



# **Bylaw No. 2019-5**

## **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. 2019-5

THE CONSERVATION OF HERITAGE PROPERTIES TAX EXEMPTION FOR  
CATHEDRAL COURTS, FORMERLY KNOWN AS SACRED HEART ACADEMY  
LOCATED AT 3225 13<sup>TH</sup> AVENUE BYLAW, 2019

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THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

**Purpose**

- 1 The purpose of this Bylaw is to provide a heritage property tax exemption to the owners of property located at 100-107, 201-206, 301-307, 401-409 3225 13<sup>th</sup> Avenue, Cathedral Courts – Units 1-30, pursuant to the City of Regina’s Heritage Building Rehabilitation Program.

**Authority**

- 2 The authority for this Bylaw is clause 28(a) of *The Heritage Property Act*.

**Exemption**

- 3 An exemption for taxation pursuant to the City of Regina’s Heritage Building Rehabilitation Program is granted for the real property owned by Academy Housing Association Inc., Archbishopal Corporation of Regina, Arturo Rubalcava, Beatriz Rubalcava, Sisters of Our Lady of the Missions Inc., Sandra Lyn Nixon, Alice Francis Rogal, Karen Patrice Kelly, L’Institut de Notre-Dame Des Missions, Sharon Margaret Baldwin, Crystal Anne Bradley and Rose Schubert (the “Owners”), located at 100-107, 201-206, 301-307, 401-409 3225 13<sup>th</sup> Avenue and legally described as:

Units 1-30  
Condo Plan No. 91R09011 Ext 5  
as described on Certificate of Title 93R53108

**Scope of Exemption**

- 4 The City shall exempt from taxation, or provide a partial exemption for, the Property in an amount equal to the lesser of:
- (a) 50 percent of the actual cost incurred by, or on behalf of, the Owners in completing the Conservation Plan on the Property; or
  - (b) an amount equivalent to the total property taxes on the Property payable for the years 2019 to 2028, inclusive.
- 5 Notwithstanding section 3 of the attached Agreement, the term of this Agreement may be extended until 2029 at the sole discretion of the Director where there have been unanticipated construction delays.

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

City Solicitor

**Agreement**

- 6 The exemption in sections 3, 4 and 5 shall be governed by the attached Agreement between The City of Regina and the Owners marked as Schedule “A”.
- 7 The City Clerk is authorized to sign and seal the Agreements in section 6 on behalf of the City of Regina.
- 8 The Executive Director, City Planning and Development is authorized to determine whether the work done to the property is eligible for a tax exemption within the meaning of the Agreement.

**Coming Into Force**

- 9 This Bylaw comes into force on the day of passage of the Bylaw, or on the date the Agreement is executed, whichever is later.

READ A FIRST TIME THIS 28<sup>th</sup> DAY OF January 2019.

READ A SECOND TIME THIS 28<sup>th</sup> DAY OF January 2019.

READ A THIRD TIME AND PASSED THIS 28<sup>th</sup> DAY OF January 2019.

\_\_\_\_\_  
Mayor

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

CERTIFIED A TRUE COPY

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

Schedule "A"

**HERITAGE PROPERTIES  
TAX EXEMPTION AGREEMENT  
100-107, 201-206, 301-307, 401-409 3225 13<sup>th</sup> Avenue – Cathedral Courts –  
Units 1-30 formerly known as Sacred Heart Academy**

Agreement dated \_\_\_\_\_, 201\_\_  
(City Clerk to put in date)

Between:

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

- and -

**ACADEMY HOUSING ASSOCIATION INC., ARCHIEPISCOPAL  
CORPORATION OF REGINA, ARTURO RUBALCAVA, BEATRIZ  
RUBALCAVA, SISTERS OF OUR LADY OF THE MISSIONS INC., SANDRA LYN  
NIXON, ALICE FRANCIS ROGAL, KAREN PATRICE KELLY, L'INSTITUT DE  
NOTRE-DAME DES MISSIONS, SHARON MARGARET BALDWIN, CRYSTAL  
ANNE BRADLEY, ROSE SCHUBERT**  
(the "Owners")

The Parties agree as follows:

**Definitions**

1 In this Agreement:

**"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;

**"Conservation Plan"** means the work on the Property as described in the chart and the Heritage Conservation Plan for Cathedral Courts attached as Schedule "A" and as determined by the Director to be eligible conservation plan items for consideration pursuant to the City's Heritage Building Rehabilitation Program;

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

**“education portion of the property taxes”** means the property taxes levied by the City pursuant to *The Education Property Tax Act* on behalf of the Government of Saskatchewan for the benefit of the Board of Education of the Regina School Division No. 4 and the Board of Education of the Regina Roman Catholic Separate School Division No. 81 of Saskatchewan;

**“Heritage Alteration Permit”** means the permit approval given by the City to alter the Property;

**“Property”** means the real property located at 100-107, 201-206, 301-307, 401-409 3225 13<sup>th</sup> Ave, Regina, Saskatchewan Cathedral Courts and legally described as:

Units 1-30  
Condo Plan No. 91R09011 Ext 5  
as described on Certificate of Title 93R53108

**“Site Review Report”** means a report prepared by a Conservation Consultant that includes the following:

- (a) photographs and a description of the inspected work in progress on the Property and materials delivered to the site;
- (b) confirmation that the work on the Property and materials used conform to the Conservation Plan and any related drawings and specifications.

### **Authority**

2 The Owners represent and warrant to the City that:

- (a) they have the power, authority and capacity to enter into this Agreement and to carry out its respective obligations under this Agreement;
- (b) they have obtained all necessary approvals required to carry out the Conservation Plan with respect to the Property, including any approvals from the condominium corporation constituted with respect to the Property; and
- (c) the obligations under this Agreement do not conflict with any bylaws enacted by the condominium corporation constituted with respect to the Property or any agreements that exist between the unit owners and the condominium corporation.

### **Tax Exemption**

- 3(1) Pursuant to clause 28(a) of *The Heritage Property Act*, and subject to the terms of this Agreement, the City shall exempt from taxation, or provide a partial exemption to the Property in an amount equal to the lesser of:
  - (a) 50 percent of the actual cost incurred by, or on behalf of, the Owners in completing the Conservation Plan on the Property; or
  - (b) an amount equivalent to the total property taxes on the Property payable for the years 2019 to 2028, inclusive.
- (1.1) Where the work to the Property is work to the common property of the condominium corporation, the City Assessor has the discretion to determine the amount of the exemption for each unit based on the proportionate share of the unit factors associated with the unit.
- (2) Notwithstanding subsection (1), where on an annual basis the exemption of the education portion of the property taxes for the parcel would be equal to \$25,000 or more, the exemption of the education portion of the property taxes is subject to the annual approval of the Government of Saskatchewan.
- (3) Where the Government of Saskatchewan does not approve of the exemption of the education portion of the property taxes or reduces the amount of the proposed exemption, the City shall reduce the exemption of the education portion of the property taxes in accordance with the Government of Saskatchewan's decision.
- (4) Where the exemption of the education portion of the property taxes is not approved or is reduced, the Owners will be required to pay the balance of the education portion of the property taxes and the City shall not be liable to the Owners for any amount of the tax exemption which would have otherwise been granted to the Owners.
- 4 Notwithstanding subsection 3(1) of this Agreement, the tax exemption may commence in 2020 and extend until 2029 at the sole discretion of the Director where there have been unanticipated construction delays.
- 5(1) If the Owners fail to commence the work in the Conservation Plan in accordance with this Agreement within two years after this Agreement is signed, this Agreement will be automatically terminated for all purposes, and the City will not be obligated to provide any tax exemption.
- (2) Notwithstanding sections 3 and 4 of this Agreement, the term of this Agreement shall not extend past December 31, 2029.

**Owners' Covenants**

6 The Owners agrees that:

- (a) the Property will be used in accordance with this Agreement;
- (b) the Owners, to the City's satisfaction, as soon as reasonably possible after the issuance of any required permits, will commence work on the conservation of the Property in accordance with any required permits and the Conservation Plan and thereafter will diligently carry out such work until the Property is conserved in accordance with any required permits, the Conservation Plan and this Agreement;
- (c) notwithstanding any other provision, the Owners, to the City's satisfaction will fully complete the Conservation Plan by no later than ten years after the signing of this Agreement;
- (d) the Owners will ensure that at all times during the conservation, the Property is adequately secured, supported and otherwise protected in all respects from damage or injury of any kind;
- (e) the Owners will ensure that the Conservation Plan is carried out lawfully in all respects at all times, and without limitation to the generality of the foregoing, the Owners will ensure that, prior to commencement and during the Conservation Plan it has obtained and holds valid and unexpired permits for the work done on the Property;
- (f) the Owners shall, prior to carrying out the Conservation Plan, obtain and hold a Heritage Alteration Permit. The Owners shall submit an application for a Heritage Alteration Permit within 120 days of the date of this Agreement and shall submit any schedules, reports and drawings required as part of the application.
- (g) the Owners will retain a Conservation Consultant to prepare and supervise the preparation of the Conservation Plan, including without limitation, all necessary architectural drawings for and to supervise the planning and carrying out of the Conservation Plan, and the Owners will ensure that the Conservation Plan is prepared, planned and carried out in that way;
- (h) the Owners, in carrying out the Conservation Plan, will notify the City and obtain its explicit prior written approval from the Director for any deviation from or modification to the Conservation Plan;



- (i) on completion of the Conservation Plan, the Owners will deliver to the City a written report, prepared, signed and certified by the Conservation Consultant, showing that the work has been completed in accordance with the Conservation Plan, and upon issuance of verification by the Director that the Property has been completed to the City's satisfaction the Conservation Plan will be considered to be complete; and
- (j) the City may disclose the amount of property taxes (including special taxes, local improvement levies, utility charges, and any other such charges or fees added in the taxes) owing on any unit in the Property to any unit owner in the Property or to the condominium corporation constituted with respect to the Property for the purpose of ensuring that all property taxes are paid.

7 The Owners shall promptly:

- (a) notify the City of any occurrences which would, pursuant to this Agreement, discontinue or terminate the tax exemption;
- (b) provide the City Assessor with any information or documentation requested by the City Assessor to complete and check the assessment of the Property;
- (c) provide the Director with any information, documentation, or access to the Property requested by the Director to check the progress of construction for the purposes of this Agreement.

8 The Owners shall ensure that the Property retains its formal heritage designation as Municipal Heritage Property, in accordance with *The Heritage Property Act*.

9(1) Upon completion of an item of the Conservation Plan, the Owners shall submit to the Director:

- (a) a written report, prepared, signed and certified by the Conservation Consultant, to be submitted by September 30 of each year showing that the work item or items have been completed in accordance with the Conservation Plan and which aligns with itemized receipts made for actual costs incurred in the form of an itemized annual progress claim which corresponds with the eligible work items identified in the Conservation Plan and any related drawings and or specifications; and

- (b) a Site Review Report which corresponds with the payments outlined in clause (a) that is prepared by a Conservation Consultant to verify the receipts provided in the progress claim.
- (2) If a work item that is submitted does not qualify as a Conservation Plan item, then it shall not be included for the purposes of calculating this tax exemption.
- (3) The Director may request further documentation from the Owners and may independently gather estimates as to the Conservation Plan 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 the Conservation Plan.
- (6) The tax exemption will not be granted unless and until the Director receives the documentation required by this section and has confirmed the authenticity of the same.
- (7) The Director will conclusively determine the cost of Conservation Plan items in Schedule "A" after he or she has viewed the estimates and received information pursuant to section 9.
- 10 Upon completion of the Conservation Plan, or portion thereof, the Director:
  - (a) shall review the documentation submitted pursuant to section 9;
  - (b) may inspect the Property to confirm the completion of the Conservation Plan, or portion thereof; and
  - (c) shall certify the amount of the tax exemption to be conferred pursuant to this Agreement.
- 11 Once the Director has certified the amount(s) of the exemption to be granted to the Owner, the Director shall provide the particulars of the amount(s) to the City Assessor.

- 12(1) For 2019, the tax exemption shall only be applied where the Conservation Plan items or portion thereof is completed and submitted to the City prior to September 30, 2018 and shall be limited to 50 per cent of eligible expenditures.
- (2) For tax years after 2019, the Conservation Plan items or any portion thereof completed and submitted to the City by September 30 in each year shall be eligible for an exemption in the following years and shall be limited to 50 percent of eligible expenditures.

### **Termination**

- 13(1) The tax exemption shall continue only for so long as the Owners comply with the terms of this Agreement.
  - (2) Where the Owners have not complied with a term of the Agreement, the City may terminate the Agreement by notice to the Owners.
- 14(1) The tax exemption shall cease if:
- (a) the Owners become bankrupt or insolvent or is so adjudged;
  - (b) the Owners make a general assignment for the benefit of creditors;
  - (c) the improvements on the Property do not conform to all civic and provincial laws governing the construction and use of the improvements, including any permits, zoning bylaws, *The Uniform Building and Accessibility Standards Act* and *The Planning and Development Act, 2007*; or
  - (d) there are outstanding taxes (including special taxes, local improvement levies, utility charges, and any other such charges or fees added to the taxes) owing on the Property which are not exempt.
- 15 If the City terminates the Agreement pursuant to section 13, or if the tax exemption ceases pursuant to section 14, the Property shall be taxable on a pro-rated basis for that portion of the year during which the exemption granted no longer continues.
- 16 The scope of the tax exemption, including calculation of any percentage or proportion and the determination of any use or cost, shall be conclusively determined by the City Assessor, subject to any statutory right of appeal against the assessment of the Property.
- 17 The amount of the assessment is subject to change in future years.

- 18 The tax exemption granted pursuant to this Agreement does not include special taxes, local improvement levies, utility charges, development fees or other such charges or fees properly imposed by the City or other taxing authority.
- 19 This Agreement will be void if there are outstanding taxes owing on the Property as of the date this Agreement is signed.

### Notices

- 20(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 the following addresses:

Academy Housing Association Inc.  
 1730 2002 Victoria Avenue  
 Regina, SK  
 S4P 0R7

Sharon Margaret Baldwin  
 404 – 3225 13<sup>th</sup> Avenue  
 Regina, SK  
 S4T 1P5

Archiepiscopal Corporation of Regina  
 100 – 3225 13<sup>th</sup> Avenue  
 Regina, SK  
 S4T 1P5

Rose Shubert and  
 Crystal Anne Bradley  
 402 – 3225 13<sup>th</sup> Avenue  
 Regina, SK S4T 1P5

Arturo and Beatriz Rubalcava  
 203 – 3225 13<sup>th</sup> Avenue  
 Regina, SK  
 S4T 1P5

Sisters of Our Lady of the Missions Inc.  
 393 Gaboury Place  
 Winnipeg, SK  
 R2H 0L5

Sandra Lyn Nixon

307 - 3225 13<sup>th</sup> Avenue  
Regina, SK  
S4T 1P5

Alice Francis Rogal  
304 - 3225 13<sup>th</sup> Avenue  
Regina, SK  
S4T 1P5

Karen Patrice Kelly  
302 - 3225 13<sup>th</sup> Avenue  
Regina, SK  
S4T 1P5

L'Institut de Notre-Dame des Missions  
393 Gaboury Place  
Winnipeg, Manitoba  
R2H 0L5

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.

### **General**

21(1) The Owners release, indemnify and save harmless the City and all City personnel, from and against all liabilities, actions, statutory or other proceedings, judgements, investigations, claims, losses, loss of profit, damages, consequential damages, fines, penalties, costs and legal costs on a solicitor and own client basis:

- (a) which the City or any City personnel may suffer or incur, in the case of the indemnity contained herein; and
- (b) which the Owners or its directors, officers, employees, contractors, agents or licensees may suffer or incur, in the case of the release contained herein, in each case, arising out of or in any way connected with:
  - (i) this Agreement;

- (ii) the City withholding any permits in respect of the Property, until the Owners have fully complied with all requirements of the City in this Agreement and otherwise applicable to the Property;
  - (iii) the issuance of any permit in respect of the Property;
  - (iv) any release of this Agreement or the loss of any of the rights granted under this Agreement; and/or
  - (v) the non-compliance, if any, of the Property with any City bylaw.
- (2) The releases and indemnities set out in subsection (1) shall survive the expiration or earlier termination of this Agreement and shall survive any modification, release or partial release of any of the covenants created by this Agreement.

#### **Waiver**

- 22 The Owners acknowledge and agree that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver nor will any single or partial exercise by the City of any right under this Agreement preclude any other future exercise of any right. The remedies provided for in this Agreement will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City will be deemed to be in addition to and not, except as expressly stated, restrictive of the remedies of the City at law or in equity.
- 23 Time shall be of the essence in the performance of the Parties' respective obligations.

#### **Enforcement**

- 24 In any action to enforce this Agreement the City shall be entitled to court costs on a solicitor and own client basis. In addition to any other rights the City may have pursuant to this Agreement or at law or in equity, the City may enforce this Agreement by mandatory and prohibitory injunctions.

#### **Enurement**

- 25 This Agreement shall enure to the benefit of and be binding upon the Owners and its successors and trustees and this Agreement shall charge and run with the Property and shall enure to the benefit of and be binding upon the Owners' successors in title and their respective trustees and successors in title and all parties claiming through such owners.
- 26(1) This Agreement may be amended by written agreement between the Parties.

- (2) For the purposes of subsection (1), the Executive Director may authorize any amendments to the Agreement on behalf of the City.
- 27 If this Agreement or any part of it is found to be invalid or ultra vires of the Regina City Council, then the City shall not be liable to the Owners for any amount of the invalid or unlawful exemption which would otherwise have been granted to the Owners.
- 28 This Agreement shall not become effective until adopted by bylaw of City Council of the City and fully executed by the parties to the Agreement.
- 29 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.
- 30 The parties agree that the Agreement may be transmitted by facsimile, email or such similar device and that the reproduction of signatures by facsimile or such other device will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signatures.

**The City of Regina**

Per: \_\_\_\_\_ {seal} Date: \_\_\_\_\_  
The City Clerk

**The Owners**

**Academy Housing Corporation**

Per: \_\_\_\_\_ {seal} Date: \_\_\_\_\_  
Authorized Signing Officer

\* If the corporate seal of the corporation is not affixed, then the Authorized Signing Officer must fill out and execute an Affidavit of Corporate Signing Authority in the form attached to this Agreement. If there is more than one Authorized Signing Officer who must execute this Agreement, then make copies of the attached form.

**Archiepiscopal Corporation of Regina**

Per: \_\_\_\_\_ {seal} Date: \_\_\_\_\_  
Authorized Signing Officer





\_\_\_\_\_  
Sharon Margaret Baldwin

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

\_\_\_\_\_  
Crystal Anne Bradley

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

\_\_\_\_\_  
Rose Schubert

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

**SCHEDULE “A”**

<b>CONSERVATION PLAN ITEMS</b> <b>Units 1-30 - Condo Plan 91R09011 Ext. 5 – 3225 13<sup>th</sup> Avenue – Cathedral Courts formerly known as Sacred Heart Academy</b>	<b>ESTIMATED COST</b>
<p>The conservation plan items, as described in the Heritage Conservation Plan for Cathedral Courts as attached below, consist of removal of interior trees and foundation site work to prevent water infiltration through the foundation wall which will preserve the foundation and assist with structural stabilization; repair of wood windows to conserve the exterior character of defining element; repair of chimney including new liner and repair to brick and mortar, masonry repointing and stone repairs including repair of stone lintels and sills; repair and/or replacement of cornice; and replacement of select slate roofing tiles.</p> <p>Eligible costs will also include the cost of retaining professional architectural or engineering services.</p>	
<b>TOTAL ESTIMATE OF ELIGIBLE COSTS</b>	<b>\$1,267,572.48</b>

The Conservation Plan follows this page as Appendix “A”.

Affidavits of execution from witnesses are required for each owner (that is not a corporate entity) that is signing this agreement. An Affidavit of corporate signing authority is required for any corporate entity signing this agreement who does not affix its seal.

**AFFIDAVIT OF EXECUTION**

CANADA )  
PROVINCE OF SASKATCHEWAN )

I, \_\_\_\_\_, of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see **ARTURO RUBALCAVA** 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 **ARTURO RUBALCAVA**, and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at )  
Regina, Saskatchewan, on \_\_\_\_\_ )  
on \_\_\_\_\_, 201\_\_ )  
)  
)  
\_\_\_\_\_ )

\_\_\_\_\_  
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 **ARTURO RUBALCAVA** sign the tax exemption 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 **SANDRA LYN NIXON** 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 **SANDRA LYN NIXON**, and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at )  
Regina, Saskatchewan, on \_\_\_\_\_ )  
on \_\_\_\_\_, 201\_\_ )  
 )  
 )  
\_\_\_\_\_ )

\_\_\_\_\_  
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 **SANDRA LYN NIXON** sign the tax exemption 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 **ALICE FRANCIS ROGAL** 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 **ALICE FRANCIS ROGAL**, and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at )  
Regina, Saskatchewan, on \_\_\_\_\_ )  
on \_\_\_\_\_, 201\_\_ )  
 )  
 )  
 )  
\_\_\_\_\_ )

\_\_\_\_\_  
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 **ALICE FRANCIS ROGAL** sign the tax exemption 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 **KAREN PATRICE KELLY** 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 **KAREN PATRICE KELLY**, and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at )  
Regina, Saskatchewan, on \_\_\_\_\_ )  
on \_\_\_\_\_, 201\_\_ )  
 )  
 )  
\_\_\_\_\_ )

\_\_\_\_\_  
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 **KAREN PATRICE KELLY** sign the tax exemption 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 **SHARON MARGARET BALDWIN** 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 **SHARON MARGARET BALDWIN**, and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at )  
Regina, Saskatchewan, on \_\_\_\_\_ )  
on \_\_\_\_\_, 201\_\_ )  
 )  
 )  
\_\_\_\_\_ )

\_\_\_\_\_  
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 **SHARON MARGARET BALDWIN** sign the tax exemption 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 **CRYSTAL ANNE BRADLEY** 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 **CRYSTAL ANNE BRADLEY** and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at )  
Regina, Saskatchewan, on \_\_\_\_\_ )  
on \_\_\_\_\_, 201\_\_ )  
 )  
 )  
\_\_\_\_\_ )

\_\_\_\_\_  
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 **CRYSTAL ANNE BRADLEY** sign the tax exemption 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 **ROSE SCHUBERT** 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 **ROSE SCHUBERT**, and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at )  
Regina, Saskatchewan, on \_\_\_\_\_ )  
on \_\_\_\_\_, 201\_\_ )  
)  
)  
\_\_\_\_\_ )

\_\_\_\_\_  
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 **ROSE SCHUBERT** sign the tax exemption agreement.*

This is only required to be filled out if **ACADEMY HOUSING ASSOCIATION INC.** does not affix its seal to the agreement.

**AFFIDAVIT OF CORPORATE SIGNING AUTHORITY**

CANADA  
SASKATCHEWAN

I, \_\_\_\_\_ of Regina, Saskatchewan,  
Print Full Name of Signing Authority

**MAKE OATH/AFFIRM AS FOLLOWS:**

1. I am a Director or Officer of **ACADEMY HOUSING ASSOCIATION INC.** named in the Tax Exemption Agreement to which this Affidavit is attached.
2. I am authorized by **ACADEMY HOUSING ASSOCIATION INC.** to execute the Tax Exemption Agreement without affixing the Corporate 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

This is only required to be filled out if **ARCHIEPISCOPAL CORPORATION OF REGINA** does not affix its seal to the agreement.

**AFFIDAVIT OF CORPORATE SIGNING AUTHORITY**

CANADA  
SASKATCHEWAN

I, \_\_\_\_\_ of Regina, Saskatchewan,  
Print Full Name of Signing Authority

**MAKE OATH/AFFIRM AS FOLLOWS:**

1. I am a Director or Officer of **ARCHIEPISCOPAL CORPORATION OF REGINA** named in the Tax Exemption Agreement to which this Affidavit is attached.
2. I am authorized by **ARCHIEPISCOPAL CORPORATION OF REGINA** to execute the Tax Exemption Agreement without affixing the Corporate 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

This is only required to be filled out if **SISTERS OF OUR LADY MISSION INC.** does not affix its seal to the agreement.

**AFFIDAVIT OF CORPORATE SIGNING AUTHORITY**

CANADA  
SASKATCHEWAN

I, \_\_\_\_\_ of Regina, Saskatchewan,  
Print Full Name of Signing Authority

**MAKE OATH/AFFIRM AS FOLLOWS:**

1. I am a Director or Officer of **SISTERS OF OUR LADY MISSION INC.** named in the Tax Exemption Agreement to which this Affidavit is attached.
2. I am authorized by **SISTERS OF OUR LADY MISSION INC.** to execute the Tax Exemption Agreement without affixing the Corporate 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

This is only required to be filled out if **L'INSTITUT DE NOTRE-DAME DES MISSIONS** does not affix its seal to the agreement.

**AFFIDAVIT OF CORPORATE SIGNING AUTHORITY**

CANADA  
SASKATCHEWAN

I, \_\_\_\_\_ of Regina, Saskatchewan,  
Print Full Name of Signing Authority

MAKE OATH/AFFIRM AS FOLLOWS:

1. I am a Director or Officer of **L'INSTITUT DE NOTRE-DAME DES MISSIONS** named in the Tax Exemption Agreement to which this Affidavit is attached.
2. I am authorized by **L'INSTITUT DE NOTRE-DAME DES MISSIONS** to execute the Tax Exemption Agreement without affixing the Corporate 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

ABSTRACT

BYLAW NO. 2019-5

THE CONSERVATION OF HERITAGE PROPERTIES TAX EXEMPTION FOR  
CATHEDRAL COURTS, FORMERLY KNOWN AS SACRED HEART ACADEMY  
LOCATED AT 3225 13<sup>TH</sup> AVENUE BYLAW, 2019

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PURPOSE: To provide a heritage property tax exemption to the owners of property located at 3225 13<sup>th</sup> Avenue, Regina, SK.

ABSTRACT: The owners of the property located at 3225 13<sup>th</sup> Avenue will receive a heritage property tax exemption, which is governed by a tax exemption agreement between the parties.

STATUTORY AUTHORITY: Clause 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, November 6, 2018, FA18-22

AMENDS/REPEALS: N/A

CLASSIFICATION: Executory

INITIATING DIVISION: City Planning and Development

INITIATING DEPARTMENT: Development Services

**HERITAGE PROPERTIES  
TAX EXEMPTION AGREEMENT  
100-107, 201-206, 301-307, 401-409 3225 13<sup>th</sup> Avenue- Cathedral Courts – Units 1-30  
formerly known as Sacred Heart Academy**

Agreement dated Feb 1, 2019  
(City Clerk to put in date)

Between:

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

- and -

**ACADEMY HOUSING ASSOCIATION INC., ARCHIEPISCOPAL CORPORATION OF  
REGINA, ARTURO RUBALCAVA, BEATRIZ RUBALCAVA, SISTERS OF OUR LADY  
OF THE MISSIONS INC., SANDRA LYN NIXON, ALICE FRANCIS ROGAL, KAREN  
PATRICE KELLY, L'INSTITUT DE NOTRE-DAME DES MISSIONS, SHARON  
MARGARET BALDWIN, CRYSTAL ANNE BRADLEY, ROSE SCHUBERT  
(the "Owners")**

The Parties agree as follows:

**Definitions**

1 In this Agreement:

**"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;

**"Conservation Plan"** means the work on the Property as described in the chart and the Heritage Conservation Plan for Cathedral Courts attached as Schedule "A" and as determined by the Director to be eligible conservation plan items for consideration pursuant to the City's Heritage Building Rehabilitation Program;

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

**"education portion of the property taxes"** means the property taxes levied by the City pursuant to *The Education Property Tax Act* on behalf of the Government of Saskatchewan for the benefit of the Board of Education of the Regina School Division No. 4 and the Board of Education of the Regina Roman Catholic Separate School Division No. 81 of Saskatchewan;

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



**“Property”** means the real property located at 100-107, 201-206, 301-307, 401-409 3225 13<sup>th</sup> Ave, Regina, Saskatchewan Cathedral Courts and legally described as:

Units 1-30  
Condo Plan No. 91R09011 Ext. 5  
as described on Certificate of Title 93R53108

**“Site Review Report”** means a report prepared by a Conservation Consultant that includes the following:

- (a) photographs and a description of the inspected work in progress on the Property and materials delivered to the site;
- (b) confirmation that the work on the Property and materials used conform to the Conservation Plan and any related drawings and specifications.

**Authority**

2 The Owners represent and warrant to the City that:

- (a) they have the power, authority and capacity to enter into this Agreement and to carry out the respective obligations under this Agreement;
- (b) they have obtained all necessary approvals required to carry out the Conservation Plan with respect to the Property, including any approvals from the condominium corporation constituted with respect to the Property; and
- (c) the obligations under this Agreement do not conflict with any bylaws enacted by the condominium corporation constituted with respect to the Property or any agreements that exist between the unit owners and the condominium corporation.

**Tax Exemption**

3(1) Pursuant to clause 28(a) of *The Heritage Property Act*, and subject to the terms of this Agreement, the City shall exempt from taxation, or provide a partial exemption to the Property in an amount equal to the lesser of:

- (a) 50 percent of the actual cost incurred by, or on behalf of, the Owners in completing the Conservation Plan on the Property; or
- (b) an amount equivalent to the total property taxes on the Property payable for the years 2019 to 2028, inclusive.

- (1.1) Where the work to the Property is work to the common property of the condominium corporation, the City Assessor has the discretion to determine the amount of the exemption for each unit based on the proportionate share of the unit factors associated with the unit.
- (2) Notwithstanding subsection (1), where on an annual basis the exemption of the education portion of the property taxes for the parcel would be equal to \$25,000 or more, the exemption of the education portion of the property taxes is subject to the annual approval of the Government of Saskatchewan.
- (3) Where the Government of Saskatchewan does not approve of the exemption of the education portion of the property taxes or reduces the amount of the proposed exemption, the City shall reduce the exemption of the education portion of the property taxes in accordance with the Government of Saskatchewan's decision.
- (4) Where the exemption of the education portion of the property taxes is not approved or is reduced, the Owners will be required to pay the balance of the education portion of the property taxes and the City shall not be liable to the Owners for any amount of the tax exemption which would have otherwise been granted to the Owners.
- 4 Notwithstanding subsection 3(1) of this Agreement, the tax exemption may commence in 2020 and extend until 2029 at the sole discretion of the Director where there have been unanticipated construction delays.
- 5(1) If the Owners fail to commence the work in the Conservation Plan in accordance with this Agreement within two years after this Agreement is signed, this Agreement will be automatically terminated for all purposes, and the City will not be obligated to provide any tax exemption.
- (2) Notwithstanding sections 3 and 4 of this Agreement, the term of this Agreement shall not extend past December 31, 2029.

#### **Owner's Covenants**

6 The Owners agree that:

- (a) the Property will be used in accordance with this Agreement;
- (b) the Owners, to the City's satisfaction, as soon as reasonably possible after the issuance of any required permits, will commence work on the conservation of the Property in accordance with any required permits and the Conservation Plan and thereafter will diligently carry out such work until the Property is conserved in accordance with any required permits, the Conservation Plan and this Agreement;

- (c) notwithstanding any other provision, the Owners, to the City's satisfaction will fully complete the Conservation Plan by no later than ten years after the signing of this Agreement;
- (d) the Owners will ensure that at all times during the conservation, the Property is adequately secured, supported and otherwise protected in all respects from damage or injury of any kind;
- (e) the Owners will ensure that the Conservation Plan is carried out lawfully in all respects at all times, and without limitation to the generality of the foregoing, the Owners will ensure that, prior to commencement and during the Conservation Plan it has obtained and holds valid and unexpired permits for the work done on the Property;
- (f) the Owners shall, prior to carrying out the Conservation Plan, obtain and hold a Heritage Alteration Permit. The Owners shall submit an application for a Heritage Alteration Permit within 120 days of the date of this agreement and shall submit any schedules, reports, and drawings required as part of the application.
- (g) the Owners will retain a Conservation Consultant to prepare and supervise the preparation of the Conservation Plan, including without limitation, all necessary architectural drawings for and to supervise the planning and carrying out of the Conservation Plan, and the Owners will ensure that the Conservation Plan is prepared, planned and carried out in that way;
- (h) the Owners, in carrying out the Conservation Plan, will notify the City and obtain its explicit prior written approval from the Director for any deviation from or modification to the Conservation Plan;
- (i) on completion of the Conservation Plan, the Owners will deliver to the City a written report, prepared, signed and certified by the Conservation Consultant, showing that the work has been completed in accordance with the Conservation Plan, and upon issuance of verification by the Director that the Property has been completed to the City's satisfaction the Conservation Plan will be considered to be complete; and
- (j) the City may disclose the amount of property taxes (including special taxes, local improvement levies, utility charges, and any other such charges or fees added to the taxes) owing on any unit in the Property to any unit owner in the Property or to the condominium corporation constituted with respect to the Property for the purpose of ensuring that all property taxes are paid.

7 The Owners shall promptly:

- (a) notify the City of any occurrences which would, pursuant to this Agreement, discontinue or terminate the tax exemption;
- (b) provide the City Assessor with any information or documentation requested by the City Assessor to complete and check the assessment of the Property;
- (c) provide the Director with any information, documentation, or access to the Property requested by the Director to check the progress of construction for the purposes of this Agreement.

8 The Owners shall ensure that the Property retains its formal heritage designation as Municipal Heritage Property, in accordance with *The Heritage Property Act*.

9(1) Upon completion of an item of the Conservation Plan, the Owners shall submit to the Director:

- (a) a written report, prepared, signed and certified by the Conservation Consultant, to be submitted by September 30 of each year showing that the work item or items have been completed in accordance with the Conservation Plan and which aligns with itemized receipts made for actual costs incurred in the form of an itemized annual progress claim which corresponds with the eligible work items identified in the Conservation Plan and any related drawings and or specifications; and
- (b) a Site Review Report which corresponds with the payments outlined in clause (a) that is prepared by a Conservation Consultant to verify the receipts provided in the progress claim.

(2) If a work item that is submitted does not qualify as a Conservation Plan item, then it shall not be included for the purposes of calculating this tax exemption.

(3) The Director may request further documentation from the Owners and may independently gather estimates as to the Conservation Plan 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 the Conservation Plan.

(6) The tax exemption will not be granted unless and until the Director receives the documentation required by this section and has confirmed the authenticity of the same.

- (7) The Director will conclusively determine the cost of Conservation Plan items in Schedule "A" after he or she has viewed the estimates and received information pursuant to section 9.
- 10 Upon completion of the Conservation Plan, or portion thereof, the Director:
- (a) shall review the documentation submitted pursuant to section 9;
  - (b) may inspect the Property to confirm the completion of the Conservation Plan, or portion thereof; and
  - (c) shall certify the amount of the tax exemption to be conferred pursuant to this Agreement.
- 11 Once the Director has certified the amount(s) of the exemption to be granted to the Owner, the Director shall provide the particulars of the amount(s) to the City Assessor.
- 12(1) For 2019, the tax exemption shall only be applied where the Conservation Plan items or portion thereof is completed and submitted to the City prior to September 30, 2018 and shall be limited to 50 per cent of eligible expenditures.
- (2) For tax years after 2019, the Conservation Plan items or any portion thereof completed and submitted to the City by September 30 in each year shall be eligible for an exemption in the following years and shall be limited to 50 percent of eligible expenditures.

**Termination**

- 13(1) The tax exemption shall continue only for so long as the Owners comply with the terms of this Agreement.
- (2) Where the Owners have not complied with a term of the Agreement, the City may terminate the Agreement by notice to the Owners.
- 14(1) The tax exemption shall cease if:
- (a) the Owners become bankrupt or insolvent or is so adjudged;
  - (b) the Owners make a general assignment for the benefit of creditors;
  - (b) the improvements on the Property do not conform to all civic and provincial laws governing the construction and use of the improvements, including any permits, zoning bylaws, *The Uniform Building and Accessibility Standards Act* and *The Planning and Development Act, 2007*; or

- (d) there are outstanding taxes (including special taxes, local improvement levies, utility charges, and any other such charges or fees added to the taxes) owing on the Property which are not exempt.
- 15 If the City terminates the Agreement pursuant to section 13, or if the tax exemption ceases pursuant to section 14, the Property shall be taxable on a pro-rated basis for that portion of the year during which the exemption granted no longer continues.
- 16 The scope of the tax exemption, including calculation of any percentage or proportion and the determination of any use or cost, shall be conclusively determined by the City Assessor, subject to any statutory right of appeal against the assessment of the Property.
- 17 The amount of the assessment is subject to change in future years.
- 18 The tax exemption granted pursuant to this Agreement does not include special taxes, local improvement levies, utility charges, development fees or other such charges or fees properly imposed by the City or other taxing authority.
- 19 This Agreement will be void if there are outstanding taxes owing on the Property as of the date this Agreement is signed.

#### **Notices**

- 20(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 the following addresses:

Academy Housing Association Inc.  
1730 2002 Victoria Ave.  
Regina, SK  
S4P 0R7

Sharon Margaret Baldwin  
404-3225 13<sup>th</sup> Ave.  
Regina, SK  
S4T 1P5

Archiepiscopal Corporation of Regina  
100-3225 13<sup>th</sup> Avenue  
Regina, Sask.  
S4T 1P5

Rose Shubert and  
Crystal Anne Bradley  
402-3225 13<sup>th</sup> Ave.  
Regina, SK, S4T 1P5

Arturo and Beatriz Rubalcava  
203 – 3225 13<sup>th</sup> Ave.  
Regina, SK S4T 1P5

Sisters of Our Lady of the Missions Inc.  
393 Gaboury Place  
Winnipeg, Manitoba  
R2H0L5

Sandra Lyn Nixon  
307- 3225 13<sup>th</sup> Ave.  
Regina, SK S4T 1P5

Alice Francis Rogal  
304- 3225 13<sup>th</sup> Ave.  
Regina, SK S4T 1P5

Karen Patrice Kelly  
302- 3225 13<sup>th</sup> Ave.  
Regina, SK S4T 1P5

L'Institut de Notre-Dame des Missions  
393 Gaboury Place,  
Winnipeg, Manitoba  
R2H0L5

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.

**General**

- 21(1) The Owners release, indemnify and save harmless the City and all City personnel, from and against all liabilities, actions, statutory or other proceedings, judgements, investigations, claims, losses, loss of profit, damages, consequential damages, fines, penalties, costs and legal costs on a solicitor and own client basis:
- (a) which the City or any City personnel may suffer or incur, in the case of the indemnity contained herein; and

- (b) which the Owners or its directors, officers, employees, contractors, agents or licensees may suffer or incur, in the case of the release contained herein, in each case, arising out of or in any way connected with:
  - (i) this Agreement;
  - (ii) the City withholding any permits in respect of the Property, until the Owners have fully complied with all requirements of the City in this Agreement and otherwise applicable to the Property;
  - (iii) the issuance of any permit in respect of the Property;
  - (iv) any release of this Agreement or the loss of any of the rights granted under this Agreement; and/or
  - (v) the non-compliance, if any, of the Property with any City bylaw.
- (2) The releases and indemnities set out in subsection (1) shall survive the expiration or earlier termination of this Agreement and shall survive any modification, release or partial release of any of the covenants created by this Agreement.

#### **Waiver**

- 22 The Owners acknowledge and agree that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver nor will any single or partial exercise by the City of any right under this Agreement preclude any other future exercise of any right. The remedies provided for in this Agreement will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City will be deemed to be in addition to and not, except as expressly stated, restrictive of the remedies of the City at law or in equity.
- 23 Time shall be of the essence in the performance of the Parties' respective obligations.

#### **Enforcement**

- 24 In any action to enforce this Agreement the City shall be entitled to court costs on a solicitor and own client basis. In addition to any other rights the City may have pursuant to this Agreement or at law or in equity, the City may enforce this agreement by mandatory and prohibitory injunctions.

#### **Enurement**


- 25 This Agreement shall enure to the benefit of and be binding upon the Owners and its successors and trustees and this Agreement shall charge and run with the Property and shall enure to the benefit of and be binding upon the Owner's successors in title and their respective trustees and successors in title and all parties claiming through such owners.



- 26(1) This Agreement may be amended by written agreement between the Parties.
- (2) For the purposes of subsection (1), the Executive Director may authorize any amendments to the Agreement on behalf of the City.
- 27 If this Agreement or any part of it is found to be invalid or ultra vires of the Regina City Council, then the City shall not be liable to the Owners for any amount of the invalid or unlawful exemption which would otherwise have been granted to the Owners.
- 28 This Agreement shall not become effective until adopted by bylaw of City Council of the City and fully executed by the parties to the Agreement.
- 29 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.
- 30 The parties agree that the Agreement may be transmitted by facsimile, email or such similar device and that the reproduction of signatures by facsimile or such other device will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signatures.

The City of Regina

Per:

  
The City Clerk



{seal} Date:

FEB 01 2019

The Owners

Academy Housing Corporation Inc.

Per:

  
Authorized Signing Officer

TREASURIER



{seal} Date:

Date:

Dec 8<sup>th</sup>, 2018

\* If the corporate seal of the corporation is not affixed, then the Authorized Signing Officer must fill out and execute an Affidavit of Corporate Signing Authority in the form attached to this Agreement. If there is more than one Authorized Signing Officer who must execute this Agreement, then make copies of the attached form.

Academy Housing Association Inc. signs on behalf of Theresa Hochban, 104, 3225 13<sup>th</sup> Ave. Regina SK. For Unit 7, Plan 91R09011, Theresa Hochban occupying Unit 7 as a Life Lease holder under a July 6<sup>th</sup> 2,010 Occupancy Agreement which includes an obligation to pay Taxes. Proof of payment of the 2018 taxes by Theresa Hochban to the City is available.

Academy Housing Association Inc.

Per:

*DMS*  
*ROV*



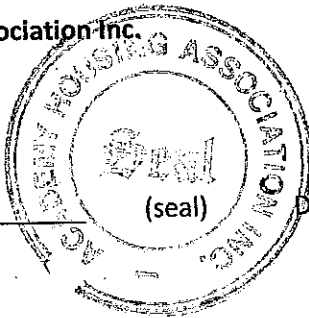
Date: Dec 21 2015

Academy Housing Association Inc. signs on behalf of Sisters of Charity of St. Louis of Calgary for Unit 17 Plan 91R09011, the Order in process of considering converting to Title. See attached excerpt from SHC search which includes Calgary address. Proof of payment of the 2018 taxes by the order to the City is available.

Academy Housing Association Inc.

Per:

*DMS*  
*ROV*



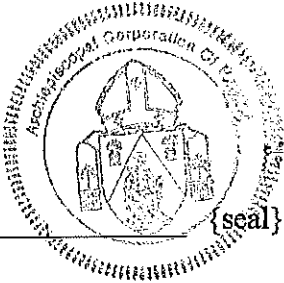
Date: Dec 7 2018

Sisters of Our Lady of the Missions Inc. signs as owner of Units 12, 13 and 28, Plan 91R09011, L'Institut De Notre-Dame Des Missions having changed its name by legal process to Sisters of Our Lady of the Missions Inc.

Add to list of owners Sharon Margaret Baldwin 404 3225 13<sup>th</sup> Ave. Regina Sk. and Rose Shubert 402 3225 13<sup>th</sup> Ave. Regina Sk.



**Archiepiscopal Corporation of Regina**



Per: [Signature]  
Authorized Signing Officer

{seal}\* Date: December 8, 2018

\* If the corporate seal of the corporation is not affixed, then the Authorized Signing Officer must fill out and execute an Affidavit of Corporate Signing Authority in the form attached to this Agreement. If there is more than one Authorized Signing Officer who must execute this Agreement, then make copies of the attached form.

**Sisters of Our Lady of the Missions Inc.**

Per: \_\_\_\_\_ {seal}\* Date: \_\_\_\_\_  
Authorized Signing Officer

\* If the corporate seal of the corporation is not affixed, then the Authorized Signing Officer must fill out and execute an Affidavit of Corporate Signing Authority in the form attached to this Agreement. If there is more than one Authorized Signing Officer who must execute this Agreement, then make copies of the attached form.

**L'Institut De Notre-Dame des Missions**

Per: \_\_\_\_\_ {seal}\* Date: \_\_\_\_\_  
Authorized Signing Officer

\* If the corporate seal of the corporation is not affixed, then the Authorized Signing Officer must fill out and execute an Affidavit of Corporate Signing Authority in the form attached to this Agreement. If there is more than one Authorized Signing Officer who must execute this Agreement, then make copies of the attached form.

[Signature]  
Arturo Rubalcava

[Signature]  
Witness

Date: Dec. 12, 2018

[Signature]  
Beatriz Rubalcava

[Signature]  
Witness

Date: December 12, 2018

Sandra Lyn Nixon

Witness

Date: \_\_\_\_\_

Alice Francis Rogal  
Alice Francis Rogal

Beatriz Rojas  
Witness

Date: DEC 17, 2018

K. Patrice Kelly  
Karen Patrice Kelly

Beatriz Rojas  
Witness

Date: Dec 13/18

Sharon M. Baldwin  
Sharon Margaret Baldwin

Beatriz Rojas  
Witness

Date: Dec 17, 2018

CBradley  
Crystal Anne Bradley

[Signature]  
Witness

Date: DEC 18, 2018

CBradley (POA)  
Rose Schubert

[Signature]  
Witness

Date: Dec 18, 2018

Affidavits of execution from witnesses are required for each owner (that is not a corporate entity) that is signing this agreement. An affidavit of corporate signing authority is required for any corporate entity signing this agreement who does not affix its seal.

**AFFIDAVIT OF EXECUTION**

CANADA )  
PROVINCE OF SASKATCHEWAN )

I, Arbely Rubalcava, of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see **ARTURO RUBALCAVA** 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 Dec 12, 2018, (date), and that I am the subscribing witness thereto;
- 3 I know **ARTURO RUBALCAVA** and he/ she is in my belief the full age of eighteen years.

SWORN BEFORE ME at )  
Regina, Saskatchewan, )  
on Dec 20<sup>th</sup> 2018 )  
[Signature] )

Arbely Rubalcava  
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 **ARTURO RUBALCAVA** sign the tax exemption agreement.*

**AFFIDAVIT OF EXECUTION**

CANADA )  
PROVINCE OF SASKATCHEWAN )

I, Arbely Rubalcava, of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see **BEATRIZ RUBALCAVA** 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 Dec 12 2018, (date), and that I am the subscribing witness thereto;
- 3 I know **BEATRIZ RUBALCAVA** and he/ she is in my belief the full age of eighteen years.

SWORN BEFORE ME at )  
Regina, Saskatchewan, )  
on December 20<sup>th</sup> 2018. )  
\_\_\_\_\_ )  
\_\_\_\_\_ )

Arbely Rubalcava  
Signature of Witness

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

*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 **BEATRIZ RUBALCAVA** sign the tax exemption agreement.*

**AFFIDAVIT OF EXECUTION**

CANADA )  
PROVINCE OF SASKATCHEWAN )


I, Shirley Fieldgate of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see **SANDRA LYN NIXON** 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 Dec 17, 2018 (date), and that I am the subscribing witness thereto;
- 3 I know **SANDRA LYN NIXON** and he/ she is in my belief the full age of eighteen years.

SWORN BEFORE ME at )  
Regina, Saskatchewan, )  
on December 20, 2018 201 . )

 )  
)

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

 My Commission expires \_\_\_\_\_

Shirley Fieldgate  
Signature of Witness

*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 SANDRA LYN NIXON sign the tax exemption agreement.*



**AFFIDAVIT OF EXECUTION**

CANADA )  
PROVINCE OF SASKATCHEWAN )

I, Beatriz Rojas, of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see **ALICE FRANCIS ROGAL** 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 December 17, 2018 (date), and that I am the subscribing witness thereto;
- 3 I know **ALICE FRANCIS ROGAL** and he/ she is in my belief the full age of eighteen years.

SWORN BEFORE ME at )  
Regina, Saskatchewan, )  
on December 20 2018 )

[Signature] )

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

\* My Commission expires \_\_\_\_\_

[Signature]  
Signature of Witness

*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 ALICE FRANCIS ROGAL sign the tax exemption agreement.*

**AFFIDAVIT OF EXECUTION**

CANADA )  
PROVINCE OF SASKATCHEWAN )

I, Beatriz Rojo, of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see **KAREN PATRICE KELLY** 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 Dec 18 2018, (date), and that I am the subscribing witness thereto;
- 3 I know **KAREN PATRICE KELLY** and he/ she is in my belief the full age of eighteen years.

SWORN BEFORE ME at )  
Regina, Saskatchewan, )  
on December 20 2018 )

[Signature] )  
A COMMISSIONER FOR OATHS in )  
and for the Province of Saskatchewan OR )  
Being a Solicitor. )

~~My Commission expires \_\_\_\_\_~~

[Signature]  
Signature of Witness

*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 **KAREN PATRICE KELLY** sign the tax exemption agreement.*

**AFFIDAVIT OF EXECUTION**

CANADA )  
PROVINCE OF SASKATCHEWAN )

I, Beatriz Rojo, of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see **SHARON MARGARET BALDWIN** 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 December 17, 2018 (date), and that I am the subscribing witness thereto;
- 3 I know **SHARON MARGARET BALDWIN** and he/ she is in my belief the full age of eighteen years.

SWORN BEFORE ME at )  
Regina, Saskatchewan, )  
on December 20 2018 )  
 )  
 )  
 )

[Signature]  
A COMMISSIONER FOR OATHS in  
and for the Province of Saskatchewan OR  
Being a Solicitor.

\* My Commission expires \_\_\_\_\_

[Signature]  
Signature of Witness

*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 **SHARON MARGARET BALDWIN** sign the tax exemption agreement.*

**AFFIDAVIT OF EXECUTION**

CANADA )  
PROVINCE OF SASKATCHEWAN )

I, Arturo Rubalcava, of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see **CRYSTAL ANNE BRADLEY** 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 December 18, 2018, (date), and that I am the subscribing witness thereto;
- 3 I know **CRYSTAL ANNE BRADLEY** and he/ she is in my belief the full age of eighteen years.

SWORN BEFORE ME at )  
Regina, Saskatchewan, )  
on December 20 2018 )

[Signature] )  
A COMMISSIONER FOR OATHS in )  
and for the Province of Saskatchewan OR )  
Being a Solicitor. )

~~My Commission expires~~ \_\_\_\_\_

[Signature]  
Signature of Witness

*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 **CRYSTAL ANNE BRADLEY** sign the tax exemption agreement.*

**AFFIDAVIT OF EXECUTION**

CANADA )  
PROVINCE OF SASKATCHEWAN )

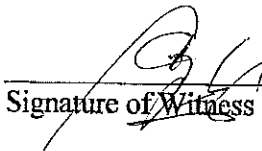
I, Arturo Rubalcava, of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see **ROSE SCHUBERT** 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 December 18, 2018, (date), and that I am the subscribing witness thereto;
- 3 I know **ROSE SCHUBERT** and he/ she is in my belief the full age of eighteen years.

SWORN BEFORE ME at )  
Regina, Saskatchewan, )  
on December 20 2018 )  
)  
)  
)  
)

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

My Commission expires \_\_\_\_\_

  
\_\_\_\_\_  
Signature of Witness

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

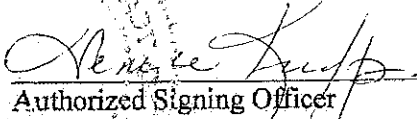
*This document needs to be filled out by the person who witnesses **ROSE SCHUBERT** sign the tax exemption agreement.*

**Archiepiscopal Corporation of Regina**

Per: \_\_\_\_\_ {seal}\* Date: \_\_\_\_\_  
Authorized Signing Officer

\* If the corporate seal of the corporation is not affixed, then the Authorized Signing Officer must fill out and execute an Affidavit of Corporate Signing Authority in the form attached to this Agreement. If there is more than one Authorized Signing Officer who must execute this Agreement, then make copies of the attached form.

**Sisters of Our Lady of the Missions Inc.**

Per:  \_\_\_\_\_ {seal}\* Date: December 6, 2018  
Authorized Signing Officer

\* If the corporate seal of the corporation is not affixed, then the Authorized Signing Officer must fill out and execute an Affidavit of Corporate Signing Authority in the form attached to this Agreement. If there is more than one Authorized Signing Officer who must execute this Agreement, then make copies of the attached form.

**L'Institut De Notre-Dame des Missions**

Per: \_\_\_\_\_ {seal}\* Date: \_\_\_\_\_  
Authorized Signing Officer

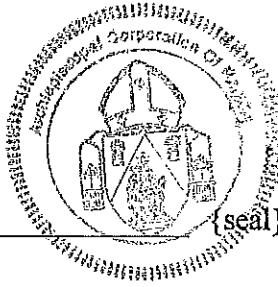
\* If the corporate seal of the corporation is not affixed, then the Authorized Signing Officer must fill out and execute an Affidavit of Corporate Signing Authority in the form attached to this Agreement. If there is more than one Authorized Signing Officer who must execute this Agreement, then make copies of the attached form.

\_\_\_\_\_  
Arturo Rubalcava                      Witness                      Date: \_\_\_\_\_

\_\_\_\_\_  
Beatriz Rubalcava                      Witness                      Date: \_\_\_\_\_



**Archiepiscopal Corporation of Regina**



Per: [Signature]  
Authorized Signing Officer

{seal}\* Date: December 8, 2018

\* If the corporate seal of the corporation is not affixed, then the Authorized Signing Officer must fill out and execute an Affidavit of Corporate Signing Authority in the form attached to this Agreement. If there is more than one Authorized Signing Officer who must execute this Agreement, then make copies of the attached form.

**Sisters of Our Lady of the Missions Inc.**

Per: \_\_\_\_\_ {seal}\* Date: \_\_\_\_\_  
Authorized Signing Officer

\* If the corporate seal of the corporation is not affixed, then the Authorized Signing Officer must fill out and execute an Affidavit of Corporate Signing Authority in the form attached to this Agreement. If there is more than one Authorized Signing Officer who must execute this Agreement, then make copies of the attached form.

**L'Institut De Notre-Dame des Missions**

Per: \_\_\_\_\_ {seal}\* Date: \_\_\_\_\_  
Authorized Signing Officer

\* If the corporate seal of the corporation is not affixed, then the Authorized Signing Officer must fill out and execute an Affidavit of Corporate Signing Authority in the form attached to this Agreement. If there is more than one Authorized Signing Officer who must execute this Agreement, then make copies of the attached form.

[Signature]  
Arturo Rubalcava

[Signature]  
Witness

Date: Dec. 12, 2018

[Signature]  
Beatriz Rubalcava

[Signature]  
Witness

Date: December 12, 2018



Sandi Nixon Shirley Liddgate Date: Dec 17/18  
Sandra Lyn Nixon Witness

\_\_\_\_\_  
Alice Francis Rogal Witness Date: \_\_\_\_\_

\_\_\_\_\_  
Karen Patrice Kelly Witness Date: \_\_\_\_\_

\_\_\_\_\_  
Sharon Margaret Baldwin Witness Date: \_\_\_\_\_

\_\_\_\_\_  
Crystal Anne Bradley Witness Date: \_\_\_\_\_

\_\_\_\_\_  
Rose Schubert Witness Date: \_\_\_\_\_

**SCHEDULE "A"**

<p align="center"><b>CONSERVATION PLAN ITEMS</b>  <b>Units 1-30 – Condo Plan 91R09011 Ext. 5 - 3225 13<sup>th</sup> Avenue – Cathedral Courts formerly known as Sacred Heart Academy</b></p>	<p align="center"><b>ESTIMATED COST</b></p>
<p>The conservation plan items, as described in the Heritage Conservation Plan for Cathedral Courts as attached below, consist of removal of interior trees and foundation site work to prevent water infiltration through the foundation wall which will preserve the foundation and assist with structural stabilization; repair of wood windows to conserve the exterior character defining element; repair of chimney including new liner and repair to brick and mortar; masonry repointing and stone repairs including repair of stone lintels and sills; repair and/or replacement of cornice; and replacement of select slate roofing tiles.</p> <p>Eligible costs will also include the cost of retaining professional architectural or engineering services.</p>	
<p align="right"><b>TOTAL ESTIMATE OF ELIGIBLE COSTS</b></p>	<p align="right"><b>\$1,267,572.48</b></p>

The Conservation Plan follows this page as Appendix "A".



## Appendix "A"



# CATHEDRAL COURTS

Conservation Report  
2018-04-05



**SEPW** Architecture Inc.



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### 1. Project Background and Objectives

The following Conservation Plan for the Cathedral Courts building, located at 3225 13<sup>th</sup> Avenue in the City of Regina has been prepared for Academy Housing by SEPW Architecture with the sub-consultant KGS for structural items.

It is the intent of Academy Housing to make an application to the City of Regina for a Heritage Incentive Grant. SEPW has been retained to provide information required to make the grant application. This includes outline drawings and specifications for the masonry work. The intent is that SEPW will also oversee the implantation of the work by the contractors involved.

At the time of writing of this plan, work to be included in the Heritage Incentive Grant application is to undertake repairs to the following:

- selective masonry repointing and repairs at the lower level of the building for approximately 2.3 metres above grade and at the top of the main entrance stairs at the entrance,



## Cathedral Courts Conservation Plan

2018-03-30

- repair of cracked stone lintels and broken sills that have been damaged by building settlement, weather or other factors,
- cornice repairs where damage has occurred to the profiled metal cladding,
- repointing of the chimney (included as a separate cost item and to be verified)
- associated site work related to mitigating deterioration of the masonry facades.

Other items that Academy Housing is intending to address, include the following:

- issues with frost and condensation at windows that have enclosed by the interior layout
- Re-painting of elements on west façade of the building and elsewhere on the building where needed
- installation of paving stones at the east side of the building (coordinated by owner)
- replacement of fluorescent lighting in hallways with new LED fixtures (coordinated by owner)
- replacement of emergency lighting with new LED fixtures (coordinated by owner)

Additional work, as recommended within this report, for improvements to the envelope that will have an impact on mitigating potential water infiltration into the building through the roof include:

- replacement of the slate roof on the Mansard roof portion of the building
- replacement of the asphalt shingle roofing on dormers
- replacement of associated flashing, underlayment and metal trim
- replacement of the low-sloped roof above the Mansard level

## 2. Documents Provided

We have received documentation from Academy Housing and the City of Regina for the purposes of this conservation plan. This documentation includes:

- Assorted drawings and specification book from 1924 addition by Puntin Architect
- Drawing set for renovations to convert into apartments from 1990 by Architects In Association
- Heritage Assessment from 1990 and breakdown of costs

## 3. Context & Heritage Significance

The Statement of Significance copied below is from the Canadian Register of Historic Places.

### ***“DESCRIPTION OF HISTORIC PLACE***

*3225 – 13th Avenue is a Municipal Heritage Property occupying one city block located in the City of Regina. Situated at the south-west corner of 13th Avenue and Garnet Street, the property formerly known as Sacred Heart Academy was built in phases between 1910-1925 and is now known as Cathedral Court Condominiums. It is comprised of a 2 ½-storey, red brick structure, and is defined by a mansard roof.*

## HERITAGE VALUE

*The heritage value of 3225-13th Avenue, formerly known as Sacred Heart Academy, is associated with its role as an important Catholic educational facility in the City of Regina. Founded in 1905 by the Sisters of Our Lady of the Missions, the academy moved to this location in 1910 and served as a boarding school for girls until its closure in 1969. The facility expanded twice during this period and became affiliated with the University of Saskatchewan in 1924. From 1924 until the 1926 opening of Sacred Heart College on Albert Street, Sacred Heart Academy was able to offer second-year, university arts classes in addition to the kindergarten to grade twelve instruction that it already provided. In addition to classrooms and dormitories for the Sisters and students, the academy featured music rooms, art rooms, chapel and a gymnasium which allowed for year round physical education. Though elementary school instruction was discontinued in the 1930s, Sacred Heart Academy remained a prominent source of secondary level education until its closure.*

*The heritage value of 3225-13th Avenue is also associated with its architecture. Characteristic of institutional buildings in western Canada affiliated with the Catholic Church, the design of Sacred Heart Academy is dominated by a mansard roof, and displays Classically inspired detailing. Built in three sections that date from 1910, 1914 and 1924, the structure is united by the continuity of the slate mansard roof, similar materials, and the Classical detailing. Part of the 1914 extension contains the building's front entrance which is marked by a portico with classical supports. The highlight of the 1924 addition, designed by J.H. Puntin, remains the chapel with its Georgian-style interior incorporating a coffered, barrel vaulted ceiling, curved balustrades and period stained glass windows imported from France. Enclosed porches with panel detailing terminate the east end of the original building, and the structure's west end. The property's broad front lawn, mature landscaping and wrought iron fence create an attractive setting for the former academy.*

*Source: City of Regina Bylaw No. 9110*

## CHARACTER DEFINING ELEMENTS

*The heritage value of 3225-13th Avenue resides in the following character-defining elements:*

- those elements that recall the property's historic use as a Catholic academic institution, such as the cross that tops the buildings frontispiece; the chapel with Georgian style interior, plaster barrel vaulted and coffered ceiling, curved balustrades and choir loft;*
- those elements which contribute to its architectural significance, including its 2 ½-storey, 'L' shape plan;*
- slate mansard roof with gable roof dormer windows;*
- red brick exterior with rough-dressed sandstone and Tyndall Stone sills and lintels and detailing;*
- Classical-inspired detailing, such as the sheet metal, block modillion cornice, and pedimented frontispiece, Tuscan columned portico, and a Doric frieze with triglyph ornament; stained glass chapel windows framed within a Palladian style arrangement;*
- enclosed end porches with panelled detailing; front entrance with wooden double doors, single-pane glazing and a multi-pane transom light;*
- landscape elements such as broad front lawn with mature plantings and wrought iron fence"*



Figure 1 North main entrance portion circa 1914 illustrating classic detailing and mansard roof



Figure 2 West elevation of the building circa 1924. Chapel can be seen to far right



Figure 3 – North façade along 13<sup>th</sup> Avenue showing line of mature spruce. 1909 portion on left side of photo.

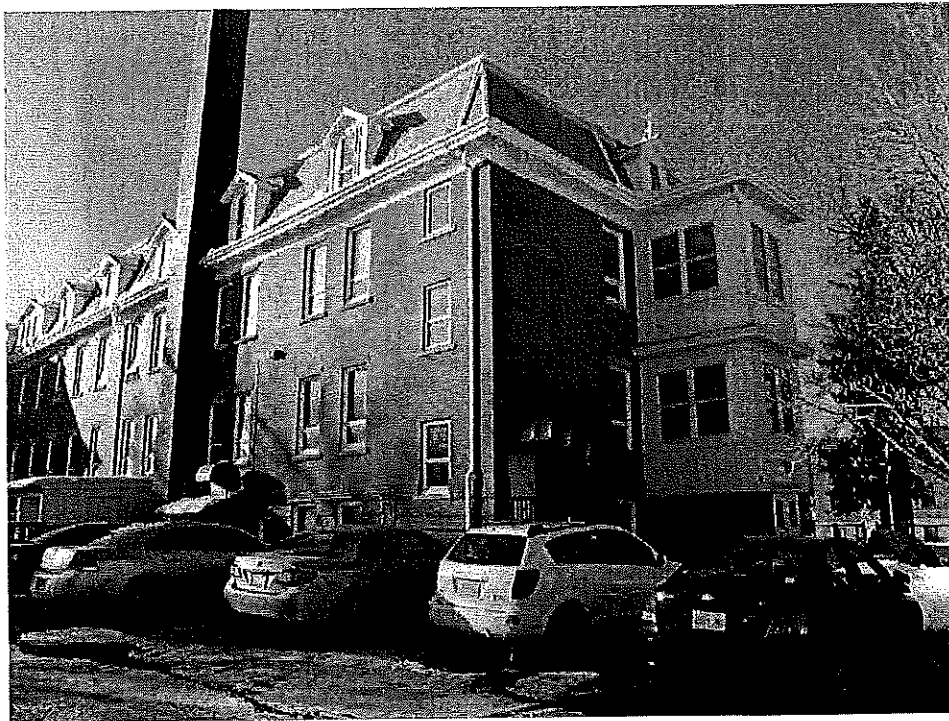


Figure 4 – South facade. 1909 portion



Figure 5 – South façade. 1924 portion – chapel with arched windows



Figure 5 – East façade. 1909 portion. Showing enclosed porch at this end

We should add the heritage defining characteristics of this building, the tooled mortar joint profile. Although this is a small thing it has a impact on the appearance of any repointing work, or repair work to the masonry wall. The original mortar joints on the building are tooled using a slightly "weathered" joint. This type of mortar joint leaves a slight recess at the top of the joint then slopes slightly outward to meet the top edge of the brick below the joint. It was also noted that the mortar joints of the 1909 and 1914 portions of the building are slightly narrower than typical modern joints are.

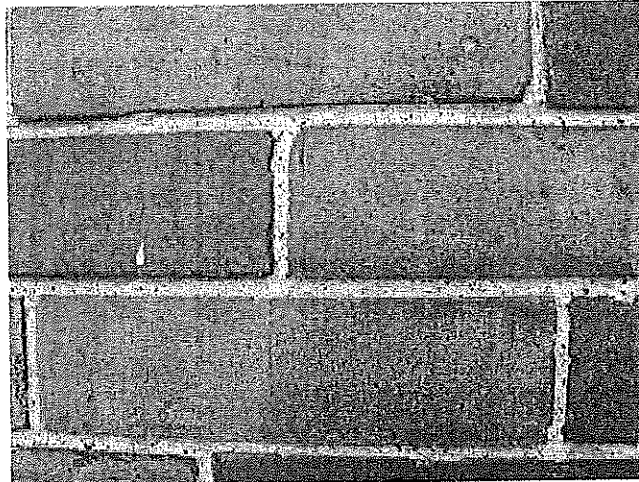


Figure 5a – "Weathered" mortar joint on east wall of 1909 portion.

## 4. Observations

### 4.1. Site in General

The site is generally flat with large spruce trees in the front lawn area. The building is set back about 58 feet from the north property line along 13<sup>th</sup> Avenue and about 30 feet from Athol Street. There is hard landscape surfacing on the east and south sides of the building. There are numerous large spruce trees in the front yard. A few are very close to the building. Large trees like this, in close proximity to the building can negatively impact the stability of the foundations by drawing moisture out of the soils. These trees are also causing the grade to slope back towards the building, creating an undesirable condition especially considering that the exposed brick masonry on the building carries right down to grade. Additionally, they drop needles and cones onto the roof that can plug drainage paths. They can also provide easy access for pests, such as squirrels, to gain access onto the roof and potentially get inside the attic or soffit areas.

There does not appear to be any storm drainage off the site, apart from surface drainage. Due to the flat nature of the site it may be beneficial to add some storm drainage within the front of the site (north side) so that water can be collected and drained off the site. This could also be

beneficial on the south side of the site, as there does not appear to be anywhere for water to drain away from the building.

There is an area at the west end of the north façade that has had loose stone material installed adjacent to the building. We believe this was done in conjunction with some re-grading to slope the ground away from the face of the building. We were not able to observe the condition of the wall below this rock due to the ground being frozen.

Hard surfacing and lack of positive grading along the south side of the building is contributing to wetting of the bricks through splashing of rain and melting snow, and wicking up of moisture into the brick masonry wall, evidenced by the staining pattern below windows on this façade.

We believe the foundations of the building are masonry, however this was not verified through any destructive testing. The 1924 addition specification notes that the foundation walls are to be constructed of brick masonry, parged on the exterior and coated with bituminous dampproofing. This appears to be substantiated by visual observations at the northwest corner of the building where the parged foundation is visible and there is evidence of brick carrying below the grade level.

The 1990 renovation drawings show a new weeping tile system installed on the inside of the foundation footing throughout the basement.



Figure 6 – Aerial image from Google Earth

#### **4.2. Brick Masonry Above Grade**

Our review and assessment of the masonry has focussed on the lower portion of the wall up to approximately 2.3m above grade. This coincides with the height of the rusticated brick work on

## Cathedral Courts Conservation Plan

2018-03-30

the lower portion of the wall. On the 1924 portion of the building this terminates at a dressed Tyndall Stone belt course. On the remainder of the building this terminates at double projecting brick courses. In general this area of the wall has experienced deterioration due to weathering, rising damp, movement, and moisture from deteriorated mortar joints at the top, projecting brick courses.

The bottom of the exposed face brick on the building generally coincides with the finish grade level around all sides of the building. Above the rusticated lower level, based on our visual observations while on site, the brick masonry appears to be in fairly good condition, with the exception of the brick on the large chimney on the south side of the building.

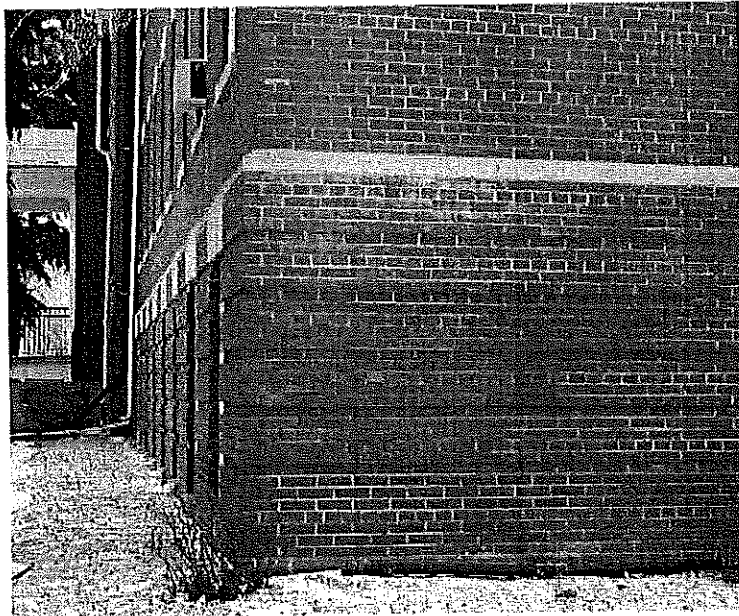


Figure 7 – Rusticated brick masonry on the 1924 portion with sloped Tyndall Stone belt course





Figure 8 – double projecting brick courses at top of rustication on 1909 and 1914 portions

## North Façade

At some point in the past all except one of the brick arches of the lower windows of the 1909 portion was replaced with running bond brick supported on a steel lintel. There is still one arched brick opening just to the east of the main entrance projection. The brick arches still exist west of the main entrance on the 1914 portion.

Mortar has been replaced at some time in the past at various locations along this façade, generally along the lower bands of rustication. Currently, the mortar joints on this façade have quite a bit of deterioration. Conditions observed include:

- Weathered vertical joints, especially along the top two stepped brick courses
- Deteriorated joints with a high degree of weathering both horizontal and vertical
- Localized areas of missing horizontal and vertical joints
- Very soft mortar (powder) localized in areas west of the main entrance
- Localized areas at the west end of the facade that has been previously raked out but mortar not replaced (appear to have been ground out as some damaged bricks noticed)
- Staining of brick between windows below stepped brick courses



Figure 9 — running bond on steel lintels (replaced brick arch lintel)

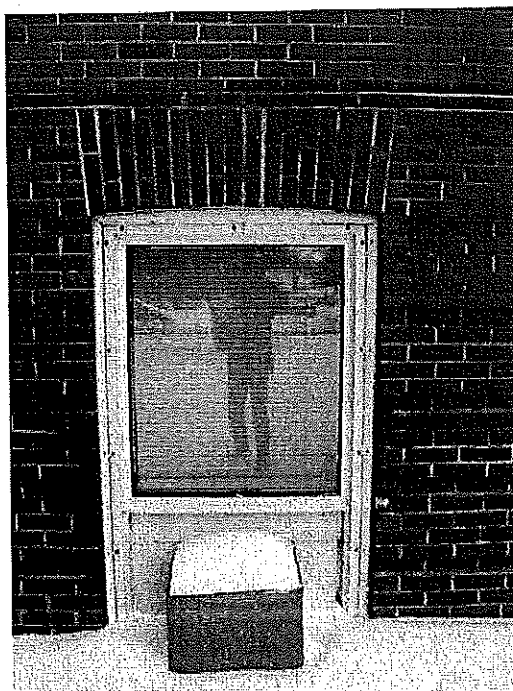


Figure 10 — remaining brick arch lintel on 1909 portion



Figure 11 – Area of 1914 portion with deteriorated mortar joints



Figure 12 – Area of 1914 portion with deteriorated mortar joints (note dark staining at stepped bricks)

Note the headers in bond courses (below), typical in the 1924 portion but not in the 1909 or 1914 portions of the building (above). The 1909 and 1914 portions will likely rely on metal brick ties to

bond the face brick to the back up wall. The condition of the brick ties should be reviewed when the opportunity presents itself to determine if any remedial work needs to be done.

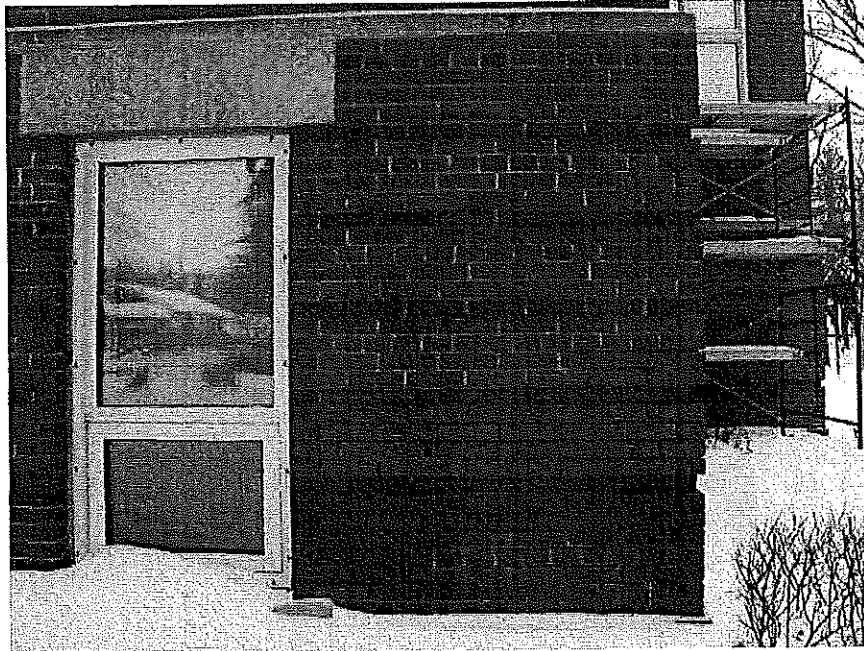


Figure 13 – Area of 1924 portion with raked out mortar joints

There are areas around the main entrance on the North side of the building where the brick has broken and fallen out, likely due to the differential movement between the stair structure and the masonry wall. Some areas of brick appear to have been replaced at some time in the past, such as at the west side of the stair, possibly when the ramp was installed. The pilasters on the east side of the stair are damaged. The small pedestals at the bottom of the stair need repointing below the stone cap.



Figure 14 – Damaged masonry at both sides of the main entrance doors at top of stairs



Figure 15 (left) – West side of stair – similar damage at landing both sides of main entrance  
Figure 16 (right) – East side of stair – bricks missing on pilaster of main entrance

## West Façade

The mortar joints on the West façade were found to be weathered to varying degrees. Some areas, such as around the southwest corner were in fairly good condition.

Conditions observed include:

- Mortar in some areas was in fairly good condition
- Localized areas of missing horizontal and vertical joints
- Areas where up to 50% of the mortar requires repointing due to weathering

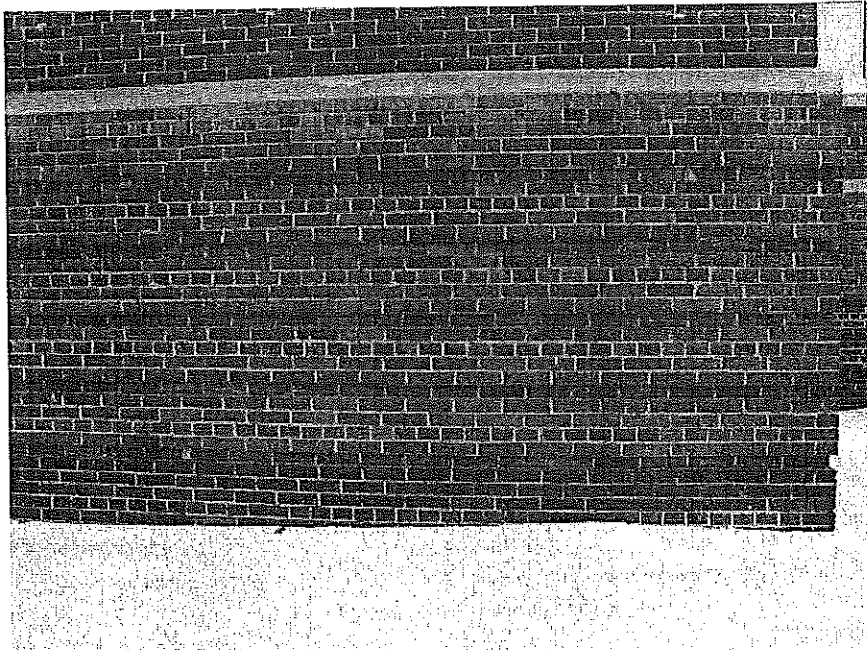


Figure 17— Southwest corner of West façade – generally in good condition

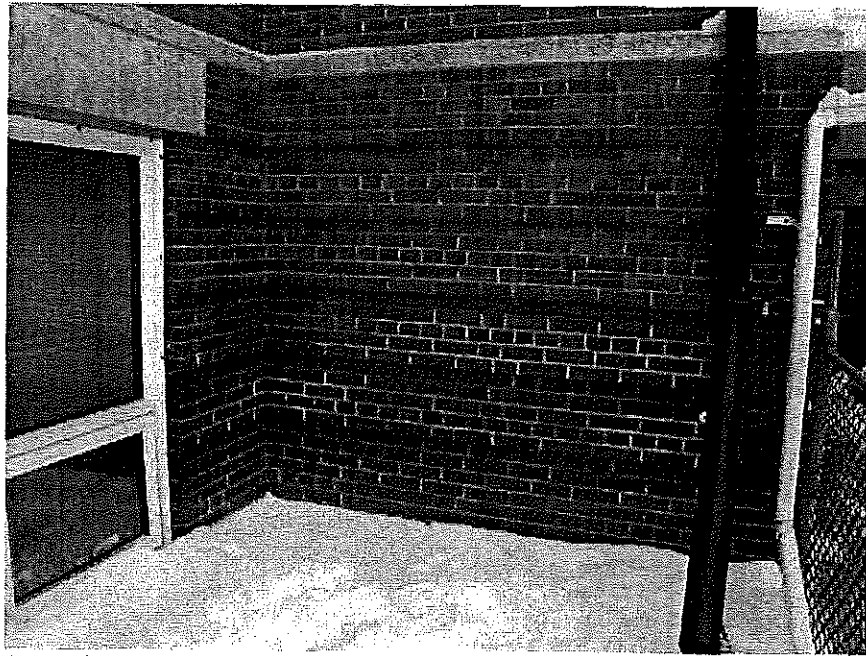


Figure 18 – Southwest corner of West façade – areas where more deterioration was noticed

## South Façade

The South façade varies in condition. The area right around the west where the building begins to step back is in a similar condition as the west porch and surrounding faces. Where the building extends south (the 'L' shape created by the chapel) there is an area where the lower portion of the wall has had the masonry completely replaced at some point in the past. The bricks used in this area are more modern bricks, with harder Portland cement mortar used in the masonry. No header, bond course has been installed, rather all brick are laid in a running bond pattern. A vertical crack has appeared through the brick masonry below one of the arched windows. The vertical crack is likely caused by expansion and contraction of the harder masonry without any built in control joints. We do not know the reason why the masonry was replaced in this area of the wall.

The area bounded by the courtyard on the South, at the 1914 and 1909 portions of the building, appears to have a hard surface built right up to the building. There was noticeable splash up on windows at this location, and the brick was wet at the lower level, wicking moisture up from the ground. It should also be noted that the eaves of the cornice in this location are in poor condition, allowing water to drip off of the roof from three storeys above.

Generally, however, the mortar along the south façade appeared to be in fairly good condition. Likely due to the drying out nature of the south exposure towards the sun. The east façade of the chapel that is exposed to this courtyard is also in fairly good condition.

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The vertical joints of the stepped upper two courses of brick of the rusticated masonry are severely weathered in many areas.

Conditions observed include:

- Mortar in most areas was in fairly good condition
- Localized areas of missing horizontal and vertical joints
- Vertical crack through brick and mortar in area where modern bricks and Portland mortar were used
- Areas where brick is stained due to wicking up moisture from ground level
- There are areas of the upper wall that have experienced on-going wetting due to failure of the cornice drainage system and ice build-up caused by heat loss through the envelope

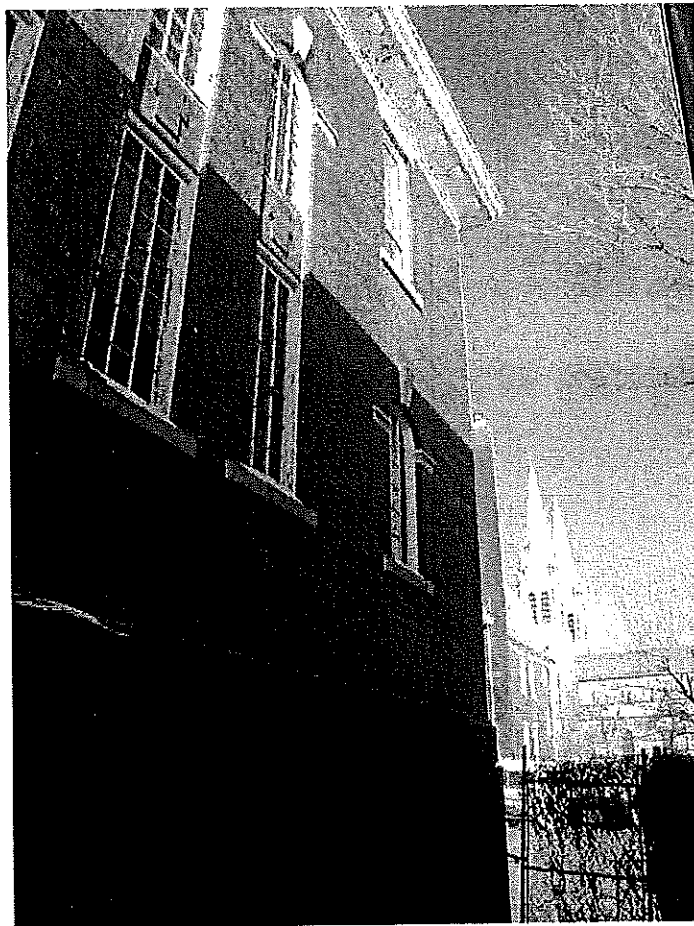


Figure 19 – South face of the Chapel – note area of running bond where modern brick and mortar were used



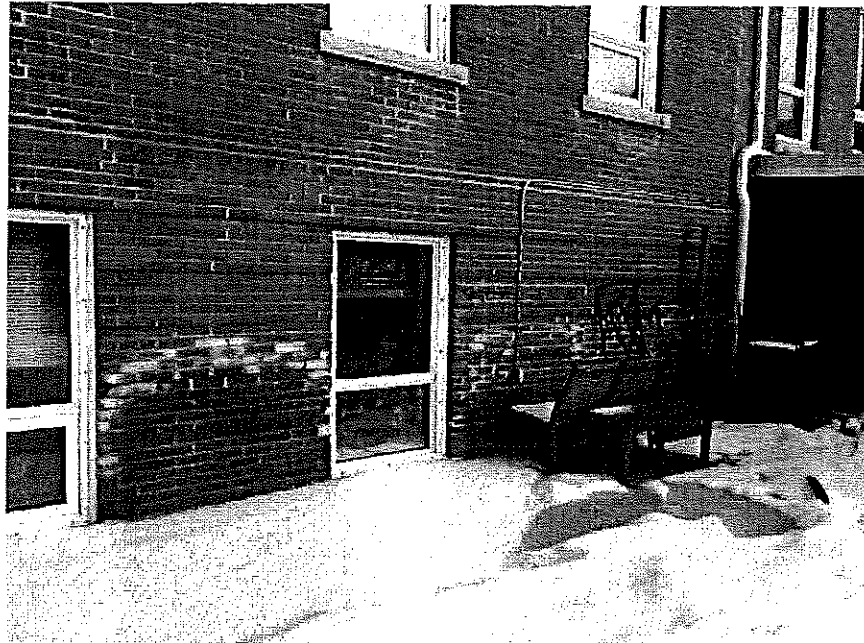


Figure 20 – South façade where wicking up of moisture is evidenced by the efflorescence on the bricks



Figure 21 – South façade – note running bond above windows where original brick arches have been replaced

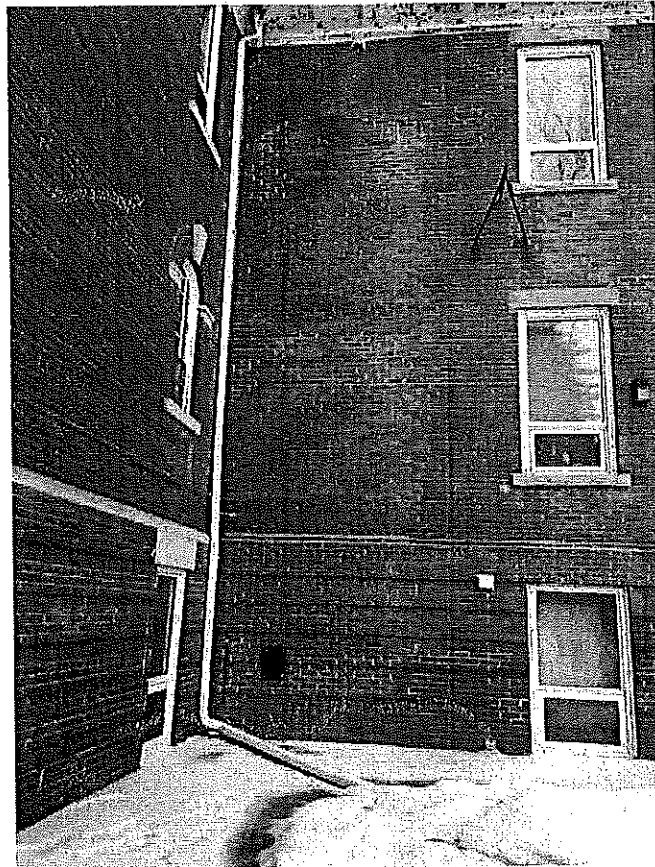


Figure 22 – Join of 1924 addition with 1914 building – water staining on masonry from roof area above

### East Façade

The east façade has had some masonry repairs done to it recently. Mainly associated with repair of broken limestone lintels and sills. There has also been some minor localized repointing. As work has been done at various times in the past on this area of the building and elsewhere, it is difficult to ascertain exactly which repairs were done with the stone repairs.

The method used to repair the stone lintels and sills at this end of the building entailed removal and replacement of the brick masonry above and below the affected windows. The resultant work has a significant impact on the historic masonry work on the building due to full removal of the original work. It has been replaced using a different treatment of the final mortar joint. The original mortar joints are tooled in a slightly “weathered” joint, whereas the reinstalled masonry has used a “coved” tooled joint. Further to this, the brick work was not cleaned off sufficiently after work was completed, leaving mortar around the edges of the bricks. The removal and replacement of the brick masonry has also left some of the bricks damaged. There was no effort to replace these broken bricks and they have been reinstalled into the wall.



Figure 23 – East façade – note brick joints in area of replaced wall above and below windows

The porch on the East side of the building is experiencing some movement, as illustrated by the open crack and repointing work adjacent to it.



Figure 24 – Vertical crack on south side of porch on east side of building

## Chimney

When the site was visited at various times during February and March it was noticed that there was considerable wetting of the bricks on the tall chimney at the south side of the building. This condition was reported to the building owner who contacted a mechanical company to do some investigation. It was found that the flexible metal liner of the chimney had deteriorated and recommendation was made to install a new metal flue into the chimney when weather permitted the shut down of the heating system of the building. We do not know how long this condition has existed. Saturation of the masonry during cold weather can cause damage to the bricks and mortar through repeated freeze/thaw cycles. It should be noted that there is some noticeable spalling of the face of the bricks on the chimney. Mortar in the wet areas is very friable on the surface and the joints are quite heavily weathered on parts, more noticeable on the south and west sides. The vertical mortar joints get progressively wider higher up on the chimney. We suspect that this is the result of everything expanding due to freezing and that the interior masonry of the chimney may also be in suspect condition. There is a noticeable bulging in part of the chimney and obvious vertical cracks through the bricks, that have been repaired at some time in the past.

We are recommending removal of the upper part of the chimney, as it is overly high, rebuilding of the chimney from the eave line up to 1 metre above the upper roof level, and repointing of the remainder of the chimney. More investigation may be necessary. We propose similar brick detailing at the top of the rebuilt chimney to that on the existing chimney at the west end of the building. Reducing the height of the chimney will make future repair and maintenance more reasonable in effort in cost.



Figure 25 a) – Chimney is wet from combustion gasses seeping through flue liner.

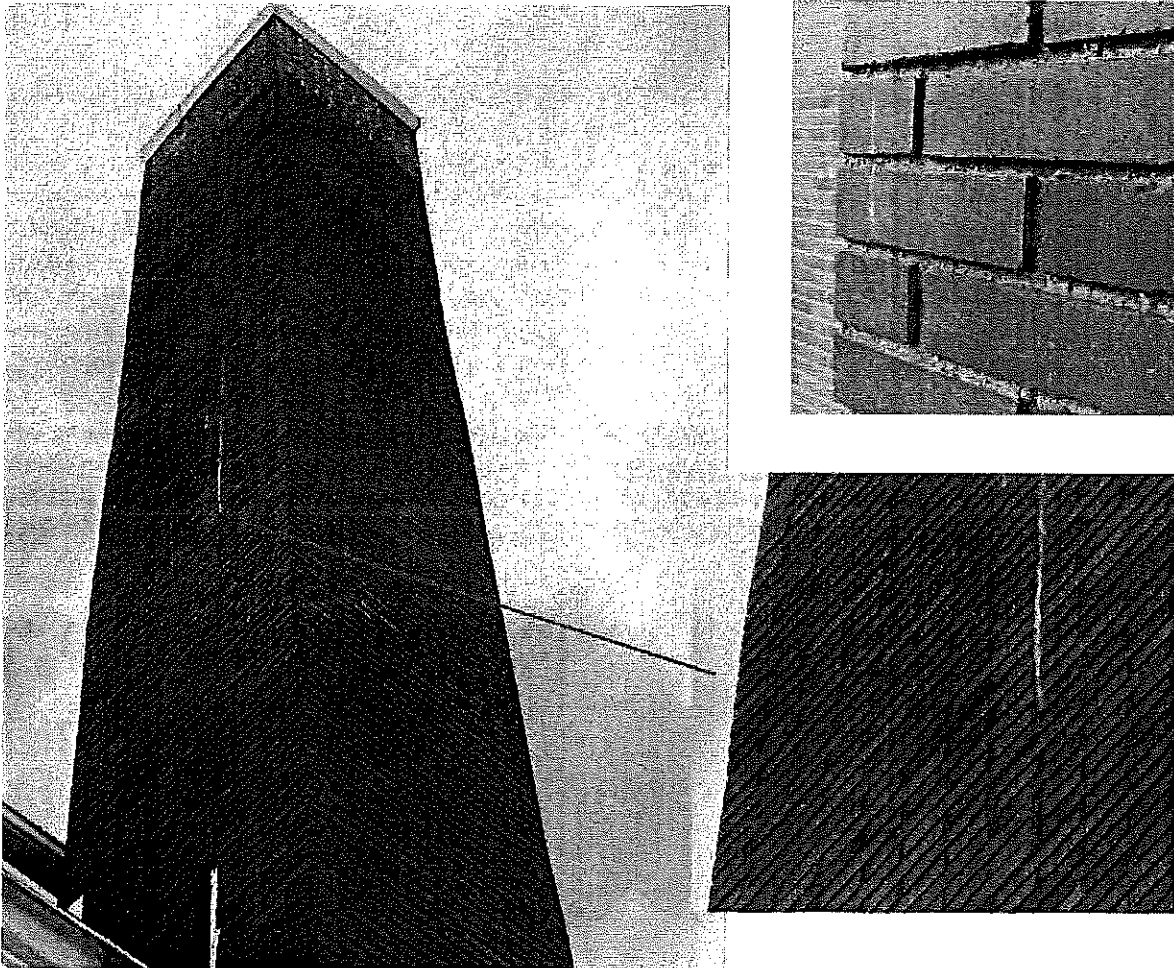


Figure 25 b) – (left) Bulging and vertical split through masonry  
Figure 25 c) – (right top) weathered mortar joints starting about 12 feet above ground level  
Figure 25 d) – (right bottom) blow up of chimney joints and seam

### 4.3. Stone Lintels and Sills

Detailing of the fenestration on the building includes stone lintels and sills. The 1909 and 1914 portions of the building use dressed limestone, whereas the 1924 portion uses sawn Tyndall Stone in these areas.

The sills are all lug style with slight slope of the top towards the exterior. A drip is noticeable in the stone sills. Many of the stone sills and lintels are cracked. A few have experienced severe breaks. These cracks allow moisture into the stone and wall which further advances the deterioration. Therefore it is important to seal these cracks to prevent water ingress.

Based on our observations there is not any significant differential movement of the lintels. The engineers report notes that the windows are narrow and the lintels are not subject to significant

loads.

Stone repairs should follow proper conservation methods. Some masons are trained in stone repair methods. Some product manufacturers, such as Cathedral Stone provide certification training for the use of their stone repair products and methods. We recommend the use of these proprietary products and certified installers.

The stone repairs that were completed on the east side of the building in 2017 were undertaken by removing portions of the brick masonry above and below the windows to remove the stones for repair and replacement. This impacts the appearance of the historic masonry on the wall and it is something we would like to avoid in conducting the repairs. According to the masonry contractor who did those repairs the stones are 8" in depth (two wythes of brick). See figure 20.

It is our recommendation that the stone repairs be done in-situ rather than removing them. For the lintels, this can be accomplished by crack fill repairs on lintels that are not showing any sign of displacement. On lintels where movement is noted or where the crack is more severe, drilling and pinning diagonally through the face of the stone will be done, using a proprietary anchoring mortar to embed stainless steel anchor pins. The face can be patched using a proprietary matching repair mortar. The cracks in the face can be injection filled. Loose stone material can be removed to a sufficient depth to allow for bonding of the repair mortar. Materials suggested are Jahn M80 anchor setting mortar and Jahn M70 limestone repair mortar.

For the stone sills that are cracked we recommend repairing in-situ. Similar methods can be used to fill narrow cracks as described for the lintels. That would employ injection crack fill and sufficient removal of any loose stone material around the crack to sufficient depth to allow for bonding of the repair mortar. Where there are large loose pieces of stone that have broken away, these may be removed, loose material cleaned away, and then set in place using a setting mortar and pinning in place or anchoring the material. The resultant crack can be repaired using proprietary repair mortar. Piecing in may be required where large pieces of stone are missing or where the break is at a corner or edge. Finding matching stone would be the greatest challenge for piecing in work. See Figure 27 for example of a severe crack in the sill where a large amount of stone material is missing.



Figure 26 – Example sills with evidence of previous repairs on South face of building



Figure 27 – Examples of cracked stone sills and lintels with evidence of previous repairs on South face beside chimney

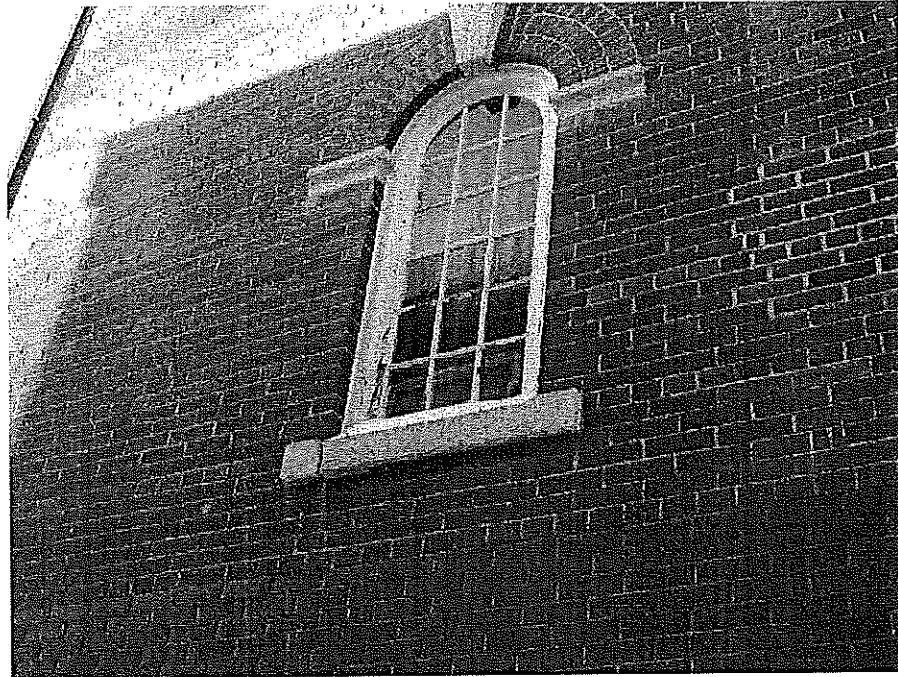


Figure 28 – South face of Chapel showing severely cracked Tyndall Stone sill

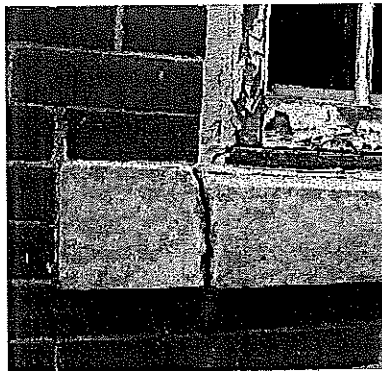


Figure 29 – South face of Chapel showing cracked Tyndall Stone sills on two windows





Figure 30 – Cracked limestone sill on South face of building

#### 4.4. Profiled Metal Cornice

All portions of the building, including the original building and the additions incorporate a wide profiled cornice at the top of the masonry walls, below the Mansard roof. The cornice is constructed of profiled metal with modillion elements at the soffit of the overhang. A small section of the cornice was opened up on the 1909 portion of the building to observe the construction. This was done in an area where the cornice has experienced damage and was in poor condition.

The overhang is supported by wood 2 x members extending out from the roof and wall framing at the bottom of the Mansard roof. The 2 x members have a shiplap sheathing on the top side, over which is a profiled roof area. The cornice appears to have been intended to be formed as a wide gutter, collecting water off the Mansard roof and then draining at downspouts that poke through the cornice overhang. The metal profile appears to be continuous from the top of the cornice roof to the soffit, forming the crown mould profile. The soffit has brackets formed from metal, set into the flat soffit area. These were presumably all soldered seams. Some have come loose. Areas of the profiled metal have come loose from the soffit and are distorted.

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At the time of one of our visits large icicles had formed between the profiled metal and the soffit. These presumably have forced open the two metal pieces, allowing birds and other vermin to enter the soffit.

The upper surface of the cornice is finished with an EPDM roofing that is adhered to the sheathing. A 2 x 4 member on the flat, provides a small curb to keep water from running over the edge of the cornice.

Paint on the profiled metal is peeling off around all areas of the building. This is common for painted galvanized metal. The 1924 specification calls up white lead and linseed oil as the medium for painting. Removal of the paint should be done using proper hazardous material procedures and clean up. Removal areas should be hoarded off so that dust from the paint removal does not spread around the building.

The cornice on the South face of the building appears to be in the worst condition. This is likely due to more direct sunlight melting snow and heat loss through the envelope causing ice damming conditions on the top surface of the cornice.

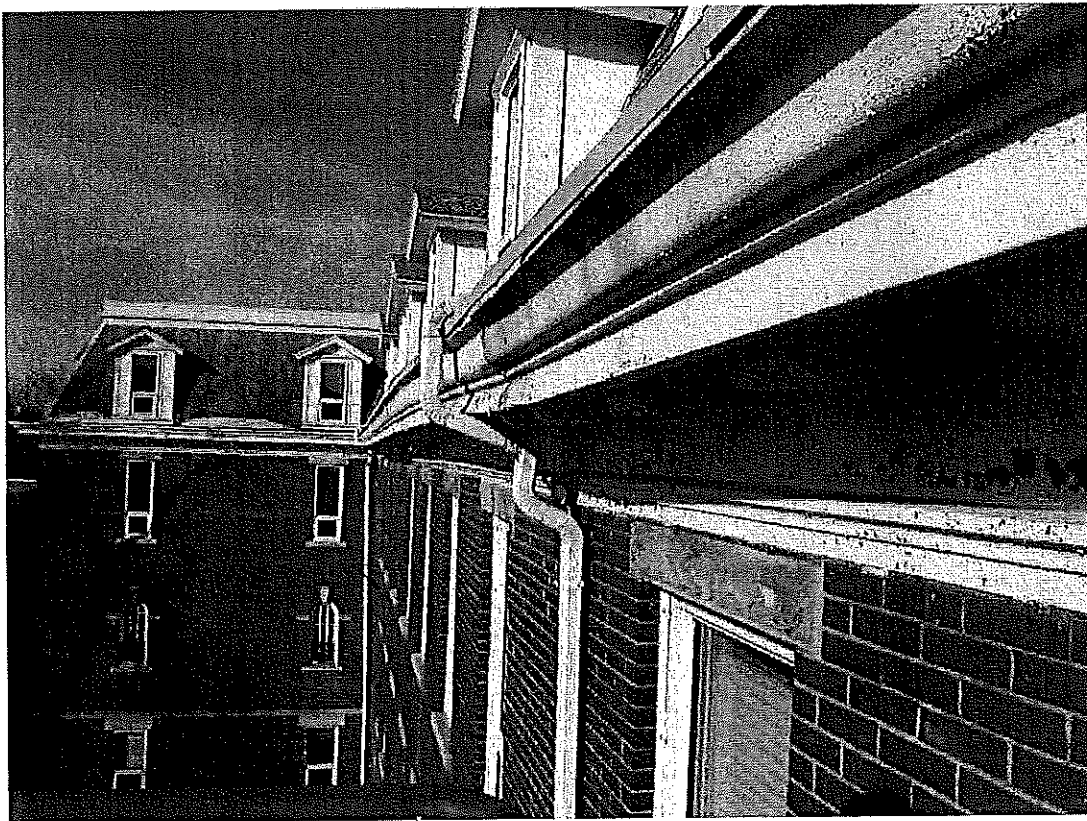


Figure 31 – profiled metal cornice on south face – distortion along length

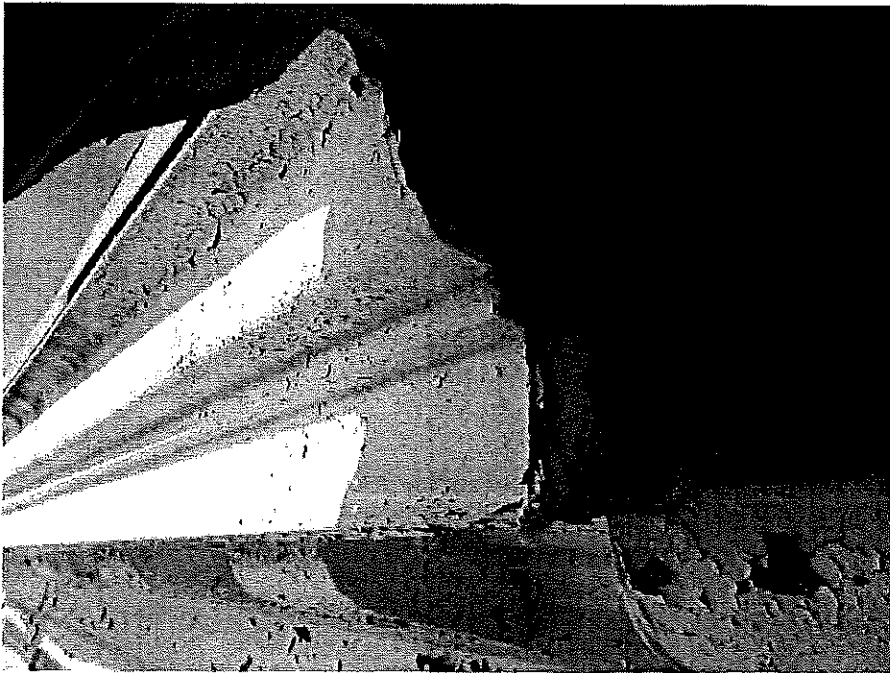


Figure 32 – profilled metal cornice on south face – showing profile at joint



Figure 33 – profilled metal cornice on south face – noticeable deflection



Figure 34 – showing wood framing and furring (note bird nest)



Figure 35 –top side of cornice with EPDM roofing (wet condition at chimney)

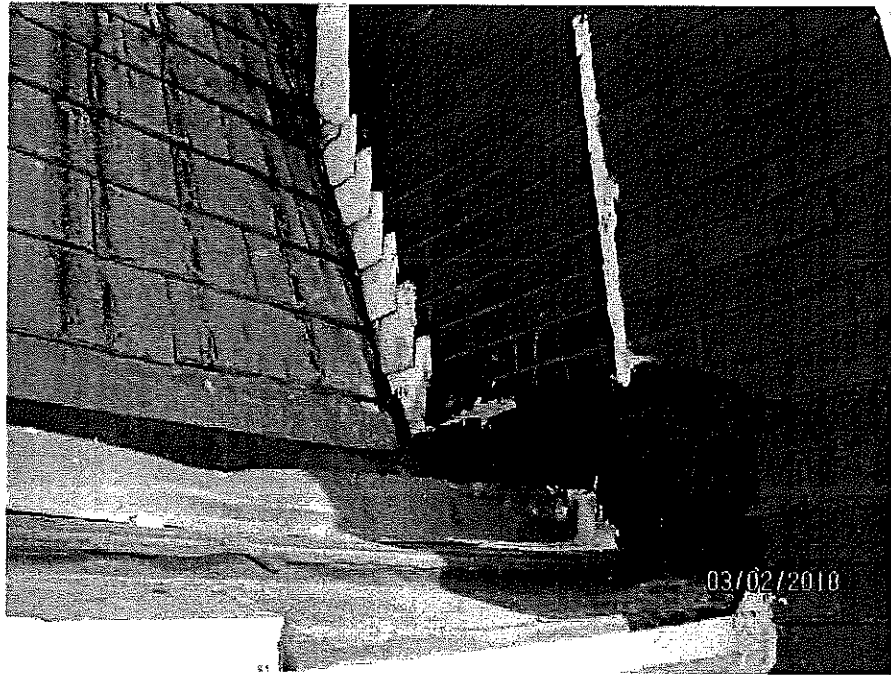


Figure 36 – top side of cornice with EPDM roofing and roof patch material at chimney



Figure 37 – top side of cornice with EPDM roofing – at least one roof drain in the cornice appear to have been closed off (red arrow).

#### 4.5. Slate Roofing

The Mansard roof on the entire building is clad with a green slate tile. The slate tile is likely original to the building. The condition of the slate varies around the building. In some areas observed on the South roof of the 1909 portion the slate is broken and missing and fastened in by using screws through the face of the tile. On areas around the building there is roofing tar that must have run onto the face of the slate during a re-roofing installation and never cleaned off.

The 1924 specifications call up the slate as, "natural unfading green Standard No. 1 Bangor slate". The specifications also call up the dormer roofs to be clad with slate. They are currently roofed with asphalt shingles. The exposure of the slate on the 1909 portion is about 14" x 8". The slate observed at one area missing a tile illustrates that the slate tile is head lapped so there is three slate coverage.

Where the slate is missing it should be replaced. The flashing around the dormer roofs should be replaced (none is evident). Some joints have been caulked, perhaps to address moisture ingress at some point in time. There may be limited tradespersons who can do the slate repair work. Consideration should be given to replacing the areas of the slate roof with the most damage. The areas where screws have been installed through the face of the slates should be observed periodically to ensure that any damage can be addressed.



Figure 38 – South façade - missing and broken slates and fasteners through face of slates (common around building)



Figure 39 – South façade— asphalt or tar on slates (common around building)

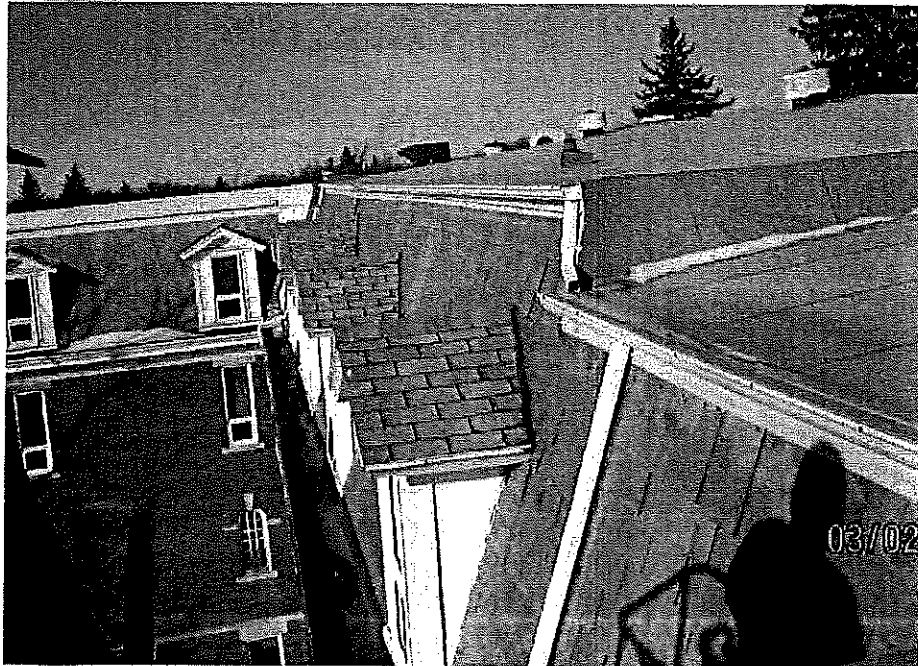


Figure 40 – South façade – roof caulk at dormers; missing top row of slates (note asphalt shingles on dormers and no metal flashing)



Figure 41 – South façade – plugged off roof drain location (below downspout). Also note broken, loose slates with face fastening.

## 5. Recommendations

### 5.1. Site Drainage and Tree Removal

1. North side/East side
  - a. Remove two large spruce trees that are closest to the building on the north side and one deciduous tree on east side.
  - b. Regrade yard to slope away from building
  - c. Build in mowing strip of clear draining rock with timber border at building – ensuring that the grade at the bottom of the rock drains away from the building. Top of rock to be at bottom of first course of exposed brick
2. South side
  - a. Remove hard surfaces next to building that are causing ponding
  - b. Re-landscape next to building installing a fibre control joint between any hard surfaces and the building. Use semi-pervious material that will allow some water to drain into the soil but with a positive slope away from the building.



- c. Drainage path to be determined on south side of building. May entail installing a catch basin and drain to storm sewer. (to be determined)

## **5.2. Repointing and Brick Repairs**

1. Repoint using pre-packaged natural hydraulic lime mortar, matching colour to original as closely as possible. King HLM 350 would be a suitable weak mortar that has lime mortar characteristics.
2. Have HLM 350 mortar tested for strength and air entrainment prior to using in wall
3. Match mortar profile. Rake back to slightly "weathered" profile
4. Stipple face of set mortar using stiff brush to lightly expose aggregate
5. Replace missing bricks using either bricks reclaimed from an unobvious location of the building (side of main entrance stair possibly) or new bricks matching size and colour
6. Use King NHL 500 for bedding bricks
7. Moisture cure and protect from weather
8. Install in seasonal weather above 5 degrees C
9. Have mason provide a description of all methods and materials to be used prior to proceeding and to demonstrate their work process at all stages from cut out, mixing, pointing and tooling
10. Ensure all areas of brickwork affected are cleaned and site is cleaned
11. Refer to draft specification

## **5.3. Stone Lintel and Sill Repairs**

1. Repair stone lintels and sills in-situ
2. Use stone conservation repair techniques and materials
3. Use qualified stone conservation masons (with credentials)
4. Use proprietary products such as Jahn M70 limestone repair mortar and Jahn M80 Anchor setting mortar
5. Use certified Jahn product installers (with credentials)
6. Match repair mortars to colour of stones being repaired (Tyndall stone and limestone)
7. Have mason provide description of work method and materials and provide a mock up in an inconspicuous location
8. Include piecing-in work where severe open joints occur
9. Refer to draft specification

## **5.4. Chimney**

1. Additional investigation of what condition mortar, interior masonry and ties are in.
2. Remove upper portion of chimney. Rebuild from approximately eave height to 1 metre above upper roof level. Repoint remainder of chimney.
3. Use King HLM 500 premixed mortar matching colour of original mortar as closely as possible for setting of rebuilt masonry. Use HLM 500 as repointing mortar for use on remainder of

chimney repointing, following manufacturer's written instructions for mix as pointing mortar, requiring a dryer mix.

4. Test HLM 500 mortar for strength and air entrainment prior to using on chimney
5. Scaffold chimney for proper work surface and so it can be hoarded in for weather protection and moisture curing
6. Follow procedures as for repointing of brick on lower wall area
7. Refer to draft specification

### **5.5. Cornice Repairs**

1. Remove lead paint using proper hazmat methods and control dust
2. Clean and etch galvanized material that will remain
3. Where profiled metal is damaged beyond reasonable repair replace with matching profile
4. Remove EPDM roofing on top of cornice; replace rotten areas of wood deck (leave sufficient EPDM below metal flashing at the bottom of the slate roofing to allow tie in of roofing attempting to carry top edge of membrane underneath the existing metal flashing
5. Install wood blocking in soffit of cornice (fir or treated wood) at each outrigger for securement of soffit
6. Install new and salvaged profiled metal to fascia of cornice overlapping with top of cornice and secured to soffit
7. Solder repair any open seams of the metal brackets on the underside of the cornice
8. Re-secure all areas of soffit and ensure profiled metal fascia is secure to soffit (galvanized or stainless steel fasteners)
9. Repaint all metal using suitable galvanized metal primer (over etched surface) and two coats of premium quality paint (gloss coat)
10. Additionally, the drainage of the entire cornice should be reviewed and either reinstated as it was originally intended

### **5.6. Mansard Slate Roofing**

1. Consider replacing entire slate roofing on Mansard roof area
2. Salvage all good slates for re-use in re-roofing
3. Obtain matching Vermont green slate (samples for approval) match thickness of original (1/4" minimum - to be confirmed) with punched nail holes
4. Review historic photos and details of building to determine best method of draining upper low slope roof. Remove and reuse existing gutters if suitable
5. Replace rotten wood sheathing using dimensional shiplap sheathing
6. Install moisture impervious valley flashing at all dormer and valley locations and at bottom of mansard roof, overlapping EPDM roofing membrane turned up the sloped roof
7. Install breathable underlayment over remainder of roof area
8. Install profiled lead coated copper flashing at all valley locations and intersections
9. Install lead/copper step flashing at all chimney locations and brick work
10. Install new and salvaged slates to match exposure of original roof (7 1/2")

## 6. Opinion of Cost

The following is our opinion of costs. With the exception of the site work, these were arrived at through discussion with a general contractor and trade contractors. We believe these are as accurate as can be determined without having a complete set of Construction Documents to bid from. The site work is budgeted as an allowance at this time, until a scope of work can be determined.

### Site Work (Priority 1)

Tree removal (2 on north side and 1 on east side) - allowance	\$6,000.00
Regrading North Side and reinstate lawn – plant 3 new trees - allowance	\$10,000.00
Remove concrete surface on South side courtyard and regrade - allowance	\$10,000.00
New semi-pervious patio area/swale and landscaping - allowance	\$10,000.00
<b>Subtotal</b>	<b>\$36,000.00</b>
General Conditions @ 10%	\$3,600.00
General Contractor Fee @5%	\$1,800.00
<b>Subtotal</b>	<b>\$41,400.00</b>
Add 20% Contingency	\$8,280.00
<b>Subtotal</b>	<b>\$49,680.00</b>
Consultant Fees/Expenses @12.5%	\$6,210.00
<b>Total Estimated Cost (exclusive of taxes)</b>	<b>\$55,890.00</b>

### Masonry Repointing and Stone Repairs (Priority 1)

Repointing and brick replace North and West	\$51,000.00
Repointing and brick replace South and East	\$24,000.00
Sill and lintel repair North and West	\$24,000.00
Sill and lintel repair South and East	\$22,400.00
<b>Subtotal</b>	<b>\$121,000.00</b>
General Conditions @ 10%	\$12,100.00
General Contractor Fee @5%	\$6,050.00
<b>Subtotal</b>	<b>\$139,550.00</b>
Add 20% Contingency	\$27,910.00
<b>Subtotal</b>	<b>\$167,460.00</b>
Consultant Fees/Expenses @12.5%	\$20,930.00
<b>Total Estimated Cost (exclusive of taxes)</b>	<b>\$188,390.00</b>

## Chimney (Priority 2)

Includes scaffolding  
Remove upper approximately 30 ft of chimney  
Rebuild approximately 15 ft section of chimney  
Repaint remainder of chimney

<b>Subtotal</b>	\$120,000.00
General Conditions @ 10%	\$12,000.00
General Contractor Fee @5%	\$6,000.00

<b>Subtotal</b>	\$138,000.00
Add 20% Contingency	\$28,800.00

<b>Subtotal</b>	\$172,800.00
Consulting Fees/Expenses @12.5%	\$21,600.00

<b>Total Estimated Cost (exclusive of taxes)</b>	<b>\$194,400.00</b>
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## Cornice (Priority 3)

*This currently deals with the cornice on the South side of the building only. Removal and re-painting of the remainder should be considered to maintain appearance of this heritage defining element around the remainder of the building. The highest cost consideration of this is in the removal of the lead paint. Paint test should be done to confirm the existing paint on the building contains lead. There may have been some remediation done in the past, but we do not have any evidence of this.*

*This work could proceed with work to the Mansard roof as there are roofing flashing elements that should carry through from the Mansard to the flat roof of the cornice. In the interim the flat roof area could be patched and areas around drains cleared so water can be taken off the flat roof areas.*

Lead abatement (50m length only)	\$40,000.00
Removals and wood blocking	\$24,000.00
New profiled metal to match existing (allowance)	\$54,000.00
Painting	\$12,000.00
Strip in EPDM roofing	\$15,000.00

<b>Subtotal</b>	\$145,000.00
General Conditions @ 10%	\$14,500.00
General Contractor Fee @5%	\$7,250.00

<b>Subtotal</b>	\$166,750.00
Add 20% Contingency	\$33,350.00

<b>Subtotal</b>	\$200,100.00
Consulting Fees/Expenses @12.5%	\$25,010.00

<b>Total Estimated Cost (exclusive of taxes)</b>	<b>\$225,110.00</b>
<i>Lead remediation and repainting for remainder of building would add an estimated cost of \$208,035 including General Contractor, and consulting fees (exclusive of taxes)</i>	
	<b>\$208,035.00</b>

### Mansard Slate Roofing (Priority 3)

At the time the Mansard roof is replaced it would be a good idea to review heat loss through the roof and canopy area. Heat loss can contribute to the formation of ice that dams up and can damage the metal cornice. We are not aware of any water infiltration that may be occurring but further investigation may be necessary prior to the replacement of the slate roofing.

Allowance for removal and salvage of good slates  
Allowance for new and salvage slate and install  
Allowance for EPDM to top of cornice

<b>Subtotal</b>	\$320,000.00
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General Conditions @ 10%	\$32,000.00
General Contractor Fee @5%	\$16,000.00

<b>Subtotal</b>	\$368,000.00
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Add 20% Contingency	\$73,600.00
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<b>Subtotal</b>	\$441,600.00
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Consulting Fees/Expenses @12.5%	\$55,200.00
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<b>Total Estimated Cost</b>	<b>\$496,800.00</b>
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### Electrical Upgrades to Lighting (Priority 1)

Energy conservation can be achieved by replacing existing light fixtures with more energy-efficient LED lights. These will be replaced throughout the corridors, and include emergency lighting, exit lights and exterior lights. Replacing these will reduce the ongoing operating costs of the building.

LED fixtures in corridors - allowance for 75	\$10,000.00
Exterior lights	\$2,000.00

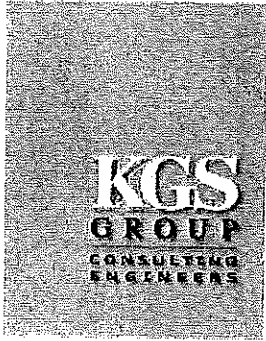
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Emergency lights	\$6,800.00
Exit Signs	\$4,800.00
<b>Subtotal</b>	<b>\$23,600.00</b>
Add 20% Contingency	\$4,720.00
<b>Subtotal</b>	<b>\$28,320.00</b>
Consulting Fees/Expenses N/A	
<b>Total Estimated Cost</b>	<b>\$28,320.00</b>

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APPENDIX A  
KGS REPORT





Kontzamanis Graumann Smith MacMillan Inc.

March 16, 2018

File 18-3316-001

SEPW Architecture Inc.  
109, 3725 Pasqua Street  
Regina, Saskatchewan  
S4S 6W8

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306.757.9681  
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ATTENTION: Ray Plosker, Principal

RE: Cathedral Courts - Rev1

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Ray:

### 1.0 BACKGROUND

The following text is intended to summarize our various discussions relative to the items noted during our site visits and the review of information noted on the few drawings that are available.

The existing building is an assembly of three phases of original construction dated 1909, 1914, 1924, and a few subsequent renovations. The existing building is a three storey structure, consisting of spread footings, masonry exterior walls and wood framed floors. The front entrance is on the north side of the building, with stair up to the main floor and a relatively new ramp structure down to the lower level. The lower level is relatively shallow, such that the underside of the lower level windows is essentially at the exterior grade level. These older building were built at a time when energy costs were minimal and thermal efficiency / heat transfer through the walls was not a significant concern.

The three phases of construction are similar, but there are a few differences in the materials and methods of construction.

It appears that some of the original windows / door openings have been infilled and some of the exterior masonry work has been previously patched and repaired. The building has undergone some differential movement, that has resulted in some cracking of the bricks, stone and mortar joints as well as some apparent settlement at the east end of the structure.

With the relatively shallow spread footing foundations supported on the native Regina clay, it is not surprising that there has been some relative and differential movement. The Regina clay is classified as being highly plastic, which means that it is subject to significant changes in volume with changes in moisture content. The clay expands when moisture is added and shrinks when moisture is withdrawn.

The building has obtained heritage status, and as such the intention is to retain as much of the existing construction materials as possible. Given the age of the building, many of the original building materials are either no longer available for new purchase and/or there are very few available as salvage.

## 2.0 DISCUSSION

When water freezes, it expands. If moisture is absorbed into a material, or allowed to accumulated in a restricted space, it will cause damage to the material. Freeze-thaw damage is the term applied when there is repeated cycles of the moisture freezing and thawing, and the associated expansion of the moisture repeatedly causing deterioration of the materials. As the surfaces deteriorate and moisture is allowed to penetrate further into the material, the associated extent of the deterioration increases. This process negatively affects the durability of the exposed materials in their natural state and when subject to some subsequent cracking.

When moisture comes in contact with bare metal objects, the moisture results in a rusting/corrosion of the surface of the metal. The rusting / corrosion results in the surface of the metal expanding to form a relatively soft material and a reduced volume of the underlying solid metal. Concrete and masonry items are relatively strong when subject to compressive forces, but relatively weak when subject to tensile forces. Therefore when embedded metal objects expand, such as lintel angles, embedded plates, and masonry ties, they create a tensile force on the adjacent surfaces, which tends to crack and/or displace the concrete or masonry items. An increase in the width and extent of cracking results in more moisture and the process continues at an accelerated rate.

The moisture in the soil at the foundation level will tend to increase in time after the initial construction. This can result in an initial heaving of the Regina clay at the foundation level. Depending on the methods and duration of construction, there may be very little net effect at the onset of occupancy.

Heat sources can tend to dry-out and decrease the moisture content of the soil, and result in some shrinkage. New water sources tend to increase the moisture content of the soil, and result in some expansion.

The large trees are evidence of many years of sustained growth, which means that the trees and their associated root structure have found ample sources of moisture during the wet and dry years. When surface water is not readily available; be it residual snow melt water, rain, or planned watering; the roots will locate other sources of buried moisture. This could be the roots entering the joints and/or cracks in buried piping and/or water collecting adjacent the foundation walls. If the source of moisture is the buried services, the root mass within the pipe will increase and at some point significantly restrict and/or plug the pipe. In these cases the buried services need to be reamed out and/or replaced. If the source is the moisture adjacent the foundations, and this source is due to improper drainage, then the soil in this area will be subject to repeated expansion and contraction, which can distort the building framing and result in cracking.

The existing grade is at the elevation of the underside of the lower level windows, with the south and north easterly area being relatively flat. As such there are issues with snow and melt water collecting adjacent the foundations. The heat loss through the exterior walls can result in a drying shrinkage of the adjacent soil and/or the increased presence of freeze-thaw damage to the exposed masonry construction.

To minimize changes in the moisture content, it is important to have roof drain downspouts that discharge well away from the exterior walls, an exterior ground cover that is relatively impervious and sloped to provide positive drainage away from the building, minimal vegetation in the vicinity of the foundations, and maintenance of buried sewer and water services.

The stone lintels above the windows and the stone sills below the windows have undergone some differential movement and deterioration. Given the age of this building, similar replacement members (stone and bricks) are probably not available, which leads to the need to repair the existing members. The exact details of the construction are not clear, due to limited details on the existing drawings. Some information has been obtained from one of the local contractors that has done some remedial repairs to this building in the past.

The loads being applied to the lintel blocks is not large, due to the fact that the exterior windows are relatively narrow and typically located one above the other, the occupancy of the building is primarily residential, the floors are wood framed. The stone sills are more of a framing member than a load carrying element.

### 3.0 RECOMMENDATIONS

Investigate options to improve the grade separation between the underside of the lower level windows and the adjacent site grade.

Regrade to improve the site grade and associated drainage away from the foundations. This could include one or more swales to collect the rain / snowmelt water and/or the construction of additional catch-basins at the front and rear of the building.

Remove the large trees that are relatively close to the building.

Engage masons experienced with historical repair techniques to repair the lintel stones above the windows and the sill stones below the windows. It is anticipated that the process will involve drilling and epoxy anchoring stainless steel pins, grouting cracks, repointing mortar joints.

Patch, seal, flash the edges of the roof, wall, cornice to ensure rain and snow melt water drain off the structure and into the eavetrough and downspout system.

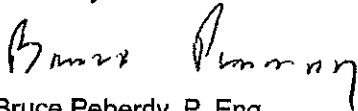
Selectively repair any damaged / wood rot within the framing members.

Ensure the eavetrough and downspouts systems can collect and discharge the rain and snow melt water away from the building.

Establish a monitoring scheme consisting of a series of survey pins and tell-tale gauges to record the current conditions, and as a basis to evaluate future survey data.

We do not feel that underpinning the structure is an economical alternative at this time.

Sincerely



Bruce Peberdy, P. Eng.  
Regional Manager

BAP/lf

APPENDIX B  
SPECIFICATION FOR HISTORIC MASONRY  
'DRAFT'

**Part 1        General**

**1.1            REFERENCES**

- .1    Canadian Standards Association (CSA International)
  - .1    CAN/CSA A179-04, Mortar and Grout for Unit Masonry.
  - .2    CSA-A371-04, Masonry Construction for Buildings.
  - .3    CSA A23.2-8A, Measuring mortar-strength properties of fine aggregate

**1.2            DEFINITIONS**

- .1    Raking: the removal of loose/deteriorated mortar to 2 – 2 ½ joint thickness minimum 25mm is reached.
- .2    Repointing: filling and finishing of masonry joints from which mortar is missing, has been raked out or has been omitted.
- .3    Tooling: finishing of masonry joints using tool to provide final profile.
- .4    Repair: using adhesives, pins, and repair mortars to re-bond sections of fractured masonry.

**1.3            SYSTEM DESCRIPTION**

- .1    Work of this Section includes but is not limited to:
  - .1    Raking joints to be repointed.
  - .2    Preparation of masonry surface including joints surface cleaning, cleaning of voids and open joints, and masonry wetting prior to repointing.
  - .3    Repointing of masonry joints.
  - .4    Resetting of dislodged masonry units.
  - .5    Ensuring cure of mortar.
  - .6    Grouting by hand, small voids.
  - .7    Repair of stone masonry units identified on drawings.

**1.4            SUBMITTALS**

- .1    Provide submittals in accordance with Section 01 00 05 - General Requirements.
- .2    Provide samples in accordance with Section 01 00 05 - General Requirements.
  - .1    Provide labelled samples of materials used on project for approval before work commences.
- .3    Submit all MSDS sheets for products to be used on site. Provide copies to the consultant, owner and for posting on site.

**1.5            QUALIFICATIONS**

- .1    Masonry Contractor:

- .1 Use single Masonry Contractor for all masonry work.
- .2 Masonry contractor to have substantiated experience in historic brick and stone masonry work and including work with natural hydraulic lime mortars. Provide list and references upon request.
- .2 Masons:
  - .1 Mason to have certificate of qualification in historic stone and brick masonry work. Provide certification upon request.
  - .2 Mason to have certificate of qualification for use of proprietary Jahn mortar repair products listed in this specification. Provide certification upon request.
  - .3 Provide list of masons who will be on site and their curriculum vitae including historic masonry work.
  - .4 Where personnel differ from those individuals identified above, provide curriculum vitae of all individuals who will be working on site for the review by consultant.

#### 1.6 **MOCK-UPS AND DEMONSTRATION**

- .1 To demonstrate a full understanding of specified procedures, techniques and formulations are achieved before work commences. Provide demonstration of:
  - .1 Cutting out of mortar joints.
  - .2 Repointing procedures.
  - .3 Final tooling of joint.
- .2 Provide mock-up of one (1) repaired stone sill and one (1) repaired stone lintel.
- .3 Provide series of aged, mortar samples for review and selection, as identified in article 2.2. Mortar is to match as closely as possible to the existing mortar colouration using mix of sand that reflects the colour of the aggregate in the existing.
- .4 Construct a mock-up in one area of the wall identified prior to beginning Work, for repointing using the mortar selected and to illustrate final tooling of the joint, Construct mock-up where directed by Consultant.
- .5 Allow 24 hours for inspection of mock-up by Consultant before proceeding with masonry repointing and repair work.
- .6 When accepted, mock-up will demonstrate minimum standard for this work. Mock-up may remain as part of finished work.

#### 1.7 **DELIVERY, STORAGE AND HANDLING**

- .1 Packing, shipping, handling and unloading:
  - .1 Deliver, store, handle and protect materials in accordance with Section 01 00 05 - General Requirements.
  - .2 Store cementitious materials and aggregates in accordance with CAN/CSA A23.1.
  - .3 Keep material dry. Protect from weather, freezing and contamination.
  - .4 Ensure that manufacturer's labels and seals are intact upon delivery.
  - .5 Remove rejected or contaminated material from site.

**1.8 EXISTING CONDITIONS**

- .1 Report in writing, to Consultant areas of deteriorated masonry revealed during work. Obtain Owner's approval and instructions of repair and replacement of masonry units before proceeding with repair work.

**1.9 AMBIENT CONDITIONS**

- .1 It is the intent to carry out this Work seasonally when ambient weather conditions are within the range required by the Work without additional heating required. Provide heating only if unusual circumstances occur and with the prior consent of the Consultant.
- .2 Maintain masonry temperature between 5 degrees C and 25 degrees C for duration of work.
- .3 If heating is required (when approved), provide hoarding for protection of work for not less than 30 days, and maintain curing temperatures for a minimum of 10 days.
- .4 When ambient outside air temperature is below 5 degrees C:
  - .1 Store cements and sands for immediate use within heated enclosure. Allow cement and sands to reach minimum temperature of 10 degrees C.
  - .2 Heat and maintain water to minimum of 20 degrees C and maximum of 30 degrees C:
    - .1 At time of use temperature of mortar to be minimum of 15 degrees C and maximum of 30 degrees C.
    - .2 Do not mix if mortar or water has higher temperature than 30 degrees C.
    - .3 Maintain mortar mix between 10 degrees and 30 degrees.

**Part 2 Products**

**2.1 MATERIALS**

- .1 Repointing Mortar: For use on walls. Proprietary pre-mixture of natural hydraulic lime and sand. Acceptable product: King Masonry Products HLM-350 in pre-mixed bags. Match colour of mortar for the brick masonry to existing mortar samples obtained on site. Match non-weathered sample from interior of joint not at exposed weathered face of mortar joint. Provide range of mortar samples for review and approval of Consultant and heritage authority.
  - .1 Mortar properties as follows:
    - .1 Strengths: 7 day 0.7 MPa (100 psi); 28 day 1.8 MPa (260 psi); 90 day 2.7 MPa (390 MPa); 120 day 3.0 MPa (435 psi); 365 day 3.5 MPa (510 psi)
    - .2 Air entrainment to ASTM C 231 12% to 15%.
    - .3 Flow to ASTM C 1437 for repointing: 80%
    - .4 Flow to ASTM C 1437 for bedding: 110 +/- 5%
    - .5 Vicat cone for repointing to ASTM C780: 15mm +/- 5mm
- .2 Repointing Mortar: For use on chimney above roof level. Use King Masonry Products HLM – 500 but adjust water in mix so it is suitable for repointing. Follow mixing procedure for HLM 350 and as per written instructions from King Masonry Products. Match colour of mortar to existing.

- .3 Bedding Mortar: proprietary pre-mixture of natural hydraulic lime and sand. Acceptable product: King Masonry Products HLM-500 in pre-mixed bags. Match colour of mortar for the brick masonry to existing mortar samples obtained on site. Match non-weathered sample from interior of joint not at exposed weathered face of mortar joint. Provide range of mortar samples for review and approval of Consultant and heritage authority.
- .1 Mortar properties as follows:
- .1 Strengths: 7 day 1.0 MPa (145 psi); 28 day 2.2 MPa (320 psi); 90 day 3.5 MPa (510 MPa); 365 day 4.5 MPa (650 psi)
  - .2 Air entrainment to ASTM C 231 12% to 15%.
  - .3 Flow to ASTM C 1437 for bedding: 110 +/- 5%
- .4 Prior to commencing work, prepare each mortar mix in accordance with manufacturer's printed instructions and have the mortar tested for strength and air content at 7 days and 28 days. Adjust mortar mix if requirements are not met and have mortar re-tested. Test in accordance with CSA A-179-04.
- .5 Once the tested mortar mix has been accepted then have mortar tested again in accordance with CSA A-179-04 at 28 days, and 90 days. Submit test results to Consultant. Allow mortar to become sufficiently stable prior to taking it out of mould. This may be 5 days for the NHL mortar. Store at 90 +/- 5% RH.
- .6 Water: potable, clean and free from contaminants.
- .7 Sand: to ASTM C144.

Sieve Size	% By Weight Passing Each Sieve	% By Weight Retained on Each Sieve
No. 4 (4.75 mm)	100	0
No. 8	90	5
No. 16	70	25
No. 30 (600 micron)	50	20
No. 50 (300 micron)	30	20
No. 100 (150 micron)	15	15
No. 200 (75 micron)	0	15

- .1 The coloration of the sand will impact the appearance of the mortar. Match the original coloration of the sand as closely as possible.

## 2.2 MORTAR MIXES

- .1 Repointing Mortar: Pre-packaged proprietary natural hydraulic lime mortar. The following instructions are for King NHL 350 mortar. (Request repointing mix proportions and procedures for NHL 500 mortar from King Masonry Products prior to proceeding.)
- .1 King NHL 350 natural hydraulic lime mortar. (Use King NHL 500 on chimney above roof level.)
  - .2 Mix in accordance with manufacturer's written instructions.
  - .3 Use mix proportion of 4.5 litres of potable water per 30 kg (66lbs) bag. Weigh bags prior to mixing and adjust water accordingly. Begin by mixing 4 litres of water with the 30 kg bag of pre-mixed mortar. Mix for 3 to 5 minutes in paddle mixer. Use remaining water to adjust the mix to obtain the desired consistency.



- .4 Use penetrating cone to test for consistency of mixture. ASTM C-1713 calls for a consistency of 15mm +/- 5mm for the cone penetration method.
- .5 Mix only what can be used prior to mortar starts to set. Lime based mortars begin to set within half an hour.
- .6 Do not use any Retarders or additives.
- .7 Always mix in a clean mixing trough.
- .2 Bedding Mortar: Pre-packaged proprietary natural hydraulic lime mortar
  - .1 King NHL 500 natural hydraulic lime mortar.
  - .2 Mix in accordance with manufacturer's written instructions.
  - .3 Use mix proportion of 5.5 litres of potable water per 30 kg (66lbs) bag. Weigh bags prior to mixing and adjust water accordingly. Begin by mixing 5 litres of water with the 30 kg bag of pre-mixed mortar. Mix for 3 to 5 minutes in paddle mixer. Use remaining water to adjust the mix to obtain the desired consistency.
  - .4 Mix only what can be used prior to mortar starts to set. Lime based mortars begin to set within half an hour.
  - .5 Do not use any Retarders or additives.
  - .6 Always mix in a clean mixing trough.

**Part 3 Execution**

**3.1 SITE VERIFICATION OF CONDITIONS**

- .1 Report in writing to Consultant areas of deteriorated masonry not previously identified.
- .2 Obtain Owner's written approval for repair and replacement of masonry units before proceeding with repair work.

**3.2 EXAMINATION/TESTING**

- .1 Procedure of testing: examine joints visually for obvious signs of deteriorated masonry.
- .2 Test joints not visually deteriorated as follows:
  - .1 Test for voids and weakness by sounding with mallet or other approved means.
  - .2 Perform testing in co-operation with Consultant so that unsound joints can be marked and recorded.

**3.3 REPAIR**

- .1 Perform repair work of brick masonry by replacing damaged units with matching brick. Obtain brick to match as closely as possible in size, colour and characteristics.
- .2 Stone sills: Limestone lug sills with split face and dressed edges (on eastern and central portion. / Sawcut beige Tyndall stone (on western portion)
  - .1 Perform repair work of stone sills by patching, piecing-in or consolidating, using recognized conservation methods. Replace any damaged areas using in kind material. Hand chisel out area around break so it is clean. Remove fines using dry compressed air. Where crack can be filled apply Jahn M70 repair mortar into break area and finish to match texture and profile of existing stone sill. Match

colour of repair mortar to existing stone. Follow product manufacturer's written instructions for installation of repair mortar.

- .3 Stone lintels face repair for lintels that are not showing any sign of displacement: Limestone with split face and dressed edges (on eastern and central portion. / Sawcut beige Tyndall stone (on western portion). Use least invasive method depending on size of crack.
  - .1 For hairline cracks. Use flowable proprietary crack filler, install using syringe into small drilled holes. Fill all drilled holes with Jahn M70 repair mortar. Follow product manufacturer's written instructions for installation of crack fillers.
  - .2 For wider cracks carefully remove by hand, area around break so it is clean. Apply Jahn M70 repair mortar into break area and finish to match texture and profile of existing stone lintel. Follow directions for Jahn stone patch for repair methods and installation. Match colour and texture of repair mortar to existing stone.
- .4 Stone lintels pin repair for lintels that are showing displacement on bottom surface (Note that if alternate repair method is proposed then provide an explanation of the repair technique prior to proceeding):
  - .1 Carefully drill from underside of lintel at approximately a 45 degree angle across the crack. Drill hole oversized to accept anchored stainless steel pin, using Jahn M80 anchor mortar. Length of pin to be sufficient to embed 75mm into each side of crack.
  - .2 Use 10mm diameter stainless steel pin into drilled hole, setting back sufficiently so face of stone can be patched.
  - .3 Fill space around pin using anchor mortar. Follow directions from product manufacturer for installation.
  - .4 Patch face of underside of stone using Jahn M70 repair mortar.
- .5 Where rebuilding of portions of the brick or stone masonry is required provide proposed method of removal and rebuilding, ties and mortar for review and approval by the Consultant, and heritage authority.

### 3.4 RAKING JOINTS

- .1 Use thin diamond blade cutting tool to cut to depth required at the mid-point of horizontal joints. Manually chisel horizontal and vertical joints after cutting. Do not widen joints.
- .2 If using small power tools (such as purpose made mortar rake) obtain approval to use prior to removing any mortar. Use vacuum attached to power tools. Prevent spread of dust from removal process. Ensure that all cut out mortar is cleaned up from site on a daily basis so this does not blow around and create a health issue for building occupants.
- .3 Remove deteriorated mortar to sound mortar 2 to 2 ½ times the thickness of the joint but in no case less than 25 mm leaving square corners and a flat surface at back of cut. Clean out voids and cavities encountered. May require deeper raking if mortar is deteriorated. Maximum depth of 30mm from face of masonry unit. If mortar joint is deteriorated beyond this point then review with Architect and heritage authority for recommended action as re-bedding of the bricks may be required.
- .4 Work at a pace and using methods that will ensure that no masonry units are chipped, altered or damaged by work to remove mortar.

- .5 Clean by compressed air, with non-ferrous brush surfaces of joints without damaging texture of exposed joints or masonry units.

### 3.5 REPOINTING:

- .1 Work from top down, protected from direct sun.
- .2 Dampen joints. No surface water shall be present on joint when pointing begins.
- .3 Keep masonry damp while pointing is being performed.
- .4 Keep pointing back from surface. Avoid feather edges. Do not smear lime mortar on face of bricks.
- .5 Tool and compact using jointing tool to force mortar into joint.
- .6 Repoint in two-steps, ensuring that mortar is pushed to the back of the joint and no voids are created in the process of placing the mortar. Repoint back half of joint and compress. When set up sufficiently so that fingernail can indent first step, then repoint the face of the joint, compressing the joint.
- .7 Tool joints as follows;
  - .1 Provide a "weathered" joint profile with mortar indented approximately 3mm at the top of the joint and flush at the bottom of the joint, matching the original.
- .8 For exposed joints above grade, once hardened to the point where a fingernail will make a small impression then finish joints by stippling them by striking with a stiff fibre brush to soften the texture of the joint and to match existing original mortar as closely as possible.
- .9 Remove excess mortar from masonry face before it sets.

### 3.6 RESETTING

- .1 Reset displaced brick masonry units to match original coursing, joint width and profile with "weathered" joint.
- .2 Set stone on full-bed of bedding mortar. Tool when set to a point when a slight depression can be made with a fingernail.
- .3 Use stainless steel ties installed into the back up where stone masonry is to be reinstated. Ties to be mechanically anchored to back up masonry. Provide sample of ties proposed for use for acceptance.
- .4 Use hot-dipped galvanized steel ties for reinstating brick masonry. Provide sample for review and acceptance.

### 3.7 CLEANING

- .1 Clean surfaces of mortar droppings, stains and other blemishes resulting from work of this contract as work progresses.

- .2 Clean mortar from bricks using stiff natural bristle or nylon brush after mortar has obtained its initial set and has not fully cured (1 – 2 hours).
- .3 Clean masonry with stiff natural bristle brushes and plain water only if mortar has fully cured.

**3.8 PROTECTION OF COMPLETED WORK**

- .1 Cover completed and partially completed work not enclosed or sheltered at end of each work day.
- .2 Cover with waterproof tarps to prevent weather from eroding recently repointed material.
  - .1 Maintain tarps in place for minimum of 1 week after repointing.
  - .2 Ensure that bottoms of tarps permit airflow to reach mortar in joints.
- .3 Anchor coverings securely in position. Do not anchor directly onto building.
- .4 Install and maintain wetted burlap protection during the curing process for a minimum of 7 days. Burlap is to be installed 100 mm (4") away from the masonry.
- .5 Keep burlap moist by setting bottom into tray of water or by wet misting burlap - ensure no direct spray reaches surface of curing mortar. Do not allow burlap to dry out.
- .6 Shade areas of work from direct sunlight during periods over 25 degrees C, and maintain constant dampness of burlap.
- .7 Protect area of repointing work using tarps, from winds that will dry out the mortar.
- .8 Maintain ambient temperature of 5 to 25 degrees C for minimum of 4 weeks after repointing masonry.

**3.9 FINAL CLEAN UP**

- .1 Clean up all droppings from site.
- .2 Remove hoarding.

**END OF SECTION**

APPENDIX C

TABLE FOR CONSERVATION GUIDELINES

CATHEDRAL COURTS

CONSERVATION GUIDELINES

	STANDARDS AND GUIDELINES	Reference 4.3.3 Roofs	
	<b>GENERAL GUIDELINES</b>		
1	Understanding the roof and how it contributes to the heritage		Mansard and dormers- No change. Cornice - remain intact with repairs
2	Understanding the properties and characteristics of the roof as well as changes and previous maintenance practices.	Failing to consider the impact of previous changes and maintenance practices on the roof.	Original slate roof still in place on Mansard. Dormers replaced with asphalt shingles and caulking at valley. Valleys should be flashed with membrane and metal. Cornice has had drainage altered.
3	Documenting the form, materials and condition of roof assemblies before undertaking an intervention, including the roof's pitch, shape, decorative and functional elements, and materials, and its size, colour and patterning.	Undertaking an intervention that affects character defining roofs and roof elements, without first documenting their existing character and condition.	Documented through original drawings 1924, revision drawings 1990, and photos 2018.
4	Assessing the condition of the roof assembly and materials early in the planning process so that the scope of work is based on current conditions.		Assessment was done. Slates are missing in spots and have been fastened using screws through face. Condition worse in older wings. Many slates could be reused. Some stained by tar from roofing.  Metal profile cornice in poor condition on south side. Some areas may be able to be salvaged. Galvanized metal, painted.
5	Determining the cause of a roof's distress, damage or deterioration through investigation, monitoring and minimally invasive or non-destructive testing techniques.		Done in assessment stage. Slate is age related.  Cornice paint not adhering is common on galvanized metal. Ice damming on south side has damaged areas of metal cornice.
6	Protecting and maintaining a roof by cleaning and maintaining the gutters, downspouts and flat roof drains, and replacing deteriorated flashing in kind. Roof sheathing should also be checked for proper venting to prevent moisture condensation and water penetration, and to ensure that materials are free from insect infestation.	Failing to maintain roofs on a cyclical basis.  Failing to replace deteriorated flashing, or to clean and properly maintain gutters and downspouts and flat roof drains so that water and debris collect and damage roof fasteners, sheathing and the underlying structure.	Doesn't appear to be any original downspouts. Gutters on upper roof appear to have been changed. Some roof drainage on cornice altered in past. Reinstate some of original cornice drainage where practical.
7	Retaining sound or deteriorated roof assemblies that can be repaired.	Stripping the roof of sound or repairable character defining materials, such as slate, clay tile, wood and architectural metal	Recommendation to salvage all good and reusable slates.  Cornice metal profile distorted and damaged through time and ice buildup. Replace in kind.

CATHEDRAL COURTS

CONSERVATION GUIDELINES

	Recommended	Not Recommended	Intervention
8	Stabilizing deteriorated roofs by structural reinforcement, weather protection or correcting unsafe conditions, as required, until repair work is undertaken.	Removing deteriorated roof elements that could be stabilized or repaired.	Some additional wood blocking needed for proper support and fastening of soffit and cornice profile.
9	Repairing parts of roofs by patching, piecing-in, consolidating, or otherwise reinforcing, using recognized conservation methods. Repair may also include the limited replacement in kind, or with a compatible substitute material, of extensively deteriorated or missing parts of the roof. Repairs should match the existing work as closely as possible, both physically and visually.		Could be repaired in kind. Issue is ongoing maintenance around dormers where no membrane or metal flashing is present.
10	Protecting adjacent character-defining elements from accidental damage or exposure to damaging materials during maintenance or repair work		Acknowledged. This will have to be addressed when access to cornice and chimney.
11	Replacing in kind extensively deteriorated or missing parts of roof assemblies where there are surviving prototypes	Replacing an entire roof element, such as a dormer, when limited replacement of deteriorated and missing parts is possible.  Using a substitute material for the replacement part that neither conveys the same appearance as the surviving parts of the roof element, nor is physically or visually compatible	Repairs only will be undertaken.  Upper area of roof has been replaced with membrane roofing but no intervention is planned.
12	Testing proposed interventions to establish appropriate replacement materials, quality of workmanship and methodology. This can include reviewing samples, testing products, methods or assemblies, or creating a mock-up. Testing should be carried out under the same conditions as the proposed intervention.		Samples for matching slate will be required.  Shop drawings for matching metal cornice profile will be required.
13	Documenting all interventions that affect the building's roof, and ensuring that the documentation is available to those responsible for future interventions		As built documentation will be provided.
<b>ADDITIONAL GUIDELINES FOR REHABILITATION PROJECTS</b>			
	Recommended	Not Recommended	
14	Repairing a roof assembly, including its functional and decorative elements, by using a minimal intervention approach. Such repairs might include the limited replacement in kind, or replacement with an appropriate substitute material, of irreparable or missing elements, based on documentary or physical evidence.	Replacing an entire roof element, such as a cupola, dormer or lightning rod, when the repair of materials and limited replacement of deteriorated or missing elements is feasible.  Failing to reuse intact roofing materials when only the roofing structure or sheathing needs replacement.	N/A

CATHEDRAL COURTS

CONSERVATION GUIDELINES

15	Improving the detailing of roof elements, following recognized conservation methods, to correct faulty details. For example, adjusting the slope of a cornice to prevent ponding, or introducing a new drip edge at the eave to better direct water runoff away from a masonry wall. Such improvements should be physically and visually compatible		We are proposing impervious membrane at valleys. The cornice is flat but some drains have been closed. We would propose to open these but would have to be addressed at grade for water draining away from building. There is some heat loss in Mansard roof and cornice contributing to ice build up. This won't be addressed in the scope of work planned.
16	Replacing in kind an entire element of the roof that is too deteriorated to repair — if the overall form and detailing are still evident — using the physical evidence as a model to reproduce the element. This can include a large section of roofing, a dormer, or a chimney. <u>If using the same kind of material is not technically or economically feasible, then a compatible substitute material may be considered</u>	Removing a roof element that is irreparable, such as a chimney or dormer, and not replacing it, or replacing it with a new element that does not convey the same appearance or serve the same function. Replacing deteriorated roof elements and materials that are no longer available with physically or visually incompatible substitutes	For the Mansard and dormer roofs the best approach would be to remove and replace slates (some salvage material) using proper membrane flashing, breathable underlayment and metal valley flashing and drip edges. The cost of slate roof is high but would retain heritage character. Decision will have to be made relative to materials and budget.
17	Replacing missing historic features by designing and constructing a new roof feature, based on physical and documentary evidence, or one that is compatible in size, scale, material, style or colour	Creating a false historical appearance because the replicated feature is incompatible or based on insufficient physical and documentary evidence	N/A
<b>ADDITIONS OR ALTERATIONS TO ROOFS AND ROOF ELEMENTS</b>			
	<b>Recommended</b>	<b>Not Recommended</b>	
18	Modifying or replacing a roof or roof element, to accommodate an expanded program, a new use, or applicable codes and regulations, in a manner that respects the building's heritage value.	Constructing an addition that requires removing a character-defining roof. Changing the configuration of a roof by adding new elements, such as dormer windows, vents or skylights, in a manner that negatively affects its heritage value	N/A
19	Selecting appropriate rooftop mechanical and service equipment and associated piping and cabling, such as air-conditioning components, transformers or solar collectors, and installing the equipment as inconspicuously as possible, while respecting the building's heritage value and character-defining elements	Selecting inappropriate rooftop mechanical or service equipment, or installing such equipment in a manner that compromises the building's heritage value and character defining elements.  Adding significant loads to a roof without assessing the impact on the building's structure	N/A
20	Designing and constructing additions to roofs, such as access stairs, elevator or mechanical equipment housing, decks and terraces, and dormers and skylights that are inconspicuous from the public right of way and do not damage or obscure character defining elements.	Designing and constructing a roof addition that compromises the building's character-defining roof elements, its structural integrity, or its overall appearance. Constructing a rooftop addition that blocks natural light patterns or important views	N/A



CATHEDRAL COURTS

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<b>HEALTH AND SAFETY AND SECURITY CONSIDERATIONS</b>			
	<b>Recommended</b>	<b>Not Recommended</b>	
21	Complying with health and safety requirements, by providing lightning protection, or snow and ice guards, or roof anchors in a manner that conserves the roof's heritage value and minimizes impact on its character-defining elements	Damaging or destroying character-defining elements while making modifications to comply with health and safety requirements.	N/A
22	Working with code specialists to determine the most appropriate solution to health, safety and security requirements with the least impact on the character-defining elements and overall heritage value of the historic building	Making changes to character-defining roofs, without first exploring equivalent systems, methods or devices that may be less damaging to the character-defining elements and heritage value of the historic building.	N/A
23	Removing or encapsulating hazardous materials, such as asbestos insulation, using the least-invasive abatement methods possible, and only after thorough testing has been conducted		We believe there is lead paint on the galvanized metal of the cornice (the 1924 specification calls up lead and Inseed oil). This should be tested and remediation done preventing the spread of lead dust with proper clean up.
24	Protecting roofs against loss or damage by identifying and assessing the specific fire risks, and by implementing an appropriate fire-protection strategy that addresses those risks	Covering flammable character-defining elements with fire-resistant sheathing or coatings that alter their appearance. Replacing wood roof elements with alternate materials, without carefully considering other options for reducing fire spread. Failing to take proper fire protection precautions when using a technique that could endanger the building, such as applying membranes on wood roofs using heat.	N/A
<b>SUSTAINABILITY CONSIDERATIONS</b>			
	<b>Recommended</b>	<b>Not Recommended</b>	
25	Complying with energy efficiency objectives in upgrades to the roof assembly in a manner that respects the building's character defining elements, and considers the energy efficiency of the building envelope and systems as a whole.	Damaging or destroying character-defining elements while making modifications to comply with energy efficiency requirements.	May address heat loss issues in the future but not in the scope of this work.
26	Working with energy efficiency and sustainability specialists to determine the most appropriate solution to energy efficiency and sustainability requirements with the least impact on the character-defining elements and overall heritage value of the historic building	Making changes to the roof assembly, without first exploring alternative sustainability solutions that may be less damaging to the character-defining elements and overall heritage value of the historic building	N/A.
27	Exercising caution and foreseeing the potential effects of insulating the roof on the building envelope to avoid damaging changes, such as displacing the dew point and creating thermal bridges, or increasing the snow load	Installing insulation without anticipating its potential impact on the building envelope. Inserting thermal insulation in roof assemblies, without providing appropriate vapour barriers or ventilation.	N/A. would be assessed in the future.

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28	Installing thermal insulation in non-character-defining roof spaces, such as attics, without adversely affecting the building envelope.	Installing insulation in habitable attic spaces without considering its effect on character-defining interior features such as mouldings	N/A
29	Ensuring that structural, drainage and access requirements to improve the roof's energy efficiency can be met without damaging character-defining elements.		Drainage of flat cornice can be improved. Current rain water leaders are not heritage.
30	Assessing the addition of vegetated roof systems (green roofs) or storm water cisterns to flat-roof assemblies, and their impact on the building's heritage value and structural integrity, before work begins.	Adding a vegetated or reflective membrane roof system that might compromise the building's heritage value or its structural integrity.	N/A
<b>ADDITIONAL GUIDELINES FOR RESTORATION PROJECTS</b>			
<b>Recommended</b>		<b>Not Recommended</b>	
31	Repairing a roof assembly from the restoration period by reinforcing its materials	Replacing an entire roof feature from the restoration period, such as a cupola or dormer, when the repair of materials and limited replacement of deteriorated or missing parts is possible	N/A
32	Replacing in kind an entire roof feature from the restoration period that is too deteriorated to repair, using the physical evidence as a model to reproduce the feature. The new work should be well documented and unobtrusively dated to guide future research and treatment	Removing an irreparable roof feature from the restoration period and not replacing it, or replacing it with an inappropriate new roof feature. Reinstating a roof detail that is damaging to character defining elements.	N/A
<b>REMOVING FEATURES FROM OTHER PERIODS</b>			
33	Removing or altering a non character-defining roof or roof element, such as a later dormer or asphalt roofing, dating from a period other than the restoration period.	Failing to remove a non character-defining roof or roof element from another period that confuses the depiction of the building's chosen restoration period	N/A
34	Retaining alterations to roof assemblies that address problems with the original design if those alterations do not have a negative impact on the building's heritage value.	Removing a roof element from a later period that serves an important function in the building's ongoing use, such as a skylight for natural daylight, or a vent for natural ventilation.	N/A
<b>RECREATING MISSING FEATURES FROM THE RESTORATION PERIOD</b>			
35	Recreating a missing roof element that existed during the restoration period, based on physical or documentary evidence; for example, reinstating a dormer or cupola	Constructing a roof element that was part of the building's original design, but never actually built, or constructing a feature thought to have existed during the restoration period, but for which there is insufficient documentation	N/A

CATHEDRAL COURTS

CONSERVATION GUIDELINES

STANDARDS AND GUIDELINES		Reference 4.5.3 Masonry	
GENERAL GUIDELINES			
	Recommended	Not Recommended	Intervention
1	Understanding the properties and characteristics of the masonry of the historic place.		N/A
2	Documenting the form, materials and condition of masonry	Documenting the form, materials and condition of masonry	Photo documentation taken of current condition. 1924 specification available through owner.
3	Protecting and maintaining masonry by preventing water penetration, and maintaining proper drainage so that water or organic matter does not stand on flat surfaces, or accumulate in decorative features.	Failing to identify, evaluate and treat the causes of masonry deterioration. Applying water-repellent coatings to stop moisture penetration when the problem could be solved by repairing failed flashings, deteriorated mortar joints, or other mechanical defects.	Mortar on projecting ledges to be repaired. Not the best detail but inherent in the original design. Cracked stone sills to be repaired.
4	Applying appropriate surface treatments, such as breathable coatings, to masonry elements as a last resort, only if masonry repairs, alternative design solutions or flashings have failed to stop water penetration, and if a maintenance program is established for the coating.		N/A
5	Sealing or coating areas of spalled or blistered glaze on terra cotta units, using appropriate paints or sealants that are physically and visually compatible with the masonry units.		N/A
6	Cleaning masonry, only when necessary, to remove heavy soiling or graffiti. The cleaning method should be as gentle as possible to obtain satisfactory results.	Over-cleaning masonry surfaces to create a new appearance, thus introducing chemicals or moisture into the materials. Blasting brick or stone surfaces, using dry or wet grit sand or other abrasives that permanently erode the surface of the material and accelerate deterioration. Using a cleaning method that involves water or liquid chemical solutions when there is a possibility of freezing temperatures. Cleaning with chemical products that damage masonry or mortar, such as using acid on limestone or marble. Failing to rinse off and neutralize appropriate chemicals on masonry surfaces after cleaning. Applying high-pressure water cleaning methods that damage the masonry and mortar joints and adjacent materials.	There are some areas where mortar has not been cleaned off the face of the masonry. This should be addressed at some time. Droppings from birds is ongoing but should be addressed through maintenance cleaning.

CATHEDRAL COURTS

CONSERVATION GUIDELINES

	Recommended	Not Recommended	Intervention
7	Carrying out masonry cleaning tests after it has been determined that a specific cleaning method is appropriate.	Cleaning masonry surfaces without sufficient time to determine long-term effectiveness and impacts.	Not included at this time. Test areas would be done prior to proceeding with larger areas.
8	Inspecting painted masonry surfaces to determine whether paint can successfully be removed without damaging the masonry, or if repainting is necessary. Testing in an inconspicuous area may be required.	Removing deteriorated roof elements that could be stabilized or repaired.	N/A
9	Removing damaged or deteriorated paint only to the next sound layer, using the gentlest method possible; for example, hand scraping before repainting.	Removing paint that is firmly adhering to masonry surfaces. Using methods of removing paint that are destructive to masonry, such as sandblasting, application of caustic solutions, or high-pressure water blasting.	N/A
10	Re-applying compatible paint or coatings, if necessary, that are physically compatible with the previous surface treatments and visually compatible with the surface to which they are applied.	Applying paint, coatings or stucco to masonry that has been historically unpainted or uncoated. Removing paint from historically painted masonry, unless it is damaging the underlying masonry. Removing stucco from masonry that was historically never exposed.	N/A
11	Retaining sound and repairable masonry that contributes to the heritage value of the historic place.	Replacing or rebuilding masonry that can be repaired.	Repairs to be done in-situ or with least amount of remove/replacement of material.
12	Stabilizing deteriorated masonry by structural reinforcement and weather protection, or correcting unsafe conditions, as required, until repair work is undertaken.		N/A
13	Repairing masonry by repointing the mortar joints where there is evidence of deterioration, such as disintegrating or cracked mortar, loose bricks, or damp walls.	Removing sound mortar.	Repointing will be done in areas where deterioration has occurred. These areas have been identified on drawings. Sound mortar will be left in place.

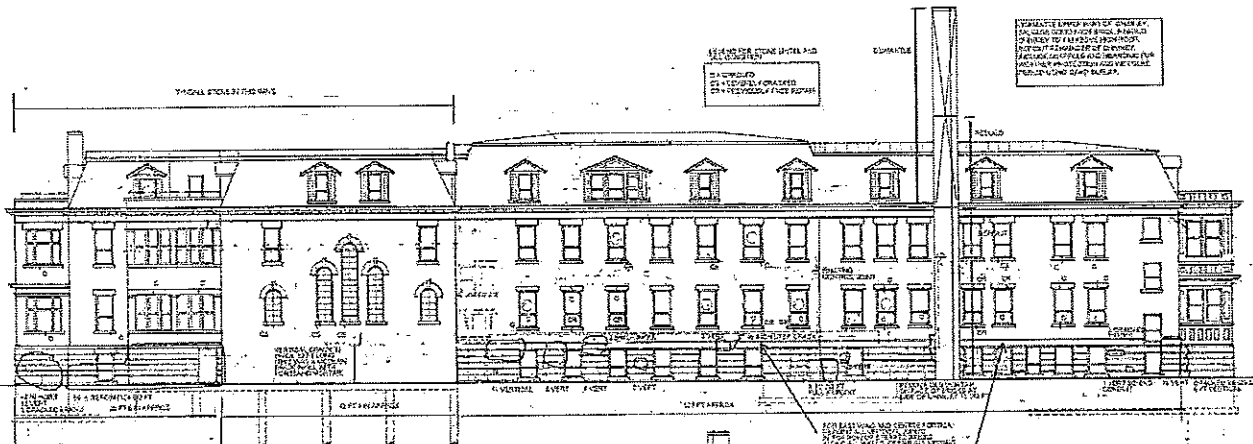
	<b>Recommended</b>	<b>Not Recommended</b>	<b>Intervention</b>
14	Removing deteriorated or inappropriate mortar by carefully raking the joints, using hand tools or appropriate mechanical means to avoid damaging the masonry.	Using rotary grinders or electric saws to fully remove mortar from joints before repointing. In some instances it may be acceptable to make a single pass with a cutting disk to release tension in the mortar before raking the joint. Extreme caution must be used to prevent accidental damage.	Not included at this time.
15	Using mortars that ensure the long-term preservation of the masonry assembly, and are compatible in strength, porosity, absorption and vapour permeability with the existing masonry units. Pointing mortars should be weaker than the masonry units; bedding mortars should meet structural requirements; and the joint profile should be visually compatible with the masonry in colour, texture and width.	Repointing with mortar of a higher Portland cement content than in the original mortar. This can create a bond stronger than the historic material (brick or stone) and cause damage as a result of the differing expansion coefficients and porosity of the materials. Repointing with a synthetic caulking compound. Using a 'scrub' coating technique to repoint instead of using traditional repointing methods.	A pre-packaged hydraulic lime mortar has been suggested. It is weak mortar with properties of lime mortars. The mortar will be tested prior to use in the wall so that we can adjust if needed.
16	Duplicating original mortar joints in colour, texture, width and joint profile.		The joint will be tooled to match the original "weathered" joint profile. We will have samples of the original sent so samples can be made up to match colouration.
17	Replacing in kind extensively deteriorated or missing parts of masonry elements, based on documentary and physical evidence		If we can salvage bricks from an area of the building for replacing broken ones in the wall then we will do so. For example bricks may be reclaimed from the chimney if it is lowered.
<b>ADDITIONAL GUIDELINES FOR REHABILITATION PROJECTS</b>			
	<b>Recommended</b>	<b>Not Recommended</b>	
18	Repairing masonry by patching, piecing-in or consolidating, using recognized conservation methods. Repair might include the limited replacement in kind, or replacement with a compatible substitute material, of extensively deteriorated or missing masonry units, where there are surviving prototypes. Repairs might also include dismantling and rebuilding a masonry wall or structure, if an evaluation of its overall condition determines that more than limited repair or replacement in kind is required.		Repair will be the approach taken.
19	Replacing in kind an irreparable masonry element, based on documentary and physical evidence.	Removing an irreparable masonry element and not replacing it, or replacing it with an inappropriate new element.	N/A
<b>HEALTH, SAFETY AND SECURITY CONSIDERATIONS</b>			
20	Removing hazardous materials from masonry, using the least-invasive abatement methods, and only after adequate testing has been conducted.		Bird dropping will need to be addressed on some areas of the wall.
21	Selecting replacement materials from sustainable sources, where possible. For example, replacing		Possible if source is found for some piecing in of the stone sills.

CATHEDRAL COURTS

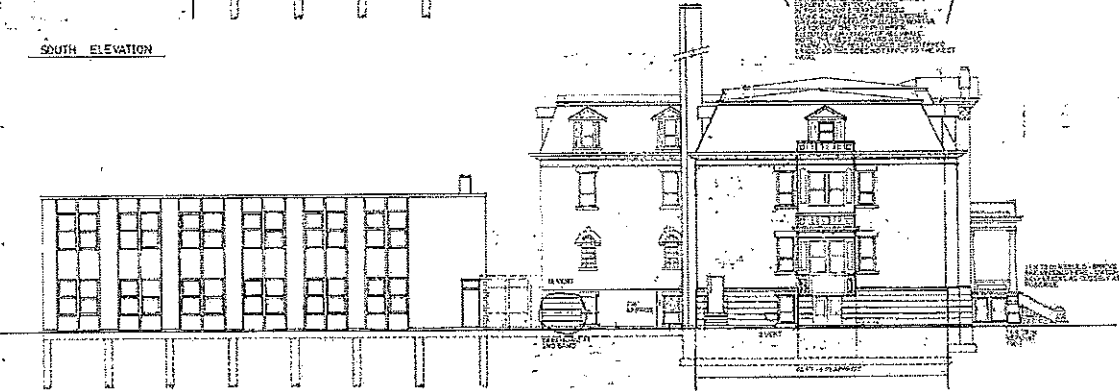
CONSERVATION GUIDELINES

	deteriorated stone units using in-kind stone recovered from a building demolition.		
<b>ADDITIONAL GUIDELINES FOR RESTORATION PROJECTS</b>			
22	Repairing, stabilizing and securing masonry elements from the restoration period, using recognized conservation methods. Repairs should be physically and visually compatible and identifiable on close inspection for future research.	Removing masonry elements from the restoration period that could be stabilized and conserved. Replacing an entire masonry element from the restoration period, when repair and limited replacement of deteriorated or missing parts is possible. Using a substitute material for the replacement that neither conveys the same appearance as the surviving masonry, nor is physically or chemically compatible.	N/A
23	Replacing in kind a masonry element from the restoration period that is too deteriorated to repair, based on documentary and physical evidence. The new work should be well documented and unobtrusively dated to guide future research and treatment.	Removing an irreparable masonry element from the restoration and not replacing it, or replacing it with an inappropriate new element.	N/A

APPENDIX D  
ELEVATION DRAWINGS



SOUTH ELEVATION



EAST ELEVATION

PROJECT  
ACADEMY HOUSING DEVELOPMENT

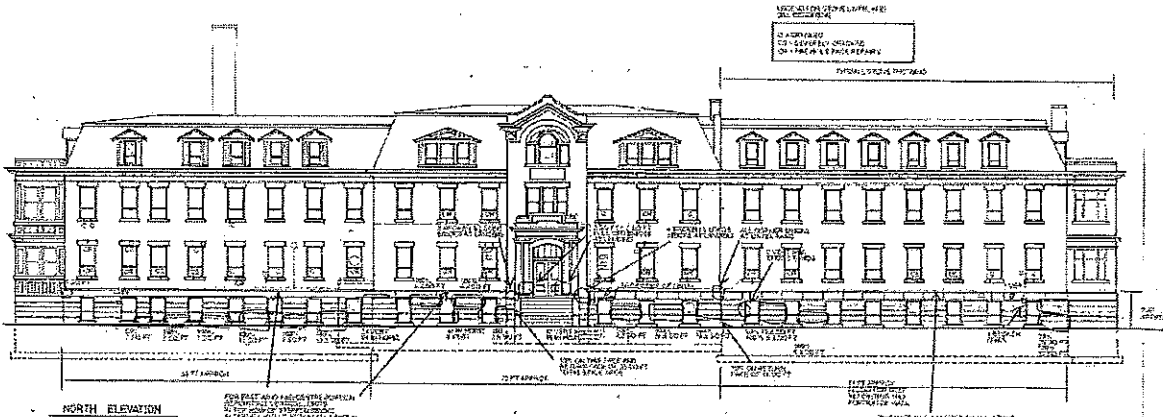
ISSUING  
ELEVATIONS

SEPP Architecture Inc.

A1 ELEVATION

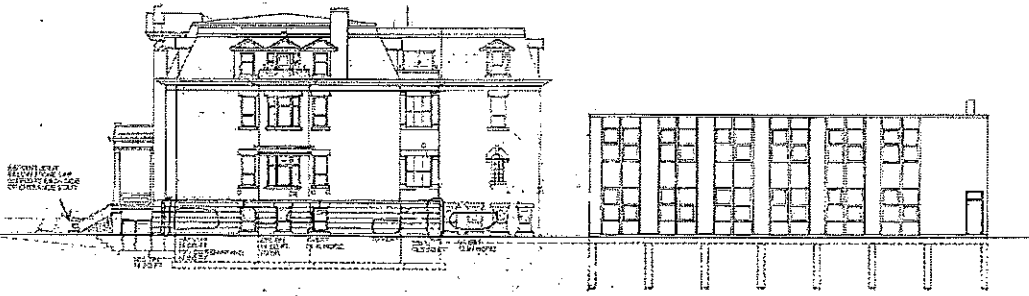


1000 ALLEN DRIVE, WASHINGTON, DC 20001  
 202-462-1111  
 WWW.A22A.COM



NORTH ELEVATION

FOR EAST AND WEST ELEVATIONS  
 1. ALL WALLS TO BE CONCRETE  
 2. ALL WINDOWS TO BE ALUMINUM  
 3. ALL DOORS TO BE WOOD  
 4. ALL FLOORS TO BE CONCRETE  
 5. ALL CEILING TO BE GYPSONUM BOARD  
 6. ALL ROOFING TO BE ASBESTOS FREE  
 7. ALL EXTERIOR FINISHES TO BE ASBESTOS FREE  
 8. ALL INTERIOR FINISHES TO BE ASBESTOS FREE  
 9. ALL MECHANICAL SYSTEMS TO BE ASBESTOS FREE  
 10. ALL ELECTRICAL SYSTEMS TO BE ASBESTOS FREE  
 11. ALL PIPING TO BE ASBESTOS FREE  
 12. ALL INSULATION TO BE ASBESTOS FREE  
 13. ALL GLASS TO BE LEAD FREE  
 14. ALL PAINT TO BE LEAD FREE  
 15. ALL ADHESIVES TO BE LEAD FREE  
 16. ALL FLOORING TO BE LEAD FREE  
 17. ALL CEILING TO BE LEAD FREE  
 18. ALL WALLS TO BE LEAD FREE  
 19. ALL ROOFING TO BE LEAD FREE  
 20. ALL EXTERIOR FINISHES TO BE LEAD FREE  
 21. ALL INTERIOR FINISHES TO BE LEAD FREE  
 22. ALL MECHANICAL SYSTEMS TO BE LEAD FREE  
 23. ALL ELECTRICAL SYSTEMS TO BE LEAD FREE  
 24. ALL PIPING TO BE LEAD FREE  
 25. ALL INSULATION TO BE LEAD FREE



WEST ELEVATION

AGARCHI HOUSING DEVELOPMENT

FOOTING

ELEVATIONS

A22A Architecture Inc.

A2

# CATHEDRAL COURTS

Supplemental Information  
2018-05-24



**SEPW** Architecture Inc.

**Cathedral Courts Conservation Plan Supplement**  
2018-05-24

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## 1. Water Infiltration Through Foundation Wall

### 1.1. Site Investigation

SEPW was on site May 1, 2018 to review damage caused by water infiltration through the south foundation wall into one of the suites. Damage had occurred due to water build up against the south wall with the quick melt of the snow on the ground.

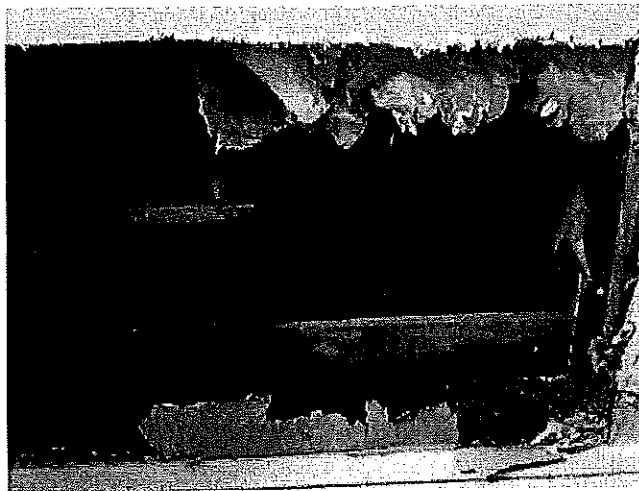
An existing sump pit on the exterior of the building had been thawed out and seasonal pump installed by a maintenance contractor. They were able to drain the standing water away, alleviating the water infiltration into the suite through the masonry foundation wall. There was no water entering the building or standing outside the wall at the time of our visit.

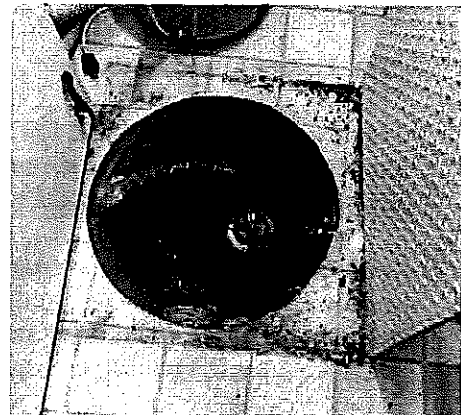
An opening had been created on the inside of the wall through the gypsum board wall finish. The original brick masonry wall was exposed, along with old wood furring, new steel studs, insulation and poly vapour barrier. Moisture levels in the materials was observed to still be high. Repairs to the wall will be completed by Academy Housing Association. Our recommendation is to have a mould abatement or disaster remediation company evaluate the extent of finish removal and replacement to be done.

The area immediately adjacent to the building on the south side is a combination of surfaces. There is a concrete apron running the length of the south wall, immediately next to the exterior wall. Beyond that to the south is rock. The external sump pit had some water at the bottom at the time of our visit. The pump is connected to a hose that runs to the south. Rain water leader extensions (corrugated piping) run across this area also to the south.

The sump and pump have been installed, we believe, to deal with storm water runoff during the summer months.

Water staining on the brick masonry above grade on the south side of the building indicates that the masonry is wicking up moisture from ground level into the walls. There is also evidence of water splash up onto the wall, noticeable on the windows. This is due to there being a concrete apron immediately next to the building.



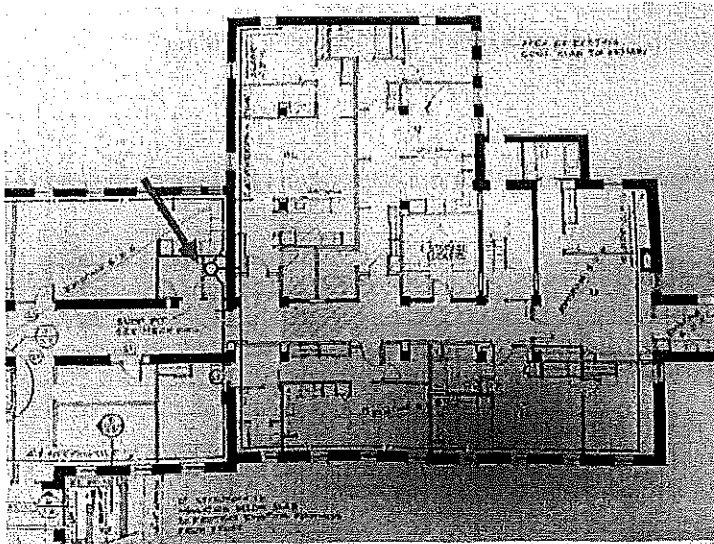


### 1.2. Record Documents

Record drawings from the 1990 condominium conversion project, prepared by Architects in Association, show that there are sump pits in two locations on the south side of the building. One in the mechanical room, that is believed to be under a stack of bagged salt, and one in a small service room farther to the west. The drawings show the sump pumps connected into storm drainage piping running below the floor slab. We observed the one sump pit in the service room, which was dry.

The 1924 drawings and specifications indicate that the bottom of the footing is 4 feet below the lowest floor level slab. This has to be confirmed for the middle portion of the building as there appears to be a conflict between what the 1924 drawings show for those existing foundations and what the 1990 drawings show.

The 1990 drawings show weeping tile on the inside of the foundation wall, below the floor slab. We do not believe there is any weeping tile on the exterior. The sump pit on the interior is very shallow (2 ft) supporting this premise.



### 1.3. Recommendations

Typically dealing with water infiltration below grade requires a combination of site grading, surfacing, waterproofing of the foundation wall below grade and a means of carrying water away from the foundation wall and reducing any build up of water pressure at the wall.

As the problem appears to be limited at this time to the south side of the building where grading is poor, we recommend the following work be done along the south wall between the chapel and the concrete upstand at an entrance door. This essentially covers the 1914 portion wall. It comprises two suites.

The scope of work proposed includes the following:

- Remove concrete apron along building
- Remove (reuse potentially) rock surfacing
- Excavate to footing level (depending on where bottom of the footing is this would be approximately 3 ft below the basement floor level)
- Clean masonry foundation wall and parge smooth with cement parging
- Prime and waterproof with durable membrane such as torch applied modified bitumen SBS waterproofing membrane
- Install 150 diameter (6") weeping tile system surrounded by clear rock and filter fabric
- Insulate over weeping tile system to protect from freezing
- Install dimpled drainage membrane over waterproofing on foundation wall
- Backfill with clay soil

## Cathedral Courts Conservation Plan Supplement

2018-05-24

- Lower grade around building as much as feasible and slope grade away from building to south (may require agreement with City of Regina to adjacent property)
- Provide clean rock boarder and timber boarder at building
- Provide semi-pervious ground cover, sloped away from building (pavers, lawn)
- Deepen existing sump pit in service room (to west) and re-use existing sump pump, storm drain tie in and electrical
- Connect exterior weeping tile into deeper sump pit inside building

### 1.4. Opinion of Cost

Our opinion of cost for the work associated with the waterproofing, weeping tile and site work is as follows:

Sitework Demolition - remove concrete and rock - allowance	\$2,000.00
Excavation	\$1,600.00
Backfill - granular draining	\$600.00
Backfill - native/clay with compaction	\$1,400.00
Shoring/Dewatering	\$2,000.00
Deepen existing sump pit and provide new liner	\$3,000.00
Timber and clear draining rock border	\$1,125.00
Slope site to swale and spill to catchment pond on adjacent property?	\$3,000.00
Reinstate gravel over new slopes	\$800.00
Concrete patio blocks	\$5,000.00
Cleaning and cement parging of masonry below grade	\$3,000.00
Weeping Tile - exterior w/fabric and rock	\$1,375.00
Waterproofing membrane SBS with drain membrane	\$4,400.00
75mm rigid insulation	\$1,500.00
Reuse sump pump + reconnect piping to storm and electrical	\$500.00
Sub-Total	\$31,100.00
General Contractor OH and General Requirements 15%	\$4,665.00
Sub-Total	\$35,765.00
Contingency 15%	\$5,365.00
Sub-Total Costs	\$41,130.00
Estimated fees 12.5%	\$5,140.00
<b>TOTAL ESTIMATED COST</b>	<b>\$46,270.00</b>

### 1.5. Schedule

To prevent the occurrence of water infiltration again next spring we recommend that the waterproofing work be completed during the summer/fall of 2018. This may require special approval by the City if this work qualifies for the Heritage Incentive Grant. The following is our anticipated schedule of events.

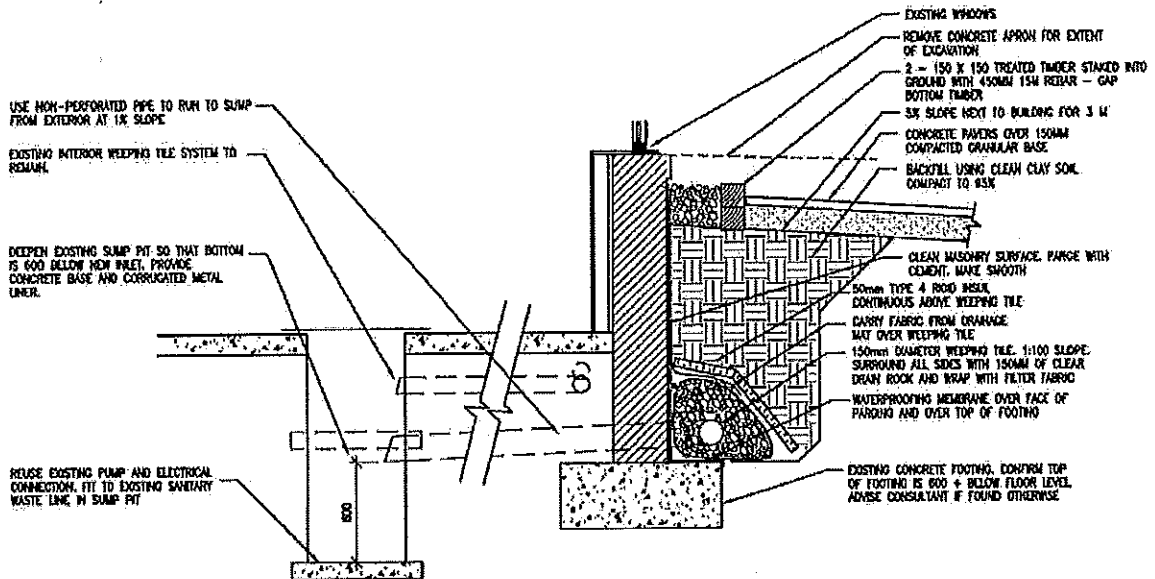
- Preparation of detailed construction documents would take approximately 2 weeks.

- Tendering of this work to invited contractors would take approximately 2 - 3 weeks.
- We anticipate that the work will take approximately 8 to 12 weeks to complete. Ideally, work would commence no later than the beginning of July. Construction could run to late September or mid-October.

To achieve the schedule provided approval to proceed with the detailed design would be needed around the end of May or beginning of June.

### 1.6. Proposed Design

The following sketch illustrates a proposed design for the waterproofing. Site drainage and design will require a topographic survey of the site and adjacent property to design grades and surfaces.





## 2. Wood Window Repairs

### 2.1. Site Investigation

During our visits to the site for the masonry and eave work we noted that the storm window sashes on the chapel wing that need refurbishment. This has been brought to the attention of Academy Housing as an item that should be included with the Heritage Incentive Grant application. Although detailed investigation has not been done, based on photographs taken during our visits there appear to be 11 windows that need painting and putty replaced. The windows are multi-division panes with arched and square tops. There are 7 – 18 lite arched windows (approximately 28" x 66"), 3 – 21 lite rectangular windows (approximately 28" x 72"), and 1 – 24 lite arched window (approximately 28" x 90"). The glass appears to be intact for the most part, with potentially one broken pane on the south wall.

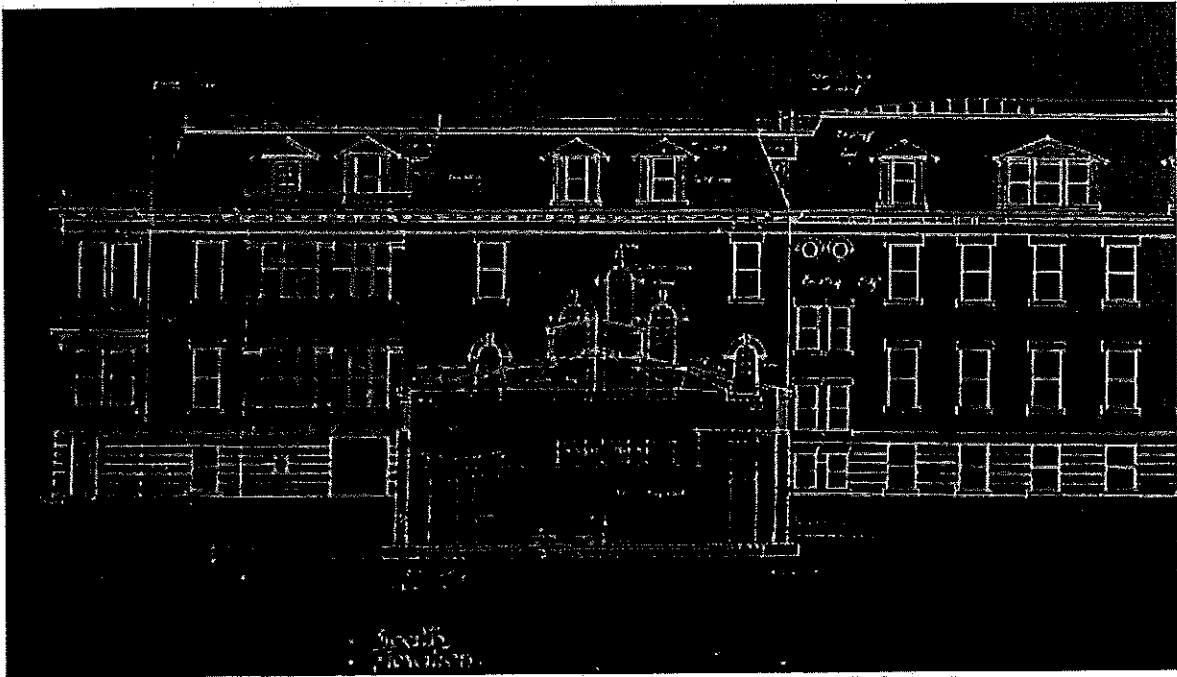
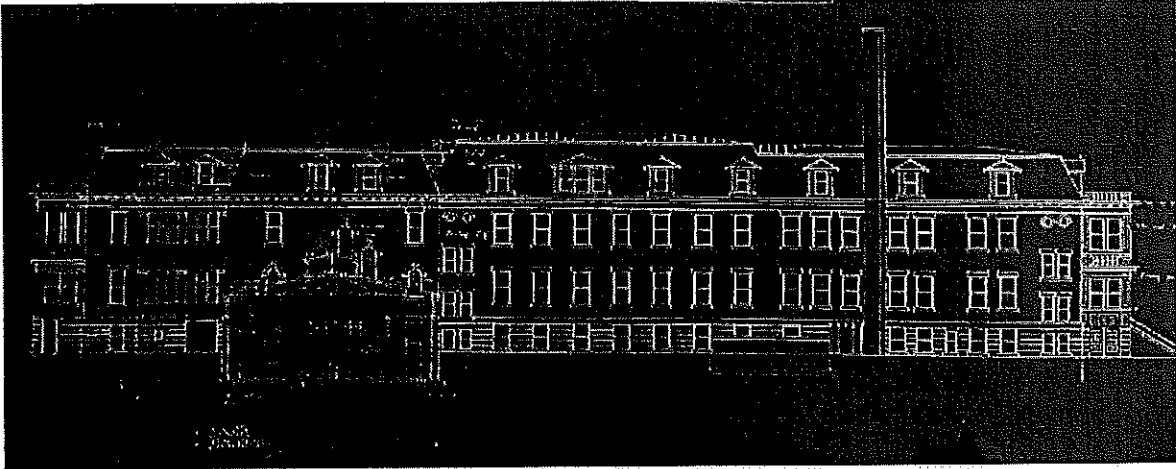
More detailed investigation would need to be done to determine if any wood muntins need replacement, however at this time we anticipate the work entails, removing paint and putty, re-setting glass (if glazing points are missing), reputtying, priming and painting of the windows. Until all the paint is stripped off it is difficult to assess the condition of these windows completely.

We recommend installing a durable foam weatherstripping on the frame prior to re-installing the storm windows. The securement method of the storm sashes is not known at this time, but we expect they are fastened from the exterior as the interior has stained glass windows in the openings.

### 2.2. Record Documents

The 1924 drawings by Puntin show these windows on the elevations. There are some minor deviations between the drawings and what was constructed on the south side of the chapel. The Puntin drawings show the windows slightly smaller and show three windows closer together, whereas the constructed arrangement shows a taller grouping of six windows with a brick panel between the upper and lower windows. The panel has a raised brick cross built in. The tall, central window of the grouping has what appears to be intentionally missing vertical muntins in the uppermost set of lites, which forms a cross pattern in the window. These windows would have been above the gymnasium addition on the south side of the building.

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### 2.3. Recommendations

The wood sash, multi-lite windows on the chapel are few of the remaining existing windows on the building.

Although painting is not covered by the Heritage Incentive grant we think that consideration for funding this portion of the work be covered as it conserves an original defining element of the building.

We recommend conservation work be completed on the windows and frames on the exterior of the building as follows:

- Have paint tested for lead content
- If lead is found to be present in the paint it should be removed using proper methods to prevent breathing or dispersion of the lead containing paint, heat stripping may be the best method, collecting all residue for proper hazardous waste disposal.
- Remove sash from frame
- Remove paint
- Carefully remove existing putty, secure glass if missing glazing points
- Replace cracked panes of glass
- Fill and repair frames using epoxy wood filler and sand smooth; replace any damaged wood muntins; inspect frames for tight joints and resecure joints if necessary
- Prime all wood using approved primer
- Install new putty; prime paint
- Paint windows with two coats of approved finish coating (white colour)
- Re-install windows using non-rusting anchors matching paint colour

### 2.4. Opinion of Cost

Our opinion of cost for the work associated with the work described above is to allow \$1000 per window unit.

Storm sash refurbishment \$1000 per window	\$11,000.00
Lift	\$1,000.00
Sub-Total	\$12,000.00
General Contractor OH and General Requirements 15%	\$1,800.00
Sub-Total	\$13,800.00
Contingency 20%	\$2,760.00
Sub-Total Costs	\$16,560.00
Estimated fees 12.5%	\$2,070.00
<b>TOTAL ESTIMATED COST</b>	<b>\$18,630.00</b>

### 2.5. Schedule

Our opinion is that the windows need to be addressed immediately to prevent further

deterioration or water ingress into the building.

The painting work needs to be done at temperatures well above freezing. The refurbishment work can take place off site indoors. Work should be completed late summer of early fall 2018.

### 3. Chimney Repairs - Update

Further to our initial report dated March 30, 2018, we have found out some additional information that impacts our approach to the chimney repair work. The mechanical contractor advises us that as per the Natural Gas Code the chimney needs to be 15.25 metres (50') above the breeching in the basement mechanical room. This means that the chimney can be lowered by approximately 4 metres (13'). This leaves significantly more chimney standing than originally thought.

Working within a reasonable budget to complete stabilization and repointing work on the chimney we have looked at pinning or placing steel belts around the chimney, and deep repointing the outer face brick. The structural engineer has provided a brief description of findings and suggested means of repair work, as per the following:

The details of the brick chimney stack construction, including the interior liner, are unknown at this time. The brick and mortar construction appears to have deteriorated. The deterioration is probably due to a number of issues:

- general freeze-thaw damage due to normal weather exposure
- general thermal expansion / contraction due to normal weather, as well as operation of the boiler / chimney gas,
- flue gas near the top cooling, infiltration, condensation, freeze-thaw effects
- leakage from within the length of the flue liner / chimney, resulting in flue gas infiltration, condensation, freeze-thaw effects

Flue gas leakage (condensation) was visible along the height of the chimney, as well as moisture on the exterior surface of the bricks. Brickwork appears to be displaced along the height of the chimney.

It is proposed to remove the existing deteriorated chimney liner and replace it with new full height rated chimney flue. The brickwork would then be repaired.

Assuming the new chimney does not have to be as high as the existing, from a structural perspective, it would be beneficial to remove the upper portion of the brickwork no longer required. The deterioration is most pronounced in the upper sections. There would be less wind exposure area, and thus less vertical and lateral loading on the brick chimney construction. There would be less area required to replace / repoint / reinforce.

Attached are a few conceptual sketches for consideration. There were several assumptions noted in developing the sketches. Materials and finish of materials will need to be reviewed. Stainless steel offers the most protection to the elements. Galvanized or epoxy coated would be next, but

all damaged surfaces need to be repaired or the corrosion concentrates at the point of the imperfection. Rusting surfaces will stain the brick. It may be preferable to match the color / finish / profile to be as least visible as possible.

The reinforcing could be installed in pair, staggered vertically and rotated. It would be prudent to tie the chimney back to the roof.

#### 4. First Priority/Budget/Schedule

The following priority work has been modified from that identified in our Conservation Plan (dated 2018-03-30). The work listed below will be considered to meet the cost limit established by Academy Housing Association. It is anticipated that the most critical work of this package be undertaken in the summer/fall 2018.

The packages of work are:

- Tree removals
- Masonry repointing (north and west facades) and stone repairs (most critical)
- Chimney repairs
- Foundation waterproofing (partial)
- Wood window repairs
- Lighting energy efficiency upgrades

The chimney work needs to be coordinated with the installation of a new chimney flu liner that needs to be completed prior to the beginning of the next heating season. As identified in our Conservation Plan, the chimney has experienced constant wetting of the masonry due to outward movement of moist combustion air from a deteriorated chimney flue liner. This has weakened the mortar of the face brick. We are recommending a reduction in the overall height of the chimney to reduce the amount of remediation necessary and improve access for future repairs. To work within the budget allocated for all the conservation work we have revised our recommendations from re-building the chimney above the cornice level, to stabilizing it using through-rods or strapping and deep repointing of the face brick. Lowering the height also reduces the wind load that the chimney is subject to.

The excavation and waterproofing work was not identified in the original Conservation Plan. This work is important to prevent deterioration to the masonry foundation and to provide proper water infiltration mitigation to meet Section 5.7.3.2 of the National Building Code. It has been brought forward in this Supplement due to water infiltration that occurred this spring thaw. This work along the south wall is seasonal work is considered critical, as temperature conditions must be right for installing the parging and waterproofing. The backfill material cannot be frozen as it needs to be compacted to prevent settling. This work needs to be completed to prevent water another occurrence of water infiltration, similar to that experienced this spring thaw.

Depending on timing of receiving notice that the Heritage Incentive Grant package has been approved, some of the masonry work is likely to get pushed into the spring/summer 2019. This will be to satisfy the environmental requirements for the installation and curing of the mortar.

## Cathedral Courts Conservation Plan Supplement

2018-05-24

Work to the wood windows of the Chapel has been added in this Supplement, as it was found that the condition of these windows warrants immediate work to make them watertight and preserve them, so they may remain part of the heritage character of the building.

### Tree Removals (Priority 1)

Tree removal 2 on north side 1 on east side	\$6,000.00
Minimal regrading localized to immediate tree removal locations	2,000.00
Sub-Total	\$8,000.00
General Contractor OH and General Requirements 15%	\$1,200.00
Sub-Total	\$9,200.00
Contingency 15%	\$1,380.00
Sub-Total Costs	\$10,580.00
Estimated fees 12.5%	\$1,322.00
<b>TOTAL ESTIMATED COST</b>	<b>\$11,902.00</b>

### Masonry Repointing and Stone Repairs (Priority 1)

Repointing and brick replace North and West	\$51,000.00
Sill and lintel repair all sides based on severity (to fit budget)	\$24,000.00
Sub-Total	\$75,000.00
General Contractor OH and General Requirements 15%	\$11,250.00
Sub-Total	\$86,250.00
Contingency 15%	\$12,937.00
Sub-Total Costs	\$99,187.00
Estimated fees 12.5%	\$12,398.00
<b>TOTAL ESTIMATED COST</b>	<b>\$111,585.00</b>

### Chimney Repairs (Priority 1)

Remove upper 13 feet of chimney (salvage good bricks)	\$11,275.00
Repointing all except lower 22 feet (includes scaffold)	\$46,200.00
Through-rod pinning or strapping	\$8,000.00
Sub-Total	\$65,475.00
General Contractor OH and General Requirements 15%	\$9,820.00
Sub-Total	\$75,295.00
Contingency 15%	\$11,294.00
Sub-Total Costs	\$86,589.00
Estimated fees 12.5%	\$10,824.00
<b>TOTAL ESTIMATED COST</b>	<b>\$97,413.00</b>

### Foundation Waterproofing – Partial (Priority 1)

Sitework Demolition - remove concrete and rock - allowance	\$2,000.00
Excavation	\$1,600.00
Backfill - granular draining	\$600.00
Backfill - native/clay with compaction	\$1,400.00
Shoring/Dewatering	\$2,000.00
Deepen existing sump pit and provide new liner	\$3,000.00
Timber and clear draining rock border	\$1,125.00
Slope site to swale and spill to catchment pond on adjacent property (City of Regina approval required)	\$3,000.00
Reinstate gravel over new slopes	\$600.00
Concrete patio blocks	\$5,000.00
Cleaning and cement parging of masonry below grade	\$3,000.00
Weeping Tile - exterior w/fabric and rock	\$1,375.00
Waterproofing membrane SBS with drain membrane	\$4,400.00
75mm rigid insulation	\$1,500.00
Reuse sump pump + reconnect piping to storm and electrical	\$500.00
<b>Sub-Total</b>	<b>\$31,100.00</b>
General Contractor OH and General Requirements 15%	\$4,665.00
<b>Sub-Total</b>	<b>\$35,765.00</b>
Contingency 15%	\$5,365.00
<b>Sub-Total Costs</b>	<b>\$41,130.00</b>
Estimated fees 12.5%	\$5,140.00
<b>TOTAL ESTIMATED COST</b>	<b>\$46,270.00</b>

### Wood Window Repairs (Priority 1)

Storm sash refurbishment \$1000 per window	\$11,000.00
Lift	\$1,000.00
<b>Sub-Total</b>	<b>\$12,000.00</b>
General Contractor OH and General Requirements 15%	\$1,800.00
<b>Sub-Total</b>	<b>\$13,800.00</b>
Contingency 20%	\$2,760.00
<b>Sub-Total Costs</b>	<b>\$16,560.00</b>
Estimated fees 12.5%	\$2,070.00
<b>TOTAL ESTIMATED COST</b>	<b>\$18,630.00</b>



### Lighting Energy Efficiency Upgrades (Priority 1)

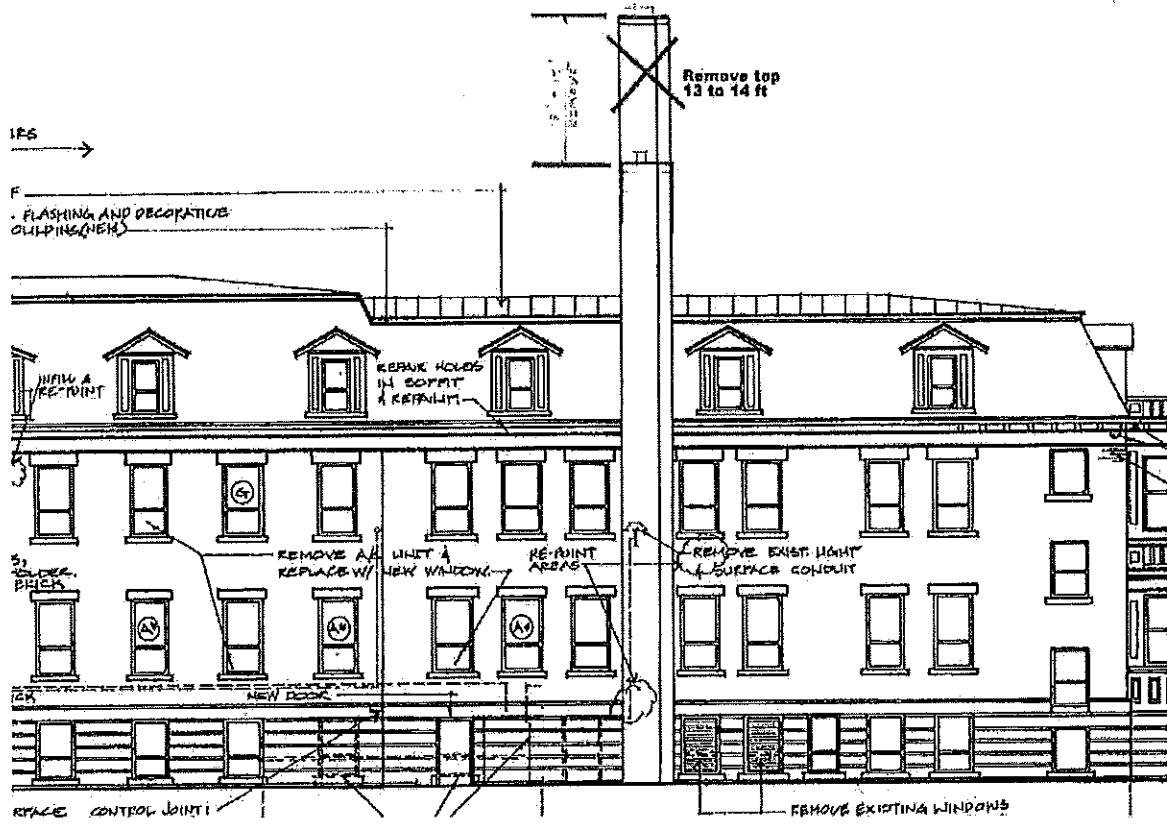
Quote from Walters Industrial	\$22,642.80
GST/PST	\$2,490.60
Sub-Total	\$25,133.50
Contingency 10+%	\$2,866.50
Sub-Total Costs	\$28,000.00
Estimated fees N/A	\$0.00
<b>TOTAL ESTIMATED COST</b>	<b>\$28,000.00</b>

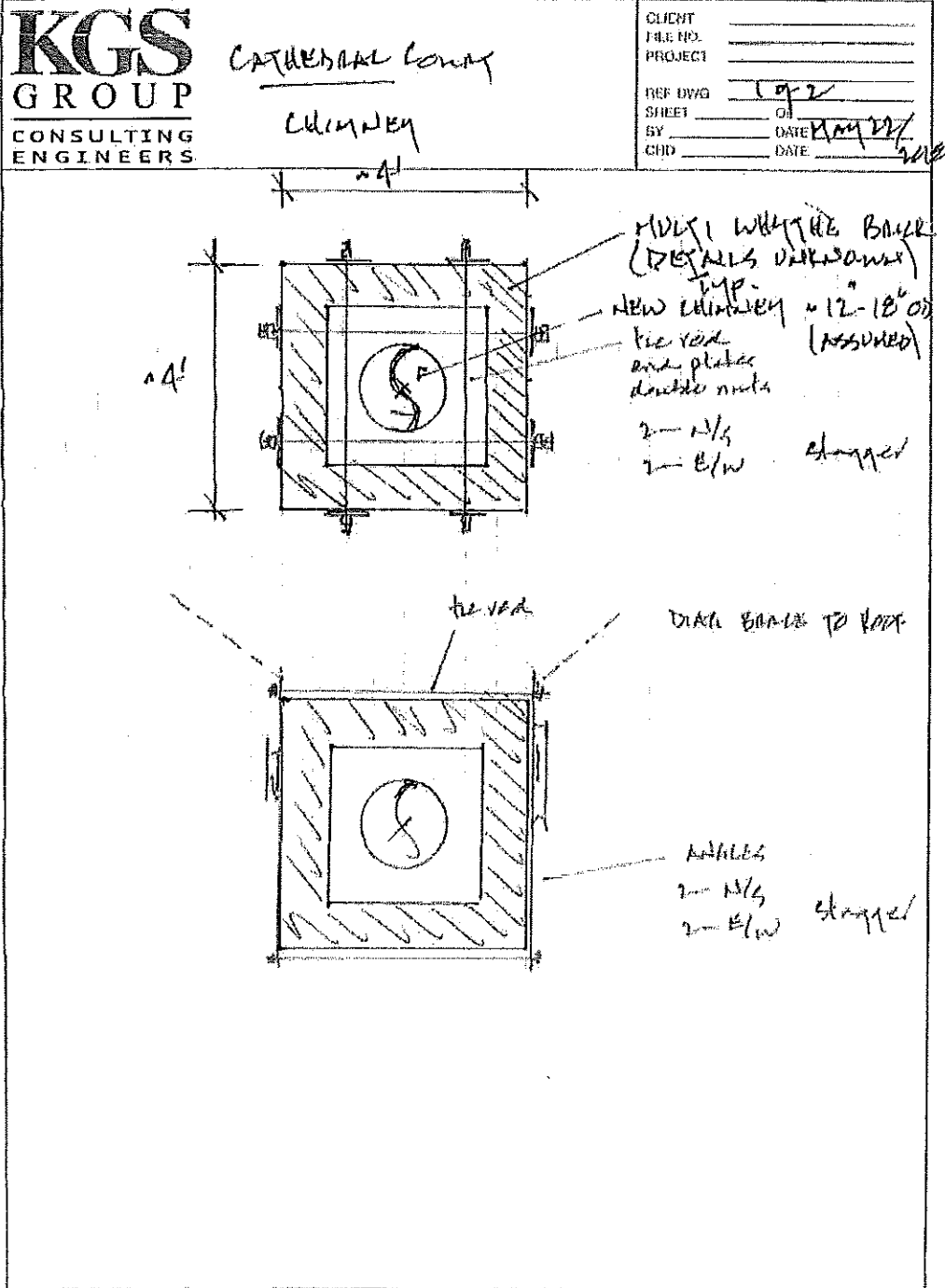
### Summary (Priority 1)

Tree removals	\$13,770.00
Masonry repointing and stone repairs - partial	\$116,440.00
Chimney repairs	\$101,650.00
Foundation waterproofing - partial	\$48,280.00
Wood window repairs	\$18,630.00
Lighting energy efficiency upgrades	\$28,000.00
<b>TOTAL ESTIMATED COST</b>	<b>\$313,800.00</b>

The client cost limit has been established at \$270,000. This means that some cost-saving measures are still required on the current Priority 1 work. The current cost estimate contains a 15% contingency. This equates to \$36,600, bringing the total closer to the cost limit established. Working with the General Contractor we can determine where further cost-saving measures may be obtained. If this is not possible or practical to do given the scope of work identified, then we will have to determine if some of the work identified can be deferred.

Cathedral Courts Conservation Plan Supplement  
2018-05-24





### 3. Chimney Repairs - (Revised Update)

Further to our initial report dated March 30, 2018, we have found out some additional information that impacts our approach to the chimney repair work. The mechanical contractor advises us that as per the Natural Gas Code the chimney needs to be 15.25 metres (50') above the breeching in the basement mechanical room. This means that the chimney can be lowered by approximately 4 metres (13'). This leaves significantly more chimney standing than originally thought.

Working within a reasonable budget to complete stabilization and repointing work on the chimney we have looked at pinning or placing steel belts around the chimney, and deep repointing the outer face brick. The structural engineer has provided a brief description of findings and suggested means of repair work, as per the following:

The details of the brick chimney stack construction, including the interior liner, are unknown at this time. The brick and mortar construction appears to have deteriorated. The deterioration is probably due to a number of issues:

- general freeze-thaw damage due to normal weather exposure
- general thermal expansion / contraction due to normal weather, as well as operation of the boiler / chimney gas,
- flue gas near the top cooling, infiltration, condensation, freeze-thaw effects
- leakage from within the length of the flue liner / chimney, resulting in flue gas infiltration, condensation, freeze-thaw effects

Flue gas leakage (condensation) was visible along the height of the chimney, as well as moisture on the exterior surface of the bricks. Brickwork appears to be displaced along the height of the chimney.

It is proposed to remove the existing deteriorated chimney liner and replace it with new full height rated chimney flue. The brickwork would then be repaired. (*The chimney liner cost has been added to the cost summary below.*)

Assuming the new chimney does not have to be as high as the existing, from a structural perspective, it would be beneficial to remove the upper portion of the brickwork no longer required. The deterioration is most pronounced in the upper sections. There would be less wind exposure area, and thus less vertical and lateral loading on the brick chimney construction. There would be less area required to replace / repoint / reinforce.

Attached are a few conceptual sketches for consideration. There were several assumptions noted in developing the sketches. Materials and finish of materials will need to be reviewed. Stainless steel offers the most protection to the elements. Galvanized or epoxy coated would be next, but all damaged surfaces need to be repaired or the corrosion concentrates at the point of the imperfection. Rusting surfaces will stain the brick. It may be preferable to match the color / finish / profile to be as least visible as possible.

## Cathedral Courts Conservation Plan Amendment 1

2018-08-22

The reinforcing could be installed in pair, staggered vertically and rotated. It would be prudent to tie the chimney back to the roof.

**Note:** *The chimney liner replacement has been added to the cost summary below. The cost is based on a quote from Walters Mechanical for removal of the deteriorated liner and replacement with a Class B chimney liner. We have included the applicable taxes in the quote.*

*The Heritage Incentive Policy objectives include "... upgrading of designated heritage properties to ensure their long-term conservation, extend their effective life and/or to ensure their structural integrity." The chimney liner is required to prevent further deterioration of the brick masonry chimney due to escaping combustion gases.*

*Eligible Work, as described in the Heritage Incentive Policy, includes "Improvements required to meet National Building Code (NBC) or City of Regina bylaw requirements, including the repair or upgrading of mechanical and electrical systems." The repair of the mechanical system in this case includes the vital component of the chimney flue, which is part of the heating system in the building. The following Codes and Standards refer to chimney liners being required.*

*NBC Article 6.3.3.2.2) Masonry or concrete chimneys ... shall be designed and installed in conformance with the appropriate requirements in NFPA 211...*

*NFPA 211 – Article 7.2.2.1 Masonry chimneys shall be lined.*

*CSA B149.1 – Article 8.12.10 A metal chimney liner shall provide a continuous lining from the base inside the space where the appliance is located to the top of the masonry chimney flue, and it shall comply with the requirements of ULC S635. It shall be installed in accordance with the manufacturer's instructions.*

### Chimney Repairs (Priority 1) revised

Replace chimney liner with Class B vent	\$10,361.85
Remove upper 13 feet of chimney (salvage good bricks)	\$11,275.00
Repointing all except lower 22 feet (includes scaffold)	\$46,200.00
Through-rod pinning or strapping	\$8,000.00
Sub-Total	\$65,475.00
General Contractor OH and General Requirements 15%	\$9,820.00
Sub-Total	\$85,656.85
Contingency 15%	\$12,848.53
Sub-Total Costs	\$98,505.38
Estimated fees 12.5%	\$12,313.17
<b>TOTAL ESTIMATED COST</b>	<b>\$110,818.55</b>

## Summary (Priority 1)

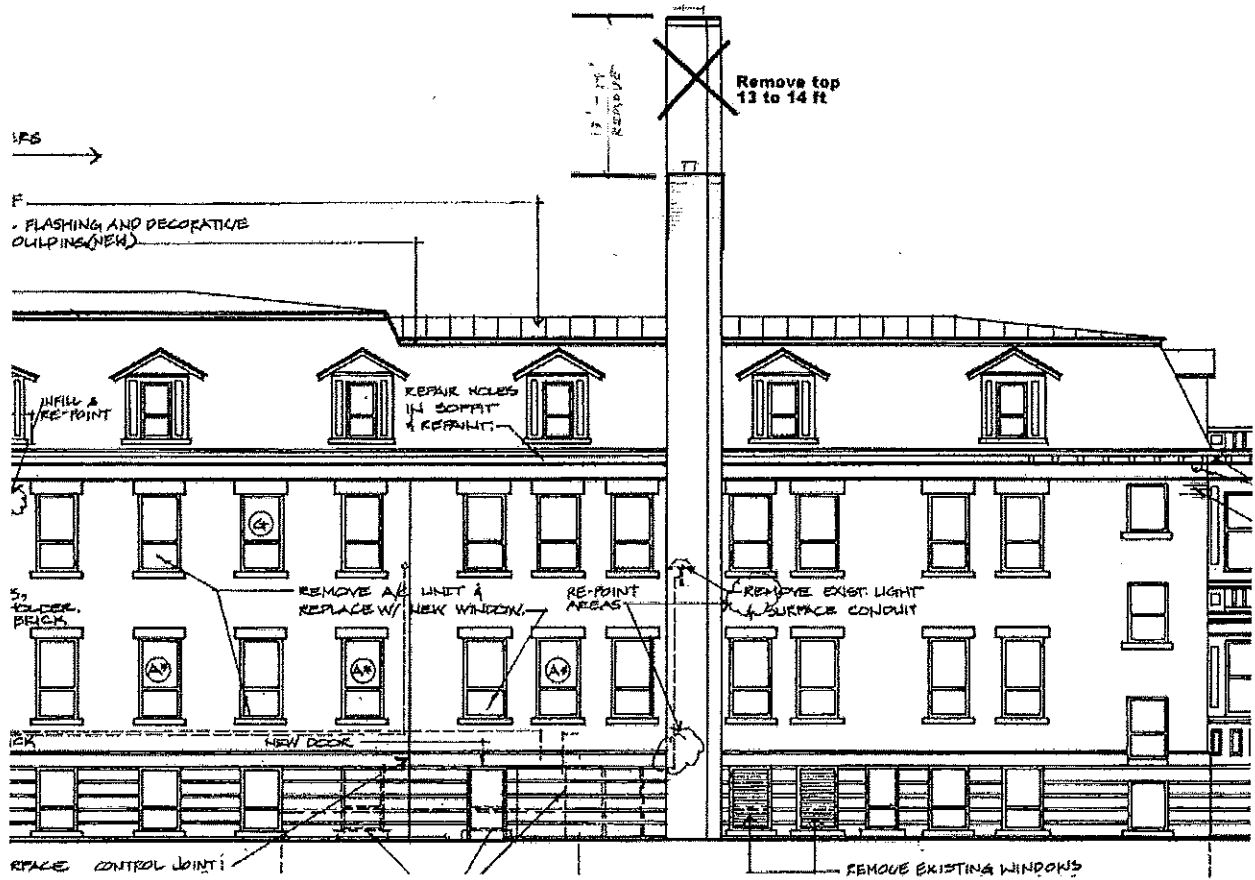
Tree removals	\$11,902.00
Masonry repointing and stone repairs - partial	\$111,585.00
Chimney repairs	\$110,818.55
Foundation waterproofing – partial	\$46,270.00
Wood window repairs	\$18,630.00
Lighting energy efficiency upgrades	\$28,000.00
<b>TOTAL ESTIMATED COST</b>	<b>\$327,205.55</b>

Consulting Services related to Conservation Plan	\$8,388.50
Consulting Services related to Water Infiltration Study	\$1,500.00
Sub-total	\$9,888.50
GST (PST not applicable this phase of work)	\$494.43
<b>TOTAL FEE FOR PREPARATION OF SUBMISSION</b>	<b>\$10,382.93</b>

The client cost limit has been established at \$270,000. This means that some cost-saving measures are still required on the current Priority 1 work. The current cost estimate contains a 15% contingency. Working with the General Contractor we can determine where further cost-saving measures may be obtained. If this is not possible or practical to do given the scope of work identified, then we will have to determine if some of the work identified can be deferred.

*As discussed with the City, the Foundation Waterproofing work may be scaled back initially to save money. The work would include mud-jacking to fill voids below the existing concrete apron, re-grading of site south of the building to ensure there is a positive slope away from the building, and adjustment of some rain water leaders to direct water away from the area prone to water infiltration.*

Cathedral Courts Conservation Plan Amendment 1  
2018-08-22



**KGS**  
**GROUP**  
 CONSULTING  
 ENGINEERS

CATHEDRAL COURTS  
 CHIMNEY

CLIENT \_\_\_\_\_  
 FILE NO. \_\_\_\_\_  
 PROJECT \_\_\_\_\_  
 REF. DWG. 1 of 2  
 SHEET 01  
 BY DATE MAY 22/18  
 CHD DATE \_\_\_\_\_

