

BYLAW NO. 2019-67

THE CONSERVATION OF HERITAGE PROPERTIES TAX EXEMPTION FOR
THE KERR/BRONFMAN RESIDENCE LOCATED AT 2326 COLLEGE AVENUE
BYLAW, 2019

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

Purpose

- 1 The purpose of this Bylaw is to provide a heritage property tax exemption to the owner of property located at 2326 College Avenue, pursuant to the City of Regina's Heritage Building Rehabilitation Program.

Authority

- 2 The authority for this Bylaw is clause 28(a) of *The Heritage Property Act*.

Exemption

- 3 An exemption for taxation pursuant to the City of Regina's Heritage Building Rehabilitation Program is granted for the real property owned by 101049129 Saskatchewan Ltd. (the "Owner"), located at 2326 College Avenue and legally described as:

Lot 30
Block 458
Plan No. 98RA28309
as described on Certificate of Title 01RA00314(1)

Scope of Exemption

- 4 The City shall exempt from taxation, or provide a partial exemption for, the Property in an amount equal to the lesser of:
- (a) 50 percent of the actual cost incurred by, or on behalf of, the Owner in completing the Conservation Plan on the Property; or
 - (b) an amount equivalent to the total property taxes on the Property payable for the years 2020 to 2029, inclusive.
- 5 Notwithstanding section 3 of the attached Agreement, the term of this Agreement may be extended until 2030 at the sole discretion of the Director where there have been unanticipated construction delays.

Agreement

- 6 The exemption in sections 3, 4 and 5 shall be governed by the attached form of Agreement between The City of Regina and the Owner marked as Schedule "A".

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

City Solicitor

- 7 The City Clerk is authorized to sign and seal the Agreements in section 6 on behalf of the City of Regina.
- 8 The Executive Director, City Planning and Community Development is authorized to determine whether the work done to the property is eligible for a tax exemption within the meaning of the Agreement.

Coming Into Force

- 9 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 29th DAY OF January 2020.

READ A SECOND TIME THIS 29th DAY OF January 2020.

READ A THIRD TIME AND PASSED THIS 29th DAY OF January 2020.

Mayor

City Clerk

(SEAL)

CERTIFIED A TRUE COPY

City Clerk

Schedule "A"

**HERITAGE PROPERTIES
TAX EXEMPTION AGREEMENT
2326 College Ave., Regina, Sask. Known as the Kerr / Bronfman Residence**

Agreement dated _____, 201__
(City Clerk to put in date)

Between:

THE CITY OF REGINA
(the "City")

- and -

101049129 SASKATCHEWAN LTD.
(the "Owner")

The Parties agree as follows:

Definitions

1 In this Agreement:

"Conservation Consultant" means a duly qualified professional architect or engineer or other person with substantial knowledge and experience in respect of the conservation of heritage buildings and structures;

"Conservation Plan" means the work on the Property as described in the chart and the Heritage Conservation Plan for the Kerr/Bronfman residence attached as Schedule "A" and as determined by the Director to be eligible conservation plan items for consideration pursuant to the City's Heritage Building Rehabilitation Program;

"Director" means the person occupying the position of Executive Director, City Planning and Community Development or his/her designate of the City;

"education portion of the property taxes" means the property taxes levied by the City pursuant to *The Education Property Tax Act* on behalf of the Government of Saskatchewan for the benefit of the Board of Education of the Regina School Division No. 4;

"Heritage Alteration Permit" means the permit approval given by the City to alter the Property;

“Property” means the real property located at 2326 College Ave., Regina, Saskatchewan and legally described as Lot 30, Block 458, Plan No. 98RA28309 as described on certificate of title 01RA00314(1);

“Site Review Report” means a report prepared by a Conservation Consultant that includes the following:

- (a) photographs and a description of the inspected work in progress on the Property and materials delivered to the site;
- (b) confirmation that the work on the Property and materials used conform to the Conservation Plan and any related drawings and specifications.

Authority

2 The Owner represents and warrants to the City that:

- (a) the Owner has the power, authority and capacity to enter into this Agreement and to carry out the respective obligations under this Agreement; and
- (b) the Owner has obtained all necessary approvals required to carry out the Conservation Plan with respect to the Property.

Tax Exemption

3(1) Pursuant to clause 28(a) of *The Heritage Property Act*, and subject to the terms of this Agreement, the City shall exempt from taxation, or provide a partial exemption to the Property in an amount equal to the lesser of:

- (a) 50 percent of the actual cost incurred by, or on behalf of, the Owner in completing the Conservation Plan on the Property; or
 - (b) an amount equivalent to the total property taxes on the Property payable for the years 2020 to 2029, inclusive.
- (2) Notwithstanding subsection (1), where on an annual basis the exemption of the education portion of the property taxes for the parcel would be equal to \$25,000 or more, the exemption of the education portion of the property taxes is subject to the annual approval of the Government of Saskatchewan.
- (3) Where the Government of Saskatchewan does not approve of the exemption of the education portion of the property taxes or reduces the amount of the proposed exemption, the City shall reduce the exemption of the education portion of the property taxes in accordance with the Government of Saskatchewan’s decision.

- (4) Where the exemption of the education portion of the property taxes is not approved or is reduced, the Owner will be required to pay the balance of the education portion of the property taxes and the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise been granted to the Owner.
- 4 Notwithstanding subsection 3(1) of this Agreement, the tax exemption may commence in 2021 and extend until December 31, 2030 at the sole discretion of the Director where there have been unanticipated construction delays.
- 5(1) If the Owner fails to commence the work in the Conservation Plan in accordance with this Agreement within two years after this Agreement is signed, this Agreement will be automatically terminated for all purposes, and the City will not be obligated to provide any tax exemption.
- (2) Notwithstanding sections 3 and 4 of this Agreement, the term of this Agreement shall not extend past December 31, 2030.

Owner's Covenants

- 6 The Owner agrees that:
 - (a) the Property will be used in accordance with this Agreement;
 - (b) the Owner, to the City's satisfaction, as soon as reasonably possible after the issuance of any required permits, will commence work on the conservation of the Property in accordance with any required permits and the Conservation Plan and thereafter will diligently carry out such work until the Property is conserved in accordance with any required permits, the Conservation Plan and this Agreement;
 - (c) notwithstanding any other provision, the Owner, to the City's satisfaction will fully complete the Conservation Plan by no later than ten years after the signing of this Agreement;
 - (d) the Owner will ensure that at all times during the conservation, the Property is adequately secured, supported and otherwise protected in all respects from damage or injury of any kind;
 - (e) the Owner will ensure that the Conservation Plan is carried out lawfully in all respects at all times, and without limitation to the generality of the foregoing, the Owner will ensure that, prior to commencement and during the Conservation Plan it has obtained and holds valid and unexpired permits for the work done on the Property;
 - (f) the Owner shall, prior to carrying out the Conservation Plan, obtain and hold a Heritage Alteration Permit. The Owner shall submit an application for a Heritage Alteration Permit within 120 days of the date of this Agreement and shall submit any schedules, reports and drawings required as part of the application.

- (g) the Owner will retain a Conservation Consultant to prepare and supervise the preparation of the Conservation Plan, including without limitation, all necessary architectural drawings for and to supervise the planning and carrying out of the Conservation Plan, and the Owner will ensure that the Conservation Plan is prepared, planned and carried out in that way;
 - (h) the Owner, in carrying out the Conservation Plan, will notify the City and obtain its explicit prior written approval from the Director for any deviation from or modification to the Conservation Plan; and
 - (i) on completion of the Conservation Plan, the Owner will deliver to the City a written report, prepared, signed and certified by the Conservation Consultant, showing that the work has been completed in accordance with the Conservation Plan, and upon issuance of verification by the Director that the Property has been completed to the City's satisfaction the Conservation Plan will be considered to be complete.
- 7 The Owner shall promptly:
- (a) notify the City of any occurrences which would, pursuant to this Agreement, discontinue or terminate the tax exemption;
 - (b) provide the City Assessor with any information or documentation requested by the City Assessor to complete and check the assessment of the Property;
 - (c) provide the Director with any information, documentation, or access to the Property requested by the Director to check the progress of construction for the purposes of this Agreement.
- 8 The Owner shall ensure that the Property retains its formal heritage designation as Municipal Heritage Property, in accordance with *The Heritage Property Act*.
- 9(1) Upon completion of an item of the Conservation Plan, the Owner shall submit to the Director:
- (a) a written report, prepared, signed and certified by the Conservation Consultant, showing that the work item or items have been completed in accordance with the Conservation Plan;
 - (b) the written report will be submitted by September 30 of each year and will align with itemized receipts made for actual costs incurred in the form of an itemized annual progress claim which corresponds with the eligible work items identified in the Conservation Plan and any related drawings and or specifications; and

- (c) a Site Review Report which corresponds with the payments outlined in clause (b) that is prepared by a Conservation Consultant to verify the receipts provided in the progress claim.
- (2) If a work item that is submitted does not qualify as a Conservation Plan item, then it shall not be included for the purposes of calculating this tax exemption.
 - (3) The Director may request further documentation from the Owner and may independently gather estimates as to the Conservation Plan to confirm the authenticity of the documentation of payments made for actual costs incurred (i.e. itemized invoices and receipts).
 - (4) In the event that actual costs exceed the corresponding estimates by more than 10 percent, the Owner shall provide full particulars as to the reason(s) for such overruns.
 - (5) 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 the Conservation Plan.
 - (6) The tax exemption will not be granted unless and until the Director receives the documentation required by this section and has confirmed the authenticity of the same.
 - (7) The Director will conclusively determine the cost of Conservation Plan items in Schedule "A" after he or she has viewed the estimates and received information pursuant to section 9.
- 10 Upon completion of the Conservation Plan, or portion thereof, the Director:
- (a) shall review the documentation submitted pursuant to section 9;
 - (b) may inspect the Property to confirm the completion of the Conservation Plan, or portion thereof; and
 - (c) shall certify the amount of the tax exemption to be conferred pursuant to this Agreement.
- 11 Once the Director has certified the amount(s) of the exemption to be granted to the Owner, the Director shall provide the particulars of the amount(s) to the City Assessor.
- 12(1) For 2020, the tax exemption shall only be applied where the Conservation Plan items or portion thereof is completed and submitted to the City prior to September 30, 2019 and shall be limited to 50 per cent of eligible expenditures.
- (2) For tax years after 2020, the Conservation Plan items or any portion thereof completed and submitted to the City by September 30 in each year shall be eligible for an exemption in the following years and shall be limited to 50 percent of eligible expenditures.

Termination

- 13(1) The tax exemption shall continue only for so long as the Owner complies with the terms of this Agreement.
- (2) Where the Owner has not complied with a term of the Agreement, the City may terminate the Agreement by notice to the Owner.
- 14(1) The tax exemption shall 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 improvements on the Property do not conform to all civic and provincial laws governing the construction and use of the improvements, including any permits, zoning bylaws, *The Uniform Building and Accessibility Standards Act* and *The Planning and Development Act, 2007*; or
 - (d) there are outstanding taxes (including special taxes, local improvement levies, utility charges, and any other such charges or fees added to the taxes) owing on the Property which are not exempt.
- 15 If the City terminates the Agreement pursuant to section 13, or if the tax exemption ceases pursuant to section 14, the Property shall be taxable on a pro-rated basis for that portion of the year during which the exemption granted no longer continues.
- 16 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, subject to any statutory right of appeal against the assessment of the Property.
- 17 The amount of the assessment is subject to change in future years.
- 18 The tax exemption granted pursuant to this Agreement 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.
- 19 This Agreement will be void if there are outstanding taxes owing on the Property as of the date this Agreement is signed.

Notices

- 20(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 mail, addressed:

To the City at:

City Clerk
City of Regina
2476 Victoria Avenue
P.O. Box 1790
Regina, SK S4P 3C8

To the Owner at the following address:

College Ave.
Attic-2334
Regina, Sask. S4P 1C7

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

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

General

- 21(1) The Owner releases, indemnifies and saves harmless the City and all City personnel, from and against all liabilities, actions, statutory or other proceedings, judgements, investigations, claims, losses, loss of profit, damages, consequential damages, fines, penalties, costs and legal costs on a solicitor and own client basis:
- (a) which the City or any City personnel may suffer or incur, in the case of the indemnity contained herein; and
 - (b) which the Owner or its directors, officers, employees, contractors, agents or licensees may suffer or incur, in the case of the release contained herein, in each case, arising out of or in any way connected with:
 - (i) this Agreement;
 - (ii) the City withholding any permits in respect of the Property, until the Owner have fully complied with all requirements of the City in this Agreement and otherwise applicable to the Property;
 - (iii) the issuance of any permit in respect of the Property;
 - (iv) any release of this Agreement or the loss of any of the rights granted under this Agreement; and/or
 - (v) the non-compliance, if any, of the Property with any City bylaw.

- (2) The releases and indemnities set out in subsection (1) shall survive the expiration or earlier termination of this Agreement and shall survive any modification, release or partial release of any of the covenants created by this Agreement.

Waiver

- 22 The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver nor will any single or partial exercise by the City of any right under this Agreement preclude any other future exercise of any right. The remedies provided for in this Agreement will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City will be deemed to be in addition to and not, except as expressly stated, restrictive of the remedies of the City at law or in equity.
- 23 Time shall be of the essence in the performance of the Parties' respective obligations.

Enforcement

- 24 In any action to enforce this Agreement the City shall be entitled to court costs on a solicitor and own client basis. In addition to any other rights the City may have pursuant to this Agreement or at law or in equity, the City may enforce this Agreement by mandatory and prohibitory injunctions.

Enurement

- 25 This Agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees and this Agreement shall charge and run with the Property and shall enure to the benefit of and be binding upon the Owner's successors in title and their respective trustees and successors in title and all parties claiming through such Owner.
- 26(1) This 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 on behalf of the City.
- 27 If this Agreement or any part of it is found to be invalid or ultra vires of the Regina City Council, then the City shall not be liable to the Owner for any amount of the invalid or unlawful exemption which would otherwise have been granted to the Owner.
- 28 This Agreement shall not become effective until adopted by bylaw of City Council of the City and fully executed by the parties to the Agreement.
- 29 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.
- 30 The parties agree that the Agreement may be transmitted by facsimile, email or such similar device and that the reproduction of signatures by facsimile or such other device

will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signatures.

The City of Regina

Per: _____ {seal} Date: _____
The City Clerk

The Owner

101049129 Saskatchewan Ltd.

Per: _____ {seal} Date: _____
Authorized Signing Officer

* If the corporate seal of the corporation is not affixed, then the 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.

SCHEDULE "A"

CONSERVATION PLAN ITEMS 2326 College Ave.	ESTIMATED COST
Replacement of deteriorating brick foundation including: <ul style="list-style-type: none"> (a) Remove, salvage clean and store existing brick base – prepare for re-installation (b) Demolish existing sun room for foundation repair and return to original 1912 covered veranda design (c) Excavate/demolish existing brick foundation and replace with proper foundation structure and support (d) Update mechanical and electrical distribution/insulate basement and update as per code (e) Reinstall salvaged brick and stone cap as per original, reestablish design elements such as the patio, covered veranda and return exterior elements (1 door and 1 window) to original design 	
TOTAL ESTIMATE OF ELIGIBLE COSTS	\$349,197.41

The Conservation Plan follows this page.

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 **101049129 SASKATCHEWAN LTD.** named in the Tax Exemption Agreement to which this Affidavit is attached.
2. I am authorized by **101049129 SASKATCHEWAN LTD.** to execute the Tax Exemption Agreement without affixing the Corporate Seal of the Corporation.

Sworn/Affirmed before me at _____, _____
on _____, 20____
Month Date

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

Being a lawyer —or—
My commission expires:

Signature of Signing Authority

ABSTRACT

BYLAW NO. 2019-67

THE CONSERVATION OF HERITAGE PROPERTIES TAX EXEMPTION FOR
THE KERR / BRONFMAN RESIDENCE LOCATED AT 2326 COLLEGE AVENUE
BYLAW, 2019

PURPOSE: To provide a heritage property tax exemption to the owner of property located at 2326 College Avenue, Regina, SK.

ABSTRACT: The owner of the property located at 2326 College Avenue will receive a heritage property tax exemption, which is governed by a tax exemption agreement between the parties.

**STATUTORY
AUTHORITY:** Clause 28(a) of *The Heritage Property Act*.

MINISTER'S APPROVAL: N/A

PUBLIC HEARING: N/A

PUBLIC NOTICE: N/A

REFERENCE: Finance and Administration Committee, December 2, 2019, FA19-21

AMENDS/REPEALS: N/A

CLASSIFICATION: Executory

INITIATING DIVISION: City Planning and Community Development

INITIATING DEPARTMENT: Parks, Recreation & Cultural Services