



CITY OF EDMONTON

BYLAW 14222

BYLAW TO DESIGNATE THE ST. FRANCIS FRIARY/ ST. ANTHONY'S COLLEGE/ ST. FRANCIS OF ASSISI CHURCH AS A MUNICIPAL HISTORIC RESOURCE

(CONSOLIDATED ON MAY 16, 2012)

Bylaw 14222

Being a Bylaw to Designate the St. Francis of Assisi Friary / St. Anthony's College / St. Francis of Assisi Church as a Municipal Historic Resource

WHEREAS the Historical Resources Act, R.S.A. 2000, c. H-9, as amended, permits the municipal council of a municipality to designate any historic resource within the municipality whose preservation it considers to be in the public interest together with any specified land in or on which it is located, as a Municipal Historic Resource; and

WHEREAS it is deemed in the public interest to designate the buildings located at 6770 – 129 Avenue NW and 12903 – 68 Street NW and known as the St. Francis of Assisi Friary / St. Anthony College and the St. Francis of Assisi Church and the land on which the buildings are situated as a Municipal Historic Resource; and

NOW THEREFORE the Municipal Council of the City of Edmonton, having complied with the Historical Resources Act, and duly assembled, hereby enacts as follows:

1. BUILDING AND LAND DESIGNATED AS A MUNICIPAL HISTORIC RESOURCE

The buildings known as the St. Francis of Assisi Friary / St. Anthony's College (specifically described in Schedule "A") (the "Building"), the building known as the St. Francis of Assisi Church (specifically described in Schedule "D") (the "Church"), and the land on which the buildings are located being legally described as

Plan 9323281
Block 19
Lot 1C
Containing 1.14 Hectares (2.82 Acres) More or Less

Excepting Thereout:

	HECTARES	(ACRES)	MORE OR LESS
A) Plan 1125249 Subdivision	0.489	1.21	
Excepting Thereout All Mines and Minerals			

and

Plan 9323281
Block 19
Lot 1D
Excepting Thereout All Mines and Minerals

(the “Land”) are hereby designated as a Municipal Historic Resource.

2. PERMITTED REPAIRS AND REHABILITATION

Subject to Section 3 hereof, the Building, Church, and Land shall not be removed, destroyed, disturbed, altered, rehabilitated, repaired, or otherwise permanently affected, other than in accordance with the terms of this Bylaw and the following Schedules attached hereto, which form part of this Bylaw:

Schedule “A” The Identification of Regulated Portions of the Buildings known as St. Francis of Assisi Friary / St. Anthony’s College.

Schedule “B” General Guidelines for Rehabilitation

Schedule “C” Rehabilitation Incentive and Maintenance Agreement for the St. Francis of Assisi Friary / St. Anthony’s College.

Schedule “D” The Identification of Regulated Portions of the St. Francis of Assisi Church.

Schedule “E” Rehabilitation Incentive and Maintenance Agreement for the St. Francis of Assisi Church.

3. ADMINISTRATOR

The City Manager is hereby appointed to administer the implementation of any matters arising from the matters set out in this Bylaw and the Schedules attached hereto, including, without limitation, the execution of the Rehabilitation, Incentive and Maintenance Agreements as set out in Schedule “C” and Schedule “E”.

4. EFFECTIVE DATE

This Bylaw shall come into effect on the date on which this bylaw is passed by Council.

(NOTE: Consolidation made under Section 69 of the Municipal Government Act, S.A., 1994, C. M-26.1 and Bylaw No. 12005, and printed under the City Manager's authority.)

Bylaw No. 14222, passed by Council March 21, 2006

SCHEDULE "A"

THE IDENTIFICATION OF REGULATED PORTIONS OF THE BUILDINGS KNOWN AS ST. FRANCIS OF ASSISI FRIARY / ST. ANTHONY'S COLLEGE

The purpose of this Schedule is to identify by written description and photographs, those portions of the buildings known as the St. Francis of Assisi Friary / St. Anthony's College, which shall be regulated by the "General Guidelines for Rehabilitation" (Schedule "B") and must be preserved ("the Regulated Portion").

The Regulated Portion of the buildings includes all the historic exterior facades. This includes the south and west facades. These features of the buildings shall be rehabilitated in accordance with the "Rehabilitation Proposal" which is part of Schedule "B".

Non-regulated portions of the buildings, being all other portions of the buildings not specifically identified as a Regulated Portion, may be rehabilitated, altered, repaired or otherwise permanently affected in any manner provided that such rehabilitation, alteration or repair does not impact on the regulated historic features of the buildings. Any development or alterations considered to be non-regulated portions of the Municipal Resource however must meet the General Guidelines for Rehabilitation of Designated Historic Resources as identified in the "Standards and Guidelines for the Conservation of Historic Places in Canada". Any development of any portion of the Land shall be undertaken in a manner that is sympathetic to the historic facades of the St. Francis of Assisi Friary / St. Anthony's College. New development should also make reference to this historic resource's Statement of Significance as identified on the Alberta Register Historic Places.

The following architectural elements must be retained:

SOUTH FAÇADE 1925 BUILDING:

- The 1925 south facade;
- Red brick façade and stone detailing;
- Six (6) recessed bay façade spaced by seven (7) brick pilasters;
- Seven (7) (replacement) first floor timber pointed arch windows (wooden pointed tracery) with stone sills and voussoirs brick lintels. Lintels above the arched windows have keystone details. Replacement windows must match original 1925 wood windows;
- Thirteen (13) (replacement) second and third floor timber double hung windows matching the original 1925 wood windows six over six;
- Six (6) (replacement) basement level timber double hung windows matching the original 1925 wood windows three over three;
- Brick corbelling details and stone cross located at roof level above the pointed arch window and door entrance;
- Metal cornice at parapet level;
- Timber front door;

- Continuous brick parapet.

SOUTH FAÇADE 1931 BUILDING:

- The 1931 south façade;
- Red brick façade and stone detailing, including stone details at windows;
- Projected entry with stepped parapet with niche containing religious statue at roof level;
- Five (5) (replacement) first floor timber pointed arch windows with wooden pointed tracery and stone sills and voussoirs brick lintels. Lintels above the arched windows have keystone details;
- Twelve (12) (replacement) second and third floor timber double hung windows matching original 1931 wood windows six over six;
- Five (5) (replacement) basement level timber double hung windows matching the original 1931 wood windows three over three;
- Four (4) brick pilasters;
- Stone band located above the basement windows;
- Stone capped brick railings at entrance;
- Paired wood paneled door (with nine lites) with arched window above with tracery at front entrance;
- Stone arched entrance way with stone panel detail above.

SOUTH and WEST FAÇADES OF 1946 GYMNASIUM

- The 1946 south façade;
- Red brick and stone detailing;
- Five (5) brick pilasters facing south;
- All glass block clerestory windows;
- All clerestory paired wood windows with storm windows;
- Wood paneled doors;
- Goose neck light fixtures;

PHOTOGRAPHIC DETAILS

Photo # 1



South Façade of 1931 building facing 129 Avenue

Photo # 2



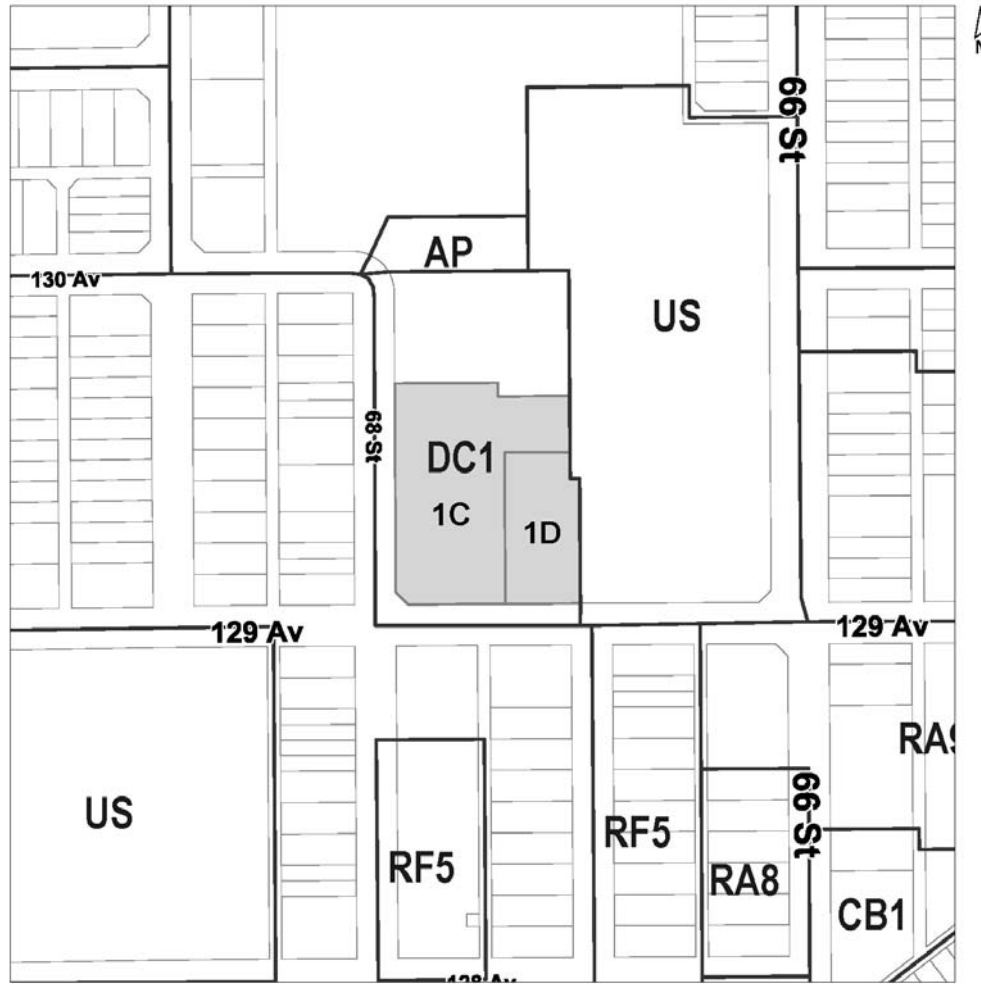
South Façade of 1925 building facing 129 Avenue

Photo # 3



South Façade of 1946 gymnasium facing 129 Avenue

LOCATION MAP



Location of St. Francis of Assisi Friary / St. Anthony's College & St. Francis of Assisi Church
6770 - 129 Avenue

■ DC1

Sustainable Development Department

SCHEDULE "B"

GENERAL GUIDELINES FOR REHABILITATION

The General Guidelines for Rehabilitation are intended to assist in applying accepted principles and practices to the conservation of historic resources. The guidelines are set out in the "Standards and Guidelines for the Conservation of Historic Places in Canada". In a manner consistent with accepted practice, City Policy C-450A requires that the standards be used in conjunction with the guidelines to ensure that the basis for a clear and consistent interpretation of the guidelines is provided to assist owners of historic resources throughout the rehabilitation process. The following guidelines and the referenced standards shall apply to St. Francis of Assisi Friary / St. Anthony's College / St. Francis of Assisi Church (the "Municipal Historic Resource") and any rehabilitation or maintenance work undertaken with respect to the Municipal Historic Resource at any time.

1. Compatible Uses:

Wherever possible, the uses proposed for a Municipal Historic Resource shall be compatible with the existing building such that only minimal changes are required to the building. The use of a Municipal Historic Resource for its original purpose is desirable.

2. Original Character:

The original distinctive qualities and character of the Historic Resource shall not be destroyed. The removal or alteration of any historical materials or features shall be avoided whenever possible.

3. The Historic Period:

The Municipal Historic Resource should be recognized as a product of its own time. Alterations which are not based on historical fact or which recreate an earlier or a later appearance shall be discouraged.

4. Witness to Change:

Changes to the Municipal Historic Resource may have occurred over time. These alterations are evidence of the history and development of the building. Because this evolution may have acquired significance in its own right, alterations to the original building should be recognized and respected where indicated.

5. Style and Craftsmanship:

Distinctive stylistic features and examples of skilled craftsmanship of the Historic Resource shall be preserved and treated sensitively.

6. Repair and Replacement:

Deteriorated architectural features shall be repaired rather than replaced whenever possible. Where replacement is necessary, the new material should match the original as to material composition, colour, texture, design, etc. The repair or replacement of architectural features shall be based on a sound knowledge of the original characteristics of the feature. Such knowledge shall be based on historical or pictorial evidence and not upon conjecture.

7. Cleaning:

In all cases, surface cleaning shall be undertaken with the gentlest means available. Sandblasting and other cleaning methods that damage historic buildings shall not be undertaken without thorough testing prior to use on a building. Sandblasting is NOT recommended on brick, stone or wood. In all instances, it should be ascertained that a building exterior is really in need of cleaning prior to undertaking the work.

8. Reversibility of Intervention:

When the introductions of new elements or materials are necessary to stabilise or preserve the historic resource, alterations shall be undertaken such that the new materials, should they fail, may be removed at a later date without damage to the original fabric of the Historic Resource. Where this is not possible (i.e. use of epoxy or other permanent interventions) only those methods and materials which have been thoroughly tested and found satisfactory in situ, shall be used.

9. Recording:

Prior to undertaking any alterations, particularly in cases where alterations may threaten the building fabric (underpinning, moving structures), the applicant/owner shall provide notice to the administrator of the City Planning and Development Department's Heritage Program to enable measures to be taken to provide a complete and accurate record of the architectural features of the Historic Resource. Measured drawings and photographs of details may prove invaluable if major features are damaged or lost during the subsequent repair work. Any historic resource, which is the subject of an application to unsympathetically alter or demolish such resource, shall be professionally recorded.

10. Original Construction Details:

In some historic structures, poor construction details or inappropriate materials resulted in rapid deterioration of certain building elements. In these instances, accurate reconstruction of the original detail will inevitably result in the failure of the element. Therefore, reconstruction should be undertaken in such a fashion as to duplicate the original appearance as closely as possible while using details based on sound construction practice.

11. Codes:

At no time should the life and safety of occupants of a Municipal Historic Resource be deemed of lesser importance than the preservation of the original fabric of the Municipal Historic Resource. The required life and safety standards are those required by the current Alberta Building Code. However, notwithstanding these Code requirements, where the essential character of the structure is threatened by changes for Code reasons, every effort shall be made to achieve an equivalent safety standard by alternate means so as to minimise the impact on the historic fabric.

12. Rehabilitation:

Prior to undertaking any rehabilitation work, the scope of work and a schedule of alterations should be prepared. This schedule should include phasing of alterations where necessary due to program or budget restrictions. The type and timing of both short and long term maintenance work shall also be included.

13. Signs:

As a general rule signs should be limited to signs which were originally present on the building. In instances where new uses or interpretive functions dictate the use of additional signs, these new elements should be integrated into the general design of the project. The size, typeface, graphics, and materials should be chosen to suit the period of the Municipal Historic Resource wherever possible. Avoid installing new signs such that the repair, replacement or removal of the signs damages the original fabric of the structure.

14. Alterations and Additions to Historic Resources:

Contemporary design for alterations and additions to existing historic resources shall not be discouraged when such alterations and additions do not diminish the overall historic character of the resource and such design is compatible with the size, scale, colour, material and character of the resource, neighbourhood or environment.

SCHEDULE “C”

THIS REHABILITATION INCENTIVE AND MAINTENANCE AGREEMENT

Made this day of , 2006.

BETWEEN:

THE CITY OF EDMONTON
(the “City”)

OF THE FIRST PART,

-and-

JOHN BOSCO CHILD AND FAMILY SERVICES FOUNDATION
(the “Owner”)

OF THE SECOND PART,

-

WHEREAS:

1. The Owner is the registered owner of land municipally described as:

6770-129 Avenue NW and 12903-68 Street NW, Edmonton

and legally described as:

Plan 9323281
Block 19
Lot 1C
Containing 1.14 Hectares (2.82 Acres) More or Less

Excepting Thereout:

	HECTARES	(ACRES)	MORE OR LESS
A) Plan 1125249 Subdivision	0.489	1.21	
Excepting Thereout All Mines and Minerals			

and

Plan 9323281
Block 19
Lot 1D
Excepting Thereout All Mines and Minerals

(the "Land"), and the buildings known as the **St. Francis of Assisi Friary / St. Anthony's College** located thereon (the "Building");

2. On December 20, 2005, City Council authorized the service of a Notice of Intention to Designate the Land and Building as a Municipal Historic Resource in accordance *Historical Resources Act*, R.S.A. 2000, c. H-9;
3. A condition or covenant relating to the preservation or restoration of any land or building, entered into by the owner of the land and the council of a municipality may be registered with the Registrar of Land Titles, and may be enforced whether the condition or covenant is positive or negative in nature notwithstanding that the grantee may not have an interest in any land that would be accommodated or benefited by the condition or covenant;
4. The Building is in need of rehabilitation to ensure its long-term integrity and the Owner has agreed with the City to rehabilitate and maintain the Land and Building in accordance with the covenants and conditions in this Agreement;
5. In anticipation that the Municipal Council of the City shall designate the Land and Building as a municipal historic resource, the City wishes to pay the Owner money in satisfaction of the Owner's right to compensation under the Act and as an incentive to rehabilitate and maintain the Building, and the Owner agrees to accept such money in lieu of compensation under the Act;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Current Owner and the Prospective Owner, the parties agree as follows:

1. CONDITION PRECEDENT

- 1.1. This Agreement is conditional upon Council passing a bylaw to designate the Land and the Building a Municipal Historic Resource by April 21, 2006 or such later date as the parties may agree to in writing. If the Designating Bylaw is not passed by April 21, 2006 and the parties have not agreed to extend the time for satisfaction of the condition precedent, this Agreement shall be of no force and effect.

2. DEFINITIONS

In this Agreement:

- 2.1. "Act" means the *Historical Resources Act*, R.S.A. 2000, c. H-9;
- 2.2. "Certification" means the written confirmation provided by the Owner to the City in a form satisfactory to the City certifying that a Phase or Phases of the

Rehabilitation Work has been completed, or a Deficiency List has been remedied, which shall include the following:

- 2.2.1. receipts for all materials, supplies, labour and services and any other relevant documentation or other documents satisfactory to the City; and
- 2.2.2. receipts or other documents satisfactory to the City indicating that all suppliers and contractors involved in performing that Phase of the Rehabilitation Work or remedy of the Deficiency List have been paid in full for their goods or services;
- 2.3. “Council” means the municipal council of the City of Edmonton;
- 2.4. “Deficiency List” means a description of the particulars given by the City to the Owner that specifies how the Rehabilitation Work or the Certification is inadequate or deficient;
- 2.5. “Designating Bylaw” means a bylaw passed by Council under the authority of section 26 of the Act relating to the Land and Building;
- 2.6. “Maximum Incentive” means the amount set forth within section 6.1 of this agreement;
- 2.7. “Owner” includes the current Owner, and all future registered owners of the Land at the North Alberta Land Registration District;
- 2.8. “Rehabilitation Work” means the work set out in Article 4.1 of this agreement to be completed by the Owner.

3. OWNER’S WAIVER OF RIGHTS:

- 3.1. The Owner hereby expressly agrees to hereby waive all rights to claim additional or alternative compensation beyond the Maximum Incentive of this Agreement for any cause, whether arising in common law, equity or by statute, because of the City’s designation of the Lands and Building as a Municipal Historic Resource or the City’s issuance of the Notice of Intention to Designate.
- 3.2. The Owner waives any rights the Owner may have to dispute the sufficiency of the Notice of Intention to Designate and hereby releases the City, its agents and employees from any deficiencies of the Notice of Intention to Designate or the issuance thereof.

4. REHABILITATION WORK:

- 4.1. Upon the passage of the Designating Bylaw, the Owner shall commence the Rehabilitation Work as set out in the table below:

PHASE	DESCRIPTION OF WORK	ALLOCATED (\$)
1	<p>Masonry Restoration to 1925 and 1931 buildings:</p> <p>Repair, replace and repoint and clean all brick work and stone work details on south and exposed portions of the east and west facades. Mortar mixes must match original.</p>	\$62,865
2	<p>Masonry Restoration to the 1946 Gymnasium:</p> <p>Repair, replace and repoint and clean all brick and stone details on south, west and north facades. Mortar mixes must match original.</p>	\$11,260
3	<p>Roof 1925 building:</p> <p>Replace and/or repair roof to modern code including back of parapets.</p>	\$14,250
4	<p>Roof 1931 building:</p> <p>Replace and/or repair roof to modern code including back of parapets.</p>	\$29,350
5	<p>Roof 1946 Gymnasium building:</p> <p>Replace and/or repair roof to modern code including back of parapets.</p>	\$29,913
6	<p>Windows:</p> <p>Remove and replace existing windows facing 129 Avenue and install with new historically correct wood windows to match the original wood windows installed in 1925 and 1931.</p>	\$81,402
7	<p>Miscellaneous:</p> <p>Repair lower shed attached to gym on south façade. Repair roof above office area of main building and replace drain.</p>	\$1,600
8	<p>a) Owner has completed to date various upgrades and/or replacements to mechanical, electrical, heating and plumbing items to code, in addition to improvements to the interior.</p> <p>b) The owners will agree to maintain the entire building in accordance with the General Guidelines for</p>	

PHASE	DESCRIPTION OF WORK	ALLOCATED (\$)
	Rehabilitation and accepted conservation practice.	
9	Completed DC1 zoning	
TOTAL		<u>\$230,640</u>

4.2. The Owner shall complete the Rehabilitation Work by December 31, 2008

4.3. In undertaking the Rehabilitation Work the Owner shall follow the General Guidelines for Rehabilitation in the Designating Bylaw.

5. PAYMENT OF REHABILITATION INCENTIVE:

5.1. The City and the Owner agree that the sums described in the table contained in section 4.1 of this Agreement in the column “Allocated (\$)” are estimated amounts of the Maximum Incentive allocated to each phase of the Rehabilitation Work (a “Phase”), to be paid to the Owner by the City pursuant to the provisions of Article 6 of this Agreement.

5.2. Upon completing a Phase or Phases or remedying a Deficiency List, the Owner shall provide the City with a Certification.

5.3. Within fourteen (14) days of receiving a Certification, the City may inspect the Building and either:

5.3.1. issue a Notice of Completion, stating that:

5.3.1.1. the Phase or Phases of the Rehabilitation Work has been performed to the satisfaction of the City and that a satisfactory Certification has been received, or

5.3.1.2. the Deficiency List has been remedied to the satisfaction of the City and that a satisfactory Certification has been received, or

5.3.1.3. give the Owner a Deficiency List.

5.4. If the City issues a Deficiency List, the Owner shall forthwith commence remediation of the deficiencies described in the Deficiency List.

5.5. In calculating the cost of performing the Rehabilitation Work, the Owner and the City shall only include the cost of labour and building materials specifically associated with the Rehabilitation Work. The Owner and the City shall not include other costs, including but not limited to, for example, the interruption of use of the Building or the Lands or the cost of repairing damage to the Building while the Rehabilitation Work was underway.

6. **PAYMENT:**

6.1. The City shall not be liable to pay the Owner more than the sum of \$230,640 described in the table contained in section 4.1 of this Agreement, as the total compensation payable by the City pursuant to this Agreement and the Designating Bylaw (the "Maximum Incentive"), and only upon completion of all Rehabilitation Work in accordance with the provisions of this Agreement, which sum shall be payable in yearly installments as described below. Notwithstanding anything else herein contained, the City shall not be obligated to pay any portion of the Maximum Incentive until the City is satisfied, in its sole discretion, as to the registration of the Designating Bylaw and this Agreement against the title to the Lands.

Payment in the First Year

6.2. On or before December 31, 2006, the City shall pay the Owner the lesser of:

6.2.1. a maximum annual payment of \$130,640; or

6.2.2. one half the value of all the Rehabilitation Work for which the City has issued Notices of Completion in 2006.

If by December 31, 2006 the Owner has not completed enough Rehabilitation Work (verified by Notices of Completion) to qualify for the full maximum annual payment, the difference shall be applied to the maximum annual payment in 2007.

Payment in the Second Year

6.3. On or before December 31, 2007, the City shall pay the Owner the lesser of:

6.3.1. a maximum annual payment of \$100,000 (plus any amounts carried over from previous years); or

6.3.2. one half the value of all the Rehabilitation Work for which the City has issued Notices of Completion in 2007.

If by December 31, 2008, the Owner has not completed enough Rehabilitation Work (verified by Notices of Completion) to qualify for the maximum annual payment in that year, the City shall not be obligated to pay the difference to the Owner in that year or in any future years. Notwithstanding the foregoing, the City may agree with the Owner in writing to carry forward beyond the Third and Final Year some or all of the unpaid Maximum Incentive. The Owner expressly agrees, however that payment of any or all of the Maximum Incentive is conditional upon completion of the Rehabilitation Work

strictly in accordance with this Agreement.

- 6.4. The City may in its absolute discretion provide for partial payment of any amount up to the Maximum Incentive for any Phase(s) notwithstanding that a Notice of Completion for the phase(s) has not yet been issued.

7. MAINTENANCE:

- 7.1. In January of the (5th) fifth year after the issuance of the Notice of Completion for the final Phase or Phases of the Rehabilitation Work, and every five years after that, the Owner shall allow the City's heritage planner or designate (the "Inspector") to conduct an inspection of all the regulated portions of the Building.
- 7.2. Within sixty (60) days of his inspection, the Inspector shall prepare a written report setting out recommendations for remedial or maintenance work on the Building, including a proposed schedule for the work and suggestions as to methods and materials to be used.
- 7.3. The Owner and the City shall meet within fourteen (14) days of the receipt of the Inspector's report, and establish the remedial work that shall be carried out, the timing for the completion of such remedial work and the manner in which such remedial work shall be undertaken (the "Remedial Work Plan").
- 7.4. The Owner shall promptly carry out the Remedial Work Plan and notify the City on completion.
- 7.5. On receipt of notice that the Remedial Work Plan has been completed, the City may inspect and identify any deficiencies in writing to the Owner. The Owner shall correct the deficiencies and provide the City notice that such corrective action has been carried out, and the City may then re-inspect.
- 7.6. Notwithstanding any other provision of this agreement, if at any time the Owner or the City become aware of any disrepair that may endanger the Building, the Owner and the City shall meet and the Owner shall prepare and submit to the City a plan for repairs. Nothing herein shall be deemed or construed, however, to limit the City's ability to rely on or enforce laws or bylaws relating to real property which is unsafe, dangerous or unsightly.
- 7.7. In addition to inspections permitted pursuant to the Remedial Work Plan, the City may on reasonable notice to the Owner and no more than four (4) times a year, inspect the Building at the City's own expense.
- 7.8. The Owner shall be solely responsible for ensuring that the Building and Lands and any improvements thereto comply with all applicable federal, provincial and

municipal laws, regulations, bylaws, codes and guidelines. The Owner acknowledges and agrees that nothing in this Agreement shall be deemed or construed as an obligation on or duty of the City to ensure compliance with this section or advise the Owner of deficiencies in the Owner's compliance with this section.

- 7.9. **If the Owner fails to perform any obligation under these Articles 7.1 to 7.12 or made pursuant to these Articles 7.1 to 7.12, the City may give notice of the breach to the Owner and at the expiration of twenty-one (21) days after service of the notice, the City may without further notice, take all steps as the City may in its absolute and uncontrolled discretion deem necessary to remedy the Owner's breach.** Any monies expended by the City in remedying the said breach, together with a surcharge of fifteen (15%) percent, shall be paid by the Owner to the City, and until such payment shall, together with interest thereon at the rate of one percent (1%) per annum above the prime rate, be a debt owing by the Owner to the City. This amount shall be recoverable by the City from the Owner within thirty (30) days of the Owner receiving a written demand and summary of costs from the City, failing which, such amount payable shall be a charge on the Lands and the City is at liberty to register such charge on title to the Lands. The rights of the City under this clause shall be in addition to and not substitution of any other rights of the City against the Owner whether by way of damages for breach of covenant or otherwise.
- 7.10. The failure of the City at any time to require performance by the Owner of any of the Owner's covenants shall in no way affect the City's right to enforce such covenant, nor shall the waiver by the City of the performance of any covenant be taken or be held to be a waiver of the performance of that covenant or any other covenant hereunder at any later time.
- 7.11. The Owner hereby releases the City, its agents and employees, from any liability whatsoever that the City may have to the Owner arising out of or related to the City's performance of such obligations, save for any such liability as may be due to the City's negligence. The Owner hereby agrees to cooperate with the City and allows the City such necessary access to the Building and the Lands as is requisite for the City to fulfill the requirements of this section.
- 7.12. Pursuant to and in accordance with Section 29 of the Act this Agreement shall be registered on title to the Lands and the conditions and covenants herein shall run with the Lands and shall bind the Owner and subsequent owners and successors in title to the Owner.

8. **REZONING:**

- 8.1. Within one year of the execution of this Agreement, the Owner shall apply to the City to have the Lands re-zoned to DC1 (Direct Development Control)

Provision. Nothing in this Agreement fetters Council's discretion to approve or reject the Owners re-zoning application.

- 8.2. Notwithstanding any other provision of this agreement, the City may, in its sole and absolute discretion, hold back the Incentive grant until the Planning and Development Department has received a valid application to rezone the Lands to DC1 (Direct Development Control).

9. INSTALLATION OF PLAQUES:

- 9.1. The Owner shall permit the placement of two plaques in a visible location on or in proximity to the Building upon, or anytime after, the passing of the Designating Bylaw. One plaque shall be created and installed by the City at the City's sole expense to a design and specification solely within the City's discretion identifying the Building and the Land as a Municipal Historic Resource. A second plaque shall be created and installed by the Edmonton Historic Board as an interpretative plaque, to a design and specification solely within the Board's discretion. The location of the City's and the Board's plaques shall be mutually agreed to by the Owner and the City, both parties acting reasonably. For greater clarity, the City or the Board shall have no obligation to create and install such plaques, and the decision to do so shall be solely within each of the City's and the Board's discretion. The Owner shall not and shall not permit or cause the removal, disturbance or obscuring of such plaques.

10. CANADIAN REGISTER OF HISTORIC PLACES:

10.1. The Owner(s) consent to having the property listed on the Canadian Register of Historic Places which will at minimal entail having the address, historic descriptions, statements of significance, and photographs available for public viewing, in print or electronic format.

11. INSURANCE:

11.1. The Owner must maintain all risks broad form property insurance on the Building and Lands.

11.2. The limits of such policy must insure the structure to full replacement value.

11.3. In the event of a loss every effort should be made to replace, repair or restore the building to conserve the characteristics of the building which give it its historical significance. Parts of the building designated as being historical shall be restored, as closely as possible, to the details and characteristics of the original dwelling so designated as being historical.

11.4. Any exceptions to this insurance provision must be approved by the designated Heritage Planner for the City of Edmonton.

12. DISPUTE RESOLUTION:

12.1. If a dispute arises between the City and the Owner as to the proper interpretation or effect of any of the terms or conditions of this Agreement, such dispute shall be resolved in accordance with the following procedure:

12.1.1. The party requesting that the matter in dispute be resolved in accordance with the provisions of this Dispute Resolution Article (the "Disputing Party") shall notify the other party (the "Defending Party") in writing of the details of the nature and extent of the dispute (the "Arbitration Notice").

12.1.2. Within seven (7) days of the receipt of the Arbitration Notice, the Defending Party shall by written notice advise the Disputing Party that it disputes all matters referred to in the Arbitration Notice except those for which the Defending Party admits responsibility and proposes to take remedial action.

12.1.3. The terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice with respect to which the Defending Party has not admitted or proposes to take remedial action.

- 12.1.4. The Defending Party and the Disputing Party shall within ten (10) days after the date of receipt by the Disputing Party of the Defending Party's notice, appoint an arbitrator who shall be acceptable to both parties (the "Arbitrator"). In the event that the parties shall fail to appoint the Arbitrator, then either party may, on written notice to the other, apply to the President of the Alberta Arbitration and Mediation Society to name the Arbitrator.
- 12.1.5. Not later than twenty (20) days after the appointment of the Arbitrator, the Arbitrator shall make his written decision, and shall give it to the parties immediately.
- 12.1.6. Unless the Arbitrator orders otherwise, the City and the Owner shall equally bear the costs of the arbitration.
- 12.1.7. The decision of the Arbitrator is final and binding on the parties and there shall be no appeal of the decision to the courts.
- 12.1.8. Except as modified by this Agreement, the provisions of the Arbitration Act R.S.A. 2000 c. A-43, as amended, shall apply.

13. NOTICE:

- 13.1. Any notice given pursuant to the terms of this Agreement shall be sufficiently given:
- 13.1.1. in case of notice to the City, if such notice is sent by prepaid registered mail, or personally delivered, in an envelope addressed to:

General Manager, Planning and Development Department

5th Floor Allstream Tower
10250 - 101 Street NW
Edmonton, AB T5J 3P4

and also to:

Corporate Services Department, Law Branch

9th Floor Chancery Hall
#3 Sir Winston Churchill Square
Edmonton, AB T5J 2C3

13.1.2. in case of notice to the Owner, if such notice is sent by prepaid registered mail, or personally delivered, in an envelope addressed to:

John Bosco Child and Family Services Foundation

Attention: Dr. Gus Rozycki

6770-129 Avenue

Edmonton, AB T6A 3B1

- 13.2. Notice given as aforesaid, if posted, other than during an actual or threatened postal disruption, shall conclusively be deemed to have been given on the fifth (5th) business day following the date on which the notice is mailed. Any notice personally delivered or sent by telecopier or other form of facsimile transmission shall be deemed to have been given on the date of actual delivery.
- 13.3. Either party may, at any time, give notice in writing to the other of any change of address of the party giving such notice and, from and after giving of such notice, the address therein specified shall be deemed to be the address of the party for the giving of notice hereunder.

14. GENERAL PROVISIONS:

- 14.1. The parties to this Agreement shall execute and deliver to the other all such further assurances and documents which may reasonably be deemed necessary by the solicitors for either of them to give full force and effect to the Agreement. The Agreement is not intended and shall not be deemed nor construed to nullify, replace, circumvent, extend or modify any existing statutes, bylaws or permit conditions, which govern development or construction within the City.
- 14.2. If any portion of this Agreement is found to be unenforceable, the remaining portions of this Agreement shall be given full force and effect.
- 14.3. The Designating Bylaw shall be registered on title to the Land by the City. Notwithstanding any other provisions of this Agreement, the Owner shall forthwith upon execution of this Agreement use reasonable efforts to have the Designating Bylaw placed as a registration prior to any security interest on the title to the Lands.
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- 14.5. Time is of the essence in this Agreement.
- 14.6. Everything herein contained shall inure to the benefit of and be binding upon the parties hereto, their administrators, successors and assigns respectively.

IN WITNESS WHEREOF the parties have signed this Agreement on the day and year first above written.

A P P R O V E D

THE CITY OF EDMONTON
as represented by the General
Manager of the Planning and
Development Department

As to Form _____
Corporate Services Department, Law Branch

Per: _____

As to Content _____
Head of Department

Witness _____
Name of witness

Per: _____
John Bosco Child and Family
Services Foundation:

For owners of buildings owned by their company without a seal

AFFIDAVIT VERIFYING
CORPORATE SIGNING AUTHORITY

CANADA)	I,
PROVINCE OF ALBERTA)	of the City of Edmonton,
TO WIT)	in the Province of Alberta
)	MAKE OATH AND SAY:

1. I am an officer of _____ named in the within instrument.

2. I am authorized by the corporation to execute this instrument without affixing a corporate seal.

SWORN BEFORE ME)	
at the City of Edmonton)	
in the Province of Alberta)	
this day of)	
A.D. 2006)	
)	-----
)	signature
)	
)	
)	
)	
_____)	
A Commissioner for Oaths in and for		
The Province of Alberta		

SCHEDULE “D”

THE IDENTIFICATION OF REGULATED PORTIONS OF THE BUILDING KNOWN AS ST. FRANCIS OF ASSISI CHURCH

The purpose of this Schedule is to identify by written description and photographs, those portions of the building known as the St. Francis of Assisi Church, which shall be regulated by the “General Guidelines for Rehabilitation” (Schedule “B”) and must be preserved (“the Regulated Portion”).

The Regulated Portion of the building includes all the historic exterior facades. This includes the south, east and west facades. These features of the buildings shall be rehabilitated in accordance with the “Rehabilitation Work” which is part of Schedule “E”.

Non-regulated portions of the building, being all other portions of the building not specifically identified as a Regulated Portion, may be rehabilitated, altered, repaired or otherwise permanently affected in any manner provided that such rehabilitation, alteration or repair does not impact on the regulated historic features of the building. Any development or alterations considered to be non-regulated portions of the Municipal Resource however must meet the General Guidelines for Rehabilitation of Designated Historic Resources as identified in the “Standards and Guidelines for the Conservation of Historic Places in Canada”. Any development of any portion of the Land shall be undertaken in a manner that is sympathetic to the historic facades of the St. Francis of Assisi Church. New development should also make reference to this historic resource’s Statement of Significance as identified on the Alberta Register Historic Places.

The following architectural elements must be retained:

- prominent mid block location;
- continuous use as a religious educational facility at this site for over a century;
- the 1961 ecclesiastical modern form, scale and massing as expressed by its near three-storey plus basement height with slight pitched roof;
- masonry construction with light brown brick exterior cladding on front and rear elevations with steel post and beam construction as articulated as pilasters on the side elevations;
- elements of the Structuralist style including its boxy modest proportions on an otherwise restrained facades; and
- the church with brick cladding on the front and rear, the cross on the front elevations composed of blue glazed brick; the precast concrete panels with bays articulated by pilasters on the side elevations; the ribbon of clerestory windows near the eaves; the front

“box” entrance with flat roofed bay, terrazzo steps, floor lights and the six solid oak doors with cross shaped windows at the entrance.

PHOTOGRAPHIC DETAILS

Photo 1

View of Front Elevation as seen from 129 Avenue

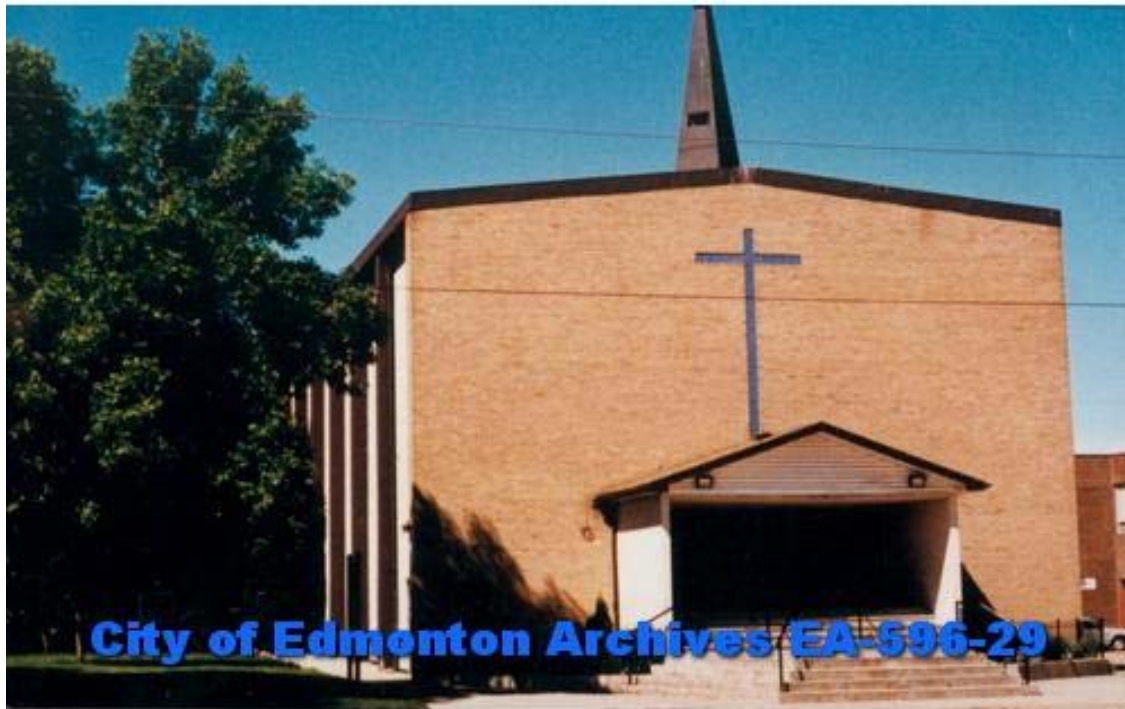


Photo 2
View of Front Entrance and West Elevation



Photo 3
View of Front Box Entrance with Steps and Oak Doors



satisfaction of the Owner's or successors right to compensation under the Act, and the Owner agrees to accept such money in lieu of compensation under the Act.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Owner, the parties agree as follows:

1. CONDITION PRECEDENT:

1.1. This Agreement is conditional upon Council passing a Bylaw to designate the Land and the Building a Municipal Historic Resource by May 2, 2012, or such later date as the parties may agree to in writing. If the Designating Bylaw is not passed by May 2, 2012, and the parties have not agreed to extend the time for satisfaction of the condition precedent, this Agreement shall be of no force and effect.

2. DEFINITIONS:

In this Agreement:

2.1. "Act" means the *Historical Resources Act*, R.S.A. 2000, c. H-9.

2.2. "Certification" means the written confirmation provided by the Owner to the City in a form satisfactory to the City certifying that a Phase or Phases of the Rehabilitation Work has been completed, or a Deficiency List has been remedied, which shall include the following:

2.2.1. Receipts for all materials, supplies, labour and services and any other relevant documentation or other documents satisfactory to the City;

2.2.2. Receipts or other documents satisfactory to the City indicating that all suppliers and contractors involved in performing that Phase of the Rehabilitation Work or remedy of the Deficiency List have been paid in full for their goods or services; and

2.2.3. Evidence that the Owner received competitive bids or estimates before engaging any contractor or supplier.

2.3. "Council" means the municipal council of the City of Edmonton.

2.4. "Deficiency List" means a description of the particulars given by the City to the Owner that specifies how the Rehabilitation Work or the Certification is inadequate or deficient.

2.5. "Designating Bylaw" means a Bylaw passed by Council under the authority of Section 26 of the Act relating to the Land and Building.

2.6. "Maximum Incentive" means the amount set forth within Section 6.1. of this Agreement.

- 2.7. “Owner” includes the current Owner and all future registered owners of the Land at the North Alberta Land Registration District.
- 2.8. “Rehabilitation Work” means the work set out in Section 4.1. of this Agreement to be completed by the Owner.

3. OWNER’S WAIVER OF RIGHTS:

- 3.1. The Owner and successors hereby expressly agrees to waive all rights to claim additional or alternative compensation beyond the Maximum Incentive of this Agreement for any cause, whether arising in common law, equity or by statute, because of the City’s designation of the Land and Building as a Municipal Historic Resource or the City’s issuance of the Notice of Intention to Designate.
- 3.2. The Owner waives any rights the Owner may have to dispute the sufficiency of the Notice of Intention to Designate and hereby releases the City, its agents and employees from any deficiencies of the Notice of Intention to Designate or the issuance thereof.

4. REHABILITATION WORK:

- 4.1. Upon the passage of the Designating Bylaw, the Owner shall commence the Rehabilitation Work as set out in the table below:

Phase	Description of City Funded Work	Total Estimated Cost	Amount Allocated
Phase 1	Roof Repairs – to roof above Sanctuary and vestry and offices	\$83,351.00	\$41,675.50
Phase 2	Masonry Restoration – including re-pointing of precast cladding, repairs to misaligned panels, repair cracks in brick on front elevation, repair coating on exposed columns, wash entire building, repair and/or replace terrazzo front steps.	\$103,700.00	\$51,850.00
Phase 3	Painting – of the church building as required	\$22,061.60	\$11,030.80
Phase 4	Front Doors – restoration of the original front entrance doors.	\$13,050.00	\$6,525.00
Phase 5	Restoration of Front Entrance Roof – remove inappropriate pitch wood roof and restore the original flat roof to reinstate the “box” entrance.	\$7,875.00	\$3,937.50
	Contingency (10%)	\$23,003.76	\$11,501.88
	Total	\$253,041.36	\$126,520.68

- 4.2. The Owner shall complete the Rehabilitation Work by December 31, 2015.

- 4.3. In undertaking the Rehabilitation Work the Owner shall follow the “General Guidelines for Rehabilitation” in the Designating Bylaw and the “*Standards and Guidelines for the Conservation of Historic Places in Canada.*”

5. PAYMENT OF REHABILITATION INCENTIVE:

- 5.1. The City and the Owner agree that the sums described in the table contained in Section 4.1. of this Agreement in the column “Amount Allocated” are estimated amounts of the Maximum Incentive allocated to each phase of the Rehabilitation Work (a “Phase”), to be paid to the Owner by the City pursuant to the provisions of Article 6 of this Agreement.
- 5.2. Upon completing a Phase or Phases, or remedying a Deficiency List, the Owner shall provide the City with a Certification.
- 5.3. Within fourteen (14) days of receiving a Certification, the City may inspect the Building and either:
- 5.3.1. Issue a Notice of Completion, stating that:
- 5.3.1.1. The Phase(s) of the Rehabilitation Work has been performed to the satisfaction of the City and that a satisfactory Certification has been received; or
- 5.3.1.2. The Deficiency List has been remedied to the satisfaction of the City and that a satisfactory Certification has been received; or
- 5.3.1.3. Give the Owner a Deficiency List.
- 5.4. If the City issues a Deficiency List, the Owner shall forthwith commence remediation of the deficiencies described in the Deficiency List.
- 5.5. In calculating the cost of performing the Rehabilitation Work, the Owner and the City shall only include the cost of labour and building materials specifically associated with the Rehabilitation Work. The Owner and the City shall not include other costs, including but not limited to, for example, the interruption of use of the Building or the Land or the cost of repairing damage to the Building while the Rehabilitation Work was underway.

6. PAYMENT:

- 6.1. The City shall not be liable to pay the Owner more than the sum of \$126,520.68 described in the table contained in Section 4.1. of this Agreement, as the total compensation payable by the City pursuant to this Agreement and the Designating Bylaw (the “Maximum Incentive”), and only upon completion of all Rehabilitation Work in accordance with the provisions of this Agreement, which sum shall be payable in yearly instalments as described below.

- 6.2. Notwithstanding anything else herein contained, the City shall not be obligated to pay any portion of the Maximum Incentive until the City is satisfied, in its sole discretion, as to the registration of the Designating Bylaw and this Agreement against the title to the Land.
- 6.3. The City will holdback up to 10% of the grant monies allocated until all the project work is completed or the General Manager of Sustainable Development is satisfied that the work completed is satisfactory for full or partial payment.

Payment in the First Year

- 6.4. On or before December 31, 2012, the City shall pay the owner the lesser of:
 - 6.4.1. A maximum payment of \$126,520.68, or
 - 6.4.2. One half the value of all the Rehabilitation Work for which the City has issued Notices of Completion in 2012.

If by December 31, 2012, the Owner has not completed enough Rehabilitation Work (verified by Notices of Completion) to qualify for the full Maximum Incentive, the difference shall be applied to payments in 2013, 2014 or 2015.

If by December 31, 2015, the Owner has not completed enough Rehabilitation Work (verified by Notices of Completion) to qualify for the Maximum Incentive, the City shall not be obligated to pay the difference to the Owner in that year or in any future years. Notwithstanding the foregoing, the City may agree with the Owner in writing to carry forward some or all of the unpaid Maximum Incentive. The Owner expressly agrees, however, that payment of any or all of the Maximum Incentive is conditional upon completion of the Rehabilitation Work strictly in accordance with this Agreement.

- 6.5. The City may, in its absolute discretion, provide for partial payment of any amount up to the Maximum Incentive for any Phase(s) notwithstanding that a Notice of Completion for the Phase(s) has not yet been issued.

7. MAINTENANCE:

- 7.1. In January of the fifth (5th) year after the issuance of the Notice of Completion for the final Phase(s) of the Rehabilitation Work, and every five (5) years after that, the Owner shall allow the City's Heritage Planner or designate (the "Inspector") to conduct an inspection of all the regulated portions of the Building.
- 7.2. Within sixty (60) days of the inspection, the Inspector shall prepare a written report setting out recommendations for remedial or maintenance work on the Building, including a proposed schedule for the work and suggestions as to methods and materials to be used.

- 7.3. The Owner and the City shall meet within fourteen (14) days of the receipt of the Inspector's report and establish the remedial work that shall be carried out, the timing for the completion of such remedial work and the manner in which such remedial work shall be undertaken (the "Remedial Work Plan").
- 7.4. The Owner shall promptly carry out the Remedial Work Plan and notify the City on completion.
- 7.5. On receipt of notice that the Remedial Work Plan has been completed, the City may inspect and identify any deficiencies in writing to the Owner. The Owner shall correct the deficiencies and provide the City notice that such corrective action has been carried out, and the City may then re-inspect.
- 7.6. Notwithstanding any other provision of this Agreement, if at any time the Owner or the City become aware of any disrepair that may endanger the Building, the Owner and the City shall meet and the Owner shall prepare and submit to the City a plan for repairs to the satisfaction of the City. The Owner shall promptly carry out the required repairs and notify the City on completion within a time frame determined by the City. Nothing herein shall be deemed or construed, however, to limit the City's ability to rely on or enforce laws or bylaws relating to real property which is unsafe, dangerous or unsightly.
- 7.7. In addition to inspections permitted pursuant to the Remedial Work Plan, the City may on reasonable notice to the Owner and no more than four (4) times a year, inspect the Building at the City's own expense.
- 7.8. The Owner shall be solely responsible for ensuring that the Building and Land and any improvements thereto comply with all applicable federal, provincial and municipal laws, regulations, bylaws, codes and guidelines. The Owner acknowledges and agrees that nothing in this Agreement shall be deemed or construed as an obligation on or duty of the City to ensure compliance with this section or advise the Owner of deficiencies in the Owner's compliance with this section.
- 7.9. **If the Owner fails to perform any obligation under this Article 7 or made pursuant to this Article 7, the City may give notice of the breach to the Owner and without any further notice in the case of a breach pursuant to Section 7.6 of the Agreement, or at the expiration of twenty-one (21) days after service of the notice in the case of any other breach, the City may without further notice, take all steps as the City may in its absolute and uncontrolled discretion deem necessary to remedy the Owner's breach.** Any monies expended by the City in remedying the said breach, together with a surcharge of fifteen percent (15%), shall be paid by the Owner to the City, and until such payment shall, together with interest thereon at the rate of one percent (1%) per annum above the prime rate, be a debt owing by the Owner to the City. This amount shall be recoverable by the City from the Owner within thirty (30) days of the Owner receiving a written demand and summary of costs from the

City, failing which such amount payable shall be a charge on the Land and the City is at liberty to register such charge on title to the Land. The rights of the City under this clause shall be in addition to and not substitution of any other rights of the City against the Owner whether by way of damages for breach of covenant or otherwise.

- 7.10. The failure of the City at any time to require performance by the Owner of any of the Owner's covenants shall in no way affect the City's right to enforce such covenant, nor shall the waiver by the City of the performance of any covenant be taken or be held to be a waiver of the performance of that covenant or any other covenant hereunder at any later time.
- 7.11. The Owner hereby releases the City, its agents and employees from any liability whatsoever that the City may have to the Owner arising out of or related to the City's performance of such obligations, save for any such liability as may be due to the City's negligence. The Owner hereby agrees to cooperate with the City and allows the City such necessary access to the Building and the Land as is requisite for the City to fulfil the requirements of this section.
- 7.12. Pursuant to and in accordance with Section 29 of the Act this Agreement shall be registered on title to the Land and the conditions and covenants herein shall run with the Land and shall bind the Owner and subsequent owners and successors in title to the Owner.

8. REZONING:

- 8.1. Within one (1) year of the execution of this Agreement, the Owner shall apply to the City to have the DC1 (Direct Development Control) provision relating to the Land amended to the satisfaction of the City in connection with the historic designation of the Land and the buildings thereon. Nothing in this Agreement fetters Council's discretion to approve or reject the Owner's zoning amendment application.
- 8.2. Notwithstanding any other provision of this Agreement the City may, in its sole and absolute discretion, hold back the Incentive grant until Sustainable Development has received a valid application to amend the DC1 (Direct Development Control) provision relating to the Lands.

9. INSTALLATION OF PLAQUES:

9.1. The Owner shall permit the placement of two (2) plaques in a visible location on or in proximity to the Building upon, or anytime after, the passing of the Designating Bylaw. One plaque shall be created and installed by the City at the City's sole expense to a design and specification solely within the City's discretion identifying the Building and the Land as a Municipal Historic Resource. A second plaque shall be created and installed by the Edmonton Historical Board as an interpretative plaque, to a design and specification solely within the Board's discretion. The location of the City's and the Board's plaques shall be mutually agreed to by the Owner and the City, both parties acting reasonably. For greater clarity, the City or the Board shall have no obligation to create and install such plaques, and the decision to do so shall be solely within each of the City's and the Board's discretion. The Owner shall not and shall not permit or cause the removal, disturbance or obscuring of such plaques.

10. CANADIAN REGISTER OF HISTORIC PLACES:

10.1. The Owner consents to having the property listed on the Canadian Register of Historic Places which will at minimum entail having the address, historic descriptions, statements of significance and photographs available for public viewing, in print or electronic format.

11. INSURANCE:

11.1. The Owner will maintain all risks broad form property insurance on the Building and Land.

11.2. The limits of such policy will insure the structure to full replacement value.

11.3. In the event of a loss every effort should be made to replace, repair or restore the Building to conserve the characteristics of the Building which give it its historical significance. Parts of the Building designated as being historic shall be restored, as closely as possible, to the details and characteristics of the original dwelling so designated as being historic.

11.4. Any exceptions to this insurance provision must be approved by the designated Heritage Planner for the City of Edmonton.

12. DISPUTE RESOLUTION:

12.1. If a dispute arises between the City and the Owner as to the proper interpretation or effect of any of the terms or conditions of this Agreement, such dispute shall be resolved in accordance with the following procedure:

- 12.1.1. The party requesting that the matter in dispute be resolved in accordance with the provisions of this Dispute Resolution Article (the “Disputing Party”) shall notify the other party (the “Defending Party”) in writing of the details of the nature and extent of the dispute (the “Arbitration Notice”);
- 12.1.2. Within seven (7) days of the receipt of the Arbitration Notice, the Defending Party shall by written notice advise the Disputing Party that it disputes all matters referred to in the Arbitration Notice except those for which the Defending Party admits responsibility and proposes to take remedial action;
- 12.1.3. The terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice with respect to which the Defending Party has not admitted or proposes to take remedial action;
- 12.1.4. The Defending Party and the Disputing Party shall within ten (10) days after the date of receipt by the Disputing Party of the Defending Party’s notice, appoint an arbitrator who shall be acceptable to both parties (the “Arbitrator”). In the event that the parties shall fail to appoint the Arbitrator, then either party may, on written notice to the other, apply to the President of the Alberta Arbitration and Mediation Society to name the Arbitrator;
- 12.1.5. Not later than twenty (20) days after the appointment of the Arbitrator, the Arbitrator shall make his written decision, and shall give it to the parties immediately;
- 12.1.6. Unless the Arbitrator orders otherwise, the City and the Owner shall equally bear the costs of the arbitration;
- 12.1.7. The decision of the Arbitrator is final and binding on the parties and there shall be no appeal of the decision to the courts; and
- 12.1.8. Except as modified by this Agreement, the provisions of the Arbitration Act R.S.A. 2000 c. A-43, as amended, shall apply.

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Edmonton AB T5J 3P4

and also to:

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Dr. Gus Rozycki
6770 - 129 Avenue NW
Edmonton AB T6A 3B1

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A P P R O V E D

As to Form:
Corporate Services, Law Branch

The City Of Edmonton
as represented by the General Manager,
Sustainable Development Department

Per: _____

Per: _____

As to Content:
Branch Manager
Urban Planning and Environment Branch

Per: _____

Witness

Per: _____
John Bosco Child and Family
Services Foundation

G.R. (Gus) Rozyki
John Bosco Child and
Family Services Foundation