



Bylaw No. 2023-31

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. 2023-31

THE HERITAGE MAINTENANCE AND MAJOR GRANT AGREEMENT
EXECUTION BYLAW, 2023 (No. 2)

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

Statutory Authority

1 The statutory authority for this Bylaw is subsection 89(4) of *The Cities Act* and clause 28(a) of *The Heritage Property Act*.

Interpretation

2 In this Bylaw:

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

(a) the property owned by Azaljot Singh Grewal, located at 3160 Albert Street and legally described as:

Lot 5
Block 631
Plan AP3598, Extension 0

(b) the property owned by Jia He Chen, located at 1903 Cameron Street and legally described as:

Lot 1
Block 337
Plan OLD33, Extension 0

(c) the property owned by Xu Liu and Yun Wang, located at 77 Leopold Crescent and legally described as:

Lots 1 and 2
Block 1
Plan DV 678, Extension 0

(d) the property owned by Tyler Heath Banadyga and Kim Ruth Waddell, located at 1848 Retallack Street and legally described as:

Lot 14
Block 315
Plan OLD33, Extension 0

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

City Solicitor

- (e) the property owned by Azaljot Singh Grewal, located at 3160 Albert Street and legally described as:

Lot 5
 Block 631
 Plan AP3598, Extension 0

- (f) the property owned by Sadhananda Buddhist Vihara Inc., located at 1401 Robinson Street and legally described as:

Lots 1, 2 and 3
 Block 211
 Plan OLD33, Extension 2

“City” means the City of Regina.

Agreement Execution

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

Coming Into Force

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

READ A FIRST TIME THIS 8th DAY OF March 2023.

READ A SECOND TIME THIS 8th DAY OF March 2023.

READ A THIRD TIME AND PASSED THIS 8th DAY OF March 2023.

S. Masters

 Mayor

J. Nicol

 City Clerk (SEAL)

CERTIFIED A TRUE COPY

 City Clerk

Schedule "A"

**CONSERVATION OF HERITAGE PROPERTIES
MAINTENANCE GRANT AGREEMENT – 3160 ALBERT STREET
COOK RESIDENCE**

Agreement dated _____, 202__
(City Clerk to put in date)

Between:

THE CITY OF REGINA
(the "City")

- and -

AZALJOT SINGH GREWAL
(referred to in this Agreement as the "Owner")

The Parties agree as follows:

Definitions

1 In this Bylaw:

"**Eligible Work**" means the work on the property as determined by the Executive Director to be eligible for consideration pursuant to the City's *Heritage Incentive Policy* and which corresponds with the eligible work items presented to the Executive Committee on November 30, 2022, which work is generally described in Schedule A to this Agreement.

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

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

"**Property**" means the real property owned by the Owner located at 3160 Albert Street, Regina, Saskatchewan and legally described as:

Surface Parcel: 109501736
Lot 5, Blk/Par 631, Plan AP3598 EXT. 0 as described on Certificate of Title
98RA06336

Cash Grant

2 Pursuant to clause 28(a) of *The Heritage Property Act*, and subject to the terms of this Agreement, the City shall provide the Owner with a cash grant for the Property in an amount equal to the lesser of:

- (a) 50 percent of the actual costs incurred by, or on behalf of, the Owner in completing the Eligible Work; or
- (b) \$3413.25.

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

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

Owner's Covenants

4 The Owner shall promptly:

- (a) notify the City of any occurrences which would, pursuant to this Agreement, terminate this Agreement;
- (b) provide the Executive Director with any information, documentation, or access to the Property requested by the Executive Director to check the progress of the Eligible Work for the purposes of this Agreement.

5 The Owner shall ensure all work undertaken to the Property shall correspond with the Eligible Work items presented to the Executive Committee on November 30, 2022 and the *Standards and Guidelines for the Conservation of Historic Places in Canada* and that all deviations must receive written approval from the Executive Director.

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

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

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

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

- 6.1 The Owner agrees that they will, to the City's satisfaction, as soon as reasonably possible after the issuance of any required permits, commence work on the conservation of the Property in accordance with any required permits, including any Heritage Alteration Permits and thereafter will diligently carry out such work until the Property is conserved in accordance with any required permits, and this Agreement.
- 7(1) Upon completion of the Eligible Work, or in the alternative, upon completion of an item of the Eligible Work, the Owner shall submit to the Executive Director detailed written documentation of payments made for actual costs incurred (i.e. itemized invoices and receipts) in the completion of identified Eligible Work items as described in Schedule A.
- (2) If a work item that is submitted does not qualify as an Eligible Work item, then it shall not be included for the purposes of calculating this cash grant.
- (3) The Executive Director may request further documentation from the Owner and may independently gather estimates as to the Eligible Work in order to confirm the authenticity of the documentation of payments made for actual costs incurred (i.e. itemized invoices and receipts).
- (4) In the event that actual costs exceed the corresponding estimates by more than 10 percent, the Owner shall provide full particulars as to the reason(s) for such overruns.
- (5) It is understood that the City may decline to approve any cost overrun, or portion thereof, if considered not to be reasonably or necessarily incurred for eligible work.
- (6) The cash grant will not be provided unless and until the Executive Director receives the documentation in subsections (1), (2), (3) and (4) and has confirmed the authenticity of the same as well as the quality of the work.
- (7) The Executive Director will conclusively determine the cost of Eligible Work in Schedule A after the Executive Director has viewed the estimates and received information pursuant to section 7.
- (8) To be eligible for the cash grant, the Owner is required to ensure that all Eligible Work be:
- (a) of good quality; and
 - (b) completed in a good and professional manner, in accordance with good and recognised standards, methods, practices and principles employed in the industry for similar work.
- 8(1) Upon completion of the Eligible Work, or portion thereof, the Executive Director:
- (a) shall review the documentation submitted pursuant to section 7;

- (b) may inspect the Property to confirm the completion of the Eligible Work, or portion thereof as well as to confirm that the Eligible Work has been completed and is of good quality and completed in a good and professional manner; and
 - (c) shall certify the amount of the cash grant to be provided pursuant to this Agreement.
- (2) Where the Owner has not complied with a term of the Agreement, the City may refuse to pay the cash grant.

Termination

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

Notices

- 11(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by mail, addressed:

To the City at:

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

To the Owner at:

Azaljot Singh Grewal
 3160 Albert Street
 Regina, SK S4S 3N8

or to such alternate address as either Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to subsection (1), it is deemed to be given on the third business day after the date of such mailing.
 - (3) If postal service is interrupted or substantially delayed, any notice shall be hand-delivered.
- 12 This Agreement shall not become effective until adopted by bylaw of the Council of the City and fully executed by the parties to the Agreement.

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

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

CITY OF REGINA

City Clerk

AZALJOT SINGH GREWAL

Witness

SCHEDULE A

ELIGIBLE WORK ITEMS 3160 Albert St.	ESTIMATED COST
For Maintenance Grant 1. Eavestrough and Downpipes and Leaf Guard Replacement <ul style="list-style-type: none"> ▪ Remove existing irreparable eavestrough, downpipes, and leaf guards ▪ Clean and prepare the area for installation ▪ Install 5” continuous eavestrough with downspouts and any required ‘flip-outs’ 	
TOTAL ESTIMATE OF ELIGIBLE COSTS	\$6826.50

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)

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

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

SWORN BEFORE ME at)
Regina, Saskatchewan, on _____)
_____, 2023.)
)
)
_____)

Signature of Witness

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

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

**CONSERVATION OF HERITAGE PROPERTIES
MAINTENANCE GRANT AGREEMENT – 1903 CAMERON STREET**

Agreement dated _____, 202__
(City Clerk to put in date)

Between:

THE CITY OF REGINA
(the "City")

- and –

JIA HE CHEN
(referred to in this Agreement as the "Owner")

The Parties agree as follows:

Definitions

1 In this Bylaw:

"**Eligible Work**" means the work on the property as determined by the Executive Director to be eligible for consideration pursuant to the City's *Heritage Incentive Policy* and which corresponds with the eligible work items presented to the Executive Committee on November 30, 2022, which work is generally described in Schedule A to this Agreement.

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

"**Property**" means the real property owned by the Owner located at 1903 Cameron Street, Regina, Saskatchewan and legally described as:

Surface Parcel: 110988928
Lot 1, Blk/Par 337, Plan OLD33 EXT. 0 as described on Certificate of Title
93R56339

Cash Grant

2 Pursuant to clause 28(a) of *The Heritage Property Act*, and subject to the terms of this Agreement, the City shall provide the Owner with a cash grant for the Property in an amount equal to the lesser of:

- (a) 50 percent of the actual costs incurred by, or on behalf of, the Owner in completing the Eligible Work; or
- (b) \$1,479.08.

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

Owner's Covenants

- 4 The Owner shall promptly:
 - (a) notify the City of any occurrences which would, pursuant to this Agreement, terminate this Agreement;
 - (b) provide the Executive Director with any information, documentation, or access to the Property requested by the Executive Director to check the progress of the Eligible Work for the purposes of this Agreement.
- 5 The Owner shall ensure all work undertaken to the Property shall correspond with the Eligible Work items presented to the Executive Committee on November 30, 2022 and the *Standards and Guidelines for the Conservation of Historic Places in Canada* and that all deviations must receive written approval from the Executive Director.
- 6(1) The Owner shall ensure the Property is maintained in an attractive, tidy and safe condition in compliance with all legislation, including Bylaw 2016-2, *The Regina Community Standards Bylaw* and Bylaw 2003-7, *A Bylaw of The City of Regina Pursuant to The Uniform Building and Accessibility Standards Act and The Cities Act*.
- (2) The Owner shall ensure that it is in compliance with the City's Heritage Incentive Policy and any other tax exemption or grant agreements that it has entered into with respect to the Property.
- (3) If the City determines in its sole discretion that the Owner has failed to maintain the Property in accordance with subsection (1), or failed to comply with the requirements in subsection (2), the Executive Director may require that the Owner repay to the City the amount of the cash grant that has been provided under this Agreement.
- 7(1) Upon completion of the Eligible Work, or in the alternative, upon completion of an item of the Eligible Work, the Owner shall submit to the Executive Director detailed written documentation of payments made for actual costs incurred (i.e. itemized invoices and receipts) in the completion of identified Eligible Work items as described in Schedule A.
- (2) If a work item that is submitted does not qualify as an Eligible Work item, then it shall not be included for the purposes of calculating this cash grant.
- (3) The Executive Director may request further documentation from the Owner and may independently gather estimates as to the Eligible Work in order to confirm the authenticity of the documentation of payments made for actual costs incurred (i.e. itemized invoices and receipts).

- (4) In the event that actual costs exceed the corresponding estimates by more than 10 percent, the Owner shall provide full particulars as to the reason(s) for such overruns.
- (5) It is understood that the City may decline to approve any cost overrun, or portion thereof, if considered not to be reasonably or necessarily incurred for eligible work.
- (6) The cash grant will not be provided unless and until the Executive Director receives the documentation in subsections (1), (2), (3) and (4) and has confirmed the authenticity of the same as well as the quality of the work.
- (7) The Executive Director will conclusively determine the cost of Eligible Work in Schedule A after the Executive Director has viewed the estimates and received information pursuant to section 7.
- (8) To be eligible for the cash grant, the Owner is required to ensure that all Eligible Work be:
 - (a) of good quality; and
 - (b) completed in a good and professional manner, in accordance with good and recognised standards, methods, practices and principles employed in the industry for similar work.
- 8(1) Upon completion of the Eligible Work, or portion thereof, the Executive Director:
 - (a) shall review the documentation submitted pursuant to section 7;
 - (b) may inspect the Property to confirm the completion of the Eligible Work, or portion thereof as well as to confirm that the Eligible Work has been completed and is of good quality and completed in a good and professional manner; and
 - (c) shall certify the amount of the cash grant to be provided pursuant to this Agreement.
- (2) Where the Owner has not complied with a term of the Agreement, the City may refuse to pay the cash grant.

Termination

- 9 Where the Owner has not complied with a term of the Agreement, the City may terminate the Agreement by notice to the Owner.
- 10 This Agreement shall cease if the Owner:
 - (a) becomes bankrupt or insolvent or is so adjudged;
 - (b) makes a general assignment for the benefit of creditors;

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

Notices

- 11(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by mail, addressed:

To the City at:

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

To the Owners at:

Jia He Chen
 2270 Rose Street
 Regina, SK S4P 2A6

or to such alternate address as either Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to subsection (1), it is deemed to be given on the third business day after the date of such mailing.
- (3) If postal service is interrupted or substantially delayed, any notice shall be hand-delivered.
- 12 This Agreement shall not become effective until adopted by bylaw of the Council of the City and fully executed by the parties to the Agreement.
- 13 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other

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

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

CITY OF REGINA

City Clerk

JIA HE CHEN

Witness

SCHEDULE A

ELIGIBLE WORK ITEMS 1903 Cameron St.	ESTIMATED COST
For Maintenance Grant 1. Paintwork <ul style="list-style-type: none"> ▪ Wash and/or wipe down the surface ▪ Remove all stains, dirt, and dust from the concrete surface ▪ Strip any existing sealer from the surface ▪ Apply a thin coat of a breathable sealer or linseed oil-based emulsion ▪ Wait for the first layer of sealer to dry completely before applying the second layer of sealer 	
TOTAL ESTIMATE OF ELIGIBLE COSTS	\$5916.30

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)

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

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

SWORN BEFORE ME at)
Regina, Saskatchewan, on _____)
_____, 2023.)
)
)
_____)

Signature of Witness

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

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

**CONSERVATION OF HERITAGE PROPERTIES
MAINTENANCE GRANT AGREEMENT – 77 LEOPOLD CRESCENT
WATCHLER RESIDENCE**

Agreement dated _____, 202__
(City Clerk to put in date)

Between:

THE CITY OF REGINA
(the "City")

- and –

XU LIU and YUN WANG
(referred to in this Agreement as the "Owners")

The Parties agree as follows:

Definitions

1 In this Bylaw:

"**Eligible Work**" means the work on the property as determined by the Executive Director to be eligible for consideration pursuant to the City's *Heritage Incentive Policy* and which corresponds with the eligible work items presented to the Executive Committee on November 30, 2022, which work is generally described in Schedule A to this Agreement.

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

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

"**Property**" means the real property owned by the Owners located at 77 Leopold Crescent, Regina, Saskatchewan and legally described as:

Surface Parcel: 110985037

Lots 1 and 2, Blk/Par 1, Plan DV 678 EXT. 0 as described on Certificate of Title 99A00801

Cash Grant

2 Pursuant to clause 28(a) of *The Heritage Property Act*, and subject to the terms of this Agreement, the City shall provide the Owners with a cash grant for the Property in an amount equal to the lesser of:

- (a) 50 percent of the actual costs incurred by, or on behalf of, the Owners in completing the Eligible Work; or
 - (b) \$2,200.
- 3(1) Notwithstanding section 2 of this Agreement, the Owners have until September 30, 2023 to submit their eligible costs incurred in completing the Eligible Work.
- (2) Costs will not be reimbursed where they are submitted after September 30, 2023.

Owners' Covenants

- 4 The Owners shall promptly:
- (a) notify the City of any occurrences which would, pursuant to this Agreement, terminate this Agreement;
 - (b) provide the Executive Director with any information, documentation, or access to the Property requested by the Executive Director to check the progress of the Eligible Work for the purposes of this Agreement.
- 5 The Owners shall ensure all work undertaken to the Property shall correspond with the Eligible Work items presented to the Executive Committee on November 30, 2022 and the *Standards and Guidelines for the Conservation of Historic Places in Canada* and that all deviations must receive written approval from the Executive Director.
- 6(1) The Owners shall ensure that the Property retains its formal heritage designation as Municipal Heritage Property, in accordance with *The Heritage Property Act*.
- (2) The Owners shall ensure the Property is maintained in an attractive, tidy and safe condition in compliance with all legislation, including any heritage property maintenance bylaw that may be enacted in the future and including Bylaw 2016-2, *The Regina Community Standards Bylaw* and Bylaw 2003-7, *A Bylaw of The City of Regina Pursuant to The Uniform Building and Accessibility Standards Act and The Cities Act*.
- (3) The Owners shall ensure that it is in compliance with the City's Heritage Incentive Policy and any other tax exemption or grant agreements that it has entered into with respect to the Property.
- (4) If the City determines in its sole discretion that the Owners have failed to maintain the Property in accordance with subsections (1) or (2), or failed to comply with the requirements in subsection (3), the Executive Director may require that the Owners repay to the City the amount of the cash grant that has been provided under this Agreement.
- 6.1 The Owners agree that they will, to the City's satisfaction, as soon as reasonably possible after the issuance of any required permits, commence work on the conservation of the Property in accordance with any required permits, including any Heritage Alteration

Permits and thereafter will diligently carry out such work until the Property is conserved in accordance with any required permits, and this Agreement.

- 7(1) Upon completion of the Eligible Work, or in the alternative, upon completion of an item of the Eligible Work, the Owners shall submit to the Executive Director detailed written documentation of payments made for actual costs incurred (i.e. itemized invoices and receipts) in the completion of identified Eligible Work items as described in Schedule A.
 - (2) If a work item that is submitted does not qualify as an Eligible Work item, then it shall not be included for the purposes of calculating this cash grant.
 - (3) The Executive Director may request further documentation from the Owners and may independently gather estimates as to the Eligible Work in order to confirm the authenticity of the documentation of payments made for actual costs incurred (i.e. itemized invoices and receipts).
 - (4) In the event that actual costs exceed the corresponding estimates by more than 10 percent, the Owners shall provide full particulars as to the reason(s) for such overruns.
 - (5) It is understood that the City may decline to approve any cost overrun, or portion thereof, if considered not to be reasonably or necessarily incurred for eligible work.
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 - (7) The Executive Director will conclusively determine the cost of Eligible Work in Schedule A after the Executive Director has viewed the estimates and received information pursuant to section 7.
 - (8) To be eligible for the cash grant, the Owner is required to ensure that all Eligible Work be:
 - (a) of good quality; and
 - (b) completed in a good and professional manner, in accordance with good and recognised standards, methods, practices and principles employed in the industry for similar work.
- 8(1) Upon completion of the Eligible Work, or portion thereof, the Executive Director:
 - (a) shall review the documentation submitted pursuant to section 7;
 - (b) may inspect the Property to confirm the completion of the Eligible Work, or portion thereof as well as to confirm that the Eligible Work has been completed and is of good quality and completed in a good and professional manner; and

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

Termination

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

Notices

- 11(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by mail, addressed:

To the City at:

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

To the Owners at:

Xu Liu and Yun Wang
 77 Leopold Crescent
 Regina, SK S4T 6N5

or to such alternate address as either Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to subsection (1), it is deemed to be given on the third business day after the date of such mailing.
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electronic signature (including portable document format) by any of the parties and the other parties may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

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

CITY OF REGINA

City Clerk

XU LIU

YUN WANG

Witness

SCHEDULE A

ELIGIBLE WORK ITEMS 77 Leopold Street	ESTIMATED COST
<p>For Maintenance Grant</p> <p>1. Window Maintenance</p> <ul style="list-style-type: none"> ▪ Remove the existing seven window sashes ▪ Free the glass as needed ▪ Clean out the joints ▪ Install new window sashes ▪ Install new glazing putty and glazing points to match existing windows <p>NOTE: All new replacement window sashes with public access should Match the existing window sashes.</p>	
TOTAL ESTIMATE OF ELIGIBLE COSTS	\$4400.00

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)

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

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

SWORN BEFORE ME at)
Regina, Saskatchewan, on _____)
_____, 2023.)
)
)
_____)

Signature of Witness

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

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

**CONSERVATION OF HERITAGE PROPERTIES
MAINTENANCE GRANT AGREEMENT – 1848 RETALLACK STREET
MACMATH RESIDENCE**

Agreement dated _____, 202__
(City Clerk to put in date)

Between:

THE CITY OF REGINA
(the "City")

- and –

TYLER HEATH BANADYGA AND KIM RUTH WADDELL
(referred to in this Agreement as the "Owners")

The Parties agree as follows:

Definitions

1 In this Bylaw:

"**Eligible Work**" means the work on the property as determined by the Executive Director to be eligible for consideration pursuant to the City's *Heritage Incentive Policy* and which corresponds with the eligible work items presented to the Executive Committee on November 30, 2022, which work is generally described in Schedule A to this Agreement.

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

"**Property**" means the real property owned by the Owners located at 1848 Retallack Street, Regina, Saskatchewan and legally described as:

Surface Parcel: 110976576
Lot 14, Blk/Par 315, Plan OLD33 EXT. 0 as described on Certificate of Title
01RA00633

Cash Grant

2 Pursuant to clause 28(a) of *The Heritage Property Act*, and subject to the terms of this Agreement, the City shall provide the Owners with a cash grant for the Property in an amount equal to the lesser of:

- (a) 50 percent of the actual costs incurred by, or on behalf of, the Owners in completing the Eligible Work; or
- (b) \$2,500.

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

Owners' Covenants

- 4 The Owners shall promptly:
 - (a) notify the City of any occurrences which would, pursuant to this Agreement, terminate this Agreement;
 - (b) provide the Executive Director with any information, documentation, or access to the Property requested by the Executive Director to check the progress of the Eligible Work for the purposes of this Agreement.
- 5 The Owners shall ensure all work undertaken to the Property shall correspond with the Eligible Work items presented to the Executive Committee on November 30, 2022 and the *Standards and Guidelines for the Conservation of Historic Places in Canada* and that all deviations must receive written approval from the Executive Director.
- 6(1) The Owners shall ensure the Property is maintained in an attractive, tidy and safe condition in compliance with all legislation, including Bylaw 2016-2, *The Regina Community Standards Bylaw* and Bylaw 2003-7, *A Bylaw of The City of Regina Pursuant to The Uniform Building and Accessibility Standards Act and The Cities Act*.
- (2) The Owners shall ensure that it is in compliance with the City's Heritage Incentive Policy and any other tax exemption or grant agreements that it has entered into with respect to the Property.
- (3) If the City determines in its sole discretion that the Owners have failed to maintain the Property in accordance with subsection (1), or failed to comply with the requirements in subsection (2), the Executive Director may require that the Owners repay to the City the amount of the cash grant that has been provided under this Agreement.
- 7(1) Upon completion of the Eligible Work, or in the alternative, upon completion of an item of the Eligible Work, the Owners shall submit to the Executive Director detailed written documentation of payments made for actual costs incurred (i.e. itemized invoices and receipts) in the completion of identified Eligible Work items as described in Schedule A.
- (2) If a work item that is submitted does not qualify as an Eligible Work item, then it shall not be included for the purposes of calculating this cash grant.
- (3) The Executive Director may request further documentation from the Owners and may independently gather estimates as to the Eligible Work in order to confirm the authenticity of the documentation of payments made for actual costs incurred (i.e. itemized invoices and receipts).

- (4) In the event that actual costs exceed the corresponding estimates by more than 10 percent, the Owners shall provide full particulars as to the reason(s) for such overruns.
- (5) It is understood that the City may decline to approve any cost overrun, or portion thereof, if considered not to be reasonably or necessarily incurred for eligible work.
- (6) The cash grant will not be provided unless and until the Executive Director receives the documentation in subsections (1), (2), (3) and (4) and has confirmed the authenticity of the same as well as the quality of the work.
- (7) The Executive Director will conclusively determine the cost of Eligible Work in Schedule A after the Executive Director has viewed the estimates and received information pursuant to section 7.
- (8) To be eligible for the cash grant, the Owners are required to ensure that all Eligible Work be:
 - (a) of good quality; and
 - (b) completed in a good and professional manner, in accordance with good and recognised standards, methods, practices and principles employed in the industry for similar work.
- 8(1) Upon completion of the Eligible Work, or portion thereof, the Executive Director:
 - (a) shall review the documentation submitted pursuant to section 7;
 - (b) may inspect the Property to confirm the completion of the Eligible Work, or portion thereof as well as to confirm that the Eligible Work has been completed and is of good quality and completed in a good and professional manner; and
 - (c) shall certify the amount of the cash grant to be provided pursuant to this Agreement.
- (2) Where the Owners have not complied with a term of the Agreement, the City may refuse to pay the cash grant.

Termination

- 9 Where the Owners have not complied with a term of the Agreement, the City may terminate the Agreement by notice to the Owners.
- 10 This Agreement shall cease if the Owners:
 - (a) becomes bankrupt or insolvent or is so adjudged;
 - (b) makes a general assignment for the benefit of creditors;

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

Notices

- 11(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by mail, addressed:

To the City at:

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

To the Owners at:

Tyler Banadyga & Kim Waddell
 1848 Retallack Street
 Regina, SK S4T 2J7

or to such alternate address as either Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to subsection (1), it is deemed to be given on the third business day after the date of such mailing.
- (3) If postal service is interrupted or substantially delayed, any notice shall be hand-delivered.
- 12 This Agreement shall not become effective until adopted by bylaw of the Council of the City and fully executed by the parties to the Agreement.
- 13 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other

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

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

CITY OF REGINA

City Clerk

TYLER HEATH BANADYGA

KIM RUTH WADDELL

Witness

SCHEDULE A

ELIGIBLE WORK ITEMS 1848 Retallack Street	ESTIMATED COST
For Maintenance Grant 1. Paintwork <ul style="list-style-type: none"> ▪ Wash or wipe down the surface ▪ Scrape to remove all loose and peeling paint in the area ▪ Sand the area for better adhesion ▪ Putty, caulking, and wood filling as needed ▪ Prime the wood surface as needed ▪ Apply two coats of paint to the exterior surface, trims, and siding 	
TOTAL ESTIMATE OF ELIGIBLE COSTS	\$7958.70

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)

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

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

SWORN BEFORE ME at)
Regina, Saskatchewan, on _____)
_____, 2023.)
)
)
_____)

Signature of Witness

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

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

**CONSERVATION OF HERITAGE PROPERTIES
MAJOR GRANT AGREEMENT – 3160 Albert Street
COOK RESIDENCE**

Agreement dated _____, 202__
(City Clerk to put in date)

Between:

THE CITY OF REGINA
(the "City")

- and –

AZALJOT SINGH GREWAL
(referred to in this Agreement as the "Owner")

The Parties agree as follows:

Definitions

1 In this Bylaw:

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

"Eligible Work" means the work on the property as determined by the Executive Director to be eligible for consideration pursuant to the City's *Heritage Incentive Policy* and which corresponds with the eligible work items presented to the Executive Committee on November 30, 2022, which work is generally described in Schedule A to this Agreement.

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

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

"Property" means the real property owned by the Owner located at 3160 Albert Street, Regina, Saskatchewan and legally described as:

Surface Parcel: 109501736
Lot 5, Blk/Par 631, Plan AP3598 Ext. 0 as described on Certificate of Title
98RA06336

Cash Grant

- 2(1) Pursuant to clause 28(a) of *The Heritage Property Act*, and subject to the terms of this Agreement, the City shall provide the Owner with a cash grant for the Property in an amount equal to the lesser of:
- (a) 50 percent of the actual costs incurred by, or on behalf of, the Owner in completing the Eligible Work; or
 - (b) \$50,000.
- (2) Where the Property is eligible for a tax exemption in addition to the Major Grant provided in this Agreement, the Owner is required to submit invoices and exhaust the funding under this Agreement prior to submitting Eligible Work for the purposes of a tax exemption.
- (3) Where the Owner completes the Eligible Work or an item of the Eligible Work and receives funding under this Agreement for that work or an item of that work, the Owner is not eligible to submit that same invoice and item for a tax exemption under any Tax Exemption Agreement that the Owner has entered into with the City.
- (4) The combined value of any Major Grants and tax exemptions received by the Owner from the City shall not exceed 50% of the actual cost incurred by, or on behalf of, the Owner in completing the Eligible Work on the Property.
- 3(1) Notwithstanding section 2 of this Agreement, the Owner has until September 30, 2023 to submit their eligible costs incurred in completing the Eligible Work.
- (2) Costs will not be reimbursed where they are submitted after September 30, 2023.

Owners' Covenants

- 4 The Owner shall promptly:
- (a) notify the City of any occurrences which would, pursuant to this Agreement, terminate this Agreement;
 - (b) provide the Executive Director with any information, documentation, or access to the Property requested by the Executive Director to check the progress of the Eligible Work for the purposes of this Agreement.
- 5 The Owner shall ensure all work undertaken to the Property shall correspond with the Eligible Work items presented to the Executive Committee on November 30, 2022 and the *Standards and Guidelines for the Conservation of Historic Places in Canada* and that all deviations must receive written approval from the Executive Director.
- 6(1) The Owner shall ensure that the Property retains its formal heritage designation as Municipal Heritage Property, in accordance with *The Heritage Property Act*.

- (2) The Owner shall ensure the Property is maintained in an attractive, tidy and safe condition in compliance with all legislation, including any heritage property maintenance bylaw that may be enacted in the future and including Bylaw 2016-2, *The Regina Community Standards Bylaw* and Bylaw 2003-7, *A Bylaw of The City of Regina Pursuant to The Uniform Building and Accessibility Standards Act and The Cities Act*.
 - (3) The Owner shall ensure that it is in compliance with the City's Heritage Incentive Policy and any other tax exemption or grant agreements that it has entered into with respect to the Property.
 - (4) If the City determines in its sole discretion that the Owner has failed to maintain the Property in accordance with subsections (1) or (2) or failed to comply with the requirements in subsection (3), the Executive Director may require that the Owner repay to the City the amount of the cash grant that has been provided under this Agreement.
- 6.1 The Owner agrees that they will, to the City's satisfaction, as soon as reasonably possible after the issuance of any required permits, commence work on the conservation of the Property in accordance with any required permits, including any Heritage Alteration Permits and Building Permits and thereafter will diligently carry out such work until the Property is conserved in accordance with any required permits, and this Agreement.
- 7(1) Upon completion of the Eligible Work, or in the alternative, upon completion of an item of the Eligible Work, the Owner shall submit to the Executive Director:
- (a) where requested by the City, a detailed written report prepared, signed and certified by the Conservation Consultant, showing that the work has been completed in accordance with the description of the Eligible Work in Schedule A, it meets all permit requirements, including Heritage Alteration Permits and building permits and that it conforms with the *Standards and Guidelines for the Conservation of Historic Places in Canada* where applicable;
 - (b) detailed written documentation of payments made for actual costs incurred (i.e. itemized invoices and receipts) in the completion of identified Eligible Work items as described in Schedule A.
- (2) If a work item that is submitted does not qualify as an Eligible Work item, then it shall not be included for the purposes of calculating this cash grant.
 - (3) The Executive Director may request further documentation from the Owner and may independently gather estimates as to the Eligible Work in order to confirm the authenticity of the documentation of payments made for actual costs incurred (i.e. itemized invoices and receipts).
 - (4) In the event that actual costs exceed the corresponding estimates by more than 10 percent, the Owner shall provide full particulars as to the reason(s) for such overruns.

- (5) It is understood that the City may decline to approve any cost overrun, or portion thereof, if considered not to be reasonably or necessarily incurred for eligible work.
 - (6) The cash grant will not be provided unless and until the Executive Director receives the documentation in subsections (1), (2), (3) and (4) and has confirmed the authenticity of the same as well as the quality of the work.
 - (7) The Executive Director will conclusively determine the cost of Eligible Work in Schedule A after the Executive Director has viewed the estimates and received information pursuant to section 7.
 - (8) To be eligible for the cash grant, the Owner is required to ensure that all Eligible Work be:
 - (a) of good quality; and
 - (b) completed in a good and professional manner, in accordance with good and recognised standards, methods, practices and principles employed in the industry for similar work.
- 8(1) Upon completion of the Eligible Work, or portion thereof, the Executive Director:
- (a) shall review the documentation submitted pursuant to section 7;
 - (b) may inspect the Property to confirm the completion of the Eligible Work, or portion thereof as well as to confirm that the Eligible Work has been completed and is of good quality and completed in a good and professional manner; and
 - (c) shall certify the amount of the cash grant to be provided pursuant to this Agreement.
- (2) Where the Owner has not complied with a term of the Agreement, the City may refuse to pay the cash grant.

Termination

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

Notices

11(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by mail, addressed:

To the City at:

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

To the Owner at:

Azaljot Singh Grewal
 3160 Albert Street
 Regina, SK S4S 3N8

or to such alternate address as either Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to subsection (1), it is deemed to be given on the third business day after the date of such mailing.
- (3) If postal service is interrupted or substantially delayed, any notice shall be hand-delivered.
- 12 This Agreement shall not become effective until adopted by bylaw of the Council of the City and fully executed by the parties to the Agreement.
- 13 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by any of the parties and the other parties may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

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

CITY OF REGINA

 City Clerk

AZALJOT SINGH GREWAL

 Witness

SCHEDULE A

<p align="center">ELIGIBLE WORK ITEMS 3160 Albert Street</p>	<p align="center">ESTIMATED COST</p>
<p>For Major Grant and Tax Exemption</p> <p>1. Foundation repair: Exterior Waterproofing/Excavation of all walls approximately 160 feet</p> <ul style="list-style-type: none"> ▪ First stage of sealing to consist of filling cracks with Bakor Polybutene. This includes lower joints where wall meets the footing. ▪ Entire surface to be waterproofed will be primed with Bakor Blueskin Primer ▪ Peel and stick to be applied all the lower overlapped joints to be covered with Bakor Polybutene. Top of waterproofing barrier to be sealed with SikaFlex sealant prior to dimple board installation. ▪ Installation of dimple board with top molding and buttons where required. ▪ All exterior cracks to be cleaned and filled with mortar cement and a layer of polybutene. <ul style="list-style-type: none"> ○ Weeping tile to be covered with rock. ○ Install weeping tile around discussed perimeter of home. ○ Install weeping tile drains on each excavated basement window if applicable. ○ Backfill to consist of rock, sand, and virgin clay cap. ○ All cracks on exterior walls to be filled. Any cracks over 1/2" in diameter to be filled with mortar cement ○ Polybutene is used to seal the blueskin at the upper edge to avoid any leaks and is used to seal all joints where the wall meets the footing for increased protection against leakage. ○ Care will be taken to cover and minimize damage to all landscaped surfaces during excavation. ○ Tamping not included but recommended where concrete is to be replaced. <p>2. Under Pinning:</p> <ul style="list-style-type: none"> ▪ screw pile can be installation ▪ brackets installation with hydraulic jacks and used to lift ▪ level the foundation ▪ Jacks removed and the screw pile along with the brackets to remain for permanent support ▪ use of additional screw piles and brackets or possible replacement of piles as required and approved by the engineer <p>3. Spray Foam Concrete Slab;</p> <p>4. Tree and Stump Removal:</p> <ul style="list-style-type: none"> ▪ Tree removal ▪ Stump grinding ▪ Wood Chipping and disposal 	

▪ Rough Clean-Up; Site ready for landscaping work. 5. Mechanical Boiler Repair	
TOTAL ESTIMATE OF ELIGIBLE COSTS	\$163,221.80

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)

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

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

SWORN BEFORE ME at)
Regina, Saskatchewan, on _____)
_____, 2023.)
)
)
_____)

Signature of Witness

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

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

**CONSERVATION OF HERITAGE PROPERTIES
MAJOR GRANT AGREEMENT – 1401 ROBINSON STREET
ALBERT LIBRARY**

Agreement dated _____, 202__
(City Clerk to put in date)

Between:

THE CITY OF REGINA
(the "City")

- and –

SADHANANDA BUDDHIST VIHARA INC.
(referred to in this Agreement as the "Owner")

The Parties agree as follows:

Definitions

1 In this Bylaw:

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

"**Eligible Work**" means the work on the property as determined by the Executive Director to be eligible for consideration pursuant to the City's *Heritage Incentive Policy* and which corresponds with the eligible work items presented to the Executive Committee on November 30, 2022, which work is generally described in Schedule A to this Agreement.

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

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

"**Property**" means the real property owned by the Owner located at 1401 Robinson Street, Regina, Saskatchewan and legally described as:

Surface Parcel: 111861075
Lots 1-3, Blk/Par 211, Plan OLD33 Ext. 2 as described on Certificate of Title
229AOV

Cash Grant

2(1) Pursuant to clause 28(a) of *The Heritage Property Act*, and subject to the terms of this Agreement, the City shall provide the Owner with a cash grant for the Property in an amount equal to the lesser of:

- (a) 50 percent of the actual costs incurred by, or on behalf of, the Owner in completing the Eligible Work; or
- (b) \$11,932.50.

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

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

Owners' Covenants

4 The Owner shall promptly:

- (a) notify the City of any occurrences which would, pursuant to this Agreement, terminate this Agreement;
- (b) provide the Executive Director with any information, documentation, or access to the Property requested by the Executive Director to check the progress of the Eligible Work for the purposes of this Agreement.

5 The Owner shall ensure all work undertaken to the Property shall correspond with the Eligible Work items presented to the Executive Committee on November 30, 2022 as well as the *Standards and Guidelines for the Conservation of Historic Places in Canada* and that all deviations must receive written approval from the Executive Director.

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

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

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

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

- 6.2 The Owner agrees that they will, to the City's satisfaction, as soon as reasonably possible after the issuance of any required permits, commence work on the conservation of the Property in accordance with any required permits, including any Heritage Alteration Permits and Building Permits and thereafter will diligently carry out such work until the Property is conserved in accordance with any required permits, and this Agreement.
- 7(1) Upon completion of the Eligible Work, or in the alternative, upon completion of an item of the Eligible Work, the Owner shall submit to the Executive Director:
- (a) where requested by the City, a detailed written report prepared, signed and certified by the Conservation Consultant, showing that the work has been completed in accordance with the description of the Eligible Work in Schedule A, it meets all permit requirements, including Heritage Alteration Permits and building permits and that it conforms with the *Standards and Guidelines for the Conservation of Historic Places in Canada*; and
 - (b) detailed written documentation of payments made for actual costs incurred (i.e. itemized invoices and receipts) in the completion of identified Eligible Work items as described in Schedule A.
- (2) If a work item that is submitted does not qualify as an Eligible Work item, then it shall not be included for the purposes of calculating this cash grant.
- (3) The Executive Director may request further documentation from the Owner and may independently gather estimates as to the Eligible Work in order to confirm the authenticity of the documentation of payments made for actual costs incurred (i.e. itemized invoices and receipts).
- (4) In the event that actual costs exceed the corresponding estimates by more than 10 percent, the Owner shall provide full particulars as to the reason(s) for such overruns.
- (5) It is understood that the City may decline to approve any cost overrun, or portion thereof, if considered not to be reasonably or necessarily incurred for eligible work.
- (6) The cash grant will not be provided unless and until the Executive Director receives the documentation in subsections (1), (2), (3) and (4) and has confirmed the authenticity of the same as well as the quality of the work.
- (7) The Executive Director will conclusively determine the cost of Eligible Work in Schedule A after the Executive Director has viewed the estimates and received information pursuant to section 7.
- (8) To be eligible for the cash grant, the Owner is required to ensure that all Eligible Work be:
- (a) of good quality; and

- (b) completed in a good and professional manner, in accordance with good and recognised standards, methods, practices and principles employed in the industry for similar work.
- 8(1) Upon completion of the Eligible Work, or portion thereof, the Executive Director:
- (a) shall review the documentation submitted pursuant to section 7;
 - (b) may inspect the Property to confirm the completion of the Eligible Work, or portion thereof as well as to confirm that the Eligible Work has been completed and is of good quality and completed in a good and professional manner; and
 - (c) shall certify the amount of the cash grant to be provided pursuant to this Agreement.
- (2) Where the Owner has not complied with a term of the Agreement, the City may refuse to pay the cash grant.

Termination

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

Notices

- 11(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by mail, addressed:

To the City at:

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

To the Owner at:

Attention: Ronel Chakma
 Sadhananda Buddhist Vihara Inc.
 1401 Robinson Street
 Regina, SK S4T 2N7

or to such alternate address as either Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to subsection (1), it is deemed to be given on the third business day after the date of such mailing.
- (3) If postal service is interrupted or substantially delayed, any notice shall be hand-delivered.
- 12 This Agreement shall not become effective until adopted by bylaw of the Council of the City and fully executed by the parties to the Agreement.
- 13 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by any of the parties and the other parties may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

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

CITY OF REGINA

City Clerk

**SADHANANDA BUDDHIST VIHARA
INC.**

Seal

Authorized Signing Officer

SCHEDULE A

ELIGIBLE WORK ITEMS 1401 Robinson Street	ESTIMATED COST
For Major Grant <ol style="list-style-type: none"> 1. Roof Repair (approximately 2000 sq. ft. lower east side) <ul style="list-style-type: none"> ▪ Remove and dispose of all loose gravel and debris ▪ Install underlayment to the entire roof area ▪ Mechanically fastened 60 mil TPO membrane, as per manufacturer's specifications ▪ Install all the wood blocking ▪ Install all the related metal flashing ▪ Fabricate and install a new scupper assembly ▪ Supply and install new roof drain <ul style="list-style-type: none"> ▪ All labour and material included 	
TOTAL ESTIMATE OF ELIGIBLE COSTS	\$23,865

ABSTRACT

BYLAW NO. 2023-31

THE HERITAGE MAINTENANCE AND MAJOR GRANT AGREEMENT
EXECUTION BYLAW, 2023 (No. 2)

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

ABSTRACT: The Owners of the properties located at the 3160 Albert Street, 1903 Cameron Street, 77 Leopold Crescent, 1848 Retallack Street and 1401 Robinson Street will receive a grant, which is governed by the grant agreements between the parties that are attached as Schedule “A” to the Bylaw.

STATUTORY AUTHORITY: Subsection 89(4) of *The Cities Act* and section 28(a) of *The Heritage Property Act*.

MINISTER’S APPROVAL: N/A

PUBLIC HEARING: N/A

PUBLIC NOTICE: N/A

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

AMENDS/REPEALS: N/A

CLASSIFICATION: Executory

INITIATING DIVISION: City Planning and Community Development

INITIATING DEPARTMENT: Planning and Development Services