



# **Bylaw No. 2024-2**

## **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. 2024-2

THE LEAD AFFORDABLE ACCESS MUNICIPAL PROPERTY TAX DEFERRAL PROGRAM BYLAW, 2024

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

**Purpose**

1 The purpose of this Bylaw is to provide City Council approval of tax deferrals for taxpayers who applied for and meet the eligibility requirements of the Affordable Access Program for lead service connection replacement as set out in Bylaw 8942, being *The Regina Water Bylaw*.

**Authority**

2 The authority for this Bylaw is subsection 244(1) and clause 244(2)(e)(ii) of *The Cities Act* as City Council is approving of tax deferrals that are, in Council’s opinion, in the best interests of the community and are as a result of a policy or program passed in Bylaw 8942, being *The Regina Water Bylaw*, for which public notice was provided when the applicable amendments to that Bylaw were passed.

**Definitions**

3 Any terms used in this Bylaw shall have the same definitions as Bylaw 8942 being *The Regina Water Bylaw*.

**Tax Deferral**

4 Subject to the terms of Bylaw 8942 being *The Regina Water Bylaw*, the following property in Regina is provided with a property tax deferral which allows the postponement of the payments specified below of the portion of the municipal property taxes relating to lead service connection replacement until the conditions for repayment are met as specified in Bylaw 8942:

(a) \$9,990.00 (which includes taxes and excludes \$240.00 Administration fee, which has already been paid) for the property located at 1009 Garnet Street and legally described as:

Lot: 35  
Block: 91  
Plan: 101180393 Ext 2

-and-

Lot: 3

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

City Solicitor

Block: 91  
Plan: OLD33 Ext 3

- (b) \$4,995.00 (which includes taxes and excludes \$240.00 Administration fee, which has already been paid) for the property located at 1575 Retallack Street and legally described as:

Lot: 27  
Block: 236  
Plan: OLD33 Ext 0

- (c) \$9,900.00 (which includes taxes and excludes \$240.00 Administration fee, which has already been paid) for the property located at 2242 Quebec Street and legally described as:

Lot: 32  
Block: 420  
Plan: 101247263 Ext 52

- (d) \$4,400.00 (which includes taxes and excludes \$240.00 Administration fee, which has already been paid) for the property located at 2261 Robinson Street and legally described as:

Lot: 26  
Block: 437  
Plan: 98RA28311 Ext 0

- (e) \$5,550.00 (which includes taxes and excludes \$240.00 Administration fee, which has already been paid) for property located at 2303 Robinson Street and legal described as:

Lot: 20  
Block: 452  
Plan: 98RA28311  
Subdivision: Old 33

- (f) \$5,550.00 (which includes taxes and excludes \$240.00 Administration fee, which has already been paid) for property located at 2311 Robinson Street and legal described as:

Lot: 22  
Block: 452  
Plan: 98RA28311  
Subdivision: Old 33

- (g) \$9,990.00 (which includes taxes and excludes \$240.00 Administration fee, which has already been paid) for property located at 2457 Wallace Street and legal described as:

Lot: 46  
Block: 15  
Plan: 101315472 Ext 6

-and-

Lot: 29  
Block: 15  
Plan: U2439 Ext 5

- (h) \$8,658.00 (which includes taxes and excludes \$240.00 Administration fee, which has already been paid) for property located at 2923 15<sup>th</sup> Avenue and legal described as:

Lot: 20  
Block: 452  
Plan: 98RA28311 Ext 0

- (i) \$4,440.00 (which includes taxes and excludes \$240.00 Administration fee, which has already been paid) for property located at 3045 Angus Street and legal described as:

Lot: 13  
Block: 600  
Plan: 101227777 Ext 41

- (j) \$5,638.80 (which includes taxes and excludes \$240.00 Administration fee, which has already been paid) for property located at 2325 Lindsay Street and legal described as:

Lot: 51  
Block: 76  
Plan: 101202444 Ext 24

-and-

Lot: 7  
Block: 76  
Plan: DV270 Ext 0



- 5 The tax deferrals in section 4 provide for annual deferrals of one fifth of the amount listed in those sections.
- 6 The tax deferral in clause 4(a) shall:
- (a) be governed by the terms of Bylaw 8942, being *The Regina Water Bylaw*, and the form of Privately Owned Lead Service Connection Replacement Agreement attached hereto as Schedule “A”;
  - (b) include only a deferral of municipal taxes as defined in Bylaw 8942, being *The Regina Water Bylaw*, and the form of Lead Service Connection Replacement Program Agreements; and
  - (c) not include special taxes, local improvement levies, public utility charges, development fees or other such charges imposed by the City or other taxing authority.
- 7 The tax deferral in clause 4(b) shall:
- (a) be governed by the terms of Bylaw 8942, being *The Regina Water Bylaw*, and the form of Privately Owned Lead Service Connection Replacement Agreement attached hereto as Schedule “B”;
  - (b) include only a deferral of municipal taxes as defined in Bylaw 8942, being *The Regina Water Bylaw*, and the form of Lead Service Connection Replacement Program Agreements; and
  - (c) not include special taxes, local improvement levies, public utility charges, development fees or other such charges imposed by the City or other taxing authority.
- 8 The tax deferral in clause 4(c) shall:
- (a) be governed by the terms of Bylaw 8942, being *The Regina Water Bylaw*, and the form of Privately Owned Lead Service Connection Replacement Agreement attached hereto as Schedule “C”;
  - (b) include only a deferral of municipal taxes as defined in Bylaw 8942, being *The Regina Water Bylaw*, and the form of Lead Service Connection Replacement Program Agreements; and

- (c) not include special taxes, local improvement levies, public utility charges, development fees or other such charges imposed by the City or other taxing authority.

9 The tax deferral in clause 4(d) shall:

- (a) be governed by the terms of Bylaw 8942, being *The Regina Water Bylaw*, and the form of Privately Owned Lead Service Connection Replacement Agreement attached hereto as Schedule “D”;
- (b) include only a deferral of municipal taxes as defined in Bylaw 8942, being *The Regina Water Bylaw*, and the form of Lead Service Connection Replacement Program Agreements; and
- (c) not include special taxes, local improvement levies, public utility charges, development fees or other such charges imposed by the City or other taxing authority.

10 The tax deferral in clause 4(e) shall:

- (a) be governed by the terms of Bylaw 8942, being *The Regina Water Bylaw*, and the form of Privately Owned Lead Service Connection Replacement Agreement attached hereto as Schedule “E”;
- (b) include only a deferral of municipal taxes as defined in Bylaw 8942, being *The Regina Water Bylaw*, and the form of Lead Service Connection Replacement Program Agreements; and
- (c) not include special taxes, local improvement levies, public utility charges, development fees or other such charges imposed by the City or other taxing authority.

11 The tax deferral in clause 4(f) shall:

- (a) be governed by the terms of Bylaw 8942, being *The Regina Water Bylaw*, and the form of Privately Owned Lead Service Connection Replacement Agreement attached hereto as Schedule “F”;
- (b) include only a deferral of municipal taxes as defined in Bylaw 8942, being *The Regina Water Bylaw*, and the form of Lead Service Connection Replacement Program Agreements; and

- (c) not include special taxes, local improvement levies, public utility charges, development fees or other such charges imposed by the City or other taxing authority.

12 The tax deferral in clause 4(g) shall:

- (a) be governed by the terms of Bylaw 8942, being *The Regina Water Bylaw*, and the form of Privately Owned Lead Service Connection Replacement Agreement attached hereto as Schedule “G”;
- (b) include only a deferral of municipal taxes as defined in Bylaw 8942, being *The Regina Water Bylaw*, and the form of Lead Service Connection Replacement Program Agreements; and
- (c) not include special taxes, local improvement levies, public utility charges, development fees or other such charges imposed by the City or other taxing authority.

13 The tax deferral in clause 4(h) shall:

- (a) be governed by the terms of Bylaw 8942, being *The Regina Water Bylaw*, and the form of Privately Owned Lead Service Connection Replacement Agreement attached hereto as Schedule “H”;
- (b) include only a deferral of municipal taxes as defined in Bylaw 8942, being *The Regina Water Bylaw*, and the form of Lead Service Connection Replacement Program Agreements; and
- (c) not include special taxes, local improvement levies, public utility charges, development fees or other such charges imposed by the City or other taxing authority.

14 The tax deferral in clause 4(i) shall:

- (a) be governed by the terms of Bylaw 8942, being *The Regina Water Bylaw*, and the form of Privately Owned Lead Service Connection Replacement Agreement attached hereto as Schedule “I”;
- (b) include only a deferral of municipal taxes as defined in Bylaw 8942, being *The Regina Water Bylaw*, and the form of Lead Service Connection Replacement Program Agreements; and

- (c) not include special taxes, local improvement levies, public utility charges, development fees or other such charges imposed by the City or other taxing authority.

15 The tax deferral in clause 4(J) shall:

- (a) be governed by the terms of Bylaw 8942, being *The Regina Water Bylaw*, and the form of Privately Owned Lead Service Connection Replacement Agreement attached hereto as Schedule “J”;
- (b) include only a deferral of municipal taxes as defined in Bylaw 8942, being *The Regina Water Bylaw*, and the form of Lead Service Connection Replacement Program Agreements; and
- (c) not include special taxes, local improvement levies, public utility charges, development fees or other such charges imposed by the City or other taxing authority.

16 The City Clerk is authorized to sign and seal the agreements referred to in section 4 on behalf of the City of Regina

17 This Bylaw comes into force January 31, 2024.

READ A FIRST TIME THIS 31<sup>st</sup> DAY OF January 2024.

READ A SECOND TIME THIS 31<sup>st</sup> DAY OF January 2024.

READ A THIRD TIME AND PASSED THIS 31<sup>st</sup> DAY OF January 2024.

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Mayor  
Sandra Masters

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City Clerk (SEAL)  
Jim Nicol

CERTIFIED A TRUE COPY

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City Clerk

Schedule “A”

**Lead Service Connection Replacement Program Agreement  
(Public/Private/ 5 Year Equalized Payment Plan)**


Dated for reference <insert date>

Between:

**THE CITY OF REGINA**

a municipal corporation in The Province of Saskatchewan (“the City”)

-and-

  
of the City of Regina,  
in the Province of Saskatchewan (“the Owner”)

**WHEREAS**

The Property Owner is the registered owner of the property legally described as the Property”:

Civic Address: 1009 GARNET STREET, REGINA, SASKATCHEWAN  
Block: 91, Lot: 35, Plan: 101180393, Subdivision: OLD 33

-and-

Civic Address: 1009 GARNET STREET, REGINA, SASKATCHEWAN  
Block: 91, Lot: 3, Plan: OLD33, Subdivision: OLD 33

Terms in this Agreement shall have the same meaning as such words in *The Regina Water Bylaw*, Bylaw No. 8942 (the “Bylaw”) whether capitalized or not capitalized;

The City is replacing the city side lead service connection from the main to the property line including a new curb stop.

The Property Owner has a lead service connection on the private side of the Property’s property line that the City requires to be replaced right up to the water meter in the Property.

The Property Owner has chosen not to pay the Contractor directly, but has chosen to use the payment deferral option for equalized payment described below;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and promises hereinafter contained, and for other good and valuable consideration now paid and delivered by each party to the other, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the City and the Consultant each agree with the other as follows:

**General**

1. The Property Owner acknowledges and agrees that they have a lead service connection of the Property that they want or that the City requires to be replaced right up to the water meter in the Property pursuant to section 19.1 of the Bylaw.
2. The Parties acknowledge and agree that the sewer service connection from the sewer main to the property line may be replaced at the same time as a replacement of the lead service connection, at the City's sole discretion.
3. The Property Owner shall be responsible for the cost to replace the lead service connection on the Property from the Property line to the water meter as well as private side sewer line replacement (the "Work") to a maximum of \$10,000.00 as shown in Schedule "A" to this Agreement.
4. The Parties acknowledge and agree that the Work does not include any in-home restoration services, or any costs associated therewith other than repair of any holes made by the Contractor to the Property's foundation and/or concrete floor.
5. The Property Owner agrees to use the City approved licensed water and sewer contractor (the "Contractor") to do the Work and to permit the Contractor to enter onto the Property for the purpose of carrying out the Work.
6. The Property Owner shall pay for the portion of Work from the Property-line to the water meter (including applicable taxes) to a cost of \$9,840 plus tax (the "Amount Due"), which amount shall not exceed \$10,000.00, in the manner set out in in section 9 of this Agreement;
7. The Amount Due shall include the administration fee of \$240.00. This fee must be paid upfront in order to enter into this 5 year equalization payment plan Agreement.

**Payment Deferral Period**

8. The Property Owner selects a five (5) year equalized payment plan which consists of five (5) equalized repayments for the Work, which shall be paid annually or the annual payment may be paid through the City's Tax Installment Payment Plan (TIPPS) if the Property Owner chooses.

**Payment to Contractor**

9. The City shall pay the Contractor the Amount Due on behalf of the Property Owner, and the Property Owner acknowledges and agrees that the Property Owner shall reimburse the City for such Amount Due.

**Property Owner to Reimburse City for Amount Due**

10. The Property Owner agrees that the Property Owner will reimburse the City for the total Amount Due paid by the City to the Contractor on the Property Owner's behalf over a 5 year deferral period.
11. In consideration of the Work and services supplied by the Contractor, the Property Owner

understands and agrees that upon the Property Owner providing the signed original copy of this Agreement to the Contractor, along with a signed copy of the Contractor's invoice indicating that the Work has been completed, the City will inspect the installation and, if completed properly, then pay, on behalf of the Property Owner, the Amount Due for the Work, as identified in the Contractor's invoice, plus applicable taxes, to the Contractor on the Property Owner's behalf.

**Amount Due Added to Property Owner's Taxes for the Property**

12. The Property Owner agrees that the City shall indicate the Amount Due as a pending liability on the property tax information for the Property and that the City shall register the Amount Due, along with any administration fee applicable to the deferral term selected by the Property Owner or Authorized Agent, as a lien against the Property until the Amount Due is paid in full.
13. The Property Owner acknowledges and agrees that if this Agreement is executed and the Work and services completed in accordance with section 11 above between April 1<sup>st</sup> and December 31<sup>st</sup> of any calendar year, then the Amount Due will be added to the property tax for the Property in the year immediately following the calendar year in which the Work and services were provided.
14. The Property Owner acknowledges and agrees that if this Agreement is executed and the Work and services completed in accordance with section 5 above between January 1<sup>st</sup> and March 31<sup>st</sup> of any calendar year, then the Amount Due will appear as a pending liability on the property tax information for the Property in that calendar year and will be added to the property tax for the Property in the year following the calendar year in which the Work and services were provided.
15. The Property Owner agrees that the Amount Due will be added to the Property Owner's property taxes and an administration fee of \$240 will be payable to the City at the time of signing this Agreement. Thereafter, 1/5th of the Five-Year Deferral Total Amount is due and payable on or before June 30th of the following year. In each year thereafter, 1/5th of the Amount Due is due and payable on or before June 30th of each following year until the Amount Due has been paid in full. These are the minimum payments required, but the Property Owner may pay the balance of the annual Amount Due or the balance of the full Amount Due early, if desired, in which case the sums owing will be adjusted accordingly.

For greater certainty, the following example articulates the payment process, namely, if the Work and services are \$5,000.00, and the Work is done in 2021, the administration fee of \$240.00 would be due up front and the sum of \$5000.00 will be added to the 2022 property taxes. Then, on June 30, 2022, 1/5th of the amount (\$1000.00) is due and payable. On June 30, 2023, to and including June 30, 2026, the sum of \$1000.00 is due and payable. If the Property Owner uses TIPP's, the appropriate sums will be added and charged through TIPP's.

**Property Owner Defaults in Repayment of the Deferred Payment**

16. The Property Owner acknowledges and agrees that if the Property Owner fails to make any of the required payments as indicated in this Agreement on the due date or dates, then the amounts then due, together with all future sums that may become due under this Agreement, shall be due and payable immediately, and the City shall be entitled to collect the same as property tax arrears, together with the City's normal penalties and interest through the City's normal property tax collection system, up to and including taking title to the property for unpaid taxes.

**Transfer of the Property Owner or Sale of the Property**

17. The Property Owner acknowledges and agrees that the Amount Due deferred under the Program shall be repaid to the City upon the death of the Property Owner or upon transfer of ownership of the Property, whichever occurs first, unless otherwise agreed to by the City.
18. If the Property Owner dies, then a representative of their estate shall, within 60 days of the Property Owner's demise, notify the City that the Property Owner is deceased. The Property Owner shall, within 60 days of the sale or transfer of the Property, notify the City that the property has been sold. The City shall then send out notice that the Amount Due is now due and owing. If the amounts remain unpaid after 30 days from the City issuing notice, then the City shall be entitled, unless the City has agreed to another arrangement for repayment of the remaining Amount Due with a subsequent owner, to collect the same as property tax arrears, together with the City's normal penalties and interest through the City's normal property tax collection system, up to and including taking the property for unpaid taxes.
19. In the event the Property Owner or the Property Owner's representative do not repay the City upon transfer of ownership to a third party in accordance with sections 17 or 18 of this Agreement, then the City shall be entitled to recover the unpaid portion of the Amount Due, from any subsequent owner of the Property.
20. The Property Owner covenants and agrees that this Agreement shall be perpetual, shall be construed as running with the Lands and it shall enure to the benefit of and be binding upon the Property Owner, the City and their respective successors and assigns until the Property Owner or its respective successor and assigns has repaid the City the Amount Due in full.

**Property is in Arrears or Falls into Arrears:**

21. The Property Owner acknowledges and agrees that if the property taxes on the Property are found to be in arrears for any reason, including non-payment of taxes unrelated to the installation of the Amount Due, then the amounts then due, together with all future sums that may become due under this Agreement, shall be due and payable immediately and the City will proceed with its regular property tax arrears collection process, regardless of the deferral option selected by the Property Owner in this Agreement above.

**Warranty**



- 22. The Property Owner acknowledges and agrees that any warranty for the Work done by the Contractor for the Property Owner is provided by the Contractor, and the Property Owner agrees that the City has not and does not warranty the Contractor's Work, and the City is not liable for such Work in any circumstances.

**Notices**

- 23. Any notice, consent, authorization, direction, or other communication required or permitted to be given shall be in writing and shall be delivered either by personal delivery or by email, or similar telecommunications device and addressed as follows:

**in the case of the City at:**

**City of Regina**  
**Attn: LSCMP**  
**2476 Victoria Avenue**  
**Regina, Saskatchewan**  
**S4P 3C8**

**waterworks@regina.ca**

**in the case of the Property Owner, to it at:**

**Name:**

**Address:**

**Email:**

**Phone Number(s):**

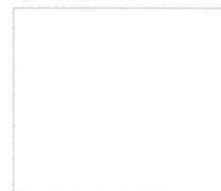


IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

**THE CITY OF REGINA** on the \_\_\_\_\_ day of \_\_\_\_\_

Per:

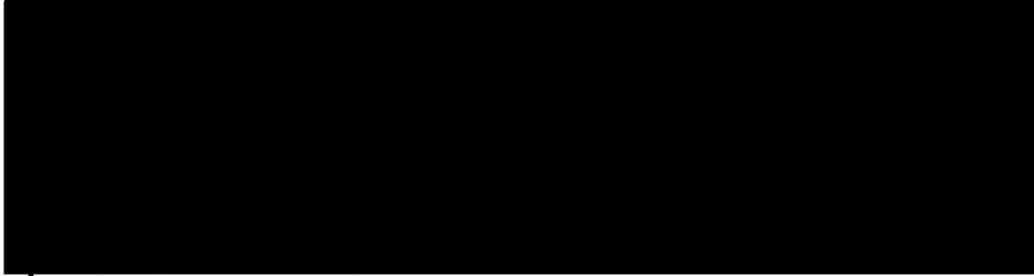
\_\_\_\_\_  
The City Clerk



{affix seal}



**Schedule "A"**  
**Cost of the Work**



RE: 1009 Garnet Street, Regina, SK

Replace lead waterline from inside of house to city connection with new 3/4" worosbow, waterline, haul excess earth away & backfill trench with sub base

Exterior:

-equipment & labour	\$4,300.00
-material (includes sub base to backfill driveway)	\$3,200.00

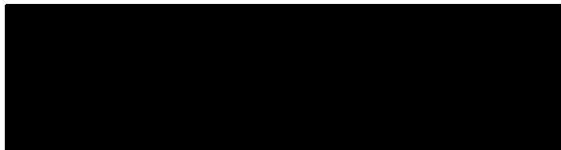
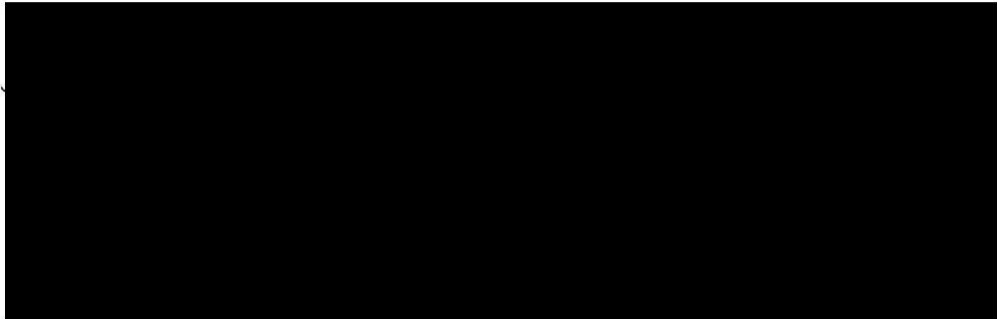
We will stub both water & sewer lines inside house, but due to existing plumbing being all tied into where the backflow valve must go, it is recommended to get a licensed plumber to do inside work

To replace the sewer line at the same time with new 4" ABS pipe from inside house to city connection	\$2,100.00
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It will take a crew of 5-6 people one day to complete the project.  
Landscape repair to be done by others.

Plus Applicable Taxes

Sincerely,



Schedule "B"

**Lead Service Connection Replacement Program Agreement  
(Public/Private/ 5 Year Equalized Payment Plan)**


Dated for reference:

Between:

**THE CITY OF REGINA**

a municipal corporation in The Province of Saskatchewan ("the City")

-and-

  
of the City of Regina,

in the Province of Saskatchewan ("the Owner")

**WHEREAS**

The Property Owner is the registered owner of the property legally described as the Property":

**1575 Retallack Street, Regina, Saskatchewan  
Block: 236, Lot: 27, Plan: OLD33, Subdivision: Old 33**

Terms in this Agreement shall have the same meaning as such words in *The Regina Water Bylaw*, Bylaw No. 8942 (the "Bylaw") whether capitalized or not capitalized;

The City is replacing the city side lead service connection from the main to the property line including a new curb stop.

The Property Owner has a lead service connection on the private side of the Property's property line that the City requires to be replaced right up to the water meter in the Property.

The Property Owner has chosen not to pay the Contractor directly, but has chosen to use the payment deferral option for equalized payment described below;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and promises hereinafter contained, and for other good and valuable consideration now paid and delivered by each party to the other, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the City and the Consultant each agree with the other as follows:

**General**

1. The Property Owner acknowledges and agrees that they have a lead service connection of the Property that they want or that the City requires to be replaced right up to the water meter in the Property pursuant to section 19.1 of the Bylaw.
2. The Parties acknowledge and agree that the sewer service connection from the sewer main to the property line may be replaced at the same time as a replacement of the lead

service connection, at the City's sole discretion.

3. The Property Owner shall be responsible for the cost to replace the lead service connection on the Property from the Property line to the water meter as well as private side sewer line replacement (the "**Work**") to a maximum of \$10,000.00 as shown in Schedule "A" to this Agreement.
4. The Parties acknowledge and agree that the Work does not include any in-home restoration services, or any costs associated therewith other than repair of any holes made by the Contractor to the Property's foundation and/or concrete floor.
5. The Property Owner agrees to use the City approved licensed water and sewer contractor (the "**Contractor**") to do the Work and to permit the Contractor to enter onto the Property for the purpose of carrying out the Work.
6. The Property Owner shall pay for the portion of Work from the Property-line to the water meter (including applicable taxes) to a cost of \$4,740.00 plus tax (the "**Amount Due**"), which amount shall not exceed \$10,000.00, in the manner set out in in section 9 of this Agreement;
7. The Amount Due shall include the administration fee of \$240.00. This fee must be paid upfront in order to enter into this 5 year equalization payment plan Agreement.

**Payment Deferral Period**

8. The Property Owner selects a five (5) year equalized payment plan which consists of five (5) equalized repayments for the Work, which shall be paid annually or the annual payment may be paid through the City's Tax Installment Payment Plan (TIPPS) if the Property Owner chooses.

**Payment to Contractor**

9. The City shall pay the Contractor the Amount Due on behalf of the Property Owner, and the Property Owner acknowledges and agrees that the Property Owner shall reimburse the City for such Amount Due.

**Property Owner to Reimburse City for Amount Due**

10. The Property Owner agrees that the Property Owner will reimburse the City for the total Amount Due paid by the City to the Contractor on the Property Owner's behalf over a 5 year deferral period.
11. In consideration of the Work and services supplied by the Contractor, the Property Owner understands and agrees that upon the Property Owner providing the signed original copy of this Agreement to the Contractor, along with a signed copy of the Contractor's invoice indicating that the Work has been completed, the City will inspect the installation and, if completed properly, then pay, on behalf of the Property Owner, the Amount Due for the Work, as identified in the Contractor's invoice, plus applicable taxes, to the Contractor on the Property Owner's behalf.

**Amount Due Added to Property Owner's Taxes for the Property**

12. The Property Owner agrees that the City shall indicate the Amount Due as a pending liability on the property tax information for the Property and that the City shall register the Amount Due, along with any administration fee applicable to the deferral term selected by the Property Owner or Authorized Agent, as a lien against the Property until the Amount Due is paid in full.
13. The Property Owner acknowledges and agrees that if this Agreement is executed and the Work and services completed in accordance with section 11 above between April 1<sup>st</sup> and December 31<sup>st</sup> of any calendar year, then the Amount Due will be added to the property tax for the Property in the year immediately following the calendar year in which the Work and services were provided.
14. The Property Owner acknowledges and agrees that if this Agreement is executed and the Work and services completed in accordance with section 5 above between January 1<sup>st</sup> and March 31<sup>st</sup> of any calendar year, then the Amount Due will appear as a pending liability on the property tax information for the Property in that calendar year and will be added to the property tax for the Property in the year following the calendar year in which the Work and services were provided.
15. The Property Owner agrees that the Amount Due will be added to the Property Owner's property taxes and an administration fee of \$240 will be payable to the City at the time of signing this Agreement. Thereafter, 1/5th of the Five-Year Deferral Total Amount is due and payable on or before June 30th of the following year. In each year thereafter, 1/5th of the Amount Due is due and payable on or before June 30th of each following year until the Amount Due has been paid in full. These are the minimum payments required, but the Property Owner may pay the balance of the annual Amount Due or the balance of the full Amount Due early, if desired, in which case the sums owing will be adjusted accordingly.

For greater certainty, the following example articulates the payment process, namely, if the Work and services are \$5,000.00, and the Work is done in 2021, the administration fee of \$240.00 would be due up front and the sum of \$5000.00 will be added to the 2022 property taxes. Then, on June 30, 2022, 1/5th of the amount (\$1000.00) is due and payable. On June 30, 2023, to and including June 30, 2026, the sum of \$1000.00 is due and payable. If the Property Owner uses TIPP's, the appropriate sums will be added and charged through TIPP's.

**Property Owner Defaults in Repayment of the Deferred Payment**

16. The Property Owner acknowledges and agrees that if the Property Owner fails to make any of the required payments as indicated in this Agreement on the due date or dates, then the amounts then due, together with all future sums that may become due under this Agreement, shall be due and payable immediately, and the City shall be entitled to collect the same as property tax arrears, together with the City's normal penalties and interest through the City's normal property tax collection system, up to and including taking title



to the property for unpaid taxes.

**Transfer of the Property Owner or Sale of the Property**

17. The Property Owner acknowledges and agrees that the Amount Due deferred under the Program shall be repaid to the City upon the death of the Property Owner or upon transfer of ownership of the Property, whichever occurs first, unless otherwise agreed to by the City.
18. If the Property Owner dies, then a representative of their estate shall, within 60 days of the Property Owner's demise, notify the City that the Property Owner is deceased. The Property Owner shall, within 60 days of the sale or transfer of the Property, notify the City that the property has been sold. The City shall then send out notice that the Amount Due is now due and owing. If the amounts remain unpaid after 30 days from the City issuing notice, then the City shall be entitled, unless the City has agreed to another arrangement for repayment of the remaining Amount Due with a subsequent owner, to collect the same as property tax arrears, together with the City's normal penalties and interest through the City's normal property tax collection system, up to and including taking the property for unpaid taxes.
19. In the event the Property Owner or the Property Owner's representative do not repay the City upon transfer of ownership to a third party in accordance with sections 17 or 18 of this Agreement, then the City shall be entitled to recover the unpaid portion of the Amount Due, from any subsequent owner of the Property.
20. The Property Owner covenants and agrees that this Agreement shall be perpetual, shall be construed as running with the Lands and it shall enure to the benefit of and be binding upon the Property Owner, the City and their respective successors and assigns until the Property Owner or its respective successor and assigns has repaid the City the Amount Due in full.

**Property is in Arrears or Falls into Arrears:**

21. The Property Owner acknowledges and agrees that if the property taxes on the Property are found to be in arrears for any reason, including non-payment of taxes unrelated to the installation of the Amount Due, then the amounts then due, together with all future sums that may become due under this Agreement, shall be due and payable immediately and the City will proceed with its regular property tax arrears collection process, regardless of the deferral option selected by the Property Owner in this Agreement above.

**Warranty**

22. The Property Owner acknowledges and agrees that any warranty for the Work done by the Contractor for the Property Owner is provided by the Contractor, and the Property Owner agrees that the City has not and does not warrant the Contractor's Work, and the City is not liable for such Work in any circumstances.

**Notices**



- 23. Any notice, consent, authorization, direction, or other communication required or permitted to be given shall be in writing and shall be delivered either by personal delivery or by email, or similar telecommunications device and addressed as follows:

**in the case of the City at:**

City of Regina  
 Attn: LSCMP  
 2476 Victoria Avenue  
 Regina, Saskatchewan  
 S4P 3C8

waterworks@regina.ca

**in the case of the Property Owner, to it at:**

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Email \_\_\_\_\_  
 Phone Numbers \_\_\_\_\_

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

**THE CITY OF REGINA** on the \_\_\_\_ day of <insert date>

Per: \_\_\_\_\_  
 The City Clerk

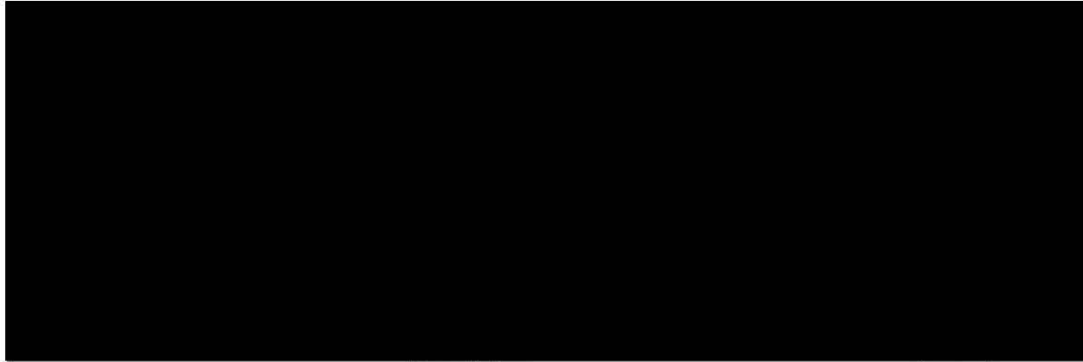
{affix seal}

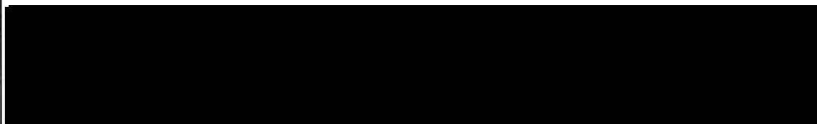
on the \_\_\_\_ day of

\_\_\_\_\_  
 Name/Position of Authorized Corporate Signing Officer

{affix seal}

**Schedule "A"**  
**Cost of the Work**



Description	Amount
Supply & Install new 3/4" Wirsbo Water Line from city connection to metre in basement Supply & Install new 4" ABS Sewer Line from city connection into basement Backfill with granular fill Haul away excavated dirt Landscaping not included Supply & Install 4" Mainline Backwater Valve if it fits and cast iron under floor isn't rotten. If no room for backwater valve, we will supply & install an Inside Clean-out in basement Re-cement floor	4,500.00
	
GST On Sales	225.00
PST On Sales	270.00



GST No. 857480602

**Subtotal**

**\$4,500.00**

Plus Tax

*Thank you for the opportunity to quote on this project and we look forward to hearing from you.*



Schedule "C"

**Lead Service Connection Replacement Program Agreement  
(Public/Private/ 5 Year Equalized Payment Plan)**

Dated for reference: Wednesday, April 26, 2023

Between:

**THE CITY OF REGINA**

a municipal corporation in The Province of Saskatchewan ("the City")

-and-



of the City of Regina,

in the Province of Saskatchewan ("the Owner")

**WHEREAS**

The Property Owner is the registered owner of the property legally described as the Property":

**2242 Quebec Street, Regina, Saskatchewan  
Block: 420, Lot: 32, Plan: 101247263 Ext 52, Subdivision: Old 33**

Terms in this Agreement shall have the same meaning as such words in *The Regina Water Bylaw*, Bylaw No. 8942 (the "Bylaw") whether capitalized or not capitalized;

The City is replacing the city side lead service connection from the main to the property line including a new curb stop.

The Property Owner has a lead service connection on the private side of the Property's property line that the City requires to be replaced right up to the water meter in the Property.

The Property Owner has chosen not to pay the Contractor directly, but has chosen to use the payment deferral option for equalized payment described below;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and promises hereinafter contained, and for other good and valuable consideration now paid and delivered by each party to the other, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the City and the Consultant each agree with the other as follows:

**General**

1. The Property Owner acknowledges and agrees that they have a lead service connection of the Property that they want or that the City requires to be replaced right up to the water meter in the Property pursuant to section 19.1 of the Bylaw.
2. The Parties acknowledge and agree that the sewer service connection from the sewer main to the property line may be replaced at the same time as a replacement of the lead

service connection, at the City's sole discretion.

3. The Property Owner shall be responsible for the cost to replace the lead service connection on the Property from the Property line to the water meter as well as private side sewer line replacement (the "**Work**") to a maximum of \$10,000.00 as shown in Schedule "A" to this Agreement.
4. The Parties acknowledge and agree that the Work does not include any in-home restoration services, or any costs associated therewith other than repair of any holes made by the Contractor to the Property's foundation and/or concrete floor.
5. The Property Owner agrees to use the City approved licensed water and sewer contractor (the "**Contractor**") to do the Work and to permit the Contractor to enter onto the Property for the purpose of carrying out the Work.
6. The Property Owner shall pay for the portion of Work from the Property-line to the water meter (including applicable taxes) to a cost of \$9,640 plus tax (the "**Amount Due**"), which amount shall not exceed \$10,000.00, in the manner set out in in section 9 of this Agreement;
7. The Amount Due shall include the administration fee of \$240.00. This fee must be paid upfront in order to enter into this 5-year equalization payment plan Agreement.

**Payment Deferral Period**

8. The Property Owner selects a five (5) year equalized payment plan which consists of five (5) equalized repayments for the Work, which shall be paid annually, or the annual payment may be paid through the City's Tax Installment Payment Plan (TIPPS) if the Property Owner chooses.

**Payment to Contractor**

9. The City shall pay the Contractor the Amount Due on behalf of the Property Owner, and the Property Owner acknowledges and agrees that the Property Owner shall reimburse the City for such Amount Due.

**Property Owner to Reimburse City for Amount Due**

10. The Property Owner agrees that the Property Owner will reimburse the City for the total Amount Due paid by the City to the Contractor on the Property Owner's behalf over a 5-year deferral period.
11. In consideration of the Work and services supplied by the Contractor, the Property Owner understands and agrees that upon the Property Owner providing the signed original copy of this Agreement to the Contractor, along with a signed copy of the Contractor's invoice indicating that the Work has been completed, the City will inspect the installation and, if completed properly, then pay, on behalf of the Property Owner, the Amount Due for the Work, as identified in the Contractor's invoice, plus applicable taxes, to the Contractor on the Property Owner's behalf.

**Amount Due Added to Property Owner's Taxes for the Property**

12. The Property Owner agrees that the City shall indicate the Amount Due as a pending liability on the property tax information for the Property and that the City shall register the Amount Due, along with any administration fee applicable to the deferral term selected by the Property Owner or Authorized Agent, as a lien against the Property until the Amount Due is paid in full.
13. The Property Owner acknowledges and agrees that if this Agreement is executed and the Work and services completed in accordance with section 11 above between April 1<sup>st</sup> and December 31<sup>st</sup> of any calendar year, then the Amount Due will be added to the property tax for the Property in the year immediately following the calendar year in which the Work and services were provided.
14. The Property Owner acknowledges and agrees that if this Agreement is executed and the Work and services completed in accordance with section 5 above between January 1<sup>st</sup> and March 31<sup>st</sup> of any calendar year, then the Amount Due will appear as a pending liability on the property tax information for the Property in that calendar year and will be added to the property tax for the Property in the year following the calendar year in which the Work and services were provided.
15. The Property Owner agrees that the Amount Due will be added to the Property Owner's property taxes and an administration fee of \$240 will be payable to the City at the time of signing this Agreement. Thereafter, 1/5th of the Five-Year Deferral Total Amount is due and payable on or before June 30th of the following year. In each year thereafter, 1/5th of the Amount Due is due and payable on or before June 30th of each following year until the Amount Due has been paid in full. These are the minimum payments required, but the Property Owner may pay the balance of the annual Amount Due or the balance of the full Amount Due early, if desired, in which case the sums owing will be adjusted accordingly.

For greater certainty, the following example articulates the payment process, namely, if the Work and services are \$5,000.00, and the Work is done in 2021, the administration fee of \$240.00 would be due up front and the sum of \$5000.00 will be added to the 2022 property taxes. Then, on June 30, 2022, 1/5th of the amount (\$1000.00) is due and payable. On June 30, 2023, to and including June 30, 2026, the sum of \$1000.00 is due and payable. If the Property Owner uses TIPP's, the appropriate sums will be added and charged through TIPP's.

**Property Owner Defaults in Repayment of the Deferred Payment**

16. The Property Owner acknowledges and agrees that if the Property Owner fails to make any of the required payments as indicated in this Agreement on the due date or dates, then the amounts then due, together with all future sums that may become due under this Agreement, shall be due and payable immediately, and the City shall be entitled to collect the same as property tax arrears, together with the City's normal penalties and interest through the City's normal property tax collection system, up to and including taking title

to the property for unpaid taxes.

**Transfer of the Property Owner or Sale of the Property**

17. The Property Owner acknowledges and agrees that the Amount Due deferred under the Program shall be repaid to the City upon the death of the Property Owner or upon transfer of ownership of the Property, whichever occurs first, unless otherwise agreed to by the City.
18. If the Property Owner dies, then a representative of their estate shall, within 60 days of the Property Owner's demise, notify the City that the Property Owner is deceased. The Property Owner shall, within 60 days of the sale or transfer of the Property, notify the City that the property has been sold. The City shall then send out notice that the Amount Due is now due and owing. If the amounts remain unpaid after 30 days from the City issuing notice, then the City shall be entitled, unless the City has agreed to another arrangement for repayment of the remaining Amount Due with a subsequent owner, to collect the same as property tax arrears, together with the City's normal penalties and interest through the City's normal property tax collection system, up to and including taking the property for unpaid taxes.
19. In the event the Property Owner or the Property Owner's representative do not repay the City upon transfer of ownership to a third party in accordance with sections 17 or 18 of this Agreement, then the City shall be entitled to recover the unpaid portion of the Amount Due, from any subsequent owner of the Property.
20. The Property Owner covenants and agrees that this Agreement shall be perpetual, shall be construed as running with the Lands and it shall enure to the benefit of and be binding upon the Property Owner, the City and their respective successors and assigns until the Property Owner or its respective successor and assigns has repaid the City the Amount Due in full.

**Property is in Arrears or Falls into Arrears:**

21. The Property Owner acknowledges and agrees that if the property taxes on the Property are found to be in arrears for any reason, including non-payment of taxes unrelated to the installation of the Amount Due, then the amounts then due, together with all future sums that may become due under this Agreement, shall be due and payable immediately and the City will proceed with its regular property tax arrears collection process, regardless of the deferral option selected by the Property Owner in this Agreement above.

**Warranty**

22. The Property Owner acknowledges and agrees that any warranty for the Work done by the Contractor for the Property Owner is provided by the Contractor, and the Property Owner agrees that the City has not and does not warranty the Contractor's Work, and the City is not liable for such Work in any circumstances.

**Notices**



- 23. Any notice, consent, authorization, direction, or other communication required or permitted to be given shall be in writing and shall be delivered either by personal delivery or by email, or similar telecommunications device and addressed as follows:

**in the case of the City at:**

**City of Regina**  
**Attn: LSCMP**  
**2476 Victoria Avenue**  
**Regina, Saskatchewan**  
**S4P 3C8**

**waterworks@regina.ca**

**in the case of the Property Owner, to it at:**



IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

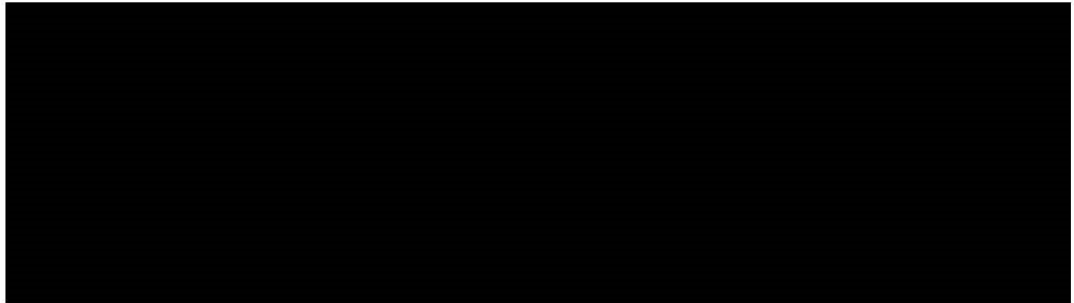
**THE CITY OF REGINA** on the \_\_\_\_ day of <insert date>

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

\_\_\_\_\_ on the 26 day of April, 2023

Per: \_\_\_\_\_ {affix seal}  
 Name/Position of Authorized Corporate Signing Officer

**Schedule "A"**  
**Cost of the Work**



**RE: 2242 Quebec Street, Regina, SK**

Replace lead waterline from inside of house to city connection with new 3/4" worosbow, waterline, install new ball valve at meter inside house, haul excess earth away & backfill trench with sand & cap off with yellow clay

Exterior:

-equipment & labour	\$3,900.00
-material	\$3,000.00

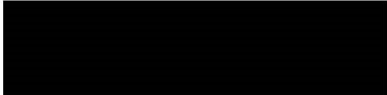
Interior:

-equipment & labour	\$ 250.00
-material	\$ 250.00

To replace the sewer line at the same time with new 4" ABS pipe from inside to city connection, jackhammer out old cleanout inside & supply & install new 4" ABS backflow valve & re-cement floor \$2,000.00

It will take a crew of 5-6 people one day to complete the project.  
Landscape repair to be done by others.

Plus Applicable Taxes



Schedule "D"

**Lead Service Connection Replacement Program Agreement  
(Public/Private/ 5 Year Equalized Payment Plan)**


Dated for reference: Nov 30 Of 20 23

Between:

**THE CITY OF REGINA**

a municipal corporation in The Province of Saskatchewan ("the City")

-and-

  
of the City of Regina,  
In the Province of Saskatchewan ("the Owner")

**WHEREAS**

The Property Owner is the registered owner of the property legally described as the Property":

**Civic Address: 2261 ROBINSON STREET, REGINA, SASKATCHEWAN  
Block: 437, Lot: 26, Plan: 98RA28311, Subdivision: OLD 33**

Terms in this Agreement shall have the same meaning as such words in *The Regina Water Bylaw*, Bylaw No. 8942 (the "Bylaw") whether capitalized or not capitalized;

The City is replacing the city side lead service connection from the main to the property line including a new curb stop.

The Property Owner has a lead service connection on the private side of the Property's property line that the City requires to be replaced right up to the water meter in the Property.

The Property Owner has chosen not to pay the Contractor directly, but has chosen to use the deferred payment agreement for equalized payment described below;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and promises hereinafter contained, and for other good and valuable consideration now paid and delivered by each party to the other, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the City and the Consultant each agree with the other as follows:

**General**

1. The Property Owner acknowledges and agrees that they have a lead service connection of the Property that they want or that the City requires to be replaced right up to the water meter in the Property pursuant to section 19.1 of the Bylaw.
2. The Parties acknowledge and agree that the sewer service connection from the sewer main to the property line may be replaced at the same time as a replacement of the lead

service connection, at the City's sole discretion.

3. The Property Owner shall be responsible for the cost to replace the lead service connection on the Property from the Property line to the water meter as well as private side sewer line replacement (the "Work") to a maximum of \$10,000.00 as shown in Schedule "A" to this Agreement.
4. The Parties acknowledge and agree that the Work does not include any in-home restoration services, or any costs associated therewith other than repair of any holes made by the Contractor to the Property's foundation and/or concrete floor.
5. The Property Owner agrees to use the City approved licensed water and sewer contractor (the "Contractor") to do the Work and to permit the Contractor to enter onto the Property for the purpose of carrying out the Work.
6. The Property Owner shall pay for the portion of Work from the Property-line to the water meter (including applicable taxes) to a cost of \$4,000.00 plus tax (the "Amount Due"), which amount shall not exceed \$10,000.00, in the manner set out in in section 9 of this Agreement;
7. The Amount Due shall include the administration fee of \$240.00. This fee must be paid upfront in order to enter into this 5-year equalization payment plan Agreement.

**Deferred Payment Agreement Period**

8. The Property Owner selects a five (5) year equalized payment plan which consists of five (5) equalized repayments for the Work, which shall be paid annually or the annual payment may be paid through the City's Tax Installment Payment Plan (TIPPS) if the Property Owner chooses.

**Payment to Contractor**

9. The City shall pay the Contractor the Amount Due on behalf of the Property Owner, and the Property Owner acknowledges and agrees that the Property Owner shall reimburse the City for such Amount Due.

**Property Owner to Reimburse City for Amount Due**

10. The Property Owner agrees that the Property Owner will reimburse the City for the total Amount Due paid by the City to the Contractor on the Property Owner's behalf over a 5 year deferred payment period.
11. In consideration of the Work and services supplied by the Contractor, the Property Owner understands and agrees that upon the Property Owner providing the signed original copy of this Agreement to the Contractor, along with a signed copy of the Contractor's invoice indicating that the Work has been completed, the City will inspect the installation and, if completed properly, then pay, on behalf of the Property Owner, the Amount Due for the Work, as identified in the Contractor's invoice, plus applicable taxes, to the Contractor on the Property Owner's behalf.

**Amount Due Added to Property Owner's Taxes for the Property**

12. The Property Owner agrees that the City shall indicate the Amount Due as a pending liability on the property tax information for the Property and that the City shall register the Amount Due, along with any administration fee applicable to the deferred payment agreement term selected by the Property Owner or Authorized Agent, as a lien against the Property until the Amount Due is paid in full.
13. The Property Owner acknowledges and agrees that if this Agreement is executed and the Work and services completed in accordance with section 11 above between April 1<sup>st</sup> and December 31<sup>st</sup> of any calendar year, then the Amount Due will be added to the property tax for the Property in the year immediately following the calendar year in which the Work and services were provided.
14. The Property Owner acknowledges and agrees that if this Agreement is executed and the Work and services completed in accordance with section 5 above between January 1<sup>st</sup> and March 31<sup>st</sup> of any calendar year, then the Amount Due will appear as a pending liability on the property tax information for the Property in that calendar year and will be added to the property tax for the Property in the year following the calendar year in which the Work and services were provided.
15. The Property Owner agrees that the Amount Due will be added to the Property Owner's property taxes and an administration fee of \$240 will be payable to the City at the time of signing this Agreement. Thereafter, 1/5th of the Five-Year Deferred Payment Agreement Total Amount is due and payable on or before June 30th of the following year. In each year thereafter, 1/5th of the Amount Due is due and payable on or before June 30th of each following year until the Amount Due has been paid in full. These are the minimum payments required, but the Property Owner may pay the balance of the annual Amount Due or the balance of the full Amount Due early, if desired, in which case the sums owing will be adjusted accordingly.

For greater certainty, the following example articulates the payment process, namely, if the Work and services are \$5,000.00, and the Work is done in 2021, the administration fee of \$240.00 would be due up front and the sum of \$5000.00 will be added to the 2022 property taxes. Then, on June 30, 2022, 1/5th of the amount (\$1000.00) is due and payable. On June 30, 2023, to and including June 30, 2026, the sum of \$1000.00 is due and payable. If the Property Owner uses TIPP's, the appropriate sums will be added and charged through TIPP's.

**Property Owner Defaults in Repayment of the Deferred Payment**

16. The Property Owner acknowledges and agrees that if the Property Owner fails to make any of the required payments as indicated in this Agreement on the due date or dates, then the amounts then due, together with all future sums that may become due under this Agreement, shall, at the City's sole discretion, be due and payable immediately, and the City shall be entitled to collect the same as property tax arrears, together with the City's normal penalties and interest through the City's normal property tax collection system, up

to and including taking title to the property for unpaid taxes.

**Transfer of the Property Owner or Sale of the Property**

17. The Property Owner acknowledges and agrees that the Amount Due deferred under the Program shall be repaid to the City upon the death of the Property Owner or upon transfer of ownership of the Property, whichever occurs first, unless otherwise agreed to by the City.
18. If the Property Owner dies, then a representative of their estate shall, within 60 days of the Property Owner's demise, notify the City that the Property Owner is deceased. The Property Owner shall, within 60 days of the sale or transfer of the Property, notify the City that the property has been sold. The City shall then send out notice that the Amount Due is now due and owing. If the amounts remain unpaid after 30 days from the City issuing notice, then the City shall be entitled, unless the City has agreed to another arrangement for repayment of the remaining Amount Due with a subsequent owner, to collect the same as property tax arrears, together with the City's normal penalties and interest through the City's normal property tax collection system, up to and including taking the property for unpaid taxes.
19. In the event the Property Owner or the Property Owner's representative do not repay the City upon transfer of ownership to a third party in accordance with sections 17 or 18 of this Agreement, then the City shall be entitled to recover the unpaid portion of the Amount Due, from any subsequent owner of the Property.
20. The Property Owner covenants and agrees that this Agreement shall be perpetual, shall be construed as running with the Lands and it shall enure to the benefit of and be binding upon the Property Owner, the City and their respective successors and assigns until the Property Owner or its respective successor and assigns has repaid the City the Amount Due in full.

**Property is in Arrears or Falls into Arrears:**

21. The Property Owner acknowledges and agrees that if the property taxes on the Property are found to be in arrears for any reason, including non-payment of taxes unrelated to the installation of the Amount Due, then the amounts then due, together with all future sums that may become due under this Agreement, shall, at the City's sole discretion, be due and payable immediately and the City will proceed with its regular property tax arrears collection process, regardless of the deferred payment agreement option selected by the Property Owner in this Agreement above.

**Warranty**

22. The Property Owner acknowledges and agrees that any warranty for the Work done by the Contractor for the Property Owner is provided by the Contractor, and the Property Owner agrees that the City has not and does not warrant the Contractor's Work, and the City is not liable for such Work in any circumstances.

**Notices**

23. Any notice, consent, authorization, direction, or other communication required or permitted to be given shall be in writing and shall be delivered either by personal delivery or by email, or similar telecommunications device and addressed as follows:

**in the case of the City at:**

**City of Regina  
Attn: LSCMP  
2476 Victoria Avenue  
Regina, Saskatchewan  
S4P 3C8**

**waterworks@regina.ca**

**in the case of the Property Owner, to it at:**

**Name:  
Address:  
Email:  
Phone Number(s):**



IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

**THE CITY OF REGINA** on the \_\_\_\_\_ day of \_\_\_\_\_

Per:

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



{affix seal}


\_\_\_\_\_ on the 30 day of Nov, 2023

Per:

\_\_\_\_\_  
Name/Position of Authorized Corporate Signing Officer

{affix seal}



 on the 30 day of Nov, 2023


Per: 

Name/Position of Authorized Corporate Signing Officer

{affix seal}

**Schedule "A"**  
**Cost of the Work**



Description	Amount
Supply & Install new 3/4" Wirsbo Water Line & 4" ABS Sewer Line from city connection into basement (Bore)  Backfill to City of Regina Specs  Haul away excavated dirt  Landscaping not included  Run new water line to existing metre for temporary water until metre can be moved at a later date by home owner's plumber  Supply & Install 4" Mainline Backwater Valve if it fits and cast iron under floor isn't rotten. If no room for backwater valve, we will supply & install an Inside Clean-out in basement  Re-cement floor, if cast iron sewer line is not rotten	4,000.00
	
GST On Sales PST On Sales	200.00 240.00



GST No. 857480602

**Subtotal \$4,000.00**

**Plus Tax**

*Thank you for the opportunity to quote on this project and we look forward to hearing from you.*

## Schedule "E"

### Lead Service Connection Replacement Program Agreement (Public/Private/ 5 Year Equalized Payment Plan)


Dated for reference: July 12, 2023

Between:

**THE CITY OF REGINA**

a municipal corporation in The Province of Saskatchewan ("the City")

-and-

  
of the City of Regina,  
in the Province of Saskatchewan ("the Owner")

#### WHEREAS

The Property Owner is the registered owner of the property legally described as the Property":

**2303 Robinson Street, Regina, Saskatchewan  
Block: 452, Lot: 20, Plan: 98RA28311 Ext 0, Subdivision: Old 33**

Terms in this Agreement shall have the same meaning as such words in *The Regina Water Bylaw*, Bylaw No. 8942 (the "Bylaw") whether capitalized or not capitalized;

The City is replacing the city side lead service connection from the main to the property line including a new curb stop.

The Property Owner has a lead service connection on the private side of the Property's property line that the City requires to be replaced right up to the water meter in the Property.

The Property Owner has chosen not to pay the Contractor directly, but has chosen to use the payment deferral option for equalized payment described below;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and promises hereinafter contained, and for other good and valuable consideration now paid and delivered by each party to the other, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the City and the Consultant each agree with the other as follows:

#### General

1. The Property Owner acknowledges and agrees that they have a lead service connection of the Property that they want or that the City requires to be replaced right up to the water meter in the Property pursuant to section 19.1 of the Bylaw.
2. The Parties acknowledge and agree that the sewer service connection from the sewer main to the property line may be replaced at the same time as a replacement of the lead

service connection, at the City's sole discretion.

3. The Property Owner shall be responsible for the cost to replace the lead service connection on the Property from the Property line to the water meter as well as private side sewer line replacement (the "**Work**") to a maximum of \$10,000.00 as shown in Schedule "A" to this Agreement.
4. The Parties acknowledge and agree that the Work does not include any in-home restoration services, or any costs associated therewith other than repair of any holes made by the Contractor to the Property's foundation and/or concrete floor.
5. The Property Owner agrees to use the City approved licensed water and sewer contractor (the "**Contractor**") to do the Work and to permit the Contractor to enter onto the Property for the purpose of carrying out the Work.
6. The Property Owner shall pay for the portion of Work from the Property-line to the water meter (including applicable taxes) to a cost of \$5,240.00 plus tax (the "**Amount Due**"), which amount shall not exceed \$10,000.00, in the manner set out in in section 9 of this Agreement;
7. The Amount Due shall include the administration fee of \$240.00. This fee must be paid upfront in order to enter into this 5 year equalization payment plan Agreement.

**Payment Deferral Period**

8. The Property Owner selects a five (5) year equalized payment plan which consists of five (5) equalized repayments for the Work, which shall be paid annually or the annual payment may be paid through the City's Tax Installment Payment Plan (TIPPS) if the Property Owner chooses.

**Payment to Contractor**

9. The City shall pay the Contractor the Amount Due on behalf of the Property Owner, and the Property Owner acknowledges and agrees that the Property Owner shall reimburse the City for such Amount Due.

**Property Owner to Reimburse City for Amount Due**

10. The Property Owner agrees that the Property Owner will reimburse the City for the total Amount Due paid by the City to the Contractor on the Property Owner's behalf over a 5 year deferral period.
11. In consideration of the Work and services supplied by the Contractor, the Property Owner understands and agrees that upon the Property Owner providing the signed original copy of this Agreement to the Contractor, along with a signed copy of the Contractor's invoice indicating that the Work has been completed, the City will inspect the installation and, if completed properly, then pay, on behalf of the Property Owner, the Amount Due for the Work, as identified in the Contractor's invoice, plus applicable taxes, to the Contractor on the Property Owner's behalf.

**Amount Due Added to Property Owner's Taxes for the Property**

12. The Property Owner agrees that the City shall indicate the Amount Due as a pending liability on the property tax information for the Property and that the City shall register the Amount Due, along with any administration fee applicable to the deferral term selected by the Property Owner or Authorized Agent, as a lien against the Property until the Amount Due is paid in full.
13. The Property Owner acknowledges and agrees that if this Agreement is executed and the Work and services completed in accordance with section 11 above between April 1<sup>st</sup> and December 31<sup>st</sup> of any calendar year, then the Amount Due will be added to the property tax for the Property in the year immediately following the calendar year in which the Work and services were provided.
14. The Property Owner acknowledges and agrees that if this Agreement is executed and the Work and services completed in accordance with section 5 above between January 1<sup>st</sup> and March 31<sup>st</sup> of any calendar year, then the Amount Due will appear as a pending liability on the property tax information for the Property in that calendar year and will be added to the property tax for the Property in the year following the calendar year in which the Work and services were provided.
15. The Property Owner agrees that the Amount Due will be added to the Property Owner's property taxes and an administration fee of \$240 will be payable to the City at the time of signing this Agreement. Thereafter, 1/5th of the Five-Year Deferral Total Amount is due and payable on or before June 30th of the following year. In each year thereafter, 1/5th of the Amount Due is due and payable on or before June 30th of each following year until the Amount Due has been paid in full. These are the minimum payments required, but the Property Owner may pay the balance of the annual Amount Due or the balance of the full Amount Due early, if desired, in which case the sums owing will be adjusted accordingly.

For greater certainty, the following example articulates the payment process, namely, if the Work and services are \$5,000.00, and the Work is done in 2021, the administration fee of \$240.00 would be due up front and the sum of \$5000.00 will be added to the 2022 property taxes. Then, on June 30, 2022, 1/5th of the amount (\$1000.00) is due and payable. On June 30, 2023, to and including June 30, 2026, the sum of \$1000.00 is due and payable. If the Property Owner uses TIPP's, the appropriate sums will be added and charged through TIPP's.

**Property Owner Defaults in Repayment of the Deferred Payment**

16. The Property Owner acknowledges and agrees that if the Property Owner fails to make any of the required payments as indicated in this Agreement on the due date or dates, then the amounts then due, together with all future sums that may become due under this Agreement, shall be due and payable immediately, and the City shall be entitled to collect the same as property tax arrears, together with the City's normal penalties and interest through the City's normal property tax collection system, up to and including taking title



to the property for unpaid taxes.

**Transfer of the Property Owner or Sale of the Property**

17. The Property Owner acknowledges and agrees that the Amount Due deferred under the Program shall be repaid to the City upon the death of the Property Owner or upon transfer of ownership of the Property, whichever occurs first, unless otherwise agreed to by the City.
18. If the Property Owner dies, then a representative of their estate shall, within 60 days of the Property Owner's demise, notify the City that the Property Owner is deceased. The Property Owner shall, within 60 days of the sale or transfer of the Property, notify the City that the property has been sold. The City shall then send out notice that the Amount Due is now due and owing. If the amounts remain unpaid after 30 days from the City issuing notice, then the City shall be entitled, unless the City has agreed to another arrangement for repayment of the remaining Amount Due with a subsequent owner, to collect the same as property tax arrears, together with the City's normal penalties and interest through the City's normal property tax collection system, up to and including taking the property for unpaid taxes.
19. In the event the Property Owner or the Property Owner's representative do not repay the City upon transfer of ownership to a third party in accordance with sections 17 or 18 of this Agreement, then the City shall be entitled to recover the unpaid portion of the Amount Due, from any subsequent owner of the Property.
20. The Property Owner covenants and agrees that this Agreement shall be perpetual, shall be construed as running with the Lands and it shall enure to the benefit of and be binding upon the Property Owner, the City and their respective successors and assigns until the Property Owner or its respective successor and assigns has repaid the City the Amount Due in full.

**Property is in Arrears or Falls into Arrears:**

21. The Property Owner acknowledges and agrees that if the property taxes on the Property are found to be in arrears for any reason, including non-payment of taxes unrelated to the installation of the Amount Due, then the amounts then due, together with all future sums that may become due under this Agreement, shall be due and payable immediately and the City will proceed with its regular property tax arrears collection process, regardless of the deferral option selected by the Property Owner in this Agreement above.

**Warranty**

22. The Property Owner acknowledges and agrees that any warranty for the Work done by the Contractor for the Property Owner is provided by the Contractor, and the Property Owner agrees that the City has not and does not warrant the Contractor's Work, and the City is not liable for such Work in any circumstances.

**Notices**

- 23. Any notice, consent, authorization, direction, or other communication required or permitted to be given shall be in writing and shall be delivered either by personal delivery or by email, or similar telecommunications device and addressed as follows:

**in the case of the City at:**

City of Regina  
 Attn: LSCMP  
 2476 Victoria Avenue  
 Regina, Saskatchewan  
 S4P 3C8

**waterworks@regina.ca**

**in the case of the Property Owner, to it at:**

Name \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Phone Numbers \_\_\_\_\_

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

**THE CITY OF REGINA** on the \_\_\_\_ day of

Per: \_\_\_\_\_  
The City Clerk

{affix seal}

\_\_\_\_\_ on the 12 day of July 2023


Per: \_\_\_\_\_  
Name/Position of Authorized Corporate Signing Officer





**Schedule "A"**  
**Cost of the Work**



Description	Amount
Re: 2303 Robinson St. Supply & Install new 3/4" Wirsbo Water Line & 4" ABS Sewer Line from city connection into basement Backfill to City of Regina Specs Haul away excavated dirt Landscaping not included Supply & Install 4" Mainline Backwater Valve if it fits and cast iron under floor isn't rotten. If no room for backwater valve, we will supply & install an Inside Clean-out in basement	5,000.00
	
GST On Sales PST On Sales	250.00 300.00



GST No. 857480602

**Subtotal**

**\$5,000.00**

**Plus Tax**

*Thank you for the opportunity to quote on this project and we look forward to hearing from you.*

Schedule "F"

**Lead Service Connection Replacement Program Agreement  
(Public/Private/ 5 Year Equalized Payment Plan)**

Dated for reference:

Between:

**THE CITY OF REGINA**

a municipal corporation in The Province of Saskatchewan ("the City")

-and-



of the City of Regina,

In the Province of Saskatchewan ("the Owner")

**WHEREAS**

The Property Owner is the registered owner of the property legally described as the Property":

**2311 Robinson Street, Regina, Saskatchewan  
Block: 452, Lot: 22, Plan: 98RA28311, Subdivision: Old 33**

Terms in this Agreement shall have the same meaning as such words in *The Regina Water Bylaw*, Bylaw No. 8942 (the "Bylaw") whether capitalized or not capitalized;

The City is replacing the city side lead service connection from the main to the property line including a new curb stop.

The Property Owner has a lead service connection on the private side of the Property's property line that the City requires to be replaced right up to the water meter in the Property.

The Property Owner has chosen not to pay the Contractor directly, but has chosen to use the payment deferral option for equalized payment described below;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and promises hereinafter contained, and for other good and valuable consideration now paid and delivered by each party to the other, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the City and the Consultant each agree with the other as follows:

**General**

1. The Property Owner acknowledges and agrees that they have a lead service connection of the Property that they want or that the City requires to be replaced right up to the water meter in the Property pursuant to section 19.1 of the Bylaw.
2. The Parties acknowledge and agree that the sewer service connection from the sewer main to the property line may be replaced at the same time as a replacement of the lead

service connection, at the City's sole discretion.

3. The Property Owner shall be responsible for the cost to replace the lead service connection on the Property from the Property line to the water meter as well as private side sewer line replacement (the "Work") to a maximum of \$10,000.00 as shown in Schedule "A" to this Agreement.
4. The Parties acknowledge and agree that the Work does not include any in-home restoration services, or any costs associated therewith other than repair of any holes made by the Contractor to the Property's foundation and/or concrete floor.
5. The Property Owner agrees to use the City approved licensed water and sewer contractor (the "Contractor") to do the Work and to permit the Contractor to enter onto the Property for the purpose of carrying out the Work.
6. The Property Owner shall pay for the portion of Work from the Property-line to the water meter (including applicable taxes) to a cost of \$5,240.00 plus tax (the "Amount Due"), which amount shall not exceed \$10,000.00, in the manner set out in in section 9 of this Agreement;
7. The Amount Due shall include the administration fee of \$240.00. This fee must be paid upfront in order to enter into this 5 year equalization payment plan Agreement.

**Payment Deferral Period**

8. The Property Owner selects a five (5) year equalized payment plan which consists of five (5) equalized repayments for the Work, which shall be paid annually or the annual payment may be paid through the City's Tax Installment Payment Plan (TIPPS) if the Property Owner chooses.

**Payment to Contractor**

9. The City shall pay the Contractor the Amount Due on behalf of the Property Owner, and the Property Owner acknowledges and agrees that the Property Owner shall reimburse the City for such Amount Due.

**Property Owner to Reimburse City for Amount Due**

10. The Property Owner agrees that the Property Owner will reimburse the City for the total Amount Due paid by the City to the Contractor on the Property Owner's behalf over a 5 year deferral period.
11. In consideration of the Work and services supplied by the Contractor, the Property Owner understands and agrees that upon the Property Owner providing the signed original copy of this Agreement to the Contractor, along with a signed copy of the Contractor's invoice indicating that the Work has been completed, the City will inspect the installation and, if completed properly, then pay, on behalf of the Property Owner, the Amount Due for the Work, as identified in the Contractor's invoice, plus applicable taxes, to the Contractor on the Property Owner's behalf.

**Amount Due Added to Property Owner's Taxes for the Property**

12. The Property Owner agrees that the City shall indicate the Amount Due as a pending liability on the property tax information for the Property and that the City shall register the Amount Due, along with any administration fee applicable to the deferral term selected by the Property Owner or Authorized Agent, as a lien against the Property until the Amount Due is paid in full.
13. The Property Owner acknowledges and agrees that if this Agreement is executed and the Work and services completed in accordance with section 11 above between April 1<sup>st</sup> and December 31<sup>st</sup> of any calendar year, then the Amount Due will be added to the property tax for the Property in the year immediately following the calendar year in which the Work and services were provided.
14. The Property Owner acknowledges and agrees that if this Agreement is executed and the Work and services completed in accordance with section 5 above between January 1<sup>st</sup> and March 31<sup>st</sup> of any calendar year, then the Amount Due will appear as a pending liability on the property tax information for the Property in that calendar year and will be added to the property tax for the Property in the year following the calendar year in which the Work and services were provided.
15. The Property Owner agrees that the Amount Due will be added to the Property Owner's property taxes and an administration fee of \$240 will be payable to the City at the time of signing this Agreement. Thereafter, 1/5th of the Five-Year Deferral Total Amount is due and payable on or before June 30th of the following year. In each year thereafter, 1/5th of the Amount Due is due and payable on or before June 30th of each following year until the Amount Due has been paid in full. These are the minimum payments required, but the Property Owner may pay the balance of the annual Amount Due or the balance of the full Amount Due early, if desired, in which case the sums owing will be adjusted accordingly.

For greater certainty, the following example articulates the payment process, namely, if the Work and services are \$5,000.00, and the Work is done in 2021, the administration fee of \$240.00 would be due up front and the sum of \$5000.00 will be added to the 2022 property taxes. Then, on June 30, 2022, 1/5th of the amount (\$1000.00) is due and payable. On June 30, 2023, to and including June 30, 2026, the sum of \$1000.00 is due and payable. If the Property Owner uses TIPP's, the appropriate sums will be added and charged through TIPP's.

**Property Owner Defaults in Repayment of the Deferred Payment**

16. The Property Owner acknowledges and agrees that if the Property Owner fails to make any of the required payments as indicated in this Agreement on the due date or dates, then the amounts then due, together with all future sums that may become due under this Agreement, shall be due and payable immediately, and the City shall be entitled to collect the same as property tax arrears, together with the City's normal penalties and interest through the City's normal property tax collection system, up to and including taking title

to the property for unpaid taxes.

**Transfer of the Property Owner or Sale of the Property**

17. The Property Owner acknowledges and agrees that the Amount Due deferred under the Program shall be repaid to the City upon the death of the Property Owner or upon transfer of ownership of the Property, whichever occurs first, unless otherwise agreed to by the City.
18. If the Property Owner dies, then a representative of their estate shall, within 60 days of the Property Owner's demise, notify the City that the Property Owner is deceased. The Property Owner shall, within 60 days of the sale or transfer of the Property, notify the City that the property has been sold. The City shall then send out notice that the Amount Due is now due and owing. If the amounts remain unpaid after 30 days from the City issuing notice, then the City shall be entitled, unless the City has agreed to another arrangement for repayment of the remaining Amount Due with a subsequent owner, to collect the same as property tax arrears, together with the City's normal penalties and interest through the City's normal property tax collection system, up to and including taking the property for unpaid taxes.
19. In the event the Property Owner or the Property Owner's representative do not repay the City upon transfer of ownership to a third party in accordance with sections 17 or 18 of this Agreement, then the City shall be entitled to recover the unpaid portion of the Amount Due, from any subsequent owner of the Property.
20. The Property Owner covenants and agrees that this Agreement shall be perpetual, shall be construed as running with the Lands and it shall enure to the benefit of and be binding upon the Property Owner, the City and their respective successors and assigns until the Property Owner or its respective successor and assigns has repaid the City the Amount Due in full.

**Property is in Arrears or Falls into Arrears:**

21. The Property Owner acknowledges and agrees that if the property taxes on the Property are found to be in arrears for any reason, including non-payment of taxes unrelated to the installation of the Amount Due, then the amounts then due, together with all future sums that may become due under this Agreement, shall be due and payable immediately and the City will proceed with its regular property tax arrears collection process, regardless of the deferral option selected by the Property Owner in this Agreement above.

**Warranty**

22. The Property Owner acknowledges and agrees that any warranty for the Work done by the Contractor for the Property Owner is provided by the Contractor, and the Property Owner agrees that the City has not and does not warranty the Contractor's Work, and the City is not liable for such Work in any circumstances.

**Notices**

23. Any notice, consent, authorization, direction, or other communication required or permitted to be given shall be in writing and shall be delivered either by personal delivery or by email, or similar telecommunications device and addressed as follows:

**in the case of the City at:**  
City of Regina  
Attn: LSCMP  
2476 Victoria Avenue  
Regina, Saskatchewan  
S4P 3C8  
waterworks@regina.ca

**in the case of the Property Owner, to it at:**

Name:

Address:

Email:

Phone Number(s):



IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

**THE CITY OF REGINA** on the \_\_\_\_\_ day of \_\_\_\_\_

Per:

\_\_\_\_\_

The City Clerk

{affix seal}

\_\_\_\_\_ on the 24th day of Nov.2023

Pe

\_\_\_\_\_

Name/Position of Authorized Corporate Signing Officer


{affix seal}





**Schedule "A"**  
**Cost of the Work**



Description	Amount
Supply & Install new 3/4" Wirsbo Water Line & 4" ABS Sewer Line from city connection into basement Backfill to City of Regina Specs Haul away excavated dirt Landscaping not included Supply & Install 4" Mainline Backwater Valve if it fits and cast iron under floor isn't rotten. If no room for backwater valve, we will supply & install an Inside Clean-out in basement Re-cement floor 	5,000.00
GST On Sales	250.00
PST On Sales	300.00



GST No. 857480602

**Subtotal \$5,000.00**

**Plus Tax**

*Thank you for the opportunity to quote on this project and we look forward to hearing from you.*

Schedule “G”


**Lead Service Connection Replacement Program Agreement  
(Public/Private/ 5 Year Equalized Payment Plan)**

Dated for reference:

Between:

**THE CITY OF REGINA**  
a municipal corporation in The Province of Saskatchewan (“the City”)

-and-

  
of the City of Regina,  
In the Province of Saskatchewan (“the Owner”)

**WHEREAS**

The Property Owner is the registered owner of the property legally described as the Property”:

**Civic Address: 2457 Wallace Street, Regina, Saskatchewan  
Block: 15, Lot: 46, Plan: 101315472, Subdivision: Assiniboia Place**

-and-

**Civic Address: 2457 Wallace Street, Regina, Saskatchewan  
Block: 15 , Lot: 29 , Plan: U2439, Subdivision: Assiniboia Place**

Terms in this Agreement shall have the same meaning as such words in *The Regina Water Bylaw*, Bylaw No. 8942 (the “**Bylaw**”) whether capitalized or not capitalized;

The City is replacing the city side lead service connection from the main to the property line including a new curb stop.

The Property Owner has a lead service connection on the private side of the Property’s property line that the City requires to be replaced right up to the water meter in the Property.

The Property Owner has chosen not to pay the Contractor directly, but has chosen to use the payment deferral option for equalized payment described below;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and promises hereinafter contained, and for other good and valuable consideration now paid and delivered by each party to the other, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the City and the Consultant each agree with the other as follows:

**General**

1. The Property Owner acknowledges and agrees that they have a lead service connection of

the Property that they want or that the City requires to be replaced right up to the water meter in the Property pursuant to section 19.1 of the Bylaw.

2. The Parties acknowledge and agree that the sewer service connection from the sewer main to the property line may be replaced at the same time as a replacement of the lead service connection, at the City's sole discretion.
3. The Property Owner shall be responsible for the cost to replace the lead service connection on the Property from the Property line to the water meter as well as private side sewer line replacement (the "**Work**") to a maximum of \$10,000.00 as shown in Schedule "A" to this Agreement.
4. The Parties acknowledge and agree that the Work does not include any in-home restoration services, or any costs associated therewith other than repair of any holes made by the Contractor to the Property's foundation and/or concrete floor.
5. The Property Owner agrees to use the City approved licensed water and sewer contractor (the "**Contractor**") to do the Work and to permit the Contractor to enter onto the Property for the purpose of carrying out the Work.
6. The Property Owner shall pay for the portion of Work from the Property-line to the water meter (including applicable taxes) to a cost of \$10,000.00 plus tax (the "**Amount Due**"), which amount shall not exceed \$10,000.00, in the manner set out in in section 9 of this Agreement;
7. The Amount Due shall include the administration fee of \$240.00. This fee must be paid upfront in order to enter into this 5 year equalization payment plan Agreement.

**Payment Deferral Period**

8. The Property Owner selects a five (5) year equalized payment plan which consists of five (5) equalized repayments for the Work, which shall be paid annually or the annual payment may be paid through the City's Tax Installment Payment Plan (TIPPS) if the Property Owner chooses.

**Payment to Contractor**

9. The City shall pay the Contractor the Amount Due on behalf of the Property Owner, and the Property Owner acknowledges and agrees that the Property Owner shall reimburse the City for such Amount Due.

**Property Owner to Reimburse City for Amount Due**

10. The Property Owner agrees that the Property Owner will reimburse the City for the total Amount Due paid by the City to the Contractor on the Property Owner's behalf over a 5 year deferral period.
11. In consideration of the Work and services supplied by the Contractor, the Property Owner understands and agrees that upon the Property Owner providing the signed original copy

of this Agreement to the Contractor, along with a signed copy of the Contractor's invoice indicating that the Work has been completed, the City will inspect the installation and, if completed properly, then pay, on behalf of the Property Owner, the Amount Due for the Work, as identified in the Contractor's invoice, plus applicable taxes, to the Contractor on the Property Owner's behalf.

**Amount Due Added to Property Owner's Taxes for the Property**

12. The Property Owner agrees that the City shall indicate the Amount Due as a pending liability on the property tax information for the Property and that the City shall register the Amount Due, along with any administration fee applicable to the deferral term selected by the Property Owner or Authorized Agent, as a lien against the Property until the Amount Due is paid in full.
13. The Property Owner acknowledges and agrees that if this Agreement is executed and the Work and services completed in accordance with section 11 above between April 1<sup>st</sup> and December 31<sup>st</sup> of any calendar year, then the Amount Due will be added to the property tax for the Property in the year immediately following the calendar year in which the Work and services were provided.
14. The Property Owner acknowledges and agrees that if this Agreement is executed and the Work and services completed in accordance with section 5 above between January 1<sup>st</sup> and March 31<sup>st</sup> of any calendar year, then the Amount Due will appear as a pending liability on the property tax information for the Property in that calendar year and will be added to the property tax for the Property in the year following the calendar year in which the Work and services were provided.
15. The Property Owner agrees that the Amount Due will be added to the Property Owner's property taxes and an administration fee of \$240 will be payable to the City at the time of signing this Agreement. Thereafter, 1/5th of the Five-Year Deferral Total Amount is due and payable on or before June 30th of the following year. In each year thereafter, 1/5th of the Amount Due is due and payable on or before June 30th of each following year until the Amount Due has been paid in full. These are the minimum payments required, but the Property Owner may pay the balance of the annual Amount Due or the balance of the full Amount Due early, if desired, in which case the sums owing will be adjusted accordingly.

For greater certainty, the following example articulates the payment process, namely, if the Work and services are \$5,000.00, and the Work is done in 2021, the administration fee of \$240.00 would be due up front and the sum of \$5000.00 will be added to the 2022 property taxes. Then, on June 30, 2022, 1/5th of the amount (\$1000.00) is due and payable. On June 30, 2023, to and including June 30, 2026, the sum of \$1000.00 is due and payable. If the Property Owner uses TIPP's, the appropriate sums will be added and charged through TIPP's.

**Property Owner Defaults in Repayment of the Deferred Payment**

16. The Property Owner acknowledges and agrees that if the Property Owner fails to make

any of the required payments as indicated in this Agreement on the due date or dates, then the amounts then due, together with all future sums that may become due under this Agreement, shall be due and payable immediately, and the City shall be entitled to collect the same as property tax arrears, together with the City's normal penalties and interest through the City's normal property tax collection system, up to and including taking title to the property for unpaid taxes.

**Transfer of the Property Owner or Sale of the Property**

17. The Property Owner acknowledges and agrees that the Amount Due deferred under the Program shall be repaid to the City upon the death of the Property Owner or upon transfer of ownership of the Property, whichever occurs first, unless otherwise agreed to by the City.
18. If the Property Owner dies, then a representative of their estate shall, within 60 days of the Property Owner's demise, notify the City that the Property Owner is deceased. The Property Owner shall, within 60 days of the sale or transfer of the Property, notify the City that the property has been sold. The City shall then send out notice that the Amount Due is now due and owing. If the amounts remain unpaid after 30 days from the City issuing notice, then the City shall be entitled, unless the City has agreed to another arrangement for repayment of the remaining Amount Due with a subsequent owner, to collect the same as property tax arrears, together with the City's normal penalties and interest through the City's normal property tax collection system, up to and including taking the property for unpaid taxes.
19. In the event the Property Owner or the Property Owner's representative do not repay the City upon transfer of ownership to a third party in accordance with sections 17 or 18 of this Agreement, then the City shall be entitled to recover the unpaid portion of the Amount Due, from any subsequent owner of the Property.
20. The Property Owner covenants and agrees that this Agreement shall be perpetual, shall be construed as running with the Lands and it shall enure to the benefit of and be binding upon the Property Owner, the City and their respective successors and assigns until the Property Owner or its respective successor and assigns has repaid the City the Amount Due in full.

**Property is in Arrears or Falls into Arrears:**

21. The Property Owner acknowledges and agrees that if the property taxes on the Property are found to be in arrears for any reason, including non-payment of taxes unrelated to the installation of the Amount Due, then the amounts then due, together with all future sums that may become due under this Agreement, shall be due and payable immediately and the City will proceed with its regular property tax arrears collection process, regardless of the deferral option selected by the Property Owner in this Agreement above.

**Warranty**

22. The Property Owner acknowledges and agrees that any warranty for the Work done by

the Contractor for the Property Owner is provided by the Contractor, and the Property Owner agrees that the City has not and does not warranty the Contractor's Work, and the City is not liable for such Work in any circumstances.

**Notices**

23. Any notice, consent, authorization, direction, or other communication required or permitted to be given shall be in writing and shall be delivered either by personal delivery or by email, or similar telecommunications device and addressed as follows:

**in the case of the City at:**

**City of Regina  
Attn: LSCMP  
2476 Victoria Avenue  
Regina, Saskatchewan  
S4P 3C8**

**waterworks@regina.ca**

**in the case of the Property Owner, to it at:**

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Email:** \_\_\_\_\_  
**Phone Number(s):** \_\_\_\_\_

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

**THE CITY OF REGINA** on the \_\_\_\_\_ day of \_\_\_\_\_

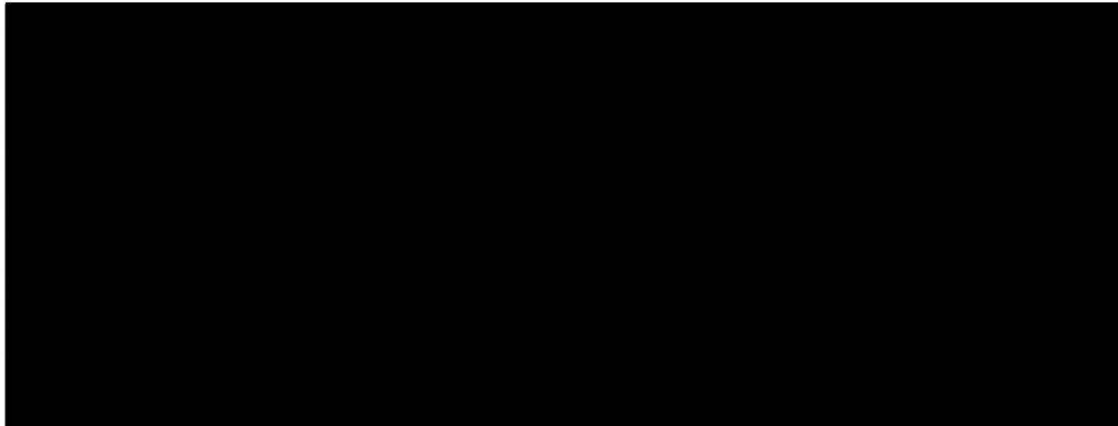
Per: \_\_\_\_\_  
The City Clerk {affix seal}

\_\_\_\_\_ on the 23 day of November 2023

Per: \_\_\_\_\_ Date: 2023.11.23 13:06:26 -06'00'  
Name/Position of Authorized Corporate Signing Officer {affix seal}

**Schedule "A"**  
**Cost of the Work**





Re: 2457 Wallace St., Regina, SK

Estimate to replace existing Lead water line from inside home next to sewer cleanout  
Install new 3/4" wirsbo waterline, re-route water line overhead across floor joist & hook back into  
water meter across basement & install new 3/4" ball valve at meter.

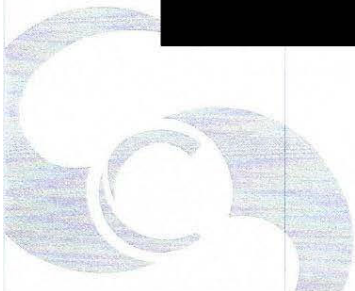
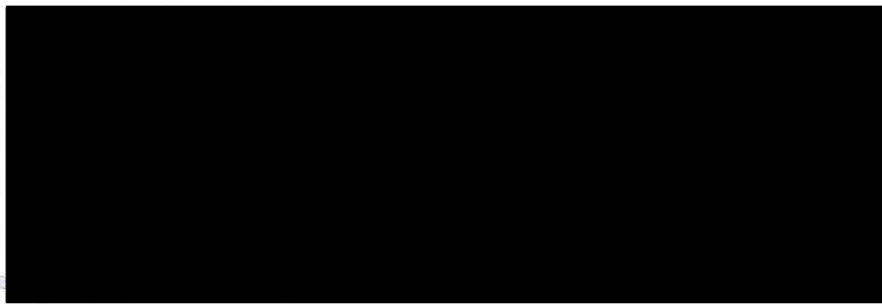
Haul out dirt, fill excavation with sub-base & cap off with yellow clay.

Exterior:

-Equipment and Labour	\$5,200.00 + taxes
-Material	\$2,900.00 + taxes

**Option:** To replace existing sewer line at the same time, install new 4" ABS plastic sewer with  
new 4" backflow valve inside the house & re-cement the floor

\$2,100.00 + taxes



## Schedule "H"

### Lead Service Connection Replacement Program Agreement (Public/Private/ 5 Year Equalized Payment Plan)

Dated for reference: July 12, 2023

Between:

**THE CITY OF REGINA**

a municipal corporation in The Province of Saskatchewan ("the City")

-and-



of the City of Regina,  
in the Province of Saskatchewan ("the Owner")

#### WHEREAS

The Property Owner is the registered owner of the property legally described as the Property":

**2923 15<sup>th</sup> Avenue, Regina, Saskatchewan**  
**Block: 452, Lot: 20, Plan: 98RA28311 Ext 0, Subdivision: Old 33**

Terms in this Agreement shall have the same meaning as such words in *The Regina Water Bylaw*, Bylaw No. 8942 (the "Bylaw") whether capitalized or not capitalized;

The City is replacing the city side lead service connection from the main to the property line including a new curb stop.

The Property Owner has a lead service connection on the private side of the Property's property line that the City requires to be replaced right up to the water meter in the Property.

The Property Owner has chosen not to pay the Contractor directly, but has chosen to use the payment deferral option for equalized payment described below;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and promises hereinafter contained, and for other good and valuable consideration now paid and delivered by each party to the other, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the City and the Consultant each agree with the other as follows:

#### General

1. The Property Owner acknowledges and agrees that they have a lead service connection of the Property that they want or that the City requires to be replaced right up to the water meter in the Property pursuant to section 19.1 of the Bylaw.
2. The Parties acknowledge and agree that the sewer service connection from the sewer main to the property line may be replaced at the same time as a replacement of the lead

service connection, at the City's sole discretion.

3. The Property Owner shall be responsible for the cost to replace the lead service connection on the Property from the Property line to the water meter as well as private side sewer line replacement (the "**Work**") to a maximum of \$10,000.00 as shown in Schedule "A" to this Agreement.
4. The Parties acknowledge and agree that the Work does not include any in-home restoration services, or any costs associated therewith other than repair of any holes made by the Contractor to the Property's foundation and/or concrete floor.
5. The Property Owner agrees to use the City approved licensed water and sewer contractor (the "**Contractor**") to do the Work and to permit the Contractor to enter onto the Property for the purpose of carrying out the Work.
6. The Property Owner shall pay for the portion of Work from the Property-line to the water meter (including applicable taxes) to a cost of \$8,040.00 plus tax (the "**Amount Due**"), which amount shall not exceed \$10,000.00, in the manner set out in in section 9 of this Agreement;
7. The Amount Due shall include the administration fee of \$240.00. This fee must be paid upfront in order to enter into this 5 year equalization payment plan Agreement.

**Payment Deferral Period**

8. The Property Owner selects a five (5) year equalized payment plan which consists of five (5) equalized repayments for the Work, which shall be paid annually or the annual payment may be paid through the City's Tax Installment Payment Plan (TIPPS) if the Property Owner chooses.

**Payment to Contractor**

9. The City shall pay the Contractor the Amount Due on behalf of the Property Owner, and the Property Owner acknowledges and agrees that the Property Owner shall reimburse the City for such Amount Due.

**Property Owner to Reimburse City for Amount Due**

10. The Property Owner agrees that the Property Owner will reimburse the City for the total Amount Due paid by the City to the Contractor on the Property Owner's behalf over a 5 year deferral period.
11. In consideration of the Work and services supplied by the Contractor, the Property Owner understands and agrees that upon the Property Owner providing the signed original copy of this Agreement to the Contractor, along with a signed copy of the Contractor's invoice indicating that the Work has been completed, the City will inspect the installation and, if completed properly, then pay, on behalf of the Property Owner, the Amount Due for the Work, as identified in the Contractor's invoice, plus applicable taxes, to the Contractor on the Property Owner's behalf.

**Amount Due Added to Property Owner's Taxes for the Property**

12. The Property Owner agrees that the City shall indicate the Amount Due as a pending liability on the property tax information for the Property and that the City shall register the Amount Due, along with any administration fee applicable to the deferral term selected by the Property Owner or Authorized Agent, as a lien against the Property until the Amount Due is paid in full.
13. The Property Owner acknowledges and agrees that if this Agreement is executed and the Work and services completed in accordance with section 11 above between April 1<sup>st</sup> and December 31<sup>st</sup> of any calendar year, then the Amount Due will be added to the property tax for the Property in the year immediately following the calendar year in which the Work and services were provided.
14. The Property Owner acknowledges and agrees that if this Agreement is executed and the Work and services completed in accordance with section 5 above between January 1<sup>st</sup> and March 31<sup>st</sup> of any calendar year, then the Amount Due will appear as a pending liability on the property tax information for the Property in that calendar year and will be added to the property tax for the Property in the year following the calendar year in which the Work and services were provided.
15. The Property Owner agrees that the Amount Due will be added to the Property Owner's property taxes and an administration fee of \$240 will be payable to the City at the time of signing this Agreement. Thereafter, 1/5th of the Five-Year Deferral Total Amount is due and payable on or before June 30th of the following year. In each year thereafter, 1/5th of the Amount Due is due and payable on or before June 30th of each following year until the Amount Due has been paid in full. These are the minimum payments required, but the Property Owner may pay the balance of the annual Amount Due or the balance of the full Amount Due early, if desired, in which case the sums owing will be adjusted accordingly.

For greater certainty, the following example articulates the payment process, namely, if the Work and services are \$5,000.00, and the Work is done in 2021, the administration fee of \$240.00 would be due up front and the sum of \$5000.00 will be added to the 2022 property taxes. Then, on June 30, 2022, 1/5th of the amount (\$1000.00) is due and payable. On June 30, 2023, to and including June 30, 2026, the sum of \$1000.00 is due and payable. If the Property Owner uses TIPP's, the appropriate sums will be added and charged through TIPP's.

**Property Owner Defaults in Repayment of the Deferred Payment**

16. The Property Owner acknowledges and agrees that if the Property Owner fails to make any of the required payments as indicated in this Agreement on the due date or dates, then the amounts then due, together with all future sums that may become due under this Agreement, shall be due and payable immediately, and the City shall be entitled to collect the same as property tax arrears, together with the City's normal penalties and interest through the City's normal property tax collection system, up to and including taking title



to the property for unpaid taxes.

**Transfer of the Property Owner or Sale of the Property**

17. The Property Owner acknowledges and agrees that the Amount Due deferred under the Program shall be repaid to the City upon the death of the Property Owner or upon transfer of ownership of the Property, whichever occurs first, unless otherwise agreed to by the City.
18. If the Property Owner dies, then a representative of their estate shall, within 60 days of the Property Owner's demise, notify the City that the Property Owner is deceased. The Property Owner shall, within 60 days of the sale or transfer of the Property, notify the City that the property has been sold. The City shall then send out notice that the Amount Due is now due and owing. If the amounts remain unpaid after 30 days from the City issuing notice, then the City shall be entitled, unless the City has agreed to another arrangement for repayment of the remaining Amount Due with a subsequent owner, to collect the same as property tax arrears, together with the City's normal penalties and interest through the City's normal property tax collection system, up to and including taking the property for unpaid taxes.
19. In the event the Property Owner or the Property Owner's representative do not repay the City upon transfer of ownership to a third party in accordance with sections 17 or 18 of this Agreement, then the City shall be entitled to recover the unpaid portion of the Amount Due, from any subsequent owner of the Property.
20. The Property Owner covenants and agrees that this Agreement shall be perpetual, shall be construed as running with the Lands and it shall enure to the benefit of and be binding upon the Property Owner, the City and their respective successors and assigns until the Property Owner or its respective successor and assigns has repaid the City the Amount Due in full.

**Property is in Arrears or Falls into Arrears:**

21. The Property Owner acknowledges and agrees that if the property taxes on the Property are found to be in arrears for any reason, including non-payment of taxes unrelated to the installation of the Amount Due, then the amounts then due, together with all future sums that may become due under this Agreement, shall be due and payable immediately and the City will proceed with its regular property tax arrears collection process, regardless of the deferral option selected by the Property Owner in this Agreement above.

**Warranty**

22. The Property Owner acknowledges and agrees that any warranty for the Work done by the Contractor for the Property Owner is provided by the Contractor, and the Property Owner agrees that the City has not and does not warrant the Contractor's Work, and the City is not liable for such Work in any circumstances.

**Notices**

- 23. Any notice, consent, authorization, direction, or other communication required or permitted to be given shall be in writing and shall be delivered either by personal delivery or by email, or similar telecommunications device and addressed as follows:

**in the case of the City at:**

**City of Regina  
 Attn: LSCMP  
 2476 Victoria Avenue  
 Regina, Saskatchewan  
 S4P 3C8**

**waterworks@regina.ca**

**in the case of the Property Owner, to it at:**

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Email \_\_\_\_\_  
 Phone Numbers \_\_\_\_\_

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

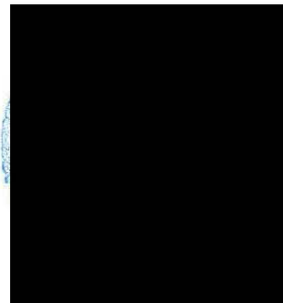
**THE CITY OF REGINA** on the 17 day of

Per: \_\_\_\_\_  
The City Clerk

{affix seal}

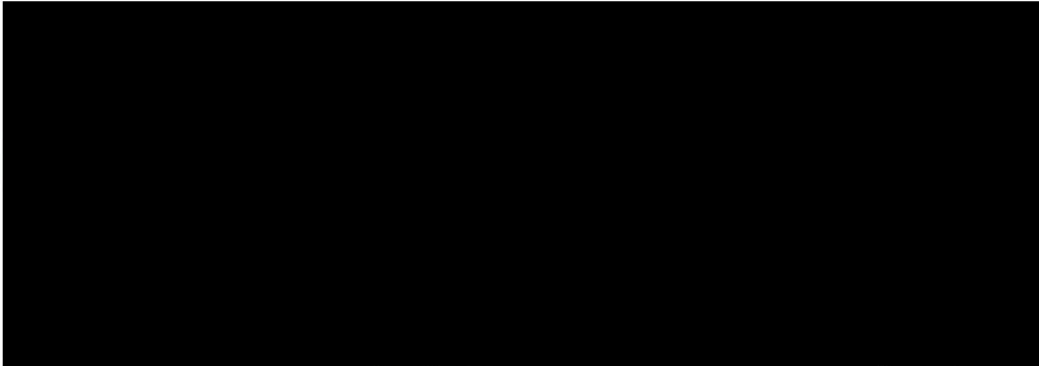
\_\_\_\_\_ on the \_\_\_\_ day of July, 2023

Per: \_\_\_\_\_  
Name/Position of Authorized Corporate Signing Officer



**Schedule "A"**

**Cost of the Work**



Description	Amount
Supply & Install new 3/4" Wirsbo Water Line from city connection into basement	7,800.00
Supply & Install new 4" ABS Sewer Line from city connection into basement	
Backfill to City of Regina Specs	
Haul away excavated dirt	
Landscaping not included	
Supply & Install 4" Mainline Backwater Valve if it fits and cast iron under floor isn't rotten. If no room for backwater valve, we will supply & install an Inside Clean-out in basement	
Re-cement floor	
GST On Sales	390.00
PST On Sales	468.00



GST No. 857480602

**Subtotal**

**\$7,800.00**

**Plus Tax**

*Thank you for the opportunity to quote on this project and we look forward to hearing from you.*





Schedule "I"

**Lead Service Connection Replacement Program Agreement  
(Public/Private/ 5 Year Equalized Payment Plan)**


Dated for reference

Between:

**THE CITY OF REGINA**

a municipal corporation in The Province of Saskatchewan ("the City")

-and-

  
of the City of Regina,  
In the Province of Saskatchewan ("the Owner")

**WHEREAS**

The Property Owner is the registered owner of the property legally described as the Property":

**3045 Angus Street, Regina, Saskatchewan  
Block: 600, Lot: 13, Plan: 101227777 Ext 41, Subdivision: Lakeview**

Terms in this Agreement shall have the same meaning as such words in *The Regina Water Bylaw*, Bylaw No. 8942 (the "Bylaw") whether capitalized or not capitalized;

The City is replacing the city side lead service connection from the main to the property line including a new curb stop.

The Property Owner has a lead service connection on the private side of the Property's property line that the City requires to be replaced right up to the water meter in the Property.

The Property Owner has chosen not to pay the Contractor directly, but has chosen to use the payment deferral option for equalized payment described below;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and promises hereinafter contained, and for other good and valuable consideration now paid and delivered by each party to the other, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the City and the Consultant each agree with the other as follows:

**General**

1. The Property Owner acknowledges and agrees that they have a lead service connection of the Property that they want or that the City requires to be replaced right up to the water meter in the Property pursuant to section 19.1 of the Bylaw.
2. The Parties acknowledge and agree that the sewer service connection from the sewer main to the property line may be replaced at the same time as a replacement of the lead

- service connection, at the City's sole discretion;
3. The Property Owner shall be responsible for the cost to replace the lead service connection on the Property from the Property line to the water meter as well as private side sewer line replacement (the "Work") to a maximum of \$10,000.00 as shown in Schedule "A" to this Agreement.
  4. The Parties acknowledge and agree that the Work does not include any in-home restoration services, or any costs associated therewith other than repair of any holes made by the Contractor to the Property's foundation and/or concrete floor.
  5. The Property Owner agrees to use the City approved licensed water and sewer contractor (the "Contractor") to do the Work and to permit the Contractor to enter onto the Property for the purpose of carrying out the Work.
  6. The Property Owner shall pay for the portion of Work from the Property-line to the water meter (including applicable taxes) to a cost of \$4240.00 plus tax (the "Amount Due"), which amount shall not exceed \$10,000.00, in the manner set out in in section 9 of this Agreement;
  7. The Amount Due shall include the administration fee of \$240.00. This fee must be paid upfront in order to enter into this 5 year equalization payment plan Agreement.

**Payment Deferral Period**

8. The Property Owner selects a five (5) year equalized payment plan which consists of five (5) equalized repayments for the Work, which shall be paid annually or the annual payment may be paid through the City's Tax Installment Payment Plan (TIPPS) if the Property Owner chooses.

**Payment to Contractor**

9. The City shall pay the Contractor the Amount Due on behalf of the Property Owner, and the Property Owner acknowledges and agrees that the Property Owner shall reimburse the City for such Amount Due.

**Property Owner to Reimburse City for Amount Due**

10. The Property Owner agrees that the Property Owner will reimburse the City for the total Amount Due paid by the City to the Contractor on the Property Owner's behalf over a 5 year deferral period.
11. In consideration of the Work and services supplied by the Contractor, the Property Owner understands and agrees that upon the Property Owner providing the signed original copy of this Agreement to the Contractor, along with a signed copy of the Contractor's invoice indicating that the Work has been completed, the City will inspect the installation and, if completed properly, then pay, on behalf of the Property Owner, the Amount Due for the Work, as identified in the Contractor's invoice, plus applicable taxes, to the Contractor on the Property Owner's behalf.

**Amount Due Added to Property Owner's Taxes for the Property**

12. The Property Owner agrees that the City shall indicate the Amount Due as a pending liability on the property tax information for the Property and that the City shall register the Amount Due, along with any administration fee applicable to the deferral term selected by the Property Owner or Authorized Agent, as a lien against the Property until the Amount Due is paid in full.
13. The Property Owner acknowledges and agrees that if this Agreement is executed and the Work and services completed in accordance with section 11 above between April 1<sup>st</sup> and December 31<sup>st</sup> of any calendar year, then the Amount Due will be added to the property tax for the Property in the year immediately following the calendar year in which the Work and services were provided.
14. The Property Owner acknowledges and agrees that if this Agreement is executed and the Work and services completed in accordance with section 5 above between January 1<sup>st</sup> and March 31<sup>st</sup> of any calendar year, then the Amount Due will appear as a pending liability on the property tax information for the Property in that calendar year and will be added to the property tax for the Property in the year following the calendar year in which the Work and services were provided.
15. The Property Owner agrees that the Amount Due will be added to the Property Owner's property taxes and an administration fee of \$240 will be payable to the City at the time of signing this Agreement. Thereafter, 1/5th of the Five-Year Deferral Total Amount is due and payable on or before June 30th of the following year. In each year thereafter, 1/5th of the Amount Due is due and payable on or before June 30th of each following year until the Amount Due has been paid in full. These are the minimum payments required, but the Property Owner may pay the balance of the annual Amount Due or the balance of the full Amount Due early, if desired, in which case the sums owing will be adjusted accordingly.

For greater certainty, the following example articulates the payment process, namely, if the Work and services are \$5,000.00, and the Work is done in 2021, the administration fee of \$240.00 would be due up front and the sum of \$5000.00 will be added to the 2022 property taxes. Then, on June 30, 2022, 1/5th of the amount (\$1000.00) is due and payable. On June 30, 2023, to and including June 30, 2026, the sum of \$1000.00 is due and payable. If the Property Owner uses TIPP's, the appropriate sums will be added and charged through TIPP's.

**Property Owner Defaults in Repayment of the Deferred Payment**

16. The Property Owner acknowledges and agrees that if the Property Owner fails to make any of the required payments as indicated in this Agreement on the due date or dates, then the amounts then due, together with all future sums that may become due under this Agreement, shall be due and payable immediately, and the City shall be entitled to collect the same as property tax arrears, together with the City's normal penalties and interest through the City's normal property tax collection system, up to and including taking title

to the property for unpaid taxes.

**Transfer of the Property Owner or Sale of the Property**

17. The Property Owner acknowledges and agrees that the Amount Due deferred under the Program shall be repaid to the City upon the death of the Property Owner or upon transfer of ownership of the Property, whichever occurs first, unless otherwise agreed to by the City.
18. If the Property Owner dies, then a representative of their estate shall, within 60 days of the Property Owner's demise, notify the City that the Property Owner is deceased. The Property Owner shall, within 60 days of the sale or transfer of the Property, notify the City that the property has been sold. The City shall then send out notice that the Amount Due is now due and owing. If the amounts remain unpaid after 30 days from the City issuing notice, then the City shall be entitled, unless the City has agreed to another arrangement for repayment of the remaining Amount Due with a subsequent owner, to collect the same as property tax arrears, together with the City's normal penalties and interest through the City's normal property tax collection system, up to and including taking the property for unpaid taxes.
19. In the event the Property Owner or the Property Owner's representative do not repay the City upon transfer of ownership to a third party in accordance with sections 17 or 18 of this Agreement, then the City shall be entitled to recover the unpaid portion of the Amount Due, from any subsequent owner of the Property.
20. The Property Owner covenants and agrees that this Agreement shall be perpetual, shall be construed as running with the Lands and it shall enure to the benefit of and be binding upon the Property Owner, the City and their respective successors and assigns until the Property Owner or its respective successor and assigns has repaid the City the Amount Due in full.

**Property is in Arrears or Falls into Arrears:**

21. The Property Owner acknowledges and agrees that if the property taxes on the Property are found to be in arrears for any reason, including non-payment of taxes unrelated to the installation of the Amount Due, then the amounts then due, together with all future sums that may become due under this Agreement, shall be due and payable immediately and the City will proceed with its regular property tax arrears collection process, regardless of the deferral option selected by the Property Owner in this Agreement above.

**Warranty**

22. The Property Owner acknowledges and agrees that any warranty for the Work done by the Contractor for the Property Owner is provided by the Contractor, and the Property Owner agrees that the City has not and does not warranty the Contractor's Work, and the City is not liable for such Work in any circumstances.

**Notices**



23. Any notice, consent, authorization, direction, or other communication required or permitted to be given shall be in writing and shall be delivered either by personal delivery or by email, or similar telecommunications device and addressed as follows:

in the case of the City at:  
City of Regina  
Attn: LSCMP  
2476 Victoria Avenue  
Regina, Saskatchewan  
S4P 3C8

waterworks@regina.ca

in the case of the Property Owner, to it at:

Name:  
Address:  
Email:  
Phone Number(s):



IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

THE CITY OF REGINA on the \_\_\_\_\_ day of \_\_\_\_\_

Per: \_\_\_\_\_  
The City Clerk {at

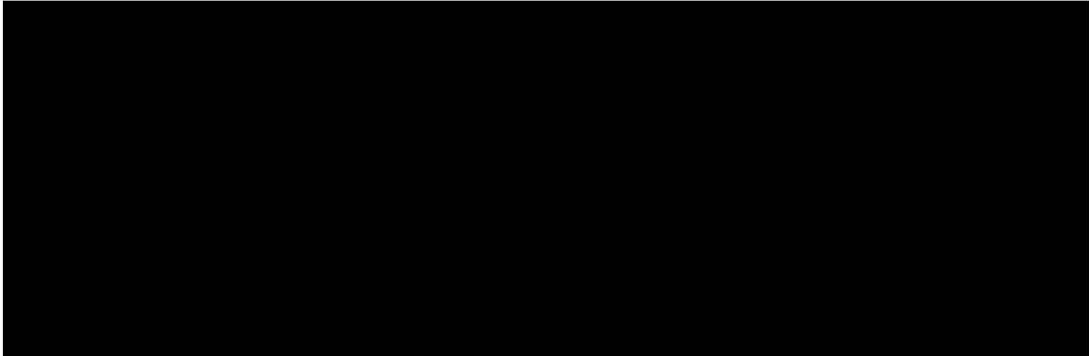
\_\_\_\_\_ on the 27 day of November 2023 \_\_\_\_\_


Per: \_\_\_\_\_  
Name/Position of Authorized Corporate Signing Officer {affix seal}



**Schedule "A"**  
**Cost of the Work**





Description	Amount
RE: 3045 Angus St. - Molly McCreary and Ben Freitag	
Private-side Sewer and Lead Replacement - Material	1,400.00
Private-side Sewer and Lead Replacement - Labour	2,600.00
City-side Sewer Replacement - Material	2,000.00
City-side Sewer Replacement - Labour	2,500.00
City-side Lead Replacement - Material	2,500.00
City-side Lead Replacement - Labour	2,500.00
Excavation / Earth Moving	8,000.00
Restoration	4,000.00
Mobilization	2,000.00
	
GST On Sales	1,375.00
PST On Sales	1,650.00



GST No. 857480602

**Subtotal \$27,500.00**

**Plus Tax**

*Thank you for the opportunity to quote on this project and we look forward to hearing from you.*



Schedule "J"

**Lead Service Connection Replacement Program Agreement  
(Public/Private/ 5 Year Equalized Payment Plan)**

Dated for reference

Between:

**THE CITY OF REGINA**

a municipal corporation in The Province of Saskatchewan ("the City")

-and-



of the City of Regina,  
In the Province of Saskatchewan ("the Owner")

**WHEREAS**

The Property Owner is the registered owner of the property legally described as the Property":

**Civic Address: 2325 Lindsay Street, Regina, Saskatchewan  
Block: 76, Lot: 7, Plan: DV270, Subdivision: Broders Annex**

-and-

**Civic Address: 2325 Lindsay Street, Regina, Saskatchewan  
Block: 76, Lot: 51, Plan: 101202444, Subdivision: Broders Annex**

Terms in this Agreement shall have the same meaning as such words in *The Regina Water Bylaw*, Bylaw No. 8942 (the "Bylaw") whether capitalized or not capitalized;

The City is replacing the city side lead service connection from the main to the property line including a new curb stop.

The Property Owner has a lead service connection on the private side of the Property's property line that the City requires to be replaced right up to the water meter in the Property.

The Property Owner has chosen not to pay the Contractor directly, but has chosen to use the deferred payment agreement for equalized payment described below;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and promises hereinafter contained, and for other good and valuable consideration now paid and delivered by each party to the other, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the City and the Consultant each agree with the other as follows:

**General**

The Property Owner acknowledges and agrees that they have a lead service connection of

the Property that they want or that the City requires to be replaced right up to the water meter in the Property pursuant to section 19.1 of the Bylaw.

2. The Parties acknowledge and agree that the sewer service connection from the sewer main to the property line may be replaced at the same time as a replacement of the lead service connection, at the City's sole discretion.
3. The Property Owner shall be responsible for the cost to replace the lead service connection on the Property from the Property line to the water meter as well as private side sewer line replacement (the "Work") to a maximum of \$10,000.00 as shown in Schedule "A" to this Agreement.
4. The Parties acknowledge and agree that the Work does not include any in-home restoration services, or any costs associated therewith other than repair of any holes made by the Contractor to the Property's foundation and/or concrete floor.
5. The Property Owner agrees to use the City approved licensed water and sewer contractor (the "Contractor") to do the Work and to permit the Contractor to enter onto the Property for the purpose of carrying out the Work.
6. The Property Owner shall pay for the portion of Work from the Property-line to the water meter (including applicable taxes) to a cost of \$5740.00 plus tax (the "Amount Due"), which amount shall not exceed \$10,000.00, in the manner set out in in section 9 of this Agreement;
7. The Amount Due shall include the administration fee of \$240.00. This fee must be paid upfront in order to enter into this 5 year equalization payment plan Agreement.

**Deferred Payment Agreement Period**

8. The Property Owner selects a five (5) year equalized payment plan which consists of five (5) equalized repayments for the Work, which shall be paid annually or the annual payment may be paid through the City's Tax Installment Payment Plan (TIPPS) if the Property Owner chooses.

**Payment to Contractor**

9. The City shall pay the Contractor the Amount Due on behalf of the Property Owner, and the Property Owner acknowledges and agrees that the Property Owner shall reimburse the City for such Amount Due.

**Property Owner to Reimburse City for Amount Due**

10. The Property Owner agrees that the Property Owner will reimburse the City for the total Amount Due paid by the City to the Contractor on the Property Owner's behalf over a 5 year deferred payment period.
11. In consideration of the Work and services supplied by the Contractor, the Property Owner understands and agrees that upon the Property Owner providing the signed original copy

of this Agreement to the Contractor, along with a signed copy of the Contractor's invoice indicating that the Work has been completed, the City will inspect the installation and, if completed properly, then pay, on behalf of the Property Owner, the Amount Due for the Work, as identified in the Contractor's invoice, plus applicable taxes, to the Contractor on the Property Owner's behalf.

**Amount Due Added to Property Owner's Taxes for the Property**

- 12. The Property Owner agrees that the City shall indicate the Amount Due as a pending liability on the property tax information for the Property and that the City shall register the Amount Due, along with any administration fee applicable to the deferred payment agreement term selected by the Property Owner or Authorized Agent, as a lien against the Property until the Amount Due is paid in full.
- 13. The Property Owner acknowledges and agrees that if this Agreement is executed and the Work and services completed in accordance with section 11 above between April 1<sup>st</sup> and December 31<sup>st</sup> of any calendar year, then the Amount Due will be added to the property tax for the Property in the year immediately following the calendar year in which the Work and services were provided.
- 14. The Property Owner acknowledges and agrees that if this Agreement is executed and the Work and services completed in accordance with section 5 above between January 1<sup>st</sup> and March 31<sup>st</sup> of any calendar year, then the Amount Due will appear as a pending liability on the property tax information for the Property in that calendar year and will be added to the property tax for the Property in the year following the calendar year in which the Work and services were provided.
- 15. The Property Owner agrees that the Amount Due will be added to the Property Owner's property taxes and an administration fee of \$240 will be payable to the City at the time of signing this Agreement. Thereafter, 1/5th of the Five-Year Deferred Payment Agreement Total Amount is due and payable on or before June 30th of the following year. In each year thereafter, 1/5th of the Amount Due is due and payable on or before June 30th of each following year until the Amount Due has been paid in full. These are the minimum payments required, but the Property Owner may pay the balance of the annual Amount Due or the balance of the full Amount Due early, if desired, in which case the sums owing will be adjusted accordingly.

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**Property Owner Defaults in Repayment of the Deferred Payment**



16. The Property Owner acknowledges and agrees that if the Property Owner fails to make any of the required payments as indicated in this Agreement on the due date or dates, then the amounts then due, together with all future sums that may become due under this Agreement, shall, at the City's sole discretion, be due and payable immediately, and the City shall be entitled to collect the same as property tax arrears, together with the City's normal penalties and interest through the City's normal property tax collection system, up to and including taking title to the property for unpaid taxes.

**Transfer of the Property Owner or Sale of the Property**

17. The Property Owner acknowledges and agrees that the Amount Due deferred under the Program shall be repaid to the City upon the death of the Property Owner or upon transfer of ownership of the Property, whichever occurs first, unless otherwise agreed to by the City.
18. If the Property Owner dies, then a representative of their estate shall, within 60 days of the Property Owner's demise, notify the City that the Property Owner is deceased. The Property Owner shall, within 60 days of the sale or transfer of the Property, notify the City that the property has been sold. The City shall then send out notice that the Amount Due is now due and owing. If the amounts remain unpaid after 30 days from the City issuing notice, then the City shall be entitled, unless the City has agreed to another arrangement for repayment of the remaining Amount Due with a subsequent owner, to collect the same as property tax arrears, together with the City's normal penalties and interest through the City's normal property tax collection system, up to and including taking the property for unpaid taxes.
19. In the event the Property Owner or the Property Owner's representative do not repay the City upon transfer of ownership to a third party in accordance with sections 17 or 18 of this Agreement, then the City shall be entitled to recover the unpaid portion of the Amount Due, from any subsequent owner of the Property.
20. The Property Owner covenants and agrees that this Agreement shall be perpetual, shall be construed as running with the Lands and it shall enure to the benefit of and be binding upon the Property Owner, the City and their respective successors and assigns until the Property Owner or its respective successor and assigns has repaid the City the Amount Due in full.

**Property is in Arrears or Falls into Arrears:**

21. The Property Owner acknowledges and agrees that if the property taxes on the Property are found to be in arrears for any reason, including non-payment of taxes unrelated to the installation of the Amount Due, then the amounts then due, together with all future sums that may become due under this Agreement, shall, at the City's sole discretion, be due and payable immediately and the City will proceed with its regular property tax arrears collection process, regardless of the deferred payment agreement option selected by the Property Owner in this Agreement above.

**Warranty**

22. The Property Owner acknowledges and agrees that any warranty for the Work done by the Contractor for the Property Owner is provided by the Contractor, and the Property Owner agrees that the City has not and does not warrant the Contractor's Work, and the City is not liable for such Work in any circumstances.

**Notices**

23. Any notice, consent, authorization, direction, or other communication required or permitted to be given shall be in writing and shall be delivered either by personal delivery or by email, or similar telecommunications device and addressed as follows:

**in the case of the City at:**  
City of Regina  
Attn: LSCMP  
2476 Victoria Avenue  
Regina, Saskatchewan  
S4P 3C8

waterworks@regina.ca

**in the case of the Property Owner, to it at:**

Name:

Address:

Email:

Phone Number(s):



IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.


**THE CITY OF REGINA** on the \_\_\_\_\_ day of \_\_\_\_\_

Per:


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



{affix seal}

 on the 5 day of December, 2023

Per:   
Name/Position of Authorized Corporate Signing Officer {affix seal}

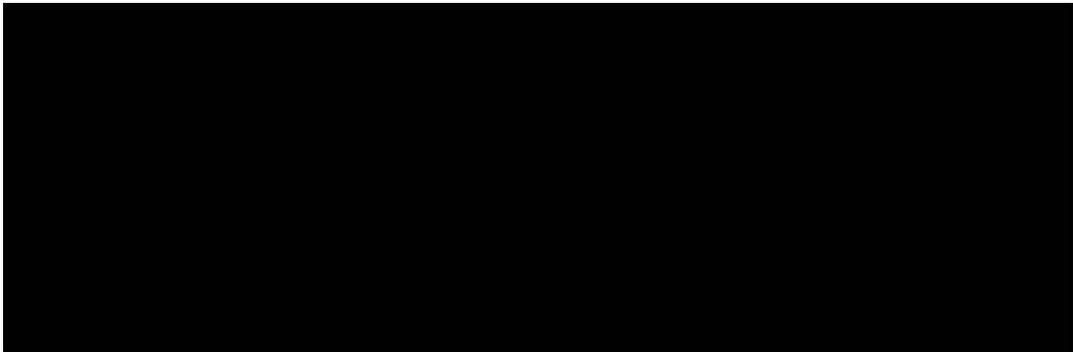
 on the 5<sup>th</sup> day of December 2023

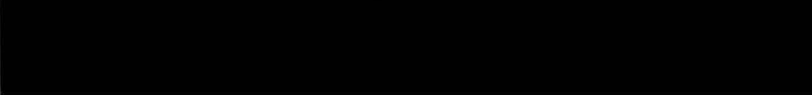
Per:   
Name/Position of Authorized Corporate Signing Officer {affix seal}





**Schedule "A"**  
**Cost of the Work**



Description	Amount
Supply & Install new 3/4" Wirsbo Water Line & 4" ABS Sewer Line from city connection into basement Backfill to City of Regina Specs Haul away excavated dirt Landscaping not included	4,500.00
Supply & Install 4" Mainline Backwater Valve if it fits and cast iron under floor isn't rotten. If no room for backwater valve, we will supply & install an Inside Clean-out in basement	
Re-cement floor	
Cut down and haul away tree in excavation area	1,000.00
	
GST On Sales	275.00
PST On Sales	330.00



GST No. 857480602

**Subtotal**

**\$5,500.00**

Plus Tax

*Thank you for the opportunity to quote on this project and we look forward to hearing from you.*

ABSTRACT  
BYLAW NO. 2024-2

THE LEAD AFFORDABLE ACCESS PROGRAM MUNICIPAL PROPERTY TAX  
DEFERRAL PROGRAM BYLAW, 2024

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PURPOSE:	The purpose of this Bylaw is to provide authority for tax deferrals for the specific properties who have taxpayers who meet the eligibility requirements of the Affordable Address Program for lead service connection replacement, as set out in Bylaw 8942, <i>The Regina Water Bylaw</i> . This program provides for property tax deferrals for property owners who are replacing their lead service connection. Repayment of the deferral of taxes is required where: the property is sold or transferred; the senior citizen or person with a disability is no longer a resident of the property. There are some exceptions where a taxpayer can apply to delay repayment. The deferred taxes are secured by registering a lien on a property subject to deferral. Taxpayers can repay taxes at any time.
ABSTRACT:	This Bylaw sets out those specific properties that are eligible for a tax deferral under the Affordable Access Program for lead service connection replacement as set out in Bylaw 8942, <i>The Regina Water Bylaw</i> .
STATUTORY AUTHORITY:	Section 244(1) and (2) of <i>The Cities Act</i>
MINISTER'S APPROVAL:	N/A
PUBLIC HEARING:	N/A
PUBLIC NOTICE:	N/A
REFERENCE:	Executive Committee, March 9, 2022, EX22-23 and City Council, March 16, 2022, CR22-31 and Bylaw 8942, <i>The Regina Water Bylaw</i> which sets out the terms of the program
AMENDS/REPEALS:	new Bylaw
CLASSIFICATION:	Administrative
INITIATING DIVISION:	Citizen Services
INITIATING DEPARTMENT:	Program Development & Delivery