

BYLAW NO. 2023-11

THE HERITAGE MAINTENANCE AND MAJOR GRANT AGREEMENT  
EXECUTION BYLAW, 2023

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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 clause 28(a) of *The Heritage Property Act*.

**Interpretation**

- 2 In this Bylaw:

“**Agreement**” means the Maintenance Agreements and the Major Grant Agreements attached as Schedule “A” to this Bylaw between the City of Regina and the following owners for the following properties:

- (a) the property owned by Mertz (MJ) Holdings Inc., located at 2125 11<sup>th</sup> Avenue and legally described as:

Lot 56  
Block 307  
Plan 00RA12095, Extension 0

- (b) the property owned by The Unitarian Fellowship of Regina Inc., located at 2700 College Avenue and legally described as:

Lot 12  
Block 454  
Plan OLD33, Extension 0

- (c) the property owned by Mertz (MJ) Holdings Ltd., located at 2125 11<sup>th</sup> Avenue and legally described as:

Lot 56  
Block 307  
Plan 00RA12095, Extension 0

- (d) the property owned by Sask Sport Inc., located at 1870 Lorne Street and legally described as:

Lot 43  
Block 309  
Plan 00RA12095, Extension 0

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City Solicitor

- (e) the property owned by The Patriarchal Parish of Sts. Peter and Paul of the Russian Orthodox Church Corp., located at 1772 Montreal Street and legally described as:

Lots 21-23  
 Block 293  
 Plan OLD33, Extension 0

“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 Agreements between the City of Regina and the owners identified in section 2 as well as any assignment agreements that may be authorized under section 4.
- 4 The Agreements may be assigned to a subsequent owner of any of the properties at the sole discretion of the Executive Director, City Planning and Community Development if the parties enter into an assignment agreement.

**Coming Into Force**

- 5 This Bylaw comes into force on the day of passage.

READ A FIRST TIME THIS 25<sup>th</sup> DAY OF January 2023.

READ A SECOND TIME THIS 25<sup>th</sup> DAY OF January 2023.

READ A THIRD TIME AND PASSED THIS 25<sup>th</sup> DAY OF January 2023.

\_\_\_\_\_  
 Mayor

\_\_\_\_\_  
 City Clerk (SEAL)

CERTIFIED A TRUE COPY

\_\_\_\_\_  
 City Clerk

**Schedule "A"**

**CONSERVATION OF HERITAGE PROPERTIES  
MAINTENANCE GRANT AGREEMENT – 2125 11<sup>th</sup> AVENUE  
DARKE BLOCK**

Agreement dated \_\_\_\_\_, 202\_  
(City Clerk to put in date)

Between:

**THE CITY OF REGINA**  
(the "City")

- and -

**MERTZ (MJ) HOLDINGS INC.**  
(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 Executive Committee on November 30, 2022, 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.

"**Heritage Alteration Permit**" means the permit approval given by the City to alter the Property.

"**Property**" means the real property owned by the Owner located at 2125 11<sup>th</sup> Avenue, Regina, Saskatchewan and legally described as:

Surface Parcel: 107280783  
Lot 56, Blk/Par 307, Plan 00RA12095 Ext. 0 as described on Certificate of Title  
00RA12095AG

**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) \$5000.
- 3(1) Notwithstanding section 2 of this Agreement, the Owner has until September 30, 2023 to submit their eligible costs incurred in completing the Eligible Work.
- (2) Costs will not be reimbursed where they are submitted after September 30, 2023.

### **Owners' 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 the Eligible Work 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 Executive Committee on November 30, 2022 and the *Standards and Guidelines for the Conservation of Historic Places in Canada* and that all deviations must receive written approval from the Executive Director.
- 6(1) The Owner shall ensure that the Property retains its formal heritage designation as Municipal Heritage Property, in accordance with *The Heritage Property Act*.
- (2) The Owner shall ensure the Property is maintained in an attractive, tidy and safe condition in compliance with all legislation, including any heritage property maintenance bylaw that may be enacted in the future and including Bylaw 2016-2, *The Regina Community Standards Bylaw* and Bylaw 2003-7, *A Bylaw of The City of Regina Pursuant to The Uniform Building and Accessibility Standards Act and The Cities Act*.
- (3) The Owner shall ensure that it is in compliance with the City's Heritage Incentive Policy and any other tax exemption or grant agreements that it has entered into with respect to the Property.
- (4) If the City determines in its sole discretion that the Owner has failed to maintain the Property in accordance with subsections (1) or (2), or failed to comply with the requirements in subsection (3), the Executive Director may require that the Owner repay to the City the amount of the cash grant that has been provided under this Agreement.
- 6.1 The Owner agrees that they will, to the City's satisfaction, as soon as reasonably possible after the issuance of any required permits, commence work on the conservation of the Property in accordance with any required permits, including any Heritage Alteration Permits and thereafter will diligently carry out such work until the Property is conserved

in accordance with any required permits, and this Agreement.

- 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 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 Schedule 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 as well as the quality of the work.
  - (7) The Executive Director will conclusively determine the cost of Eligible Work in Schedule A after the Executive Director has viewed the estimates and received information pursuant to section 7.
  - (8) To be eligible for the cash grant, the Owner is required to ensure that all Eligible Work be:
    - (a) of good quality; and
    - (b) completed in a good and professional manner, in accordance with good and recognised standards, methods, practices and principles employed in the industry for similar work.
- 8(1) 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 as well as to confirm that the Eligible Work has been completed and is of good quality and completed in a good and professional manner; and

- (c) shall certify the amount of the cash grant to be provided pursuant to this Agreement.
- (2) Where the Owner has not complied with a term of the Agreement, the City may refuse to pay the cash grant.

### **Termination**

- 9 Where the Owner has 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;
  - (b) makes a general assignment for the benefit of creditors;
  - (c) does not keep the taxes current on the Property or has other charges that are owed to the City.

### **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:**

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

**To the Owner at:**

Darren Larson  
 P.O. Box 1234  
 Weyburn, SK S4H 2L5

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 in multiple counterparts, each of which shall be deemed an original agreement and shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other

electronic signature (including portable document format) by any of the parties and the other parties may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

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

**CITY OF REGINA**

\_\_\_\_\_  
City Clerk

**MERTZ (MJ) HOLDINGS INC.**

(seal)

\_\_\_\_\_  
Authorized Signing Officer

**SCHEDULE A**

<b>ELIGIBLE WORK ITEMS</b> <b>2125 11<sup>th</sup> Avenue</b>	<b>ESTIMATED COST</b>
<b>For Maintenance Grant</b> 1. Building HVAC System <ul style="list-style-type: none"> <li>▪ Remove the existing bag filter system for the building heating and cooling system</li> <li>▪ Prepare the surface to receive new filter system for the building's heating and cooling system</li> <li>▪ Install a new Bag filter system for the building's heating and cooling system as per the manufacturer's specification</li> </ul>	
<b>TOTAL ESTIMATE OF ELIGIBLE COSTS</b>	<b>\$17522.46</b>



**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 **MERTZ (MJ) HOLDINGS INC.** in the Grant Agreement to which this Affidavit is attached.
2. I am authorized by **MERTZ (MJ) HOLDINGS INC.** to execute the Grant Agreement without affixing the Seal of the Organization.

Sworn/Affirmed before me at \_\_\_\_\_,  
on \_\_\_\_\_, 2\_\_\_\_  
Month Date

\_\_\_\_\_  
A Commissioner for Oaths in and for the  
Province of Saskatchewan.  
Being a lawyer —or—  
My commission  
expires:

\_\_\_\_\_  
Signature of Signing Authority

**CONSERVATION OF HERITAGE PROPERTIES  
MAINTENANCE GRANT AGREEMENT – 2700 COLLEGE AVE.  
THE UNITARIAN FELLOWSHIP OF REGINA INC.**

Agreement dated \_\_\_\_\_, 202\_\_  
(City Clerk to put in date)

Between:

**THE CITY OF REGINA**  
(the "City")

- and -

**THE UNITARIAN FELLOWSHIP OF REGINA INC.**  
(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 Executive Committee on November 30, 2022, 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 2700 College Avenue, Regina, Saskatchewan and legally described as:

Surface Parcel: 110987039  
Lots 12, Blk/Par 454, Plan OLD33 EXT 0 as described on Certificate of Title  
92R18014

**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
- (c) \$2,500.

- 3(1) Notwithstanding section 2 of this Agreement, the Owner has until September 30, 2023, to submit their eligible costs incurred in completing the Eligible Work.
- (2) Costs will not be reimbursed where they are submitted after September 30, 2023.

### **Owner's Covenants**

- 4 The Owner shall promptly:
  - (d) notify the City of any occurrences which would, pursuant to this Agreement, terminate this Agreement;
  - (e) provide the Executive Director with any information, documentation, or access to the Property requested by the Executive Director to check the progress of the Eligible Work 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 Executive Committee on November 30, 2022 and the *Standards and Guidelines for the Conservation of Historic Places in Canada* and that all deviations must receive written approval from the Executive Director.
- 6(1) The Owner shall ensure the Property is maintained in an attractive, tidy and safe condition in compliance with all legislation, including Bylaw 2016-2, *The Regina Community Standards Bylaw* and Bylaw 2003-7, *A Bylaw of The City of Regina Pursuant to The Uniform Building and Accessibility Standards Act and The Cities Act*.
- (2) The Owner shall ensure that it is in compliance with the City's Heritage Incentive Policy and any other tax exemption or grant agreements that it has entered into with respect to the Property.
- (3) If the City determines in its sole discretion that the Owner has failed to maintain the Property in accordance with subsection (1) or failed to comply with the requirements in subsection (2), the Executive Director may require that the Owner repay to the City the amount of the cash grant that has been provided under this Agreement.
- 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 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 Schedule 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 as well as the quality of the work.
- (7) The Executive Director will conclusively determine the cost of Eligible Work in Schedule A after the Executive Director has viewed the estimates and received information pursuant to section 7.
- (8) To be eligible for the cash grant, the Owner is required to ensure that all Eligible Work be:
  - (a) of good quality; and
  - (b) completed in a good and professional manner, in accordance with good and recognised standards, methods, practices and principles employed in the industry for similar work.
- 8(1) Upon completion of the Eligible Work, or portion thereof, the Executive Director:
  - (d) shall review the documentation submitted pursuant to section 7;
  - (e) may inspect the Property to confirm the completion of the Eligible Work, or portion thereof as well as to confirm that the Eligible Work has been completed and is of good quality and completed in a good and professional manner; and
  - (f) shall certify the amount of the cash grant to be provided pursuant to this Agreement.
- (2) Where the Owner has not complied with a term of the Agreement, the City may refuse to pay the cash grant.

### **Termination**

- 9 Where the Owner has 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;
  - (f) makes a general assignment for the benefit of creditors;

- (g) does not keep the taxes current on the Property or has other charges that are owed to the City.

### 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:**

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

**To the Owner at:**

Attention: Joanne Green  
 Unitarian Fellowship of Regina Inc.  
 2700 College Avenue  
 Regina, SK S4T 1V1

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 in multiple counterparts, each of which shall be deemed an original agreement and shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by any of the parties and the other parties may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

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

**CITY OF REGINA**

\_\_\_\_\_  
City Clerk

**THE UNITARIAN FELLOWSHIP OF REGINA  
INC.**

seal

\_\_\_\_\_  
Authorized Signing Officer

**SCHEDULE A**

<b>ELIGIBLE WORK ITEMS</b> <b>2700 College Ave.</b>	<b>ESTIMATED COST</b>
<p><b>For Maintenance Grant</b></p> <ol style="list-style-type: none"> <li>1. Paint Wood Rosettes or Medallions; <ul style="list-style-type: none"> <li>▪ Remove loose paint, fill cracks with sealant (includes scaffolding)</li> <li>▪ Prime &amp; Paint wood entablature and other wood trim above columns (includes scaffolding)</li> </ul> </li> <li>2. Paint Wood Entablature on All Sides; <ul style="list-style-type: none"> <li>▪ Remove all loose paint on trim</li> <li>▪ Paint all window trim, 2 coats</li> </ul> </li> <li>3. Paint Wood Columns &amp; Soffit; <ul style="list-style-type: none"> <li>▪ Remove all loose paint, patch</li> <li>▪ Paint all trim, 2 coats</li> </ul> </li> <li>4. Paint All Wood Trim Around Windows and Doors at Front of Building <ul style="list-style-type: none"> <li>▪ Scrape to remove all loose paint, patch cracks where required</li> <li>▪ Prime, and paint 2 coats with exterior acrylic latex</li> <li>▪ Scrape medallions to remove all loose paint, patch cracks where required</li> <li>▪ Prime, and paint 2 coats with exterior acrylic latex</li> </ul> </li> </ol>	
<b>TOTAL ESTIMATE OF ELIGIBLE COSTS</b>	<b>\$5486.85</b>

**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 UNITARIAN FELLOWSHIP OF REGINA INC.** in the Grant Agreement to which this Affidavit is attached.
2. I am authorized by **THE UNITARIAN FELLOWSHIP OF REGINA INC.** to execute the Grant Agreement without affixing the Seal of the Organization.

Sworn/Affirmed before me at \_\_\_\_\_,  
on \_\_\_\_\_, 2\_\_\_\_  
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.



**CONSERVATION OF HERITAGE PROPERTIES  
MAJOR GRANT AGREEMENT – 2125 11<sup>th</sup> AVENUE  
DARKE BLOCK**

Agreement dated \_\_\_\_\_, 202\_\_  
(City Clerk to put in date)

Between:

**THE CITY OF REGINA**  
(the "City")

- and –

**MERTZ (MJ) HOLDINGS INC.**  
(referred to in this Agreement as the "Owner")

The Parties agree as follows:

**Definitions**

1 In this Bylaw:

"**Conservation Consultant**" means a duly qualified professional architect or engineer or other person with substantial knowledge and experience in respect of the conservation of heritage buildings and structures.

"**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 Executive Committee on November 30, 2022, 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.

"**Heritage Alteration Permit**" means the permit approval given by the City to alter the Property.

"**Property**" means the real property owned by the Owner located at 2125 11th Avenue, Regina, Saskatchewan and legally described as:

Surface Parcel: 107280783  
Lot 56, Blk/Par 307, Plan 00RA12095 Ext. 0 as described on Certificate of Title  
00RA12095AG

**Cash Grant**

- 2(1) 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) \$20,000.
- (2) Where the Property is eligible for a tax exemption in addition to the Major Grant provided in this Agreement, the Owner is required to submit invoices and exhaust the funding under this Agreement prior to submitting Eligible Work for the purposes of a tax exemption.
- (3) Where the Owner completes the Eligible Work or an item of the Eligible Work and receives funding under this Agreement for that work or an item of that work, the Owner is not eligible to submit that same invoice and item for a tax exemption under any Tax Exemption Agreement that the Owner has entered into with the City.
- (4) The combined value of any Major Grants and tax exemptions received by the Owner from the City shall not exceed 50% of the actual cost incurred by, or on behalf of, the Owner in completing the Eligible Work on the Property.
- 3(1) Notwithstanding section 2 of this Agreement, the Owner has until September 30, 2023 to submit their eligible costs incurred in completing the Eligible Work.
- (2) Costs will not be reimbursed where they are submitted after September 30, 2023.

**Owners' 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 the Eligible Work 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 Executive Committee on November 30, 2022 and the *Standards and Guidelines for the Conservation of Historic Places in Canada* and that all deviations must receive written approval from the Executive Director.
- 6(1) The Owner shall ensure that the Property retains its formal heritage designation as Municipal Heritage Property, in accordance with *The Heritage Property Act*.

- (2) The Owner shall ensure the Property is maintained in an attractive, tidy and safe condition in compliance with all legislation, including any heritage property maintenance bylaw that may be enacted in the future and including Bylaw 2016-2, *The Regina Community Standards Bylaw* and Bylaw 2003-7, *A Bylaw of The City of Regina Pursuant to The Uniform Building and Accessibility Standards Act and The Cities Act*.
  - (3) The Owner shall ensure that it is in compliance with the City's Heritage Incentive Policy and any other tax exemption or grant agreements that it has entered into with respect to the Property.
  - (4) If the City determines in its sole discretion that the Owner has failed to maintain the Property in accordance with subsections (1) or (2) or failed to comply with the requirements in subsection (3), the Executive Director may require that the Owner repay to the City the amount of the cash grant that has been provided under this Agreement.
- 6.2 The Owner agrees that they will, to the City's satisfaction, as soon as reasonably possible after the issuance of any required permits, commence work on the conservation of the Property in accordance with any required permits, including any Heritage Alteration Permits and Building Permits and thereafter will diligently carry out such work until the Property is conserved in accordance with any required permits, and this Agreement.
- 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) where requested by the City, a detailed written report prepared, signed and certified by the Conservation Consultant, showing that the work has been completed in accordance with the description of the Eligible Work in Schedule A, it meets all permit requirements, including Heritage Alteration Permits and building permits and that it conforms with the *Standards and Guidelines for the Conservation of Historic Places in Canada*; and
  - (b) 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 Schedule 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 as well as the quality of the work.
  - (7) The Executive Director will conclusively determine the cost of Eligible Work in Schedule A after the Executive Director has viewed the estimates and received information pursuant to section 7.
  - (8) To be eligible for the cash grant, the Owner is required to ensure that all Eligible Work be:
    - (a) of good quality; and
    - (b) completed in a good and professional manner, in accordance with good and recognised standards, methods, practices and principles employed in the industry for similar work.
- 8(1) 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 as well as to confirm that the Eligible Work has been completed and is of good quality and completed in a good and professional manner; and
  - (c) shall certify the amount of the cash grant to be provided pursuant to this Agreement.
- (2) Where the Owner has not complied with a term of the Agreement, the City may refuse to pay the cash grant.

### **Termination**

- 9 Where the Owner has not complied with a term of the Agreement, the City may terminate the Agreement by notice to the Owner.
- 11 This Agreement shall cease if the Owner:
- (c) becomes bankrupt or insolvent or is so adjudged;
  - (d) makes a general assignment for the benefit of creditors;
  - (e) does not keep the taxes current on the Property or has other fees or charges that are owed to the City.

**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:**

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

**To the Owner at:**

Darren Larson  
 P.O. Box 1234  
 Weyburn, SK S4H 2L5

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 in multiple counterparts, each of which shall be deemed an original agreement and shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by any of the parties and the other parties may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

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

**CITY OF REGINA**

\_\_\_\_\_  
 City Clerk

**MERTZ (MJ) HOLDINGS INC.**

seal

\_\_\_\_\_  
 Authorized Signing Officer

**SCHEDULE A**

<b>ELIGIBLE WORK ITEMS</b> <b>2125 11<sup>th</sup> Avenue</b>	<b>ESTIMATED COST</b>
<b>For Major Grant and Tax Exemption</b> 1. Purging and cleaning of HVAC system. 2. Remove fan from existing multizone air handling unit and replace with fan array. 3. Install 14 new VAV boxes in the zone being served and run control wiring back to air handler controller and zone damper controllers. Clean existing heating and cooling coils. 4. Supply and install electrical revisions required for new fan and VAV power. 5. Allowance for design assistance included.	
<b>A total estimate of eligible costs for Major Grants &amp; Tax Exemption</b>	<b>\$272,890.41</b>

## 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 **MERTZ (MJ) HOLDINGS INC.** in the Grant Agreement to which this Affidavit is attached.
2. I am authorized by **MERTZ (MJ) HOLDINGS INC.** to execute the Grant Agreement without affixing the Seal of the Organization.

Sworn/Affirmed before me at \_\_\_\_\_,  
on \_\_\_\_\_, 2\_\_\_\_  
Month Date

\_\_\_\_\_  
A Commissioner for Oaths in and for the  
Province of Saskatchewan.

Being a lawyer —or—

My commission  
expires:

\_\_\_\_\_  
Signature of Signing Authority

**CONSERVATION OF HERITAGE PROPERTIES  
MAJOR GRANT AGREEMENT – 1870 LORNE STREET  
REGINA TELEPHONE EXCHANGE**

Agreement dated \_\_\_\_\_, 202\_\_  
(City Clerk to put in date)

Between:

**THE CITY OF REGINA**  
(the "City")

- and –

**SASK SPORT INC.**  
(referred to in this Agreement as the "Owner")

The Parties agree as follows:

**Definitions**

1 In this Bylaw:

"**Conservation Consultant**" means a duly qualified professional architect or engineer or other person with substantial knowledge and experience in respect of the conservation of heritage buildings and structures.

"**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 Executive Committee on November 30, 2022, 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.

"**Heritage Alteration Permit**" means the permit approval given by the City to alter the Property.

"**Property**" means the real property owned by the Owner located at 1870 Lorne Street, Regina, Saskatchewan and legally described as:

Surface Parcel: 107281065  
Lot 43, Blk/Par 309, Plan 00RA12095 Ext. 0 as described on Certificate of Title  
00RA12095AT



### **Cash Grant**

- 2(1) 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) \$15,732.67.
- (2) Where the Property is eligible for a tax exemption in addition to the Major Grant provided in this Agreement, the Owner is required to submit invoices and exhaust the funding under this Agreement prior to submitting Eligible Work for the purposes of a tax exemption.
- (3) Where the Owner completes the Eligible Work or an item of the Eligible Work and receives funding under this Agreement for that work or an item of that work, the Owner is not eligible to submit that same invoice and item for a tax exemption under any Tax Exemption Agreement that the Owner has entered into with the City.
- (4) The combined value of any Major Grants and tax exemptions received by the Owner from the City shall not exceed 50% of the actual cost incurred by, or on behalf of, the Owner in completing the Eligible Work on the Property.
- 3(1) Notwithstanding section 2 of this Agreement, the Owner has until September 30, 2023 to submit their eligible costs incurred in completing the Eligible Work.
- (2) Costs will not be reimbursed where they are submitted after September 30, 2023.

### **Owners' 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 the Eligible Work 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 Executive Committee on November 30, 2022 and the *Standards and Guidelines for the Conservation of Historic Places in Canada* and that all deviations must receive written approval from the Executive Director.
- 6(1) The Owner shall ensure that the Property retains its formal heritage designation as Municipal Heritage Property, in accordance with *The Heritage Property Act*.

- (2) The Owner shall ensure the Property is maintained in an attractive, tidy and safe condition in compliance with all legislation, including any heritage property maintenance bylaw that may be enacted in the future and including Bylaw 2016-2, *The Regina Community Standards Bylaw* and Bylaw 2003-7, *A Bylaw of The City of Regina Pursuant to The Uniform Building and Accessibility Standards Act and The Cities Act*.
  - (3) The Owner shall ensure that it is in compliance with the City's Heritage Incentive Policy and any other tax exemption or grant agreements that it has entered into with respect to the Property.
  - (4) If the City determines in its sole discretion that the Owner has failed to maintain the Property in accordance with subsections (1) or (2), or failed to comply with the requirements in subsection (3), the Executive Director may require that the Owner repay to the City the amount of the cash grant that has been provided under this Agreement.
- 6.3 The Owner agrees that they will, to the City's satisfaction, as soon as reasonably possible after the issuance of any required permits, commence work on the conservation of the Property in accordance with any required permits, including any Heritage Alteration Permits and Building Permits and thereafter will diligently carry out such work until the Property is conserved in accordance with any required permits, and this Agreement.
- 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) where requested by the City, a detailed written report prepared, signed and certified by the Conservation Consultant, showing that the work has been completed in accordance with the description of the Eligible Work in Schedule A, it meets all permit requirements, including Heritage Alteration Permits and building permits and that it conforms with the *Standards and Guidelines for the Conservation of Historic Places in Canada*; and
    - (b) 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 Schedule 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 as well as the quality of the work.
  - (7) The Executive Director will conclusively determine the cost of Eligible Work in Schedule A after the Executive Director has viewed the estimates and received information pursuant to section 7.
  - (8) To be eligible for the cash grant, the Owner is required to ensure that all Eligible Work be:
    - (a) of good quality; and
    - (b) completed in a good and professional manner, in accordance with good and recognised standards, methods, practices and principles employed in the industry for similar work.
- 8(1) 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 as well as to confirm that the Eligible Work has been completed and is of good quality and completed in a good and professional manner; and
  - (c) shall certify the amount of the cash grant to be provided pursuant to this Agreement.
- (2) Where the Owner has not complied with a term of the Agreement, the City may refuse to pay the cash grant.

### **Termination**

- 9 Where the Owner has not complied with a term of the Agreement, the City may terminate the Agreement by notice to the Owner.
- 12 This Agreement shall cease if the Owner:
- (f) becomes bankrupt or insolvent or is so adjudged;
  - (g) makes a general assignment for the benefit of creditors;
  - (h) does not keep the taxes current on the Property or has other fees or charges that are owed to the City.

**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:**

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

**To the Owner at:**

Attention: Rhonda Newton  
 Sask Sport Inc.  
 1870 Lorne Street  
 Regina, SK S4P 2L7

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 in multiple counterparts, each of which shall be deemed an original agreement and shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by any of the parties and the other parties may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

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

**CITY OF REGINA**

\_\_\_\_\_  
 City Clerk

**SASK SPORT INC.**

seal \_\_\_\_\_

**SCHEDULE A**

<b>ELIGIBLE WORK ITEMS 1870 Lorne St.</b>	<b>ESTIMATED COST</b>
<p><b>For Major Grant &amp; Tax Exemption</b></p> <ol style="list-style-type: none"> <li>1. Demolish existing landing slab and stairs within the vestibule on the east side.</li> <li>2. Existing marble and granite finishes should be salvaged for reinstallation. If damaged, then they should be replaced in kind.</li> <li>3. Reconstruct a new stair and lift to improve accessibility between the street level and the first floor.</li> <li>4. Reconstruction should include architectural finishes and changes to the existing mechanical and electrical systems.</li> <li>5. Install code-compliant handrails and guards.</li> <li>6. Construction of a barrier-free new accessible washroom on the main floor and renovation of the existing women's washroom</li> </ol>	
<b>TOTAL ESTIMATE OF ELIGIBLE COSTS</b>	<b>\$392,623.00</b>

## 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 **SASK SPORT INC.** in the Grant Agreement to which this Affidavit is attached.
2. I am authorized by **SASK SPORT INC.** to execute the Grant Agreement without affixing the Seal of the Organization.

Sworn/Affirmed before me at \_\_\_\_\_,  
on \_\_\_\_\_, 2\_\_\_\_  
Month Date

\_\_\_\_\_  
A Commissioner for Oaths in and for the  
Province of Saskatchewan.

Being a lawyer —or—

My commission

expires:

\_\_\_\_\_  
Signature of Signing Authority

**CONSERVATION OF HERITAGE PROPERTIES  
MAJOR GRANT AGREEMENT – 1772 MONTREAL STREET  
FORMER SALVATION ARMY CITADEL**

Agreement dated \_\_\_\_\_, 202\_\_  
(City Clerk to put in date)

Between:

**THE CITY OF REGINA**  
(the "City")

- and –

**THE PATRIARCHAL PARISH OF STS. PETER AND PAUL OF THE RUSSIAN  
ORTHODOX CHURCH CORP.**

(referred to in this Agreement as the "Owner")

The Parties agree as follows:

**Definitions**

1 In this Bylaw:

"**Conservation Consultant**" means a duly qualified professional architect or engineer or other person with substantial knowledge and experience in respect of the conservation of heritage buildings and structures;

"**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 Executive Committee on November 30, 2022, 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.

"**Heritage Alteration Permit**" means the permit approval given by the City to alter the Property.

"**Property**" means the real property owned by the Owner located at 1772 Montreal St., Regina, Saskatchewan and legally described as:

Surface Parcel: 107033396

Lots 21-23, Blk/Par 293, Plan OLD33 Ext. 0 as described on Certificate of Title  
83R33768

### 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) \$35,242.50.

3(1) Notwithstanding section 2 of this Agreement, the Owner has until September 30, 2023 to submit their eligible costs incurred in completing the Eligible Work.

(2) Costs will not be reimbursed where they are submitted after September 30, 2023.

### Owners' Covenants

5 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 the Eligible Work 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 Executive Committee on November 30, 2022 as well as the *Standards and Guidelines for the Conservation of Historic Places in Canada* and that all deviations must receive written approval from the Executive Director.

6(1) The Owner shall ensure that the Property retains its formal heritage designation as Municipal Heritage Property, in accordance with *The Heritage Property Act*.

(2) The Owner shall ensure the Property is maintained in an attractive, tidy and safe condition in compliance with all legislation, including any heritage property maintenance bylaw that may be enacted in the future and including Bylaw 2016-2, *The Regina Community Standards Bylaw* and Bylaw 2003-7, *A Bylaw of The City of Regina Pursuant to The Uniform Building and Accessibility Standards Act and The Cities Act*.

(3) The Owner shall ensure that it is in compliance with the City's Heritage Incentive Policy and any other tax exemption or grant agreements that it has entered into with respect to the Property.

(4) If the City determines in its sole discretion that the Owner has failed to maintain the Property in accordance with subsections (1) or (2), or failed to comply with the requirements in subsection (3), the Executive Director may require that the Owner repay to the City the amount of the cash grant that has been provided under this Agreement.



- 6.4 The Owner agrees that they will, to the City's satisfaction, as soon as reasonably possible after the issuance of any required permits, commence work on the conservation of the Property in accordance with any required permits, including any Heritage Alteration Permits and Building Permits and thereafter will diligently carry out such work until the Property is conserved in accordance with any required permits, and this Agreement.
- 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) where requested by the City, a detailed written report prepared, signed and certified by the Conservation Consultant, showing that the work has been completed in accordance with the description of the Eligible Work in Schedule A, it meets all permit requirements, including Heritage Alteration Permits and building permits and that it conforms with the *Standards and Guidelines for the Conservation of Historic Places in Canada*; and
  - (b) 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 Schedule 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 as well as the quality of the work.
- (7) The Executive Director will conclusively determine the cost of Eligible Work in Schedule A after the Executive Director has viewed the estimates and received information pursuant to section 7.
- (8) To be eligible for the cash grant, the Owner is required to ensure that all Eligible Work be:
- (a) of good quality; and

- (b) completed in a good and professional manner, in accordance with good and recognised standards, methods, practices and principles employed in the industry for similar work.
- 8(1) 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 as well as to confirm that the Eligible Work has been completed and is of good quality and completed in a good and professional manner; and
  - (c) shall certify the amount of the cash grant to be provided pursuant to this Agreement.
- (2) Where the Owner has not complied with a term of the Agreement, the City may refuse to pay the cash grant.

### **Termination**

- 9 Where the Owner has not complied with a term of the Agreement, the City may terminate the Agreement by notice to the Owner.
- 13 This Agreement shall cease if the Owner:
- (i) becomes bankrupt or insolvent or is so adjudged;
  - (j) makes a general assignment for the benefit of creditors;
  - (k) has other fees or charges that are owed to the City.

### **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:**

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

**To the Owner at:**

Attention: Maxim Kondrashov  
 The Patriarchal Parish of Saints  
 Peters and Paul of the Russian  
 Orthodox Church Corporation  
 1772 Montreal Street  
 Regina, SK S4P 1K9

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 in multiple counterparts, each of which shall be deemed an original agreement and shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by any of the parties and the other parties may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

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

**CITY OF REGINA**

\_\_\_\_\_  
City Clerk

**THE PATRIARCHAL PARISH OF STS. PETER  
AND PAUL OF THE RUSSIAN ORTHODOX  
CHURCH CORP.**

Seal

\_\_\_\_\_  
Authorized Signing Officer

**SCHEDULE A**

<b>ELIGIBLE WORK ITEMS 1772 Montreal St.</b>	<b>ESTIMATED COST</b>
<p><b>For Major Grant</b></p> <ol style="list-style-type: none"> <li>1. Stucco Exterior of the entire building <ul style="list-style-type: none"> <li>▪ Rent and install scaffolding system</li> <li>▪ Rasp and prep old stucco on all walls of church and parking</li> <li>▪ Supply and install 1.5-inch foam with mesh and glue</li> <li>▪ Finish with acrylic smooth stucco as per owner choose color</li> <li>▪ Around floors and windows build-outs and pillars</li> <li>▪ Remove old foam on the parking area and install new 1-inch foam on roof peak – gables and west side wall</li> <li>▪ Remove all garbage and disposed</li> </ul> </li> </ol>	
<b>TOTAL ESTIMATE OF ELIGIBLE COSTS</b>	<b>\$70,485.00</b>

This is only required to be filled out if **the Owner** does not affix its seal to the agreement.

<b>AFFIDAVIT OF CORPORATE SIGNING AUTHORITY</b>	
CANADA SASKATCHEWAN	
I, _____ of Regina, Saskatchewan, Print Full Name of Signing Authority	
MAKE OATH/AFFIRM AS FOLLOWS:	
<ol style="list-style-type: none"> <li>1. I am a Director or Officer of <b>THE PATRIARCHAL PARISH OF STS. PETER AND PAUL OF THE RUSSIAN ORTHODOX CHURCH CORP.</b> named in the Grant Agreement to which this Affidavit is attached.</li>   <li>2. I am authorized by <b>THE PATRIARCHAL PARISH OF STS. PETER AND PAUL OF THE RUSSIAN ORTHODOX CHURCH CORP.</b> to execute the Grant Agreement without affixing the Corporate Seal of the Corporation.</li> </ol>	
Sworn/Affirmed before me at _____, _____ on _____, _____, 20____ <div style="display: flex; justify-content: space-around; width: 100%;"> <span>Month</span> <span>Date</span> </div>	) _____ <b>Signature of Signing Authority</b>
A Commissioner for Oaths in and for the Province of Saskatchewan. Being a lawyer —or— My commission expires:	

ABSTRACT

BYLAW NO. 2023-11

THE HERITAGE MAINTENANCE AND MAJOR GRANT AGREEMENT EXECUTION  
BYLAW, 2023

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**PURPOSE:** To authorize the execution of a number of Major Grant Agreements and Maintenance Grant Agreements entered into between the City of Regina and the various owners listed in the agreements. These agreements are being brought forward under the City’s Heritage Incentive Policy.

**ABSTRACT:** The Owners of the properties located at the 2125 11<sup>th</sup> Avenue, 2700 College Avenue, 1870 Lorne Street and 1772 Montreal Street will receive a grant, which is governed by the grant agreements between the parties that are attached as Schedule “A” to the Bylaw.

**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:** Executive Committee, November 30, 2022, EX22-131 and City Council, December 7, 2022, CR22-135. Current Heritage Incentives Policy was approved in Report CR22-30 from the March 16, 2022 City Council meeting.

**AMENDS/REPEALS:** N/A

**CLASSIFICATION:** Executory

**INITIATING DIVISION:** City Planning and Community Development

**INITIATING DEPARTMENT:** Planning and Development Services