

BYLAW NO. 2023-8

THE CONSERVATION OF HERITAGE PROPERTIES TAX EXEMPTION FOR  
DARKE BLOCK LOCATED AT 2125 11<sup>th</sup> AVENUE BYLAW, 2023

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 the property located at 2125 11<sup>th</sup> Avenue, pursuant to the City of Regina’s Heritage Incentive Policy.

**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 Incentive Policy is granted for the real property owned by Mertz (MJ) Holdings Inc. (the “Owner”), located at 2125 11<sup>th</sup> Avenue and legally described as:

Surface Parcel: 107280783  
Lot 56  
Block 307  
Plan 00RA12095, Extension 0

**Scope of Exemption**

4(1) 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 Eligible Work on the Property; or
- (b) \$116,445.21

(2) For greater certainty, in no case shall the total amount of property taxes exempted for the tax years from 2024 to 2033 (or 2034 where extended), inclusive exceed \$116,445.21.

5 Notwithstanding section 3 of the attached Agreement, the term of this Agreement may be extended until 2034 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 Agreement 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 25<sup>th</sup> DAY OF January 2023.

READ A SECOND TIME THIS 25<sup>th</sup> DAY OF January 2023.

READ A THIRD TIME AND PASSED THIS 25<sup>th</sup> DAY OF January 2023.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

(SEAL)

CERTIFIED A TRUE COPY

\_\_\_\_\_  
City Clerk

Schedule "A"

**HERITAGE PROPERTIES  
TAX EXEMPTION AGREEMENT  
2125 11<sup>TH</sup> AVENUE  
DARKE BLOCK**

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

Between:

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

- and -

**MERTZ (MJ) HOLDINGS INC.**  
(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;

**"Director"** means the person occupying the position of Executive Director, City Planning and 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 and the Board of Education of the Regina Roman Catholic Separate School Division No. 81 of Saskatchewan;

**"Eligible Work"** means the work on the property as determined by the Director to be eligible for consideration pursuant to the City's *Heritage Incentive Policy* and which corresponds with the eligible work items presented to the Executive Committee on November 30, 2022, which work is generally described in Schedule A to this Agreement.

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

**“Major Grant”** means a Major Grant provided to the Owner by the City pursuant to the city’s Heritage Incentives Policy.

**“Property”** means the real property owned by the Owner located at 2125 11<sup>th</sup> Avenue, Regina, Saskatchewan and legally described as:

Surface Parcel: 107280783  
 Lot 56, Blk/Par 307, Plan 00RA12095 Ext. 0 as described on Certificate of Title  
 00RA12095AG

### **Authority**

- 2 The Owner represents and warrants to the City that:
- (a) they have the power, authority and capacity to enter into this Agreement and to carry out the respective obligations under this Agreement; and
  - (b) they have obtained all necessary approvals required to carry out the Eligible Work 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 Eligible Work on the Property; or
  - (b) \$116,445.21.

For greater certainty, in no case shall the total amount of property taxes exempted under this Agreement for the tax years from 2024 to 2033 exceed \$116,445.21.

- (1.2) The total amount of the exemption provided in subsection (1) shall be applied on the Property’s tax account annually based on the Eligible Work completed on the Property from 2023 to 2032, until the total amount in subsection (1) is exhausted.
- (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.
  - (5) Where the Property is eligible for a Major Grant from the City in addition to the tax exemption provided in this Agreement, the Owner is required to submit invoices and exhaust the funding under the Major Grant agreement prior to submitting Eligible Work for the purposes of a tax exemption.
  - (6) Where the Owner completes the Eligible Work or an item of the Eligible Work and receives funding under a Major Grant agreement from the City for that work or an item of that work, the Owner is not eligible to submit that same invoice and item for a tax exemption under this Tax Exemption Agreement.
  - (7) The combined value of any Major Grants and tax exemptions received by the Owner from the City shall not exceed 50% of the actual cost incurred by, or on behalf of, the Owner in completing the Eligible Work on the Property.
- 4 Notwithstanding subsection 3(1) of this Agreement, the tax exemption may commence in 2025 and extend until 2034 at the sole discretion of the Director where there have been unanticipated construction delays.
- 5(1) If the Owner fails to commence the Eligible Work 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, 2034.

### **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 the Eligible Work on the conservation of the Property in accordance with any required permits and the *Standards and Guidelines for the Conservation of Historic Places in Canada* and thereafter will diligently carry out such work until the Property is conserved in accordance with any required permits and this Agreement;
  - (c) notwithstanding any other provision, the Owner, to the City's satisfaction will fully complete the Eligible Work 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 Eligible Work 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 Eligible Work 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 Eligible Work, obtain and hold a Heritage Alteration Permit and any other permits required, including Building Permits. 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, in carrying out the Eligible Work, will notify the City and obtain its explicit prior written approval from the Director for any deviation from or modification to the Eligible Work.

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(1) The Owner shall ensure that the Property retains its formal heritage designation as Municipal Heritage Property, in accordance with *The Heritage Property Act*.

(2) The Owner shall ensure the Property is maintained in an attractive, tidy and safe condition in compliance with all legislation, including any heritage property maintenance bylaw that may be enacted in the future and including Bylaw 2016-2, *The Regina Community Standards Bylaw* and Bylaw 2003-7, *A Bylaw of The City of Regina Pursuant to The Uniform Building and Accessibility Standards Act and The Cities Act*.

9(1) Upon completion of the Eligible Work or an item of the Eligible Work, the Owner shall submit to the Director:

- (a) where requested by the City, a written report, prepared, signed and certified by the Conservation Consultant, showing that the work has been completed in

accordance with the description of the Eligible Work in Schedule A, it meets all permit requirements, including Heritage Alteration Permits and building permits and that it conforms with the *Standards and Guidelines for the Conservation of Historic Places in Canada*; and

- (b) detailed written documentation of payments made for actual costs incurred (i.e. itemized invoices and receipts) in the completion of identified Eligible Work items as described in Schedule A.
- (2) If a work item that is submitted does not qualify as an Eligible Work 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 Eligible Work 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 Eligible Work.
  - (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 Eligible Work items in Schedule “A” after he or she has viewed the estimates and received information pursuant to section 9.
  - (8) To be eligible for the tax exemption, the Owner is required to ensure that all Eligible Work be:
    - (a) of good quality; and
    - (b) completed in good and professional manner, in accordance with good and recognized standards, methods, practices and principles employed in the industry for similar work.
- 10 Upon completion of the Eligible Work, 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 Eligible Work, 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 2024, the tax exemption shall only be applied where the Eligible Work items or portion thereof is completed and submitted to the City prior to September 30, 2023 and shall be limited to the lesser of 50 per cent of eligible expenditures or \$116,445.21.
- (2) For tax years after 2024, the Eligible Work 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 the lesser of 50 percent of eligible expenditures or \$116,445.21.

### **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 Owner fails to comply with any provision of the City's Heritage Incentive Policy or any grant agreements that it has entered into with respect to the Property;
  - (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 permits, zoning bylaws, building bylaws, *The Uniform Building and Accessibility Standards Act* and *The Planning and Development Act, 2007*; or
  - (e) 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 or portions of the Property which are not exempt or the Owner has other fees or charges that are owed to the City.
- 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:  
 Darren Larson  
 P.O. Box 1234  
 Weyburn, SK S4H 2L5

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.
- 21(1) The Owner shall notify the Director in writing within 15 days prior to the transfer of the title in the event that the Property
- (2) This agreement is not assignable without prior written approval of the City, which will be determined in the sole discretion of the Director and will only be granted where the new owner meets the eligibility criteria outlined in the City's Heritage Incentive Policy.
- 22(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.
- 23 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 Owners.
- 24 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.
- 25 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by any of the parties and the other parties may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

The Parties have executed the Agreement on the date first written above.

**CITY OF REGINA**

\_\_\_\_\_  
City Clerk

**MERTZ (MJ) HOLDINGS INC.**

Seal

\_\_\_\_\_  
Authorized Signing Officer

**SCHEDULE A**

<b>ELIGIBLE WORK ITEMS</b> <b>2125 11<sup>th</sup> Avenue</b>	<b>ESTIMATED COST</b>
<b>For Major Grant &amp; Tax Exemption</b> 1. Purging and cleaning of HVAC system. 2. Remove fan from existing multizone air handling unit and replace with fan array. 3. Install 14 new VAV boxes in the zone being served and run control wiring back to air handler controller and zone damper controllers. Clean existing heating and cooling coils. 4. Supply and install electrical revisions required for new fan and VAV power. 5. Allowance for design assistance included.	
<b>A total estimate of eligible costs for Major Grants &amp; Tax Exemption</b>	<b>\$272,890.41</b>

**AFFIDAVIT OF SIGNING AUTHORITY**

CANADA  
SASKATCHEWAN

I, \_\_\_\_\_ of Regina, Saskatchewan,  
Print Full Name of Signing Authority

MAKE OATH/AFFIRM AS FOLLOWS:

1. I am \_\_\_\_\_ (list position) of **MERTZ (MJ) HOLDINGS INC.** in the Tax Exemption Agreement to which this Affidavit is attached.
2. I am authorized by **MERTZ (MJ) HOLDINGS INC.** to execute the Tax Exemption Agreement without affixing the Seal of the Organization.

Sworn/Affirmed before me at \_\_\_\_\_, \_\_\_\_\_  
 on \_\_\_\_\_, 20\_\_\_\_  
 Month Date

\_\_\_\_\_  
Signature of Signing Authority

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

**ABSTRACT**

BYLAW NO. 2023-8

**THE CONSERVATION OF HERITAGE PROPERTIES TAX EXEMPTION FOR  
DARKE BLOCK LOCATED AT 2125 11<sup>TH</sup> AVENUE BYLAW, 2023**

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**PURPOSE:** To provide a heritage property tax exemption to the owner of property located at 2125 11<sup>th</sup> Avenue, Regina, SK.

**ABSTRACT:** The owner of the property located at 2125 11<sup>th</sup> 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:** Executive Committee, November 30, 2022, EX22-131, City Council, December 7, 2022, CR22-135, Heritage Incentive Policy, CR22-30, March 16, 2022

**AMENDS/REPEALS:** N/A

**CLASSIFICATION:** Executory

**INITIATING DIVISION:** City Planning and Community Development

**INITIATING DEPARTMENT:** Parks, Recreation & Cultural Services