



# Bylaw No. 2023-38

## **Disclaimer:**

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

BYLAW NO. 2023-38

THE LEAD AFFORDABLE ACCESS MUNICIPAL PROPERTY TAX DEFERRAL  
PROGRAM BYLAW, 2023

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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 Deferrals**

- 4 Subject to the terms of Bylaw 8942 being *The Regina Water Bylaw*, the following properties in Regina are 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) \$8,560.00 for the property located at 2263 Queen Street and legally described as:

Block: 446  
Lot: 16  
Plan: DV4420  
Subdivision: Old 33

- (b) \$5150.00 for the property located at 2301 Cameron Street and legally described as:

Block: 451

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

\_\_\_\_\_  
City Solicitor

Lot: 20  
Plan: 94RA02447  
Subdivision: Old 33

- (c) \$3640.00 for the property located at 2920 Regina Avenue and legally described as:

Block: 533  
Lots: 44  
Plan: 101195838

- 5 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) \$6,900.00 for the property located at 1269 Cameron Street and legally described as:

Block: 150  
Lot: 9  
Plan: OLD 33

- 6 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) \$10,000.00 for the property located at 209 Angus Crescent and legally described as:

Block: 390  
Lots: 19 and 20  
Plan: DV4420

- 7 The tax deferrals in sections 4, 5 and 6 provide for annual deferrals of one fifth of the amount listed in those sections.

- 8 The tax deferrals in section 4 shall:
- (a) be governed by the terms of Bylaw 8942, being *The Regina Water Bylaw*, and the form of Lead Service Connection Replacement Program 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.
- 9 The tax deferrals in section 5 shall:
- (d) 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”;
  - (e) 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
  - (f) 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 deferrals in section 6 shall:
- (g) 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”;
  - (h) 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
  - (i) 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 City Clerk is authorized to sign and seal the agreements referred to in sections 4, 8, 9 and 10 on behalf of the City of Regina
- 12 This Bylaw comes into force January 1, 2023.

READ A FIRST TIME THIS 26<sup>th</sup> DAY OF April 2023.

READ A SECOND TIME THIS 26<sup>th</sup> DAY OF April 2023.

READ A THIRD TIME AND PASSED THIS 26<sup>th</sup> DAY OF April 2023.

J. Mancinelli  
Deputy Mayor

J. Nicol  
City Clerk (SEAL)

CERTIFIED A TRUE COPY

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

## Schedule “A”

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

**(Drafting Note: use when all of the following are relevant and delete from the final version used:**

- Property Owner Using City Contractor,
- City Contractor is concurrently doing the City side; and
- the Property Owner is Participating in the 5 Year Repayment Program)

Dated for reference <insert date>

Between:

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

-and –

XXXX  
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 XXXX, Regina, Saskatchewan  
Block: XXX, Lot: XXX, Plan: XXXX, Subdivision: XXX

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

<insert NAME OF PROPERTY OWNER> on the \_\_\_\_ day of <insert date>

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

**Schedule "A"**

**Cost of the Work**

(insert the information showing the private side cost including lead service connection, and sewer service (if applicable)).

Schedule "B"

1

**Privately Owned Lead Service Connection Replacement Agreement**

Dated for reference [REDACTED]

Between:

**THE CITY OF REGINA,**

a municipal corporation incorporated pursuant to the laws of Saskatchewan (the "City")

- and -

[REDACTED] (the "Property Owner")

**WHEREAS**

The Property Owner is the registered owner of the property legally described as Plan: [REDACTED] Block: [REDACTED] Lot: [REDACTED] and having a civic address of [REDACTED] (the "Property");

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

The City has already replaced the City's water service connection, which connects to the Property;

The Property Owner has retained a Contractor to replace the Property Owner's water service connection; and

The Property Owner has chosen not to pay the Contractor directly, but has chosen to use the payment deferral option to a maximum of \$10,000 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:

**Payment Method**

1. The Property Owner (or authorized agent on behalf of the Property Owner) has chosen to have the lead service connection on the private side of the property line done and paid for in the manner noted below:

The Property Owner agrees to hire a City approved licensed water and sewer contractor (the "Contractor") to replace the lead water service connection from the property line to the water meter of the property outlined below, by (date) [REDACTED]

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 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.

**Payment Deferral Period**

2. The Property Owner selects a 5 year deferral period.

**Payment to Contractor**

3. The City will pay the Contractor the Replacement Cost on behalf of the Property Owner, and the Property Owner acknowledges and agrees that the Property Owner will reimburse the City for such Replacement Cost.

**Property Owner to Reimburse City for Replacement Cost**

4. The Property Owner agrees that the Property Owner will reimburse the City for the total Replacement Cost paid by the City to the Contractor on the Property Owner's behalf over a 5 year deferral period.
5. 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 Replacement Cost of the water service connection, as identified in the Contractor's invoice, plus Applicable Taxes (the "Replacement Amount") to the Contractor on the Property Owner's behalf.

**Deferral Payment Added to Property Owner's Taxes for the Property**

6. The Property Owner agrees that the City shall indicate the Replacement Cost as a pending liability on the property tax information for the Property and that the City shall register the Replacement Cost, 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 Total Replacement Amount and administration fee are paid in full.
7. 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 April 1<sup>st</sup> and December 31<sup>st</sup> of any calendar year, then the Replacement Cost 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.
8. 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 Replacement Cost 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.

9. The Property Owner agrees that the Replacement Cost 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 Replacement Cost is due and payable on or before June 30th of each following year until the Replacement Cost has been paid in full. These are the minimum payments required, but the Property Owner may pay additional sums, 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**

10. 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**

11. The Property Owner acknowledges and agrees that the Replacement Cost 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.
12. 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 Replacement Cost 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 Replacement Cost 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.
13. 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 12 or 13 of this Agreement, then the City shall be entitled to recover the unpaid portion of the Replacement Cost, from any subsequent owner of the Property.

- 14. The Property Owner covenants and agrees that this Agreement shall be perpetual, shall be construed as running with the Lands and it shall ensure 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 Replacement Cost in full.

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

- 15. 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 Replacement Cost, 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**

- 16. 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**

- 17. 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

Regina, SK S4P 3C8  
Attention: •

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

•  
 Name [REDACTED]  
 Address [REDACTED]  
 Email [REDACTED]  
 Phone Numbers [REDACTED]

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

THE CITY OF REGINA on the [redacted] day of [redacted]

Per: [redacted] {affix seal}  
The City Clerk [redacted]

<Warren McCall> on the [redacted] day of [redacted]

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



QUOTE

Schedule "C"

**Interim Lead Service Connection Replacement Agreement**

Dated for reference [redacted] *Date*

Between:

**THE CITY OF REGINA,**  
a municipal corporation incorporated pursuant to the laws of Saskatchewan (the "City")

- and -

[redacted]  
*Name(s) of property owner(s)* (the "Property Owner")

[redacted]  
*Name(s) of property owner(s)* (the "Property Owner")

**WHEREAS**

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

[redacted] and [redacted]  
*Legal Land Description*

having a civic address of [redacted] (the "Property");  
*Civic Address*

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

The City has already replaced the City's water service connection which connects to the Property;

The Property Owner has retained a Contractor to replace the Property Owner's water service connection; and

The Property Owner has chosen not to pay the Contractor directly, but has chosen to use the payment deferral option 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:

**Payment Method**

- 1. The Property Owner (or authorized agent on behalf of the Property Owner) has chosen to have the lead service connection on the private side of the property line done and paid for in the manner noted below:

The Property Owner agrees to hire a City approved licensed water and sewer contractor (the "Contractor") to replace the lead water service connection, from the property line to the water meter of the property outlined below, by \_\_\_\_\_  
*Date*

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 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.

**Payment Deferral Period**

- 2. The Property Owner selects a 5 year deferral period.

**Payment to Contractor**

- 3. The City will pay the Contractor the Replacement Cost on behalf of the Property Owner, and the Property Owner acknowledges and agrees that the Property Owner will reimburse the City for such Replacement Cost.

**Property Owner to Reimburse City for Replacement Cost**

- 4. The Property Owner agrees that the Property Owner will reimburse the City for the total Replacement Cost paid by the City to the Contractor on the Property Owner's behalf over a 5 year deferral period.
- 5. 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 Replacement Cost of the water service connection, as identified in the Contractor's invoice, plus Applicable Taxes (the "Replacement Amount") to the Contractor on the Property Owner's behalf.

**Deferral Payment Added to Property Owner's Taxes for the Property**

- 6. The Property Owner agrees that the City shall indicate the Replacement Cost as a pending liability on the property tax information for the Property and that the City shall register the Replacement Cost, 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 Total Replacement Amount and administration fee are paid in full.

7. 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 April 1<sup>st</sup> and December 31<sup>st</sup> of any calendar year, then the Replacement Cost 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.
8. 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 Replacement Cost 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.
9. The Property Owner agrees that the Replacement Cost 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 Replacement Cost is due and payable on or before June 30th of each following year until the Replacement Cost has been paid in full. These are the minimum payments required, but the Property Owner may pay additional sums, 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**

10. 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**

11. The Property Owner acknowledges and agrees that the Replacement Cost 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.
12. 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

Replacement Cost 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 Replacement Cost 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.

13. 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 12 or 13 of this Agreement, then the City shall be entitled to recover the unpaid portion of the Replacement Cost, from any subsequent owner of the Property.
14. 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 Replacement Cost in full.

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

15. 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 Replacement Cost, 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**

16. 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.

**Interim Agreement**

17. The Property Owner acknowledges and agrees that this Agreement is an interim agreement pending City Council passing a bylaw relating to the lead service connection replacement. The Property Owner agrees to enter into a permanent form of a Lead Service Connection Replacement Agreement within 30-days of Council passing such a bylaw. In the event the Property Owner is unable or unwilling to enter into a permanent Lead Service Connection Replacement Agreement within the time required above, or such other time as the City may agree, then the process in section 11, will be applied 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.

**Notices**

18. 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  
2476 Victoria Avenue  
PO Box 1790  
Regina, SK S4P 3C8  
Attention: Lead Service Connection Management Program

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

Name(s): \_\_\_\_\_  
\_\_\_\_\_  
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 \_\_\_\_\_  
*Date Month and Year*

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

\_\_\_\_\_  
*Name(s) of Property Owner(s)*

\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_  
*Name(s) of Property Owner(s) Date Month and Year*

Per: \_\_\_\_\_  
Signature of Property Owner(s)

Per: \_\_\_\_\_  
Signature of Property Owner(s)

QUOTE

ABSTRACT

BYLAW NO. 2023-38

THE LEAD AFFORDABLE ACCESS PROGRAM MUNICIPAL PROPERTY TAX  
DEFERRAL PROGRAM BYLAW, 2023

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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