



CITY COUNCIL

**Monday, February 23, 2015
5:30 PM**

Henry Baker Hall, Main Floor, City Hall



Office of the City Clerk

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**Agenda
City Council
Monday, February 23, 2015**

Open With Prayer

PRESENTATIONS

2015 Municipal Heritage Awards

CONFIRMATION OF AGENDA

MINUTES FROM THE MEETING HELD ON JANUARY 26, 2015

PUBLIC NOTICE BYLAWS AND RELATED REPORTS

CR15-14 Regina Planning Commission: Application for Zoning Bylaw Amendment (14-Z-20) - 2011 Van Egmond Place

Recommendation

1. That the application to rezone Lots 1C in Block 1, Plan No. 82R42545 located at 2011 Van Egmond Place from R6- Residential Multiple Housing Zone to PS- Public Service Zone, be APPROVED.
2. That the City Solicitor be directed to prepare the necessary bylaw to authorize the respective Zoning Bylaw amendment.

2015-15 Bylaw No. 2015-15, The Regina Zoning Amendment Bylaw, 2015 (No. 7)



Office of the City Clerk

BYLAWS AND RELATED REPORTS

CR15-15 Community and Protective Services Committee: Taxi Rates Changes for 2015

Recommendation

1. Effective March 24, 2015 taxicab rates be set at the following:
 - a. \$4.00 for the first 120 metres;
 - b. \$0.25 for each additional 138 metres;
 - c. \$0.25 for every 25 seconds while waiting under engagement, after the first 5 minutes;
 - d. \$1.72 per out of town kilometre; and,
 - e. \$36.00 for the hire of taxicabs by the hour.
2. That the amendments to Bylaw No. 9635, *The Taxi Bylaw, 1994*, as identified in this report, be approved.
3. That the City Solicitor be instructed to prepare the required amending bylaw based on the changes outlined in this report.

CR15-16 Regina Planning Commission: Demolition of Potential Heritage Property - 2119 Halifax Street – The Tremaine Residence

Recommendation

1. That *Bylaw of the City of Regina to Deny a Permit for the Alteration or Demolition of Properties that the Council of the City of Regina may wish to Designate as Municipal Heritage Properties No. 8912* be amended to remove the property listed as Item 7.12 (the Tremaine Residence located at 2119 Halifax Street) from Schedule A.
2. That the City Solicitor be instructed to prepare the required bylaw amendment.

2015-12 THE TAXI AMENDMENT BYLAW, 2015

2015-16 HERITAGE PROPERTIES AMENDMENT BYLAW, 2015

MAYOR'S REPORTS

MR15-1 Big Cities Summit - Toronto, February 5, 2015

Recommendation

That this report be received and filed.



COMMITTEE REPORTS

Executive Committee

CR15-17 2015 School Boards/City Council Liaison Committee – Elected Official Committee Appointments

Recommendation

1. That City Council approve the appointments of Mayor Michael Fougere, Councillor Mike O'Donnell and Councillor Barbara Young to the School Boards/City Council Liaison Committee for a term effective January 1, 2015 to December 31, 2015 unless otherwise noted.
2. That members appointed continue to hold office for the term indicated or until their successors are appointed.

INFORMATIONAL REPORTS

IR15-3 Municipal Heritage Advisory Committee: 2015 Municipal Heritage Awards - Awards Selection Working Group Report

Recommendation

That this report be received and filed.

MOTIONS

MN15-1 Councillor Mike O'Donnell: Change in Budget Timeframe

MN15-2 Council: Inquiry or Round Table into Missing and Murdered Indigenous Women

BYLAWS

2015-11 THE HOUSING INCENTIVE PROGRAM TAX EXEMPTION BYLAW, 2015

ENQUIRIES

EN15-2 Councillor Wade Murray: Charging Stations for Electric Vehicles

ADJOURNMENT

AT REGINA, SASKATCHEWAN, MONDAY, JANUARY 26, 2015

AT A MEETING OF CITY COUNCIL

AT 5:30 PM

These are considered a draft rendering of the official minutes. Official minutes can be obtained through the Office of the City Clerk once approved.

Present: Mayor Michael Fougere, in the Chair
Councillor Sharron Bryce
Councillor Bryon Burnett
Councillor John Findura
Councillor Shawn Fraser
Councillor Bob Hawkins
Councillor Terry Hincks
Councillor Wade Murray
Councillor Mike O'Donnell
Councillor Barbara Young

Regrets: Councillor Jerry Flegel

Also in Attendance: Chief Legislative Officer & City Clerk, Jim Nicol
Deputy City Clerk, Erna Hall
City Manager & CAO, Glen B. Davies
Executive Director, Legal & Risk, Byron Werry
Deputy City Manager & COO, Brent Sjoborg
Chief Financial Officer, Ed Archer
Executive Director, City Planning & Development, Diana Hawryluk
Executive Director, City Services, Kim Onrait
Executive Director, Human Resources, Pat Gartner
Executive Director, Transportation and Utilities, Karen Gasmo
Director, Communications, Chris Holden
Director, Fire & Protective Services, Ernie Polsom

The meeting opened with a prayer.

CONFIRMATION OF AGENDA

Councillor Sharron Bryce moved, seconded by Councillor Terry Hincks, that the agenda for this meeting be approved at the call of the Chair, that items CP15-6 – Petition – Celebration Lutheran church and CP15-7 – Petition – Faith Baptist Church be added to the agenda, and that the delegations listed on the agenda be heard when called forward by the Mayor.

The motion was put and declared CARRIED UNANIMOUSLY.

ADOPTION OF MINUTES

Councillor Barbara Young moved, seconded by Councillor Wade Murray AND IT WAS RESOLVED, that the minutes for the meeting held on January 12, 2015 be adopted, as circulated.

DELEGATIONS, PUBLIC NOTICE BYLAWS AND RELATED REPORTS

DE15-6 Reg Hinz – Viterra: Heritage Building Rehabilitation Program Application for Tax Exemption – Sherwood Department Store (portion of Viterra Office Complex) Portion of Lot 28, Block 372, Plan No. 98RA28311 2625 Victoria Avenue (2006 Albert Street)

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Reg Hinz, representing Viterra and Roger Mitchell, representing Mitchell Architect Limited addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR15-7, a report from the Finance and Administration Committee respecting the same subject.

CR15-7 Finance and Administration Committee: Heritage Building Rehabilitation Program Application for Tax Exemption – Sherwood Department Store (portion of Viterra Office Complex) Portion of Lot 28, Block 372, Plan No. 98RA28311 2625 Victoria Avenue (2006 Albert Street)

Recommendation

1. That a tax exemption for the property known as the Sherwood Department Store, located on a portion of the property known as Lot 28, Block 372, Plan No. 98RA28311, addressed at 2625 Victoria Avenue (2006 Albert Street) be approved in an amount equal to the lesser of:
 - a) 50 per cent of eligible costs for the work described in Appendix C; or
 - b) An amount equal to the total property taxes payable for 10 years.
2. That the provision of the property tax exemption be subject to the following conditions:
 - a) Eligibility for the property tax exemption includes the requirement that the property possesses and retains its formal designation as a Municipal Heritage Property in accordance with *The Heritage Property Act*.
 - b) The property owner shall submit detailed written documentation of payments made for the actual costs incurred (i.e. itemized invoices and receipts) in the completion of the identified conservation work as described

in Appendix C. In the event the actual costs exceed the corresponding estimates by more than 10% the property owner shall provide full particulars as to the reason(s) for any cost overrun. It is understood that the City may decline to approve any cost overrun, or portion thereof, if considered not to be reasonably or necessarily incurred for eligible work.

- c) For an exemption in 2015, work that is completed and submitted to the Development Services Department by February 27, 2015 would be eligible for the exemption in 2015 limited to 50% of the approved costs. In subsequent years the work that is completed and submitted by December 31 each year would be eligible for an exemption the following year for up to 50% of the cost of approved work.
- 3. That the City Solicitor be instructed to prepare the necessary agreement and authorizing bylaw for the property tax exemption as detailed in this report.
- 4. That the Executive Director of City Planning & Development or designate be authorized to approve the Heritage Alteration Permit for the conservation work to be done on the character defining elements of the façade of the building in accordance with the Conservation Plan (Appendix C to this report).

Councillor Wade Murray moved, seconded by Councillor Bob Hawkins, AND IT WAS RESOLVED, that the recommendations of the Finance and Administration Committee contained in the report be concurred in.

CR15-8 Regina Planning Commission: Application for Zoning Bylaw Amendment and Lane Closure (14-Z-18/14-CI-07) Portion of Lane Behind Langley Street – Hillsdale Subdivision

Recommendation

- 1. That the application to amend *Regina Zoning Bylaw No. 9250* as follows be APPROVED:
 - a) That proposed Lot A comprised of a portion of the Lane located behind Langley Street as shown on the Plan of Proposed Subdivision, be rezoned in entirety from R1 – Residential Single Detached and R6 – Residential Multiple Housing to PS – Public Service;
- 2. That the application for the closure of the portion of the lane described as “all that portion of lane, as shaded shown on the Plan of Proposed Subdivision signed by S.L. Colvin, Saskatchewan Land Surveyor and dated August 13, 2014” be APPROVED;

3. That the City Solicitor be directed to prepare the necessary bylaw to authorize the respective Zoning Bylaw amendment.

Councillor Mike O'Donnell moved, seconded by Councillor Barbara Young that the recommendations of the Regina Planning Commission contained in the report be concurred in.

Councillor Mike O'Donnell moved, in amendment, seconded by Councillor Terry Hincks, AND IT WAS RESOLVED, that recommendation #2 read as follows:

2. That the application for the closure of the portion of the lane described as "all that portion of lane, as shaded shown on the Plan of Proposed Subdivision signed by S.L. Colvin, Saskatchewan Land Surveyor and dated August 22, 2014" be APPROVED.

The main motion, as amended, was put and declared CARRIED

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| 2015-8 | THE REGINA ZONING AMENDMENT BYLAW, 2015 (No. 6) |
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| 2015-9 | A BYLAW TO PROVIDE FOR THE CLOSURE OF A PORTION OF LANE BEHIND LANGLEY STREET |
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Councillor John Findura moved, seconded by Councillor Bob Hawkins, AND IT WAS RESOLVED, that Bylaws No. 2015-8 and 2015-9 be introduced and read a first time. Bylaws were read a first time.

No letters of objection were received pursuant to the advertising with respect to Bylaws No. 2015-8 and 2015-9.

The Clerk called for anyone present who wished to address City Council respecting Bylaws No. 2015-8 and 2015-9 to indicate their desire.

No one indicated a desire to address Council.

Councillor John Findura moved, seconded by Councillor Terry Hincks, AND IT WAS RESOLVED, that Bylaws No. 2015-8 and 2015-9 be read a second time. Bylaws were read a second time.

Councillor John Findura moved, seconded by Councillor Barbara Young that City Council hereby consent to Bylaws No. 2015-8 and 2015-9 going to third reading at this meeting.

The motion was put and declared CARRIED UNANIMOUSLY.

Councillor John Findura moved, seconded by Councillor Bryon Burnett, AND IT WAS RESOLVED, that Bylaws No. 2015-8 and 2015-9 be read a third time. Bylaws were read a third time.

2015-10 THE PRESERVATION OF HERITAGE PROPERTIES TAX EXEMPTION
FOR THE SHERWOOD DEPARTMENT STORE LOCATED AT 2625
VICTORIA AVENUE BYLAW, 2015

Councillor John Findura moved, seconded by Councillor Sharron Bryce, AND IT WAS RESOLVED, that Bylaw No. 2015-10 be introduced and read a first time. Bylaw was read a first time.

Councillor John Findura moved, seconded by Councillor Wade Murray, AND IT WAS RESOLVED, that Bylaw No. 2015-10 be read a second time. Bylaw was read a second time.

Councillor John Findura moved, seconded by Councillor Mike O'Donnell that City Council hereby consent to Bylaw No. 2015-10 going to third reading at this meeting.

The motion was put and declared CARRIED UNANIMOUSLY.

Councillor John Findura moved, seconded by Councillor Shawn Fraser, AND IT WAS RESOLVED, that Bylaw No. 2015-10 be read a third time. Bylaw was read a third time.

DELEGATIONS AND RELATED REPORTS

DE15-7 Sandy Doran - Warehouse Business Improvement District: Regina
Revitalization Initiative (RRI) Railyard Renewal Project (RRP), Land
Disposition and Development Strategy

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Sandy Doran, representing the Warehouse Improvement District addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR15-9, a report from the Executive Committee respecting the same subject.

CR15-9 Executive Committee: Regina Revitalization Initiative (RRI) Railyard
Renewal Project (RRP), Land Disposition and Development Strategy

Recommendation

1. That Administration develop a land development and disposition plan for the Railyard Renewal Project consistent with *Approach #4 – Public Investment Development*, as described in this report.
2. That the Deputy City Manager & Chief Operating Officer, or designate, be authorized to negotiate and approve the terms of agreements relating to contract planning services, urban design services, and business consulting services as may be required to proceed with *Approach #4 – Public Investment Development (the “Agreements”)*.

3. That future reports seeking approval of the final urban planning, land use and financial plans be brought to Council for its approval.
4. That the City Clerk be authorized to execute the Agreements after review and approval by the City Solicitor.

Councillor John Findura moved, seconded by Councillor Wade Murray that the recommendations of the Executive Committee contained in the report be concurred in.

Mayor Michael Fougere stepped down to enter debate.

Councillor John Findura assumed the chair.

Mayor Michael Fougere returned to the chair prior to the vote.

The motion was put and declared CARRIED.

DE15-8 Mary Sylvia Nelson: Application for Discretionary Use (14-DU-23) -
Proposed Adult Entertainment Establishment – 1047 Park Street

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Mary Sylvia Nelson, representing herself addressed Council. No questions were asked of the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR15-10, a report from the Regina Planning Commission respecting the same subject.

DE15-9 Crystal Giesbrecht: Application for Discretionary Use (14-DU-23) -
Proposed Adult Entertainment Establishment – 1047 Park Street

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Crystal Giesbrecht, representing the Provincial Association of Transition Houses and Services of Saskatchewan addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR15-10, a report from the Regina Planning Commission respecting the same subject.

DE15-10 Pastor Rick Parkyn – Regina Apostolic Church: Application for
Discretionary Use (14-DU-23) - Proposed Adult Entertainment
Establishment – 1047 Park Street

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Pastor Rick Parkyn, representing Regina Apostolic Church addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR15-10, a report from the Regina Planning Commission respecting the same subject.

DE15-11 Emmanuel Sanchez – Harvest City Christian Academy: Application for Discretionary Use (14-DU-23) - Proposed Adult Entertainment Establishment – 1047 Park Street

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Emmanuel Sanchez, representing Harvest City Christian Academy addressed Council and answered a number of questions. The delegation presented Council with a petition.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR15-10, a report from the Regina Planning Commission respecting the same subject.

DE15-12 Linda Smith: Application for Discretionary Use (14-DU-23) - Proposed Adult Entertainment Establishment – 1047 Park Street

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Linda Smith, representing herself addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR15-10, a report from the Regina Planning Commission respecting the same subject.

DE15-13 Kelly Thompson – Morning Star Ministries: Application for Discretionary Use (14-DU-23) - Proposed Adult Entertainment Establishment – 1047 Park Street

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Kelly Thompson representing herself and Morning Star Ministries addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR15-10, a report from the Regina Planning Commission respecting the same subject.

DE15-14 Harry Rohde: Application for Discretionary Use (14-DU-23) - Proposed Adult Entertainment Establishment – 1047 Park Street

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Harry Rohde, representing himself and neighboring property owners addressed Council and answered a number of questions. The delegation presented Council with a petition.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR15-10, a report from the Regina Planning Commission respecting the same subject.

DE15-15 Richard Lepp: Application for Discretionary Use (14-DU-23) - Proposed Adult Entertainment Establishment – 1047 Park Street

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Richard Lepp representing himself addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR15-10, a report from the Regina Planning Commission respecting the same subject.

DE15-16 Charles Kooger – Regina Evangelical Ministerial Association & Regina Council of Churches: Application for Discretionary Use (14-DU-23) - Proposed Adult Entertainment Establishment – 1047 Park Street

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Charles Kooger, representing the Regina Evangelical Ministerial Association and Regina Council of Churches addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR15-10, a report from the Regina Planning Commission respecting the same subject.

DE15-17 Mark and Peggy Gibson: Application for Discretionary Use (14-DU-23) - Proposed Adult Entertainment Establishment – 1047 Park Street

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Mark and Peggy Gibson, representing themselves addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR15-10, a report from the Regina Planning Commission respecting the same subject.

DE15-18 David Lee: Application for Discretionary Use (14-DU-23) - Proposed Adult Entertainment Establishment – 1047 Park Street

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. David Lee, representing himself addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR15-10, a report from the Regina Planning Commission respecting the same subject.

DE15-19 Graham Beke – International Student Assistance Association of Regina & Regina Apostolic Church Application for Discretionary Use (14-DU-23) - Proposed Adult Entertainment Establishment – 1047 Park Street

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Graham Beke, representing International Student Assistance Association of Regina and Regina Apostolic Church addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR15-10, a report from the Regina Planning Commission respecting the same subject.

DE15-20 Jessamy Unger Application for Discretionary Use (14-DU-23) - Proposed Adult Entertainment Establishment – 1047 Park Street

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Jessamy Unger, representing herself addressed Council. There were no questions for the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR15-10, a report from the Regina Planning Commission respecting the same subject.

DE15-21 Greg Malcho: Application for Discretionary Use (14-DU-23) - Proposed Adult Entertainment Establishment – 1047 Park Street

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Greg Malcho, representing himself addressed Council. There were no questions for the delegation.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR15-10, a report from the Regina Planning Commission respecting the same subject.

DE15-22 Ashleigh Chorney: Application for Discretionary Use (14-DU-23) - Proposed Adult Entertainment Establishment – 1047 Park Street

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Ashleigh Chorney, representing herself addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR15-10, a report from the Regina Planning Commission respecting the same subject.

DE15-23 Brian Nestman – Queen City Kinsmen Gymnastics Club: Application for Discretionary Use (14-DU-23) - Proposed Adult Entertainment Establishment – 1047 Park Street

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Brian Nestman, representing Queen City Kinsmen Gymnastics Club addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR15-10, a report from the Regina Planning Commission respecting the same subject.

DE15-24 Arlene Stinson and Bruce Ellergodt – Freedom Catalyst Regina: Application for Discretionary Use (14-DU-23) - Proposed Adult Entertainment Establishment – 1047 Park Street

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Arlene Stinson and Bruce Ellergodt, representing Freedom Catalyst Regina addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR15-10, a report from the Regina Planning Commission respecting the same subject.

DE15-25 Alexander Coleman: Application for Discretionary Use (14-DU-23) - Proposed Adult Entertainment Establishment – 1047 Park Street

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Alexander Coleman, representing himself addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR15-10, a report from the Regina Planning Commission respecting the same subject.

DE15-26 Mackenzie Tippe: Application for Discretionary Use (14-DU-23) - Proposed Adult Entertainment Establishment – 1047 Park Street

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Mackenzie Tippe, representing herself addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR15-10, a report from the Regina Planning Commission respecting the same subject.

DE15-27 Bryon Gottfredsen: Application for Discretionary Use (14-DU-23) -
Proposed Adult Entertainment Establishment – 1047 Park Street

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Bryon Gottfredsen, applicant for the proposed adult entertainment establishment addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's Procedure Bylaw No. 9004, this brief was tabled until after consideration of CR15-10, a report from the Regina Planning Commission respecting the same subject.

CP15-5 Petition - Denial of Proposed Strip Club

CP15-6 Petition – Celebration Lutheran Church - Denial of Proposed Strip Club

CP15-7 Petition – Faith Baptist Church - Denial of Proposed Strip Club

Councillor Sharron Bryce moved, seconded by Councillor Wade Murray, AND IT WAS RESOLVED, that items CP15-5, CP15-6 and CP15-7 be received and filed.

RECESS

Councillor Mike O'Donnell moved, seconded by Councillor Wade Murray, AND IT WAS RESOLVED, that the meeting recess for ten minutes.

The meeting recessed at 8:15 p.m.

The meeting reconvened at 8:27 p.m.

CR15-10 Regina Planning Commission: Application for Discretionary Use (14-DU-23) - Proposed Adult Entertainment Establishment – 1047 Park Street

Recommendation

That the discretionary use application for a proposed Adult Entertainment Establishment located at 1047 Park Street, being Block E, Plan No. 73R47512 Ext. 0, Ross Industrial Subdivision, be APPROVED, and that a Development Permit be issued subject to the following conditions:

- a) The development shall be consistent with the plans attached to this report as Appendix A-3.1 to A-3.2 inclusive, prepared by S.G.R. and dated May 11, 2011;
- b) A formal agreement providing for the shared use of parking on the subject property shall be executed between the City and the owner of the subject property lot that establish perpetual on-site shared parking arrangements on site, which shall be registered on title; and
- c) The development shall comply with all applicable standards and regulations in *Regina Zoning Bylaw No. 9250*.

Councillor Mike O'Donnell moved, seconded by Councillor Terry Hincks that the recommendations of the Regina Planning Commission contained in the report be concurred in.

Mayor Michael Fougere stepped down to enter debate.

Councillor John Findura assumed the chair.

Mayor Michael Fougere returned to the chair prior to the vote.

Councillor Mike O'Donnell withdrew his motion to concur in this report.

Councillor O'Donnell moved, seconded by Councillor Barbara Young, AND IT WAS RESOLVED, that Council denied the discretionary use application for a proposed Adult Entertainment Establishment located at 1047 Park Street (Block E, Plan No. 73R47512 Ext. O, Ross Industrial Subdivision) citing the following concerns in accordance with *The Regina Zoning Bylaw No. 9250*, Chapter 18C.5.5, specifically Section 1(d):

- the legal uncertainty arising from recent changes to relevant federal criminal legislation and provincial liquor regulations;
- public health and public safety concerns, notably as expressed by the public, particularly the lack of regulation and licensing of workers, as well as the potential for increased costs of law enforcement;
- insufficient parking for the proposed development;
- lack of collaboration among agencies to ensure worker health and safety;
- lack of information respecting the building ownership and/or corporate structure of the applicant;
- adverse impact on adjacent properties and the related negative impact on the overall neighbourhood.

RECESS

Councillor Wade Murray moved, seconded by Councillor Mike O'Donnell, AND IT WAS RESOLVED, that the meeting recess for ten minutes.

The meeting recessed at 9:15 p.m.

The meeting reconvened at 9:27 p.m.

ADMINISTRATION'S REPORTS

CM15-3 Fire Services Enquiry – Councillor Fraser

Recommendation

That item EN15-1 be removed from the list of outstanding items for City Council.

Councillor Shawn Fraser moved, seconded by Councillor Wade Murray, AND IT WAS RESOLVED, that the recommendation contained in the report be concurred in.

COMMITTEE REPORTS

EXECUTIVE COMMITTEE

CR15-11 Collective Agreement with the Regina Middle Management Union (CMM)

Recommendation

That the agreement reached with the Regina Civic Middle Management Union (CMM) be approved.

Councillor John Findura moved, seconded by Councillor Bob Hawkins, AND IT WAS RESOLVED, that the recommendation contained in the report be concurred in.

CR15-12 Out of Scope 2015 General Wage Increase

Recommendation

That Out of Scope employees receive a 3.00% General Wage Increase effective January 1, 2015.

Councillor John Findura moved, seconded by Councillor Wade Murray, AND IT WAS RESOLVED, that the recommendation contained in the report be concurred in.

CR15-13 New Building Canada Fund (NBCF)

Recommendation

1. That the following projects be approved for consideration by the federal and provincial governments under the first intake of the New Building Canada Fund (NBCF) in the following priority order:
 - a. Transit Maintenance Facility with an estimated total project costs of \$30 million
 - b. Winnipeg Street Overpass with an estimated total project cost of \$28 million
 - c. Regina Revitalization Initiative – Railyard Renewal with estimated total project costs of \$67 million
 - d. Septage Receiving Station with an estimated total project costs of \$10 million
 - e. Ring Road Victoria Ave overpass with an estimated total project costs of \$10 million
 - f. Buffalo Pound Water Upgrades with an estimated total project costs of \$36 million
 - g. Albert and Saskatchewan Drive Intersection improvement with an estimated total project costs of \$7.5 million
2. That the City Manager or his designate be authorized to prepare, negotiate, review and submit applications for funding through the NBCF for the projects identified in recommendation one in accordance with the terms and conditions of the NBCF program.

3. That the City Manager report back to Executive Committee on the progress of discussions with the provincial government and the status of the application process.

Councillor John Findura moved, seconded by Councillor O'Donnell, AND IT WAS RESOLVED, that the recommendations contained in the report be concurred in.

INFORMATIONAL REPORTS

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| IR15-1 | 2014 Semi-Annual Review of Closed Executive Committee Items |
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Recommendation

That this report be received and filed.

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| IR15-2 | Increase in Engineering Services for the Roadway Widening and Improvement on Victoria Avenue East Between Prince of Wales Drive and Coleman Crescent |
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Recommendation

That this report be received and filed.

Councillor Sharron Bryce moved, seconded by Councillor John Findura, AND IT WAS RESOLVED, that items IR15-1 and IR15-2 be received and filed.

ADJOURNMENT

Councillor Sharron Bryce moved, seconded by Councillor Barbara Young, AND IT WAS RESOLVED, that Council adjourn.

Council adjourned at 9:45 p.m.

Mayor

City Clerk

February 23, 2015

To: His Worship the Mayor
and Members of City Council

Re: Application for Zoning Bylaw Amendment (14-Z-20)
2011 Van Egmond Place

**RECOMMENDATION OF THE REGINA PLANNING COMMISSION
- FEBRUARY 4, 2015**

1. That the application to rezone Lots 1C in Block 1, Plan No. 82R42545 located at 2011 Van Egmond Place from R6- Residential Multiple Housing Zone to PS- Public Service Zone, be APPROVED.
2. That the City Solicitor be directed to prepare the necessary bylaw to authorize the respective Zoning Bylaw amendment.

REGINA PLANNING COMMISSION – FEBRUARY 4, 2015

The Commission adopted a resolution to concur in the recommendation contained in the report. Recommendation #3 does not require City Council approval.

Commissioners: Phil Evans, Adrienne Hagen Lyster, Ron Okumura, Daryl Posehn, Laureen Snook and Kathleen Spatt were present during consideration of this report by the Regina Planning Commission.

The Regina Planning Commission, at its meeting held on February 4, 2015, considered the following report from the Administration:

RECOMMENDATION

1. That the application to rezone Lots 1C in Block 1, Plan No. 82R42545 located at 2011 Van Egmond Place from R6- Residential Multiple Housing Zone to PS- Public Service Zone, be APPROVED.
2. That the City Solicitor be directed to prepare the necessary bylaw to authorize the respective Zoning Bylaw amendment.
3. That this report be forwarded to the February 23, 2015 City Council meeting, which will allow sufficient time for advertising of the required public notices for the respective bylaws.

CONCLUSION

The applicant (City of Regina, Real Estate Branch) proposes to rezone to recognize the use of the parcel as a stormwater detention area. The applicant has confirmed that there are no other intended uses of this land and no changes are proposed to the existing site. The site is owned

and maintained by the City. The proposed PS - Public Service Zoning for this site is appropriate given the public use nature of this site as a storm water detention area. Accordingly, the Administration supports the proposed rezoning.

BACKGROUND

A Zoning Bylaw amendment application has been submitted concerning the property at 2011 Van Egmond Place.

This application is being considered pursuant to *Regina Zoning Bylaw No. 9250, Design Regina: The Official Community Plan Bylaw No. 2013-48*, and *The Planning and Development Act, 2007*.

DISCUSSION

The applicant proposes to rezone the subject property to recognize the current use as a stormwater detention area. The stormwater detention area is considered a 'Public Use' which is permitted in the PS – Public Service Zone. The land use and zoning related details are provided in the table that follows.

| Land Use Details | | |
|------------------|---|---|
| | <u>Existing</u> | <u>Proposed</u> |
| Zoning | R6- Residential Multiple Housing Zone | PS - Public Service Zone |
| Land Use | Vacant (Existing Stormwater Detention Area) | Public Use (Existing Stormwater Detention Area) |

| Zoning Analysis | | |
|------------------------------------|--------------------|---------------------|
| | <u>Required</u> | <u>Proposed</u> |
| Minimum Lot Area (m ²) | 500 m ² | 6123 m ² |
| Minimum Lot Frontage (m) | 15 m | 51 m |

The intent of the PS-Public Service Zone is to preserve and control areas used or intended to be used by the public for active and passive recreational purposes and other public purposes. While this property does not fulfill a recreational need, the zone does provide a public service by detaining storm water, which increases the capacity to manage storm water to reduce and mitigate the potential for flooding damage to public and private property. The PS zone is commonly applied to parcels of land of this nature.

The surrounding land uses include Victoria Avenue to the north, Ring Road to the east, major arterial commercial and a church to north-west and residential to south-west and to the south.

RECOMMENDATION IMPLICATIONS

Financial Implications

On the southeast corner of the subject land, a 150mm water supply line enters and exits the property. The applicant will be responsible for the cost of any additional or changes to existing infrastructure, in accordance with City standards and applicable legal requirements.

Environmental Implications

None with respect to this report.

Policy/Strategic Implications

The proposal is consistent with the policies contained within Part A: Policy Plan of *Design Regina: Official Community Plan Bylaw No. 2013-48* with respect to integrating storm water management into municipal reserves and open space in a manner that is compatible with the intended function of the open space.

Other Implications

None with respect to this report.

COMMUNICATIONS

The Administration has circulated the application to the immediate property owners and to Al Ritchie Community Association for their comments on this application.

| | |
|---|---------------------------------------|
| Public notification signage posted on: | December 9, 2014 |
| Will be published in the Leader Post on: | February 7, 2015 February 14, 2015 |
| Letter sent to immediate property owners | December 1, 2014 |
| Number of Public Comments Sheets Received | None |

There were no concerns received from the nearby residents and from the community association. The applicant and other interested parties will receive written notification of City Council's decision.

DELEGATED AUTHORITY

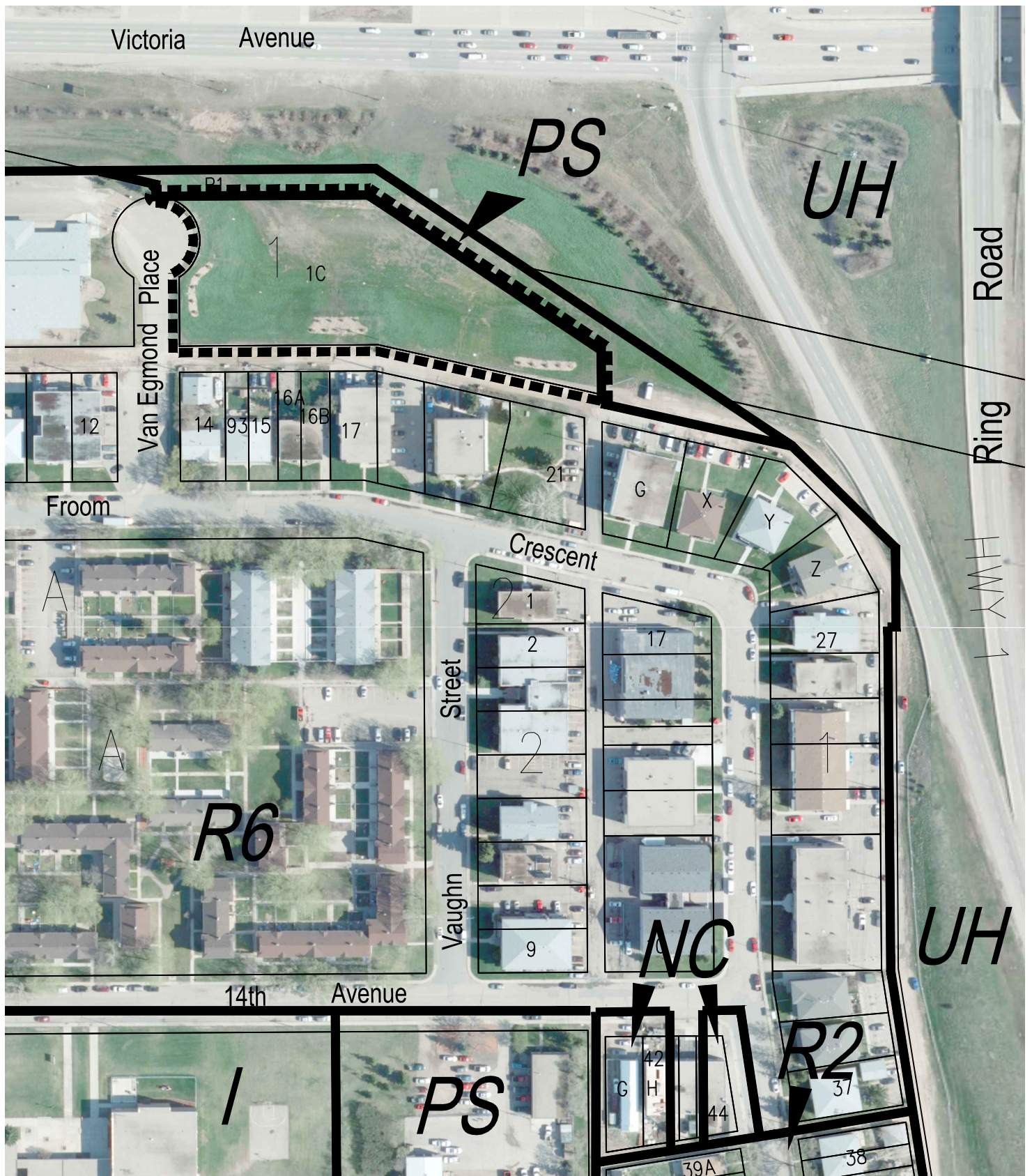
City Council's approval is required, pursuant to Part V of *The Planning and Development Act, 2007*.

Respectfully submitted,

REGINA PLANNING COMMISSION



Elaine Gohlke, Secretary



Subject Property





Subject Property

Date of Photography: 2012



Project 14-Z-20

Civic Address/Subdivision 2011 Van Egmond Place

BYLAW NO. 2015-15

THE REGINA ZONING AMENDMENT BYLAW, 2015 (N0. 7)

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

- 1 *Regina Zoning Bylaw No. 9250* is amended in the manner set forth in this Bylaw.
- 2 Chapter 19 - Zoning Maps (Map No. 3088) is amended by rezoning the lands in Regina, Saskatchewan, as outlined on the map as Appendix "A", legally described as:

Legal Address: **Lot 1C, Block 1, Plan No. 82R42545**

Civic Address: **2011 Van Egmond Place**

Current Zoning: **R6 - Residential Multiple Housing**

Proposed Zoning: **PS - Public Service**

- 3 This Bylaw comes into force on the day of passage.

READ A FIRST TIME THIS 23rd DAY OF February 2015.

READ A SECOND TIME THIS 23rd DAY OF February 2015.

READ A THIRD TIME AND PASSED THIS 23rd DAY OF February 2015.

Mayor

City Clerk

(SEAL)

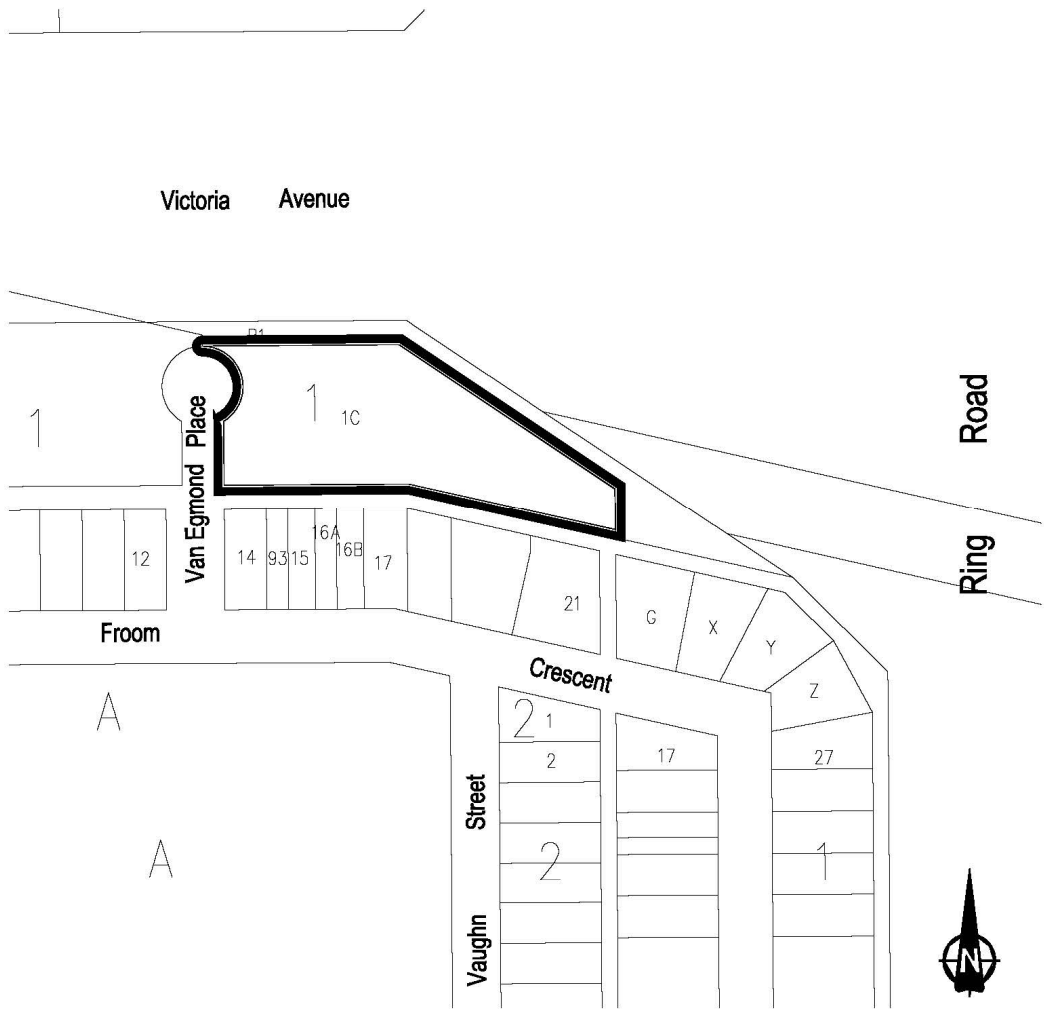
CERTIFIED A TRUE COPY

City Clerk

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

City Solicitor

APPENDIX "A"



ABSTRACT

BYLAW NO. 2015-15

THE REGINA ZONING AMENDMENT BYLAW, 2015 (No. 7)

| | |
|-------------------------|---|
| PURPOSE: | To amend <i>Regina Zoning Bylaw No. 9250</i> . |
| ABSTRACT: | The proposed rezoning would identify the current use of the subject property as a storm water detention area. |
| STATUTORY AUTHORITY: | Section 46 of <i>The Planning and Development Act, 2007</i> . |
| MINISTER'S APPROVAL: | N/A |
| PUBLIC HEARING: | Required, pursuant to section 207 of <i>The Planning and Development Act, 2007</i> . |
| PUBLIC NOTICE: | Required, pursuant to section 207 of <i>The Planning and Development Act, 2007</i> . |
| REFERENCE: | Regina Planning Commission, February 4, 2015, RPC15-15. |
| AMENDS/REPEALS: | Amends <i>Regina Zoning Bylaw No. 9250</i> . |
| CLASSIFICATION: | Regulatory |
| INITIATING DIVISION: | Community Planning and Development |
| INITIATING DEPARTMENT: | Planning |

February 23, 2015

To: His Worship the Mayor
and Members of City Council

Re: Taxi Rate Changes for 2015

**RECOMMENDATION OF THE COMMUNITY AND PROTECTIVE SERVICES
COMMITTEE - FEBRUARY 11, 2015**

1. Effective March 24, 2015 taxicab rates be set at the following:
 - a. \$4.00 for the first 120 metres;
 - b. \$0.25 for each additional 138 metres;
 - c. \$0.25 for every 25 seconds while waiting under engagement, after the first 5 minutes;
 - d. \$1.72 per out of town kilometre; and,
 - e. \$36.00 for the hire of taxicabs by the hour.
2. That the amendments to Bylaw No. 9635, *The Taxi Bylaw, 1994*, as identified in this report, be approved.
3. That the City Solicitor be instructed to prepare the required amending bylaw based on the changes outlined in this report.

COMMUNITY AND PROTECTIVE SERVICES COMMITTEE – FEBRUARY 11, 2015

The Committee adopted a resolution to concur in the recommendation contained in the report. Recommendation #4 does not require City Council approval.

Councillors: John Findura, Shawn Fraser and Bob Hawkins were present during consideration of this report by the Community and Protective Services Committee.

The Community and Protective Services Committee, at its meeting held on February 11, 2015, considered the following report from the Administration:

RECOMMENDATION

1. Effective March 24, 2015 taxicab rates be set at the following:
 - a. \$4.00 for the first 120 metres;
 - b. \$0.25 for each additional 138 metres;
 - c. \$0.25 for every 25 seconds while waiting under engagement, after the first 5 minutes;
 - d. \$1.72 per out of town kilometre; and,
 - e. \$36.00 for the hire of taxicabs by the hour.
2. That the amendments to Bylaw No. 9635, *The Taxi Bylaw, 1994*, as identified in this report, be approved.

3. That the City Solicitor be instructed to prepare the required amending bylaw based on the changes outlined in this report.
4. That this report be forwarded to the February 23, 2015 meeting of City Council for approval.

CONCLUSION

The City of Regina (City) reviews taxicab rates on an annual basis by applying the latest Statistics Canada Consumer Price Index data to the Taxi Cost Fare Model (TCFM) for the City's taxi industry. Fuel costs, insurance, vehicle purchase price, commercial rent, wages, and vehicle repairs and maintenance are the factors used in determining rate adjustments.

The TCFM used by the City, for the period since the last rate review in October 2013, suggests the cost of operating a taxicab in the City has increased by 3.62 per cent, as shown in Table 1 of this report. The rise in costs is mostly driven by increases in insurance rates and hourly wages in the service industry. The Administration is recommending a 3.62 per cent increase in taxicab rates to offset the increased costs faced by the taxicab industry, and an additional 0.20 per cent increase (for a total increase of 3.82 per cent) to help offset the costs associated with meeting additional technological requirements (i.e. computer-aided dispatch, GPS, and security cameras) that are not accounted for in the TCFM.

BACKGROUND

In 2012, Council adopted a formal process for reviewing taxi meter rates. The calculation and setting of rates for the City's taxicabs is conducted on an annual basis in order to keep taxicab rates in line with overall costs to the taxicab industry. The TCFM includes six weighted industry specific cost factors and evaluates the change in these factors over a specified period of time (refer to Table 1). When the cumulative weighted per cent change in these factors exceeds 3 per cent, a fare increase is recommended. The TCFM replaced the previous rate revision process, which called for the industry to make a request to Council for a fare increase.

The last rate review was conducted in October 2013, which resulted in a 5.2 per cent rate increase in February 2014 (CR14-15). At the same time, the rates for regular taxicabs and accessible taxicabs were equalized (the accessible taxicab rate was formerly double that of a regular taxicab).

DISCUSSION

Results of Taxi Cost Fare Model Analysis

The TCFM compares Statistics Canada Consumer Price Index data between September 2013 and September 2014 (refer to Table 1). These are the most recent data as of October 31, 2014. Table 1 demonstrates that the average hourly wage for full-time employees in the sales and service industry increased by 5.2 per cent. As this factor accounts for 40 per cent of the total TCFM calculation, the increase in service industry wages has significant influence on operating costs in the taxicab industry.

In the same period, there have been increases in all factors relating to the maintenance and operation of taxicab vehicles. Notably, passenger vehicle insurance premiums have increased by 7 per cent, representing the largest percent increase in the TCFM. The costs associated with purchasing a vehicle, repair and maintenance of a vehicle, and fuel have all increased by at least 1 per cent. These cost increases suggest that a corresponding increase in taxicab rates is necessary to ensure industry viability.

Table 1. Taxi Cost Fare Model Analysis, September 2013/2014

| Component | Index | Component Weight (%) | Sep-2013 | Sep-2014 | % change | Weighting |
|---|--|----------------------|----------|----------|----------|-------------|
| Stand rent, licenses, union dues, other | CPI Regina, all-items index | 12% | 127.4 | 130.2 | 2.20 | 0.26 |
| Insurance | CPI SK, passenger vehicle insurance | 8% | 128.5 | 137.5 | 7.00 | 0.56 |
| Fuel | CPI SK, gasoline | 20% | 171.6 | 174.9 | 1.92 | 0.38 |
| Routine repairs and maintenance | CPI SK, passenger vehicle parts, maintenance and repairs | 10% | 133.5 | 136 | 1.87 | 0.19 |
| Amortized cost of vehicle, radio, equipment | CPI SK, purchase and leasing vehicles | 10% | 91.1 | 92.2 | 1.21 | 0.12 |
| Earnings, all drivers | Avg. hourly rate, FTE - Sales and services industry | 40% | 19.25 | 20.26 | 5.25 | 2.10 |
| Totals | | 100% | | | | 3.62 |

The TCFM calculation suggests a rate increase of 3.62 per cent would adequately cover the increased costs faced by the taxicab industry. Due to limitations in the way taxi meters calculate total trip fares, it is difficult to calculate a rate change that will meet the exact target of 3.62 per cent for both a 5 kilometre trip and a 10 kilometre trip, as required by the TCFM. Additionally, calculating the wait time rate for trip is done assuming ideal conditions – the driver is travelling at a constant 50 km/hr during the entire trip, without encountering traffic lights and pedestrian crosswalks. In considering these restraints, the Administration has determined three options for taxicab rates that are closest to the TCFM target (refer to Table 2).

Table 2. Comparison of options for adjusting taxicab rates.

| Rate | Option 1 (maintain current rate) | Option 2 (recommended) | Option 3 |
|--------------------------------------|-------------------------------------|---------------------------|-------------------|
| Drop Rate (start rate) | \$ 4.00 | \$ 4.00 | \$ 4.05 |
| Additional Rate | \$ 0.10 per 57 m | \$ 0.25 per 138 m | \$ 0.10 per 56 m |
| Wait time Rate | \$ 0.10 per 11 sec | \$ 0.25/25 sec | \$ 0.20/20 sec |
| Hourly Rate | \$ 33.00 per hour | \$ 36.00 per hour | \$ 36.00 per hour |
| Out of Town Rate | \$1.66 per km | \$1.72 per km | \$1.72 per km |
| 5km local trip (est. total)* | \$ 15.77 | \$ 16.35 | \$ 16.35 |
| 10km local trip (est. total)* | \$ 27.85 | \$ 28.95 | \$ 28.85 |
| Avg. % change for local trips | - | +3.82% | +3.64% |

Jurisdictional Review of Taxicab Rates in Western Canada

Schedule “A” provides a comparison of current taxicab rates in other Western Canada jurisdictions. Based on the information in this table, it appears taxicab rates in the City are among the highest in Western Canada. It is important to highlight, however, that calculations for

the cost of 5 km and 10 km trips assume the same waiting time across all jurisdictions. In reality, wait times are typically longer in large urban centres, such as Calgary and Vancouver, due to increased traffic, making the total cost of taxi trips higher than those presented in the table. While it is important to know how the City's taxicab rates compare with other jurisdictions, it is not recommended that rates be adjusted using a jurisdictional comparison due to differences in external factors such as geographic size, traffic flow density, traffic infrastructure (e.g., use of freeways versus streets), and taxicab industry size.

Overview of Options

Option 1. Maintain current rates

As rates already increased by 5.2 per cent in March 2014, increasing rates by another 3.6 per cent in 2015 may be seen as too much by taxicab passengers.

Advantages: Passengers will continue to pay current rates for taxicab trips.

Disadvantages: The taxicab industry will not see a rate increase that would offset the increased cost of operating a taxicab vehicle. Additionally, the 3.62 per cent increase calculated in 2014 will carry over to the next review in October 2015, meaning that taxicab passengers will likely see a greater rate increase in 2016.

| Rate | Option 1 |
|------------------------|--------------------|
| Drop Rate (start rate) | \$ 4.00 |
| Additional Rate | \$ 0.10 per 57 m |
| Wait time Rate | \$ 0.10 per 11 sec |
| Hourly Rate | \$ 33.00 per hour |
| Out of Town Rate | \$1.66 per km |

Option 2 (Recommended). Implement 3.82 per cent increase in rates

Option 2 provides for a slightly higher increase than recommended in the TCFM (0.2% higher). The per hour rate is increased by 9 per cent from the current rate in this option as no increase was provided for in the 2013 TCFM review. Hourly rate increases are limited to calculations based on whole seconds, not fractions of a second, which makes the rate difficult to change on an annual basis.

| Rate | Option 2 (recommended) |
|------------------------|------------------------|
| Drop Rate (start rate) | \$ 4.00 |
| Additional Rate | \$ 0.25 per 138 m |
| Wait time Rate | \$ 0.25/25 sec |
| Hourly Rate | \$ 36.00 per hour |
| Out of Town Rate | \$1.72 per km |

Advantages: The higher rate increase will help offset the costs associated with meeting additional technological requirements (i.e. computer-aided dispatch, GPS, and security cameras) by May 2015 for regular taxicabs and by December 2017 for accessible taxicabs. These technological requirements are not accounted for in the TCFM. An additional \$0.05 to \$0.10 on an average trip would not be a financial burden for customers, though will add up for drivers over the course of several trips to help cover technology costs.

Disadvantages: As rates increased by 5.2 per cent in 2014, taxicab passengers may view an additional taxi rate increase in 2015 as excessive.

Option 3 Implement 3.64 per cent increase in rates

The rates proposed in Option 2 provide for a rate increase that most closely aligns with the TCFM. The Option 3 rate is 0.02% higher than TCFM recommendation due to the aforementioned variable restraints in the calculation. Similar to Option 2, the per hour rate is increased by 9 per cent from the current rate to compensate for the lack of increases in previous TCFM reviews.

| Rate | Option 3 |
|------------------------|-------------------|
| Drop Rate (start rate) | \$ 4.05 |
| Additional Rate | \$ 0.10 per 56 m |
| Wait time Rate | \$ 0.20/20 sec |
| Hourly Rate | \$ 36.00 per hour |
| Out of Town Rate | \$1.72 per km |

Advantages: This option meets the requirements set out in the TCFM, providing the industry with a rate increase that corresponds to the increased cost of operating a taxicab.

Disadvantages: This option does not account for the cost of recent technological requirements imposed on the taxicab industry. Moreover, members of the taxicab industry have indicated preference towards rate increases applied to the per metre rate or wait time rate, rather than the drop rate. From the customer perspective, as rates increased by 5.2 per cent in 2014, an additional taxi rate increase in 2015 may be seen as excessive.

Additional Bylaw Amendments

In addition to the proposed rate changes above, the Administration is using this opportunity to address customer service issues identified by the City's Licence Inspector. As different taxi drivers may operate the same vehicle, there have been several instances where multiple driver identification cards have been displayed in a vehicle at one time. This makes it difficult for a customer to identify the driver operating the vehicle – information that would be valuable in the complaint/compliment process. Additionally, there have been a number of complaints of taxicabs operating without sufficient exterior labelling that would help customers identify a taxi's company affiliation.

The following amendments are proposed to address these issues:

- a) Add a requirement that only the identification card of the taxicab driver in operation of the vehicle, and no other identification card, shall be displayed;
- b) Add a requirement that taxicab licence owners must display on the vehicle exterior at all times:
 - i. The name and phone number of the brokerage (company) with which the taxi is affiliated on the passenger side doors, driver side doors, and rear of the vehicle; and,
 - ii. The car number on the passenger side fender, driver fender, and rear of the vehicle;
- c) Add a requirement that the exterior displays listed in amendment (b) must be:
 - i. a colour that contrasts distinctly with the body color of the vehicle, and;
 - ii. at least 75mm in height.

RECOMMENDATION IMPLICATIONS

Financial Implications

None with respect to this report.

Environmental Implications

None with respect to this report.

Policy and/or Strategic Implications

The recommendations will contribute to achieving the City's outcomes for a safe living and working environment for the community and for increased customer satisfaction.

Other Implications

None with respect to this report.

Accessibility Implications

Council approved the equalization of fares for regular, seasonal, temporary, and accessible taxicabs in February 2014 (CR14-15). The rate changes recommended in the current report will also apply to accessible taxicabs.

COMMUNICATIONS

The Administration met with five representatives of the taxicab industry on November 18, 2014 to discuss rate increase options and minor amendments to *The Taxi Bylaw*. The industry indicated preference for maintaining the current drop rate and applying the increases to the per metre rate and wait time rate. Following this meeting, the Administration provided the three options presented in this report for industry review. The industry supports the recommendations.

DELEGATED AUTHORITY

This report must be forwarded to City Council for approval.

Respectfully submitted,

COMMUNITY AND PROTECTIVE SERVICES COMMITTEE



Ashley Thompson, Secretary

Schedule “A”

Taxicab Rate Comparison (as of October 2014)

| City | Drop Rate | Meter Rate | Wait Time | 5km Trip | 10 km Trip | Hourly Rate |
|--------------------------|---------------------|---------------------|----------------------|----------|------------|-------------|
| Regina (proposed) | \$4.00 (per 120 m) | \$0.25 (per 138 m) | \$0.25 (per 25 s) | \$16.35 | \$28.95 | \$36.00 |
| Regina (current) | \$4.00 (per 120 m) | \$0.10 (per 57 m) | \$0.10 (per 11 s) | \$15.77 | \$27.85 | \$33.00 |
| Saskatoon | \$3.75 (per 142 m) | \$0.25 (per 142 m) | \$0.25 (per 35 s) | \$14.82 | \$26.14 | \$40.00 |
| Calgary | \$3.80 (per 120 m) | \$0.20 (per 120 m) | \$0.30 (per 32 s) | \$15.18 | \$26.95 | \$33.80 |
| Edmonton | \$3.60 (per 135 m) | \$0.20 (per 135 m) | \$0.20 (per 24 s) | \$13.80 | \$24.20 | \$30.00 |
| Red Deer | \$3.20 (per 92 m) | \$0.20 (per 121 m) | \$0.10 (per 10 s) | \$14.80 | \$26.60 | \$39.47 |
| Vancouver | \$3.20 (per 54.4 m) | \$0.10 (per 54.4 m) | \$0.10 (per 10.95 s) | \$15.48 | \$27.98 | \$32.86 |
| Victoria | \$3.25 (per 53.2 m) | \$0.10 (per 53.1 m) | \$0.10 (per 8.89 s) | \$16.50 | \$29.95 | \$39.50 |

February 23, 2015

To: His Worship the Mayor
and Members of City Council

Re: Demolition of Potential Heritage Property
2119 Halifax Street – The Tremaine Residence

**RECOMMENDATION OF THE REGINA PLANNING COMMISSION
- FEBRUARY 4, 2015**

1. That *Bylaw of the City of Regina to Deny a Permit for the Alteration or Demolition of Properties that the Council of the City of Regina may wish to Designate as Municipal Heritage Properties No. 8912* be amended to remove the property listed as Item 7.12 (the Tremaine Residence located at 2119 Halifax Street) from Schedule A.
2. That the City Solicitor be instructed to prepare the required bylaw amendment.

REGINA PLANNING COMMISSION – FEBRUARY 4, 2015

The following addressed the Commission:

- Sue Luchuck, City Planner, provided a brief overview; and
- Shawn Farrow, representing Westland Ventures.

The Commission adopted a resolution to concur in the recommendation contained in the report. Recommendation #3 does not require City Council approval.

Commissioners: Phil Evans, Adrienne Hagen Lyster, Ron Okumura, Daryl Posehn, Laureen Snook and Kathleen Spatt were present during consideration of this report by the Regina Planning Commission.

The Regina Planning Commission, at its meeting held on February 4, 2015, considered the following report from the Administration:

RECOMMENDATION

1. That *Bylaw of the City of Regina to Deny a Permit for the Alteration or Demolition of Properties that the Council of the City of Regina may wish to Designate as Municipal Heritage Properties No. 8912* be amended to remove the property listed as Item 7.12 (the Tremaine Residence located at 2119 Halifax Street) from Schedule A.
2. That the City Solicitor be instructed to prepare the required bylaw amendment.
3. That this report be forwarded to the February 23, 2015 City Council meeting.

CONCLUSION

The Administration has received a request to remove the Tremaine Residence at 2119 Halifax Street from Schedule A of the *Bylaw of the City of Regina to Deny a Permit for the Alteration or Demolition of Properties that the Council of the City of Regina may wish to Designate as Municipal Heritage Properties No. 8912* (commonly known as *The Heritage Holding Bylaw No. 8912*). A demolition permit has also been applied for.

Considering the condition of the property and alternate development plans, the property owner no longer wishes the property to be designated as Municipal Heritage Property. Given that the owner does not consent and the evaluation of the building, the Administration is recommending removal. In the past, City Council has not designated property without the owner's consent.

If City Council wishes to pursue municipal heritage designation, the Administration will issue a notice of Council's intention to pass a bylaw to this effect in accordance with the requirements of *The Heritage Property Act*. If City Council concurs with the recommendation to remove the subject property from Schedule A of *Bylaw No. 8912* and passes the required amending bylaw, the Administration will issue the requested demolition permit.

BACKGROUND

An application was received to demolish the above referenced property, which is listed as Item 7.12 on Schedule A to *Bylaw No. 8912*. *Bylaw No. 8912* was adopted by City Council on September 11, 1989, pursuant to the requirements of Section 28 of *The Heritage Property Act*. *Bylaw No. 8912* contains a list of buildings (Schedule A) that have been identified as having architectural or historical heritage value. It provides that the Administration can deny any permit for alteration or demolition of a listed property for not more than 60 days from the date of demolition permit application.

The demolition permit was received on December 4, 2014. The applicant was advised that the property was listed on *Bylaw No. 8912* and was advised to submit a request to have the property removed from the bylaw. This application was received on December 19, 2014.

DISCUSSION

An application has been received to demolish the detached dwelling at 2119 Halifax Street which is listed on *Bylaw No. 8912* (Item No. 7.12 The Tremaine Residence). The applicant also owns the detached dwellings at 2121 and 2125 Halifax Street and has received demolition permits for them. The applicant plans to provide additional parking on these three lots for the Crescent Annex Apartments, a 31 unit building, located at 2127-2135 Halifax Street. The applicant stated in his application that the three detached dwellings have been vacant for a number of years.

The detached dwelling at 2119 Halifax Street was built in 1910 with brick veneer, concrete block foundation and corner detailing. The façade has been altered with a stucco finishing. The architect and builder are not known. The architectural style of the building is thought to be Prairie Style, the same as 2121 Halifax Street. Photos of the exterior and interior of the detached dwelling are attached as appendices.

The first occupant was Cecil Tremaine who worked for the North West Mounted Police and later with the Regina Cartage and Storage Company. Since the style of the house is the same as 2121 Halifax Street, which is not listed on the Heritage Holding Bylaw, it could be assumed that the heritage value of the house is related to the occupants. However, there is little known about Cecil Tremaine other than for his association with the North West Mounted Police.

The Administration has undertaken an evaluation of the property using criteria developed by the Province of Saskatchewan to identify the architectural and historic attributes of the subject property. The Heritage Property Designation Criteria Evaluation Form (Appendix A-5) rates the property a 37 out of 100. This rating indicates the property has low architectural and historic value.

Bylaw No. 8912 provides a valuable record of Regina's heritage resources. Currently, there are 236 listed properties. *Bylaw No. 8912* provides the Administration with an opportunity to further examine the heritage value of a listed property and to conclusively determine if Municipal Heritage Property designation is warranted. In this case, the property owner does not want designation. Given this and the condition of the building is poor, the Administration recommends the removal of the property from *Bylaw No. 8912*.

RECOMMENDATION IMPLICATIONS

Financial Implications

None with respect to this report.

Environmental Implications

None with respect to this report.

Policy and/or Strategic Implications

One of the goals in *Design Regina: The Official Community Plan Bylaw No. 2013-48* is to support cultural development and cultural heritage, including support for the protection, conservation and maintenance of historic places. The Heritage Property Designation Evaluation completed by the Administration in Appendix A-5, indicates that the property is of relatively low architectural and historic value and therefore the Administration is recommending that the property be removed from the *Bylaw No. 8912*.

Other Implications

None with respect to this report.

Accessibility Implications

None with respect to this report.

COMMUNICATIONS

The Architectural Heritage Society of Saskatchewan and Heritage Regina were notified of the request to remove the property from *Bylaw No. 8912*. Comments were not received prior to the finalization of this report.

The Heritage Community Association had no concerns with the removal and subsequent demolition due to the condition of the structure.

If City Council wishes to proceed with designation in accordance with *The Heritage Property Act*, the City's Notice of Intention to pass a bylaw to that effect would need to be:

- Served upon the property owner and the Provincial Registrar of Heritage Properties;
- Registered against the title to the property at the Provincial Land Registry; and
- Published in a least one issue of the Leader-Post.

DELEGATED AUTHORITY

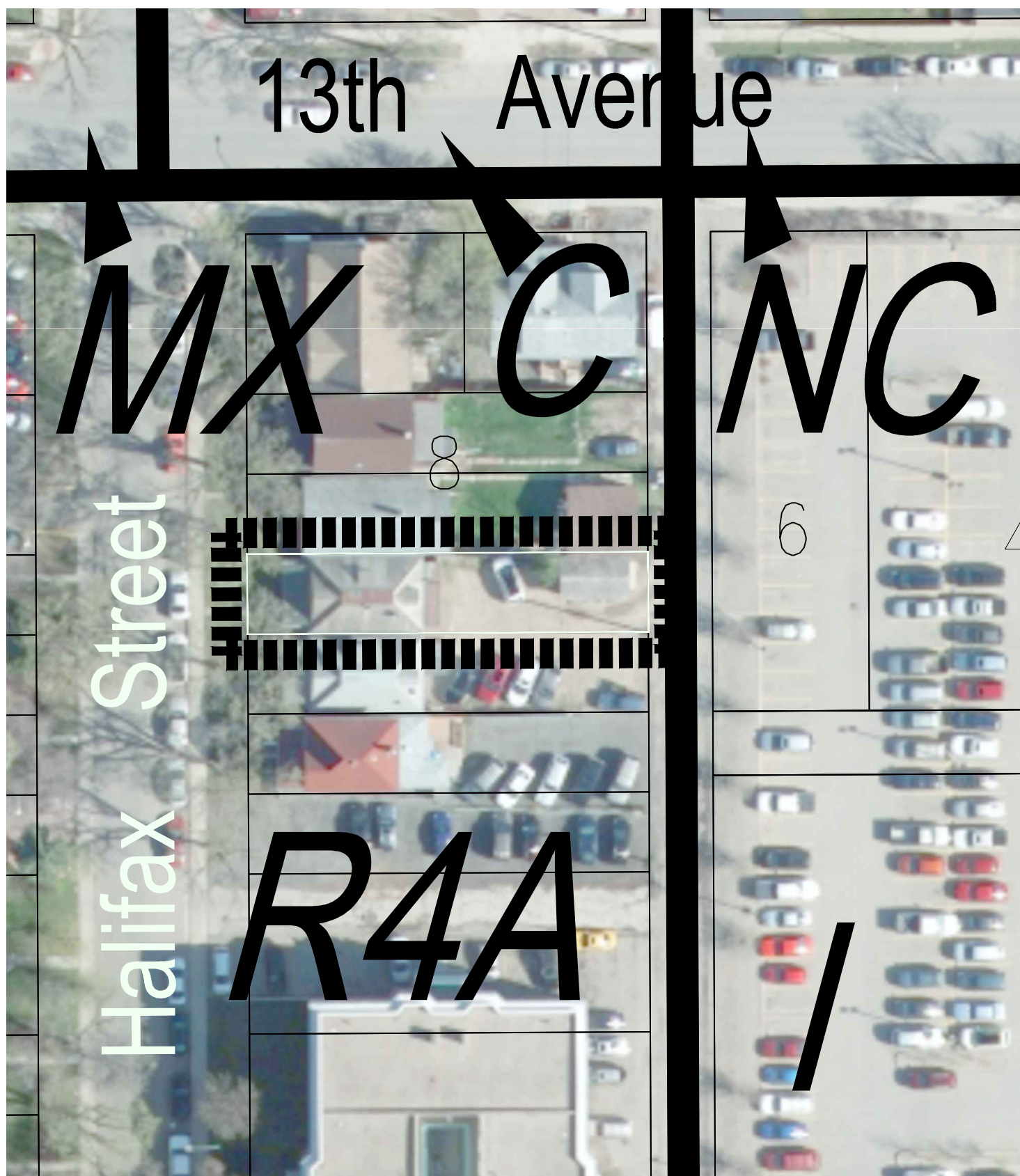
City Council's approval is required to amend *Bylaw No. 8912*. Alternatively and pursuant to Section 11 of *The Heritage Property Act*, the authority to designate Municipal Heritage Property, by bylaw, also rests with City Council.

Respectfully submitted,

REGINA PLANNING COMMISSION



Elaine Gohlke, Secretary



Subject Property





P HOUR
1 - FRI
- 6PM





| |
|------------------------|
| Evaluation Form |
|------------------------|

| HERITAGE ASSESSMENT | | A | B | C | D | Total |
|--|-----------------------------------|----|----|----|---|-------|
| Architecture (Maximum 30) | | | | | | |
| | Style | 16 | 8 | 4 | 0 | |
| | Construction/Materials | 8 | 4 | 2 | 0 | |
| | Age | 12 | 6 | 3 | 0 | |
| | Architect/Builder | 8 | 4 | 2 | 0 | |
| | Exterior Details | 4 | 2 | 1 | 0 | |
| | Interior Details | 6 | 3 | 1 | 0 | |
| | Massing/Plan | 4 | 2 | 1 | 0 | |
| History (Maximum 30) | | | | | | |
| | Persons | 20 | 10 | 5 | 0 | |
| | Events/Chronology | 20 | 10 | 5 | 0 | |
| | Context | 25 | 12 | 6 | 0 | |
| Total | | 0 | 8 | 6 | 0 | 14 |
| VIABILITY ASSESSMENT | | A | B | C | D | Total |
| Environment (Maximum 10) | | | | | | |
| | Continuity/Setting | 8 | 4 | 2 | 0 | |
| | Landscape Quality | 4 | 2 | 1 | 0 | |
| | Landmark/Symbolism | 10 | 5 | 2 | 0 | |
| Usability (Maximum 15) | | | | | | |
| | Zoning / Land Use / Compatibility | 8 | 4 | 2 | 0 | |
| | Adaptability | 10 | 5 | 2 | 0 | |
| | Servicing / Utilities | 8 | 4 | 2 | 0 | |
| | Recycling Costs | 10 | 5 | 2 | 0 | |
| Integrity & Present Condition (Maximum 15) | | | | | | |
| | Site Originality | 8 | 4 | 2 | 0 | |
| | Alterations | 8 | 4 | 2 | 0 | |
| | Exterior Condition | 5 | 2 | 1 | 0 | |
| | Interior Condition | 5 | 2 | 1 | 0 | |
| | Ground Condition | 5 | 2 | 1 | 0 | |
| Total | | 8 | 8 | 7 | 0 | 23 |
| GRAND TOTAL | | 8 | 16 | 13 | 0 | 37 |

BYLAW NO. 2015-12

THE TAXI AMENDMENT BYLAW, 2015

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

- 1 Bylaw No. 9635, being *The Taxi Bylaw, 1994*, is amended in the manner set forth in this Bylaw.
- 2 The following subsection is added after subsection 6(2):

“(2.1) display only his or her taxicab driver’s licence identification card in the taxicab and display no other identification card;”
- 3 The following subsection is added after subsection 13(2):

“(2.1) display on the vehicle exterior at all times the following information in the following locations, in a colour that contrasts distinctly with the body colour of the vehicle with each letter or number at least 75mm in height:

 - (a) the name and phone number of the taxicab broker with which the taxi is affiliated on the passenger side doors, driver side doors, and rear of the vehicle; and,
 - (b) an identifying number assigned by the taxicab broker on the passenger side fender, driver fender, and rear of the vehicle;”
- 4 The following subsection is added after subsection 19(2):

“(2.1) display on the vehicle exterior at all times the following information in the following locations, in a colour that contrasts distinctly with the body colour of the vehicle with each letter or number at least 75mm in height:

 - (a) the name and phone number of the taxicab broker with which the taxi is affiliated on the passenger side doors, driver side doors, and rear of the vehicle; and,
 - (b) an identifying number assigned by the taxicab broker on the passenger side fender, driver fender, and rear of the vehicle;”

5 The following subsection is added after subsection 21.8(2):

“(2.01) display on the vehicle exterior at all times the following information in the following locations, in a colour that contrasts distinctly with the body colour of the vehicle with each letter or number at least 75mm in height:

- (a) the name and phone number of the taxicab broker with which the taxi is affiliated on the passenger side doors, driver side doors, and rear of the vehicle; and,
- (b) as identifying number assigned by the taxicab broker on the passenger side fender, driver fender, and rear of the vehicle;”

6 Subsection 4(1) of Schedule “A” is repealed and the following substituted:

- “4. (1) Every person operating any class of taxicab shall charge or collect only the following:
- (a) for the hire of a taxicab for the first 120 meters or part thereof \$ 4.00
 - (b) for each additional 138 meters or part thereof \$0.25
 - (c) for waiting time while under engagement; after the first five minutes, for each additional 25 seconds and shall include: \$0.25
 - (i) the time during which the taxicab is not in motion, beginning five minutes after its reported arrival at the place at which the trip is to commence; and
 - (ii) the time consumed while standing at the direction of the passenger.
 - (d) for the hire of taxicabs by the hour:
 - (i) per hour, up to a travel limit of 10 kms \$36.00
 - (ii) a further charge per km for trips in excess of 10 kms \$0.80

(iii) for charges from the commencement of a trip, fractions of hours and mileages to be pro-rated, the minimum charge for any trip \$2.15

(e) for special trips outside the City limits \$1.72 per km”

7 This Bylaw comes into force on March 24, 2015.

READ A FIRST TIME THIS 23rd DAY OF February 2015.

READ A SECOND TIME THIS 23rd DAY OF February 2015.

READ A THIRD TIME AND PASSED THIS 23rd DAY OF February 2015.

Mayor

City Clerk

(SEAL)

CERTIFIED A TRUE COPY

City Clerk

ABSTRACT

BYLAW NO. 2015-12

THE TAXI AMENDMENT BYLAW, 2015

PURPOSE: To set new maximum fare rates and to add specifications for driver and vehicle identification.

ABSTRACT: The application of the Taxi Fare Cost Model calls for an update to the maximum fare rates. Adjustments are being made to driver and vehicle identification provisions to address specific issues that have arisen with identification.

**STATUTORY
AUTHORITY:** Section 8 of *The Cities Act*.

MINISTER'S APPROVAL: N/A

PUBLIC HEARING: N/A

PUBLIC NOTICE: N/A

REFERENCE: Community and Protective Services Committee, February 11, 2015, CPS15-1

AMENDS/REPEALS: Amends Bylaw 9635

CLASSIFICATION: Regulatory

INITIATING DIVISION: City Operations
INITIATING DEPARTMENT: Fire and Protective Services

BYLAW NO. 2015-16

A BYLAW OF THE CITY OF REGINA TO DENY A PERMIT FOR THE
ALTERATION OR DEMOLITION OF PROPERTIES THAT THE COUNCIL OF THE
CITY OF REGINA MAY WISH TO DESIGNATE AS MUNICIPAL HERITAGE
PROPERTIES AMENDMENT BYLAW, 2015

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

- 1 *A Bylaw of the City of Regina to Deny a Permit for the Alteration or Demolition of Properties that the Council of the City of Regina May Wish to Designate as Municipal Heritage Properties, No. 8912, commonly referred to as The Heritage Holding Bylaw, is amended by deleting from Schedule "A" thereof reference to Item 7.12 (2119 Halifax Street).*
- 2 This Bylaw comes into force on the day of passage.

READ A FIRST TIME THIS 23rd DAY OF February 2015.

READ A SECOND TIME THIS 23rd DAY OF February 2015.

READ A THIRD TIME AND PASSED THIS 23rd DAY OF February 2015.

Mayor

City Clerk

(SEAL)

CERTIFIED A TRUE COPY

City Clerk

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

City Solicitor

ABSTRACT

BYLAW NO. 2015-16

A BYLAW OF THE CITY OF REGINA TO DENY A PERMIT FOR THE ALTERATION OR DEMOLITION OF PROPERTIES THAT THE COUNCIL OF THE CITY OF REGINA MAY WISH TO DESIGNATE AS MUNICIPAL HERITAGE PROPERTIES AMENDMENT BYLAW, 2015

| | |
|-------------------------|---|
| PURPOSE: | The purpose of the Bylaw is to amend Schedule "A" of The Heritage Holding Bylaw No. 8912. |
| ABSTRACT: | This bylaw removes 2119 Halifax Street from The Heritage Holding Bylaw. |
| STATUTORY AUTHORITY: | Section 28(e) of <i>The Heritage Property Act</i> . Section 8(1)(a) and 81(1) of <i>The Cities Act</i> . |
| MINISTER'S APPROVAL: | N/A |
| PUBLIC HEARING: | N/A |
| PUBLIC NOTICE: | N/A |
| REFERENCE: | Regina Planning Commission, February 4, 2015, RPC15-4. |
| AMENDS/REPEALS: | Amends Bylaw No. 8912. |
| CLASSIFICATION: | Regulatory |
| INITIATING DIVISION: | Community Planning and Development |
| INITIATING DEPARTMENT: | Planning |

February 23, 2015

To: His Worship the Mayor
and Members of City Council

Re: Big Cities Summit - Toronto February 5, 2015

RECOMMENDATION

That this report be received and filed.

CONCLUSION

The Mayors' of Canada's biggest cities met in Toronto on February 5th, 2015 to take part in the Big Cities Summit. The purpose of the meeting was to discuss and come to a consensus on a set of priorities that could be brought forward to each of the federal political parties and Canadians in lead up to the next federal election. The next election is largely anticipated to occur sometime in 2015.

BACKGROUND

The Big City Mayors' Caucus (BCMC) comprises a regionally representative group of Federation of Canadian Municipalities (FCM) member cities. It meets two to three times a year to discuss shared issues and to reinforce FCM's policy and advocacy agenda set by the National Board of Directors.

At the May 2014 meeting of the BCMC, the caucus agreed that Election 2015 represents a unique, point-in-time opportunity to influence the platform of the next federal government and advance the profile and needs of the municipal sector as a whole. FCM staff have been working with the BCMC to develop a set of priorities and agenda that cities can present to Canadians and federal political parties during the election.

DISCUSSION

Canada's cities are the engines of economic growth in Canada. Over the last number of years, there has been a trend toward greater urbanization in all provinces in Canada, and that experience in Saskatchewan is no different. In a recent report by the Certified Management Consultants of Saskatchewan entitled *Think Big Saskatchewan*, it found that while commodity exports were driving growth in Saskatchewan's GDP (79% of exports were commodities in 2012 vs 21% for manufactured goods), the impacts of that GDP growth were largely accrued in cities.

Nationally, the 22 cities that comprise the BCMC make up approximately 2/3 of Canada's population. Saskatchewan's eight cities accounted for 80% of the population between 2006-2011 and Regina and Saskatoon accounted for 43% of the provinces' GDP in 2011. The ability of City's to attract and retain people and business is key to Saskatchewan and Canada's future. According to a *State of the Cities Report* conducted by the Johnson-Shoyama Graduate School of Public Policy:

“Entertainment, specialist medical services, post-secondary education, legal, management, accounting, engineering and technical services are delivered from the cities, especially the CMAs. These are essential services for business and for individuals to be attracted to, and remain in the province. If these services were not available in the province’s cities, either the provincial businesses or population would decline, or they would be accessed in neighbouring provinces representing a very important “leakage” of economic activity from the province.”

- p.14 JS GS State of the Cities Report

Canada’s Cities are Canada’s Future, and that is the message that Canada’s Big City Mayors are delivering to Canadians and every political party that is seeking to form government in the next election. Having a credible urban agenda and working in partnership with Canada’s cities is going to be crucial to addressing our economic and social challenges and creating a better quality of life for all Canadians. To that end, Big City Mayors are bringing forward three priorities that reflect not just what cities need, but what the country needs. They include:

Infrastructure - Cities are responsible for the vast majority of the public service infrastructure across the country but are the least equipped order of government to address the problem. According to the FCM’s 2012 *State of Canada’s Cities and Communities*, Canada has an approximately \$123 billion infrastructure deficit. Ensuring that we have safe, efficient and accessible infrastructure must continue to be a priority. Not only does infrastructure investment allow us to maintain, repair and rehabilitate the things and places that citizens and businesses rely on each and every day, it’s also a way to address some of our current economic challenges. We showed in 2008 during the financial crises that putting money in infrastructure is one of the most reliable ways to boost the economy and create jobs. According to the Conference Board of Canada, for every \$1.00 invested in infrastructure, it generates up to \$1.20 in real GDP growth.

Housing – Housing continues to be a priority for cities across the country. More and more we are seeing young families unable to buy their first home, rising housing prices putting pressure on those with fixed incomes, including seniors and people on low income being squeezed out of the market. In Regina, we’ve witnessed first hand the challenges that growth can have on both the availability and affordability of housing. As a City, we’ve taken steps to begin addressing the challenges, but further partnership is necessary with federal and provincial governments to solve a problem that is too complex for one order of government to tackle on its own.

Transportation and Transit – Cities across the country are struggling to meet critical transportation and transit needs. While those needs may be more acute in our larger urban centres, where traffic congestion is becoming a huge impediment to productivity and growth, the challenge is felt in all communities. Businesses and people rely on safe and efficient modes of transportation to move people and goods. Having a reliable transportation and transit infrastructure network is important for continued economic growth and creating modern, livable and attractive cities. We are seeing demand for transit in Regina increasing today and that demand for alternative transportation options, including but not limited to transit, cycling, walking and carpooling will continue to evolve as Regina grows.

Big City Mayors across Canada are saying with one, unified voice that Canada's future is through its cities. Cities are the drivers of jobs and the economy and as such a credible economic agenda must address the challenges of our urban centres. As cities, we are prepared to work with all political parties to address these challenges in a way that creates a better quality of life for all Canadians.

RECOMMENDATION IMPLICATIONS

Financial Implications

The BCMC has at this stage put forward three policy areas that it will look for federal political parties to address in the upcoming election. The BCMC has not put forward a specific financial ask with respect to these priority areas. Addressing these challenges of infrastructure, transit and housing will require the collective effort of all three orders of government and there may be financial implications for the City. For example, the New Building Canada fund is an infrastructure program that all three orders of government contribute on a one third basis.

Environmental Implications

None related to this report

Policy and/or Strategic Implications

Cities across the country share a common set of concerns in the areas of housing, transit and infrastructure. While there are commonalities, each City will have to ensure that future programs that are presented to Canadians address the priorities of their local residents and Regina is no exception.

Other Implications

None related to this report

Accessibility Implications

None related to this report

COMMUNICATIONS

The purpose of this report is to provide and update to City Council, media and residents on the outcomes of the Big Cities Summit that took place on February 5, 2015.

DELEGATED AUTHORITY

As this report is for the information, there is no delegated authority associated with it.

Respectfully submitted,



Fabian Contreras
A/Manager Government Relations

Respectfully submitted,



Michael Fougere
Mayor

February 23, 2015

To: His Worship the Mayor
and Members of City Council

Re: 2015 School Boards/City Council Liaison Committee – Elected Official Committee
Appointments

**RECOMMENDATION OF THE EXECUTIVE COMMITTEE
- FEBRUARY 10, 2015**

1. That City Council approve the appointments of Mayor Michael Fougere, Councillor Mike O'Donnell and Councillor Barbara Young to the School Boards/City Council Liaison Committee for a term effective January 1, 2015 to December 31, 2015 unless otherwise noted.
2. That members appointed continue to hold office for the term indicated or until their successors are appointed.

EXECUTIVE COMMITTEE – FEBRUARY 10, 2015

The Committee adopted a resolution to concur in the recommendation contained in the report.

Mayor Michael Fougere, Councillors: Sharron Bryce, Bryon Burnett, Shawn Fraser, Bob Hawkins, Terry Hincks and Barbara Young were present during consideration of this report by the Executive Committee.

The Executive Committee, at its meeting held on February 10, 2015, considered the following report from the City Clerk:

RECOMMENDATION

1. That City Council approve the appointments of Mayor Michael Fougere, Councillor Mike O'Donnell and Councillor Barbara Young to the School Boards/City Council Liaison Committee for a term effective January 1, 2015 to December 31, 2015 unless otherwise noted.
2. That members appointed continue to hold office for the term indicated or until their successors are appointed.
3. That this report be forwarded to the February 23, 2015 City Council meeting for approval.

CONCLUSION

The appointment of elected members to the School Boards/City Council Liaison Committee should be determined. All recommendations will be forwarded to City Council for approval.

BACKGROUND

Elected official appointments are required annually to fill vacancies on various committees. The purpose of this report is to facilitate appointments required for the School Boards/City Council Liaison Committee for 2015.

DISCUSSION

To facilitate the appointment process for the School Boards/City Council Liaison Committee, members were asked to provide a list of the committees that they would like to serve on. All Councillors that were members of this committee in 2015 expressed their desire to remain on the committee. No other members of City Council expressed an interest to serve on this committee for 2015.

A summary of 2014 elected official attendance at School Boards/Council Liaison Committee meetings is as follows:

| <u>Member</u> | <u>Attendance</u> |
|---------------------------|-------------------|
| Mayor Michael Fougere | 2/2 |
| Councillor Mike O'Donnell | 2/2 |
| Councillor Barbara Young | 2/2 |

This information is provided as directed by resolution of City Council on November 24, 2003 which read as follows:

“That the City Clerk be instructed to include information on the attendance of members of Council at committee meetings when bringing forward future reports to Executive Committee on Elected Official Committee Appointments.”

RECOMMENDATION IMPLICATIONS

Financial Implications

None with respect to the recommendations of this report.

Environmental Implications

None with respect to the recommendations of this report.

Policy and/or Strategic Implications

Elected Officials participation in various boards, committees and commissions is required to facilitate the decision making process of the City. It also ensures the Vision for Regina is articulated from the top level and works to foster inclusiveness and harmony in the community.

Other Implications

Section 65(c) of *The Cities Act* requires elected officials to participate in council and committee meetings and meetings of other bodies to which they are appointed by Council.

Accessibility Implications

None with respect to the recommendations of this report.

COMMUNICATIONS

After the appointments are approved by City Council, a list of committee members will be communicated to all departments, the media, and other interested parties.

DELEGATED AUTHORITY

City Council approval is required to appoint elected officials to various boards, committees and commissions.

Respectfully submitted,

EXECUTIVE COMMITTEE



Jim Nicol, Secretary

Prepared by:
Mavis Torres, Council Officer

February 23, 2015

To: His Worship the Mayor
and Members of City Council

Re: 2015 Municipal Heritage Awards – Awards Selection Working Group Report

**RECOMMENDATION OF THE MUNICIPAL HERITAGE ADVISORY COMMITTEE
- JANUARY 5, 2015**

That this report be received and filed.

MUNICIPAL HERITAGE ADVISORY COMMITTEE – JANUARY 5, 2015

The Committee adopted a resolution to concur in the recommendation contained in the report. In accordance with Recommendation #2, this report will be forwarded to City Council for information purposes only.

Councillor John Findura, May P. Chan, Ken Lozinsky, Ray Plosker, Joseph Ralko, Ingrid Thiessen, were present during consideration of this report by the Municipal Heritage Advisory Committee.

The Municipal Heritage Advisory Committee, at the **PRIVATE** session of its meeting held on January 5, 2015, considered the following report from the Administration:

RECOMMENDATION

1. That three 2015 Municipal Heritage Awards be presented as follows:
 - a. An award in the Conservation category for Casino Regina
 - b. An award in the Rehabilitation category for the Royal Canadian Legion No. 001
 - c. An award in the Education category for the McNab Community Association Centennial Marker Replacement and Enhancement.
2. That an edited version of this report be forwarded to City Council for its information in conjunction with the awards presentation.

CONCLUSION

After careful consideration and evaluation, the Working Group has concluded that the Municipal Heritage Awards should be presented to the nominees identified in this report. City Council has authorized the Municipal Heritage Advisory Committee (MHAC) to select Municipal Heritage Award recipients.

BACKGROUND

At its meeting on October 6, 2014 the MHAC considered Report MHAC14-20 and resolved:

That the following members of the Municipal Heritage Advisory Committee be appointed to evaluate the nominations for the 2015 Municipal Heritage Awards:

- Ray Plosker
- Ingrid Theissen

And that three other members be determined prior to the November 2015 meeting.

The following additional members were appointed:

- Tyler Willox
- Don Black
- Joe Ralko.

Pursuant to that resolution, a Working Group was established consisting of the aforementioned members and an evaluation and selection exercise was initiated. The recommended award recipients as selected by the Working Group are presented in this report for confirmation by the committee as a whole.

The duties of the MHAC were originally established under former City of Regina Bylaw No. 7018, *A Bylaw to Establish a Municipal Heritage Advisory Committee* and are currently outlined in Bylaw 2009-40, *The Committee Bylaw*. In December 1983, City Council adopted a policy to offer public recognition of individuals and organizations in the community whose efforts and initiatives have made significant contributions to heritage conservation.

The Municipal Heritage Awards program was initiated in 1984, to be held on an annual basis in conjunction with the celebration of Canada's Heritage Day on the third Monday of February. Heritage Day will be observed next on February 16, 2015.

DISCUSSION

Municipal Heritage Awards may be presented in the following categories:

1. **Restoration:** Revealing, recovering or representing the state of a historic place or of an individual component, as it appeared at a particular period in its history, as accurately as possible, while protecting its heritage value.
2. **Conservation:** Protecting, maintaining, or stabilizing the existing form, material and integrity of a historic place, or of an individual component, while protecting its heritage value.
3. **Rehabilitation:** The sensitive adaptation of a historic place or of an individual component for a continuing or compatible contemporary use, while protecting its heritage value. This is achieved through repairs, alterations and/or additions.

4. **New Design – Infill:** New design which is sympathetic to heritage properties and streetscapes with respect to building scale, height, massing, roofline and finishing materials in existing developed areas or neighbourhoods.
5. **New Design – Addition:** New design involving structural additions to an existing heritage building that is sympathetic to or compatible with the original or established building design with respect to scale, height, massing, fenestration, roofline and/or finishing materials.
6. **Heritage Open Space:** The promotion, restoration and new design of heritage open spaces, sites, monuments and trails.
7. **Education:** Endeavours which enhance public understanding and appreciation of Regina's heritage. For example: publications, exhibitions, lecture series, tours and plays.
8. **George Bothwell Heritage Award for Public Service:** Exceptional volunteer involvement and outstanding commitment to heritage activities that enrich community life in Regina.
9. **Keith Knox Heritage Award for Youth:** This award recognizes the special contribution of non-professionals under the age of 25.

The MHAC has been authorized by City Council to select heritage award recipients. The committee may decide against presenting an award in any given category. A total of three nominations were received, representing three of the nine award categories.

Selection of Award Recipients

On November 7, 2014, four members of the Working Group toured the two projects in the conservation and rehabilitation categories and met to evaluate the nominations and select award recipients. Based on its review and evaluation of the nominations, the Working Group has recommended the following recipients.

1. Conservation: Casino Regina

The project involved the conservation of the exterior of the provincially designated former Union Station, now the home of Casino Regina to preserve the Tyndall Stone and Indiana Limestone façade and detailing. The project team conducted a survey of the entire façade to identify areas of deteriorated mortar joints and damaged stone units where repairs were required in order to prevent moisture ingress and to prevent further deterioration.

Restorative techniques included: matching mortar composition; colouration and tooling of the mortar joints; 'piecing in' to repair broken profile stone units; and use of proprietary stone patching material to fill voids in the stones, taking care to match the mottled appearance of the Tyndall Stone. These repair methods blended with and are compatible with the existing stone but can be distinguished by close observation. A low-pressure wash system, used successfully in Great Britain to clean facades of heritage structures, was used to remove dirt and ghosting of mortar on the face of the stone left over from previously improperly installed mortar. The mortar and stone repairs undertaken will keep moisture from penetrating the masonry wall, thereby conserving the integrity of the masonry and preventing deterioration. Together with the cleaning

the work done will ensure the performance of the exterior wall and has improved the overall appearance of the building, yet let its age be revealed by leaving the natural patina of the stone intact.

The members of the Working Group are confident that the recipients: Saskatchewan Gaming Corporation, Gracom and Stantec Architecture Ltd. have generally met the standards for the conservation of a heritage building as identified in the *Standards and Guidelines for the Conservation of Historic Places in Canada* and are therefore pleased to recommend a Municipal Heritage Award.

2. Rehabilitation: Royal Canadian Legion No. 001

This project involved the rehabilitation of the Royal Canadian Legion Branch No.001 building to reflect the new functionality of the Legion, required due to its smaller membership, through the creation of a sustainable facility that remains located within the historic building. The project ensured the ongoing use of the building by the oldest chartered branch of the Legion in Canada.

The team on this project was able to house the new functionality of the Legion through the creative use of space on two levels within the preserved front portion of the building. Great care was taken to protect and preserve the Peace Tower, its contents and artifacts, stained glass windows and the murals painted by Kenneth Lochhead. Areas that required demolition were disassembled by hand and the bricks were salvaged to clad the new exit stair halls, which also provide barrier free access to all levels of the building. The additions are complementary to the existing building and require close inspection to determine that they are not original to the building. Windows and doors, that were not original to the building, have been replaced with new, reflecting the original design but using modern materials.

Some exterior work such as repointing, refurbishment of the main entrance stairs and re-development of the landscaping in front of the building will commence in the spring.

The members of the Working Group are confident that the recipients: Mitchell Developments Ltd. and Kreate Architecture and Design Ltd. have generally met the standards for rehabilitation as identified in the *Standards and Guidelines for the Conservation of Historic Places in Canada* and are therefore pleased to recommend a Municipal Heritage Award.

3. Education: McNab Community Association – Centennial Marker Replacement and Enhancement

A group of dedicated community volunteers took it upon themselves to create a quiet spot adjacent to the bike path, just north of the CPR bridge over Wascana Creek, for passersby to learn about the circumstances that led to the founding of the City of Regina.

The marker, complete with information and photographs, replaced a simple marker. The marker is located on the site where, on June 30, 1882 Lieutenant Governor Dewdney notified settlers, speculators and others who had converged on the area that the land in the immediate vicinity was to be the new townsite and that Regina was to be the capital of the North West Territories. Dewdney had wanted the CPR to build its station at this site, however the railway decided on land five kms. to the east and the commercial hub of the new settlement developed on land in front of the new railway station instead of on the banks of Wascana Creek.

Perhaps most importantly, the marker reminds us of the area's original inhabitants, the First Nations people, who had more than 200 years of contact with explorers, fur traders and others before the tiny prairie settlement was ever imagined. The group, responsible for the new marker, contacted First Nations people to obtain information for the marker as part of their research activities.

The Working Group commends the McNab Community Association for honouring this special location and preserving its important story and is pleased to recommend a Municipal Heritage Award.

RECOMMENDATION IMPLICATIONS

Financial Implications

Each award consists of a framed certificate. The costs associated with the awards ceremony are allocated in the 2015 operating budget of the Development Services Department.

Environmental Implications

Recognition of significant heritage-related projects and personal contributions provides encouragement for future initiatives to restore, preserve and rehabilitate Regina's historic places, which in turn supports broader principles to adapt, re-use and conserve the existing built environment.

Strategic Implications

The Municipal Heritage Awards program responds to the City's Vision and its priority of managing growth and community development, by contributing to the recognition and promotion of initiatives that recognize, conserve, utilize, or commemorate Regina's historic built and cultural environment.

Other Implications

None with respect to this report.

Accessibility Implications

None with respect to this report.

COMMUNICATIONS

Award recipients will be notified and invited to attend an awards presentation ceremony, which may be held on the Council meeting closest to Heritage Day which is February 16, 2015. The names of the award recipients are published in a media release, listed on the City's website and advertised in the Regina *Leader-Post*.

DELEGATED AUTHORITY

City Council has authorized the MHAC to select Municipal Heritage Award recipients.

Respectfully submitted,

MUNICIPAL HERITAGE ADVISORY COMMITTEE

A handwritten signature in black ink, appearing to read 'Ashley Thompson', followed by a horizontal line.

Ashley Thompson, Secretary

NOTICE OF MOTION

February 23, 2015

Chief Legislative Officer & City Clerk
City Hall
Regina, Saskatchewan

Dear Sir:

Please be advised that I will submit the following MOTION at the meeting of City Council on Monday, February 23, 2015.

Re: Change in Budget Timeframe

WHEREAS, in accordance with *The Cities Act*, a Council shall adopt an operating and capital budget for each financial year; and

WHEREAS, City Council debates both the capital and operating budget for each calendar year; and

WHEREAS, City Council would like to present a long-term planning approach to the citizens of Regina; and

WHEREAS, many jurisdictions have undertaken an approach for budgeting that occurs beyond a single year plan; and

WHEREAS, Council has already begun a process whereby the capital plan for the City of Regina is displayed for numerous years in budget document;

THEREFORE BE IT RESOLVED that the Administration prepare a report no later than the third quarter of 2015 describing the features, benefits and potential work plan associated with producing a multi-year budget for the City of Regina beginning in 2017 and return to Executive Committee for Council to consider.

Respectfully submitted,



Mike O'Donnell
Councillor - Ward 8

NOTICE OF MOTION

February 23, 2015

Chief Legislative Officer & City Clerk
City Hall
Regina, Saskatchewan

Dear Sir:

Please be advised that I will submit the following MOTION at the meeting of City Council on Monday, February 23, 2015.

Re: Inquiry or Round Table into Missing and Murdered Indigenous Women

WHEREAS the City of Regina recognizes the issue of missing and murdered Indigenous women is of significant concern for the Regina community; and

WHEREAS Saskatchewan Urban Municipalities Association members have joined with voices in their communities calling for an inquiry or round table into missing and murdered Indigenous women.

THEREFORE BE IT RESOLVED that Regina City Council join with voices across the country in calling for an inquiry or round table into missing and murdered Indigenous women.

Respectfully submitted by Mayor Michael Fougere and members of Regina City Council.

BYLAW NO. 2015-11

THE HOUSING INCENTIVE PROGRAM TAX EXEMPTION BYLAW, 2015

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 and the Downtown Residential Incentive Policy.

Authority

- 2 The authority for this Bylaw is section 262(4) of *The Cities Act*.

Exemption

- 3 The following properties are exempt from taxation equal to 100 percent of the property taxes otherwise payable on each property, commencing January 1, 2015 and concluding December 31, 2019, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

- (a) the property located at 402 A 1853 Hamilton Street and legally described as:

Condominium Parcel 164697586
Unit 13
Condominium Plan 102012163, Extension 0
As described on Certificate of Title 140871809

- (b) the property located at 402 B 1853 Hamilton Street and legally described as:

Condominium Parcel 164697586
Unit 14
Condominium Plan 102012163, Extension 0
As described on Certificate of Title 140871900

- (c) the property located at 501 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 5 and 90 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145952444 and 145952455

- (d) the property located at 502 2055 Rose Street and legally described as:

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

City Solicitor

Condominium Parcel 202968265
Units 1 and 74 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145575782 and 145575793

- (e) the property located at 503 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 6 and 151 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145578954 and 145578965

- (f) the property located at 504 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 2 and 185 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145927693 and 145927705

- (g) the property located at 505 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 7 and 105 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145639547 and 145639569

- (h) the property located at 506 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 3 and 187 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145927110 and 145927121

- (i) the property located at 507 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 8 and 111 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145617778 and 145617802

- (j) the property located at 508 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 4 and 84 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145728546 and 145728557

- (k) the property located at 601 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 13 and 72 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145613493 and 145613538

- (l) the property located at 602 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 9 and 65 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145896924 and 145896935

- (m) the property located at 604 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 10 and 125 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145467041 and 145467063

- (n) the property located at 605 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 15 and 189 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145926962 and 145926973

- (o) the property located at 606 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 11 and 136 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145927413 and 145927424

- (p) the property located at 607 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 16 and 144 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145630199 and 145630212

- (q) the property located at 608 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 12 and 193 (Parking)

Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145338206 and 145338217

- (r) the property located at 703 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 22 and 101 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145715597 and 145715609

- (s) the property located at 704 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 18 and 166 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145929088 and 145929099

- (t) the property located at 706 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 19 and 184 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145927165 and 145927176

- (u) the property located at 708 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 20 and 70 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 146014871 and 146014893

- (v) the property located at 801 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 29 and 168 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145219147 and 145409261

- (w) the property located at 802 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 25 and 140 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145620918 and 145620929

- (x) the property located at 803 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 30 and 142 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 146014523 and 146014657

- (y) the property located at 804 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 26 and 182 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 146014499 and 146014770

- (z) the property located at 806 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 27 and 180 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 146014512 and 146014747

- (aa) the property located at 808 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 28 and 116 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145929123 and 145929134

- (bb) the property located at 901 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 37 and 96 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145691747 and 145691758

- (cc) the property located at 902 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 33 and 118 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145489821, 145489810, 145489854
and 145489843

- (dd) the property located at 903 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 38 and 127 (Parking)
Condominium Plan 102156847, Extension 0

As described on Certificates of Title 145724496 and 145724519

- (ee) the property located at 904 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 34 and 178 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145850531 and 145850542

- (ff) the property located at 906 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 35 and 94 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145850597 and 145850609

- (gg) the property located at 907 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 40 and 112 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145927862 and 145927873

- (hh) the property located at 908 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 36 and 164 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145850711 and 145850722

- (ii) the property located at 1001 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 45 and 76 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145774750 and 145774761

- (jj) the property located at 1002 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 41 and 78 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145594132 and 145594143

- (kk) the property located at 1003 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 46 and 109 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145896957 and 145896968

- (ll) the property located at 1004 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 42 and 171 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145850643 and 145850654

- (mm) the property located at 1005 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 47 and 99 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145265340 and 145623269

- (nn) the property located at 1006 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 43 and 173 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145850676 and 145850698

- (oo) the property located at 1007 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 14 and 107 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145087656 and 145738479

- (pp) the property located at 1008 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 44 and 175 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145341345 and 145341457

- (qq) the property located at 1101 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 53 and 92 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145938673 and 145938684

- (rr) the property located at 1102 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 49 and 88 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145575254 and 145575265

- (ss) the property located at 1104 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 50 and 114 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 146014545 and 146014624

- (tt) the property located at 1105 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 55 and 134 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145751744 and 145753926

- (uu) the property located at 1106 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 51 and 162 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 146014578 and 146014725

- (vv) the property located at 1107 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 56 and 149 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145927895 and 145927907

- (ww) the property located at 1108 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 52 and 153 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145927367 and 145927378

- 4 The following properties are exempt from taxation equal to 100 percent of the property taxes otherwise payable on each property, commencing January 1, 2015 and concluding December 31, 2019, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

- (a) the property located at 1169 Atkinson Street and legally described as:

Surface Parcel 106991679
Lot 18
Block 10
Plan F1625, Extension 0
As described on Certificate of Title 92R38505

- (b) the property located at 1044 Broder Street and legally described as:

Surface Parcel 106982242
Lot 29
Block 5
Plan F1625, Extension 0
As described on Certificate of Title 00RA22856

- (c) the property located at 1078 Edgar Street and legally described as:

Surface Parcel 106980510
Lot 21
Block 3
Plan F1625, Extension 0
As described on Certificate of Title 00RA28192

Surface Parcel 106981511
Lot 22
Block 3
Plan F1625, Extension 0
As described on Certificate of Title 00RA28192

- (d) the property located at 1133 Wallace Street and legally described as:

Surface Parcel 106991231
Lot 9
Block 9
Plan F1625, Extension 0
As described on Certificate of Title 00RA26943

Surface Parcel 111539033
Lot 53
Block 9
Plan 101149073, Extension 2
As described on Certificate of Title 00RA26943, description 2

- 5 The following properties are exempt from taxation equal to 90 percent of the property taxes otherwise payable on each property, commencing January 1, 2015

and concluding December 31, 2017, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

- (a) the property located at 203 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 13 and 169 (Parking)
Condominium Plan 102159525, Extension 0
As described on Certificates of Title 146107380 and 146107403

- (b) the property located at 208 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 18 and 170 (Parking)
Condominium Plan 102159525, Extension 0
As described on Certificates of Title 145577953 and 145577964

- (c) the property located at 302 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 20 and 117 (Parking)
Condominium Plan 102159525, Extension 0
As described on Certificates of Title 145586739 and 145586740

- (d) the property located at 303 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 21 and 123 (Parking)
Condominium Plan 102159525, Extension 0
As described on Certificates of Title 145639402 and 145639479

- (e) the property located at 307 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 25 and 163 (Parking)
Condominium Plan 102159525, Extension 0
As described on Certificates of Title 145602727 and 145602749

- (f) the property located at 308 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 26 and 97 (Parking)
Condominium Plan 102159525, Extension 0
As described on Certificates of Title 145591106 and 145591128

- (g) the property located at 403 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 29 and 148 (Parking)
Condominium Plan 102159525, Extension 0
As described on Certificates of Title 145753544 and 145753566

- (h) the property located at 505 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 39 and 109 (Parking)
Condominium Plan 102159525, Extension 0
As described on Certificates of Title 145823306 and 145823317

- (i) the property located at 506 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 40 and 160 (Parking)
Condominium Plan 102159525, Extension 0
As described on Certificates of Title 145678786 and 145680127

- (j) the property located at 507 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 41 and 89 (Parking)
Condominium Plan 102159525, Extension 0
As described on Certificates of Title 145580115 and 145580126

- (k) the property located at 603 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 45 and 83 (Parking)
Condominium Plan 102159525, Extension 0
As described on Certificates of Title 145664185 and 145664196

- (l) the property located at 607 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 49 and 102 (Parking)
Condominium Plan 102159525, Extension 0
As described on Certificates of Title 145643867 and 145643878

- (m) the property located at 701 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 51 and 111 (Parking)
Condominium Plan 102159525, Extension 0
As described on Certificates of Title 145871815 and 145871826

- (n) the property located at 702 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 52 and 147 (Parking)
Condominium Plan 102159525, Extension 0
As described on Certificates of Title 145759461 and 145759472
- (o) the property located at 705 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 55 and 122 (Parking)
Condominium Plan 102159525, Extension 0
As described on Certificates of Title 145801010 and 145801021
- (p) the property located at 707 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 57 and 99 (Parking)
Condominium Plan 102159525, Extension 0
As described on Certificates of Title 145815116 and 145815127
- (q) the property located at 708 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 58 and 93 (Parking)
Condominium Plan 102159525, Extension 0
As described on Certificates of Title 145693996 and 145693985
- (r) the property located at 801 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 59 and 129 (Parking)
Condominium Plan 102159525, Extension 0
As described on Certificates of Title 145632955 and 145632977
- (s) the property located at 803 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 61 and 156 (Parking)
Condominium Plan 102159525, Extension 0
As described on Certificates of Title 145886709 and 145886800
- (t) the property located at 804 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 62 and 167 (Parking)

Condominium Plan 102159525, Extension 0
As described on Certificates of Title 145658616 and 145658627

- (u) the property located at 806 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 63 and 86 (Parking)
Condominium Plan 102159525, Extension 0
As described on Certificates of Title 145886327 and 145886338

- (v) the property located at 903 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 69 and 127 (Parking)
Condominium Plan 102159525, Extension 0
As described on Certificates of Title 145816779 and 145816791

- (w) the property located at 905 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 71 and 137 (Parking)
Condominium Plan 102159525, Extension 0
As described on Certificates of Title 145885933 and 145886035

- (x) the property located at 908 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 74 and 138 (Parking)
Condominium Plan 102159525, Extension 0
As described on Certificates of Title 145906588 and 145906599

- (y) the property located at 126 DeMarco Pointe Lane and legally described as:

Condominium Parcel 166225631
Unit 11
Condominium Plan 102101184, Extension 0
As described on Certificate of Title 145466411

- (z) the property located at 135 DeMarco Pointe Lane and legally described as:

Condominium Parcel 166225631
Unit 13
Condominium Plan 102101184, Extension 0
As described on Certificate of Title 145879172

- (aa) the property located at 143 DeMarco Pointe Lane and legally described as:

Condominium Parcel 166225631
Unit 15
Condominium Plan 102101184, Extension 0
As described on Certificate of Title 145443427

- (bb) the property located at 147 DeMarco Pointe Lane and legally described as:

Condominium Parcel 166225631
Unit 16
Condominium Plan 102101184, Extension 0
As described on Certificate of Title 145182753

- (cc) the property located at 151 DeMarco Pointe Lane and legally described as:

Condominium Parcel 166225631
Unit 17
Condominium Plan 102101184, Extension 0
As described on Certificate of Title 144549861

- (dd) the property located at 159 DeMarco Pointe Lane and legally described as:

Condominium Parcel 166225631
Unit 19
Condominium Plan 102101184, Extension 0
As described on Certificate of Title 144506932

- (ee) the property located at 201 1220 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 89
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 144863242

- (ff) the property located at 202 1220 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 94
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 144789250

- (gg) the property located at 203 1220 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 90
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 144897979

- (hh) the property located at 204 1220 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 93
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 144796674

- (ii) the property located at 205 1220 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 91
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 144883097

- (jj) the property located at 206 1220 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 92
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 144823877

- (kk) the property located at 207 1220 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 100
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 144761104

- (ll) the property located at 208 1220 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 101
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 144761384

- (mm) the property located at 209 1220 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 99
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 144791006

- (nn) the property located at 210 1220 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 102

Condominium Plan 102113963, Extension 0
As described on Certificate of Title 144784200

- (oo) the property located at 211 1220 Empress Street and legally described as:
Condominium Parcel 202755832
Unit 98
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 144912764
- (pp) the property located at 212 1220 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 103
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 144808184
- (qq) the property located at 214 1220 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 104
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 144808498
- (rr) the property located at 215 1220 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 96
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 144878822
- (ss) the property located at 217 1220 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 95
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 144862892
- (tt) the property located at 218 1220 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 106
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 144826375
- (uu) the property located at 301 1225 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 108
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 145081256

- (vv) the property located at 302 1225 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 113
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 145045818

- (ww) the property located at 303 1225 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 109
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 145203768

- (xx) the property located at 304 1225 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 112
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 145101990

- (yy) the property located at 305 1225 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 110
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 145189772

- (zz) the property located at 306 1225 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 111
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 145167970

- (aaa) the property located at 307 1225 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 114
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 145024882

(bbb) the property located at 308 1225 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 125
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 145032971

(ccc) the property located at 309 1225 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 115
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 144999017

(ddd) the property located at 310 1225 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 124
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 145034502

(eee) the property located at 311 1225 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 116
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 145194802

(fff) the property located at 312 1225 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 123
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 145090515

(ggg) the property located at 313 1225 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 117
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 145198996

(hhh) the property located at 314 1225 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 122

Condominium Plan 102113963, Extension 0
As described on Certificate of Title 145074472

- (iii) the property located at 315 1225 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 118
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 145187208

- (jjj) the property located at 316 1225 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 121
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 145142186

- (kkk) the property located at 317 1225 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 119
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 145147642

- (lll) the property located at 318 1225 Empress Street and legally described as:

Condominium Parcel 202755832
Unit 120
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 145119494

- (mmm) the property located at 1249 Grey Street and legally described as:

Condominium Parcel 202755832
Unit 75
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 144860632

- (nnn) the property located at 1269 Grey Street and legally described as:

Condominium Parcel 202755832
Unit 87
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 144600791

- (ooo) the property located at 1273 Grey Street and legally described as:

Condominium Parcel 202755832
Unit 86
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 144618329

(ppp) the property located at 1277 Grey Street and legally described as:

Condominium Parcel 202755832
Unit 85
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 144625248

(qqq) the property located at 1281 Grey Street and legally described as:

Condominium Parcel 202755832
Unit 84
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 144634170

(rrr) the property located at 1285 Grey Street and legally described as:

Condominium Parcel 202755832
Unit 83
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 144645891

(sss) the property located at 1289 Grey Street and legally described as:

Condominium Parcel 202755832
Unit 82
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 144712863

(ttt) the property located at 1293 Grey Street and legally described as:

Condominium Parcel 202755832
Unit 81
Condominium Plan 102113963, Extension 0
As described on Certificate of Title 144660012

6 The following properties are exempt from taxation equal to 100 percent of the property taxes otherwise payable on each property, commencing January 1, 2015 and concluding December 31, 2019 unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

(a) the property located at 1158 Broder Street and legally described as:

Surface Parcel 106991837
Lot 25
Block 10
Plan F1625, Extension 0
As described on Certificate of Title 00RA16582

Surface Parcel 106991826
Lot 26
Block 10
Plan F1625, Extension 0
As described on Certificate of Title 00RA16582

- 7 The following properties are exempt from taxation equal to 90 percent of the property taxes otherwise payable on each property, commencing January 1, 2015 and concluding December 31, 2017 unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

- (a) the property located at 325 Halifax Street and legally described as:

Surface Parcel 107191436
Lot 38
Block 19A
Plan AY5450, Extension 0
As described on Certificate of Title 87R04931

- (b) the property located at 262 St. John Street and legally described as:

Surface Parcel 107157595
Lot 24
Block 30
Plan AY5450, Extension 0
As described on Certificate of Title 01RA18726

- (c) the property located at 235 Toronto Street and legally described as:

Surface Parcel 107189028
Lot 12
Block 27
Plan AY5450, Extension 0
As described on Certificate of Title 85R52193B

- 8 The following properties are exempt from taxation equal to 100 percent of the property taxes otherwise payable on each property, commencing January 1, 2015 and concluding December 31, 2019, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

- (a) the property located at 19 4537 Delhaye Way and legally described as:

Condominium Parcel 202978200
Unit 1
Condominium Plan 102161742, Extension 0
As described on Certificate of Title 145630122

- (b) the property located at 20 4537 Delhaye Way and legally described as:

Condominium Parcel 202978200
Unit 2
Condominium Plan 102161742, Extension 0
As described on Certificate of Title 145661407

- (c) the property located at 21 4537 Delhaye Way and legally described as:

Condominium Parcel 202978200
Unit 3
Condominium Plan 102161742, Extension 0
As described on Certificate of Title 145639783

- (d) the property located at 23 4537 Delhaye Way and legally described as:

Condominium Parcel 202978200
Unit 5
Condominium Plan 102161742, Extension 0
As described on Certificate of Title 145646017

- (e) the property located at 25 4537 Delhaye Way and legally described as:

Condominium Parcel 202978200
Unit 7
Condominium Plan 102161742, Extension 0
As described on Certificate of Title 145653475

- (f) the property located at 26 4537 Delhaye Way and legally described as:

Condominium Parcel 202978200
Unit 8
Condominium Plan 102161742, Extension 0
As described on Certificate of Title 145667818

- (g) the property located at 2 4545 Delhaye Way and legally described as:

Condominium Parcel 202962382
Unit 2

Condominium Plan 102156982, Extension 0
As described on Certificate of Title 145437037

- (h) the property located at 4 4545 Delhaye Way and legally described as:

Condominium Parcel 202962382
Unit 4
Condominium Plan 102156982, Extension 0
As described on Certificate of Title 145435473

- (i) the property located at 6 4545 Delhaye Way and legally described as:

Condominium Parcel 202962382
Unit 6
Condominium Plan 102156982, Extension 0
As described on Certificate of Title 145454902

- (j) the property located at 670 Garnet Street and legally described as:

Surface Parcel 109592354
Lot 35
Block 2
Plan H4670, Extension 0
As described on Certificate of Title 87R21830

- (k) the property located at 672 Garnet Street and legally described as:

Surface Parcel 109592365
Lot 34
Block 2
Plan H4670, Extension 0
As described on Certificate of Title 87R21830

- (l) the property located at 615 Wascana Street and legally described as:

Surface Parcel 109711436
Lot 5
Block 58
Plan H4669, Extension 0
As described on Certificate of Title 94R29418

- (m) the property located at 617 Wascana Street and legally described as:

Surface Parcel 109732844
Lot 6
Block 58

Plan H4669, Extension 0
As described on Certificate of Title 94R29418

- 9 The following properties are exempt from taxation equal to 25 percent of the property taxes otherwise payable on each property, commencing January 1, 2015 and concluding December 31, 2019, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

- (a) the property located at 1152 Cameron Street and legally described as:

Surface Parcel 111409174
Lot 25
Block 110
Plan 101176534, Extension 5
As described on Certificate of Title 91R53211C, description 5

- (b) the property located at 223 Douglas Crescent and legally described as:

Surface Parcel 107184089
Lot 23
Block 15
Plan FP620, Extension 0
As described on Certificate of Title 90R65113

- (c) the property located at 2714 Francis Street and legally described as:

Surface Parcel 107180311
Lot 37
Block 59
Plan U2439, Extension 0
As described on Certificate of Title 65R23255

- (d) the property located at 4501 E. Green Apple Drive and legally described as:

Surface Parcel 166227868
Lot 11
Block 23
Plan 102102387, Extension 0
As described on Certificate of Title 145233659

- (e) the property located at 4505 E. Green Apple Drive and legally described as:

Surface Parcel 166228825
Lot 10

Block 23
Plan 102102387, Extension 0
As described on Certificate of Title 145573768

- (f) the property located at 3857 Green Moss Bay and legally described as:

Surface Parcel 166220300
Lot 58
Block 8
Plan 102099281, Extension 0
As described on Certificate of Title 145894304

- (g) the property located at 3861 Green Moss Bay and legally described as:

Surface Parcel 166220131
Lot 59
Block 8
Plan 102099281, Extension 0
As described on Certificate of Title 145928874

- (h) the property located at 101 Halifax Street and legally described as:

Surface Parcel 112156028
Lot 1
Block 35
Plan AY5450, Extension 3
As described on Certificate of Title 82R51005

- (i) the property located at 105 Halifax Street and legally described as:

Surface Parcel 107153759
Lot 2
Block 35
Plan AY5450, Extension 0
As described on Certificate of Title 82R51005

- (j) the property located at 132 McKee Crescent and legally described as:

Surface Parcel 107009120
Lot 18
Block 10
Plan 61R26805, Extension 0
As described on Certificate of Title 01RA16686

- (k) the property located at 158 Osler Street and legally described as:

Surface Parcel 107156785
Lot 26
Block 33
Plan AY5450, Extension 0
As described on Certificate of Title 96R50597

Surface Parcel 112208992
Lot 27
Block 33
Plan AY5450, Extension 26
As described on Certificate of Title 96R50597, description 26

- (l) the property located at 2112 Princess Street and legally described as:

Surface Parcel 202782113
Lot 52
Block 391
Plan 102122277, Extension 0
As described on Certificate of Title 144653328

- (m) the property located at 2114 Princess Street and legally described as:

Surface Parcel 202782102
Lot 53
Block 391
Plan 102122277, Extension 0
As described on Certificate of Title 144706529

- (n) the property located at 2236 Queen Street and legally described as:

Surface Parcel 112248637
Lot 31
Block 447A
Plan DV4420, Extension 0
As described on Certificate of Title 99RA20106

Surface Parcel 112248659
Lot 32
Block 447A
Plan DV4420, Extension 73
As described on Certificate of Title 99RA20106, description 73

- (o) the property located at 417 Robinson Street and legally described as:

Surface Parcel 166194513
Lot 47

Block 29
Plan 102097492, Extension 0
As described on Certificate of Title 143239046

- (p) the property located at 1752 York Street and legally described as:

Surface Parcel 202841715
Lot 39
Block 10
Plan 102137712, Extension 0
As described on Certificate of Title 144207389

- 10 The following properties are exempt from taxation equal to 100 percent of the property taxes otherwise payable on each property, commencing January 1, 2015 and concluding December 31, 2019, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

- (a) the property located at 2071 Francis Street and legally described as:

Surface Parcel 107290009
Lot 36
Block 35
Plan DV270, Extension 0
As described on Certificate of Title 98RA01942

- (b) the property located at 552 Toronto Street and legally described as:

Surface Parcel 166142066
Lot 35
Block 5
Plan 102088021, Extension 0
As described on Certificate of Title 143420127

- (c) the property located at 556 Toronto Street and legally described as:

Surface Parcel 166142055
Lot 34
Block 5
Plan 102088021, Extension 0
As described on Certificate of Title 143420116

- 11 The following properties are exempt from taxation equal to 100 percent of the property taxes otherwise payable on each property, commencing January 1, 2015 and concluding December 31, 2019, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

- (a) the property located at 5429 Aerial Crescent and legally described as:

Surface Parcel 166117372
Lot 9
Block 33
Plan 102082733, Extension 0
As described on Certificate of Title 144642786

- (b) the property located at 5433 Aerial Crescent and legally described as:

Surface Parcel 166118418
Lot 8
Block 33
Plan 102082733, Extension 0
As described on Certificate of Title 144597213

- (c) the property located at 648 Argyle Street and legally described as:

Surface Parcel 109587796
Lot 41
Block 62
Plan H4669, Extension 0
As described on Certificate of Title 97R75099

- (d) the property located at 650 Argyle Street and legally described as:

Surface Parcel 109587808
Lot 40
Block 62
Plan H4669, Extension 0
As described on Certificate of Title 97R75099

- (e) the property located at 939 Athol Street and legally described as:

Surface Parcel 109595773
Lot 10
Block 31
Plan H4670, Extension 0
As described on Certificate of Title 87R23338

- (f) the property located at 1165 Athol Street and legally described as:

Surface Parcel 112346164
Lot 41
Block 109
Plan 101208103, Extension 5

As described on Certificate of Title 98RA05679, description 5

Surface Parcel 112346142

Lot 42

Block 109

Plan 101208103, Extension 4

As described on Certificate of Title 98RA05679, description 4

- (g) the property located at 979 Atkinson Street and legally described as:

Surface Parcel 106983513

Lot 20

Block 10

Plan T4085, Extension 0

As described on Certificate of Title 98RA07188

- (h) the property located at 1145 Broder Street and legally described as:

Surface Parcel 106981195

Lot 12

Block 11

Plan X464, Extension 0

As described on Certificate of Title 97R51621

- (i) the property located at 1149 Broder Street and legally described as:

Surface Parcel 106981207

Lot 13

Block 11

Plan X464, Extension 0

As described on Certificate of Title 97R51621

- (j) the property located at 2188 Broder Street and legally described as:

Surface Parcel 107202978

Lot 22

Block 25

Plan DV270, Extension 0

As described on Certificate of Title 45AQP

- (k) the property located at 2190 Broder Street and legally described as:

Surface Parcel 107202990

Lot 21

Block 25

Plan DV270, Extension 0

As described on Certificate of Title 45AQP

- (l) the property located at 697 Cameron Street and legally described as:

Surface Parcel 109593175
Lot 27
Block 4
Plan H4670, Extension 0
As described on Certificate of Title 01RA18728

- (m) the property located at 701 Cameron Street and legally described as:

Surface Parcel 109600916
Lot 1
Block 13
Plan H4670, Extension 0
As described on Certificate of Title 01RA18730

- (n) the property located at 705 Cameron Street and legally described as:

Surface Parcel 109601546
Lot 2
Block 13
Plan H4670, Extension 0
As described on Certificate of Title 01RA18730

- (o) the property located at 1427 Cameron Street and legally described as:

Surface Parcel 109610849
Lot 7
Block 212
Plan Old 33, Extension 0
As described on Certificate of Title 01RA08260

- (p) the property located at 5035 Cessna Way and legally described as:

Surface Parcel 202774248
Lot 21
Block 51
Plan 102119015, Extension 0
As described on Certificates of Title 144737095 and 144737118

- (q) the property located at 5039 Cessna Way and legally described as:

Surface Parcel 202774552
Lot 22

Block 51
Plan 102119015, Extension 0
As described on Certificates of Title 144737130 and 144737129

- (r) the property located at 5043 Cessna Way and legally described as:

Surface Parcel 202774215
Lot 23
Block 51
Plan 102119015, Extension 0
As described on Certificates of Title 144737107 and 144737084

- (s) the property located at 5047 Cessna Way and legally described as:

Surface Parcel 202774732
Lot 24
Block 51
Plan 102119015, Extension 0
As described on Certificates of Title 144737141 and 144737073

- (t) the property located at 829 E Dewdney Avenue and legally described as:

Surface Parcel 112275525
Lot 7
Block 1
Plan AQ5077, Extension 13
As described on Certificate of Title 94R66219, description 13

Surface Parcel 106964411
Lot 8
Block 1
Plan AQ5077, Extension 0
As described on Certificate of Title 94R66219

Surface Parcel 112275558
Lot 45
Block 1
Plan 101253204, Extension 14
As described on Certificate of Title 94R66219, description 14

- (u) the property located at 102 3351 E Eastgate Bay and legally described as:

Condominium Parcel 202941008
Unit 1
Condominium Plan 102150953, Extension 0
As described on Certificate of Title 144749436

- (v) the property located at 202 3351 E Eastgate Bay and legally described as:

Condominium Parcel 202941008
Unit 2
Condominium Plan 102150953, Extension 0
As described on Certificate of Title 144749470
- (w) the property located at 302 3351 E Eastgate Bay and legally described as:

Condominium Parcel 202941008
Unit 5
Condominium Plan 102150953, Extension 0
As described on Certificate of Title 144749571
- (x) the property located at 303 3351 E Eastgate Bay and legally described as:

Condominium Parcel 202941008
Unit 6
Condominium Plan 102150953, Extension 0
As described on Certificate of Title 144749605
- (y) the property located at 312 3351 E Eastgate Bay and legally described as:

Condominium Parcel 202941008
Unit 4
Condominium Plan 102150953, Extension 0
As described on Certificate of Title 144749560
- (z) the property located at 313 3351 E Eastgate Bay and legally described as:

Condominium Parcel 202941008
Unit 3
Condominium Plan 102150953, Extension 0
As described on Certificate of Title 144749548
- (aa) the property located at 2030 Francis Street and legally described as:

Surface Parcel 107036658
Lot 13
Block 34
Plan DV270, Extension 0
As described on Certificate of Title 94R12748
- (bb) the property located at 2710 Francis Street and legally described as:

Surface Parcel 107180322

Lot 38
Block 59
Plan U2439, Extension 0
As described on Certificate of Title 65R23255

- (cc) the property located at 5601 Gordon Road and legally described as:

Surface Parcel 202816032
Block Q
Plan 102130119, Extension 0
As described on Certificate of Title 143935353

- (dd) the property located at 1455 Grey Street and legally described as:

Surface Parcel 109519993
Lot 14
Block 71
Plan Old 218, Extension 0
As described on Certificate of Title 97R72040

- (ee) the property located at 1939 Halifax Street and legally described as:

Surface Parcel 107026679
Lot 11
Block 350
Plan Old 33, Extension 0
As described on Certificate of Title 00RA19784A

- (ff) the property located at 4600 James Hill Road and legally described as:

Surface Parcel 166118193
Lot 1
Block 35
Plan 102082733, Extension 0
As described on Certificate of Title 142760932

- (gg) the property located at 4604 James Hill Road and legally described as:

Surface Parcel 166118395
Lot 2
Block 35
Plan 102082733, Extension 0
As described on Certificate of Title 142987146

- (hh) the property located at 4608 James Hill Road and legally described as:

Surface Parcel 166117967
Lot 3
Block 35
Plan 102082733, Extension 0
As described on Certificate of Title 142987180

- (ii) the property located at 4612 James Hill Road and legally described as:

Surface Parcel 166117855
Lot 4
Block 35
Plan 102082733, Extension 0
As described on Certificate of Title 142987203

- (jj) the property located at 4616 James Hill Road and legally described as:

Surface Parcel 166118159
Lot 5
Block 35
Plan 102082733, Extension 0
As described on Certificate of Title 142987225

- (kk) the property located at 4620 James Hill Road and legally described as:

Surface Parcel 166117822
Lot 6
Block 35
Plan 102082733, Extension 0
As described on Certificate of Title 142987269

- (ll) the property located at 910 Lindsay Street and legally described as:

Surface Parcel 107132396
Lot 38
Block 14
Plan T4085, Extension 0
As described on Certificate of Title 01RA05360

- (mm) the property located at 5920 Little Pine Loop and legally described as:

Surface Parcel 166142088
Block C
Plan 102088009, Extension 0
As described on Certificate of Title 142147920

- (nn) the property located at 2311 McAra Street and legally described as:

Surface Parcel 107303284
Lot 3
Block 74
Plan DV270, Extension 0
As described on Certificate of Title 94R54765

- (oo) the property located at 2313 McAra Street and legally described as:

Surface Parcel 107193865
Lot 4
Block 74
Plan DV270, Extension 0
As described on Certificate of Title 94R54765

- (pp) the property located at 5329 McClelland Drive and legally described as:

Surface Parcel 166222762
Lot 11
Block 39
Plan 102100206, Extension 0
As described on Certificate of Title 143633088

- (qq) the property located at 5333 McClelland Drive and legally described as:

Surface Parcel 166221806
Lot 10
Block 39
Plan 102100206, Extension 0
As described on Certificate of Title 143633123

- (rr) the property located at 161 N McIntyre Street and legally described as:

Surface Parcel 107136536
Lot 9
Block 47
Plan AT654, Extension 0
As described on Certificate of Title 94R26651

- (ss) the property located at 165 N McIntyre Street and legally described as:

Surface Parcel 107136547
Lot 8
Block 47
Plan AT654, Extension 0
As described on Certificate of Title 94R26651

- (tt) the property located at 2160 McIntyre Street and legally described as:
- Surface Parcel 110999830
Lot 37
Block 404
Plan 98RA28309, Extension 0
As described on Certificate of Title 98RA28309AN
- (uu) the property located at 1747/1753 Montreal Street and legally described as:
- Surface Parcel 107033622
Lot 13
Block 294
Plan Old 33, Extension 0
As described on Certificate of Title 84R34182
- Surface Parcel 107033611
Lot 14
Block 294
Plan Old 33, Extension 0
As described on Certificate of Title 97R31451
- (vv) the property located at 540 Osler Street and legally described:
- Surface Parcel 107095002
Lot 21
Block 1
Plan F4996, Extension 0
As described on Certificate of Title 98RA12074
- (ww) the property located at 2112 Osler Street and legally described as:
- Surface Parcel 112004727
Lot 28
Block 412
Plan Old 33, Extension 10
As described on Certificate of Title 77R28849, description 10
- Surface Parcel 112005289
Lot 39
Block 412
Plan 101148162, Extension 33
As described on Certificate of Title 94R35728, description 33
- Surface Parcel 112005302
Lot 40

Block 412
Plan 101148140, Extension 14
As described on Certificate of Title 79R07994, description 14

Surface Parcel 112005324
Lot 41
Block 412
Plan 101148140, Extension 15
As described on Certificate of Title 79R07994, description 15

(xx) the property located at 4502 Padwick Crescent and legally described as:

Surface Parcel 164901360
Lot 15
Block 1
Plan 102027507, Extension 0
As described on Certificate of Title 142896707

(yy) the property located at 4506 Padwick Crescent and legally described as:

Surface Parcel 164900202
Lot 16
Block 1
Plan 102027507, Extension 0
As described on Certificate of Title 143091176

(zz) the property located at 815 Queen Street and legally described as:

Surface Parcel 109713146
Lot 4
Block 44
Plan H4669, Extension 0
As described on Certificate of Title 89R56956

(aaa) the property located at 844 Rae Street and legally described as:

Surface Parcel 109600231
Lot 29
Block 22
Plan H4670, Extension 0
As described on Certificate of Title 94R58305

Surface Parcel 111927764
Lot 52
Block 22
Plan 101220972, Extension 28

As described on Certificate of Title 94R58305, description 38

- (bbb) the property located at 1581 Rae Street and legally described as:

Surface Parcel 109581813
Lot 26
Block 237
Plan Old 33, Extension 0
As described on Certificate of Title 97R20492

- (ccc) the property located at 1371 Retallack Street and legally described as:

Surface Parcel 202941749
Lot 45
Block 173
Plan 102152203, Extension 0
As described on Certificate of Title 144791657

- (ddd) the property located at 1375 Retallack Street and legally described as:

Surface Parcel 202941750
Lot 46
Block 173
Plan 102152203, Extension 0
As described on Certificate of Title 144791679

- (eee) the property located at 1379 Retallack Street and legally described as:

Surface Parcel 202941738
Lot 47
Block 173
Plan 102152203, Extension 0
As described on Certificate of Title 144791624

- (fff) the property located at 1020 Reynolds Street and legally described as:

Surface Parcel 106981599
Lot B
Block 4
Plan F1625, Extension 0
As described on Certificate of Title 00RA15136

Surface Parcel 112296753
Lot 34
Block 4
Plan F1625, Extension 3

As described on Certificate of Title 00RA15136, description 3

(ggg) the property located at 1024 Reynolds Street and legally described as:

Surface Parcel 106981847

Lot 33

Block 4

Plan F1625, Extension 0

As described on Certificate of Title 00RA15137

Surface Parcel 112301121

Lot 47

Block 4

Plan 101192127, Extension 8

As described on Certificate of Title 00RA15137, description 8

(hhh) the property located at 1925 Reynolds Street and legally described as:

Surface Parcel 107044679

Lot 10

Block 14

Plan G384, Extension 0

As described on Certificate of Title 83R22517

Surface Parcel 111872729

Lot 11

Block 14

Plan G384, Extension 23

As described on Certificate of Title 83R22517, description 23

(iii) the property located at 1058 Robinson Street and legally described as:

Surface Parcel 111878826

Lot 13

Block 90

Plan Old 33, Extension 99

As described on Certificate of Title 90R33396, description 99

(jjj) the property located at 1131 Robinson Street and legally described as:

Surface Parcel 111885992

Lot 40

Block 112

Plan 101178277, Extension 25

As described on Certificate of Title 98RA12903, description 25

(kkk) the property located at 111 N Rose Street and legally described as:

Surface Parcel 164642687
Lot D
Block 3
Plan 102006627, Extension 0
As described on Certificate of Title 138314190

(lll) the property located at 480 St. John Street and legally described as:

Surface Parcel 107094304
Lot 21
Block 14
Plan F4996, Extension 0
As described on Certificate of Title 00RA22320

(mmm) the property located at 158 N. Toronto Street and legally described as:

Surface Parcel 107154503
Lot 39
Block 44
Plan AY5450, Extension 0
As described on Certificate of Title 60R04227

(nnn) the property located at 160 N. Toronto Street and legally described as:

Surface Parcel 107154514
Lot 40
Block 44
Plan AY5450, Extension 0
As described on Certificate of Title 60R04227

(ooo) the property located at 420 Toronto Street and legally described as:

Surface Parcel 107095855
Lot 35
Block 12
Plan F4996, Extension 0
As described on Certificate of Title 96R09524

(ppp) the property located at 424 Toronto Street and legally described as:

Surface Parcel 107095866
Lot 34
Block 12
Plan F4996, Extension 0

As described on Certificate of Title 96R09524

(qqq) the property located at 5302 Universal Crescent and legally described as:

Surface Parcel 166223505

Lot 19

Block 39

Plan 102100206, Extension 0

As described on Certificate of Title 143634337

- 12 The following property is exempt from taxation equal to 90 percent of the property taxes otherwise payable on the property, commencing January 1, 2015 and concluding December 31, 2019, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

(a) the property located at 310 Smith Street and legally described as:

Surface Parcel 107144670

Lot 36

Block 18

Plan BH188, Extension 0

As described on Certificate of Title 87R03563

- 13 The following property is exempt from taxation equal to 100 percent of the property taxes otherwise payable on the property, commencing January 1, 2015 and concluding December 31, 2019, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

(a) the property located at 1341 Arthur Street and legally described as:

Surface Parcel 109542247

Lot 11

Block 53

Plan Old 218, Extension 0

As described on Certificate of Title 98RA11539

(b) the property located at 1345 Arthur Street and legally described as:

Surface Parcel 109542258

Lot 12

Block 53

Plan Old 218, Extension 0

As described on Certificate of Title 98RA11539

(c) the property located at 4524 Dewdney Avenue and legally described as:

Surface Parcel 109543956
Lot 20
Block 77
Plan Old 218, Extension 0
As described on Certificate of Title 97R74392

- (d) the property located at 1251 N. Galloway Street and legally described as:

Surface Parcel 202822466
Block X1
Plan 102132627, Extension 0
As described on Certificate of Title 144002663

- (e) the property located at 1252 N. Galloway Street and legally described as:

Surface Parcel 202822477
Block T1
Plan 102132627, Extension 0
As described on Certificate of Title 144002685

- (f) the property located at 401 Halifax Street and legally described as:

Surface Parcel 107094506
Lot 1
Block 14
Plan F4996, Extension 0
As described on Certificate of Title 99RA30182

- (g) the property located at 403 Halifax Street and legally described as:

Surface Parcel 107094494
Lot 2
Block 14
Plan F4996, Extension 0
As described on Certificate of Title 99RA30182

- (h) the property located at 1251 N McEachern Drive and legally described as:

Surface Parcel 202857251
Block Y1
Plan 102136845, Extension 0
As described on Certificate of Title 145957911

- (i) the property located at 460 Montreal Street and legally described as:

Surface Parcel 166239401

Lot 44
Block 11
Plan 102104233, Extension 0
As described on Certificate of Title 143972006

- (j) the property located at 462 Montreal Street and legally described as:

Surface Parcel 166239399
Lot 45
Block 11
Plan 102104233, Extension 0
As described on Certificate of Title 143972028

- (k) the property located at 464 Montreal Street and legally described as:

Surface Parcel 166239388
Lot 46
Block 11
Plan 102104233, Extension 0
As described on Certificate of Title 143972040

- (l) the property located at 1227 Royal Street and legally described as:

Surface Parcel 109523730
Lot 7
Block 42
Plan Old 218, Extension 0
As described on Certificate of Title 92R53909

- (m) the property located at 1229 Royal Street and legally described as:

Surface Parcel 111848193
Lot 8
Block 42
Plan Old 218, Extension 0
As described on Certificate of Title 92R53909, description 32

Surface Parcel 111848047
Lot 49
Block 42
Plan 101393164, Extension 35
As described on Certificate of Title 89R16739, description 35

- (n) the property located at 1233 Royal Street and legally described as:

Surface Parcel 109523718

Lot 9
 Block 42
 Plan Old 218, Extension 0
 As described on Certificate of Title 89R16739

- (o) the property located at 1237 Royal Street and legally described as:

Surface Parcel 109523707
 Lot 10
 Block 42
 Plan Old 218, Extension 0
 As described on Certificate of Title 89R16739

- (p) the property located at 319 Scarth Street and legally described as:

Surface Parcel 107139517
 Lot 6
 Block 22
 Plan AU4502, Extension 0
 As described on Certificate of Title 00RA07934

- (q) the property located at 510 Toronto Street and legally described as:

Surface Parcel 107131339
 Lot 28
 Block 5
 Plan F4996, Extension 0
 As described on Certificate of Title 93R35034

- (r) the property located at 512 Toronto Street and legally described as:

Surface Parcel 107131340
 Lots 27
 Block 5
 Plan F4996, Extension 0
 As described on Certificate of Title 93R35034

- 14 The exemptions in section 3 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule "A".
- 15 The exemption in sections 4 and 5 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule "B".
- 16 The exemption in sections 6 and 7 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule "C".

- 17 The exemption in section 8 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule "D".
- 18 The exemption in section 9 shall be governed by the form of Tax Exemption Agreement and attached hereto as Schedule "E".
- 19 The exemption in section 10 shall be governed by the form of Tax Exemption Agreement and attached hereto as Schedule "F".
- 20 The exemption in section 11 shall be governed by the form of Tax Exemption Agreement and attached hereto as Schedule "G".
- 21 The exemption in section 12 shall be governed by the form of Tax Exemption Agreement and attached hereto as Schedule "H".
- 22 The exemption in section 13 shall be governed by the form of Tax Exemption Agreement and attached hereto as Schedule "I".
- 23 The exemptions in sections 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 shall apply to a subsequent owner of an exempt property if the new owner is eligible under the Housing Incentive Policy or the Downtown Residential Incentive Policy and complies with the terms of the applicable Tax Exemption Agreement.
- 24 The City Clerk is authorized to sign and seal the Agreements referred to in sections 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 on behalf of the City of Regina.

Coming Into Force

- 25 This Bylaw comes into force on the day of passage of the Bylaw, or on the date the Agreement is executed, whichever is later.

READ A FIRST TIME THIS 23rd DAY OF February 2015.

READ A SECOND TIME THIS 23rd DAY OF February 2015.

READ A THIRD TIME AND PASSED THIS 23rd DAY OF February 2015.

Mayor

City Clerk

(SEAL)

CERTIFIED A TRUE COPY

City Clerk

Schedule "A"

**TAX EXEMPTION AGREEMENT
DOWNTOWN RESIDENTIAL INCENTIVE PROGRAM –
SINGLE FAMILY DWELLING
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;

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

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

"Insert Legal Description"

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 _____ percent of the property taxes levied with respect to the Property, commencing "Date and Year", and concluding "Date and Year", on the condition that the Owner obtain an occupancy permit for the Property by October 31, 2014.

(2) If the Owner fails to obtain an occupancy permit by October 31, 2014, 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 2015 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 2015 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 infill residential development or the conversion of existing buildings to residential purposes.
- 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 used as a residential dwelling unit, unless such change has been expressly approved in writing by the Executive Director;
- (d) 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
- (e) the Owner does not keep the taxes current on portions of the property which are not exempt;

(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 and any subsequent years will become due and owing as of the date of the termination, including any penalties incurred.

(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 Community Planning and Development
PO Box 1790
2476 Victoria Avenue
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 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 assignable without the prior written consent of the City.
- (3) The City may assign this Agreement to a new Owner of the Property who satisfies the criteria established for the tax exemption.

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 by the Parties in separate counterparts, each of which when so executed and delivered to all of the Parties shall be deemed to be and shall be read as a single agreement among the Parties. In addition, execution of this Agreement by any of the Parties may be evidenced by way of a faxed transmission of such Party's signature (which signature may be by separate counterpart), or photocopy of such faxed transmission, and such faxed signature, or photocopy of such faxed signature, shall be deemed to constitute the original signature of such Party of this Agreement.
- 15 Any Party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.
- 16 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"

OR

"Full Name of Owner"

Per: _____ {seal}
Authorized Signing Officer

Date: _____
DD-MMMM-YYYY

Per: _____ {seal}
Authorized Signing Officer

Date: _____
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

OR

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 "Full Name of Owner" 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__, and that I am the subscribing witness thereto;
- 3 I know "Full Name of Owner", 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 – SINGLE FAMILY DWELLING
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;

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

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

"Insert Legal Description"

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 _____ percent of the property taxes levied with respect to the Property, commencing "Date and Year", and concluding "Date and Year", on the condition that the Owner obtain an occupancy permit for the Property by October 31, 2014.

(2) If the Owner fails to obtain an occupancy permit by October 31, 2014, 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 2015 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 2015 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 infill residential development constructed on the Property.
- 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 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 Manager;
 - (d) 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
 - (e) the Owner does not keep the taxes current on portions of the property which are not exempt;
- (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 and any subsequent years will become due and owing as of the date of the termination, including any penalties incurred.
- (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 Community 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 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 assignable without the prior written consent of the City.
- (3) The City may assign this Agreement to a new Owner of the Property who satisfies the criteria established for the tax exemption.

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 by the Parties in separate counterparts, each of which when so executed and delivered to all of the Parties shall be deemed to be and shall be read as a single agreement among the Parties. In addition, execution of this Agreement by any of the Parties may be evidenced by way of a faxed transmission of such Party's signature (which signature may be by separate counterpart), or photocopy of such faxed transmission, and such faxed signature, or photocopy of such faxed signature, shall be deemed to constitute the original signature of such Party of this Agreement.
- 15 Any Party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.
- 16 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"

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 "Full Name of Owner" 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__, and that I am the subscribing witness thereto;
- 3 I know "Full Name of Owner", 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 "C"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM – SINGLE FAMILY DWELLING
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;

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

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

"Insert Legal Description"

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 _____ percent of the property taxes levied with respect to the Property, commencing "Date and Year", and concluding "Date and Year", on the condition that the Owner obtain an occupancy permit for the Property by October 31, 2014.

(2) If the Owner fails to obtain an occupancy permit by October 31, 2014, 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 2015 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 2015 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 infill residential development constructed on the Property.
- 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 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 Manager;
 - (d) 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
 - (e) the Owner does not keep the taxes current on portions of the property which are not exempt;
- (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 and any subsequent years will become due and owing as of the date of the termination, including any penalties incurred.
- (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 Community 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 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 assignable without the 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 by the Parties in separate counterparts, each of which when so executed and delivered to all of the Parties shall be deemed to be and shall be read as a single agreement among the Parties. In addition, execution of this Agreement by any of the Parties may be evidenced by way of a faxed transmission of such Party's signature (which signature may be by separate counterpart), or photocopy of such faxed transmission, and such faxed signature, or photocopy of such faxed signature, shall be deemed to constitute the original signature of such Party of this Agreement.
- 15 Any Party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.
- 16 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"

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 "Full Name of Owner" 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__, and that I am the subscribing witness thereto;
- 3 I know "Full Name of Owner", 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 "D"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM – SINGLE FAMILY DWELLING
INCOME ELIGIBLE HOUSEHOLDS
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;

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

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

"Insert Legal Description"

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 _____ percent of the property taxes levied with respect to the Property, commencing "Date and Year", and concluding "Date and Year", on the condition that the Owner obtain an occupancy permit for the Property by October 31, 2014.

- (2) If the Owner fails to obtain an occupancy permit by October 31, 2014, 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 2015 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 2015 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.
- 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.
- (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;
- (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;

- (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 and any subsequent years will become due and owing as of the date of the termination, including any penalties incurred.
- (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 Community 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 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.

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 by the Parties in separate counterparts, each of which when so executed and delivered to all of the Parties shall be deemed to be and shall be read as a single agreement among the Parties. In addition, execution of this Agreement by any of the Parties may be evidenced by way of a faxed transmission of such Party's signature (which signature may be by separate counterpart), or photocopy of such faxed transmission, and such faxed signature, or photocopy of such faxed signature, shall be deemed to constitute the original signature of such Party of this Agreement.
- 15 Any Party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.
- 16 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"

OR

"Full Name of Owner"

Per: _____
Authorized Signing Officer

{seal}

Date: _____
DD-MMMM-YYYY

Per: _____ {seal} 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

OR

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 "Full Name of Owner" 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__, and that I am the subscribing witness thereto;
- 3 I know "Full Name of Owner", 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 "E"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM –
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;

"Executive Director" means the City's Executive Director of Community Planning and Development or his/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 of 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 _____ percent of the property taxes levied with respect to the Property, commencing "Date and Year", and concluding "Date and Year", 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, 2014.

- (2) If the Owner fails to obtain the Final Occupancy Permit or Letter of Completion by October 31, 2014, 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 2015 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 2015 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. 9250* or a Laneway Dwelling Unit approved by Council.
- (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 5 years from the date of the commencement of the exemption.
- (4) By agreeing to maintain the property as rental for no less than 5 years, the parties acknowledge and agree that the property will not be eligible for condominium conversion for 5 years from the date of commencement of the exemption.
- (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;
 - (d) 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

- (e) the Owner does not keep the taxes current on portions of the Property which are not exempt;
- (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 and any subsequent years will become due and owing as of the date of the termination, including any penalties incurred.
- (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 Community 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 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 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 by the Parties in separate counterparts, each of which when so executed and delivered to all of the Parties shall be deemed to be and shall be read as a single agreement among the Parties. In addition, execution of this Agreement by any of the Parties may be evidenced by way of a faxed transmission of such Party's signature (which signature may be by separate counterpart), or photocopy of such faxed transmission, and such faxed signature, or photocopy of such faxed signature, shall be deemed to constitute the original signature of such Party of this Agreement.
- 15 Any Party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.
- 16 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"

OR

"Full Name of Owner"

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

Per: _____ {seal} 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

OR

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 "Full Name of Owner" 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__, and that I am the subscribing witness thereto;
- 3 I know "Full Name of Owner", 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 "F"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM
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;

"Manager" means Executive Director, Planning and Development or his/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 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 _____ percent of the property taxes levied with respect to the Property, commencing "Date and Year", and concluding "Date and Year", on the condition that the Owner obtain an occupancy permit for the Property by October 31, 2014.

- (2) If the Owner fails to obtain an occupancy permit by October 31, 2014, 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 2015 will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The 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 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 Manager.
- (5) Where the 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 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 2015 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 residential development that has two to four residential units or the redevelopment of an existing property into two to four residential units where all the units are rented.
- (3) 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.
- (4) By agreeing to maintain the property as rental for no less than 5 years, the parties acknowledge and agree that the property will not be eligible for condominium conversion for 5 years from the date of commencement of the exemption.
- (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 Manager with any information, documentation, or access to the Property requested by the 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;
 - (d) 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
 - (e) the Owner does not keep the taxes current on portions of the Property which are not exempt.

- (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 and any subsequent years will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The 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:

Executive Director, 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 Manager in writing within 15 days prior to the transfer of the title in the event that the Property is sold.
- (2) The Parties agree that the rights and obligations granted and agreed to herein shall be appurtenant to, pass with, extend and be annexed to and run with and bind the Owner's Lands and every part thereof and shall also bind the Owner and its heirs, executors, successors, assigns, lessees, sublessees and licensees, all successors in title to all or any portion of the Owner's Lands or interest therein, whether as trustee

or otherwise, and any other persons, firms, corporations or organizations having at any time any right of use, occupancy or possession of all or any portion of the Owner's Lands. The City may, at the City's own expense, register in the Saskatchewan Land Registry an interest in land based on this Agreement as against the title(s) to the Owner's Lands.

- (3) This Agreement shall enure to the benefit of and be binding upon the parties and their heirs, executors, successors and permitted assigns. The rights and obligations of each party shall not be assignable unless such assignment has been consented to by each of the other parties, whose consent may in the unfettered discretion of such parties be withheld. Any transferee of any shares in the capital of a party that is a corporation shall be deemed to be a party to this Agreement and shall be governed hereby in the same manner and to the same extent as the parties which are signatory hereto. The Owner agrees that it shall cause any transferee, nominee or agent having been transferred an ownership interest in and to the lands (a **"Permitted Transferee"**) to assume and be bound by all of the terms and obligations contained in this Agreement as if such Permitted Transferee had entered into this Agreement in the place and stead of the Owner.

Amendments

- 12(1) The Agreement may be amended by written agreement between the Parties.
- (2) For the purposes of subsection (1), the 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 have been granted to the Owner.
- 14 This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered to all of the Parties shall be deemed to be and shall be read as a single agreement among the Parties. In addition, execution of this Agreement by any of the Parties may be evidenced by way of a faxed transmission of such Party's signature (which signature may be by separate counterpart), or photocopy of such faxed transmission, and such faxed signature, or photocopy of such faxed signature, shall be deemed to constitute the original signature of such Party of this Agreement.
- 15 Any Party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.

- 16 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 the Parties have executed the Agreement on the date first written above.

CITY OF REGINA

{seal}

City Clerk

Witness

"Full name of Owner"

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 "Full Name of Owner" 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__, and that I am the subscribing witness thereto;
- 3 I know "Full Name of Owner", 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 "G"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM – 2 or more UNITS
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;

"Executive Director" means the City's Executive Director of Community Planning and Development or his/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 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 _____ percent of the property taxes levied with respect to the Property, commencing "Date and Year", and concluding "Date and Year", on the condition that the Owner obtain an occupancy permit for the Property by October 31, 2014.

- (2) If the Owner fails to obtain an occupancy permit by October 31, 2014, 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 2015 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 2015 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 residential development that has two or more residential units or the redevelopment of an existing property into two or more residential units where all the units are rented.
- (3) 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.
- (4) By agreeing to maintain the property as rental for no less than 5 years, the parties acknowledge and agree that the property will not be eligible for condominium conversion for 5 years from the date of commencement of the exemption.
- (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 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;
- (d) 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
- (e) the Owner does not keep the taxes current on portions of the Property which are not exempt.

- (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 and any subsequent years will become due and owing as of the date of the termination, including any penalties incurred.
- (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 Community 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) The Parties agree that the rights and obligations granted and agreed to herein shall be appurtenant to, pass with, extend and be annexed to and run with and bind the Owner's Lands and every part thereof and shall also bind the Owner and its heirs, executors, successors, assigns, lessees, sublessees and licensees, all successors in title to all or any portion of the Owner's Lands or interest therein, whether as trustee

or otherwise, and any other persons, firms, corporations or organizations having at any time any right of use, occupancy or possession of all or any portion of the Owner's Lands. The City may, at the City's own expense, register in the Saskatchewan Land Registry an interest in land based on this Agreement as against the title(s) to the Owner's Lands.

- (3) This Agreement shall enure to the benefit of and be binding upon the parties and their heirs, executors, successors and permitted assigns. The rights and obligations of each party shall not be assignable unless such assignment has been consented to by each of the other parties, whose consent may in the unfettered discretion of such parties be withheld. Any transferee of any shares in the capital of a party that is a corporation shall be deemed to be a party to this Agreement and shall be governed hereby in the same manner and to the same extent as the parties which are signatory hereto. The Owner agrees that it shall cause any transferee, nominee or agent having been transferred an ownership interest in and to the lands (a **"Permitted Transferee"**) to assume and be bound by all of the terms and obligations contained in this Agreement as if such Permitted Transferee had entered into this Agreement in the place and stead of the Owner.

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 by the Parties in separate counterparts, each of which when so executed and delivered to all of the Parties shall be deemed to be and shall be read as a single agreement among the Parties. In addition, execution of this Agreement by any of the Parties may be evidenced by way of a faxed transmission of such Party's signature (which signature may be by separate counterpart), or photocopy of such faxed transmission, and such faxed signature, or photocopy of such faxed signature, shall be deemed to constitute the original signature of such Party of this Agreement.
- 15 Any Party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.

- 16 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 the Parties have executed the Agreement on the date first written above.

CITY OF REGINA

{seal}

City Clerk

Witness

"Full name of Owner"

OR

"Full Name of Owner"

Per: _____
Authorized Signing Officer

{seal}

Date: _____
DD-MMMM-YYYY

Per: _____
Authorized Signing Officer

{seal}

Date: _____
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

OR

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 "Full Name of Owner" 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__, and that I am the subscribing witness thereto;
- 3 I know "Full Name of Owner", 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 "H"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM – 2 or more UNITS - Grandfathered
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;

"Executive Director" means the City's Executive Director of Community Planning and Development or his/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 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 _____ percent of the property taxes levied with respect to the Property, commencing "Date and Year", and concluding "Date and Year", on the condition that the Owner obtain an occupancy permit for the Property by October 31, 2014.

- (2) If the Owner fails to obtain an occupancy permit by October 31, 2014, 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 2015 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 2015 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 residential development that has two or more residential units or the redevelopment of an existing property into two or more residential units where all the units are rented.
- (3) 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.
- (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 commencement of the exemption.
- (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 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;
- (d) 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
- (e) the Owner does not keep the taxes current on portions of the Property which are not exempt.

- (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 and any subsequent years will become due and owing as of the date of the termination, including any penalties incurred.
- (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 Community 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 transferrable to a subsequent Owner.

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 by the Parties in separate counterparts, each of which when so executed and delivered to all of the Parties shall be deemed to be and shall be read as a single agreement among the Parties. In addition, execution of this Agreement by any of the Parties may be evidenced by way of a faxed transmission of such Party's signature (which signature may be by separate counterpart), or photocopy of such faxed transmission, and such faxed signature, or photocopy of such faxed signature, shall be deemed to constitute the original signature of such Party of this Agreement.
- 15 Any Party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.
- 16 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 the Parties have executed the Agreement on the date first written above.

CITY OF REGINA

{seal}

City Clerk

Witness

"Full name of Owner"

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 "Full Name of Owner" 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__, and that I am the subscribing witness thereto;
- 3 I know "Full Name of Owner", 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 "I"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM
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.

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

"Property" means the real property located at "Insert Residential Address", and legally described as:

"Insert Legal Description"
and includes any units established through a subsequent re-division of the Property;

"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 _____ percent of the property taxes levied with respect to the residential portion of the Property, commencing "Date and Year", and concluding "Date and Year", on

the condition that the Owner obtain an occupancy permit for the Property by October 31, 2014.

- (2) If the Owner fails to obtain an occupancy permit by October 31, 2014, 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 2015 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 2015 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 residential developments that have five or more units.
- (3) The exemption provided for under this agreement is being provided on the basis that 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.
- (4) By agreeing to maintain the property as rental for no less than 5 years, the parties acknowledge and agree that the property will not be eligible for condominium conversion for 5 years from the date of commencement of the exemption.
- (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 an occupancy permit by the deadline set out in this Agreement unless this deadline has been extended in accordance with this Agreement.
- 8 The Owner shall ensure that the Property meets or exceeds any energy efficiency and water conservation requirements outlined by the Executive Director.
- 9 The Owner shall ensure that there is one station in or on the Property dedicated to the separation and collection of materials for recycling and composting.

Continuation

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

Cessation or termination

- 11(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 applies for conversion of the Property or any portion of the Property into condominium units;
 - (d) the Owner sells the individual units or the Property and there is no assignment of this Agreement;
 - (e) the Property is no longer rented to individuals;
 - (f) the Property is no longer used as a residential dwelling unit;
 - (g) 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
 - (h) the Owner does not keep the taxes current on portions of the Property which are not exempt.
- (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 and any subsequent years will become due and owing as of the date of the termination, including any penalties incurred.
- (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

- 12(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 Community Planning and Development
 2476 Victoria Avenue
 P.O. Box 1790
 Regina, SK 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

- 13(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 assignable without the prior written consent of the City.
- (3) The City may assign this Agreement to a new Owner of the Property who satisfies the criteria established for the tax exemption.

Amendments

- 14(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

- 15 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.
- 16 This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered to all of the Parties shall be deemed to be and shall be read as a single agreement among the Parties. In addition, execution of this Agreement by any of the Parties may be evidenced by way of a faxed transmission of such Party's signature (which signature may be by separate counterpart), or photocopy of such faxed transmission, and such faxed signature, or photocopy of such faxed signature, shall be deemed to constitute the original signature of such Party of this Agreement.
- 17 Any Party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.
- 18 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.

The City of Regina

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

“Full Name of Owner”.

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

Per: _____ {seal} Date: _____
Authorized Signing Officer DD-MMM-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, <small>Print Full Name of Signing Authority</small> | |
| 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____ <small>Month Date</small> | |
| 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. 2015-11

THE HOUSING INCENTIVE PROGRAM TAX EXEMPTION BYLAW, 2015

PURPOSE: To provide a Housing Incentive Tax Exemption to the owners of properties that qualify under the City of Regina's Housing Incentives Policy and the Downtown Residential Incentive Policy.

ABSTRACT: The Bylaw provides a tax exemption for the years 2015 to 2019 or 2015 to 2017 for the properties located at 402 A 1853 Hamilton Street, 402 B 1853 Hamilton Street, 501 2055 Rose Street, 502 2055 Rose Street, 503 2055 Rose Street, 504 2055 Rose Street, 505 2055 Rose Street, 506 2055 Rose Street, 507 2055 Rose Street, 508 2055 Rose Street, 601 2055 Rose Street, 602 2055 Rose Street, 604 2055 Rose Street, 605 2055 Rose Street, 606 2055 Rose Street, 607 2055 Rose Street, 608 2055 Rose Street, 703 2055 Rose Street, 704 2055 Rose Street, 706 2055 Rose Street, 708 2055 Rose Street, 801 2055 Rose Street, 802 2055 Rose Street, 803 2055 Rose Street, 804 2055 Rose Street, 806 2055 Rose Street, 808 2055 Rose Street, 901 2055 Rose Street, 902 2055 Rose Street, 903 2055 Rose Street, 904 2055 Rose Street, 906 2055 Rose Street, 907 2055 Rose Street, 908 2055 Rose Street, 1001 2055 Rose Street, 1002 2055 Rose Street, 1003 2055 Rose Street, 1004 2055 Rose Street, 1005 2055 Rose Street, 1006 2055 Rose Street, 1007 2055 Rose Street, 1008 2055 Rose Street, 1101 2055 Rose Street, 1102 2055 Rose Street, 1104 2055 Rose Street, 1105 2055 Rose Street, 1106 2055 Rose Street, 1107 2055 Rose Street, 1108 2055 Rose Street, 1169 Atkinson Street, 1044 Broder Street, 1078 Edgar Street, 1133 Wallace Street, 203 2300 Broad Street, 208 2300 Broad Street, 302 2300 Broad Street, 303 2300 Broad Street, 307 2300 Broad Street, 308 2300 Broad Street, 403 2300 Broad Street, 505 2300 Broad Street, 506 2300 Broad Street, 507 2300 Broad Street, 603 2300 Broad Street, 607 2300 Broad Street, 701 2300 Broad Street, 702 2300 Broad Street, 705 2300 Broad Street, 707 2300 Broad Street, 708 2300 Broad Street, 801 2300 Broad Street, 803 2300 Broad Street, 804 2300 Broad Street, 806 2300 Broad Street, 903 2300 Broad Street, 905 2300 Broad Street, 908 2300 Broad Street, 126 DeMarco Pointe Lane, 135 DeMarco Pointe Lane, 143 DeMarco Pointe Lane, 147 DeMarco Pointe Lane, 151 DeMarco Pointe Lane, 159 DeMarco Pointe Lane, 201 1220 Empress Street, 202 1220 Empress Street, 203 1220 Empress Street, 204 1220 Empress Street, 205 1220

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Street, 1131 Robinson Street, 111 N. Rose Street, 480 St. John Street, 158 N. Toronto Street, 160 N. Toronto Street, 420 Toronto Street, 424 Toronto Street, 5302 Universal Crescent, 310 Smith Street, 1341 Arthur Street, 1345 Arthur Street, 4525 Dewdney Avenue, 1251 N. Galloway Street, 1252 N. Galloway Street, 401 Halifax Street, 403 Halifax Street, 1251 N. McEachern Drive, 460 Montreal Street, 462 Montreal Street, 464 Montreal Street, 1227 Royal Street, 1229 Royal Street, 1233 Royal Street, 1237 Royal Street, 319 Scarth Street, 510 Toronto Street and 512 Toronto Street

STATUTORY
AUTHORITY:

Section 262(4) of *The Cities Act*.

MINISTER'S APPROVAL: N/A

PUBLIC HEARING: N/A

PUBLIC NOTICE: N/A

REFERENCE: Housing Incentives Tax Exemption Policy (CR09-122)
Downtown Residential Incentives Policy (CR97-58) and (CR13-171)

AMENDS/REPEALS: N/A

CLASSIFICATION: Administrative

INITIATING DIVISION: City Planning and Development

INITIATING DEPARTMENT: Assessment, Tax and Real Estate

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NOTICE OF ENQUIRY

February 23, 2015

Chief Legislative Officer & City Clerk
City of Regina

Dear Sir:

Please be advised that I will lodge the following ENQUIRY at the February 23, 2015 meeting of City Council. I request that the response be forwarded to the Public Works & Infrastructure Committee.

Re: Charging Stations for Electric Vehicles

As electric vehicles become more and more a part of our community it would be advantageous to have charging stations for these vehicles readily available. Promoting electric vehicles will have a positive impact on the City's green initiative.

What is the feasibility of having charging stations available for the public at strategic, city owned locations throughout the City?

As part of this feasibility research, please provide the number of electric vehicles currently registered within the City of Regina and the Province of Saskatchewan.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Wade", with a stylized, cursive script.

WADE MURRAY
Councillor – Wade 6