

BYLAW NO. 2020-6

ALBERT LIBRARY GRANT AGREEMENT EXECUTION BYLAW, 2020

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

Statutory Authority

1 The statutory authority for this Bylaw is subsection 89(4) of *The Cities Act* and section 28(a) of *The Heritage Property Act*.

Interpretation

2 In this Bylaw:

“**Agreement**” means the Grant Agreement between the Buddhist Centre of Regina Inc. and the City of Regina that is attached as Schedule “A” to this Bylaw;

“**City**” means the City of Regina.

Agreement Execution

3 The City Clerk of the Corporation of the City of Regina is authorized to enter into and execute under seal the attached Agreement between the City of Regina and the Buddhist Centre of Regina Inc.

Coming Into Force

4 This Bylaw comes into force on the day of passage.

READ A FIRST TIME THIS 29th DAY OF January 2020.

READ A SECOND TIME THIS 29th DAY OF January 2020.

READ A THIRD TIME AND PASSED THIS 29th DAY OF January 2020.

Mayor

City Clerk (SEAL)

CERTIFIED A TRUE COPY

City Clerk

Approved as to form this 29th day of January, 2020.

City Solicitor

Schedule "A"

**CONSERVATION OF HERITAGE PROPERTIES
GRANT AGREEMENT – 1401 ROBINSON STREET
BUDDHIST CENTRE OF REGINA INC. – ALBERT LIBRARY**

Agreement dated _____, 2020
(City Clerk to put in date)

Between:

THE CITY OF REGINA
(the "City")

- and -

BUDDHIST CENTRE OF REGINA INC.
(a non-profit corporation referred to in this Agreement as the "Owner")

The Parties agree as follows:

Definitions

1 In this Bylaw:

"Eligible Work" means the work on the property as determined by the Executive Director to be eligible for consideration pursuant to the City's *Heritage Incentive Policy* and which corresponds with the eligible work items presented to the Finance and Administration Committee on January 15, 2020, which work is generally described in Schedule A to this Agreement.

"Executive Director" means the person occupying the position of Executive Director of City Planning and Development or his/her designate of the City.

"Property" means the real property owned by the Owner located at 1401 Robinson Street, Regina, Saskatchewan and legally described as:

Surface Parcels: 111861097, 111861086, 111861075
Lots 1-3, Blk/Par 211, Plan OLD33 extensions 2, 3 and 4,

Cash Grant

2 Pursuant to clause 28(a) of *The Heritage Property Act*, and subject to the terms of this Agreement, the City shall provide the Owner with a cash grant for the Property in an amount equal to the lesser of:

- (a) 50 percent of the actual costs incurred by, or on behalf of, the Owner in completing the Eligible Work; or
 - (b) \$50,000.
- 3(1) Notwithstanding section 2 of this Agreement, the Owner has until December 15, 2020 to submit their eligible costs incurred in completing the Eligible Work.
- (2) Costs will not be reimbursed where they are submitted after December 15, 2020.

Owner's Covenants

- 4 The Owner shall promptly:
- (a) notify the City of any occurrences which would, pursuant to this Agreement, terminate this Agreement;
 - (b) provide the Executive Director with any information, documentation, or access to the Property requested by the Executive Director to check the progress of construction for the purposes of this Agreement.
- 5 The Owner shall ensure all work undertaken to the Property shall correspond with the Eligible Work items presented to the Finance and Administration Committee on January 15, 2020 and that all deviations must receive written approval from the Executive Director.
- 6 The Owner shall ensure the Property retains its formal heritage designation as Municipal Heritage Property, in accordance with *The Heritage Property Act*; and advise the City if the heritage designation is discontinued, for whatever reason.
- 7(1) Upon completion of the Eligible Work, or in the alternative, upon completion of an item of the Eligible Work, the Owner shall submit to the Executive Director:
- (a) detailed written documentation of payments made for actual costs incurred (i.e. itemized invoices and receipts) in the completion of identified Eligible Work items as described in Appendix A;
- (2) If a work item that is submitted does not qualify as an Eligible Work item, then it shall not be included for the purposes of calculating this cash grant.
- (3) The Executive Director may request further documentation from the Owner and may independently gather estimates as to the Eligible Work in order to confirm the authenticity of the documentation of payments made for actual costs incurred (i.e. itemized invoices and receipts).

- (4) In the event that actual costs exceed the corresponding estimates by more than 10 percent, the Owner shall provide full particulars as to the reason(s) for such overruns.
- (5) It is understood that the City may decline to approve any cost overrun, or portion thereof, if considered not to be reasonably or necessarily incurred for eligible work.
- (6) The cash grant will not be provided unless and until the Executive Director receives the documentation in subsections (1), (2), (3) and (4) and has confirmed the authenticity of the same.
- (7) The Executive Director will conclusively determine the cost of Eligible Work in Schedule A after he or she has viewed the estimates and received information pursuant to section 7.
- 8 Upon completion of the Eligible Work, or portion thereof, the Executive Director:
 - (a) shall review the documentation submitted pursuant to section 7;
 - (b) may inspect the Property to confirm the completion of the Eligible Work, or portion thereof; and
 - (c) shall certify the amount of the cash grant to be provided pursuant to this Agreement.

Termination

- 9 Where the Owners have not complied with a term of the Agreement, the City may terminate the Agreement by notice to the Owner.
- 10 This Agreement shall cease if the Owner:
 - (a) becomes bankrupt or insolvent or is so adjudged; or
 - (b) make a general assignment for the benefit of creditors.

Notices

- 11(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by mail, addressed:

To the City at:

To the Owners at:

City Clerk
City of Regina
2476 Victoria Avenue
P.O. Box 1790
Regina, SK S4P 3C8

Rev. Uttam Barua
Buddhist Centre of Regina Inc.
1401 Robinson St.,
Regina, SK S4T 2N7

or to such alternate address as either Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to subsection (1), it is deemed to be given on the third business day after the date of such mailing.
 - (3) If postal service is interrupted or substantially delayed, any notice shall be hand-delivered.
- 12 This Agreement shall not become effective until adopted by bylaw of the Council of the City and fully executed by the parties to the Agreement.
- 13 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered to all of the parties shall be deemed to be and shall be read as a single agreement among the parties.

The Parties have executed the Agreement on the date first written above.

CITY OF REGINA

City Clerk

BUDDHIST CENTRE OF REGINA INC.

seal

SCHEDULE A

ELIGIBLE WORK ITEMS 1401 Robinson St.	ESTIMATED COST
Replacement of steam heating boiler	
TOTAL ESTIMATE OF ELIGIBLE COSTS	\$37,400

AFFIDAVIT OF SIGNING AUTHORITY

CANADA
SASKATCHEWAN

I, _____ of Regina, Saskatchewan,
Print Full Name of Signing Authority

MAKE OATH/AFFIRM AS FOLLOWS:

1. I am _____ (list position) of the Buddhist Centre of Regina Inc. named in the Grant Agreement to which this Affidavit is attached.
2. I am authorized by the Buddhist Centre of Regina Inc. to execute the Grant Agreement without affixing the Seal of the Corporation.

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

The above document is only required to be signed if the seal is not affixed to the grant agreement.

ABSTRACT

BYLAW NO. 2020-6

ALBERT LIBRARY GRANT AGREEMENT EXECUTION BYLAW, 2020

PURPOSE: To authorize the execution of a Grant Agreement between the City of Regina and the Buddhist Centre of Regina Inc. located at 1401 Robinson Street, Regina, SK.

ABSTRACT: The Owner of the property located at 1401 Robinson Street will receive a grant, which is governed by the grant agreement between the parties.

STATUTORY AUTHORITY: Subsection 89(4) of *The Cities Act* and section 28(a) of *The Heritage Property Act*.

MINISTER'S APPROVAL: N/A

PUBLIC HEARING: N/A

PUBLIC NOTICE: N/A

REFERENCE: Finance and Administration Committee, January 15, 2020, FA20-1

AMENDS/REPEALS: N/A

CLASSIFICATION: Executory

INITIATING DIVISION: City Planning and Community Development

INITIATING DEPARTMENT: Social and Cultural Development