

THE CITY OF EDMONTON
BYLAW 17704
BYLAW TO DESIGNATE MCKAY AVENUE SCHOOL AS A
MUNICIPAL HISTORIC RESOURCE
AMENDMENT No. 1

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 the building located at 10425 – 99 Avenue NW, known as McKay Avenue School, and the land on which the building is situated was designated by Edmonton City Council on April 28, 2015, as a Municipal Historic Resource; and

WHEREAS it is desirable to adjust the scope of rehabilitation work and the associated rehabilitation grant funding in the designation bylaw, being Bylaw 17129; and

WHEREAS the consolidation of Bylaw 17129 by incorporating all amendments to it as set out in this Bylaw 17704 is desirable;

NOW THEREFORE the Municipal Council of the City of Edmonton hereby enacts as follows:

1. Bylaw 17129, the Bylaw to Designate McKay Avenue School as a Municipal Historic Resource, is amended by this bylaw.
2. Schedule “C” is amended by deleting Section 4.1, and substituting:

4.1 Upon 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	Estimated Cost	Amount Allocated
1	Roof replacement: Full replacement of roof with additional insulation, improved flashing and membrane enhancements, and repairs to structural elements of dormers.	\$1,984,834	\$425,000
2	Masonry repairs: Repairs of brickwork along roof line due to damage from ice damming and brickwork in dormers due to structural failure.	\$716,010	\$100,000
TOTAL		\$2,700,844	\$525,000

3. Schedule “C” is amended by deleting Section 6.1, and substituting:
 - 6.1 The City shall not be liable to pay the Owner more than the sum of \$525,000 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.
4. Schedule “C” is amended by deleting Section 6.4.1, and substituting:
 - 6.4.1 A maximum payment of \$525,000; or
5. Schedule “D” attached hereto as Appendix 1, is added after Schedule “C”.
6. The consolidated Bylaw 17129 created by way of incorporation of the amendments hereto are hereby adopted by Council as the official version of Bylaw 17129.
7. This Bylaw shall come into effect on the date on which this Bylaw is passed by City Council.

READ a first time this	day of	, A.D. 2016;
READ a second time this	day of	, A.D. 2016;
READ a third time this	day of	, A.D. 2016;
SIGNED and PASSED THIS	day of	, A.D. 2016.

THE CITY OF EDMONTON

MAYOR

CITY CLERK

SCHEDULE "D"

THIS AMENDING AGREEMENT made this ____ day of _____, 20__.

BETWEEN:

THE CITY OF EDMONTON
(the “City”)

OF THE FIRST PART,

-and-

**BOARD OF TRUSTEES OF THE EDMONTON SCHOOL DISTRICT
NO. 7/EDMONTON SCHOOL DISTRICT NO. 7**
(collectively, the “Owner”)

OF THE SECOND PART,

WHEREAS the parties entered into an Agreement dated the 28th day of April, 2015, for the City to provide funding to the Owner for rehabilitation and maintenance of the Land;

AND WHEREAS the parties wish to amend the terms of the Agreement;

NOW THEREFORE in consideration of the terms of the Agreement, and provisions of this amending agreement, the parties agree as follows:

1. The Agreement is amended in Article 4.1 by deleting:
 - 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	Estimated Cost	Amount Allocated
1	Roof replacement: Full replacement of roof with additional insulation, improved flashing and membrane enhancements.	\$644,834	\$175,000
2	Masonry repairs: Repointing of brick exterior to address natural wear and tear; repairs of brickwork along roof line due to damage from ice damming.	\$441,828	\$100,000
3	Exterior east entrance stairs and substructure: Full reconstruction with improved foundation and drainage measures, and new steel screw piles.	\$86,766	\$20,000

4	Exterior fire exit metal stairs: Building Code upgrades to guards, railings and handrails.	\$53,341	\$5,000
TOTAL		\$1,226,769	\$300,000

And substituting:

- 4.1 Upon 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	Estimated Cost	Amount Allocated
1	Roof replacement: Full replacement of roof with additional insulation, improved flashing and membrane enhancements, and repairs to structural elements of dormers.	\$1,984,834	\$425,000
2	Masonry repairs: Repairs of brickwork along roof line due to damage from ice damming and brickwork in dormers due to structural failure.	\$716,010	\$100,000
TOTAL		\$2,700,844	\$525,000

2. The Agreement is amended in Article 6.1 by deleting:

- 6.1 The City shall not be liable to pay the Owner more than the sum of \$300,000 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.

And substituting:

- 7.1 The City shall not be liable to pay the Owner more than the sum of \$525,000 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.

3. The Agreement is amended in Article 6.1 by deleting:
 - 6.4.1 A maximum payment of \$300,000; or
 And substituting:
 - 6.4.1 A maximum payment of \$525,000; or
4. In all other respects the Agreement remains unchanged and shall continue in full force and effect throughout the term of the Agreement.
5. This Amending Agreement is binding on the parties and their successors and permitted assigns.
6. This Amending Agreement may be executed in any number of counterparts, and all such originals taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals by the hands of their proper officers in that behalf the day and year first above written.

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

Per: _____
 Kismet Fung

Per: _____
 R. Gary Klassen

As to Content:
 Chief Planner
 City Planning Branch

Per: _____
 Peter Ohm

The Owner
 Board of Trustees of the Edmonton
 School District No. 7/Edmonton
 School District No. 7

Witness _____

Per: _____
 Darrel Robertson

Superintendent of Schools

Witness _____

Per: _____

Dr. Lorne Parker
Acting Executive Director,
Infrastructure