

Legal Land Description: Parcel Z, Plan No. 87PA22273 Ext. 0

- b) “Service Charges” include the user fees or direct charges for the following services provided by the City and payable by the party to whom the services are provided:
 - i) Utilities , including water and sewer consumption charges, infrastructure charges, garbage and recycling fees;
 - ii) Custom work orders; and
 - iii) Any other charges payable pursuant to the City’s bylaws.
- c) “Term” means the period from January 1st, 2025 to December 31st, 2028 inclusive.

2. TAX EXEMPTION

- 2.1 Subject to the conditions of this Agreement, the City hereby provides the Applicant an exemption from the municipal property taxes levied pursuant to Part XI of the Act, including property taxes levied by the City on behalf of Saskatchewan Ministry of Government Relations and Prince Albert Roman Catholic Separate School Division No. 6 in respect to the Property for the entire Term of this Agreement.
- 2.2 This Agreement does not exempt the Applicant from:
 - a) any local improvements charged against the Property;
 - b) any Business Improvement District levies charged against the Property; or
 - c) Service Charges.
- 2.3 Property taxes shall be due and payable based on the City’s assessed value of the Property pursuant to the City’s bylaws in force at the time until the effective start date of this Agreement.

3. TERMINATION

3.1 It is understood that the tax exemption granted under this Agreement shall terminate on December 31st, 2028.

3.2 In the event of the following, the City may terminate the Agreement and the full amount of the Municipal and School Property Taxes shall become due and payable from the date of termination:

- a) if any applicable Service Charges respecting the property fall into arrears; or,
- b) if the Applicant is convicted of any contravention of *The Weed Control Act*, *The Planning and Development Act, 2007*, or any municipal bylaw in respect to the Property; or,

3.3 If this Agreement is to be terminated in accordance with article 3.2, the City shall provide written notice to the Applicant ten (10) days prior to termination of the Agreement.

3.4 If the Applicant:

- (1) disposes of the Property; or
- (2) ceases to use the Property for the purposes of a daycare facility, this Agreement shall forthwith automatically terminate, and the property taxes shall become due and payable from the date of cessation of the use and as determined by the City.

4. RIGHT TO APPEAL ASSESSMENT

4.1 Notwithstanding the tax exemption herein granted, the Applicant shall retain the right to appeal any assessment of the Property, or any part thereof, during the Term of this Agreement.

4.2 The provisions of Part X of the Act, or any replacement thereof, respecting the assessment of Property and the right to appeal any assessment of the Property shall apply notwithstanding the tax exemption herein granted.

5. NOTICE

Any notice, demand, request or other communication (collectively “notice”) which may be or is required to be given under this Agreement shall be in writing and delivered personally by leaving it at the offices of the other party, or sent by registered mail, postage prepaid, and shall be addressed:

- a) to the City:
Financial Services Department
City of Prince Albert
1084 Central Avenue
Prince Albert, SK S6V 7P3

- b) to the Applicant:
Prince Albert Child Care Co-operative Association
199 6th Street East
Prince Albert, SK S6V 0M9

Either party may change its address for the above purpose by mailing a notice to the other party setting forth its new address.

Any such notice shall be conclusively deemed to have been given or made on the day on which such notice is delivered or, if mailed, the seventy-two (72) hours following the date of mailing, as the case may be. If the postal service is interrupted, only personal delivery of such notice shall be utilized.

6. ENTIRE AGREEMENT

- 6.1 There are no other agreements between the parties respecting the matters referred to herein.

7. GENERAL

- 7.1 Time is of the essence of this Agreement and all actions taken by the parties shall be taken so as to expedite the performance of the Agreement.
- 7.2 The Applicant may not assign this Agreement.

