

BYLAW NO. 10055

The Saskatchewan Housing Corporation Tax Exemption Bylaw, 2025

The Council of the City of Saskatoon enacts:

Short Title

1. This Bylaw may be cited as *The Saskatchewan Housing Corporation Tax Exemption Bylaw, 2025*.

Purpose

2. The purpose of this Bylaw is to authorize the City to enter into an agreement with Saskatchewan Housing Corporation to exempt from taxation certain property leased by the Corporation for a period commencing March 1, 2025, and ending September 30, 2026.

Exemption

3. Subject to Saskatchewan Housing Corporation complying with the terms and conditions of the Agreement appended as Appendix "A" to this Bylaw, the property hereinafter described shall be exempt from taxation for the period commencing March 1, 2025 and ending September 30, 2026:

Civic Address: The southern portion of 210 Pacific Avenue, Saskatoon, SK, including the 5,926 square foot building ("Building"), an additional 6,720 square feet of outdoor area south of the Building and a 900 square foot parking area to the north of the Building;

that portion of:

Surface Parcel 119852365, Lot 7, Block 14, Plan G3042;
Surface Parcel 119852354, Lot 8, Block 14, Plan G3042;
Surface Parcel 119852343, Lot 9, Block 14, Plan G3042;
Surface Parcel 119852332, Lot 10, Block 14, Plan G3042; and
Surface Parcel 119852321, Lot 10A, Block 14, Plan G3042;

as shown on Schedule "A" of Appendix "A" hereto as the "Premises".

Appendix "A" **Tax Exemption Agreement**

Between:

His Majesty the King in right of the Province of Saskatchewan, as represented by the Saskatchewan Housing Corporation (hereinafter referred to as the "Applicant")

- and -

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

Whereas:

- A. The City has agreed to lease to the Applicant, for use as an emergency residential shelter, the southern portion of 210 Pacific Avenue, including the 5,926 square foot building ("Building"), an additional 6,720 square feet of outdoor area south of the Building, and a 900 square foot parking area to the north of the Building, which land is more particularly described as follows:

That portion of:

Surface Parcel 119852365, Lot 7, Block 14, Plan G3042;
Surface Parcel 119852354, Lot 8, Block 14, Plan G3042;
Surface Parcel 119852343, Lot 9, Block 14, Plan G3042;
Surface Parcel 119852332, Lot 10, Block 14, Plan G3042; and
Surface Parcel 119852321, Lot 10A, Block 14, Plan G3042

shown on Schedule "A" hereto as the "Premises"; and

- B. The City has agreed to exempt the Premises from taxation pursuant to subsection 262(4) of *The Cities Act* on the terms further described in this Agreement.

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

Tax Exemption and Term

1. (1) The City hereby agrees to wholly exempt the Premises from taxation for a period commencing March 1, 2025, and ending September 30, 2026.
- (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:
 - (a) occupy, subject to its ability to sublet the space in accordance with the Lease Agreement, the Premises; and
 - (b) use the Premises as an emergency residential shelter.

Termination

3. (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 comply with the terms of the Lease Agreement for the Premises;
 - (b) if the Applicant ceases to occupy, subject to its ability to sublet the space in accordance with the Lease Agreement, and use the Premises as an emergency residential shelter;
 - (c) if the Applicant assigns or attempts to assign or transfer this Agreement contrary to section 4 hereof; or
 - (d) 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 and the Applicant continues to occupy and use the Premises, the Premises shall immediately become taxable, and the tax payable with respect to the Premises shall be prorated so that the tax is payable only for the part of the year in which the Premises is not exempt.

Assignment

4. 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

5. 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 3 hereof.

Notice

6. (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:

Saskatchewan Housing Corporation
11th Floor, 1920 Broad Street
Regina SK S4P 3V6
Attention: Director, Homelessness Services

- (b) in the case of the City:

City of Saskatoon
Saskatoon Land
200 4th Avenue North
Saskatoon SK S7K 0K1
Attention: Real Estate Manager

- (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

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

Amendments

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

Further Assurances

9. 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

10. 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

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

Entire Agreement

- 12. 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

- 13. 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

- 14. 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 _____, 2025.

City of Saskatoon

Mayor

c/s

City Clerk

[signing continued on next page]

Signed by **Saskatchewan Housing Corporation** this _____ day of _____, 2025.

Saskatchewan Housing Corporation

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)

Schedule "A"
210 Pacific Avenue Emergency Residential Shelter



-  the "Building"
-  the "Premises"
-  the "Maintenance Area"