

BYLAW NO. 2021-7

THE KNOX METROPOLITAN CONGREGATION OF THE UNITED CHURCH
OF CANADA GRANT AGREEMENT EXECUTION BYLAW, 2021

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 Trustees of Knox Metropolitan Congregation of the United Church of Canada 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 James Garden, Barbara Shourounis, Alison Stickland, William Johnson, Carol Bryant, David Calam, as Trustees of Knox Metropolitan Congregation of the United Church of Canada.

Coming Into Force

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

READ A FIRST TIME THIS 10th DAY OF February 2021.

READ A SECOND TIME THIS 10th DAY OF February 2021.

READ A THIRD TIME AND PASSED THIS 10th DAY OF February 2021.

Mayor

City Clerk

(SEAL)

CERTIFIED A TRUE COPY

City Clerk

Approved as to form this _____ day of _____, 20____.

City Solicitor

Schedule "A"

**CONSERVATION OF HERITAGE PROPERTIES
GRANT AGREEMENT – 1978 LORNE STREET
KNOX-METROPOLITAN UNITED CHURCH**

Agreement dated _____, 2021
(City Clerk to put in date)

Between:

THE CITY OF REGINA
(the "City")

- and -

**JAMES GARDEN, BARBARA SHOOURONIS, ALISON STICKLAND, WILLIAM
JOHNSON, CAROL BRYANT, DAVID CALAM
(TRUSTEES OF KNOX METROPOLITAN CONGREGATION OF THE UNITED
CHURCH OF CANADA)**

(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 January 6, 2021, 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 Owners located at 1978 Lorne Street, Regina, Saskatchewan (with mailing address 2340 Victoria Avenue) and legally described as:

Surface Parcel: 107281177
Lot 36, Block 344, Plan 00RA12095, Extension 0

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 Owners 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 Owners have until December 15, 2021 to submit their eligible costs incurred in completing the Eligible Work.
- (2) Costs will not be reimbursed where they are submitted after December 15, 2021.

Owners' Covenants

- 4 The Owners 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(1) The Owners shall ensure all work undertaken to the Property, including replacement materials used and finishing treatments applied, shall correspond with, or be of a comparable nature, to existing materials and finishes.
- (2) The Owners shall ensure all work undertaken to the Property shall correspond with the Eligible Work items presented to the Executive Committee on January 6, 2021 and that all deviations must receive written approval from the Executive Director.
- 6 The Owners 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 Owners 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 Schedule A;
 - (b) an inspection report prepared by an architect, engineer or equivalent professional each having substantive experience and expertise in construction that indicates

that they have inspected the work and it is complete and that the work corresponds with 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 Owners 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 Owners 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 Owners.
- 10 This Agreement shall cease if the Owners:
- (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:

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

To the Owners at:

Cameron Fraser
 2340 Victoria Avenue
 Regina, SK S4S 2N6

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

 Witness

 James Garden

Witness

Barbara Shourounis

Witness

Alison Stickland

Witness

William Johnson

Witness

Carol Bryant

Witness

David Calam

SCHEDULE A

<p style="text-align: center;">ELIGIBLE WORK ITEMS 1978 Lorne Street</p>	<p style="text-align: center;">ESTIMATED COST</p>
<ul style="list-style-type: none"> • Remove the caps from each of the three (3) Gothic windows. The caps are to be numbered and bundled together for each individual window. The caps are to be stored for reinstallation at completion of the rehabilitation work. Space for storage maybe possible on site within the mechanical room. • Clean the caps as required before reinstallation. • Photo document existing condition of frame assembly, frame attachment to masonry units, caulking condition and any deterioration and/or water infiltration into the wall cavity. Document repairs as they progress. • Clean existing caulking and substrate with an appropriate solvent based cleaner. • Spray foam as required to fill gaps between aluminium frame and masonry. • Apply black glazers silicon caulking, Dow Corning, over existing caulking/mastic ensuring that all gaps between the exterior and interior spaces is completely sealed to prevent heat/air leakage and water infiltration is eliminated. The caulking is to remain recessed behind the face of the cap moulding to create a shadow between the side of the cap moulding and stone faces. • Install a custom sill flashing to match existing frame colour and finish. The flashing is to extend past the face of the cap moulding 1 inch that follows the slope of the stone sill. A sill flashing is to be installed on each of the 3 windows. • Provide a suitable lift large enough to reach the peak of each window. 	
<p>TOTAL ESTIMATE OF ELIGIBLE COSTS</p>	<p>\$15,300.00</p>

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)

I, _____, of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see **JAMES GARDEN** named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein;
- 2 The same was executed at Regina, Saskatchewan, on _____, (date), and that I am the subscribing witness thereto;
- 3 I know **JAMES GARDEN** and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
Regina, Saskatchewan,)
on _____ 2021.)
)
)
_____)

Signature of Witness

A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan OR
Being a Solicitor.
My Commission expires _____

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

*This document needs to be filled out by the person who witnesses **JAMES GARDEN** sign the grant agreement.*

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)

I, _____, of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see **BARBARA SHOOURONIS** named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein;
- 2 The same was executed at Regina, Saskatchewan, on _____, (date), and that I am the subscribing witness thereto;
- 3 I know **BARBARA SHOOURONIS** and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
Regina, Saskatchewan,)
on _____ 2021.)
)
)
_____)

Signature of Witness

A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan OR
Being a Solicitor.
My Commission expires _____

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

*This document needs to be filled out by the person who witnesses **BARBARA SHOOURONIS** sign the grant agreement.*

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)

I, _____, of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see **ALISON STICKLAND** named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein;
- 2 The same was executed at Regina, Saskatchewan, on _____, (date), and that I am the subscribing witness thereto;
- 3 I know **ALISON STICKLAND** and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
Regina, Saskatchewan,)
on _____ 2021.)
)
)
)

Signature of Witness

A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan OR
Being a Solicitor.
My Commission expires _____

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

*This document needs to be filled out by the person who witnesses **ALISON STICKLAND** sign the grant agreement.*

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)

I, _____, of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see **WILLIAM JOHNSON** named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein;
- 2 The same was executed at Regina, Saskatchewan, on _____, (date), and that I am the subscribing witness thereto;
- 3 I know **WILLIAM JOHNSON** and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
Regina, Saskatchewan,)
on _____ 2021.)
)
)
_____)

Signature of Witness

A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan OR
Being a Solicitor.
My Commission expires _____

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

*This document needs to be filled out by the person who witnesses **WILLIAM JOHNSON** sign the grant agreement.*

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)

I, _____, of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see **CAROL BRYANT** named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein;
- 2 The same was executed at Regina, Saskatchewan, on _____, (date), and that I am the subscribing witness thereto;
- 3 I know **CAROL BRYANT** and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
Regina, Saskatchewan,)
on _____ 2021.)
)
)
)
)

Signature of Witness

A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan OR
Being a Solicitor.
My Commission expires _____

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

*This document needs to be filled out by the person who witnesses **CAROL BRYANT** sign the grant agreement.*

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)

I, _____, of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see **DAVID CALAM** named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein;
- 2 The same was executed at Regina, Saskatchewan, on _____, (date), and that I am the subscribing witness thereto;
- 3 I know **DAVID CALAM** and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
Regina, Saskatchewan,)
on _____ 2021.)
)
)
_____)

Signature of Witness

A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan OR
Being a Solicitor.
My Commission expires _____

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

*This document needs to be filled out by the person who witnesses the **DAVID CALAM** sign the grant agreement.*

ABSTRACT

BYLAW NO. 2021-7

THE KNOX METROPOLITAN CONGREGATION OF THE UNITED CHURCH OF CANADA GRANT AGREEMENT EXECUTION BYLAW, 2021

PURPOSE: To authorize the execution of a Grant Agreement between the City of Regina and the Trustees of Knox Metropolitan Congregation of the United Church of Canada located at 1978 Lorne Street, Regina, SK.

ABSTRACT: The Owners of the property located at 1978 Lorne 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: Executive Committee, January 6, 2021, EX21-1

AMENDS/REPEALS: N/A

CLASSIFICATION: Executory

INITIATING DIVISION: City Planning and Community Development

INITIATING DEPARTMENT: Social and Cultural Development