

BYLAW NO. 2017-5

THE HOUSING INCENTIVE PROGRAM TAX EXEMPTION BYLAW, 2017

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

Purpose

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

Authority

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

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, 2017 and concluding December 31, 2021, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

- (a) the property located at 110 4102 3rd Avenue N. and legally described as:

Condominium Parcel 202995591
Unit 10
Condominium Plan 102164778, Extension 0
As described on Certificate of Title 148014042

- (b) the property located at 111 4102 3rd Avenue N. and legally described as:

Condominium Parcel 202995591
Unit 11
Condominium Plan 102164778, Extension 0
As described on Certificate of Title 148122064

- (c) the property located at 114 4102 3rd Avenue N. and legally described as:

Condominium Parcel 202995591
Unit 14
Condominium Plan 102164778, Extension 0
As described on Certificate of Title 148150548

- (d) the property located at 115 4102 3rd Avenue N. and legally described as:

Condominium Parcel 202995591
Unit 15

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

City Solicitor

Condominium Plan 102164778, Extension 0
As described on Certificate of Title 148054620

- (e) the property located at 116 4102 3rd Avenue N. and legally described as:

Condominium Parcel 202995591
Unit 16
Condominium Plan 102164778, Extension 0
As described on Certificate of Title 148087198

- (f) the property located at 118 4102 3rd Avenue N. and legally described as:

Condominium Parcel 202995591
Unit 18
Condominium Plan 102164778, Extension 0
As described on Certificate of Title 148131592

- (g) the property located at 102 1920 E. 7th Avenue and legally described as:

Condominium Parcel 202981136
Unit 2
Condominium Plan 102162338, Extension 0
As described on Certificate of Title 147897365

- (h) the property located at 133 1920 E. 7th Avenue and legally described as:

Condominium Parcel 202981136
Unit 33
Condominium Plan 102162338, Extension 0
As described on Certificate of Title 148128497

- (i) the property located at 134 1920 E. 7th Avenue and legally described as:

Condominium Parcel 202981136
Unit 34
Condominium Plan 102162338, Extension 0
As described on Certificate of Title 148266175

- (j) the property located at 142 1920 E. 7th Avenue and legally described as:

Condominium Parcel 202981136
Unit 42
Condominium Plan 102162338, Extension 0
As described on Certificates of Title 148141245 and 148141256

- (k) the property located at 143 1920 E. 7th Avenue and legally described as:

Condominium Parcel 202981136
Unit 43
Condominium Plan 102162338, Extension 0
As described on Certificate of Title 147828853

- (l) the property located at 144 1920 E. 7th Avenue and legally described as:

Condominium Parcel 202981136
Unit 44
Condominium Plan 102162338, Extension 0
As described on Certificate of Title 146972368

- (m) the property located at 155 1920 E. 7th Avenue and legally described as:

Condominium Parcel 202981136
Unit 55
Condominium Plan 102162338, Extension 0
As described on Certificate of Title 148033492

- (n) the property located at 156 1920 E. 7th Avenue and legally described as:

Condominium Parcel 202981136
Unit 56
Condominium Plan 102162338, Extension 0
As described on Certificate of Title 148058365

- (o) the property located at 63A 5601 Aerodrome Road and legally described as:

Condominium Parcel 203237197
Unit 1
Condominium Plan 102220669, Extension 0
As described on Certificate of Title 148368336

- (p) the property located at 63B 5601 Aerodrome Road and legally described as:

Condominium Parcel 203237197
Unit 11
Condominium Plan 102220669, Extension 0
As described on Certificate of Title 148724589

- (q) the property located at 64B 5601 Aerodrome Road and legally described as:

Condominium Parcel 203237197

Unit 12
Condominium Plan 102220669, Extension 0
As described on Certificate of Title 148348671

- (r) the property located at 66A 5601 Aerodrome Road and legally described as:

Condominium Parcel 203237197
Unit 4
Condominium Plan 102220669, Extension 0
As described on Certificate of Title 148391714

- (s) The property located at 66B 5601 Aerodrome Road and legally described as:

Condominium Parcel 203237197
Unit 14
Condominium Plan 102220669, Extension 0
As described on Certificate of Title 148344228

- (t) the property located at 67A 5601 Aerodrome Road and legally described as:

Condominium Parcel 203237197
Unit 5
Condominium Plan 102220669, Extension 0
As described on Certificate of Title 148517994

- (u) the property located at 67B 5601 Aerodrome Road and legally described as:

Condominium Parcel 203237197
Unit 15
Condominium Plan 102220669, Extension 0
As described on Certificate of Title 148680951

- (v) the property located at 71 5601 Aerodrome Road and legally described as:

Condominium Parcel 203237197
Unit 9
Condominium Plan 102220669, Extension 0
As described on Certificate of Title 148824502

- (w) the property located at 72 5601 Aerodrome Road and legally described as:

Condominium Parcel 203237197

Unit 10
Condominium Plan 102220669, Extension 0
As described on Certificate of Title 148358605

- (x) the property located at 59 5625 Aerodrome Road and legally described as:

Condominium Parcel 203162183
Unit 5
Condominium Plan 102201624, Extension 0
As described on Certificate of Title 148828562

- (y) the property located at 62 5625 Aerodrome Road and legally described as:

Condominium Parcel 203162183
Unit 8
Condominium Plan 102201624, Extension 0
As described on Certificate of Title 148617243

- (z) the property located at 54 5635 Aerodrome Road and legally described as:

Condominium Parcel 203128769
Unit 8
Condominium Plan 102194243, Extension 0
As described on Certificate of Title 147986735

- (aa) the property located at 44 5655 Aerodrome Road and legally described as:

Condominium Parcel 203111952
Unit 8
Condominium Plan 102190632, Extension 0
As described on Certificate of Title 147925626

- (bb) the property located at 45 5655 Aerodrome Road and legally described as:

Condominium Parcel 203111952
Unit 9
Condominium Plan 102190632, Extension 0
As described on Certificate of Title 148568226

- (cc) the property located at 46 5655 Aerodrome Road and legally described as:

Condominium Parcel 203111952
Unit 10
Condominium Plan 102190632, Extension 0
As described on Certificate of Title 148700369

- (dd) the property located at 302 3440 Avonhurst Drive and legally described as:

Condominium Parcel 203061923
Unit 30
Condominium Plan 102176029, Extension 0
As described on Certificate of Title 148033818

- (ee) the property located at 3909 James Hill Road and legally described as:

Condominium Parcel 203266470
Unit 1
Condominium Plan 102229196, Extension 0
As described on Certificate of Title 148764639

- (ff) the property located at 3911 James Hill Road and legally described as:

Condominium Parcel 203266470
Unit 2
Condominium Plan 102229196, Extension 0
As described on Certificate of Title 148784440

- (gg) the property located at 1101 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 3
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148617119

- (hh) the property located at 1209 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 21
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 147304672

- (ii) the property located at 1225 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 88
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 147338039

- (jj) the property located at 1308 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 41
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 147376402

- (kk) the property located at 1415 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 107
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148708277

- (ll) the property located at 1416 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 118
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148604913

- (mm) the property located at 1417 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 108
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148157916

- (nn) the property located at 2101 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Units 119 and 207 (Parking)
Condominium Plan 102176984, Extension 0
As described on Certificates of Title 148751477 and 148751488

- (oo) the property located at 2102 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 136
Condominium Plan 102176984, Extension 0

As described on Certificate of Title 148819472

- (pp) the property located at 2103 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 120
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148753648

- (qq) the property located at 2104 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 135
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148753615

- (rr) the property located at 2105 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 121
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148755819

- (ss) the property located at 2106 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 134
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148751231

- (tt) the property located at 2107 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 122
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148784192

- (uu) the property located at 2109 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870

Unit 123
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148752557

- (vv) the property located at 2113 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 125
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148762312

- (ww) the property located at 2114 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 131
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148748495

- (xx) the property located at 2115 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 126
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148756102

- (yy) the property located at 2116 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 130
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148756359

- (zz) the property located at 2117 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 127
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148754649

- (aaa) the property located at 2118 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 129
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148755415

- (bbb) the property located at 2204 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 154
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148783304

- (ccc) the property located at 2206 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Units 153 and 204 (Parking)
Condominium Plan 102176984, Extension 0
As described on Certificates of Title 148783720 and 148783742

- (ddd) the property located at 2207 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 140
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148755875

- (eee) the property located at 2208 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 152
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148753266

- (fff) the property located at 2209 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 141
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148753301

- (ggg) the property located at 2210 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 151
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148755752

- (hhh) the property located at 2212 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 150
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148755932

- (iii) the property located at 2214 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 149
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148757158

- (jjj) the property located at 2301 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 156
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148797545

- (kkk) the property located at 2302 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 174
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148783539

- (lll) the property located at 2303 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 157
Condominium Plan 102176984, Extension 0

As described on Certificate of Title 148819001

(mmm) the property located at 2305 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 158
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148769634

(nnn) the property located at 2306 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 172
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148821532

(ooo) the property located at 2307 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 159
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148833984

(ppp) the property located at 2308 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 171
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148834086

(qqq) the property located at 2309 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 160
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 148821228

(rrr) the property located at 2310 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870

Unit 170
 Condominium Plan 102176984, Extension 0
 As described on Certificate of Title 148833951

- (sss) the property located at 2311 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
 Unit 161
 Condominium Plan 102176984, Extension 0
 As described on Certificate of Title 148835335

- 4 The following properties are exempt from taxation equal to 25 percent of the property taxes otherwise payable on each property, commencing January 1, 2017 and concluding December 31, 2021, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

- (a) the property located at 4121 Argyle Street and legally described as:

Surface Parcel 109560944
 Lot 5
 Block 942
 Plan AR1128, Extension 0
 As described on Certificate of Title 75R10109

- (b) the property located at 4125 Argyle Street and legally described as:

Surface Parcel 109446307
 Lot 6
 Block 942
 Plan AR1128, Extension 0
 As described on Certificate of Title 75R10109

- (c) the property located at 3130 Cameron Street and legally described as:

Surface Parcel 109640336
 Lot 33
 Block 626
 Plan P1652, Extension 0
 As described on Certificate of Title 99RA29437

Surface Parcel 112205528
 Lot 46
 Block 626
 Plan 101196109, Extension 100
 As described on Certificate of Title 99RA29437, description 100

- (d) the property located at 2430 Garnet Street and legally described as:

Surface Parcel 110985701
Lot 22
Block 478
Plan K4654, Extension 0
As described on Certificate of Title 94R49368
- (e) the property located at 2434 Garnet Street and legally described as:

Surface Parcel 110985699
Lot 21
Block 478
Plan K4654, Extension 0
As described on Certificate of Title 94R49368
- (f) the property located at 4521 E. Green Apple Drive and legally described as:

Surface Parcel 166228599
Lot 6
Block 23
Plan 102102387, Extension 0
As described on Certificate of Title 147212838
- (g) the property located at 4213 E. Green Olive Way and legally described as:

Surface Parcel 166220186
Lot 65
Block 8
Plan 102099281, Extension 0
As described on Certificate of Title 148347197
- (h) the property located at 4410 James Hill Road and legally described as:

Surface Parcel 202875419
Lot 6
Block 63
Plan 102142156, Extension 0
As described on Certificate of Title 148924064
- (i) the property located at 4412 James Hill Road and legally described as:

Surface Parcel 202876454
Lot 7
Block 63

Plan 102142156, Extension 0
As described on Certificate of Title 148165757

- (j) the property located at 4414 James Hill Road and legally described as:

Surface Parcel 202876061
Lot 1
Block 62
Plan 102142156, Extension 0
As described on Certificate of Title 148165768

- (k) the property located at 1229 Jubilee Avenue and legally described as:

Surface Parcel 107260107
Lot 35
Block 18
Plan FZ2501, Extension 0
As described on Certificate of Title 63R42823

- (l) the property located at 6252 Little Pine Loop and legally described as:

Surface Parcel 202860334
Lot 19
Block 6
Plan 102139332, Extension 0
As described on Certificate of Title 148674134

- (m) the property located at 6254 Little Pine Loop and legally described as:

Surface Parcel 202860378
Lot 20
Block 6
Plan 102139332, Extension 0
As described on Certificate of Title 148674202

- (n) the property located at 251 Logan Crescent and legally described as:

Surface Parcel 107007409
Lot 16
Block 8
Plan 62R14106, Extension 0
As described on Certificate of Title 76R57483

- (o) the property located at 2842 Makowsky Crescent and legally described as:

Surface Parcel 202857532

Lot 40
Block K
Plan 102136845, Extension 0
As described on Certificate of Title 146945256

- (p) the property located at 2715 McDonald Street and legally described as:

Surface Parcel 107302092
Lot 4
Block 57
Plan U2439, Extension 0
As described on Certificate of Title 64R24416

- (q) the property located at 2035 McTavish Street and legally described as:

Surface Parcel 109468345
Lot 37
Block 382
Plan DV4420, Extension 0
As described on Certificate of Title 92R62495

- (r) the property located at 371 Osler Street and legally described as:

Surface Parcel 107158046
Lot 10
Block 18
Plan F4996, Extension 0
As described on Certificate of Title 94R10116

- (s) the property located at 1569 Regent Street and legally described as:

Surface Parcel 111568136
Lot 30
Block 6
Plan AQ5077, Extension 2
As described on Certificate of Title 94R53595, description 2

Surface Parcel 107252344
Lot 31
Block 6
Plan AQ5077, Extension 0
As described on Certificate of Title 94R53595

Surface Parcel 111568169
Lot 45
Block 6

Plan 10211679, Extension 4
As described on Certificate of Title 94R53595, description 4

- (t) the property located at 1828 Toronto Street and legally described as:

Surface Parcel 107029920
Lot 33
Block 299
Plan Old 33, Extension 0
As described on Certificate of Title 98RA24865

- (u) the property located at 5322 Tutor Way and legally described as:

Surface Parcel 166199710
Lot 10
Block 22
Plan 102097054, Extension 0
As described on Certificate of Title 147270427

- (v) the property located at 5330 Tutor Way and legally described as:

Surface Parcel 166200836
Lot 8
Block 22
Plan 102097054, Extension 0
As described on Certificate of Title 146741485

- (w) the property located at 1439 Victoria Avenue and legally described as:

Surface Parcel 107026062
Lot 1
Block 360
Plan Old 33, Extension 0
As described on Certificate of Title 01RA10530

Surface Parcel 111833502
Lot 43
Block 360
Plan 101189987, Extension 4
As described on Certificate of Title 01RA10530, description 4

- (x) the property located at 4235 Wakeling Street and legally described as:

Surface Parcel 202733344
Lot 3
Block 48

Plan 102111152, Extension 0
As described on Certificate of Title 148126710

- (y) the property located at 2217 Wascana Street and legally described as:

Surface Parcel 111902251
Lot 5
Block 448A
Plan DV4420, Extension 0
As described on Certificate of Title 91R39465

- 5 The following properties are exempt from taxation equal to 100 percent of the property taxes otherwise payable on each property, commencing January 1, 2017 and concluding December 31, 2021, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

- (a) the property located at 5313 Aerodrome Road and legally described as:

Surface Parcel 166223752
Lot 13
Block 43
Plan 102100206, Extension 0
As described on Certificate of Title 148649035

- (b) the property located at 5600 Aerodrome Road and legally described as:

Surface Parcel 202875677
Lot 8
Block 62
Plan 102142156, Extension 0
As described on Certificate of Title 148089752

- (c) the property located at 5604 Aerodrome Road and legally described as:

Surface Parcel 202875914
Lot 9
Block 62
Plan 102142156, Extension 0
As described on Certificate of Title 147266691

- (d) the property located at 5632 Aerodrome Road and legally described as:

Surface Parcel 202875903
Lot 16
Block 62
Plan 102142156, Extension 0

As described on Certificate of Title 146661824

- (e) the property located at 5644 Aerodrome Road and legally described as:

Surface Parcel 202876397
Lot 19
Block 62
Plan 102142156, Extension 0
As described on Certificate of Title 147865517

- (f) the property located at 5648 Aerodrome Road and legally described as:

Surface Parcel 202876386
Lot 20
Block 62
Plan 102142156, Extension 0
As described on Certificate of Title 148196638

- (g) the property located at 5652 Aerodrome Road and legally described as:

Surface Parcel 202875510
Lot 21
Block 62
Plan 102142156, Extension 0
As described on Certificate of Title 148340853

- (h) the property located at 5656 Aerodrome Road and legally described as:

Surface Parcel 202875509
Lot 22
Block 62
Plan 102142156, Extension 0
As described on Certificate of Title 148340965

- (i) the property located at 5660 Aerodrome Road and legally described as:

Surface Parcel 202876375
Lot 23
Block 62
Plan 102142156, Extension 0
As described on Certificate of Title 148315945

- (j) the property located at 4450 Albulet Drive and legally described as:

Surface Parcel 202733940
Lot 48

Block 44
Plan 102111152, Extension 0
As described on Certificate of Title 148249952

- (k) the property located at 4462 Albulet Drive and legally described as:

Surface Parcel 202733704
Lot 51
Block 44
Plan 102111152, Extension 0
As described on Certificate of Title 148790111

- (l) the property located at 4502 Albulet Drive and legally described as:

Surface Parcel 202732275
Lot 52
Block 44
Plan 102111152, Extension 0
As described on Certificate of Title 148966217

- (m) the property located at 1032 Atkinson Street and legally described as:

Surface Parcel 106982534
Lot 32
Block 6
Plan F1625, Extension 0
As described on Certificate of Title 87R58204(1)B

Surface Parcel 112301367
Lot 33
Block 6
Plan F1625, Extension 66
As described on Certificate of Title 87R58204(1)B, description 66

- (n) the property located at 2043 Broder Street and legally described as:

Surface Parcel 107039101
Lot 11
Block 23
Plan DV270, Extension 0
As described on Certificate of Title 98RA16669

- (o) the property located at 969 Cameron Street and legally described as:

Surface Parcel 109611424
Lot 18

Block 29
Plan H4670, Extension 0
As described on Certificate of Title 01RA18736

- (p) the property located at 1440 Cameron Street and legally described as:

Surface Parcel 109611020
Lot 30
Block 213
Plan Old 33, Extension 0
As described on Certificate of Title 01RA21879

- (q) the property located at 5230 Campling Avenue and legally described as:

Surface Parcel 202733221
Lot 26
Block 45
Plan 102111152, Extension 0
As described on Certificate of Title 148702709

- (r) the property located at 5007 Cessna Way and legally described as:

Surface Parcel 202773810
Lot 14
Block 51
Plan 102119015, Extension 0
As described on Certificate of Title 146551002

- (s) the property located at 5011 Cessna Way and legally described as:

Surface Parcel 202774338
Lot 15
Block 51
Plan 102119015, Extension 0
As described on Certificate of Title 146551585

- (t) the property located at 5038 Cessna Way and legally described as:

Surface Parcel 202774226
Lot 3
Block 52
Plan 102119015, Extension 0
As described on Certificate of Title 147729910

- (u) the property located at 5124 Crane Crescent and legally described as:

Surface Parcel 202773742
Lot 29
Block 50
Plan 102119015, Extension 0
As described on Certificate of Title 146550933

- (v) the property located at 5128 Crane Crescent and legally described as:

Surface Parcel 202775261
Lot 30
Block 50
Plan 102119015, Extension 0
As described on Certificate of Title 146550911

- (w) the property located at 1060 Dorothy Street and legally described as:

Surface Parcel 161553034
Block Q
Plan 101882370, Extension 0
As described on Certificate of Title 130085232

- (x) the property located at 933 Edgar Street and legally described as:

Surface Parcel 107134512
Lot 8
Block 13
Plan T4085, Extension 0
As described on Certificate of Title 96R08248

- (y) the property located at 935 Edgar Street and legally described as:

Surface Parcel 107134523
Lot 9
Block 13
Plan T4085, Extension 0
As described on Certificate of Title 92R18752(1)A

- (z) the property located at 1125 Edgar Street and legally described as:

Surface Parcel 107286431
Lot 7
Block 13
Plan F1625, Extension 0
As described on Certificate of Title 96R57608

- (aa) the property located at 1924 Edgar Street and legally described as:

Surface Parcel 112061539
Lot 6
Block 15A
Plan O4288, Extension 0
As described on Certificate of Title 81R43220

- (bb) the property located at 2059 Edward Street and legally described as:

Surface Parcel 203049110
Lot 45
Block 37
Plan 102174555, Extension 0
As described on Certificate of Title 146225369

- (cc) the property located at 2116 Elliott Street and legally described as:

Surface Parcel 107203980
Lot 36
Block 50
Plan DV270, Extension 0
As described on Certificate of Title 99RA08292

- (dd) the property located at 801 Elphinstone Street and legally described as:

Surface Parcel 109590217
Lot 1
Block 48
Plan H4669, Extension 0
As described on Certificate of Title 99RA02047

- (ee) the property located at 4402 James Hill Road and legally described as:

Surface Parcel 202875464
Lot 2
Block 63
Plan 102142156, Extension 0
As described on Certificate of Title 148165690

- (ff) the property located at 4404 James Hill Road and legally described as:

Surface Parcel 202875453
Lot 3
Block 63
Plan 102142156, Extension 0
As described on Certificate of Title 148165702

- (gg) the property located at 4408 James Hill Road and legally described as:

Surface Parcel 202875431
Lot 5
Block 63
Plan 102142156, Extension 0
As described on Certificate of Title 148165735

- (hh) the property located at 4416 James Hill Road and legally described as:

Surface Parcel 202876421
Lot 2
Block 62
Plan 102142156, Extension 0
As described on Certificate of Title 148165779

- (ii) the property located at 4420 James Hill Road and legally described as:

Surface Parcel 202875352
Lot 4
Block 62
Plan 102142156, Extension 0
As described on Certificate of Title 148165803

- (jj) the property located at 4424 James Hill Road and legally described as:

Surface Parcel 202876139
Lot 6
Block 62
Plan 102142156, Extension 0
As described on Certificate of Title 148165825

- (kk) the property located at 1137 Lindsay Street and legally described as:

Surface Parcel 106994199
Lot 10
Block 14A
Plan F1625, Extension 0
As described on Certificate of Title 75R50967

- (ll) the property located at 2058 Lindsay Street and legally described as:

Surface Parcel 107040293
Lot 20
Block 30
Plan DV270, Extension 0

As described on Certificate of Title 92R56921

- (mm) the property located at 2237 McAra Street and legally described as:

Surface Parcel 107194293
Lot 10
Block 61
Plan DV270, Extension 0
As described on Certificate of Title 75R28314

- (nn) the property located at 5605 McCaughey Street and legally described as:

Surface Parcel 202876195
Lot 39
Block 62
Plan 102142156, Extension 0
As described on Certificate of Title 148315934

- (oo) the property located at 5633 McCaughey Street and legally described as:

Surface Parcel 202875813
Lot 32
Block 62
Plan 102142156, Extension 0
As described on Certificate of Title 148490264

- (pp) the property located at 5649 McCaughey Street and legally described as:

Surface Parcel 202875936
Lot 28
Block 62
Plan 102142156, Extension 0
As described on Certificate of Title 148651768

- (qq) the property located at 5661 McCaughey Street and legally described as:

Surface Parcel 202875363
Lot 25
Block 62
Plan 102142156, Extension 0
As described on Certificate of Title 148341191

- (rr) the property located at 5665 McCaughey Street and legally described as:

Surface Parcel 202876173
Lot 24

Block 62
Plan 102142156, Extension 0
As described on Certificate of Title 148390702

- (ss) the property located at 5318 McClelland Drive and legally described as:

Surface Parcel 166223910
Lot 35
Block 40
Plan 102100206, Extension 0
As described on Certificate of Title 149023728

- (tt) the property located at 2331 McDonald Street and legally described as:

Surface Parcel 107193911
Lot 8
Block 75
Plan DV270, Extension 0
As described on Certificate of Title 96R37995

- (uu) the property located at 2335 McDonald Street and legally described as:

Surface Parcel 107193922
Lot 9
Block 75
Plan DV270, Extension 0
As described on Certificate of Title 01RA26287

- (vv) the property located at 2542 McDonald Street and legally described as:

Surface Parcel 107210764
Lot 28
Block 24
Plan U2439, Extension 0
As described on Certificate of Title 98RA16620

- (ww) the property located at 2546 McDonald Street and legally described as:

Surface Parcel 107211990
Lot 27
Block 24
Plan U2439, Extension 0
As described on Certificate of Title 98RA16620

- (xx) the property located at 2719 McDonald Street and legally described as:

Surface Parcel 107181165
Lot 5
Block 57
Plan U2439, Extension 0
As described on Certificate of Title 90R42136

- (yy) the property located at 5225 Mitchinson Way and legally described as:

Surface Parcel 202734402
Lot 19
Block 47
Plan 102111152, Extension 0
As described on Certificate of Title 148315923

- (zz) the property located at 910 Montague Street and legally described as:

Surface Parcel 109590813
Lot 38
Block 33
Plan H4669, Extension 0
As described on Certificate of Title 96R32969

- (aaa) the property located at 912 Montague Street and legally described as:

Surface Parcel 109590824
Lot 37
Block 33
Plan H4669, Extension 0
As described on Certificate of Title 96R32969

- (bbb) the property located at 5200 Parliament Avenue and legally described as:

Surface Parcel 203096448
Block B1
Plan 102184512, Extension 0
As described on Certificate of Title 148908347

- (ccc) the property located at 5501 Prefontaine Avenue and legally described as:

Surface Parcel 202999764
Block AA
Plan 102165375, Extension 0
As described on Certificate of Title 146050398

- (ddd) the property located at 815 Princess Street and legally described as:

Surface Parcel 109715306
Lot 4
Block 45
Plan H4669, Extension 0
As described on Certificate of Title 01RA08045CNV

- (eee) the property located at 1555 Princess Street and legally described as:

Surface Parcel 109619747
Lot 32
Block 227
Plan DV4404, Extension 0
As described on Certificate of Title 00RA26960

Surface Parcel 109619758
Lot 33
Block 227
Plan DV4404, Extension 0
As described on Certificate of Title 01RA10805

- (fff) the property located at 2253 Quebec Street and legally described as:

Surface Parcel 202922041
Lot 44
Block 419
Plan 102148972, Extension 0
As described on Certificate of Title 146000810

- (ggg) the property located at 2257 Quebec Street and legally described as:

Surface Parcel 202922030
Lot 45
Block 419
Plan 102148972, Extension 0
As described on Certificate of Title 146000821

- (hhh) the property located at 2809 Ridgway Avenue and legally described as:

Surface Parcel 203046599
Lot 21
Block J
Plan 102174072, Extension 0
As described on Certificate of Title 148826920

- (iii) the property located at 2810 Ridgway Avenue and legally described as:

Surface Parcel 203046791
Lot 31
Block H
Plan 102174072, Extension 0
As described on Certificate of Title 148736201

- (jjj) the property located at 2813 Ridgway Avenue and legally described as:

Surface Parcel 203046982
Lot 20
Block J
Plan 102174072, Extension 0
As described on Certificate of Title 148826559

- (kkk) the property located at 2814 Ridgway Avenue and legally described as:

Surface Parcel 203046623
Lot 32
Block H
Plan 102174072, Extension 0
As described on Certificate of Title 148712429

- (lll) the property located at 2833 Ridgway Avenue and legally described as:

Surface Parcel 203046409
Lot 15
Block J
Plan 102174072, Extension 0
As described on Certificate of Title 148704149

- (mmm)the property located at 2834 Ridgway Avenue and legally described as:

Surface Parcel 203046780
Lot 37
Block H
Plan 102174072, Extension 0
As described on Certificate of Title 148827314

- (nnn) the property located at 2837 Ridgway Avenue and legally described as:

Surface Parcel 203046869
Lot 14
Block J
Plan 102174072, Extension 0
As described on Certificate of Title 148703373

(ooo) the property located at 2838 Ridgway Avenue and legally described as:

Surface Parcel 203046612
Lot 38
Block H
Plan 102174072, Extension 0
As described on Certificate of Title 148333754

(ppp) the property located at 2917 Ridgway Avenue and legally described as:

Surface Parcel 203046364
Lot 7
Block J
Plan 102174072, Extension 0
As described on Certificate of Title 148603787

(qqq) the property located at 2921 Ridgway Avenue and legally described as:

Surface Parcel 203046487
Lot 6
Block J
Plan 102174072, Extension 0
As described on Certificate of Title 148702653

(rrr) the property located at 830 Robinson Street and legally described as:

Surface Parcel 109598833
Lot 32
Block 20
Plan H4670, Extension 0
As described on Certificate of Title 88R32952

(sss) the property located at 933 Robinson Street and legally described as:

Surface Parcel 109596224
Lot 9
Block 28
Plan H4670, Extension 0
As described on Certificate of Title 99RA02877

(ttt) the property located at 5225 Squires Road and legally described as:

Surface Parcel 202734109
Lot 12
Block 45
Plan 102111152, Extension 0

As described on Certificate of Title 148577327

- (uuu) the property located at 5302 Squires Road and legally described as:

Surface Parcel 202734121

Lot 7

Block 47

Plan 102111152, Extension 0

As described on Certificate of Title 147891538

- (vvv) the property located at 475 Toronto Street and legally described as:

Surface Parcel 107095620

Lot 19

Block 11

Plan F4996, Extension 0

As described on Certificate of Title 99RA07642

- (www) the property located at 479 Toronto Street and legally described as:

Surface Parcel 107095619

Lot 20

Block 11

Plan F4996, Extension 0

As described on Certificate of Title 99RA07642

- (xxx) the property located at 1728 Toronto Street and legally described as:

Surface Parcel 111976588

Lot 35

Block 292

Plan Old 33, Extension 21

As described on Certificate of Title 98RA18154, description 21

- (yyy) the property located at 1450 Wascana Street and legally described as:

Surface Parcel 109530794

Lot 25

Block E

Plan DV4404, Extension 0

As described on Certificate of Title 99RA13252

- (zzz) the property located at 1855 Winnipeg Street and legally described as:

Surface Parcel 107041610

Lot 14

Block 4
 Plan G384, Extension 0
 As described on Certificate of Title 91R38815

- 6 The exemptions in section 3 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule "A".
- 7 The exemptions in section 4 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule "B".
- 8 The exemptions in section 5 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule "C".
- 9 The exemptions in sections 3, 4 and 5 shall apply to a subsequent owner of an exempt property if the new owner is eligible under the Housing Incentive Policy and complies with the terms of the applicable Tax Exemption Agreement.
- 10 The City Clerk is authorized to sign and seal the Agreements referred to in sections 3, 4 and 5 on behalf of the City of Regina.

Coming Into Force

- 11 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 27th DAY OF February 2017.

READ A SECOND TIME THIS 27th DAY OF February 2017.

READ A THIRD TIME AND PASSED THIS 27th DAY OF February 2017.

 Mayor

 City Clerk

(SEAL)

CERTIFIED A TRUE COPY

 City Clerk

Schedule "A"

**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:

**THE 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.

"municipal portion of property taxes" means the property taxes levied by the City excluding the taxes levied on behalf of the Government of Saskatchewan for the benefit of the Board of Education of the Regina School Division No. 4 and the Board of Education of the Regina Roman Catholic Separate School Division No. 81 of Saskatchewan;

"Property" means the real property located at "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 _____ % 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, 2015.

- (1.2) Notwithstanding subsection (1), the City shall only exempt the municipal portion of the property taxes for the Property if:
- (a) legislation is amended or enacted that:
 - (i) requires the Government of Saskatchewan to agree to an exemption of the education portion of the taxes levied on behalf of the Government of Saskatchewan for the benefit of the Board of Education of the Regina School Division No. 4 and the Board of Education of the Regina Roman Catholic Separate School Division No. 81 of Saskatchewan; and
 - (ii) the Government of Saskatchewan does not agree to the exemption of the education portion of the taxes on the Property; or
 - (b) legislation is amended or enacted that prohibits City Council from exempting the education portion of property taxes levied on behalf of the Government of Saskatchewan for the benefit of the Board of Education of the Regina School Division No. 4 and the Board of Education of the Regina Roman Catholic Separate School Division No. 81 of Saskatchewan.
- (2) If the Owner fails to obtain an occupancy permit by October 31, 2016, 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 2017 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 2017 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;
 - (d.1) the Owner owns another property at the time of purchasing the Property or buys another property during the tax exemption period;
 - (e) the Property is no longer occupied exclusively by the Owner and his immediate family as a residential dwelling unit, unless such change has been expressly approved in writing by the Executive Director;
 - (e.1) the Property is rented at any point during the tax exemption period;
 - (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, City Planning and Development
2476 Victoria Avenue
PO Box 1790
Regina, Saskatchewan S4P 3C8

To the Owner:

"Name of Owner"
"Address of Owner"

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

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

Notification of Sale of Property

- 11(1) The Owner 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"

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 "B"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM –
2016 Housing Incentive Policy
Secondary Suites and Laneway Dwelling Unit
Street Address, Regina, Saskatchewan**

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

Between:

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

- and -

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

The Parties agree as follows:

Definitions

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

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

"municipal portion of property taxes" means the property taxes levied by the City excluding the taxes levied on behalf of the Government of Saskatchewan for the benefit of the Board of Education of the Regina School Division No. 4 and the Board of Education of the Regina Roman Catholic Separate School Division No. 81 of Saskatchewan;

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

"Insert Legal Description"

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

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

Tax Exemption

- 2(1) Pursuant to subsection 262(4) of *The Cities Act*, and subject to the terms of this Agreement, the City grants an exemption from taxation on the Property equal to _____ 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, 2016.
- (1.2) Notwithstanding subsection (1), the City shall only exempt the municipal portion of the property taxes for the Property if:
- (a) legislation is amended or enacted that:
 - (i) requires the Government of Saskatchewan to agree to an exemption of the education portion of the taxes levied on behalf of the Government of Saskatchewan for the benefit of the Board of Education of the Regina School Division No. 4 and the Board of Education of the Regina Roman Catholic Separate School Division No. 81 of Saskatchewan; and
 - (ii) the Government of Saskatchewan does not agree to the exemption of the education portion of the taxes on the Property; or
 - (b) legislation is amended or enacted that prohibits City Council from exempting the education portion of property taxes levied on behalf of the Government of Saskatchewan for the benefit of the Board of Education of the Regina School Division No. 4 and the Board of Education of the Regina Roman Catholic Separate School Division No. 81 of Saskatchewan.
- (2) If the Owner fails to obtain the Final Occupancy Permit or Letter of Completion by October 31, 2016, 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 2017 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 2017 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 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 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, City Planning and Development
2476 Victoria Avenue
PO Box 1790
Regina, Saskatchewan S4P 3C8

To the Owner:

"Name of Owner"
"Address of Owner"

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

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

Notification of Sale of Property

- 11(1) The Owner shall notify the Executive Director in writing within 15 days prior to the transfer of the title in the event that the Property is sold.
- (2) This Agreement is not assignable without prior written consent of the City.

Amendments

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

General

- 13 In the event that this Agreement or any part of it is found to be invalid or ultra vires of Council, then the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise have been granted to the Owner.
- 14 This Agreement may be executed 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 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

OR

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

Schedule "C"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM – 2 or more UNITS
2016 Housing Incentives Policy
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 City's Executive Director, City Planning and Development or his/her designate.

"municipal portion of property taxes" means the property taxes levied by the City excluding the taxes levied on behalf of the Government of Saskatchewan for the benefit of the Board of Education of the Regina School Division No. 4 and the Board of Education of the Regina Roman Catholic Separate School Division No. 81 of Saskatchewan.

"Property" means the real property located at "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, 2016.
- (1.2) Notwithstanding subsection (1), the City shall only exempt the municipal portion of the property taxes for the Property if:
- (a) legislation is amended or enacted that:
 - (i) requires the Government of Saskatchewan to agree to an exemption of the education portion of the taxes levied on behalf of the Government of Saskatchewan for the benefit of the Board of Education of the Regina School Division No. 4 and the Board of Education of the Regina Roman Catholic Separate School Division No. 81 of Saskatchewan; and
 - (ii) the Government of Saskatchewan does not agree to the exemption of the education portion of the taxes on the Property; or
 - (b) legislation is amended or enacted that prohibits City Council from exempting the education portion of property taxes levied on behalf of the Government of Saskatchewan for the benefit of the Board of Education of the Regina School Division No. 4 and the Board of Education of the Regina Roman Catholic Separate School Division No. 81 of Saskatchewan.
- (2) If the Owner fails to obtain an occupancy permit by October 31, 2015, 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 2017 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 2017 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.
 - (2.1) The exemption provided for under this agreement is being provided on the basis that all the units in the Property will be available to be rented to any tenant and will not be limited to specific types of tenants or tenants with specific characteristics.
 - (2.2) The exemption provided for under this agreement is being provided on the basis that the Property is not a group care facility or personal care home.
- (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;
 - (c.1) rental of the units in the Property is restricted to specific types of tenants or tenants with specific characteristics;
 - (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, City Planning and Development
2476 Victoria Avenue
PO Box 1790
Regina, Saskatchewan S4P 3C8

To the Owner:

"Name of Owner"
"Address of Owner"

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

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

Notification of Sale of Property

- 11(1) The Owner shall notify the Executive Director in writing within 15 days prior to the transfer of the title in the event that the Property is sold.
- (2) 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 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

OR

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. 2017-5

THE HOUSING INCENTIVE PROGRAM TAX EXEMPTION BYLAW, 2017

PURPOSE: To provide a Housing Incentive Tax Exemption to the owners of properties that qualify under the City of Regina's Housing Incentives Policy.

ABSTRACT: The Bylaw provides a tax exemption for the years 2017 to 2021 for the properties located at 110 4102 3rd Avenue N., 111 4102 3rd Avenue N., 114 4102 3rd Avenue N., 115 4102 3rd Avenue N., 116 4102 3rd Avenue N., 118 4102 3rd Avenue N., 102 1920 E. 7th Avenue, 133 1920 E. 7th Avenue, 134 1920 E. 7th Avenue, 142 1920 E. 7th Avenue, 143 1920 E. 7th Avenue, 144 1920 E. 7th Avenue, 155 1920 E. 7th Avenue, 156 1920 E. 7th Avenue, 63A 5601 Aerodrome Road, 63B 5601 Aerodrome Road, 64B 5601 Aerodrome Road, 66A 5601 Aerodrome Road, 66B 5601 Aerodrome Road, 67A 5601 Aerodrome Road, 67B 5601 Aerodrome Road, 71 5601 Aerodrome Road, 72 5601 Aerodrome Road, 59 5625 Aerodrome Road, 62 5625 Aerodrome Road, 54 5635 Aerodrome Road, 44 5655 Aerodrome Road, 45 5655 Aerodrome Road, 46 5655 Aerodrome Road, 302 3440 Avonhurst Drive, 3909 James Hill Road, 3911 James Hill Road, 1101 5500 Mitchinson Way, 1209 5500 Mitchinson Way, 1225 5500 Mitchinson Way, 1308 5500 Mitchinson Way, 1415 5500 Mitchinson Way, 1416 5500 Mitchinson Way, 1417 5500 Mitchinson Way, 2101 5500 Mitchinson Way, 2102 5500 Mitchinson Way, 2103 5500 Mitchinson Way, 2104 5500 Mitchinson Way, 2105 5500 Mitchinson Way, 2106 5500 Mitchinson Way, 2107 5500 Mitchinson Way, 2109 5500 Mitchinson Way, 2113 5500 Mitchinson Way, 2114 5500 Mitchinson Way, 2115 5500 Mitchinson Way, 2116 5500 Mitchinson Way, 2117 5500 Mitchinson Way, 2118 5500 Mitchinson Way, 2204 5500 Mitchinson Way, 2206 5500 Mitchinson Way, 2207 5500 Mitchinson Way, 2208 5500 Mitchinson Way, 2209 5500 Mitchinson Way, 2210 5500 Mitchinson Way, 2212 5500 Mitchinson Way, 2214 5500 Mitchinson Way, 2301 5500 Mitchinson Way, 2302 5500 Mitchinson Way, 2303 5500 Mitchinson Way, 2305 5500 Mitchinson Way, 2306 5500 Mitchinson Way, 2307 5500 Mitchinson Way, 2308 5500 Mitchinson Way, 2309 5500 Mitchinson Way, 2310 5500 Mitchinson Way, 2311 5500 Mitchinson Way.

Mitchinson Way, 4121 Argyle Street, 4125 Argyle Street, 3130 Cameron Street, 2430 Garnet Street, 2434 Garnet Street, 4521 E. Green Apple Drive, 4213 E. Green Olive Way, 4410 James Hill Road, 4412 James Hill Road, 4414 James Hill Road, 1229 Jubilee Avenue, 6252 Little Pine Loop, 6254 Little Pine Loop, 251 Logan Crescent, 2842 Makowsky Crescent, 2715 McDonald Street, 2035 McTavish Street, 371 Osler Street, 1569 Regent Street, 1828 Toronto Street, 5322 Tutor Way, 5330 Tutor Way, 1439 Victoria Avenue, 4235 Wakeling Street, 2217 Wascana Street, 5313 Aerodrome Road, 5600 Aerodrome Road, 5604 Aerodrome Road, 5632 Aerodrome Road, 5644 Aerodrome Road, 5648 Aerodrome Road, 5652 Aerodrome Road, 5656 Aerodrome Road, 5660 Aerodrome Road, 4450 Albulet Drive, 4462 Albulet Drive, 4502 Albulet Drive, 1032 Atkinson Street, 2043 Broder Street, 969 Cameron Street, 1440 Cameron Street, 5230 Campling Avenue, 5007 Cessna Way, 5011 Cessna Way, 5038 Cessna Way, 5124 Crane Crescent, 5128 Crane Crescent, 1060 Dorothy Street, 933 Edgar Street, 935 Edgar Street, 1125 Edgar Street, 1924 Edgar Street, 2059 Edward Street, 2116 Elliott Street, 801 Elphinstone Street, 4402 James Hill Road, 4404 James Hill Road, 4408 James Hill Road, 4416 James Hill Road, 4420 James Hill Road, 4424 James Hill Road, 1137 Lindsay Street, 2058 Lindsay Street, 2237 McAra Street, 5605 McCaughey Street, 5633 McCaughey Street, 5649 McCaughey Street, 5661 McCaughey Street, 5665 McCaughey Street, 5318 McClelland Drive, 2331 McDonald Street, 2335 McDonald Street, 2542 McDonald Street, 2546 McDonald Street, 2719 McDonald Street, 5225 Mitchinson Way, 910 Montague Street, 912 Montague Street, 5200 Parliament Avenue, 5501 Prefontaine Avenue, 815 Princess Street, 1555 Princess Street, 2253 Quebec Street, 2257 Quebec Street, 2809 Ridgway Avenue, 2810 Ridgway Avenue, 2813 Ridgway Avenue, 2814 Ridgway Avenue, 2833 Ridgway Avenue, 2834 Ridgway Avenue, 2837 Ridgway Avenue, 2838 Ridgway Avenue, 2917 Ridgway Avenue, 2921 Ridgway Avenue, 830 Robinson Street, 933 Robinson Street, 5225 Squires Road, 5302 Squires Road, 475 Toronto Street, 479 Toronto Street, 1728 Toronto Street, 1450 Wascana Street and 1855 Winnipeg 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), (CR11-163)
and (CR13-110)

AMENDS/REPEALS: N/A

CLASSIFICATION: Administrative

INITIATING DIVISION: City Planning and Development

INITIATING DEPARTMENT: Assessment, Tax and Real Estate

I:\wordpro\bylaw\2016\2016-5 the housing incentive program tax exemption bylaw 2017