



- 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 1<sup>st</sup> 2022 to December 31<sup>st</sup> 2024 inclusive.

**2. TAX EXEMPTION**

2.1 Subject to the conditions of this Agreement, the City hereby provides the Applicant an abatement to the Municipal and School Property Taxes in respect to the Property for the entire Term of this Agreement, as more specifically identified under the Tax Exemption Table described in article 2.2 hereof.

2.2 The City further covenants and agrees that the Property, and any part therefore, are exempt from taxation as specifically provided by the table below (herein referred to as the “Tax Exemption Table”):

Tax Exemption Table

Term	Portion of Property Taxes Abated	Portion of Property Taxes Payable
To December, 2021	0%	100%
January 1 <sup>st</sup> , 2022	100%	0%
January 1 <sup>st</sup> , 2023	100%	0%
January 1 <sup>st</sup> , 2024	100%	0%
January 1 <sup>st</sup> , 2025	0%	100%

2.3 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.

2.4 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 abatement granted under this Agreement shall terminate on December 31<sup>st</sup>, 2024.

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.

3.3 If the 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.

### **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 Any successors or assignees of the Applicant shall not have the right to appeal any assessment of the Property done prior to their succession or the assignment of this Agreement.

- 4.3 The provisions of Part X of the Act, or any replacement thereof, respecting the assessment of Lands 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:  
Department of Planning and Development Services  
City of Prince Albert  
1084 Central Avenue  
Prince Albert, SK S6V 7P3
- b) to the Applicant:  
ATTN: Cody Lemieux  
1800 6<sup>th</sup> Avenue East  
Prince Albert, SK S6V 2K3

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

