

BYLAW NO. 2023-93

THE REVITALIZATION INCENTIVE POLICY TAX EXEMPTION FOR 2125 11TH
AVENUE BYLAW, 2023

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

Purpose

- 1 The purpose of this Bylaw is to provide a revitalization incentive policy tax exemption to the owner of the property located at 2125 11th Avenue, pursuant to the City of Regina’s Revitalization Incentive Policy.

Authority

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

Exemption

- 3 An exemption for taxation pursuant to the City of Regina’s Revitalization Incentive Policy is granted for the real property owned by Mertz (MJ) Holdings Inc. (the “Owner”), located at 2125 11th Avenue and legally described as:

Lot 56
Block 307
Plan 00RA12095 Ext 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) five years of property taxes on the property; or
 - (b) the actual costs of Eligible Work.

Agreement

- 5 The exemption in section 3 shall be governed by the form of Revitalization Incentive Policy Tax Exemption Agreement between The City of Regina and the Owner attached hereto as Schedule “A”.
- 6 The City Clerk is authorized to sign and seal the Agreement in section 6 on behalf of the City of Regina.
- 7 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.

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

City Solicitor

Coming Into Force

8 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 6th DAY OF December 2023.

READ A SECOND TIME THIS 6th DAY OF December 2023.

READ A THIRD TIME AND PASSED THIS 6th DAY OF December 2023.

Mayor

City Clerk (SEAL)

CERTIFIED A TRUE COPY

City Clerk

Schedule "A"

REVITALIZATION INCENTIVE POLICY TAX EXEMPTION AGREEMENT

Dated for reference the ____ day of _____, 20____ (City Clerk to fill in)

BETWEEN:

THE CITY OF REGINA
a city continued under *The Cities Act*
(the "City")

- and -

Mertz (MJ) Holdings Inc.
a business corporation incorporated pursuant to the laws of Saskatchewan
(the "Owner")

WHEREAS the Owner has completed replacing an electrical panel and repairing a service elevator inside the building.

THE PARTIES AGREE AS FOLLOWS:

Definitions

1 In this Agreement:

- (a) **"Actual Costs"** means the total value of Eligible Work incurred by the Owner based on invoices and other documentation submitted by the Owner after the completion of the Eligible Work;
- (b) **"Building Permit"** means a permit issued under *The Building Bylaw* of the City of Regina authorizing the construction of a building;
- (c) **"City Assessor"** means the City of Regina City Assessor or his or her designate;
- (d) **"Development Permit"** means a document authorizing a development, as defined in *The Planning and Development Act, 2007*, issued pursuant to *The Regina Zoning Bylaw, 2019*;
- (e) **"Dwelling Unit"** means a self-contained living unit of one or more rooms containing cooking facilities, sanitary facilities, living quarters and/or sleeping quarters;
- (f) **"Education portion of the property taxes"** means the property taxes levied by the City pursuant to The Education Property Tax Act for the benefit of the Board

of Education of the Regina School Division No. 4 and the Board of Education of the Regina Roman Catholic Separate School Division No. 81 of Saskatchewan;

- (g) **“Eligible Work”** means the work on the Property approved under the Revitalization Incentive Policy and described in Schedule A;
- (h) **“Executive Director”** means the Executive Director, City Planning & Community Development or designate;
- (i) **“Funding Commitment”** means a written commitment by the City to provide a tax exemption upon completion of Eligible Work and fulfilment of the terms of this Agreement;
- (j) **“Gross Floor Area”** means the total area of a floor in a building or structure that is primarily indoors, measured between the exterior faces of the exterior walls of the building or structure at the level of each storey, excluding any areas used for off-street unloading, parking, mechanical equipment, stairways or shafts;
- (k) **“Revitalization Incentive Policy”** means the City’s Revitalization Incentive Policy with the effective date of January 01, 2023;
- (l) **“Letter of Completion”** means a letter issued by the City of Regina indicating the Eligible Work is complete;
- (m) **“Occupancy Permit”** means a permit issued under *The Building Bylaw* of the City of Regina authorizing the occupancy of a building;
- (n) **“Project”** means the comprehensive work to take place on the Property or in relation to the work to take place on the Property, including but not limited to Eligible Work;
- (o) **“Property”** means the real property located at 2125 11th Avenue and legally described as:

Lot 56-Blk/Par 307-Plan 00RA12095 Ext 0

- (p) **“Property Taxes”** include municipal, library and education levies. Local improvement fees, business improvement fees, laneway charges, deferred levies, any other charges on the property tax bill and any other payments made to the City are not considered Property Taxes for the purposes of this Agreement.

Purpose

2 The purpose of this Agreement is for the City to:

- (a) provide the Owner with a tax exemption upon completion of the Eligible Work; and

- (b) to indemnify the terms and conditions that must be met with respect to the tax exemption outlined in (a).

Tax Exemption

- 3(1) Pursuant to subsection 262(4) of *The Cities Act*, and subject to the terms and conditions contained in 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) five years of property taxes on the property; or
 - (b) the actual costs of Eligible Work.
- (2) Notwithstanding subsection (1), where on an annual basis the exemption of the education portion of property taxes for the parcel on which the Property exists 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.
- (4.1) Where the Owner completes the Eligible Work or an item of the Eligible Work and receives grant funding or a tax exemption for that work or an item of that work under any other grant program or tax exemption program that the City offers, the Owner is not eligible to submit that same invoice and item for a tax exemption under this Tax Exemption Agreement.
- (4.2) Where the Owner is eligible, is receiving or will be receiving a grant or tax exemption related to the Property under any other grant program or tax exemption program that the City offers at the same time as they are eligible or receiving a tax exemption under this Agreement, the City in its sole discretion will determine the timing of when this tax exemption will be applied and whether they must exhaust those programs first or this program first.
- (5) Subject to subsection (6), the tax exemption provided in subsection (1) shall begin after the Owner has met the following requirements:
 - (a) The City, in its sole discretion, has determined that all Eligible Work has been completed as evidenced by an inspection of the Property by City staff confirming the Eligible Work has been completed;

- (i) Tax exemptions can only start after all Eligible Work has been completed, not upon completion of parts of Eligible Work.
 - (ii) The tax exemption provided in subsection (1) can only start after previously approved exemptions from the Heritage Incentive Program have been fully applied.
- (b) The Owner has submitted the following documentation to the City:
- (i) An inspection of the Property by City staff confirming the Eligible Work has been completed;
 - (ii) Proper invoices with the following information for all Eligible Work have been submitted and approved by City staff:
 - (1) The name and address of the contractor or service provider who performed the work;
 - (2) The date of the invoice and the period during which the work was performed of materials provided;
 - (3) Information identifying contracts or other authority under which services or materials were supplied, if applicable (the contracts themselves are not required);
 - (4) A description, including quantity if appropriate, of the services or materials supplied; and
 - (5) The section number in Schedule A for the work to which the invoice relates.
 - (iii) Receipts showing the amount paid for the services and materials in each invoice, attached to the appropriate invoice(s);
 - (iv) Digital images of the completed Project, including exterior images and images of interior areas where work was performed;
 - (v) Total construction value of the Project;
 - (vi) Total Gross Floor Area brought into compliance with building or fire codes; and
 - (vii) A completed applicant feedback survey.
- (c) The Owner has no outstanding property taxes, utility bills or other charges owing to the City;

- (d) The Owner is not in default of any obligation under any municipal grant or exemption program and are not in active litigation against the City;
 - (e) There are no outstanding building code, fire code or property standards orders on the Property;
 - (f) The City has verified the completed Eligible Work complies with the terms of this Agreement and the Revitalization Incentive Policy.
- (6) Subject to subsection (10), where the Owners meet the requirements of clause 5(b):
- (a) on or before September 30 of a given year, the Owner shall be eligible for the tax exemption in subsection (1) beginning January 1 of the following year so long as all other requirements of this Agreement are met;
 - (b) after September 30 of a given year, the Owner shall be eligible for the tax exemption in subsection (1) beginning January 1 in the year two years after the year in which the requirement were met, so long as all other requirements of this Agreement are met.
- (7) The Executive Director, in their sole discretion, will conclusively determine actual costs based on the proper invoices and receipts submitted in clause 5(b) and the following principles:
- (a) only costs incurred for work done within 365 days prior to the date a Funding Commitment is issued will be included as actual costs.
 - (b) costs will be deemed to be incurred based on the date shown on the proper invoice or attached receipt, whichever is earlier.
- (8) The Executive Director, in their sole discretion, may defer the start of the tax exemption for up to one year.
- (9) Where the Owner does not fulfil the requirements of clause 5(b) within 6 months from the date City staff inspected the Property and confirmed all work was completed, the Executive Director may terminate this Agreement and withdraw the funding committed.
- (10) Where the Owner does not fulfil all of the requirements of clauses 5(c) through 5(e), the City may withhold the tax exemption start until the required conditions are met.
- (11) Where all or a portion of the completed Eligible Work does not comply with the terms of this Agreement and the Revitalization Incentive Policy the Executive Director may terminate this Agreement and tax exemption or provide a reduced tax exemption amount based on the Eligible Work completed.

Terms and Conditions

- 4(1) The execution of this Agreement in no way constitutes a Development Permit, Building Permit or Heritage Alteration Permit approval.
- (2) The Project shall finish by October 31, 2025.
- (3) The Executive Director may approve a request, submitted in writing, for an extension to the construction start or end dates.
- (4) Where the City determines the Project did not meet the construction start and end dates, the Executive Director may terminate this Agreement.
- (5) The Owner shall notify the City of any changes to the scope of Eligible Work or design changes during the permitting and construction process. Where changes to the scope of Eligible Work or design occur, the City may require the Owner to enter into an amended funding Agreement. This may include but is not limited to changes in the Eligible Work.
- (6) Where the City determines, there were changes to the scope of Eligible Work or design and the Owner did not notify the City, the Executive Director may terminate this Agreement and withdraw the funding commitment.
- (7) Where the City determines the Project does not comply with City Development and Building Permit requirements, provincial building codes, *National Building Code* or *National Fire Code*, the Executive Director may terminate this Agreement.
- (8) The City may announce the Project to the media or highlight the Project on the City of Regina website or social media account.
- (9) Any issue as to whether this Agreement has been complied with shall be conclusively determined by the Executive Director.

Owners' Covenants

- 5 The Owner shall promptly:
 - (a) notify the City of any occurrences which would terminate this Agreement;
 - (b) provide the City with any information, documentation or access to the Property requested by the City to assess compliance with the Agreement and monitor progress of Eligible Work; and
 - (c) provide the City Assessor with any information or documents requested by the City Assessor to complete and check the assessment of the Property.

Audit

- 6(1) For the purpose of assessing compliance, the Owner will allow the City, and its representatives, agents or employees to inspect the books, records and accounts of the

Owner relative to this Agreement at all reasonable times and to take extracts from such books, records and accounts.

- (2) On written request by the City, the Owner shall provide the City with all information and documentation that may be required to complete an audit described in subsection (1).

Standards

7(1) The Owner will ensure that all work is:

- (a) of good quality; and
 - (b) completed in a good and professional manner, in accordance with good and recognized standards, methods, practices and principles employed in the industry for similar work.
- (2) The Owner will procure all permits, licenses, certificates, clearances or consents required for the Project.
- (3) The Owner will:
- (a) ensure the Project complies with applicable federal, provincial or municipal statutes, regulations, guidelines, standards, and bylaws; and
 - (b) indemnify and hold harmless the City from and against any and all claims arising out of non-compliance or breach of any environmental protection statutes, regulations, guidelines, standards and bylaws.

Indemnity

- 8(1) In this section, “City” includes the City’s respective councillors, directors, officers, employees, agents and representatives.
- (2) The Owner will indemnify the City and hold the City harmless against all claims, liabilities, losses, damages, costs, expenses, causes of action, demands or other proceedings relating to the injury or death of anyone, or to the damage to or loss of any property, that is in the manner based upon, occasioned by attributable to, or arises out of:
- (a) any breach or failure by the Owner to perform any provision of this Agreement;
 - (b) the misconduct or negligence of the Owner, its contractors, officers, agents or employees.
- (3) The City neither makes representations about nor assumes any responsibility for any decision of an engineering, architectural or other technical nature.
- (4) This section will survive the expiration or termination of this Agreement.

Relationship between the City and the Owner

- 9(1) The City's role is confined to providing a tax exemption for the Eligible Work.
- (2) Nothing in this Agreement should be construed to make the Parties principal and contractor or agent, partners or joint venturers or render either of them liable for the acts, omissions, debts, responsibilities or obligations of the other.

Termination

- 10(1) The City may immediately terminate this Agreement upon giving notice to the Owner where:
- (a) the Owner is adjudged bankrupt or is so adjudged;
 - (b) the Owner makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Owner's insolvency;
 - (c) the Owner, prior to or after entering into the Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to the City; or
 - (d) the Owner claims any of the Eligible Work items described in Schedule A, which have previously been claimed under another grant program or tax exemption program that the City offers.
- (2) Without prejudicing any other right or remedy the City has, the City may terminate this Agreement by written notice to the Owner, if the Owner does not meet any obligation under this Agreement and the obligation is not met within 30 days after the City gives the Owner notice that the obligation is not met.
- (3) If the City terminates this Agreement according to subsection (2), then the termination is effective immediately at the end of the notice period.
- (4) If the City terminates this Agreement for any reason, the tax exemption will cease and the full amount of the property taxes for the year in which the event which caused the termination occurred and any subsequent years in which a tax exemption was received will become due and owing as of the date of the termination, including any penalties incurred, and the property will become fully taxable for any subsequent years.
- (5) The City will not withhold its consent to a written request to an extension of the notice period given according to subsection (2) as long as:
- (a) the City is reasonably satisfied that the Owner is making a diligent effort to meet all the obligations that have been breached; and
 - (b) it is not reasonably possible to meet the obligation within the original notice period.

- (6) This section does not limit the City from resorting to any one or combination of remedies whether available in this Agreement, at law or in equity.
- (7) If the City terminates according to subsection (1) or (2), the Owner must immediately repay the City for the total tax exemptions paid to the Owner under this Agreement, or a lesser amount as the City may determine or if no tax exemption has been paid, the City shall not be obligated to pay any tax exemption under this Agreement.
- (8) If the City fails to require the Owner to fulfil the Owner's obligations, or to exercise any rights under this Agreement, the failure will not constitute a waiver, a renunciation or a surrender of the unexercised rights.

Reporting Guidelines

- 11 When requested by the Executive Director, the Owner shall be required to provide the Executive Director with progress reports briefly outlining the progress and status of the performance of the Owner's obligations as outlined in this Agreement and any problems requiring resolution.

Notices

- 12(1) Any notice or other formal communication given to one Party by another according to this Agreement must be in writing and must be delivered in person, sent by prepaid registered or certified mail or e-mail addressed as follows or to any alternate address of which a Party may advise another Party by notice:

To the City at:

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

Email: revitalize@regina.ca

To the Owner:

Mertz (MJ) Holdings Inc.
 Box 1234
 Weyburn, Saskatchewan S4H 2L5

Email: rpetersen@mertzmtg.com

- (2) If a notice is posted or sent according to subsection (1), then it is deemed given on the third business day after the date of such mailing.
- (3) If the postal service is interrupted or substantially delayed, then all notices must be delivered in person or via e-mail.

General

- 13(1) No delay, neglect or forbearance by the City or the Owner in enforcing any term, condition or obligation of this Agreement will be or be deemed to be a waiver or in any way prejudice any right of the Party, and any waiver of any term, condition, obligation or breach of this Agreement must be in writing to be effective.
- (2) Unless this clause in which a right or remedy is provided states specifically otherwise, the rights and remedies provided under this Agreement are cumulative and in addition to any rights or remedies provided or available at law or in equity.
- (3) This Agreement constitutes the entire and exclusive agreement between the Parties and supersedes all prior agreements, undertakings, representations and understandings, whether written or oral, between the parties or their representatives.
- (4) If any provision of this Agreement is held to be invalid or unenforceable, the provision is severed from this Agreement and its invalidity or unenforceability will not invalidate impair the remaining provisions and this Agreement will be construed as if the provision had never been part of the Agreement.
- (5) 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.
- (6) The headings used in this Agreement are for convenience only and have no legal effect.

Assignment

- 14(1) This Agreement is not assignable without the prior written consent of the City.
- (2) The City may assign this Agreement to a new Owner who satisfies the criteria established in this Agreement and the City's Revitalization Incentive Policy.

Amendments

- 15(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.

Governing Law

- 16 This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein and the parties hereby irrevocably attorn to the jurisdiction of the courts of Saskatchewan.

Survival

17 All representations, warranties and indemnities set out in this Agreement shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, each Party has executed this Agreement on the date indicated below.

The City of Regina

Per: _____ { seal }
The City Clerk

Date: _____
DD-MMM-YYYY

Mertz (MJ) Holdings Inc.

Per: _____ { seal }
Authorized Signing Officer

Date: _____
DD-MMM-YYYY

Per: _____ { seal }
Authorized Signing Officer

Date: _____
DD-MMM-YYYY

* If the corporate seal of the Owner 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.

Schedule A – Eligible Work

Eligible Work Items	Cost	Policy Section
1. Service Elevator Repair Work - Web Phone Installation	\$12,595.00	4.8.4 (N)
2. Service Elevator Repair Work - Roller Replacement	\$10,450.00	4.8.4 (N)
3. Electrical Panel Replacement	\$7,150.00	4.8.4 (E)
Total	\$30,195.00	

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 Mertz (MJ) Holdings Inc. (the Owner) named in the Revitalization Incentive Policy Capital Contribution Agreement to which this Affidavit is attached.
2. I am authorized by the Owner to execute the Revitalization Incentive Policy Tax Exemption Agreement without affixing the Corporate Seal.

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. 2023-93

THE REVITALIZATION INCENTIVE POLICY TAX EXEMPTION
FOR 2125 11TH AVENUE BYLAW, 2023

PURPOSE: To provide a revitalization incentive policy tax exemption to the owner of property located at 2125 11th Avenue, Regina, SK.

ABSTRACT: The owner of the property located at 2125 11th Avenue will receive a revitalization incentive policy tax exemption, which is governed by a tax exemption agreement between the parties.

STATUTORY
AUTHORITY: Subsection 262(4) of *The Cities Act*

MINISTER'S APPROVAL: N/A

PUBLIC HEARING: N/A

PUBLIC NOTICE: N/A

REFERENCE: Executive Committee, November 15, 2023, EX23-87, City Council, November 22, 2023, CR23-122, Revitalization Incentive Policy, November 22, 2023

AMENDS/REPEALS: N/A

CLASSIFICATION: Executory

INITIATING DIVISION: City Planning and Community Development

INITIATING DEPARTMENT: Planning & Development Services