



Bylaw No. 2025-2

Disclaimer:

This information has been provided solely for research convenience. Official bylaws are available from the Office of the City Clerk and must be consulted for purposes of interpretation and application of the law.

BYLAW NO. 2025-2

THE HOUSING INCENTIVE PROGRAM TAX EXEMPTION BYLAW, 2025

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

Purpose

- 1 The purpose of this Bylaw is to provide a Housing Incentive Tax Exemption to the owners of properties that qualify under the City of Regina's Housing Incentives Policy.

Authority

- 2 The authority for this Bylaw is subsection 262(4) of *The Cities Act*, section 21 of *The Education Property Tax Act* and sections 9 and 11 of *The Education Property Tax Regulations*.

Exemption

- 3 The property located at 3000 Trombley Street is exempt from taxation equal to 53.76 percent of the property taxes otherwise payable on the property, commencing January 1, 2025 and concluding December 31, 2029, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement and legally described as:

Block A
Plan 102289945

- 4 The property located at 2820 Narcisse Drive is exempt from taxation equal to 9.04 percent of the property taxes otherwise payable on the property, commencing January 1, 2025 and concluding December 31, 2029, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement and legally described as:

Block S
Plan 102136845

- 5 The exemption in section 3 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule "A".
- 6 The exemption in section 4 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule "B".
- 7 The exemptions in sections 3 and 4 shall apply to a subsequent owner of an exempt property if the new owner is eligible under the Housing Incentive Policy and complies with the terms of the applicable Tax Exemption Agreement.

Approved as to form this _____ day of _____, 20____.

City Solicitor

- 8 The City Clerk is authorized to sign and seal the Agreements referred to in sections 3 and 4 on behalf of the City of Regina.

Coming Into Force

- 9 This Bylaw comes into force on January 1, 2025.

READ A FIRST TIME THIS 29th DAY OF January 2025.

READ A SECOND TIME THIS 29th DAY OF January 2025.

READ A THIRD TIME AND PASSED THIS 29th DAY OF January 2025.

Mayor
Chad Bachynski

City Clerk
Jim Nicol (SEAL)

CERTIFIED A TRUE COPY

City Clerk

Schedule "A"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM – 2 OR MORE RENTAL UNITS
BELOW MARKET/AFFORDABLE RENTAL DEVELOPMENT
2021 Housing Incentives Policy
10321915 – 3000 TROMBLEY STREET, Regina, Saskatchewan**

Agreement dated _____, 20____
(City Clerk to put in date)

Between:

**CITY OF REGINA
(the "City")**

- and -

**AVANA FOUNDATION INC.
(the "Owner")**

The Parties agree as follows:

Definitions

1 **"Capital Contribution Agreement"** means the Capital Contribution Agreement under the City's Housing Incentive Policy that the Owner has entered into with the City in relation to the Property;

"City Assessor" means the City of Regina City Assessor or their designate;

"City Manager" means the City of Regina City Manager or their designate;

"Director" means the director of the department primarily responsible for administration of this policy, or their designate;

"education portion of the property taxes" means the property taxes levied by the City pursuant to *The Education Property Tax Act* for the benefit of the Board of Education of the Regina School Division No. 4 and the Board of Education of the Regina Roman Catholic Separate School Division No. 81 of Saskatchewan;

"Property" means the real property located at **3000 TROMBLEY STREET** and legally described as:

Plan: 102289945 Block: A

"Unit" means one of the dwelling units to be constructed on behalf of the Owner in the Property.

# BDRMS	UNIT #	Property (Civic) address
2 Bedroom	101	3000 Trombley Street
3 Bedroom	102	3000 Trombley Street
3 Bedroom	103	3000 Trombley Street
3 Bedroom	104	3000 Trombley Street
2 Bedroom	105	3000 Trombley Street
2 Bedroom	106	3000 Trombley Street
2 Bedroom	107	3000 Trombley Street
2 Bedroom	108	3000 Trombley Street
2 Bedroom	109	3000 Trombley Street
2 Bedroom	110	3000 Trombley Street
3 Bedroom	111	3000 Trombley Street
3 Bedroom	112	3000 Trombley Street
3 Bedroom	113	3000 Trombley Street
2 Bedroom	114	3000 Trombley Street
2 Bedroom	115	3000 Trombley Street
2 Bedroom	116	3000 Trombley Street
2 Bedroom	117	3000 Trombley Street
2 Bedroom	118	3000 Trombley Street
2 Bedroom	119	3000 Trombley Street
2 Bedroom	120	3000 Trombley Street
2 Bedroom	121	3000 Trombley Street
2 Bedroom	122	3000 Trombley Street
2 Bedroom	123	3000 Trombley Street
3 Bedroom	124	3000 Trombley Street
3 Bedroom	125	3000 Trombley Street
3 Bedroom	126	3000 Trombley Street
2 Bedroom	127	3000 Trombley Street
2 Bedroom	128	3000 Trombley Street
3 Bedroom	129	3000 Trombley Street
3 Bedroom	130	3000 Trombley Street
2 Bedroom	131	3000 Trombley Street
2 Bedroom	132	3000 Trombley Street
3 Bedroom	133	3000 Trombley Street
3 Bedroom	134	3000 Trombley Street
3 Bedroom	135	3000 Trombley Street
2 Bedroom	136	3000 Trombley Street
2 Bedroom	138	3000 Trombley Street
2 Bedroom	201	3000 Trombley Street
3 Bedroom	202	3000 Trombley Street
3 Bedroom	203	3000 Trombley Street
3 Bedroom	204	3000 Trombley Street
2 Bedroom	205	3000 Trombley Street
2 Bedroom	206	3000 Trombley Street

2 Bedroom	207	3000 Trombley Street
2 Bedroom	208	3000 Trombley Street
2 Bedroom	209	3000 Trombley Street
2 Bedroom	210	3000 Trombley Street
3 Bedroom	211	3000 Trombley Street
3 Bedroom	212	3000 Trombley Street
3 Bedroom	213	3000 Trombley Street
2 Bedroom	214	3000 Trombley Street
2 Bedroom	215	3000 Trombley Street
2 Bedroom	216	3000 Trombley Street
2 Bedroom	217	3000 Trombley Street
1 Bedroom	218	3000 Trombley Street
2 Bedroom	219	3000 Trombley Street
2 Bedroom	220	3000 Trombley Street
2 Bedroom	221	3000 Trombley Street
2 Bedroom	222	3000 Trombley Street
2 Bedroom	223	3000 Trombley Street
2 Bedroom	224	3000 Trombley Street
2 Bedroom	225	3000 Trombley Street
3 Bedroom	226	3000 Trombley Street
3 Bedroom	227	3000 Trombley Street
3 Bedroom	228	3000 Trombley Street
2 Bedroom	229	3000 Trombley Street
2 Bedroom	230	3000 Trombley Street
3 Bedroom	231	3000 Trombley Street
3 Bedroom	232	3000 Trombley Street
2 Bedroom	233	3000 Trombley Street
2 Bedroom	234	3000 Trombley Street
3 Bedroom	235	3000 Trombley Street
3 Bedroom	236	3000 Trombley Street
3 Bedroom	237	3000 Trombley Street
2 Bedroom	238	3000 Trombley Street
1 Bedroom	239	3000 Trombley Street

Tax Exemption

- 2(1) Pursuant to subsection 262(4) of *The Cities Act*, and subject to the terms of this Agreement, the City grants an exemption from taxation on the Property equal to 53.76% of the property taxes levied with respect to the Property, commencing January 1, 2025, and concluding on December 31, 2029, on the condition that the Owner obtain an occupancy permit for the Property within the timeframe indicated in the capital contribution agreement.
- (1.1) Notwithstanding subsection (1), where the education portion of the taxes is payable to the Government of Saskatchewan and the amount of the exemption of the education portion of the property taxes would be equal to \$25,000 or more, the exemption of the education portion of the property taxes is subject to the approval of the Government of Saskatchewan.

- (1.2) Notwithstanding subsection (1), where the education portion of the property taxes is payable to the Regina Roman Catholic Separate School Division No. 81, the exemption of the education portion of the property taxes is subject to the approval of the Regina Roman Catholic Separate School Division No. 81.
- (1.3) Where the Government of Saskatchewan or the Regina Roman Catholic Separate School Division No. 81 does not approve of the exemption of the education portion of the property taxes or reduces the amount of the proposed exemption, the City shall reduce the exemption of the education portion of the property taxes in accordance with the Government of Saskatchewan's decision or the Regina Roman Catholic Separate School Division's decision.
- (1.4) Where the exemption of the education portion of the property taxes is not approved or the exemption is reduced, the Owner will be required to pay the balance of the education portion of the property taxes, and the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise been granted to the Owner.
- (2) If the Owner fails to obtain an occupancy permit by the timeframe indicated in the capital contribution agreement, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2025 will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The City Manager will conclusively determine whether or not the Owner has adhered to the deadline for obtaining an occupancy permit as well as any of the other requirements set out in this Agreement.
- (4) The City Manager has the sole discretion and authority to allow extensions of the deadline outlined in this section if the Owner makes a written request for an extension addressed to the City Manager.
- (5) Where the City Manager allows for an extension, the extension and the terms of conditions of this extension must be set out in writing.
- (6) Where an extension of the deadlines had been allowed by the City Manager and the Owner has failed to comply with the deadline set out in the extension, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2025 and any subsequent years will become due and owing.

Terms and Conditions of Exemption

- 3(1) The exemption does not apply to portions of the Property used or intended to be used for non-residential purposes.
- (2) The exemption only applies where the Owner:
 - (a) has received a capital grant under the City's Affordable Housing Capital Contribution program for the Property;

- (b) has entered into a Capital Contribution Agreement with the City under that program; and
 - (c) is in compliance with the Capital Contribution Agreement.
- (3) The exemption shall apply only to new residential development that has two or more residential units where all the units are rented for 5 years or more:
 - (a) to individuals or families whose incomes are at or below the Maximum Income Threshold as described in the Capital Contribution Agreement entered into for the Property; and
 - (b) at rental rates that are at or below the Maximum Rental Rate as set out in the Capital Contribution Agreement for the Property.
- (4) The exemption provided for under this agreement is being provided on the basis that all the units in the Property will be available to be rented to any tenant that meets the income requirements in subsection (3).
- (5) The exemption provided for under this agreement is being provided on the basis that the Property is not a group care facility or personal care home.
- (5.1) If any of the Units in the Property are offered for short-term accommodation, as defined in the City's Housing Incentive Policy, the Property is not eligible for a tax exemption.
- (6) The exemption provided for under this agreement is being provided on the basis that all the units in the Property will be rented to individuals for no less than 10 years from the date of the commencement of the exemption.
- (7) By agreeing to maintain the property as rental for no less than 15 years, the parties acknowledge and agree that the property will not be eligible for condominium conversion for 15 years from the date of commencement of the exemption.
- (8) This section survives the termination or expiration of this agreement.
- 4 The exemption from taxation does not include special taxes, local improvement levies, utility charges, development fees or other such charges or fees properly imposed by the City or other taxing authority.
- 5 The scope of the tax exemption, including calculation of any percentage or proportion and the determination of any use or cost, shall be conclusively determined by the City Assessor.

Owners' Covenants

- 6 The Owner shall promptly:
 - (a) notify the City of the date of occupancy of the Property and of any occurrences which would discontinue or terminate the tax exemption;

- (b) provide the City Assessor with any information or documents requested by the City Assessor to complete and check the assessment of the Property; and
- (c) provide the City Manager with any information, documentation, or access to the Property requested by the City Manager to check the progress of construction for the purposes of this Agreement.

7 The Owner shall obtain an occupancy permit by the deadline set out in this agreement unless this deadline has been extended in accordance with this Agreement.

Continuation

8 The tax exemption will continue only for so long as the Owner complies with the terms of this Agreement.

Cessation or termination

9(1) The tax exemption will cease if:

- (a) the Owner becomes bankrupt or insolvent or is so adjudged;
- (b) the Owner makes a general assignment for the benefit of creditors;
- (c) the Property is no longer rented to individuals or families whose incomes are at or below the Maximum Income Threshold in accordance with the Capital Contribution Agreement entered into with respect to the Property;
- (d) the Property is no longer rented at rental rates that are at or below the Maximum Rental Rate in accordance with the Capital Contribution Agreement entered into with respect to the Property;
- (e) the Owner violates any provision of any Capital Contribution Agreement the Owner has entered into with the City in relation to the Property;
- (f) the improvements on the Property do not conform to all municipal and provincial laws governing the construction and use of the improvements, including any zoning bylaws and *The Uniform Building and Accessibility Standards Act*;
- (f.1) any Units in the Property are offered for short-term accommodation, as defined in the City's Housing Incentive Policy;
- (g) the Owner does not keep the taxes current on portions of the Property which are not exempt; or
- (h) the Owner violates any provision of the City's Housing Incentive Policy under which this exemption was approved.

(2) If the tax exemption ceases by reason of an event in subsection (1), the full amount of the taxes on the Property for the year in which the event occurred will become due and owing

as of the date of the termination, including any penalties incurred and the property will become fully taxable for any subsequent years.

- (3) The City Manager may terminate this Agreement by written notice to the Owner, if the Owner fails to meet any obligation under this Agreement or violates any provision under this Agreement.

Notices

- 10(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by prepaid registered mail, addressed:

To the City:

Director, Indigenous Relations & Community Development
2476 Victoria Avenue
PO Box 1790
Regina, Saskatchewan S4P 3C8

To the Owner:

AVANA FOUNDATION INC.
C/O BRENT SJOBERG
1735 E VICTORIA AVENUE
REGINA, SK S4P 3Z8

or to such alternate address as either Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to the subsection (1), it is deemed to be given on the third business day after the date of such mailing.
- (3) If postal service is interrupted or substantially delayed, any notice shall be hand-delivered.

Notification of Sale of Property

- 11(1) The Owner shall notify the City Manager in writing within 15 days prior to the transfer of the title in the event that the Property is sold.
- (2) This agreement is not assignable without prior written consent of the City, which will only be granted where the new owner meets the eligibility criteria outlined in the City's Housing Incentive Policy and the Capital Contribution Agreement entered into with respect to the Property.

Amendments

- 12(1) The Agreement may be amended by written agreement between the Parties.
- (2) For the purposes of subsection (1), the City Manager may authorize any amendments to the Agreement.

General

- 13 In the event that this Agreement or any part of it is found to be invalid or ultra vires of Council, then the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise been granted to the Owner.
- 14 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by any of the parties and the other parties may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.
- 15 This Agreement shall not become effective until adopted by bylaw of the Council of the City and fully executed by all parties to the Agreement.

IN WITNESS WHEREOF, each Party has executed the Agreement on the date indicated below.

City of Regina

Per: _____ {seal} Date: _____
City Clerk DD-MMM-YYYY

AVANA FOUNDATION INC.

Per: _____ {seal} Date: _____
Authorized Signing Officer DD-MMMM-YYYY

Per: _____ Date: _____
Authorized Signing Officer DD-MMMM-YYYY

* If the corporate seal of the corporation is not affixed, then each Authorized signing Officer must fill out and execute an Affidavit of Corporate Signing Authority in the form attached to this Agreement. If there is more than one Authorized Signing Officer who must execute this Agreement, then make copies of the attached form.

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CANADA
SASKATCHEWAN

I, _____ of Regina, Saskatchewan,
Print Full Name of Signing Authority

MAKE OATH/AFFIRM AS FOLLOWS:

1. I am a Director or Officer of _____ named in the Tax Exemption Agreement to which this Affidavit is attached.
2. I am authorized by _____ to execute the Tax Exemption Agreement without affixing the Corporate Seal of the Organization.

Sworn/Affirmed before me at _____,

on _____, 20____
Month Date

A Commissioner for Oaths in and for the
Province of Saskatchewan.
Being a lawyer —or—
My commission
expires:

Signature of Signing Authority

NOTE – City employees should not sign this document as the Commissioner for Oaths

Schedule "B"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM – 2 OR MORE RENTAL UNITS
BELOW MARKET/AFFORDABLE RENTAL DEVELOPMENT
2023 Housing Incentives Policy
10271265 – 2820 NARCISSE DRIVE, Regina, Saskatchewan**

Agreement dated _____, 20____
(City Clerk to put in date)

Between:

**CITY OF REGINA
(the "City")**

- and -

**AVANA HOLDINGS INC.
(the "Owner")**

The Parties agree as follows:

Definitions

1 **"Capital Contribution Agreement"** means the Capital Contribution Agreement under the City's Housing Incentive Policy that the Owner has entered into with the City in relation to the Property;

"City Assessor" means the City of Regina City Assessor or his or her designate;

"City Manager" means the City of Regina City Manager or their designate;

"Director" means the director of the department primarily responsible for administration of this policy, or their designate;

"education portion of the property taxes" means the property taxes levied by the City pursuant to *The Education Property Tax Act* for the benefit of the Board of Education of the Regina School Division No. 4 and the Board of Education of the Regina Roman Catholic Separate School Division No. 81 of Saskatchewan;

"On-Site Support Suite" means an On-Site Support Suite as defined in the City's Housing Incentives Policy;

"Property" means the real property located at **2820 NARCISSE DRIVE** and legally described as:

Plan: 102136845 Block: S

"Unit" means one of the dwelling units to be constructed on behalf of the Owner in the Property.

# BDRMS	UNIT #	Property (Civic) address
1	12	2820 Narcisse Drive
1	14	2820 Narcisse Drive
1	15	2820 Narcisse Drive
1	22	2820 Narcisse Drive
1	23	2820 Narcisse Drive
1	30	2820 Narcisse Drive
1	32	2820 Narcisse Drive
1	33	2820 Narcisse Drive
1	56	2820 Narcisse Drive
1	58	2820 Narcisse Drive
1	59	2820 Narcisse Drive
1	66	2820 Narcisse Drive
1	67	2820 Narcisse Drive
1	74	2820 Narcisse Drive
1	76	2820 Narcisse Drive
1	77	2820 Narcisse Drive

Tax Exemption

- 2(1) Pursuant to subsection 262(4) of *The Cities Act*, and subject to the terms of this Agreement, the City grants an exemption from taxation on the Property equal to 9.04% of the property taxes levied with respect to the Property, commencing January 1, 2025, and concluding on December 31, 2029, on the condition that the Owner obtain an occupancy permit within the timeframe indicated in the capital contribution agreement.
- (1.1) Notwithstanding subsection (1), where the education portion of the taxes is payable to the Government of Saskatchewan and the amount of the exemption of the education portion of the property taxes would be equal to \$25,000 or more, the exemption of the education portion of the property taxes is subject to the approval of the Government of Saskatchewan.
- (1.2) Notwithstanding subsection (1), where the education portion of the property taxes is payable to the Regina Roman Catholic Separate School Division No. 81, the exemption of the education portion of the property taxes is subject to the approval of the Regina Roman Catholic Separate School Division No. 81.
- (1.3) Where the Government of Saskatchewan or the Regina Roman Catholic Separate School Division No. 81 does not approve of the exemption of the education portion of the property taxes or reduces the amount of the proposed exemption, the City shall reduce the exemption of the education portion of the property taxes in accordance with the Government of Saskatchewan's decision or the Regina Roman Catholic Separate School Division's decision.
- (1.4) Where the exemption of the education portion of the property taxes is not approved or the exemption is reduced, the Owner will be required to pay the balance of the education

portion of the property taxes, and the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise been granted to the Owner.

- (2) If the Owner fails to obtain an occupancy permit within the timeframe indicated in the capital contribution agreement, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2025 will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The City Manager will conclusively determine whether or not the Owner has adhered to the deadline for obtaining an occupancy permit as well as any of the other requirements set out in this Agreement.
- (4) The City Manager has the sole discretion and authority to allow extensions of the deadline outlined in this section if the Owner makes a written request for an extension addressed to the City Manager.
- (5) Where the City Manager allows for an extension, the extension and the terms of conditions of this extension must be set out in writing.
- (6) Where an extension of the deadlines had been allowed by the City Manager and the Owner has failed to comply with the deadline set out in the extension, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2025 and any subsequent years will become due and owing.

Terms and Conditions of Exemption

- 3(1) The exemption does not apply to portions of the Property used or intended to be used for non-residential purposes.
- (2) The exemption only applies where the Owner:
 - (a) has received a capital grant under the City's Affordable Housing Capital Contribution program for the Property;
 - (b) has entered into a Capital Contribution Agreement with the City under that program; and
 - (c) is in compliance with the Capital Contribution Agreement.
- (3) The exemption shall apply only to new residential development that has two or more residential units where all the units will be maintained as an On-Side Support Suite or rental units for no less than 15 years from the date of Occupancy Permit:
 - (a) to individuals or families whose incomes are at or below the Maximum Income Threshold as described in the Capital Contribution Agreement entered into for the Property or to On-Site Support Suite Providers (where applicable), as provided for in the Capital Contribution Agreement entered into for the Property; and

- (b) at rental rates that are at or below the Maximum Rental Rate as set out in the Capital Contribution Agreement for the Property.
- (4) The exemption provided for under this agreement is being provided on the basis that all the units in the Property will be available to be rented to any tenant that meets the income requirements in subsection (3).
- (5) The exemption provided for under this agreement is being provided on the basis that the Property is not a group care facility or personal care home.
- (5.1) If any of the Units in the Property are offered for short-term accommodation, as defined in the City's Housing Incentive Policy, the Property is not eligible for a tax exemption.
- (6) The exemption provided for under this agreement is being provided on the basis that all the units in the Property, whether On-Site Support Suite or rental units, will be rented for no less than 15 years from the date of the commencement of the exemption.
- (7) By agreeing to maintain the property as rental for no less than 15 years, the parties acknowledge and agree that the property will not be eligible for condominium conversion for 15 years from the date of commencement of the exemption.
- (8) This section survives the termination or expiration of this agreement.
- 4 The exemption from taxation does not include special taxes, local improvement levies, utility charges, development fees or other such charges or fees properly imposed by the City or other taxing authority.
- 5 The scope of the tax exemption, including calculation of any percentage or proportion and the determination of any use or cost, shall be conclusively determined by the City Assessor.

Owners' Covenants

- 6 The Owner shall promptly:
 - (a) notify the City of the date of occupancy of the Property and of any occurrences which would discontinue or terminate the tax exemption;
 - (b) provide the City Assessor with any information or documents requested by the City Assessor to complete and check the assessment of the Property; and
 - (c) provide the City Manager with any information, documentation, or access to the Property requested by the City Manager to check the progress of construction for the purposes of this Agreement.
- 7 The Owner shall obtain an occupancy permit by the deadline set out in this agreement unless this deadline has been extended in accordance with this Agreement.

Continuation

- 8 The tax exemption will continue only for so long as the Owner complies with the terms of this Agreement.

Cessation or termination

- 9(1) The tax exemption will cease if:

- (a) the Owner becomes bankrupt or insolvent or is so adjudged;
 - (b) the Owner makes a general assignment for the benefit of creditors;
 - (c) the Property is no longer rented to individuals or families whose incomes are at or below the Maximum Income Threshold in accordance with the Capital Contribution Agreement entered into with respect to the Property;
 - (d) the Property is no longer rented at rental rates that are at or below the Maximum Rental Rate in accordance with the Capital Contribution Agreement entered into with respect to the Property;
 - (e) the Owner violates any provision of any Capital Contribution Agreement the Owner has entered into with the City in relation to the Property;
 - (f) the improvements on the Property do not conform to all municipal and provincial laws governing the construction and use of the improvements, including any zoning bylaws and *The Uniform Building and Accessibility Standards Act*;
 - (f.1) any Units in the Property are offered for short-term accommodation, as defined in the City's Housing Incentive Policy;
 - (f.2) the Owner is no longer using the On-Site Support Suite identified in the Capital Contribution Agreement that is applicable to this Property as an On-Site Support Suite or as an Affordable Rental Unit;
 - (g) the Owner does not keep the taxes current on portions of the Property which are not exempt; or
 - (h) the Owner violates any provision of the City's Housing Incentive Policy under which this exemption was approved.
- (2) If the tax exemption ceases by reason of an event in subsection (1), the full amount of the taxes on the Property for the year in which the event occurred will become due and owing as of the date of the termination, including any penalties incurred and the property will become fully taxable for any subsequent years.
- (3) The City Manager may terminate this Agreement by written notice to the Owner, if the Owner fails to meet any obligation under this Agreement or violates any provision under this Agreement.

Notices

- 10(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by prepaid registered mail, addressed:

To the City:

Director, Indigenous Relations & Community Development
2476 Victoria Avenue
PO Box 1790
Regina, Saskatchewan S4P 3C8

To the Owner:

AVANA HOLDINGS LTD.
C/O BRENT SJOBERG
1735 E VICTORIA AVENUE
REGINA SK S4N6P1

or to such alternate address as either Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to the subsection (1), it is deemed to be given on the third business day after the date of such mailing.
- (3) If postal service is interrupted or substantially delayed, any notice shall be hand-delivered.

Notification of Sale of Property

- 11(1) The Owner shall notify the City Manager in writing within 15 days prior to the transfer of the title in the event that the Property is sold.
- (2) This agreement is not assignable without prior written consent of the City, which will only be granted where the new owner meets the eligibility criteria outlined in the City's Housing Incentive Policy and the Capital Contribution Agreement entered into with respect to the Property.

Amendments

- 12(1) The Agreement may be amended by written agreement between the Parties.
- (2) For the purposes of subsection (1), the City Manager may authorize any amendments to the Agreement.

General

- 13 In the event that this Agreement or any part of it is found to be invalid or ultra vires of Council, then the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise been granted to the Owner.
- 14 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and shall constitute one and the same agreement. The counterparts of

this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by any of the parties and the other parties may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

- 15 This Agreement shall not become effective until adopted by bylaw of the Council of the City and fully executed by all parties to the Agreement.

IN WITNESS WHEREOF, each Party has executed this Agreement on the date indicated below.

City of Regina

Per: _____ {seal} Date: _____
City Clerk DD-MMM-YYYY

AVANA HOLDINGS INC.

Per: _____ {seal} Date: _____
Authorized Signing Officer DD-MMMM-YYYY

Per: _____ Date: _____
Authorized Signing Officer DD-MMMM-YYYY

* If the corporate seal of the corporation is not affixed, then each Authorized Signing Officer must fill out and execute an Affidavit of Corporate Signing Authority in the form attached to this Agreement. If there is more than one Authorized Signing Officer who must execute this Agreement, then make copies of the attached form.

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CANADA
SASKATCHEWAN

I, _____ of Regina, Saskatchewan,
Print Full Name of Signing Authority

MAKE OATH/AFFIRM AS FOLLOWS:

1. I am a Director or Officer of _____ named in the Tax Exemption Agreement to which this Affidavit is attached.
2. I am authorized by _____ to execute the Tax Exemption Agreement without affixing the Corporate Seal of the Corporation.

Sworn/Affirmed before me at _____,

on _____, 20____
Month Date

A Commissioner for Oaths in and for the
Province of Saskatchewan.

Being a lawyer —or—

My commission
expires:

Signature of Signing Authority

NOTE – City employees should not sign this document as the Commissioner for Oaths

ABSTRACT

BYLAW NO. 2025-2

THE HOUSING INCENTIVE PROGRAM TAX EXEMPTION BYLAW, 2025

PURPOSE:	To provide a Housing Incentive Tax Exemption to the owners of properties that qualify under the City of Regina's Housing Incentives Policy.
ABSTRACT:	The Bylaw provides a tax exemption for the years 2025 to 2029 for the properties located at 3000 Trombley Street and 2820 Narcisse Drive.
STATUTORY AUTHORITY:	Section 262(4) of <i>The Cities Act</i> , Section 21 of <i>The Education Property Tax Act</i> and Sections 9 and 11 of <i>The Education Property Tax Regulations</i>
MINISTER'S APPROVAL:	N/A
PUBLIC HEARING:	N/A
PUBLIC NOTICE:	N/A
REFERENCE:	Housing Incentives Tax Exemption Policy (CR09-122), (CR11-163), (CR13-110), (CR14-111), (CR15-125), (CR17-59), (CR20-11), (CM20-8), (CWC21-3), (RPC22-20), (CR22-107)
AMENDS/REPEALS:	N/A
CLASSIFICATION:	Administrative
INITIATING DIVISION:	Financial Strategy & Sustainability
INITIATING DEPARTMENT:	Assessment & Property Revenue Services