Commercial Development Support Program

WHEREAS it is desirable to permit the phasing-in, over a period of up to 5 years, of an increase to the taxable assessed value of commercial properties located in the Municipality of the County of Cumberland Commercial Development Districts and further to provide a partial rebate of taxes paid by the owner during the phasing-in period;

AND WHEREAS Chapter 13 of the Acts of 2016 amended the Municipal Government Act (Chapter 18 of the Acts of 1998) to create Sections 71C and 71D, which allows the Municipality, with the approval of the Minister of Municipal Affairs, to pass this By-law;

NOW THERFORE the Council of the Municipality, under the authority of the Municipal Government Act, pursuant to Section 71C and subject to approval of the Minister in Section 71D, enacts the following By-law:

SHORT TITLE

1. This By-law shall be known and may be cited as the "Commercial Development Support By-law 26-14".

APPLICATION

2. This By-law shall apply to a property which meets the definition of an eligible property as defined in subsection 71C(1) of the *Municipal Government Act,* if that property is located within a **Commercial Development District (CDD)** as prescribed in the Municipality of the County of Cumberland *Municipal Planning Strategy* and as depicted per the By-law to Amend the MPS 24-10 (MPS), attached as Schedule A of this By-law.

DEVELOPMENT SUPPORT PROGRAM

3. The **Development Support Program** is established to provide assistance to owners of eligible property by providing the possibility of an annual partial rebate on taxes paid by the owner if the owner has undertaken development of their property in a CDD. The rebates are designed to stimulate building construction and the expansion of the economy of the Municipality.

4. The Development Support Program may provide a participating owner with a partial rebate on taxes paid on an eligible property by utilizing all or a portion of the "Rebate Eligible Assessment."

5. Prior to receiving a Rebate Eligible Assessment, an owner of an eligible property must enter into a Phased In Assessment Agreement with the Municipality.

DEVELOPMENT

6. An eligible property must undergo development before the owner of the property can participate in the Development Support Program.

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DEFINITIONS

7. **Development** means any new building, expansion of an existing building, or any renovations that requires a Building Permit and has a minimum project cost of $25,000.

8. **Rebate Eligible Assessment** means the amount calculated using the following formula:

   Rebate Eligible Assessment = Actual Taxable Assessed Value – Base Year Taxable Assessed Value

9. **Base Year Taxable Assessed Value** means the Taxable Assessed Value applicable for the fiscal year in which a Phased In Assessment Agreement is signed for the eligible property upon which development is to be constructed. The Base Year Taxable Assessed Value means the Taxable Assessed Value shall be fixed in this manner for the purpose of determining the Rebate Eligible Assessment for the development of the eligible property subject to any adjustment arising from assessment appeals or changes to the Taxable Assessed Value made by the Property Valuation Services Corporation (PVSC) through requests for reconsideration, and shall remain unchanged for the duration of the term of the Development Support Program for the eligible property.

10. **Actual Taxable Assessed Value** means the Taxable Assessed Value is established by the PVSC in the year following the completion of the Development. For rebate calculation purposes, this value shall remain fixed for the program term, subject to adjustments resulting from assessment appeals or corrections made by PVSC.

PHASED IN ASSESSMENT AGREEMENT

11. (1) As a condition of the Development Support Program, an owner of an eligible property must enter into a Phased In Assessment Agreement with the Municipality (hereinafter referred to as the **"Phased In Assessment Agreement").** The Phased In Assessment Agreement signed by the parties will be substantially the same as the form agreement attached as Schedule B to this By-law and forming part of the By-law.

    (2) A Phased In Assessment Agreement establishes the eligibility criteria for the Development Support Program and the limits on the program as established in this By-law. In the event of a conflict between a Phased In Assessment Agreement and the By-law, the provisions of this By-law shall prevail.

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REBATE CALCULATION

12. The annual Assessment Rebate shall be calculated by applying the applicable rebate percentage shown in the following table to the taxes calculated on the Rebate Eligible Assessment using the Municipality's Commercial General Rate for the taxation year for which the rebate is calculated. Area rates, special levies and other rates or charges shall be excluded from the calculation. The rebate shall be subject to the limits established in this By-Law.

Year	Rebate (as % of the rebate eligible taxes)	Maximum Annual Rebate Amount Paid ($)
1	90	$150,000
2	70	$150,000
3	50	$150,000
4	20	$150,000
5	10	$150,000

REBATE LIMITS

13. The total of Assessment Rebates provided over the term of participation in the program must not result in calculation of the total increase in taxes payable during the phase-in period being less than fifty percent of the total increase in taxes that would be payable during the same period in the absence of the application of the program formula.

14. The maximum annual rebate paid will be $150,000. Any assessment increase that calculates a rebate of over $150,000 will be limited to $150,000 annually.

ADJUSTMENTS

15. In the event there are any subsequent changes to the total taxes payable in any year due to reductions resulting from assessment appeals, and where such tax changes occur after rebate amounts have been paid, future year rebate entitlements may be reduced accordingly. Any overpayment of rebate amounts arising from subsequent assessment or tax reductions will be deemed to be a debt owing to the Municipality.

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DURATION

16. Assessment Rebates will only become payable to the owner after the eligible property is first reassessed by PVSC to fully reflect the development that the owner is receiving the rebate for.

17. All rebates will cease if during the program term the building is demolished, except to expand an eligible use. Rebate amounts that would have been payable in the year in which the demolition occurs will be adjusted on a pro-rated basis to reflect the date of the demolition.

STAGED DEVELOPMENT

18. In the case of a staged development, where one portion of a property is developed in advance of others, each portion of the property will be treated as a separate property. The first rebate payment of the component of the Development Support Program will be based on the Rebate Eligible Assessment arising from the increased assessment on the first portion of the development. As other portions of the property are developed, and which result in further assessment increases, the property owner may apply to further participate in the Development Support Program based on the additional Rebate Eligible Assessment, subject to the continued availability of the Development Support Program and the owner's ability to meet the eligibility requirements and rebate entitlements in place at that time.

CONDOMINIUMS

19. If a development of an eligible property is condominiumized, each condominium unit will be treated as a stand-alone development and must be able to meet all eligibility requirements of the Development Support Program, independent of other condominium units.

REPEAL

20. In the event that this by-law, or any portion thereof, is repealed, any owner who has been accepted to participate in the Development Support Program prior to the date of repeal will benefit from the program, as applicable, in accordance with this By-law, despite its whole or partial repeal.

OTHER CONDITIONS

21. An owner's application to the Development Support Program must be submitted to the Municipality prior to the issuance of a Building Permit for the Development of the property.

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22. All proposed development must conform to all Provincial laws, and by-laws, processes and policies of the Municipality, and all improvements must be made pursuant to an approved Building Permit and applicable zoning requirements and Development approvals. Eligible developments must include services for sewer/septic and water.

23. The applicant must be the owner of the eligible property or have the owner's written authorization to apply for the Development Support Program.

24. The owner of an eligible property must not be in arrears of property taxes or other fees and charges on the date that the Phased In Assessment Agreement is signed.

PAYMENT

25. Rebates may be provided once annually, in the last quarter of the fiscal year, provided that:

    a. There are no outstanding taxes, water rates, or other sums owed to the Municipality with respect to the property;

    b. There are no outstanding work orders or orders or requests to comply from any municipal or provincial entity; and

    c. All other eligibility criteria and conditions are met.

26. Assessment Rebates will not be applied as tax credits against property tax accounts.

27. In case of an assessment appeal, the Municipality reserves the right to withhold any furtherAssessment Rebates pending final disposition of the appeal.

28. This By-law shall come into force upon publication, following approval by the Minister of Municipal Affairs and Housing.

Clerk's Annotation for Official By-law Book

Date of First Reading: October 28, 2026

Date of Second Reading: _____

*Date of advertisement of Approval of By-law: _____

Date of mailing to Minister a certified copy of the By-law: _____

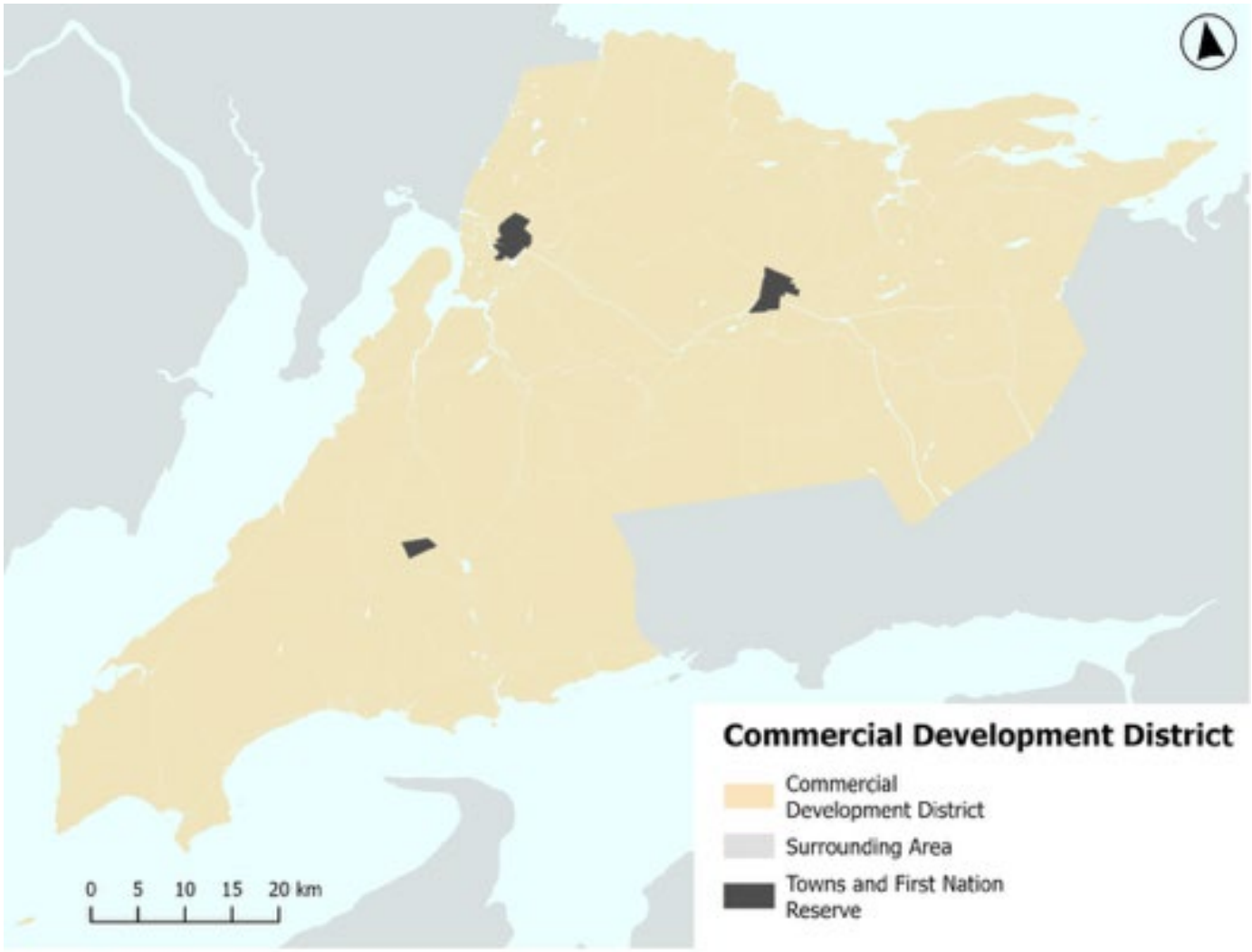
I hereby certify that this is a true copy of the By-law to Amend the Public Sewers By-law 26-14 approved by the Council of the Municipality of Cumberland on _____.

Municipal Clerk: Date:

*Effective date of By-law unless specified in the By-Law

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SCHEDULE "A"
Commercial District Zoning Map



Municipality of Cumberland By-law 24-10

By-law to Amend the Municipal Planning Strategy

1. This By-law is titled "By-law to Amend the Municipal Planning Strategy".

   Section 4.5 of the Municipal Planning Strategy is hereby amended to add subsection 4.5.8 Commercial Development Districts to the by-law.

   Section 8 of the Municipal Planning Strategy is hereby amended to add Schedule C: Commercial Development Districts to the by-law.

2. This By-law comes into force upon publication.

Clerk's Annotation for Official By-Law Book

Date of First Reading: July 24, 2024

Date of Second Reading: September 18, 2024

Date of mailing to Minister a certified copy of the By-Law: September 11, 2026

I hereby certify that this is a true copy of the By-law to Amend the Municipal Planning Strategy 24-10 approved by the Council of the Municipality of Cumberland on September 18, 2024.

Clerk: Date: September 11, 2026

*Effective date of By-Law unless specified in the By-Law

Attachment to By-law to Amend the Municipal Planning Strategy 24-10

1. Section 4.5 of the Municipal Planning Strategy is hereby amended to add subsection 4.5.8 Commercial Development Districts to the by-law.

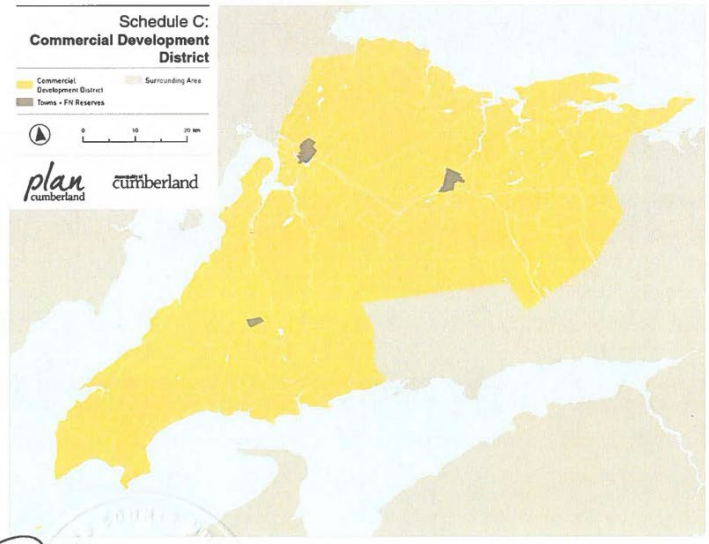
4.5.8 Commercial Development District

Cumberland faces challenging economic conditions. As a tool to reduce financial barriers to commercial development and growth, Council has chosen to implement the Commercial Assessment Phase-In program. To support the implementation of the Commercial Assessment Phase In program, the creation of the Commercial Development District is required.

Commercial Development Districts (CDD) represent areas of economic opportunity and growth for Cumberland County. Establishing CDDs enables the application and implementation of the Commercial Development Support program, as outlined in the Commercial Development Support Program Bylaw. Commercial Development Districts are not to be enterprise or industry specific.

Policy 4-40 Council shall, on Schedule C, Commercial Development District Map, designate land as commercial development districts, to support the implementation and administration of the Commercial Assessment Phase In program.

2. Section 8 of the Municipal Planning Strategy is hereby amended to add Schedule C: Commercial Development Districts to the by-law.



Signature: _____ Date: Oct 8, 2026

Peter McCracken, CAO / Municipal Clerk

SCHEDULE "B"

Municipality of Cumberland
Phased In Assessment Agreement

THIS AGREEMENT made as of the__day of_____, 20 _____

BETWEEN:

(the "**Applicant**")

- and –

The Municipality of the County of Cumberland

(the "**Municipality**")

WHEREAS the "Commercial Development Support By-law" (CDS By-law), a partial rebate program consisting of annual rebates to participating owners who undertake development on eligible property in a Commercial Development District;

AND WHEREAS the Applicant is the registered owner or the person having the owner's authorization, of an eligible property which is located within the Commercial Development District and has applied to the Municipality for participation in the Development Support Program for the Property described below in section 1 and in Schedule "A" of this Agreement (the "Property");

AND WHEREAS the Municipality requires that a Phased In Assessment Agreement be entered into between the Applicant and the Municipality;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises, covenants and agreements hereinafter contained on the part of the Applicant to be observed, fulfilled, and performed as hereinafter required and the approval of the Applicant's application for participation in the Development Support Program by the Municipality, subject to and in accordance with, the terms and conditions of this Agreement, the parties covenant and agree as follows:

1. PROPERTY

INFORMATION:

Applicant:

Name of registered Property Owner:

Address of Property:

Property Identification Number(s):

Mailing Address of Owner:

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Name of Agreement Recipient:

Mailing Address of Recipient:

The Legal Description of the Property as set out in Schedule "A" of this Agreement.

2. DEFINITIONS:

Save and except as may be otherwise defined in this Agreement, the definitions of terms used in this Agreement shall be the same as the definitions for those terms as set out in the Commercial Development Support (CDS) By-law, No.26-14, and Section 71C of the Municipal Government Act, C18 of the Acts of1998.

Please note: the terms Actual Taxable Assessed Value, Base Year Taxable Assessed Value, Development, Rebate Eligible Assessment are defined in the Commercial Development Support By-law.

The following terms shall have the meaning set out below:

2.1 **Agreement** means this Phased-In Assessment Agreement which is entered into between the parties pursuant to sections 71C and 71D of the *Municipal GovernmentAct,* and the Commercial Development Support By-law No. 26-14 enacted by the Council of the Municipality of the County of Cumberland and as amended from time to time.

2.2 **Applicant** means the owner of the property or a person having the owner's authorization to apply for the Development Support Program.

2.3 **CAO** means the Chief Administrative Officer of the Municipality. The CAO is the approving authority for purposes of this Agreement where authority is not required tocome from Council.

2.4 **Treasurer** means the Director of Finance of the Municipality.

2.5 **Development Support Program** means the program established by the Commercial Development Support By-law for a maximum period of 5 years.

2.6 **Assessment Rebate** means annual rebate amount calculated each fiscal year as set out in section 12 of the Commercial Development Support By-law

2.7 **Eligible Costs** means:

- Construction/retrofit/expansion costs as shown by the main Building Permit for the development;
- The cost of associated studies and surveys;

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- The cost of development of plans and specifications; and
- The cost of implementation and administration of the project including staff and professional service costs for architectural, engineering, legal, financial,and planning services.

Eligible costs do not include any costs or portion thereof covered by any form of financial assistance from a Provincial or Federal government or a board or agencyof such government.

2.8 **Eligible Use** means permitted commercial or industrial uses as set out in the Municipality's Municipal Planning Strategy and Land Use By-law.

2.9 **Owner** means the registered owner(s) of the Property at the date this Agreement is signed.

2.10 **Property** means the Property described in section 1 and Schedule "A" of this Agreement.

2.11 **Recipient** means the Applicant, authorized to receive an Assessment Rebate.

2.12 **Municipal Solicitor** means the lawyer appointed by the Municipality for the purpose of registering this Agreement in the Registry of Deeds or under the Land Registration System, whichever is applicable.

3. PARTICIPATION IN ASSESSMENT REBATES PROGRAM

3.1 The Applicant's participation in the Development Support Program is conditional on the Applicant ensuring that at all times the following conditions are met:

(a) The objectives and participation requirements of this Agreement and the Commercial Development Support By-law, attached as Schedule "C" to this Agreement, are met from year to year;

(b) All applicable Provincial and Municipal requirements, policies and procedures are met;

(c) The Applicant is in compliance with all of the terms and conditions of this Agreement and is in conformance with all Building Permits and other regulatory approvals pertaining to the Property; and

(d) The property has undergone development.

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ASSESSMENT REBATE FUNDING CALCULATION

3.2 An Assessment Rebate shall be calculated by the Treasurer by applying the applicable rebate percentage established in the Commercial Development Support By-law to the taxes calculated on the Rebate Eligible Assessment using the Municipality's Commercial General Rate for the taxation year for which the rebate is calculated. Area rates, special levies, and other rates or charges shall be excluded from the calculation. The rebate shall be subject to the limits established in the By-law and recorded in Schedule "E" of this agreement.

3.3 Prior to the commencement of the Development Support Program, the Treasurer shall determine the Base Year Taxable Assessed Value used to calculate the annual Rebate Eligible Tax Assessment and the corresponding annual Assessment Rebate payable to the Applicant. Following this determination, Schedule "E" will be amended annually to show the Actual Taxable Assessed Value, the Rebate Eligible Taxes, and the annual Assessment Rebate amount payable as determined by the Treasurer. The maximum annual Assessment Rebate amount will be one hundred fifty thousand dollars ($150,000). Any assessment increase that calculates a rebate amount over $150,000 shall be limited to $150,000 annually.

3.4 The Applicant shall have an opportunity to review the Treasurer's calculation of the Base Year Taxable Assessed Value prior to the finalization of Schedule "E"; however, the Treasurer's determination as to the calculation of the Base Year Taxable Assessed Value, and the amount of the Assessment Rebate, shall be final.

3.5 In calculating the annual Assessment Rebate payable for the development, the Rebate Eligible Assessment shall be calculated annually from the first year that the subject Assessment Rebate is payable.

3.6 The Assessment Rebate will be reduced by the Treasurer for the year in which an Assessment Rebate is paid, to reflect the amount of any rebate(s) of municipal taxes paid to the Owner, including but not limited to, rebates to reflect charitable status tax rebates related to the development. Any such reductions shall be in an amount reflecting the product of the municipal portion of taxes rebated and the Assessment Rebate percentage level applicable to that year.

3.7 The total of Assessment Rebates paid over a five (5) year maximum term of the program must not exceed fifty percent (50%) of the total increase in taxes that would be payable during the same period in the absence of the application of the formula.

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REBATE ELIGIBLE ASSESSMENT

3.8 The Base Year Taxable Assessed Value shall remain fixed for the duration of the Development Support Program, subject only to adjustments to that value arising from assessment appeals or changes made by PVSC through request for reconsideration, as provided in section 9 of the Commercial Development Support By-law.

3.9 The Rebate Eligible Assessment will be amended by the Treasurer, as necessary, to reflect changes to the total Municipal Property Taxes payable in any year, as a result of successful assessment appeals, requests for reconsideration, equity changes, gross errors or other changes to Actual Taxable Assessed Value that have the effect of changing the amount used to calculate the Actual Taxable Assessed Value.

3.10 Where the Rebate Eligible Assessment is amended in accordance with section 3.9, future Assessment Rebates shall be adjusted accordingly for the duration of the Development Support Program period. Such adjustments may reflect any overpayment of Assessment Rebate arising from successful assessment appeals that occur subsequent to the commencement of payment of Assessment Rebates.

3.11 If at any time the Owner appeals any assessment relating to the development that, in the opinion of the CAO, may impact the calculation of the Rebate Eligible Assessment, the Municipality shall withhold any or all of the Assessment Rebate that would otherwise be paid for the development, based on a reasonable estimate of the reduction in assessment being sought, pending final disposition of the appeal. If as a result of the decision of the appeal body, the Actual Taxable Assessed Value isreduced below the amount determined in calculating the Rebate Eligible Assessment, then the reduced Rebate Eligible Assessment shall be the basis for determining the Assessment Rebate payable under this Agreement.

3.12 Where section 3.10 and 3.11 apply, any overpayment of an Assessment Rebate arising from subsequent assessment or tax reductions will be deemed to be a debt owing to the Municipality, which the Owner shall pay forthwith, together with the same interest charged for overdue accounts by the Municipality.

3.13 If at any point after the development is complete, additional work is proposed on the Property that is not part of the original Program application, but may serve to further increase the current year tax assessed value, such additional work shall not be included in the calculation of the Assessment Rebate in this Agreement, but may be the subject of a further Development Support Program application, subject

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to the continued availability of the Development Support Program and the eligibility requirements and rebate entitlements in effect at that time.

4. FUNDING PAYMENT

4.1 Subject to Section 6 of this Agreement, Assessment Rebate payments to a maximum of five (5) annual payments will commence being paid the first taxation year in which the Rebate Eligible Assessment is capable of being determined.

4.2 Assessment Rebates cannot be applied as tax credits against the Property Tax Account.

5. CONDITIONS OF PAYMENT

5.1 The CAO shall determine whether the Applicant has satisfied the participation requirements of this Agreement and the Schedules attached hereto.

5.2 An Assessment Rebate will only become payable after the property is first reassessed by the PVSC to fully reflect the development for which the Applicantmight receive a rebate.

5.3 A rebate can only be paid once annually, in the last quarter of the fiscal year, provided that:

(a) There are no outstanding taxes, water rates or other sums owed to the Municipality with respect to the property;
(b) There are no outstanding work orders and/or orders or requests to comply fromany municipal or provincial entity; and
(c) All other required criteria and conditions are met.

6. OWNERS' OBLIGATIONS

Compliance with Rebate

Application

6.1 The Applicant shall undertake the development in accordance with the Development Support Program.

Compliance with Municipal Directives

6.2 The Applicant shall strictly comply with and observe all material requirements, stipulations, guidelines, and directives related to the Development Support Program as required by the Municipality and shall undertake all necessary courses of action to ensure compliance.

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6.3 The Applicant agrees that the development shall be completed in compliance with all required Building Permits and constructed in accordance with the Nova ScotiaBuilding Code Act and all applicable Land Use By-law requirements, Municipal requirements and other approvals required at law.

6.4 The Applicant shall notify the Municipality in writing when:

(a) construction of the approved development commences;

(b) the approved development is complete;

(c) the approved development becomes operational; and

(d) an Occupancy Permit is issued, where required.

Demolition/Conversion

6.5 The Applicant covenants to the Municipality that the development will not be demolished, in whole or in part or converted to an ineligible use, in whole or in part, prior to the advance of all of the payments over the term of this Agreement unless such demolition is required to enable property enhancement approved by the Municipality under the terms of this Agreement.

6.6 The Applicant shall ensure that the Property is maintained in its redeveloped condition in accordance with this Agreement.

6.7 The Applicant further covenants that if at any time during the Development Support Program the building which underwent development is demolished, except to expand an eligible use, all future Assessment Rebates shall cease. Rebate amounts that would have been payable in the year in which demolition occurs shall be adjusted on a pro-rated basis to reflect the date of demolition. If the building is converted to an ineligible use, in whole or in part, all future Assessment Rebates shall cease, and any rebate otherwise payable in the year of conversion shall be adjusted on a pro-rated basis to reflect the date of conversion.

Payment of Costs

6.8 The Applicant acknowledges that without limiting the generality of the other provisions of this Agreement:

a) The onus and responsibility is upon the Applicant at all times to assume all costs of development and to apply for and obtain, at the Applicant's expense, all approvals and permits required from the Municipality and all other agencies including but not limited to all Municipal Planning Strategy Amendments, Land Use By-law Amendments, minor variances, site plan approval and building permits in accordance with all applicable legislation; and

b) The Owner remains responsible at all times for the payment in full of

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all amounts in respect of property taxes, water and any other charges that may be levied by the Municipality relating to the Property as and when they fall due.

Building Permits

6.9 Applications for Development Support Program must be submitted to the Municipality prior to the issuance of the first Building Permit for the development.

7. ASSIGNMENT

7.1 The Applicant covenants to the Municipality that if the Owner intends to sell, transfer, or assign the Property or if for any reason the Property ceases to be registered in the Owner's name prior to the advance of all of the Assessment Rebate payments, the Applicant will immediately notify the CAO in writing of such change or proposed change of ownership.

7.2 The payment of Assessment Rebates shall cease upon the sale, transfer or assignment of the Property, unless, prior to the completion of such sale, transfer or assignment, the Owner and the new owner enter into an agreement with the Municipality, in a form and content satisfactory to the CAO and the Municipal Solicitor, in which it is agreed that either:

a) the new owner shall have the right to participate in the Development Support Program; or

b) the Applicant shall continue to receive the Assessment Rebates

Provided that:

c) the new owner shall assume the Applicant's obligations under this Agreement from and after the date of completion of such sale, transfer or assignment;

and

d) the new owner shall require that any subsequent owner(s) of the Property shall assume the Applicant's obligations under this Agreement.

7.3 The Applicant or Owner shall notify the CAO in writing of any proposed change in Recipient. Any change in Recipient shall require the CAO's written approval and shall comply with the terms of this Agreement. Where the proposed change arises from a sale, transfer, or assignment of the Property, the requirements of section 7.2 shall also apply.

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8. MUNICIPAL RIGHTS

No Representation

8.1 Nothing in this Agreement shall be construed to be a representation by the Municipality regarding compliance of the Property with any applicable legislation, regulations, policies, standards, permits, approvals, or By-laws.

No Claim for Compensation or Reimbursement

8.2 In the event that any of the conditions of this Agreement are not fulfilled and an Assessment Rebate is not advanced, or required to be repaid, or the Assessment Rebate payments cease, or are delayed, the Applicant or Owner agrees that notwithstanding any costs or expenses incurred by the Applicant or Owner, the Applicant or Owner shall not have any claim for compensation or reimbursement of these costs and expenses against the Municipality and that the Municipality is not liable to the Applicant or Owner for losses, damages, interest, or claims which the Applicant or Owner may bear as a result of the lapse of time (if any) where the Municipality is exercising its rights herein to either delay a payment pending the Applicant or Owner's compliance with this Agreement or to terminate this Agreement.

9. DEFAULT AND REMEDIES

9.1 Subject to section 9.3, on the occurrence of a Default under this Agreement, the Municipality shall be entitled to all available remedies to terminate or enforce this Agreement, including but not limited to:

a) immediate termination and cessation or delay of the release of an Assessment Rebate otherwise payable to the Applicant; and

b) requiring the Applicant or Owner to immediately repay to the Municipality all or a portion of any Assessment Rebates paid to the Applicant or Owner together with interest at the established Municipal rates.

9.2 A default under this Agreement ("**Default**") shall be deemed to occur upon the failure of the Applicant or Owner to perform any of the obligations of the Applicant or Owner contained in this Agreement or to comply with all of the terms and conditions contained in this Agreement, included but not limited to the following:

a) failure by the Applicant or Owner to satisfy the minimum requirements as set out in this Agreement and the Commercial Development Support By-law;

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b) failure by the Applicant or Owner in any material respect, to perform any of the obligations contained in this Agreement;

c) failure by the Applicant or Owner to pay and keep in good standing all real property taxes with respect to the Property and all other charges against the Property in favour of the Municipality, including but not limited to development charges,special assessments, local improvement charges, sewer and water and utility rates;

d) the making of an assignment by the Applicant or owner for the benefit of creditors, or if the Applicant or Owner assigns in bankruptcy or takes advantage of any statute for relief in bankruptcy, moratorium, settlement with creditors, or similar relief of bankrupt or insolvent debtors; receipt of a receiving order against the Applicant or Owner, or if the Applicant or Owner is adjudged bankrupt or insolvent, or if a liquidator or receiver is appointed by reason of any actual or alleged mortgage or other obligation, or if the Property or the interest of the Applicant or Owner in the Property is taken or sold by any creditors or under any writ of execution or other like process;

e) failure by the Applicant or Owner to remain in contact with the Municipality such that the Municipality is unable to contact the Applicant or Owner for a period of time exceeding one (1) year;

f) any representation or warranty made by the Applicant or Owner in this Agreement, or the Development Support Program, is incorrect in any material respect; or

g) willful defaults by the Applicant or Owner in the payment of moneys to any contractor, supplier or creditor, who has undertaken the works that are the subject of this Agreement.

9.3 If a Default occurs, the Municipality shall give written notice to the Applicant or Owner specifying the nature of the Default. The Applicant or Owner shall then have sixty (60) days, or such additional time as may be agreed to by the Municipality, acting reasonably, from the receipt of such notice of Default to rectify the Default, during which time all Assessment Rebate payments may, in the CAO's sole discretion, be suspended, provided that if the Default is such that it cannot with due diligence be wholly rectified within sixty (60) days, or such additional period of time as may be agreed to by the CAO, and the Applicant or Owner has commenced and continues diligently working to correct the Default, the Applicant or Owner shall not be deemed to be in Default of this Agreement so long as it proceeds with due diligence to rectifythe Default. If the Applicant or Owner fails to rectify the Default within the sixty (60) day time period or such additional time as may be agreed to by the CAO, and provided that the Applicant or Owner has not commenced and continued diligently working to correct the subject Default, the CAO shall

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have the option, in the CAO's sole discretion, to exercise the remedies under Subsection 9.1.

9.4 Wherever in this Agreement the Municipality requires repayment of all or part of anyAssessment Rebate and the Applicant or Owner fails to repay as required the unpaid amounts shall be deemed to be a debt owing to the Municipality and may be added to the tax roll for the property, together with interest at the Municipality's rate.

10. INDEMNITY

10.1 The Applicant or Owner shall indemnify, save, defend and keep harmless from time to time and at all times, the Municipality and its elected officials, officers, employees and agents from and against all claims, actions, causes of action, interest, demands, costs, charges, damages, expenses and loss made by any person arising directly orindirectly:

a) in respect of any failure by the Applicant or Owner to fulfill its obligations under this Agreement; and

b) in respect of any loss, damage or injury (including death resulting from injury) to any person or property, however caused, directly or indirectly resulting or sustained by reason of an act or omission of the Applicant or Owner or any person for whom the Applicant or Owner is in law responsible in connection with any of the purposes set out in this Agreement or the failure by the Applicant or Owner to fulfill its obligations under this Agreement;

This indemnification shall, in respect of any matter arising prior to the termination ofthis Agreement, remain in force following termination or expiry of this Agreement.

11. ADDITIONAL

PROVISIONS Term

11.1 This Agreement shall remain in effect from the date of its execution by the Municipality to the earlier of:

a) the Applicant informing the Municipality in writing prior to the first Assessment Rebate payment that it has decided not to accept any Assessment Rebates;

b) subject to the provisions of section 9 of this Agreement, the Municipality informing the Applicant or Owner in writing that due to the non-fulfillment of a required conditionor due to Default, this Agreement is at an end;

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c) the expiry of the Development Support Program period after 5 years; and

d) the Applicant informing the Municipality in writing at any point after receiving the first Assessment Rebate payment that it no longer wishes to receive Assessment Rebates.

Time of the Essence

11.2 Time shall be of the essence with respect to all covenants, agreements and matters contained in this Agreement.

Extension of Time

11.3 Where a time limit or deadline is provided for under this Agreement, the CAO, acting reasonably, may extend such time limit or deadline without an amendment to this Agreement.

Registration

11.4 Upon executing of this Agreement the Municipality, at the Owner's expense, shall register or cause this Agreement to be registered on title to the Property.

Schedules

11.5 The following Schedules are attached to and form part of this Agreement:

- Schedule "A" Legal Description of the Property
- Schedule "B" Example of Assessment Rebate Calculation
- Schedule "C" Commercial Development Support By-law
- Schedule "D" List of Development Plans & Drawings
- Schedule "E" Assessment Rebate Calculation

Survival of Covenants

11.6 Any terms or conditions of this Agreement that require performance by the Municipality or the Applicant or Owner after the expiration or other termination of this Agreement remain enforceable notwithstanding such expiration or other termination of this Agreement for any reason whatsoever.

Notice

11.7 Any notice required to be given by either party to the other shall be given in writing and delivered in person or by facsimile transmission to:

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a) **In the case of the Municipality to:**

Municipality of Cumberland,
Attention: Peter McCracken

b) in the case of the Applicant to:

c) in the case of the Owner to:

Notice shall be deemed to have been received on the day of personal delivery or facsimile transmission if such a day is a business day and delivery is made prior to 4:00 p.m. and otherwise on the next business day. The parties agree to notify each other immediately, in writing, of any changes of address from those set out above.

Entire Agreement

11.8 This Agreement and the Schedules attached to it constitute the entire Agreement between the parties and there are no agreements collateral to it other than as referred to herein and no representations or warranties, express or implied, written or verbal, statutory or otherwise, other than as expressly set forth or referred to in this Agreement.

Municipal Government Act

11.9 Nothing in this Agreement limits or fetters the Municipality in exercising its statutory jurisdiction under the *Municipal Government Act*, or under any other legislative authority or By-law and in the event that the Municipality decides to grant or deny any request or oppose or appeal any decision made pursuant to any such legislation,such action by the Municipality is not in any manner affected or limited by reason of the Municipality entering into this Agreement.

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Governing Law

11.10 This Agreement will be exclusively governed, construed and enforced in accordance with the laws of the Province of Nova Scotia and the Owner agrees to the jurisdiction of the Province of Nova Scotia.

Waiver and Consent

11.11 No consent or waiver, express or implied, by either party to or of any breach or Default by either party of any or all of its obligations under this Agreement or any amendment of this Agreement will:

a) be valid unless it is in writing and stated to be a consent or waiver pursuant to this Agreement;

b) be relied upon as a consent or waiver to or of any other breach or Default of the same or any other obligation;

c) constitute a general waiver under this Agreement; or

d) eliminate or modify the need for a specific consent or waiver pursuant to this section in any other instance.

Headings

11.12 The division of this Agreement into articles, sections, subsections and schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. These articles, sections, subsections and schedule headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and should not be considered part of this Agreement.

Extended Meanings

11.13 Words expressed in the singular include the plural and vice-versa and words in one gender include all genders.

Severability

11.14 If any provision of this Agreement is invalid, illegal, or unenforceable, it shall not affect the validity, legality or enforceability of any other provision of this Agreement.

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Further Assurances

11.15 The parties agree that they shall each execute, deliver or cause to be made, done, executed and delivered all such further acts, deeds, assurances and things as may be required or as the other party may reasonably request in order to give full effect to this Agreement.

Force Majeure

11.16 If either party is prevented or delayed from performing any of the obligations on its part to be performed hereunder by reason of an Act of God, strike, labour dispute, lockout, threat of imminent strike, fire, flood, interruption or delay in transportation, war, acts of terrorism, insurrection or mob violence, requirement or regulation of government, or statute, unavoidable casualties, shortage of labour, equipment or material, plant breakdown or failure of operation, equipment or any disabling cause (other than lack of funds) without regard to the foregoing enumeration, beyond the control of the parties which cannot be overcome by the means normally employed in performance, then and in every such event, any such prevention or delay shall not be deemed a breach of this Agreement but performance of any of the said obligations or requirements shall be suspended during such period of disability and the period of all such delays resulting from any such causes shall be excluded in computing the time within which anything required or permitted by either party to be done is to be done hereunder, it being understood and agreed that the time within which anything is done, or made pursuant thereto shall be extended by the total period of all such delays.

Successors and Assigns

11.17 The terms and provisions of this Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

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IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives effective this day of_____, 20____.

Municipality of the County of Cumberland	**PROPERTY OWNER**
_____	_____
Name and Title	Name
_____	_____
Signature	Signature
_____	_____
Date	Date

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SCHEDULE "A"

LEGAL DESCRIPTION OF OWNER'S LAND

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SCHEDULE "B"

EXAMPLE OF ASSESSMENT REBATE CALCULATION

A. Pre-Development Base Year Taxable Assessed Value:

	(1)
Base Year	Base Year Taxable Assessed Value
2027	$150,000

B. Post-Development Actual Taxable Assessment Value:

		(2)	(3)
Years	Rebate Year	Actual Taxable Assessed Value	Current Commercial Municipal General Tax Rate (excluding any area rates)
1	2027	$350,000*	2.74
2	2028	350,000	2.74
3	2029	350,000	2.74
4	2030	350,000	2.74
5	2031	350,000	2.74

*The PVSC assessment in the year following the completion of the development. This amount will NOTchange for purposes of the rebate calculation.

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C. **Assessment Rebates**:

(4) **(5)**=(2-1) **(6)**=(5x3/100) **(7)**=(6x4) **(8)**=(7/6)

Year	Rebate %	Rebate Eligible Assessment	Rebate Eligible Taxes	Rebate Amount $	Cumulative % Payable	Maximum Annual Rebate Amount $150,000
1	90	$200,000	$5,480	$4,932	90%	
2	70	$200,000	$5,480	$3,836	70%	
3	50	$200,000	$5,480	$2,740	50%	
4	20	$200,000	$5,480	$1,096	20%	
5	10	$200,000	$5,480	$548	10%	
		Totals (9) & (10):	$27,400	$13,152		
		Re-calculate:	50%			
		Total Allowable Rebate:	$13,700	$13,152		

- If the program ends at any point before the cumulative payout falls below 50%, the rebate needs to be adjusted down accordingly.
- The cumulative payable must be below 50% by the end of the phase-in period.
- The maximum annual rebate amount is $150,000. Any assessment increase that calculates a rebate amount over $150,000 will be limited to $150,000 annually.

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SCHEDULE "C"

Commercial Development Support BY-LAW – Municipality of Cumberland

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SCHEDULE "D"

LIST OF DEVELOPMENT PLANS & DRAWINGS

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SCHEDULE "E"

ASSESSMENT REBATE CALCULATIONS

Address: Property Identification No:

A. Pre-Development Base Year Taxable Assessed Value:

Base Year	(1) Base Year Taxable Assessed Value
	$

B. Post-Development Actual Taxable Assessment Value:

Years	Rebate Year	(2) Actual Taxable Assessed Value*	(3) Current Commercial Municipal General Tax Rate (excluding any area rates)
1		$	
2		$	
3		$	
4		$	
5		$	

*The PVSC assessment in the year following the completion of the development. This amount will not change for purposes of the rebate calculation.

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C. **Assessment Rebates**:

	(4)		**(5)**=(2-1)	**(6)**=(5x3/100)	**(7)**=(6x4)		**(8)**=(7/6)
Years	Rebate %	Rebate Eligible Assessment		Rebate Eligible Taxes	Rebate Amount $	Cumulative % Payable	Maximum Annual Rebate Amount $150,000
1	90	$		$	$		
2	70	$		$	$		
3	50	$		$	$		
4	20	$		$	$		
5	10	$		$	$		
			Totals (9) & (10):	$	$		
			Re-calculate:	50%	$		
			Total Allowable Rebate:	$	$		

- If the program ends at any point before the cumulative payout falls below 50%, the rebate needs to be adjusted down accordingly.
- The cumulative payable must be below 50% by the end of the phase-in period.
- The maximum annual rebate amount is $150,000. Any assessment increase that calculates a rebate amount over $150,000 will be limited to $150,000 annually.

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