



Bylaw No. 2024-1

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. 2024-1

THE HOUSING INCENTIVE PROGRAM TAX EXEMPTION BYLAW, 2024

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 37 1033 Edgar Street is exempt from taxation equal to 100 percent of the property taxes otherwise payable on the property, commencing January 1, 2024 and concluding December 31, 2028, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement and legally described as:

Condominium Parcel 203262331
 Unit 69
 Condominium Plan 102228207, Extension 0

- 4 The following properties are exempt from taxation equal to 25 percent of the property taxes otherwise payable on each property, commencing January 1, 2024 and concluding December 31, 2028, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

- (a) the property located at 8079 Wascana Gardens Crescent and legally described as:

Surface Parcel 162086890
 Lot 36
 Block 46
 Plan 101911104, Extension 0

- (b) the property located at 2031 Wascana Street and legally described as:

Surface Parcel 111907683
 Lot 37
 Block 386
 Plan DV4420, Extension 109

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

City Solicitor

Surface Parcel 109618522
 Lot 38
 Block 386
 Plan DV4420, Extension 0

Surface Parcel 111907717
 Lot 49
 Block 386
 Plan 101141749, Extension 110

- 5 The property located at 7501 Mapleford Boulevard is exempt from taxation equal to 100 percent of the property taxes otherwise payable on the property, commencing January 1, 2024 and concluding December 31, 2028, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement and legally described as:

Surface Parcel 203963834
 Block 131
 Plan 102376504, Extension 1

- 6 The property located at 5400 Parliament Avenue is exempt from taxation equal to 11.45 percent of the property taxes otherwise payable on the property, commencing January 1, 2024 and concluding December 31, 2028, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement and legally described as:

Surface Parcel 203314889
 Block B
 Plan 102151796, Extension 3

- 7 The property located at 120 Broad Street is exempt from taxation equal to 100 percent of the property taxes otherwise payable on the property, commencing January 1, 2024 and concluding December 31, 2028, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement and legally described as:

Surface Parcel 107140294
 Lot B
 Block 40
 Plan 72R23442, Extension 0

- 8 The exemption in section 3 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule "A".
- 9 The exemptions in section 4 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule "B".

- 10 The exemption in section 5 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule “C”.
- 11 The exemption in section 6 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule “D”.
- 12 The exemption in section 7 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule "E”.
- 13 The exemptions in sections 3, 4, 5, 6 and 7 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.
- 14 The City Clerk is authorized to sign and seal the Agreements referred to in sections 3, 4, 5, 6 and 7 on behalf of the City of Regina.

Coming Into Force

15 This Bylaw comes into force on January 1, 2024.

READ A FIRST TIME THIS 31st DAY OF January 2024.

READ A SECOND TIME THIS 31st DAY OF January 2024.

READ A THIRD TIME AND PASSED THIS 31st DAY OF January 2024.

Mayor
Sandra Masters

City Clerk (SEAL)
Jim Nicol
CERTIFIED A TRUE COPY

City Clerk

Schedule "A"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM – SINGLE FAMILY DWELING
INCOME ELIGIBLE HOUSEHOLDS
2021 Housing Incentives Policy
10355155 – 37 1033 EDGAR STREET, Regina, Saskatchewan**

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

Between:

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

- and -

**AMAL ALI BASHIR & MOHAMED ABDULLAHI SAID
(the "Owner")**

The Parties agree as follows:

Definitions

1 **"City Assessor"** means the City of Regina City Assessor or his or her 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;

"Executive Director" means the City's Executive Director of Community Planning and Development or his/her designate.

"Property" means the real property located at **37 1033 EDGAR STREET** and legally described as:

Plan: 102228207 Unit: 69

Tax Exemption

2(1) Upon the Owner having met all of the qualifications as an eligible purchaser of a property which has received a grant under the City's Affordable Housing Capital Contribution program including that the Owner meets the income eligibility requirements set out in Appendix A of that Agreement and 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 100% of the property taxes levied with respect to the Property, commencing January 1, 2024, and concluding December 31, 2028, on the condition that the Owner obtain an occupancy permit for the Property by October 31, 2023.

- (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 October 31, 2023, 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 2024 will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director 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 Executive Director 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 Executive Director.
- (5) Where the Executive Director 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 Executive Director 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 2024 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 shall apply only to new Owner-occupied residential development constructed on the Property.
- (3) The exemption only applies where the Property is the Owner's only residence.
- (4) If the Property is offered for short-term accommodation, as defined in the City's Housing Incentive Policy, it is not eligible for a tax exemption.
- 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 Executive Director with any information, documentation, or access to the Property requested by the Executive Director 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 Owner no longer owns the Property;
 - (d) it becomes apparent that the Owner made a material misrepresentation as to his or her income eligibility as set out in the Affordable Housing Capital Contribution Agreement between the City and the vendor of the Property;

- (d.1) the Owner owns another property at the time of purchasing the Property or buys another property during the tax exemption period;
 - (e) the Property is no longer occupied exclusively by the Owner and his immediate family as a residential dwelling unit, unless such change has been expressly approved in writing by the Executive Director;
 - (e.1) the Property is rented at any point during the tax exemption period;
 - (e.2) the Property is offered for short-term accommodation;
 - (f) the improvements on the Property do not conform to all civic and provincial laws governing the construction and use of the improvements, including any zoning bylaws and *The Uniform Building and Accessibility Standards Act*; or
 - (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 Executive Director 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:

Executive Director, City Planning and Development
 2476 Victoria Avenue
 PO Box 1790
 Regina, Saskatchewan S4P 3C8

To the Owner:

AMAL ALI BASHIR & MOHAMED ABDULLAHI SAID
 37 1033 EDGAR STREET
 REGINA, SK S4N 3J5

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

- (2) If a notice is mailed pursuant to 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 will notify the Executive Director 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 transferrable to a subsequent Owner except where the Property is located in Program Area 1 as defined in the City's Housing Incentives Policy that applies to this Agreement.
- (3) Where the Property is located in Program Area 1, the City may assign this Agreement to a new Owner who satisfies the criteria established in the City's Housing Incentives Policy.

Amendments

- 12(1) The Agreement may be amended by written agreement between the Parties.
- (2) For the purposes of subsection (1), the Executive Director 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

{seal}

City Clerk

Witness

AMAL ALI BASHIR

Witness

MOHAMED ABDULLAHI SAID

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)

I, "Full Name of Witness", of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see **MOHAMED ABDULLAHI SAID** named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein;
- 2 The same was executed at Regina, Saskatchewan, on _____, 20__, (date) and that I am the subscribing witness thereto;
- 3 I know **MOHAMED ABDULLAHI SAID**, and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
Regina, Saskatchewan,)
on _____ 20__.)
)
)
)

Signature of Witness

A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan OR
Being a Solicitor.
My Commission expires _____

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

Schedule "B"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM
2023 Housing Incentive Policy
Secondary Suites and Laneway Dwelling Unit
Street Address, Regina, Saskatchewan**

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

Between:

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

- and -

"Full Name of Owner"
(the "Owner")

The Parties agree as follows:

Definitions

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

"Executive Director" means the City's Executive Director of City Planning and Community Development or his or her designate.

"Property" means the real property located at "Street Address" and legally described as:

"Insert Legal Description"

and includes any units established through a subsequent re-division of the Property;

"Unit" means the suite to be constructed on behalf of the Owner in the Property.

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 25% of the property taxes levied with respect to the Property, commencing January 1, 2024, and concluding December 31, 2028, on the condition that the Owner obtain a Final Occupancy Permit or Letter of Completion (in the case of a suite added to an existing dwelling) issued by the Building Branch for the Property by October 31, 2023.

- (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 the Final Occupancy Permit or Letter of Completion by October 31, 2023, 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 2024 will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director will conclusively determine whether or not the Owner has adhered to the deadline for obtaining a Final Occupancy Permit or Letter of Completion as well as any of the other requirements set out in this Agreement.
- (4) The Executive Director 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 Executive Director.
- (5) Where the Executive Director 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 Executive Director 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 2024 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 shall apply only to a Secondary Suite as defined in *Zoning Bylaw No. 2019-19* and the City's Housing Incentive Policy or a Laneway Dwelling Unit approved by Council.
- (2.1) The exemption shall only apply to units that are used as a residence with each unit having sleeping, cooking and toilet facilities.
- (2.2) A unit that is offered for short-term accommodation, as defined in the City's Housing Incentive Policy, is not eligible for a tax exemption.
- (3) The exemption provided for under this agreement is being provided on the basis that the unit will be rented to individuals for no less than 10 years from the date of the Occupancy Permit.
- (4) By agreeing to maintain the property as rental for no less than 10 years, the parties acknowledge and agree that the property will not be eligible for condominium conversion for 10 years from the date of the Occupancy Permit.
- (5) 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 Executive Director with any information, documentation, or access to the Property requested by the Executive Director to check the progress of construction for the purposes of this Agreement;
- 7 The Owner shall obtain a Final Occupancy Permit or Letter of Completion 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 unit in the Property is no longer rented;
 - (c.1) the unit in the Property is offered for short-term accommodation as defined in the City's Housing Incentive Policy;
 - (d) 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*;
 - (e) the Owner does not keep the taxes current on portions of the Property which are not exempt; or
 - (f) 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 termination, including any penalties incurred and the property will become fully taxable for any subsequent years.
- (3) The Executive Director 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:

Executive Director of City Planning and Development
 2476 Victoria Avenue
 PO Box 1790
 Regina, Saskatchewan S4P 3C8

To the Owner:

"Name of Owner"
"Address of Owner"

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 Executive Director 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.

Amendments

- 12(1) The Agreement may be amended by written agreement between the Parties.
- (2) For the purposes of subsection (1), the Executive Director 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 have 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

{seal}

 City Clerk

 Witness

 “Full name of Owner”

Schedule "C"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM – 2 OR MORE RENTAL UNITS
BELOW MARKET/AFFORDABLE RENTAL DEVELOPMENT
2021 Housing Incentives Policy
10358419 - 7501 MAPLEFORD BOULEVARD, Regina, Saskatchewan**

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

Between:

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

- and -

**NATIONAL AFFORDABLE HOUSING CORPORATION
(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;

"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;

"Executive Director" means the City's Executive Director of City Planning and Development or his/her designate.

"Property" means the real property located at **7501 MAPLEFORD BOULEVARD** and legally described as:

Plan: 102376504 Block: 131

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

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 100% of the property taxes levied with respect to the Property, commencing January 1, 2024, and concluding

December 31, 2028, on the condition that the Owner obtain an occupancy permit for the Property by October 31, 2023.

- (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 October 31, 2023, 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 2024 will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director 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 Executive Director 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 Executive Director.
- (5) Where the Executive Director 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 Executive Director 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 2024 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 15 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 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 will be rented to individuals 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 Executive Director with any information, documentation, or access to the Property requested by the Executive Director 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 income 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 Executive Director 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:

Executive Director, City Planning and Development
 2476 Victoria Avenue
 PO Box 1790
 Regina, Saskatchewan S4P 3C8

To the Owner:

NATIONAL AFFORDABLE HOUSING CORPORATION
 103-120 SONNENSCHNEIN WAY
 SASKATOON, SK S7M 0W2

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 Executive Director in writing within 15 days prior to the transfer of the title in the event that the Property is sold.

* 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 National Affordable Housing Corporation named in the Tax Exemption Agreement to which this Affidavit is attached.

2. I am authorized by National Affordable Housing Corporation 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

Schedule "D"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM – 2 OR MORE RENTAL UNITS
BELOW MARKET/AFFORDABLE RENTAL DEVELOPMENT
2021 Housing Incentives Policy
10295468 - 5400 PARLIAMENT AVENUE, 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;

"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;

"Executive Director" means the City's Executive Director of City Planning and Development or his or her designate.

"Property" means the real property located at **5400 PARLIAMENT AVENUE** and legally described as:

Plan: 102151796 Block: B

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

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 11.45% of the property

taxes levied with respect to the Property, commencing January 1, 2024, and concluding December 31, 2028, on the condition that the Owner obtain an occupancy permit for the Property by October 31, 2023.

- (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 October 31, 2023, 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 2024 will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director 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 Executive Director 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 Executive Director.
- (5) Where the Executive Director 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 Executive Director 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 2024 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 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 will be rented to individuals for no less than 5 years from the date of the commencement of the exemption.
- (7) By agreeing to maintain the property as rental for no less than 10 years, the parties acknowledge and agree that the property will not be eligible for condominium conversion for 10 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 Executive Director with any information, documentation, or access to the Property requested by the Executive Director 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 income 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 Executive Director 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:

Executive Director, City Planning and Development
 2476 Victoria Avenue
 PO Box 1790
 Regina, Saskatchewan S4P 3C8

To the Owner:

AVANA HOLDINGS INC.
 600-2103 11TH AVENUE
 REGINA, SK S4P3Z8

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 Executive Director in writing within 15 days prior to the transfer of the title in the event that the Property is sold.

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 Avana Holdings Inc. named in the Tax Exemption Agreement to which this Affidavit is attached.

2. I am authorized by Avana Holdings Inc. 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

Schedule "E"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM – 2 OR MORE RENTAL UNITS
BELOW MARKET/AFFORDABLE RENTAL DEVELOPMENT
2023 Housing Incentives Policy
10017434 - 120 BROAD STREET, Regina, Saskatchewan**

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

Between:

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

- and -

**SILVER SAGE HOLDINGS LTD.
(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;

"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;

"Executive Director" means the City's Executive Director of City Planning and Development or his or her designate.

"Property" means the real property located at **120 BROAD STREET** and legally described as:

Plan: 72R23442 Block: 40 Lot: B

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

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 100% of the property taxes levied with respect to the Property, commencing January 1, 2024, and concluding

December 31, 2028, on the condition that the Owner obtain an occupancy permit for the Property by October 31, 2023.

- (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 October 31, 2023, 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 2024 will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director 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 Executive Director 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 Executive Director.
- (5) Where the Executive Director 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 Executive Director 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 2024 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 10 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 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 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 Executive Director with any information, documentation, or access to the Property requested by the Executive Director 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 Executive Director 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:

Executive Director, City Planning and Development
 2476 Victoria Avenue
 PO Box 1790
 Regina, Saskatchewan S4P 3C8

To the Owner:

SILVER SAGE HOLDINGS LTD.
 4200 DEWDNEY AVENUE
 REGINA SK S4T1A7

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 Executive Director in writing within 15 days prior to the transfer of the title in the event that the Property is sold.

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 Silver Sage Holdings Ltd. named in the Tax Exemption Agreement to which this Affidavit is attached.

2. I am authorized by Silver Sage Holdings Ltd. 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. 2024-1

THE HOUSING INCENTIVE PROGRAM TAX EXEMPTION BYLAW, 2024

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 2024 to 2028 for the properties located at 37 1033 Edgar Street, 8079 Wascana Gardens Crescent, 2031 Wascana Street, 7501 Mapleford Boulevard, 5400 Parliament Avenue and 120 Broad Street.
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