B.** Pursuant to the Tax Incentives Bylaw, the Developer submitted an application to the Town for an Exemption relating to the Qualifying Property, and that application was accepted by Administration and subsequently approved by Council, by resolution, on [insert date], a copy of which resolution is attached hereto as Schedule "A" to this Agreement.
- C.** Pursuant to the Section 364.2(5) of the Act, an approved tax exemption pursuant to a Tax Incentives Bylaw must be granted in a written form.
- D.** The Town and the Developer have agreed to enter into this Agreement to set out the terms of the Exemption and any conditions associated with the Exemption.

NOW THEREFORE, in consideration of the mutual terms, conditions and covenants to be observed and performed by each of the parties hereto, the Town and the Developer agree as follows:

**1. Interpretation**

1.1 For the purposes of this Agreement, the following words shall have the meaning ascribed below:

- (a)** "Act" means the *Municipal Government Act*, RSA 2000, c M-26 , as amended from time to time;

- (b) "Administration" means the administrative and operational arm of the Town comprised of the various departments and business units and including all employees who operate under the leadership and supervision of the CAO;
- (c) "Agreement" means this Tax Incentive Agreement;
- (d) "Assessed Person" means an assessed person as that term is defined under Section 284(1) of the Act;
- (e) "Chief Administrative Officer" or "CAO" means the chief administrative officer as appointed by Council, including the CAO's delegate;
- (f) "Council" means all the councillors of the Town including the chief elected official for the Town;
- (g) "Development or Revitalization" means, in respect of a Non-residential Property, construction of a new Structure, construction of an expansion to an existing Structure and/or renovation or improvement of an existing Structure, but excludes demolition of a Structure if that demolition does not occur in conjunction with construction of a new replacement Structure;
- (h) "Exemption" means an exemption from taxation for Non-residential Property as provided for in Part 10, Division 2 of the Act, being property taxes imposed by the Town under Part 10, Division 2 of the Act and not any Provincial requisitions;
- (i) "Non-residential Property" means non-residential property as defined in the Act in respect of property;
- (j) "Qualifying Property" means the Non-residential Property that is legally described and identified in Schedule "B" to this Agreement, which is the subject of Development or Revitalization; and
- (k) "Tax Incentives Bylaw" means the Town of Rimbey Bylaw No. [Insert Number].

## **2. Term and Extent of Exemption**

2.1 Subject to the conditions set out within this Agreement, the Exemption established in section 2.3 of this Agreement, applies to the following taxation years:

- (a) [insert first taxation year];
- (b) [insert second taxation year]; and
- (c) [insert third taxation year].

2.2 The extent of the Exemption is as follows:

- (a) for the first taxation year identified in section 2.1(a) of this Agreement, the Qualifying Property shall receive a 100% Exemption;
- (b) for the second taxation year identified in section 2.1(b) of this Agreement, the

Qualifying Property shall receive an 80% Exemption;

- (c) for the third taxation year identified in section 2.1(c) of this Agreement, the Qualifying Property shall receive a 60% Exemption.

### **3. Conditions of Agreement**

3.1 The Developer must provide proof to the Town, satisfactory to the Town in its sole discretion, that the Qualifying Property has been approved for occupancy, no later than December 31<sup>st</sup> of the year immediately prior to the first taxation year specified in section 2.1(a) of this Agreement.

3.2 It is a condition of this Agreement in respect of every taxation year in which the Exemption Applies, as set out in section 2.1 of this Agreement, that the Developer and the Qualifying Property meet all of the following:

- (a) the Developer must be the Assessed Person for the Qualifying Property;
- (b) the Developer must have no outstanding monies owing to the Town;
- (c) the Qualifying Property must be located within the geographical boundaries of the Town;
- (d) the development of the Qualifying Property must qualify as Development or Revitalization;
- (e) the Development or Revitalization must be complete and the Qualifying Property inspected and approved for occupancy by December 31<sup>st</sup> of the year immediately prior to the first taxation year specified in section 2.1(a) of this Agreement;
- (f) all required Town development approvals with respect to the Development or Revitalization of the Qualifying Property must be issued;
- (g) The assessed value of the Qualifying Property, as set out in notices of assessment for the Qualifying Property, must have experienced an incremental increase of at least \$[insert minimum dollar threshold included in Section 4.2.3 of Tax Incentives Bylaw] between the taxation year immediately prior to the commencement of construction of the Development or Revitalization and the first taxation year identified in section 2.1(a) of this Agreement.

3.3 Failure to meet or a cessation of compliance with any of the conditions in sections 3.1 or 3.2 constitutes an act of default by the Developer.

3.4 In addition, the following constitute acts of default by the Developer and are applicable to every taxation year that the Exemption applies:

- (a) the Developer having misrepresented or omitted any information required on the application package submitted to the Town for purposes of applying for the Exemption;
- (b) the Developer becoming bankrupt within the meaning of the *Bankruptcy and*

*Insolvency Act*, RSC 1985, c B-3, as amended or repealed and replaced from time to time;

- (c) a receiver, interim receiver, receiver and manager, custodian or liquidator is appointed for the business, property, affairs or revenues of the Developer, which are not diligently challenged or contested by the Developer; or
- (d) any steps are taken or action or proceeding instituted by the Developer or by any other person, including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding up or liquidation of the Developer or the Developer's assets, which are not diligently challenged or contested by the Developer.

#### **4. Cancellation of Exemption and Agreement**

- 4.1 Administration acting reasonably, in good faith and in a bone-fide manner, may determine whether or not the Developer has committed an act of default under this Agreement. In the event Administration so determines that the Developer has committed an act of default under this Agreement, Administration shall make a recommendation to Council that the Agreement and the Exemption be cancelled with respect to one or more of the taxation years specified in section 2.1 of this Agreement.
- 4.2 Council may, by resolution, cancel the Agreement and the Exemption for the taxation year or years in which the criterion was not met or to which the condition applies.
- 4.3 A resolution passed by Council to cancel the Exemption must include reasons and identify the taxation year or years to which the cancellation applies.
- 4.4 Administration must provide written notice of a cancellation to the Developer which must include the resolution passed by Council.
- 4.5 In the event of a cancellation of the Exemption and this Agreement, any monies owed to the Town shall be immediately pay by the Developer. For the purposes of this paragraph, "immediately" means 30 days.
- 4.6 Upon cancellation of the Exemption and this Agreement, all benefits of the Developer under this Agreement shall cease.

#### **5. Indemnity**

- 5.1 The Developer shall indemnify and save harmless the Town, and all of its respective officials, officers, employees and authorized representatives, from and against any and all losses, costs (including, without restriction, all legal costs on a solicitor and his own client full indemnity basis), damages, actions, causes of action, suits, claims and demands resulting from anything done or omitted to be done by the Developer in pursuance or purported pursuance of this Agreement including, without restriction, any default by the Developer in the due and punctual performance of any of its representations, warranties, covenants and agreements contained within this Agreement.

**6. General**

- 6.1 The Developer acknowledges and understands that this Agreement does not constitute an approval for development of any kind including, but not limited to, a development permit.
- 6.2 The parties to this Agreement shall execute and deliver all further documents and assurances necessary to give effect to this Agreement and to discharge the respective obligations of the parties.
- 6.3 A waiver by either party hereto of the strict performance by the other of any covenant or provision of this Agreement shall not, of itself, constitute a waiver of any subsequent breach of such covenant or provision or any other covenant or provision of this Agreement.
- 6.4 Whenever under the provisions of this Agreement any notice, demand or request is required to be given by either party to the other, such notice, demand or request may be given by delivery by hand to, by courier, or by registered mail sent to, the respective addresses of the parties being:

TOWN OF RIMBEY  
 Box 350  
 Rimbey AB T0C 2J0

[insert name of party]  
 \_\_\_\_\_  
 \_\_\_\_\_

**Attention: Chief Administrative Officer** \_\_\_\_\_

provided, however, that such addresses may be changed upon ten (10) days' notice and provided, further, that if in the event that notice is to be served at a time when there is an actual or anticipated interruption of mail service affecting the delivery of such mail, the notice shall not be mailed but shall be delivered by courier, hand, email, or fax.

- 6.5 The Developer covenants and agrees that in addition to the provisions contained in the text of this Agreement, the Developer shall be bound by the additional provisions found in the Schedules of this Agreement as if the provisions of the Schedules were contained in the text of this Agreement. This Agreement shall not amend, vary, waive or in any way discharge the obligations of the Developer under any separate development agreement or permits respecting any development or the Lands.
- 6.6 Notwithstanding anything contained within this Agreement, the Developer acknowledges, understands and agrees that the Developer shall be fully responsible to the Town for the performance by the Developer of all the Developer's obligations as set forth in this Agreement. The Developer further acknowledges, understands and agrees that the Town shall not be obligated in any circumstances whatsoever to commence or prosecute any claim, demand, action or remedy whatsoever against any person with whom the Developer may contract for the performance of the Developer's obligations.
- 6.7 In the event that either party is rendered unable wholly, or in part, by force majeure to carry out its obligations under this Agreement, other than its obligations to make payments of money due hereunder, such party shall give written notice to the other party stating full particulars of such force majeure. The obligation of the party giving such notice shall

be suspended during the duration of the delay resulting from such force majeure.

The term "*force majeure*" shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the Queen's enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, inability with reasonable diligence to obtain materials and any other cause not within the control of the party claiming a suspension, which, by the exercise of due diligence, such party shall not have been able to avoid or overcome; provided however, the term "*force majeure*" does not include a lack of financial resources or available funds or similar financial predicament or economic circumstances or any other event, the occurrence or existence of which is due to the financial inability of a party to pay any amount that a prudent and financially sound entity in similar circumstances would reasonably be expected to pay to avoid or discontinue such event.

- 6.8 This Agreement shall not be assignable by the Developer without the express written approval of the Town. Such approval shall be subject to conditions contemplated within this Agreement and may be withheld by the Town in its discretion.
- 6.9 This Agreement shall enure to the benefit of, and shall remain binding upon (jointly and severally, where multiple parties comprising the Developer), the heirs, executors, administrators, attorney under a power of attorney, and other personal representatives of all individual parties and their respective estates, and shall enure to the benefit of, and shall remain binding upon, all successors and assigns (if and when assignment permitted herein) of all corporate parties.
- 6.10 The Agreement shall be governed by the laws of the Province of Alberta.
- 6.11 Time shall in all respects be of the essence in this Agreement.
- 6.12 If any provision hereof is contrary to law or is otherwise unenforceable such provision shall be severed and the remainder of this Agreement shall be of full force and effect.
- 6.13 Whenever the singular, plural, masculine, feminine or neuter is used throughout this Agreement, the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires.
- 6.14 This Agreement, together with the other documents contemplated herein, constitute the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, unless specifically excluded herein or therein and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein.

6.15 The Developer and the Town each hereby acknowledges that they are hereby executing this Agreement having been given the full opportunity to review the same and seek proper and independent legal advice and that each is executing this Agreement freely and voluntarily and of its own accord without any duress or coercion whatsoever and that each is fully aware of the terms, conditions and covenants contained herein and the legal effects thereof.

IN WITNESS WHEREOF, the parties hereto have affixed their corporate seals, duly attested by the hands of their respective proper officers in that behalf, as of the day and year first above written.

**TOWN OF RIMBEY**

Per: \_\_\_\_\_  
Mayor (c/s)

Per: \_\_\_\_\_  
Chief Administrative Officer

**[INSERT NAME OF DEVELOPER]**

Per: \_\_\_\_\_  
(c/s)

Per: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

**Schedule "A" – Council Resolution**

[Insert Council Resolution]

**Schedule "B" – Qualifying Property**

[Insert Legal Description of Property]

**AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY**

I, \_\_\_\_\_, of \_\_\_\_\_,  
in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I am an officer, director or agent of \_\_\_\_\_ named in the within or annexed instrument.
2. I am authorized by \_\_\_\_\_ to execute the instrument without affixing a corporate seal.

SWORN BEFORE ME at \_\_\_\_\_ )  
\_\_\_\_\_, in the Province of Alberta, this )  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. )

\_\_\_\_\_  
A COMMISSIONER FOR OATHS IN AND FOR )  
ALBERTA )

**AFFIDAVIT OF EXECUTION FOR WITNESS**

I, \_\_\_\_\_, of \_\_\_\_\_,  
in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I was personally present and did see \_\_\_\_\_ named in the within (or annexed) Instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. The same was executed at \_\_\_\_\_, in the Province of Alberta, and that I am the subscribing witness thereto.
3. I know the said \_\_\_\_\_ and he/she is, in my belief, of the full age of eighteen years.

SWORN BEFORE ME at \_\_\_\_\_ )  
\_\_\_\_\_, in the Province of Alberta, )  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. )

\_\_\_\_\_  
A COMMISSIONER FOR OATHS IN AND FOR )  
ALBERTA )

**AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY**

I, \_\_\_\_\_, of \_\_\_\_\_,  
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- 1. I am an officer, director or agent of \_\_\_\_\_ named in the within or annexed instrument.
- 2. I am authorized by \_\_\_\_\_ to execute the instrument without affixing a corporate seal.

SWORN BEFORE ME at \_\_\_\_\_ )  
\_\_\_\_\_, in the Province of Alberta, this )  
\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
A COMMISSIONER FOR OATHS IN AND FOR  
ALBERTA ) \_\_\_\_\_

**AFFIDAVIT OF EXECUTION FOR WITNESS**

I, \_\_\_\_\_, of \_\_\_\_\_,  
in the Province of Alberta, MAKE OATH AND SAY THAT:

- 1. I was personally present and did see \_\_\_\_\_ named in the within (or annexed) Instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
- 2. The same was executed at \_\_\_\_\_, in the Province of Alberta, and that I am the subscribing witness thereto.
- 3. I know the said \_\_\_\_\_ and he/she is, in my belief, of the full age of eighteen years.

SWORN BEFORE ME at \_\_\_\_\_ )  
\_\_\_\_\_, in the Province of Alberta, )  
this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
A COMMISSIONER FOR OATHS IN AND FOR  
ALBERTA ) \_\_\_\_\_

THIS AGREEMENT MADE EFFECTIVE this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BETWEEN:**

**TOWN OF RIMBEY**  
(hereinafter referred to as "the Town")

OF THE FIRST PART

- and -

**[INSERT NAME OF PARTY]**  
(hereinafter referred to as "the Developer")

OF THE SECOND PART

**TAX INCENTIVE AGREEMENT**

**WHEREAS:**

- A.** Pursuant to Section 364.2 of the Act, Council for the Town has passed a Tax Incentives Bylaw that allows for Exemptions from municipal taxation for a specified term for purposes of encouraging development and revitalization of non-residential properties for the general benefit of the Town.
- B.** Pursuant to the Tax Incentives Bylaw, the Developer submitted an application to the Town for an Exemption relating to the Qualifying Property, and that application was accepted by Administration and subsequently approved by Council, by resolution, on [insert date], a copy of which resolution is attached hereto as Schedule "A" to this Agreement.
- C.** Pursuant to the Section 364.2(5) of the Act, an approved tax exemption pursuant to a Tax Incentives Bylaw must be granted in a written form.
- D.** The Town and the Developer have agreed to enter into this Agreement to set out the terms of the Exemption and any conditions associated with the Exemption.

NOW THEREFORE, in consideration of the mutual terms, conditions and covenants to be observed and performed by each of the parties hereto, the Town and the Developer agree as follows:

**1. Interpretation**

1.1 For the purposes of this Agreement, the following words shall have the meaning ascribed below:

- (a)** "Act" means the *Municipal Government Act*, RSA 2000, c M-26 , as amended from time to time;

- (b) "Administration" means the administrative and operational arm of the Town comprised of the various departments and business units and including all employees who operate under the leadership and supervision of the CAO;
- (c) "Agreement" means this Tax Incentive Agreement;
- (d) "Assessed Person" means an assessed person as that term is defined under Section 284(1) of the Act;
- (e) "Chief Administrative Officer" or "CAO" means the chief administrative officer as appointed by Council, including the CAO's delegate;
- (f) "Council" means all the councillors of the Town including the chief elected official for the Town;
- (g) "Development or Revitalization" means, in respect of a Non-residential Property, construction of a new Structure, construction of an expansion to an existing Structure and/or renovation or improvement of an existing Structure, but excludes demolition of a Structure if that demolition does not occur in conjunction with construction of a new replacement Structure;
- (h) "Exemption" means an exemption from taxation for Non-residential Property as provided for in Part 10, Division 2 of the Act, being property taxes imposed by the Town under Part 10, Division 2 of the Act and not any Provincial requisitions;
- (i) "Non-residential Property" means non-residential property as defined in the Act in respect of property;
- (j) "Qualifying Property" means the Non-residential Property that is legally described and identified in Schedule "B" to this Agreement, which is the subject of Development or Revitalization; and
- (k) "Tax Incentives Bylaw" means the Town of Rimbey Bylaw No. [Insert Number].

## **2. Term and Extent of Exemption**

2.1 Subject to the conditions set out within this Agreement, the Exemption established in section 2.3 of this Agreement, applies to the following taxation years:

- (a) [insert first taxation year];
- (b) [insert second taxation year]; and
- (c) [insert third taxation year].

2.2 The extent of the Exemption is as follows:

- (a) for the first taxation year identified in section 2.1(a) of this Agreement, the Qualifying Property shall receive a 100% Exemption;
- (b) for the second taxation year identified in section 2.1(b) of this Agreement, the

Qualifying Property shall receive an 80% Exemption;

- (c) for the third taxation year identified in section 2.1(c) of this Agreement, the Qualifying Property shall receive a 60% Exemption.

### **3. Conditions of Agreement**

3.1 The Developer must provide proof to the Town, satisfactory to the Town in its sole discretion, that the Qualifying Property has been approved for occupancy, no later than December 31<sup>st</sup> of the year immediately prior to the first taxation year specified in section 2.1(a) of this Agreement.

3.2 It is a condition of this Agreement in respect of every taxation year in which the Exemption Applies, as set out in section 2.1 of this Agreement, that the Developer and the Qualifying Property meet all of the following:

- (a) the Developer must be the Assessed Person for the Qualifying Property;
- (b) the Developer must have no outstanding monies owing to the Town;
- (c) the Qualifying Property must be located within the geographical boundaries of the Town;
- (d) the development of the Qualifying Property must qualify as Development or Revitalization;
- (e) the Development or Revitalization must be complete and the Qualifying Property inspected and approved for occupancy by December 31<sup>st</sup> of the year immediately prior to the first taxation year specified in section 2.1(a) of this Agreement;
- (f) all required Town development approvals with respect to the Development or Revitalization of the Qualifying Property must be issued;
- (g) The assessed value of the Qualifying Property, as set out in notices of assessment for the Qualifying Property, must have experienced an incremental increase of at least \$[insert minimum dollar threshold included in Section 4.2.3 of Tax Incentives Bylaw] between the taxation year immediately prior to the commencement of construction of the Development or Revitalization and the first taxation year identified in section 2.1(a) of this Agreement.

3.3 Failure to meet or a cessation of compliance with any of the conditions in sections 3.1 or 3.2 constitutes an act of default by the Developer.

3.4 In addition, the following constitute acts of default by the Developer and are applicable to every taxation year that the Exemption applies:

- (a) the Developer having misrepresented or omitted any information required on the application package submitted to the Town for purposes of applying for the Exemption;
- (b) the Developer becoming bankrupt within the meaning of the *Bankruptcy and*

*Insolvency Act*, RSC 1985, c B-3, as amended or repealed and replaced from time to time;

- (c) a receiver, interim receiver, receiver and manager, custodian or liquidator is appointed for the business, property, affairs or revenues of the Developer, which are not diligently challenged or contested by the Developer; or
- (d) any steps are taken or action or proceeding instituted by the Developer or by any other person, including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding up or liquidation of the Developer or the Developer's assets, which are not diligently challenged or contested by the Developer.

#### **4. Cancellation of Exemption and Agreement**

- 4.1 Administration acting reasonably, in good faith and in a bone-fide manner, may determine whether or not the Developer has committed an act of default under this Agreement. In the event Administration so determines that the Developer has committed an act of default under this Agreement, Administration shall make a recommendation to Council that the Agreement and the Exemption be cancelled with respect to one or more of the taxation years specified in section 2.1 of this Agreement.
- 4.2 Council may, by resolution, cancel the Agreement and the Exemption for the taxation year or years in which the criterion was not met or to which the condition applies.
- 4.3 A resolution passed by Council to cancel the Exemption must include reasons and identify the taxation year or years to which the cancellation applies.
- 4.4 Administration must provide written notice of a cancellation to the Developer which must include the resolution passed by Council.
- 4.5 In the event of a cancellation of the Exemption and this Agreement, any monies owed to the Town shall be immediately pay by the Developer. For the purposes of this paragraph, "immediately" means 30 days.
- 4.6 Upon cancellation of the Exemption and this Agreement, all benefits of the Developer under this Agreement shall cease.

#### **5. Indemnity**

- 5.1 The Developer shall indemnify and save harmless the Town, and all of its respective officials, officers, employees and authorized representatives, from and against any and all losses, costs (including, without restriction, all legal costs on a solicitor and his own client full indemnity basis), damages, actions, causes of action, suits, claims and demands resulting from anything done or omitted to be done by the Developer in pursuance or purported pursuance of this Agreement including, without restriction, any default by the Developer in the due and punctual performance of any of its representations, warranties, covenants and agreements contained within this Agreement.

**6. General**

- 6.1 The Developer acknowledges and understands that this Agreement does not constitute an approval for development of any kind including, but not limited to, a development permit.
- 6.2 The parties to this Agreement shall execute and deliver all further documents and assurances necessary to give effect to this Agreement and to discharge the respective obligations of the parties.
- 6.3 A waiver by either party hereto of the strict performance by the other of any covenant or provision of this Agreement shall not, of itself, constitute a waiver of any subsequent breach of such covenant or provision or any other covenant or provision of this Agreement.
- 6.4 Whenever under the provisions of this Agreement any notice, demand or request is required to be given by either party to the other, such notice, demand or request may be given by delivery by hand to, by courier, or by registered mail sent to, the respective addresses of the parties being:

TOWN OF RIMBEY  
 Box 350  
 Rimbey AB T0C 2J0

[insert name of party]  
 \_\_\_\_\_  
 \_\_\_\_\_

**Attention: Chief Administrative Officer** \_\_\_\_\_

provided, however, that such addresses may be changed upon ten (10) days' notice and provided, further, that if in the event that notice is to be served at a time when there is an actual or anticipated interruption of mail service affecting the delivery of such mail, the notice shall not be mailed but shall be delivered by courier, hand, email, or fax.

- 6.5 The Developer covenants and agrees that in addition to the provisions contained in the text of this Agreement, the Developer shall be bound by the additional provisions found in the Schedules of this Agreement as if the provisions of the Schedules were contained in the text of this Agreement. This Agreement shall not amend, vary, waive or in any way discharge the obligations of the Developer under any separate development agreement or permits respecting any development or the Lands.
- 6.6 Notwithstanding anything contained within this Agreement, the Developer acknowledges, understands and agrees that the Developer shall be fully responsible to the Town for the performance by the Developer of all the Developer's obligations as set forth in this Agreement. The Developer further acknowledges, understands and agrees that the Town shall not be obligated in any circumstances whatsoever to commence or prosecute any claim, demand, action or remedy whatsoever against any person with whom the Developer may contract for the performance of the Developer's obligations.
- 6.7 In the event that either party is rendered unable wholly, or in part, by force majeure to carry out its obligations under this Agreement, other than its obligations to make payments of money due hereunder, such party shall give written notice to the other party stating full particulars of such force majeure. The obligation of the party giving such notice shall

be suspended during the duration of the delay resulting from such force majeure.

The term "*force majeure*" shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the Queen's enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, inability with reasonable diligence to obtain materials and any other cause not within the control of the party claiming a suspension, which, by the exercise of due diligence, such party shall not have been able to avoid or overcome; provided however, the term "*force majeure*" does not include a lack of financial resources or available funds or similar financial predicament or economic circumstances or any other event, the occurrence or existence of which is due to the financial inability of a party to pay any amount that a prudent and financially sound entity in similar circumstances would reasonably be expected to pay to avoid or discontinue such event.

- 6.8 This Agreement shall not be assignable by the Developer without the express written approval of the Town. Such approval shall be subject to conditions contemplated within this Agreement and may be withheld by the Town in its discretion.
- 6.9 This Agreement shall enure to the benefit of, and shall remain binding upon (jointly and severally, where multiple parties comprising the Developer), the heirs, executors, administrators, attorney under a power of attorney, and other personal representatives of all individual parties and their respective estates, and shall enure to the benefit of, and shall remain binding upon, all successors and assigns (if and when assignment permitted herein) of all corporate parties.
- 6.10 The Agreement shall be governed by the laws of the Province of Alberta.
- 6.11 Time shall in all respects be of the essence in this Agreement.
- 6.12 If any provision hereof is contrary to law or is otherwise unenforceable such provision shall be severed and the remainder of this Agreement shall be of full force and effect.
- 6.13 Whenever the singular, plural, masculine, feminine or neuter is used throughout this Agreement, the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires.
- 6.14 This Agreement, together with the other documents contemplated herein, constitute the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, unless specifically excluded herein or therein and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein.

6.15 The Developer and the Town each hereby acknowledges that they are hereby executing this Agreement having been given the full opportunity to review the same and seek proper and independent legal advice and that each is executing this Agreement freely and voluntarily and of its own accord without any duress or coercion whatsoever and that each is fully aware of the terms, conditions and covenants contained herein and the legal effects thereof.

IN WITNESS WHEREOF, the parties hereto have affixed their corporate seals, duly attested by the hands of their respective proper officers in that behalf, as of the day and year first above written.

**TOWN OF RIMBEY**

Per: \_\_\_\_\_  
Mayor (c/s)

Per: \_\_\_\_\_  
Chief Administrative Officer

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
**[INSERT NAME OF DEVELOPER]**

**Schedule "A" – Council Resolution**

**[Insert Council Resolution]**

**Schedule "B" – Qualifying Property**

[Insert Legal Description of Property]

**AFFIDAVIT OF EXECUTION FOR WITNESS**

I, \_\_\_\_\_, of \_\_\_\_\_,  
in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I was personally present and did see \_\_\_\_\_ named in the within  
(or annexed) Instrument, who is personally known to me to be the person named therein, duly sign  
and execute the same for the purposes named therein.

2. The same was executed at \_\_\_\_\_, in the Province of  
Alberta, and that I am the subscribing witness thereto.

3. I know the said \_\_\_\_\_ and he/she is, in my belief, of the  
full age of eighteen years.

SWORN BEFORE ME at \_\_\_\_\_ )  
\_\_\_\_\_, in the Province of Alberta, )  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
A COMMISSIONER FOR OATHS IN AND FOR  
ALBERTA

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