



# **Bylaw No. 2017-38**

## **Disclaimer:**

**This information has been provided solely for research convenience. Official bylaws are available from the Office of the City Clerk and must be consulted for purposes of interpretation and application of the law.**

BYLAW NO. 2017-38

ST. MATHEW’S ANGLICAN CHURCH  
GRANT AGREEMENT EXECUTION BYLAW, 2017

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 Synod of the Diocese of Qu’Appelle and the City of Regina that is attached as Schedule “A” to this Bylaw;

“**City**” mean 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, marked as Schedule “A”, between the City of Regina and The Synod of the Diocese of Qu’Appelle.

**Coming Into Force**

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

READ A FIRST TIME THIS 25<sup>th</sup> DAY OF September 2017.

READ A SECOND TIME THIS 25<sup>th</sup> DAY OF September 2017.

READ A THIRD TIME AND PASSED THIS 25<sup>th</sup> DAY OF September 2017.

\_\_\_\_\_  
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 – 2165 WINNIPEG STREET  
ST. MATHEW'S ANGLICAN CHURCH**

Agreement dated \_\_\_\_\_, 2017  
(City Clerk to put in date)

Between:

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

- and -

**THE SYNOD OF THE DIOCESE OF QU'APPELLE**  
(referred to in this Agreement as the "Owners")

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* (approved August 25, 2014), and which corresponds with the Conservation Plan presented to the Finance and Administration Committee on September 5, 2017 (as set out in City Report FA17-17), 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 2165 Winnipeg Street, Regina, Saskatchewan and legally described as:

Surface Parcel: 107202338  
Lot 17, Blk/Par 27, Plan DV270, 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 Owners in completing the Eligible Work; or
  - (b) \$30,000.
- 3(1) Notwithstanding section 2 of this Agreement, the Owners have until December 15, 2017 to submit their eligible costs incurred in completing the Eligible Work.
- (2) Costs will not be reimbursed where they are submitted after December 15, 2017.

### **Owner's 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 The Owners shall ensure all work undertaken to the Property, including replacement materials used and finishing treatments applied, shall correspond with the Conservation Plan presented to the Finance and Administration Committee on September 5, 2017 (as set out in City Report FA17-17) 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 Appendix A;
  - (b) an inspection report prepared by an architect, engineer or equivalent professional each having substantive experience and expertise in heritage conservation that indicates that they have inspected the work, it is complete and that the work corresponds with the Conservation Plan and 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) become 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:**

Anglican Diocese of Qu'Appelle  
 1501 College Avenue  
 Regina, SK S4P 1B8

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

Seal

\_\_\_\_\_  
 The Synod of the Diocese of Qu'Appelle

**SCHEDULE A**

<b>ELIGIBLE WORK ITEMS 2165 Winnipeg Street</b>	<b>ESTIMATED COST</b>
<p>Repair of the two brick arches including:</p> <ul style="list-style-type: none"> <li>(a) Shoring of the existing wall to allow for removal of the masonry arch supports;</li> <li>(b) Partial removal of existing masonry arches as detailed on the drawings in the Conservation Plan;</li> <li>(c) Hoarding and shoring to ensure the existing structure is stable during construction;</li> <li>(d) Reclaiming the displaced masonry units by way of gently removing the masonry units from the wall, and cleaning the masonry units of all existing mortar;</li> <li>(e) Storage of reclaimed masonry units in a dry and secure location;</li> <li>(f) Salvaging and reusing the existing brick where possible and using new matched brick where reuse is not possible, with new brick to be located near the top of the wall;</li> <li>(g) Replacement and supply of mortar that matches the existing mortar in texture, colour, strength and aggregate gradation;</li> <li>(h) Provision of an 800 mm x 800 xx mock-up consisting of the specified mortar and a similar brick be prepared for approval;</li> <li>(i) Compressive strength testing of the mortar in accordance with ASTM C109/C109M-99;</li> <li>(j) Workers used are required to have experience in clay brick masonry construction and construction of masonry arches and will be supervised by a mason with a minimum of 10 years' expertise in historic masonry repair.</li> <li>(k) Reconstruction of the arch to match the original profile to the fullest extent possible given the existing building conditions;</li> </ul>	
<b>OTAL ESTIMATE OF ELIGIBLE COSTS</b>	<b>84,000</b>

**AFFIDAVIT OF CORPORATE SIGNING AUTHORITY**

CANADA )  
PROVINCE OF SASKATCHEWAN )

I, \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_,  
(Print Full Name of Signing Authority) (City) (Province)

MAKE OATH/AFFIRM AS FOLLOWS:

- 1 I am \_\_\_\_\_ (list position) of The Synod of the Diocese of Qu’Appelle, named in the Grant Agreement to which this Affidavit is attached.
- 2 I am authorized by the Synod of the Diocese of Qu’Appelle to execute the Grant Agreement without affixing the Seal of the Organization.

SWORN BEFORE ME at \_\_\_\_\_ )  
 \_\_\_\_\_, Saskatchewan, )  
 on \_\_\_\_\_ 2016 )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ ) Signature \_\_\_\_\_ )

A Commissioner for Oaths or a Notary Public  
 for the Province of \_\_\_\_\_  
 My Commission/Appointment expires \_\_\_\_\_  
 Or Being a solicitor

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



ABSTRACT

BYLAW NO. 2017-38

ST. MATHEW'S ANGLICAN CHURCH  
GRANT AGREEMENT EXECUTION BYLAW, 2017

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**PURPOSE:** To authorize the execution of a Grant Agreement between the City of Regina and The Synod of the Diocese of Qu'Appelle located at 2165 Winnipeg Street, Regina, SK.

**ABSTRACT:** The Owners of the property located at 2165 Winnipeg 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, September 5, 2017, FA17-17

**AMENDS/REPEALS:** N/A

**CLASSIFICATION:** Executory

**INITIATING DIVISION:** City Planning and Development

**INITIATING DEPARTMENT:** Development Services