

BYLAW NO. 9752

The 602 (Lynx) Wing Saskatoon R.C.A.F. Association Tax Exemption Bylaw, 2021

The Council of the City of Saskatoon enacts:

Short Title

1. This Bylaw may be cited as *The 602 (Lynx) Wing Saskatoon R.C.A.F. Association Tax Exemption Bylaw, 2021*.

Purpose

2. The purpose of this Bylaw is to authorize the City to enter into an agreement with 602 (Lynx) Wing Saskatoon R.C.A.F. Association to exempt from taxation certain property owned by the Association for a period of five years.

Exemption

3. Subject to 602 (Lynx) Wing Saskatoon R.C.A.F. Association complying with the terms and conditions of the Agreement appended as Schedule "A" to this Bylaw, the property hereinafter described shall be exempt from taxation for a period of five years beginning in the 2021 taxation year. The property to which this Bylaw is described as:

Civic Address: 2407 Avenue C North, Saskatoon, SK
Surface Parcel No.: 118920696
Legal Land Description: Blk/Par D, Plan 77S20942 Ext 0
As described on Certificate of Title 77S29824

Agreement Forms Part of Bylaw

4. The Tax Exemption Agreement between 602 (Lynx) Wing Saskatoon R.C.A.F. Association and the City of Saskatoon appended as Schedule "A" to this Bylaw shall form part of this Bylaw.

Schedule "A"

Tax Exemption Agreement

Between:

602 (Lynx) Wing Saskatoon R.C.A.F. Association, a non-profit corporation with offices in the City of Saskatoon, in the Province of Saskatchewan (hereinafter referred to as the "Applicant")

- and -

City of Saskatoon, a municipal corporation, established pursuant to *The Cities Act*, S.S. 2002, c. C-11.1 (hereinafter referred to as the "City")

Whereas:

- A. The Applicant is a non-profit corporation with offices in the City of Saskatoon, in the Province of Saskatchewan;
- B. The Applicant is part of the Royal Canadian Air Force Association which has as its objectives:
 - (a) to advocate for a proficient, well-equipped air force in Canada;
 - (b) to preserve and perpetuate the glorious traditions established in Canada's air forces since its inception;
 - (c) to support the Royal Canadian Air Cadets, and work closely with the Air Cadet League of Canada;
 - (d) to participate in local civic and community programs identified by Wings and to undertake charitable and other projects of both a national and local character; and
 - (e) to recognize achievements in civil and military aviation through the annual awards of the Air Force Association of Canada;
- C. The Applicant owns the property located at 2407 Avenue C North, Saskatoon, Saskatchewan, more particularly described as:

Surface Parcel No.: 118920696
Legal Land Description: Blk/Par D, Plan 77S20942 Ext 0
As described on Certificate of Title 77S29824

(hereinafter referred to as the "Property");

- D. The buildings and land attached owned by a division, branch or local unit of The Royal Canadian Legion Saskatchewan Command, the Army, Navy and Air Force Veterans in Canada and the Disabled Veterans' Association of Saskatchewan are exempt from taxation pursuant to clause 262(1)(p) of *The Cities Act*;
- E. The Applicant has requested that its property be exempt from taxation in the same manner as property owned by other veterans' organizations; and
- F. The City believes that it would be inequitable for the Applicant to pay tax on its property if the property owned by other veterans' organizations is exempt from taxation.

Now therefore in consideration of the premises and the mutual covenants and agreements herein, the parties hereby covenant and agree as follows:

Tax Exemption

- 1. (1) The City hereby agrees to wholly exempt the Property from taxation for a period of five years.
- (2) The exemption from taxation is conditional upon the Applicant fully satisfying the conditions set out in section 2 of this Agreement.

Conditions

- 2. In order to receive the exemption set out in section 1, the Applicant must meet the following conditions:
 - (a) the Applicant must own the Property throughout the entire term of this Agreement; and
 - (b) the Applicant must actually use and occupy the Property throughout the entire term of this Agreement.

Term

- 3. The term of this Agreement shall be for five years commencing on January 1, 2021 and ending on December 31, 2025.

Termination

4. (1) Subject to subsection (2), the City shall have the right to terminate this Agreement under the following circumstances:
 - (a) if the Applicant ceases to own the Property;
 - (b) if the Applicant ceases to actually use and occupy the Property;
 - (c) if the Applicant becomes insolvent, or commits an act of insolvency or makes an assignment for the benefit of its creditors;
 - (d) if the Applicant assigns or attempts to assign or transfer this Agreement contrary to section 5 hereof; or
 - (e) if the Applicant fails to maintain active status in the Saskatchewan Corporate Registry.

It is understood and agreed that these conditions are for the sole benefit of the City and may be waived in whole or in part by the City at any time.

- (2) The City, before exercising its right of termination, shall give written notice to the Applicant of the default, and if such default is not rectified in a reasonable manner within such time as is reasonable in the circumstances, which time period shall not in any event exceed 30 days, then the City shall be entitled to exercise its right of termination.
- (3) If the City has terminated this Agreement in accordance with this section, the Property shall immediately become taxable, and the tax payable with respect to the Property shall be prorated so that the tax is payable only for the part of the year in which the Property is not exempt.

Assignment

5. This Agreement is not assignable without the prior written consent of the City. Any attempt to assign any of the rights, duties or obligations of this Agreement without written consent is void.

Duty to Provide Information

6. The Applicant shall, upon request by the City, produce any books, records or documents necessary to verify compliance by the Applicant with the provisions of this Agreement. If the Applicant fails, for any reason, to comply with a request for information, the City may, at its option, terminate this Agreement in accordance with section 4 hereof.

Further Exemption

7. Upon the expiration of the term of this Agreement, the Applicant may apply to the City to enter into another agreement for the purpose of exempting the Property from taxation for not more than five years. The decision whether to exempt the Property from taxation beyond the term of this Agreement shall be in the absolute discretion of the City.

Notice

8. (1) Any notice or consent required or permitted to be given by either party to this Agreement to the other party shall be in writing and shall be delivered or sent by registered mail (except during a postal disruption or threatened postal disruption) or facsimile transmission or other electronic communication to the applicable address set forth below:
 - (a) in the case of the Applicant:

602 (Lynx) Wing Saskatoon R.C.A.F. Association
2407 Avenue C North
Saskatoon SK S7L 6T1
Fax: (306) 242-7660
 - (b) in the case of the City:

The City of Saskatoon
222 - 3rd Avenue North
Saskatoon SK S7K 0J5
Attention: Accounting Control/Support Services Manager
Fax: (306) 975-7975
- (2) Any notice delivered personally shall be deemed to have been validly and effectively given and received on the date of such delivery provided same is on a business day (Monday to Friday, other than a statutory holiday).
- (3) Any notice sent by registered mail shall be deemed to have been validly and effectively given and received on the fifth business day following the date of mailing.
- (4) Any notice sent by facsimile transmission or other electronic communication shall be deemed to have been validly and effectively given and received on the business day next following the date on which it was sent (with confirmation of transmittal received).

- (5) Any party to this Agreement may, from time to time, by notice given to the other party, change its address for service under this Agreement.

Time

9. Time is of the essence of this Agreement and no extension or variation of this Agreement operates as a waiver of this provision.

Amendments

10. No change or modification of this Agreement is valid unless it is in writing and signed by each party.

Further Assurances

11. The parties agree that each of them shall, upon reasonable request of the other, do or cause to be done all further lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this Agreement.

Severability

12. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability attaches only to such provision and everything else in this Agreement continues in full force and effect.

Binding Effect and Enurement

13. This Agreement enures to the benefit of and is binding upon the parties hereto and their respective successors and permitted assigns.

Entire Agreement

14. This Agreement constitutes the entire agreement between the parties with respect to all the matters herein and its execution has not been induced by, nor do any of the parties rely upon or regard as material, any representations or writing whatsoever not incorporated herein and made a part hereof and it may not be amended or modified in any respect except by written instrument signed by the parties hereto.

Governing Law

15. This Agreement is governed by and is to be construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein and treated in all respects as a Saskatchewan contract. The parties to this Agreement hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Saskatchewan and all courts competent to hear appeals therefrom.

Headings

16. The headings in this Agreement are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.

Signed by the City of Saskatoon this _____ day of _____, 2021.

City of Saskatoon

Mayor

c/s

City Clerk

Signed by 602 (Lynx) Wing Saskatoon R.C.A.F. Association this ___ day of _____, 2021.

602 (Lynx) Wing Saskatoon R.C.A.F. Association

c/s

Affidavit Verifying Corporate Signing Authority

(No corporate seal)

Canada

Province of Saskatchewan

To Wit:

I, _____, of _____, in the Province of
(name of corporate officer/director) (place)
Saskatchewan, make oath and say:

1. That I am an officer or director of the corporation named in the within instrument.
2. That I am authorized by the corporation to execute the instrument without affixing a corporate seal.

Sworn before me at _____,
in the Province of Saskatchewan, this
_____ day of _____, _____.

A Commissioner for Oaths for Saskatchewan
My Commission expires _____.
(or) Being a Solicitor

(signature of corporate officer/director)