

## SECTION 8: INTRODUCTION

### Purpose

The City of Prince Albert recognizes the importance of landscape development in the environmental, cultural, social and economic viability of our City. This Design Guidelines document contains the technical information necessary to meet the City's overall level of service standards for public open space.

These standards form part of the agreement for development within the City of Prince Albert with the primary purpose of:

- I. Providing guidelines and standards to ensure that resident expectations are met for neighborhood developments including: pocket, neighbourhood, community core, linear parks and school grounds, road right of ways, buffers, joint use parcels and public facilities/amenities.
- II. Identifying planning and design requirements for area structure and outline plans, subdivision and development permit applications; and
- III. Offering design reference material i.e. suggested list of appropriate plant material, minimum setback requirements and specific construction details.

### Level of Service Objectives

The design standards outlined in this section will ensure that:

- I. The provision of parks and open public spaces will meet present and future community needs.
- II. Open space is functional, safe, accessible and diverse.
- III. Maintain spatial integrity of the area.
- IV. Accessible to all residents of the community.
- V. Adequate open space to meet cultural and recreational needs of residents.
- VI. Enrich the lives of the residents
- VII. Turn key type of product that is 100% complete with zero (0) deficiencies.

All work performed within the City of Prince Albert shall be carried out in accordance with the City of Prince Albert Parks and Open Space Design Guidelines valid at the time of landscape drawing approvals.

All deviations from these specifications and approved construction drawings require written approval of the Director of Community Services.

### Crime Prevention Through Environmental Design (CPTED)

#### ***I. Natural Surveillance: (Increases visibility)***

Seeing and been seen are important aspects of crime prevention. Natural Surveillance guides the placement of physical features such as windows, lighting, and landscaping which effect how much can be seen. A potential criminal is unlikely to attempt a crime if he/she is at risk of being observed. At the same time, we are likely to feel safer when we can see and be seen.

#### ***II. Natural Access Control: (Restricts access)***

Most criminal intruders will try to find a way into an area where they will not be easily observed. Limiting access and increasing natural surveillance keeps them out altogether or

marks them as an intruder. By selectively placing entrances and exits, fencing, lighting and landscape to control the flow of or limit access, natural access control occurs.

**III. *Natural Territorial Reinforcement: (Promotes a sense of ownership)***

Physical Design can create a sphere of territorial influence that can be perceived by, and may deter, potential offenders. Defined property lines and clear distinction between private and public spaces are examples of the application of Territorial reinforcement. Territorial Reinforcement can be created using landscaping, pavement designs, decorative gateways, signs and fences.

**IV. *Maintenance: (Deters offenders)***

Maintenance is related to territorial reinforcement. A well maintained area sends the message that people care about what happens in the area. This in turn discourages vandalism and other crimes. Security practitioners refer to the 'Broken Window Theory' – the idea that one broken window will entice vandals to break another. A vandalized area then becomes more inviting to higher levels of crime. Property should be well -maintained as a matter of safety as well as pride.

**V. *Activity Support (Fosters community interaction)***

Encouraging activities in public spaces that are intended for use by residents and other legitimate users discourages criminal acts

### **Developer Cost Share**

Developer 100%

Tendering Project including surveyed as-built drawings

Grading the site (grading plan, sub grade and top soil), loaming 6" of top soil, turf establishment, which includes maintenance of the project for two full summer maintenance seasons (years) upon FCC, post and chain fencing on road frontage and on walkway entrances to the park, water and electrical services.

**Note:** To qualify for cost sharing the developer must approach the City in the Outline Plan stage before the Open Space Agreement or cost sharing is no longer an option to allow Parks to budget for the park development. Park function must be the first priority in the park location, design and function to qualify for Municipal Reserve (MR).

Dry ponds, overland drainage routes, trapped lows or other storm water conveyance devices that would be required to make the area suitable for development and are located within park spaces, are the developers' responsibility at 100% cost for construction and landscaping. Example: Bridges, erosion mats, weeping tiles systems, special landscape treatments such as native grass, or aquatic plantings.

Development of multi use facilities is permitted when park function is the first priority and amenities are provided as per park classification model and spatial integrity of useable park space is provided. Areas between the Normal Water Level (NWL) and High Water Level (HWL) should be naturalized and provide riparian benefits as well as root mass stability control.

Water line connections between parks areas should be installed through walkways and green belts but should limit conflict areas such as within carriage ways.

## 8.1 GENERAL STANDARDS & REQUIREMENTS

### 8.1.1 DESIGN STANDARD GUIDELINES

With the development of Prince Albert's Parks and Pathways Master Plans the following principles were identified as strategic objectives.

- Prince Albert balances the cultural, social, economic, built and natural environment dimensions of sustainability; together we are building a city that is a community – a legacy we are proud to pass on to future generations.
- The parks and pathways of Prince Albert are key to the quality of life and the health of citizens of all ages and abilities and therefore should be accessible to all residents.
- Provide varied levels of use/ability for recreation activity and enjoyment of the outdoors for all residents.
- Offer varied 'types' of open spaces for diverse users, for example: special events gathering, increase dog friendly areas, special use parks (spray parks, mountain bike parks) community gardens and natural areas.
- Integrate streets, pathways, linear parks and other open spaces to ensure a connected multi-use network.
- Protect, preserve and enhance Prince Albert's Rotary Trail and natural areas.
- Support a sustainable approach to design where infrastructure is integrated with ecological processes, while also functioning as open space amenities.

Prior to any landscape development, the following list of regulatory documents are to be referenced (latest editions):

- Official Community Plan
- Parks and Bikeway and Pathways
- Area Master Plans
- Land Use Bylaw
- Subdivision Service Agreement/Open Space Agreement

The following are general guidelines for community development of Parks and Open Space:

- a) Where Municipal Reserve (MR) lots accommodate drainage from adjacent parcels, engineering/design provisions must be coordinated to ensure public recreational use is not hindered i.e. erosion control mats, swales with positive drainage.
- b) In situations where utility access through Municipal Reserve is requested by the Developer and agreed upon by the City, the utility easement or right of way may be designated as non-credit Municipal Reserve if not in compliance with the approved Park Plan and inspected as per Municipal Reserve requirements.
- c) It is the developer's responsibility to ensure that the proposed and approved underground and shallow utility locations are acknowledged when parks drawings are submitted for approval.

- d) Municipal Reserve parcels around a Storm Water Management facility must meet minimum Linear Park width guidelines (15m) to qualify for Municipal Reserve and the pathways must be above the HWL to qualify for cost sharing
- e) The area between the NWL and HWL should be naturalized and create a riparian area around a wetpond.
- f) Landscape features or public art incorporated for purely aesthetic purposes are 100% the Developers responsibility.
- g) All area below the High Water Line (HWL) is the responsibility of the developer to build to Open Space Standards and landscape at 100% developer cost.
- h) Reduce the opportunity for specific crimes to occur through appropriate site design and principles of Crime Prevention Through Environmental Design (CPTED).
- i) Linear Parks are to adhere to a minimum of width of 15m and a maximum of 40m. In situations where 15 m cannot be feasibly achieved Storm Water Management Facilities (SWMF), a minimum of a 15 m average from HWL to back of lot is required for Municipal Reserve credit with 80% being no less than 15m and 20% being no less than 10m.
- j) Traffic islands less than 20 sq.m. must be hardscaped and traffic islands over 20 sq.m. shall be reviewed by Public Works and Community Services.

### 8.1.2 PARKS DRAWING REVIEW REQUIREMENTS

The management of landscape plan approvals is the responsibility of Community Services. It is recommended that at the Subdivision concept design stage the Developer acquires the professional service of a registered member of the Saskatchewan Landscape Architect Association to assist with the design application. All required parks drawings and requirements identified in Appendix 'B' – Development Plan Checklist.

All other plans or details pertaining to the proposed development site may be requested by Community Services, including but not limited to:

- Preliminary Concept Plan (See appendix 'B' Development Plan Checklist)
- Biophysical Inventory Assessment (detailed existing site conditions, recommendations)
- Tree Protection Plan (Project Specific)
  - Develop plan for care & maintenance prior to handover with City (special maintenance landscaping i.e. existing vegetation, etc.).
- Weed Management Plan (to accompany Stripping & Grading application)
- Utility Line Assignment – Reclamation Plan

#### 8.1.2.1 Drawing Submissions:

##### a) Development Plan:

All conceptual landscape designs are to be included within the Development Plan document submitted to the City of Prince Albert. To aid in the approval process, Parks recommends the following illustrations in accordance with Appendix 'B' – Development Plan – Neighbourhood Checklist.

**Please note:** *This is a general checklist in which not all items may apply to each specific Development Plan.*

- Overall conceptual layout for parks and open space with proposed amenities (playground locations, fields, skateboard elements, biking areas, gathering areas, dog parks, etc.) and Storm Water Management locations within Municipal Reserve – including area calculations.
- Overall pedestrian circulation plan with pathway classifications (regional, local connector, sidewalk) illustrating connection to adjacent neighbourhoods, regional recreational amenities and regional trail system (internal system & external alignment along collector and arterial roadways)
- Cross section illustrations of residential lots and open space interfaces and any unique design proposals.
- Preliminary Conceptual Landscape Plans (proposed amenities to be shown in plan and elevation cross-section rendered illustrations), rough grading (high spots, low spots or any overland drainage), circulation, etc.

**b) Subdivision Construction Stage:**

All landscape plans are to be submitted to Community Services.

- Grading/Layout Plan/Planting Plan (to be coordinated with Engineering Plans)
- Weed Management Plan (if applicable)
- Confirmation of Utility Line Assignment and Major Infrastructure Locations (including shallow utilities)

The following standards and procedures are to be identified in the weed management plan.

- Process of eradicating noxious or excessive weeds, as per best practices;
  - Weed seedlings are to be cut prior to 'flowering' stage; and
  - Shall be in accordance with the Weed Control Act
- Frequency of weed control.
- Standard or policy.

### **8.1.3 GENERAL GRADING, DRAINAGE AND EROSION CONTROL REQUIREMENTS**

- a) Perimeter grades to match approved finish grade of adjacent lots.
- b) No slope shall exceed 5:1 and must be a minimum of 2.0m in width to allow for proper maintenance, unless otherwise agreed to by Community Services.
- c) The preferred slope of 2% is a minimum requirement, in areas where this is not possible mitigation measures such as sub drains, weeping tile and shorter runs to catch basins will be implemented to ensure water drains properly.

- d) In situations where designated Open Spaces: Municipal Reserves (MR) or Environmental Reserves (ER), accommodate overland drainage from adjacent parcels, standard erosion control measures will be required in conjunction with Public Works requirements at time of plan review.
- e) Excessive overland drainage or point load from adjacent parcels (private land) into public Open Space is to be minimized by on-site collection and reuse, redirection of drainage to appropriate storm water facilities.
- f) Overland drainage into MR or ER areas that inhibits intended functionality and usage is not permitted
- g) Location of storm water infrastructure (wet ponds & dry ponds.) within linear and community core parks are acceptable, but must not inhibit the spatial integrity (minimum standards function, size, connectivity) of that classification of park space i.e. doughnuts of park space around a wet pond.
- h) Storm water facilities:
  - a. Topsoil below normal water level (NWL) to be clay based or approved alternative for establishment of wetland vegetation as per Public Works;
  - b. Topsoil between NWL and High water level (HWL) to be minimum 150mm depth;
  - c. All pathways/amenities around ponds and MR parcels to be above HWL;
  - d. All Ponds must follow Sections 3.4.3, 3.4.4 & 3.4.5 for Physical and water quality standards.

#### **8.1.4 SUB-GRADE, TOPSOIL AND FINISH GRADE REQUIREMENTS**

For park grading and top soil requirements see Master Specifications, Sections 2210 and 2212.

#### **8.1.5 PLANTING**

##### **8.1.5.1 SOD, SEED AND GROUNDCOVERS**

For park seeding requirements see Master Specifications, Section 2933.

##### **8.1.5.2 TREES, SHRUBS & HERBACEOUS MATERIALS**

- a) All plant materials shall be a hardy species capable of healthy growth in Prince Albert and shall conform to standards of the Canadian Nursery Trades Association for Nursery Stock. Refer to City of Prince Albert Master Specifications, Section 2950 for preferred tree species and planting guidelines.
- b) The use of commercial mycorrhizal fungal spores as a supplement to augment soil around new plantings will help with plant establishment and water uptake and should be used.
- c) Trees and shrubs to be primarily planted in groupings and mulched with a bark or tree chip mulch as per specification while individual specimen trees in turfing areas are acceptable as well.
- d) All plant material to be planted a minimum of 5m away from a pathway, sidewalk or property line within a park.

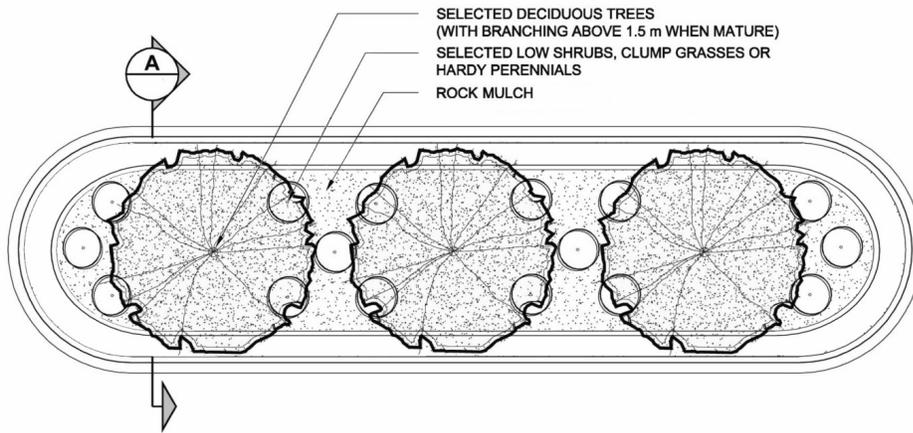
- e) There should be a minimum of 40 trees/ha on all dedicated MR.
- f) There shall be a replaced value of one (1) new tree planted for every one (1) tree removed on any public lands.
- g) For further details see Master Specifications, Section 2950.

**8.1.5.3 MULCH**

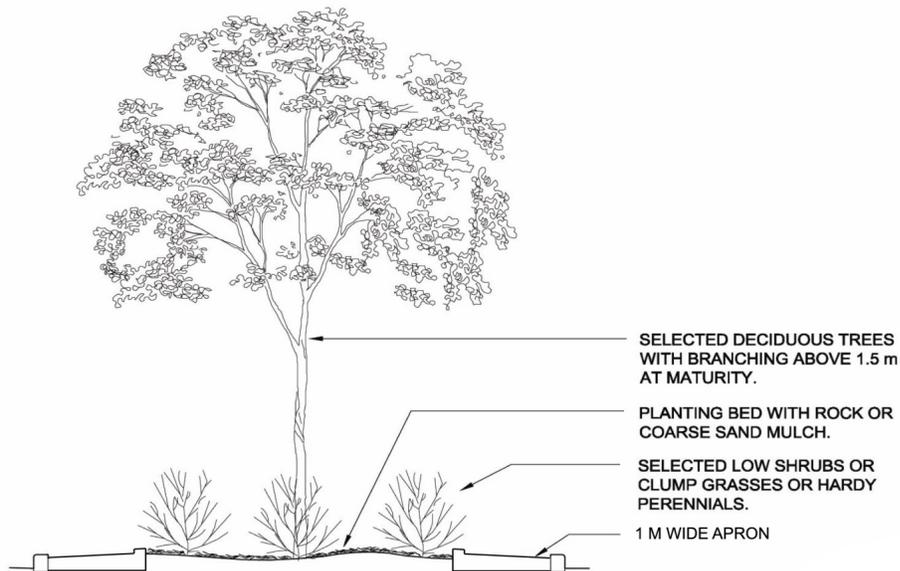
- a) Mulch should be provided in all shrub beds, and in the area immediately adjacent to, but not within 100mm of tree trunks, in order to suppress weed growth and to minimize moisture evaporation and should be 50mm depth.

**8.1.5.4 BOULEVARD, ROUNDABOUT & MEDIAN PLANTING**

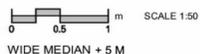
- a) **Wide Median Detail and Section:**



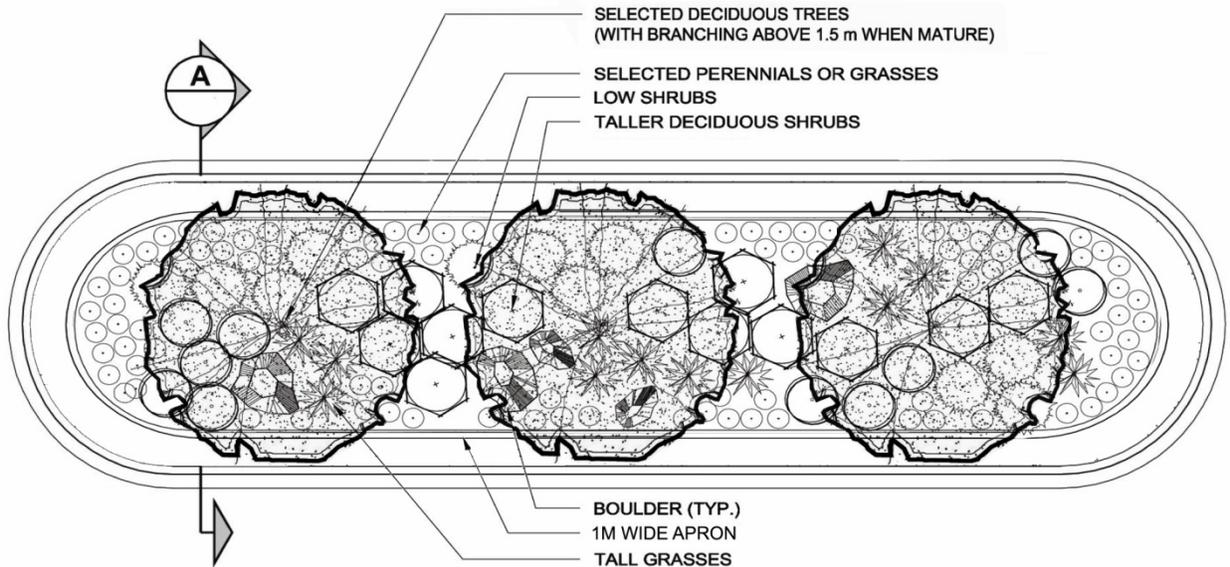
**MEDIAN TREATMENT**



**SECTION**



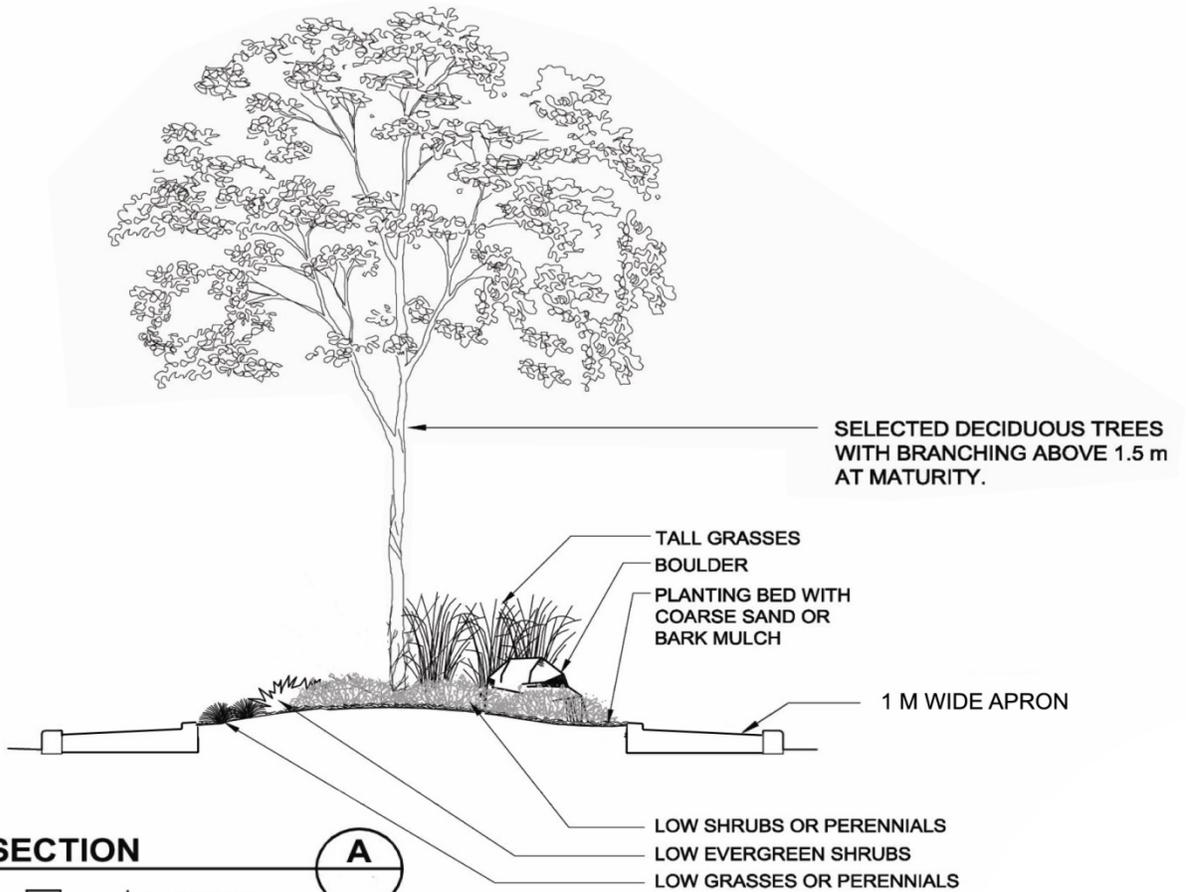
**b) Wide Median Xeriscape Detail and Section:**



**MEDIAN TREATMENT**



WIDE MEDIAN XERISCAPE +5M

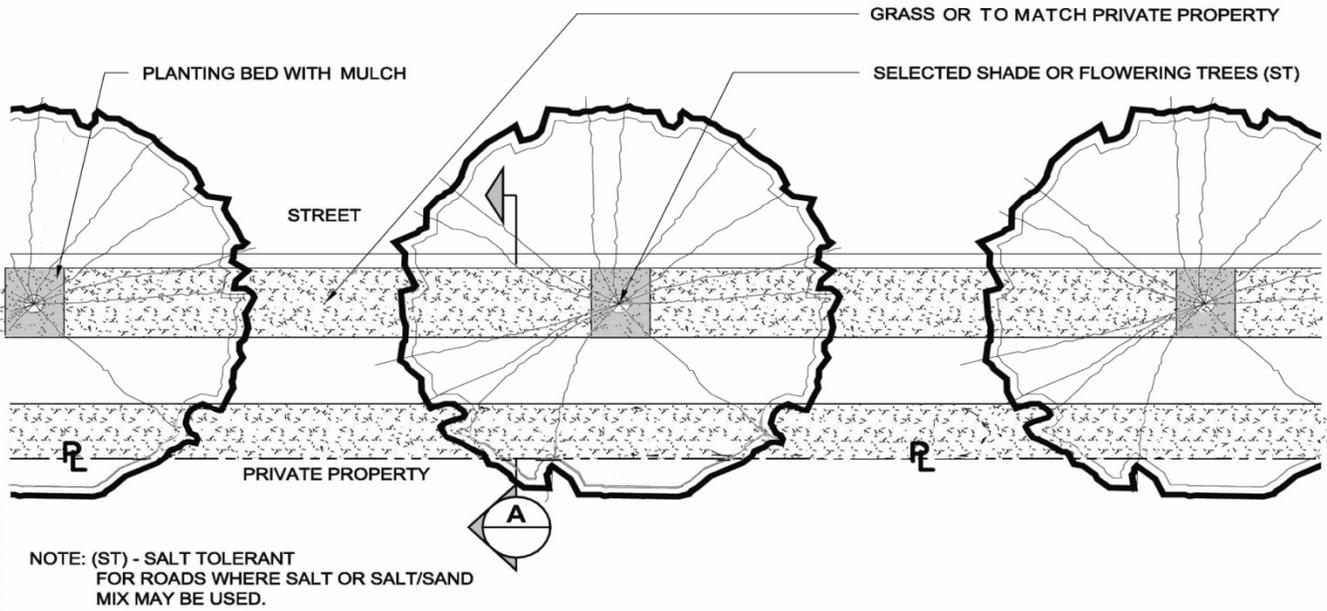


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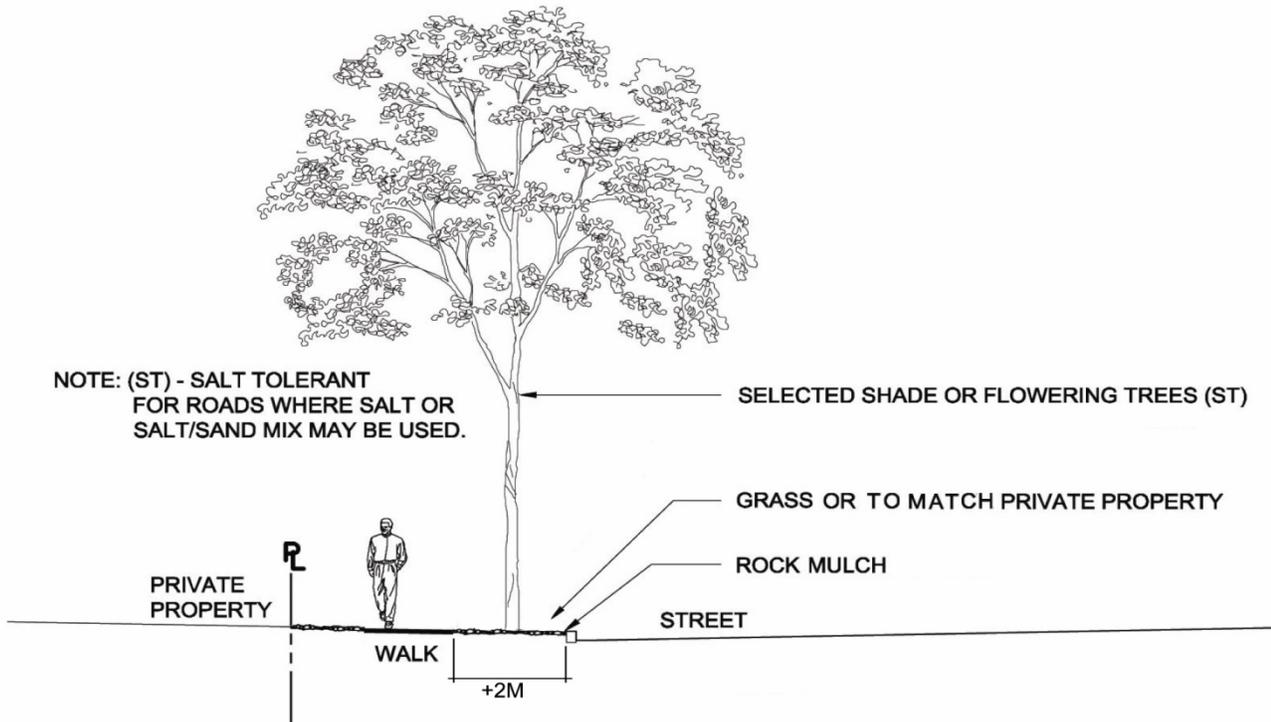


WIDE MEDIAN XERISCAPE + 5M

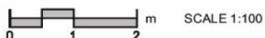
c) Boulevard Detail and Section:



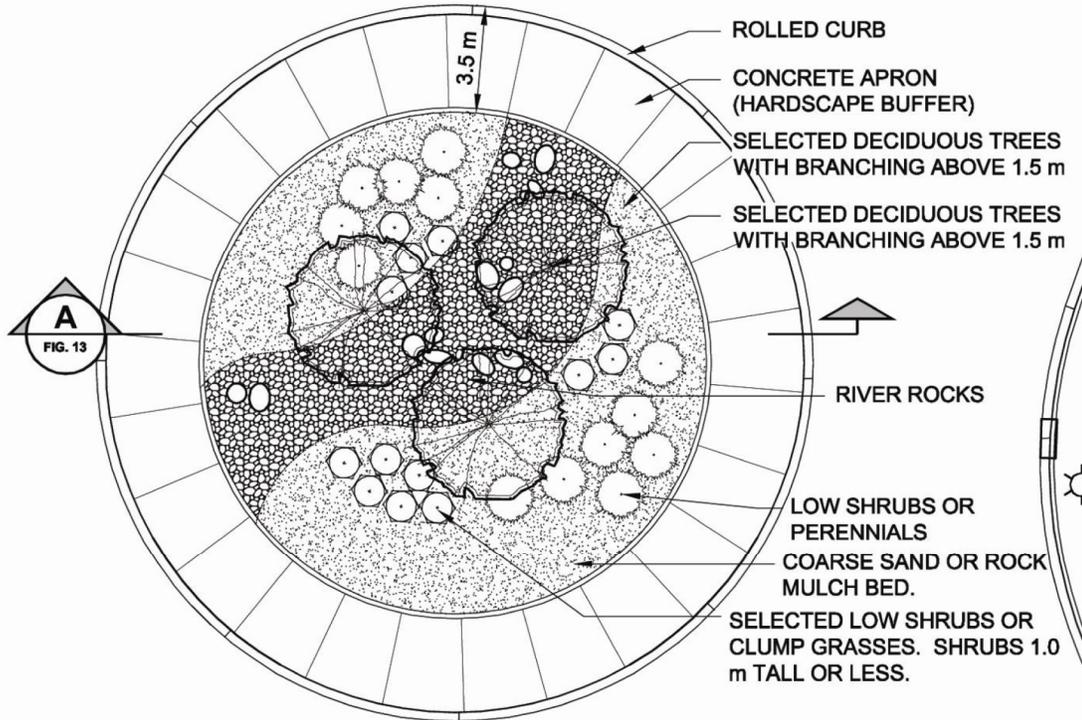
**BOULEVARD TREATMENT**



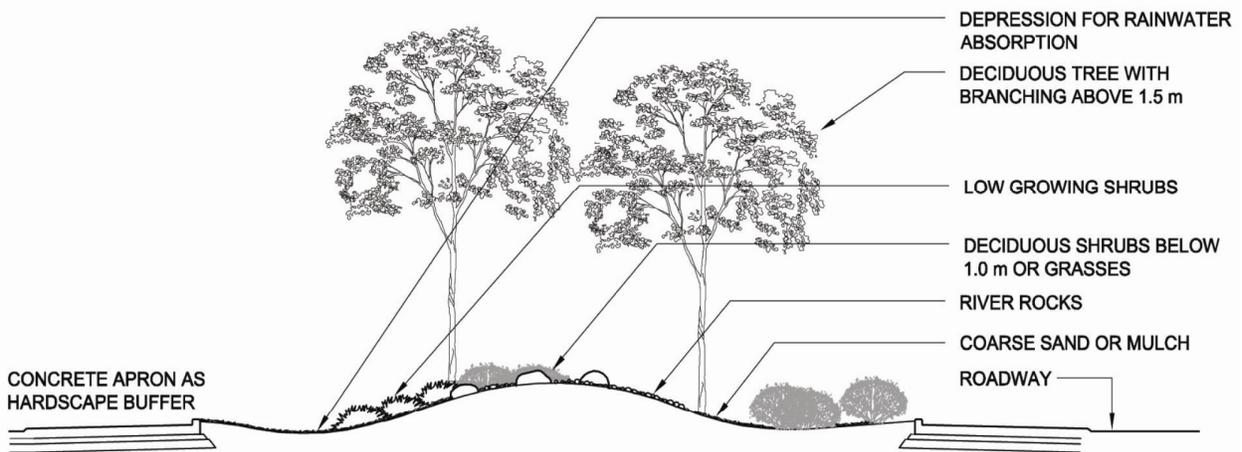
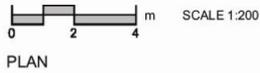
**SECTION**



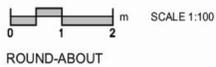
d) Roundabout Detail and Section:



**ROUND-ABOUT**

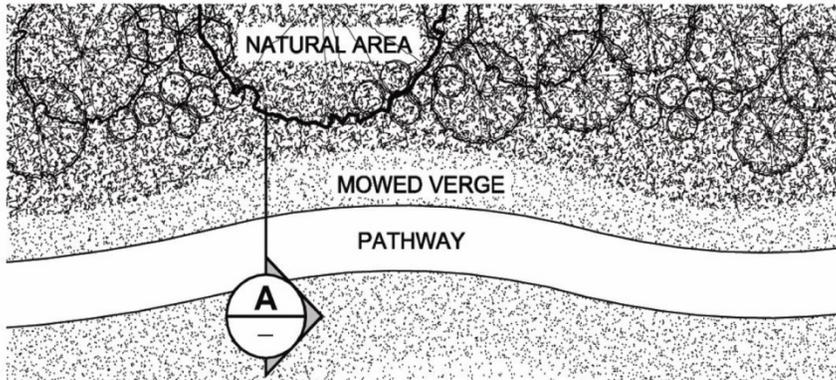


**SECTION**



**e) Arterial Road Landscaping Standard:**

- a. Dryland grass mixture as per City Standards is the approved ground cover
- b. Plant beds shall be mulched.
- c. A minimum 40 trees/ha planted in groupings rather than straight lines to ensure a naturalized appearance.
- d. Minimum 1 seating area with a bench and garbage receptacle every 500 meters along arterial pathway.
- e. Planting tree beds with mulch on slopes of greater than 4:1 is not recommended.



2.0 m MINIMUM FOR ASPHALT PATHS.

MOWED VERGE WIDTH TO SUIT HABITAT, CPTED PRINCIPLES AND AESTHETIC OBJECTIVES.

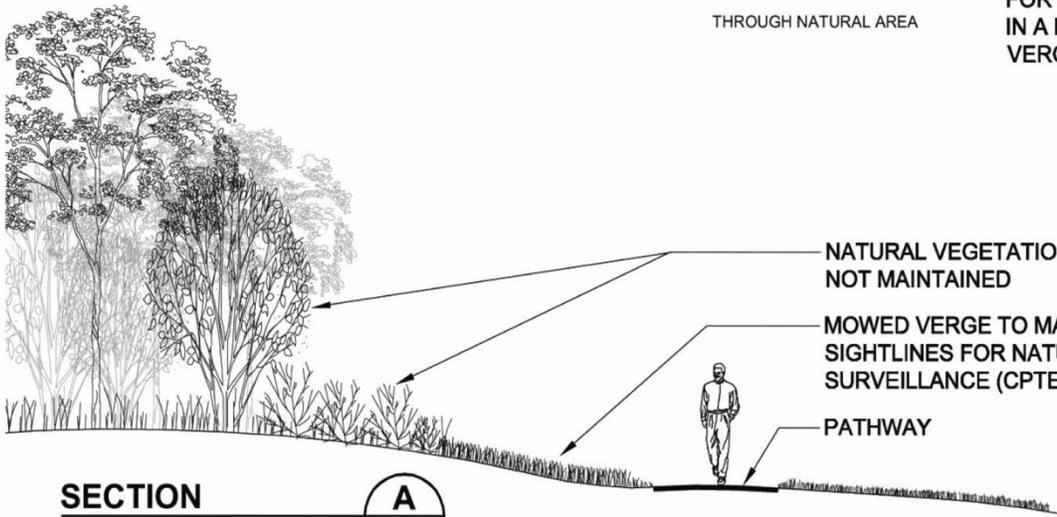
FOR MAIN REGIONAL PATHS (HIGH PRIORITY CPTED ZONES) MINIMUM VERGE WIDTH IS 6.0 m.

FOR GRAVEL OR MULCH PATH IN A NATURAL AREA NO MOWED VERGE MAY BE REQUIRED.

**PATHWAY**



THROUGH NATURAL AREA



NATURAL VEGETATION IS NOT MAINTAINED

MOWED VERGE TO MAINTAIN SIGHTLINES FOR NATURAL SURVEILLANCE (CPTED)

PATHWAY

**SECTION**



PATHWAY



### 8.1.5.5 URBAN FORESTRY

- a) Tree plantings throughout the subdivision to provide a diversity of tree species. Follow the City of Prince Albert Preferred Tree Species Guidelines.
- b) Tree plantings to be in accordance with Tree Planting Guidelines, City of Prince Albert Master Specifications, Section 2950.
- c) All tree/shrub plantings to follow Master Specifications, Section 2950.
- d) In accordance with the Service Agreement residential tree requirement on collector roadways, one tree per lot will enhance the communities overall Urban Forest. These trees are the sole responsibility of the developer to provide for each lot and the residential homeowner to maintain.
- e) All plantings as per Zoning Bylaw & Landscape Agreements.

### 8.1.6 PATHWAYS

- a) Regional pathway to be minimum 3m wide asphalt which provides year round city wide connectivity.
- b) Local connector pathways to be minimum 2.0m asphalt which provides year round community connectivity.
- c) Alternative pathways (granular surfaces --- limestone) to be implemented in ecologically sensitive areas (River Valley) and to be 1m width with a .5m safety clearance on each side.
- d) Pathways in MR lots shall not be used as drainage conveyance along the longitudinal line of a pathway.
- e) Slope grades:
 

Paved:	Grades should be maintained at 0-3%
	Acceptable Maximum Sustained gradient is 5%
	Acceptable cross slope is 2%
Natural:	Grades should be maintained at 0-10%
	Acceptable Maximum Sustained gradient is 15%

**Note:** Slopes greater than the 'Acceptable Maximum Sustained' may require stairs or switchbacks.

- f) All pathways adjacent storm pond facilities to be located above high water line (HWL).

### 8.1.7 IRRIGATION

- a) Landscapes should be designed to be water conscious.
- b) Water service:
  - i. Park service, required for irrigation system in MR, median and/or boulevards, is to be identified on irrigation plan and engineering Water Service plans.
  - ii. Size of water service line to be minimum 50mm diameter, dependent upon site irrigation requirements to ensure water window is a maximum of a 4 hour water window to operate the water schedule.
  - iii. Water service is as per city typical irrigation connection. See Standard Detail Drawing 00-01-09.

- c) Irrigation system requirements:
  - i. All irrigation system pursuant to this standard guideline shall conform to irrigation standards and current approved equipment list in the Master Specification, Section 2810.
  - ii. Irrigation controller box and service box locations are determined for sight lines for irrigation operations and proximity to water service and power.
    - Landscape and irrigation design are to be coordinated to achieve best water management practices. This may result in use of separate zones and or revised landscape plans --- low impact development irrigation practices are encouraged.

### 8.1.8 FENCING & BARRIERS

Fencing specifications are specific to fencing adjacent public lands, (i.e. residential fencing backing on to ER/MR):

- a) Bottom of fencing to be minimum 25-75 mm spacing from approved final grade of adjacent lots, including public lands. This spacing is to ensure proper surface water drainage.
- b) All fencing to be in accordance with City of Prince Albert Zoning Bylaws.

### 8.1.9 PLAYGROUNDS

- a) Playground surface material must be in compliance to meet or exceed CSA standards.
- b) All playgrounds are to be designed and constructed to meet or exceed CSA standards (including encroachment zones).
- c) Types of Play equipment based on Park Classification:
  - i. Local Pocket Parks: Play facilities focused for toddlers 1-3 and pre-school children 2-5.
  - ii. Neighbourhood Parks: Play facilities intended for pre-school age 2-5 year old children and school age children 5-12.
  - iii. Community Core Parks: Structured sports facilities for adults and youth and play facilities to accommodate all age groups and/or interpretive play (unique play equipment).

**PARK CLASSIFICATIONS**

**8.1.9.1 POCKET PARK**

*Design*

CLASSIFICATION	SIZE	SERVICE AREA	SITE FURNISHINGS
City Developed Park	0.5 to 0.8 ha	0.5 km radius	bike racks, benches, trash receptacles, park signage, picnic tables

**PURPOSE**

- To maximize the distribution of open space within easy walking distance (optimally 400m or 5min) for all neighbourhood residents.
- Intended to serve residents near the periphery of a neighborhood.

**FUNCTION**

- Passive recreation for all age groups
- Play facilities intended for toddlers and pre-school children age 2-10
- Specific programming for residents



FEATURES		NOTES
Location	Close to higher density	1 Maximum two per neighbourhood 2 30% street frontage 3 Close to higher density housing and/or senior citizen housing where appropriate 4 Should be at least 400m or 5min walk from a community core park 5 Linked by trails or sidewalks to residential areas, adjacent parks and other activity nodes 6 Located on collector streets, not arterial 7 Shall be easily accessible by walking and cycling for neighbourhood residents 8 Should be more than 400m or 5min walk from the nearest point of neighbourhood periphery
Parking	No	
Amenities	• Playground (2-10 year olds)	
	• Gathering areas	
	• Open Space	
	• Alternative (community garden, etc.)	
Trees	40 trees per ha min.	
Pathways	Local connectors	
SWMF	Must meet park function first	

### 8.1.9.2 NEIGHBOURHOOD PARK

*Design*

CLASSIFICATION	SIZE	SERVICE AREA	SITE FURNISHINGS
City Developed Park	0.8 to 5.5 ha	1 km radius	bike racks, benches, trash receptacles, park signage, picnic tables

**PURPOSE**

- To maximize the distribution of open space within easy walking distance (approximately 400m or 5min) for all neighbourhood residents.
- Intended to serve dwellings near the periphery of a neighbourhood.

**FUNCTION**

- Passive recreation for all age groups
- Play facilities intended for toddlers and pre-school children age 2-12
- Specific programming for residents



FEATURES		NOTES
Location	Centrally located	1 Maximum two per neighbourhood
Parking	No	2 30% street frontage
Amenities	• Playground (2-12 year olds)	3 Close to higher density housing and/or senior citizen housing where appropriate
	• Gathering areas	4 May be combined with elementary school
	• Open Space	5 Should be less than 400m or 5min walk from a Community Core Park
	• Alternative (skate/bike, dog park, splash pad, etc.)	6 Linked by trails or sidewalks to residential areas, adjacent parks and other activity nodes
Trees	40 trees per ha min.	7 Access should be uninterrupted by arterial roads or other physical barriers
Pathways	Local connectors	8 Located on collector streets, not arterial
SWMF	Must meet park function first	9 Located near safe and practical street crossings

8.1.9.3 COMMUNITY CORE PARK		Design	
CLASSIFICATION	SIZE	SERVICE AREA	SITE FURNISHINGS
City Developed Park or Natural Area (SWMF)	Min. 5.5 ha	1 km radius	bike racks, benches, trash receptacles, park signage, picnic tables
<b>PURPOSE</b>			
<ul style="list-style-type: none"> <li>To meet active and passive outdoor recreational needs of neighbourhood residents.</li> <li>To provide a central gathering place for community events and a destination for residents to meet and socialize.</li> </ul>			
<b>FUNCTION</b>			
<ul style="list-style-type: none"> <li>Structured sports facilities for adults and youth</li> <li>To accommodate structures for active recreational activities not found in the neighbourhood park (e.g. basketball courts, street hockey pads, etc.)</li> <li>To incorporate storm water management facilities</li> <li>To accommodate interpretive play features for children</li> <li>Specific programming for residents</li> </ul>			
<p>The diagram is a site plan for a Community Core Park. It shows a rectangular park area with a dashed boundary. Inside the park, there are several distinct zones: a green 'Sports Field' with a soccer field layout; a yellow 'Passive Recreation' area; a blue 'Storm Water Facility / Natural Area' with irregular shapes representing water features; and a small orange area labeled 'Playground'. A 'Playground' label with an arrow points to the orange area. An 'Aquatic Bench' label with an arrow points to a bench-like structure near the water. The park is surrounded by orange-shaded areas labeled 'RESIDENTIAL'. Arrows on the perimeter indicate access points or directions.</p>			

FEATURES		NOTES
Location	Centrally located	1 Maximum one per neighbourhood
Parking	Yes	2 30% street frontage
Amenities	• Playground (Interpretive play)	3 Easily accessible by walking and bicycling
	• Gathering areas	4 Located near safe and practical street crossings
	• Courts/fields/etc.	5 Linked by trails or sidewalks to residential areas, adjacent parks and other activity nodes
	• Alternative (skate/bike, dog park, splash pad, etc.)	6 A small parking lot for 7-10 vehicles is required where sports fields are on site and other parking is not available
Trees	40 trees per ha min.	
Pathways	Local and Regional	
SWMF	Must meet park function first	

### 8.1.9.4 LINEAR PARKS

*Design*

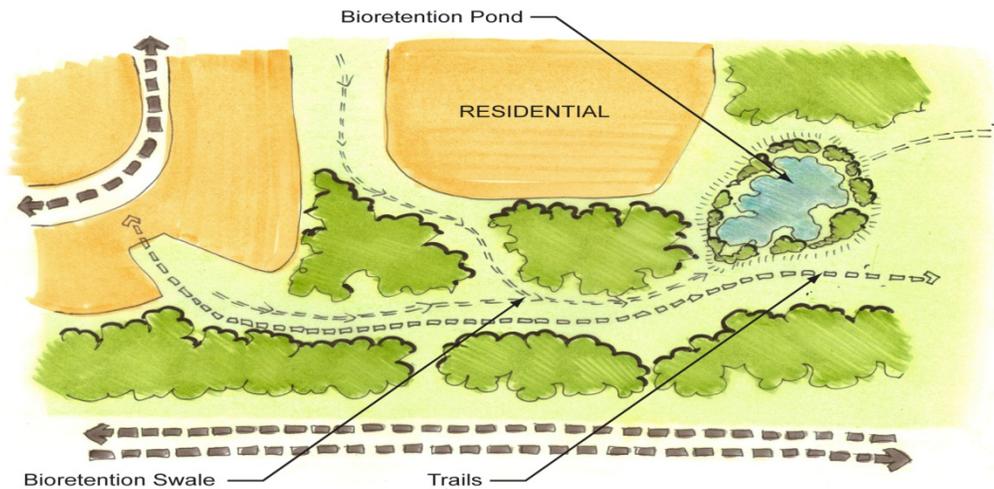
CLASSIFICATION	SIZE	SERVICE AREA	SITE FURNISHINGS
City Developed Park and/or Natural Park	15 to 40 m wide	varied	bike racks, benches, trash receptacles, park signage, picnic tables

**PURPOSE**

- To provide connections and linkages in the park system to achieve non-vehicular travel routes to neighbourhood focal points and destinations.
- To act as buffers providing visual screening, noise attenuation or the separation of conflicting land uses.
- Allow protection of natural and heritage features.

**FUNCTION**

- To provide pathways for non-vehicular travel
- To provide opportunities for viewing and experiencing natural features
- To provide opportunities for sitting and picnicking
- Screen large parking areas
- Specific programming for residents



FEATURES		ACCESS AND CONNECTIVITY
Location	Linked to destinations	1 Where key connections and linkages are identified 2 All access points have a minimum width of 15M 3 Access points to be located to discourage uncontrolled mid-block crossing of collector or arterial roads 4 Lighting is required where linear parks serve as a non-vehicular commuter route 5 Provide additional safeguard between developed areas and environmentally sensitive areas and wildlife habitats 6 Separate residential areas from busy roadways or commercial areas
Parking	No	
Amenities	• Playground (based on neighbourhood need)	
	• Gathering areas	
	• Open space	
	• Alternative (skate/bike, etc.)	
Trees	40 trees per ha min.	
Pathways	Local and Regional	
SWMF	Must meet park function first	

**8.1.9.5 SCHOOL GROUNDS**

*Design*

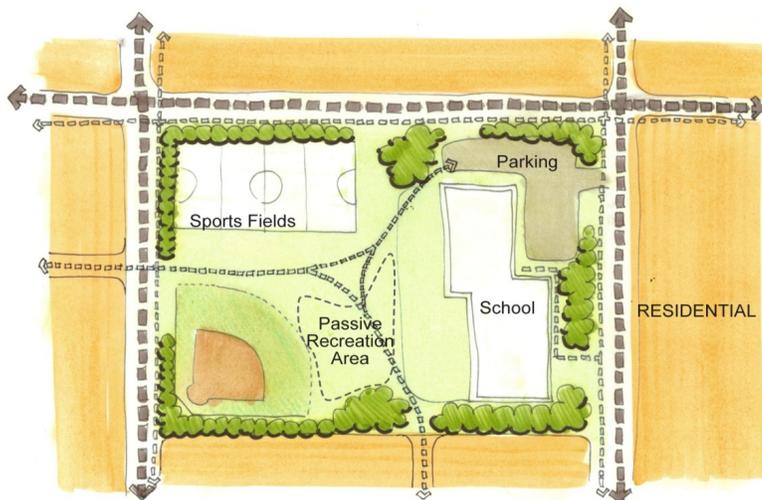
CLASSIFICATION	SIZE	SERVICE AREA	SITE FURNISHINGS
City Developed Park	Varies (based on need)	varied	bike racks, benches, trash receptacles, park signage, picnic tables

**PURPOSE**

- Meet active recreational needs for youth
- To provide expanded play area for neighbourhood schools

**FUNCTION**

- To accommodate inter-neighbourhood sports leagues for youth and adults
- To accommodate informal active recreational activities
- May be combined with neighbourhood parks
- Specific programming for residents



FEATURES		ACCESS AND CONNECTIVITY
Location	Centrally located	1 Located on arterial or collector streets with City transit service 2 50% street frontage 3 Linked by trails or sidewalks to residential areas, adjacent parks and other activity nodes 4 Parking to be provided, quantities according to school programming 5 Easily accessible by walking and bicycling 6 Access from collector street
Parking	Yes	
Amenities	• Playground (based on school classification)	
	• Sports fields (soccer, baseball, basketball, etc)	
	• Open space	
Trees	40 trees per ha min.	
Pathways	Local and Regional	
SWMF	No more than 30% of area	

### 8.1.10 SITE FURNITURE

- a) Waste Receptacle:
  - i. Must meet Community Services Standard Detail.
  - ii. All other public area styles to be approved by Parks Administration.
  - iii. Base: concrete or asphalt base with a 300mm apron beyond furniture edge and on one side with a 1200mm apron overhang for wheel chair accessibility.
    - i. NOTE: this configuration is for park benches that are located adjacent and connected to asphalt pathways.
  - iv. To be located a minimum of 2m away from benches and preferably down wind
- b) All site furniture to be in-ground mounted, unmovable and vandal-resistant, unless otherwise approved by Parks Administration.

### 8.1.11 AMENITIES - STRUCTURES

- a) Pedestrian bridge structures: design and construction approval process to be completed by Public Works & Community Services.
  - i. Abutments: slope treatment and/or extended hand rails are required to ensure public safety between abutment structure and pathway edges. Abutment structure to be located above high water line.
  - ii. Standard bridge requirements:
    - Width: 2.5m minimum
    - Load capacity: 2270 kg (5000 lbs) minimum
    - Materials: to be low maintenance railings and surface
    - Construction: countersunk lag bolts are preferred
    - Slope: to be maximum 6% slope (length)
  - iii. Other amenity structures will be approved on a site specific basis by the Parks Department.

### 8.1.12 SIGNAGE

- a) Signage requirements to be determined at detailed plan approval stage. Signage will be dependent upon overall park use.
- b) General signage requirements:
  - i. To be located at major entrances to open spaces (i.e. wayfinding, bylaw, use designation signage).
  - ii. Installation and maintenance of the signage is the responsibility of the developer until FAC approval
- c) Additional signage types: Please contact Community Services for site specific recommendations/requirements for the following signage:
  - i. Historical markers
  - ii. Interpretive signage
  - iii. Trail markers
- d) Location and detail of signage to be indicated on landscape construction drawings for approval.
- e) Developer signage to be removed prior to FAC.

### **8.1.13 SITE INSPECTIONS & SUPPORTING DOCUMENTS**

- a) In situations where road works and landscaping site improvements are immediately adjacent to each other, every effort should be made to coordinate site inspections and approvals.
- b) Final grade survey stakes and topsoil depth test results may be required at the time of topsoil inspection, as requested by Community Services. Must follow Master Specifications, Sections 2210 and 2212.
- c) The developer and/or developer's consultant (landscape architect or representative) must have a set of approved drawings, a set of specifications and any final test documentation (i.e. playgrounds) on site at time of inspection.

### **8.1.14 MAINTENANCE PERIODS**

1. The maintenance period for all MR parcels is 2 years and the following is a list of developer tasks for the maintenance period:
  - i. Snow removal on multi-use pathways: to occur per Parks Department maintenance standards.
  - ii. Garbage pick-up: minimum once weekly in summer and once monthly in winter.
  - iii. Third party damages remain the responsibility of the developer.

**APPENDIX “A”***Definitions & Abbreviations***LA** –Landscape Architect**AMP** – Area Master Plan**CCC** – Construction Completion Certificate**CPTED** – Crime Prevention Through Environmental Design**CSA** – Canadian Standards Association**ER** – Environmental Reserve**HWL** – High Water Line**OCP** – Official Community Plan**MR** – Municipal Reserve**FAC** – Final Acceptance Certificate**NWL** – Normal Water Level**SWMF** – Storm Water Management Facility

**Community Core Park:** Open space designed to meet the recreational needs of a larger community area that permits large group activities, community events and sports tournaments. Park size is a minimum 5.5 hectares (13.6 acres).

**Linear Park:** Open space that provides non-vehicular connections and linkage routes to neighbourhood focal points and destinations outside of the neighbourhood and acts as a buffer providing visual screening, noise attenuation or separation of conflicting land uses. (15m to 40m)

**Local Connector:** Pathway intended to connect commuter trails to adjacent communities, shopping, and employment and open space areas.

**Neighbourhood Park:** Open Space for local community use that serves as a common area for neighbours of all ages to gather, socialize and play. Park size ranges from 0.8 to 5.5 hectares (2.0 to 13.6 acres).

**Open Space:** Designated MR, and ER areas, or combination thereof, which is used for the intent of recreational use within the community.

**Pocket Park:** Green space that provides a small, safe and attractive multi-use park for those living in close proximity that cannot easily access neighbourhood or community core parks. Park size ranges from 0.5 to 0.8 hectares (1.2 to 2.0 acres).

**Regional Pathway:** Pathway designed to accommodate multiple destination-oriented users and potential high volumes of use.

**APPENDIX “B”***Development Plan Open Space Checklist***References for OP – Open Space Planning:**

- OCP, AMP documents
- Parks & Bikeways & Pathways Plans

**Outline Plan Requirements:**

- Connectivity/Walkability**
  - Regional & local connector pathway connectivity & overall community connectivity
  - Pedestrian friendly streetscapes (median, boulevard, roundabout planting)
- Accessibility**
  - Convenient, clear access points with high visibility
  - Provide connection to amenities
- Functionality**
  - Regional as well as community recreational needs are addressed (amenity, active/passive open space)
  - Use park classification (neighbourhood, pocket, linear, school and community parks)
- Diversity & Adaptability**
  - Amenity Features:
    - Gathering areas, special use areas (skateboarding, biking, dog parks), parking, sportsfields, community gardens, playgrounds, signage, public art, fencing, benches, bike racks, active/passive open space
  - Increase biodiversity (tree species diversification), as well as range of experiences
- Identity & Character**
  - Neighbourhood theme
  - Entrance features
- Sustainability**
  - Low impact development (water, air & waste quality: rain harvesting, detention cells, bioswales)
  - Sustainable planning and design practices to minimize maintenance costs and improve environment i.e. drought tolerant plantings, habitat formation and storm water irrigation.
- School Reserves**
  - School site requirements (in coordination with parks and school board).
  - Overall size & interface with adjacent areas
  - Regional & local recreation facilities
  - Connectivity with neighbourhood
- Linear Parks**
  - 15 m width minimum connecting to destination nodes
  - Must adhere to CPTED
  - Municipal reserve adjacent to SWMF should have larger open space area to support other forms of recreation not just walking.

**Storm Water Management Facilities**

- Meet minimum MR requirements
- Riparian landscape requirements (NWL to HWL to be naturalized)
- Maintenance access & requirements
- Irrigation opportunities

 **Additional Documents Required**

- Overall conceptual layout for parks and open space with proposed amenities (playground locations, fields, skateboard elements, biking areas, gathering areas, dog parks, etc.) and SWMF locations within MR – including area calculations.
- Overall pedestrian circulation plan with pathway classifications (regional, local connector, sidewalk) illustrating connection to adjacent neighbourhoods, regional recreational amenities and regional trail system (internal system & external alignment along collector and arterial roadways)
- Cross section illustrations for atypical situations (i.e. retaining walls) of residential lots and open space interfaces and any low impact design proposals.
- Preliminary Conceptual Landscape Plans (proposed amenities to be shown in plan and elevation cross-section rendered illustrations), rough grading (high spots, low spots or any overland drainage), circulation, etc.

**APPENDIX "C"**

*Open Space Agreement*

# City of Prince Albert

## OPEN SPACE DEVELOPMENT AGREEMENT

**Development Areas:**

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**(SHOWN ON PLAN 'A' ATTACHED)**

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015, A.D.

BETWEEN:

**THE CITY OF PRINCE ALBERT**  
**A MUNICIPAL CORPORATION**  
**(HERE IN AFTER REFERRED TO AS THE CITY)**

**OF THE FIRST PART**

**- AND -**

**DEVELOPMENTS LTD.**  
**(HEREINAFTER REFERRED TO AS "THE DEVELOPER")**

**OF THE SECOND PART**

**OPEN SPACE DEVELOPMENT AGREEMENT**

**FOR**

\_\_\_\_\_ PARK - LOT \_\_\_\_\_ M.R.\_\_\_\_ (0.00 HA.)

**LEGAL DESCRIPTION \_\_\_\_\_ WEST**

# City of Prince Albert

## OPEN SPACE DEVELOPMENT AGREEMENT

---

**SUBDIVISION:** DEVELOPMENTS

**DEVELOPER:** DEVELOPMENTS LTD.  
**CONTACT PERSON:**

**DESIGN WORK:** CONCEPTUAL DESIGN BY:

GRADING PLAN BY:

SUBDIVISION GRADING PLAN BY

CONFIRMATION OF GRADING BY:

LANDSCAPE DESIGN BY:

LANDSCAPE SUPERVISION BY:

IRRIGATION PLAN BY:

IRRIGATION INSPECTION/ SUPERVISION BY:

EROSION CONTROL PLAN BY:

The City of Prince Albert proposes to enter into a Joint Open Space Development Agreement on the basis of the following conditions:

1. The City of Prince Albert agrees to fund costs for Open Space Development to a maximum of \$XX,XXX.XX per hectare. Payment to be made by the City of Prince Albert as per this Agreement.
2. The Developer agrees to construct a temporary security fence, if necessary, to prevent unauthorized access.

**Instruction to Developers:**

1. The City shall provide the Developer with City standards for development of the open space.
2. Concept, Grading and Irrigation Plans to be approved by the City of Prince Albert.
3. IRRIGATION SYSTEM
  - Irrigation design, review, inspection and record drawings are required by City of Prince Albert approved engineering firms. If other than the approved engineering firms design, it shall be required that the design be reviewed, field supervised and as-built drawings provided by City of Prince Albert approved engineering firms at the developers expense.
  - The City of Prince Albert requires:
    - Consulting firm's scope of work, fee schedules and progress payments.
    - Copies of tender documents, bid sheets and tender summary.
    - Design drawings with tables indicating the sprinkler zone, head output (gallons/minute), head arc radius, zone pressure and valve size as per City of Prince Albert standard.
4. EROSION CONTROL PLAN
  - The City requires that the developer as part of subdivision development, include Dust and Erosion Control in their responsibility. The City requires that the Developer submit a Dust and Erosion Control Plan for the "park development" in conjunction with the overall Subdivision Dust and Erosion Planning. The program is to be submitted for the City's review and approval before park construction activity is undertaken. As future park phases are developed, the developer shall be responsible for reviewing and re-submitting a revised erosion and sediment control plan for approval.

**SECTION 8: PARKS AND OPEN SPACES**  
**PART I**  
**DEVELOPMENT, ACCESS, TESTS, PRICES, TIME**

---

**1.1 AUTHORIZATION TO DEVELOP**

The Developer is hereby authorized, subject to the terms and conditions of this Agreement, to develop the open space as outlined in yellow on the Plan attached hereto as Plan "A".

**1.2 WRITTEN PERMISSION REQUIRED BEFORE COMMENCING WORK**

The Developer shall submit detailed drawings and specifications for all utilities and other municipal improvements it is proposing to install and construct within the Development Area, and no construction or development shall commence without the approval of the City of Prince Albert.

**PLANS LIST**

1. Master Plan
2. Grading Plan
3. Planting Plan showing location, species, size and quantities
4. Details of landscape feature(s)
5. Seed mixture and rate of seeding and fertilizing – City Specifications
6. Sprinkler System Plan (Construction Drawing Format as per Item 2.4)
7. As-Built Drawings
8. Erosion Control Plan

**All Drawings shall Display:**

- a. Plan Number
- b. Scale
- c. North Arrow
- d. Sheet Title

**1.3 MATERIALS, WORKMANSHIP AND STANDARDS**

Under this Agreement, the Developer agrees that all materials installed and workmanship performed, including specific conditions required by the City of Prince Albert Community Services Department, shall conform to the City's current standards, procedures and approved products. Requests for deviation from City of Prince Albert standards will be received in writing explaining the rationale and including drawings and details on alternative.

**1.4 ACCESS**

The Developer shall grant to the City, or its duly authorized representatives, free and uninterrupted access to any and all parts of the Development Area for the purpose of making inspections and taking samples of materials being used. If any materials, design or installation work does not conform to the City standards or approved plans and specifications, the City's Representative may stop any further work and order the immediate removal of unsatisfactory materials from the area.

**1.5 TESTS**

The Developer shall, at no expense to the City, and as and when required by the City:

1. Supply test results, from an accredited testing company, of alkalinity and soil resistivity for determining abnormal soil conditions requiring special consideration for municipal reserve development, utility installation, storm sewers and water mains;
2. Supply samples of any materials proposed to be used or installed in any improvement under this Agreement, which samples shall be suitable for testing and visual inspection by an inspection and testing company under contract with the City.

**1.6 PUBLIC PARTICIPATION**

In order to establish community-specific designs, it is necessary to involve the public in the planning process. Open Space is for the use of the public and, as such, the public must be involved in the continual planning and design process.

Public Participation acts to:

1. Provide decision-makers with some idea of public opinion;
2. Provide additional information for planners and designers;
3. Provide a source of new ideas;
4. Result in a more knowledgeable community which will be more supportive during implementation, and
5. A sense of community pride and ownership in the developed of open space.

Each of the following public participation methods has a specific purpose that may be used at any particular time: votes, referendums, hearings, public meetings (large and small), advisory groups, surveys, workshops, and meetings with groups and organizations.

**2.1 CITY REQUIREMENTS**

Plans and profiles submitted by the developer shall conform to the City's requirements as to size, scale, and symbols.

Weekly site meetings scheduled by the Developer with the City of Prince Albert, Developer and the contractor.

**2.2 FINAL APPROVAL BY CITY REPRESENTATIVE**

Two copies of the plans shall be supplied to the City's Representative for final approval and signing before any construction work will be authorized.

**2.3 CHANGE IN PLANS**

If, during the progress of the work, departures from the approved plans seem to be desirable, the Developer shall first submit a shop drawing (detailed plan showing the proposed changes) and receive the written approval of the City's Representative. Approval shall be given as soon as reasonably possible so as to not unduly delay the progress of the work. The approved change will be reflected in the final drawing (as-builts) submitted for record.

**2.4 AS-BUILT DRAWINGS AND RECORDS**

The Developer shall supply the City Representative with as-built drawings in hard copy and digital formats prior to the Substantial Completion Inspection. As-built plans will be reviewed and approved prior to issuance of the City of Prince Albert Substantial Completion Certificate. Plans are to be on Digital File Format, (Intergraph DGN or AutoCad DXF) delivered by e-mail. The plan shall conform to City of Prince Albert format requirements. (Location of all utilities and improvements as through survey and GPS technology)

**2.5 COST OF PLANS**

The cost of preparing and supplying all plans and specifications referred to herein shall be considered part of the project and are solely the cost of the Developer.

**PART III**

**STORM SEWERS, WATER MAINS & ELECTRICAL**

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**3.1 STORM SEWERS AT THE DEVELOPERS EXPENSE**

The Developer shall install and construct all storm sewers, complete with manholes, catch basins and catch basin leads and other accessories required to provide storm water removal for the Open Space.

**3.2 WATER MAINS AT THE DEVELOPER'S EXPENSE**

The Developer shall construct and install all water mains complete with valves, hydrants, hydrant control valves, fittings and appurtenances required as per City of Prince Albert standards to serve the Open Space including the irrigation system water service.

**3.3 ELECTRICAL SERVICE AT THE DEVELOPER'S EXPENSE**

Electrical service to irrigation water service includes both the pump station and control system.

**PART IV**

**MUNICIPAL, ENVIRONMENTAL RESERVES AND WALKWAYS**

**4.1 MUNICIPAL RESERVES, SCHOOL SITES**

If an area (or areas) is to be used for storage or other purposes by the Developer, or any Contractors employed by the Development Area, the Developer shall obtain permission from the City prior to use of the site. If use of the site is granted, the Developer shall, at no expense to the City, grade and loam the damaged area or areas of the Municipal Reserve or Reserves and return them to their original condition at the date specified by the City. No Municipal Reserve shall be used as a dumping site for waste material.

**PART V**

**INDEMNITY CLAUSES**

**5.1 DEVELOPER TO INDEMNIFY CITY UNTIL ISSUANCE OF FINAL ACCEPTANCE CERTIFICATE**

The Developer agrees that the defined Development Area or Areas where the Developer is installing utilities and constructing improvements is a private Development Area and the Developer shall indemnify and save harmless the City from any and all claims, costs which may be brought against or incurred by the City by any person or persons for any injury, loss or damage occurring to any person or property which may result from any works or construction of the Developer from the date of commencement of construction to the date of approval of the Final Acceptance Certificate (whether or not the installations are along the boundaries or outside the actual Development Area).

**5.2 WORK BY CITY**

The City acknowledges that the indemnification contained in Clause 5.1 above shall not apply to any work undertaken by the City, its Agents or its Contractor within the Development Areas.

**PART VI**  
**CONSTRUCTION COMPLETION CERTIFICATE**

**6.1 CONSTRUCTION COMPLETION CERTIFICATE**

The Developer shall submit to the City of Prince Albert Representative, two (2) copies of the Construction Completion Certificate attached as Schedule "A" with as-built plans attached, duly signed by the Developer's Representative. The City's Representative shall cause an inspection to be made within thirty (30) days from date of receipt of the Certificate. The Developer will be notified of the results of the inspection as soon as possible thereafter.

If the inspection shows to the satisfaction of the City's Representative and the improvements are completed, in accordance with the approved plans and application specifications, the City's Representative shall sign the Construction Completion Certificate. If, however, defects or deficiencies in the utility or improvements are apparent, the Certificate will be returned to the Developer unsigned with a report of the defects and deficiencies. Upon correction of the defects and deficiencies, the Developer shall submit two (2) new copies of the Construction Completion Certificate.

If the Developer is not advised of any deficiencies within thirty (30) days of receipt of the Certificate by the City's Representative, the utility of improvements shall be deemed by the Developer to be completed.

**6.2 CONDITIONS OF COMPLETION**

The Developer understands and the parties hereto both agree that the improvements shall be considered "complete" when the Open Space has been developed to the level shown on the approved plans.

**SECTION 8: PARKS AND OPEN SPACES**  
**PART VII**  
**WARRANTY AND FINAL ACCEPTANCE**

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**7.1 DEVELOPER RESPONSIBLE FOR WARRANTY**

After the issuance of the Construction Completion Certificate, the Developer shall be responsible for any and all repairs and replacements to any utilities and/or improvements that may become necessary from any cause whatever, up to the end of the warranty periods specified in the said Construction Completion Certificate.

**7.2 DEVELOPER TO REPAIR OR REPLACE**

If, during the construction and warranty period, any defects become apparent in any of the utilities and/or improvements installed or constructed under this Agreement the Developer shall, within a reasonable time specified, cause such repairs or replacements to be made. The City's representative requires records of the repair or replacements to be done. If the Developer defaults or any emergency exists, the City may do the repairs or replacement and recover the cost from the Developer.

**7.3 CONDITIONS OF FINAL ACCEPTANCE BY CITY**

The Developer also agrees that, until all his obligations have been met under the development agreement (e.g. Clause 2.4 Supply Electronic As-Built Plans). The warranty will remain in effect. Failure to complete all obligations will result in the withholding of final acceptance by the City.

**7.4 FINAL ACCEPTANCE CERTIFICATE**

One (1) month prior to the expiration date of the warranty period of the improvements referred to in Clause 7.1 of this Agreement, the Developer and City of Prince Albert designate shall inspect each improvement and the Developer shall correct all defects and deficiencies, due to damage and other causes. Subsequent to the correction of the said defects and deficiencies, the Developer shall submit to the City's Representative two (2) copies of the Final Acceptance Certificate, attached as Schedule "B" duly signed and sealed by a Representative of Developer.

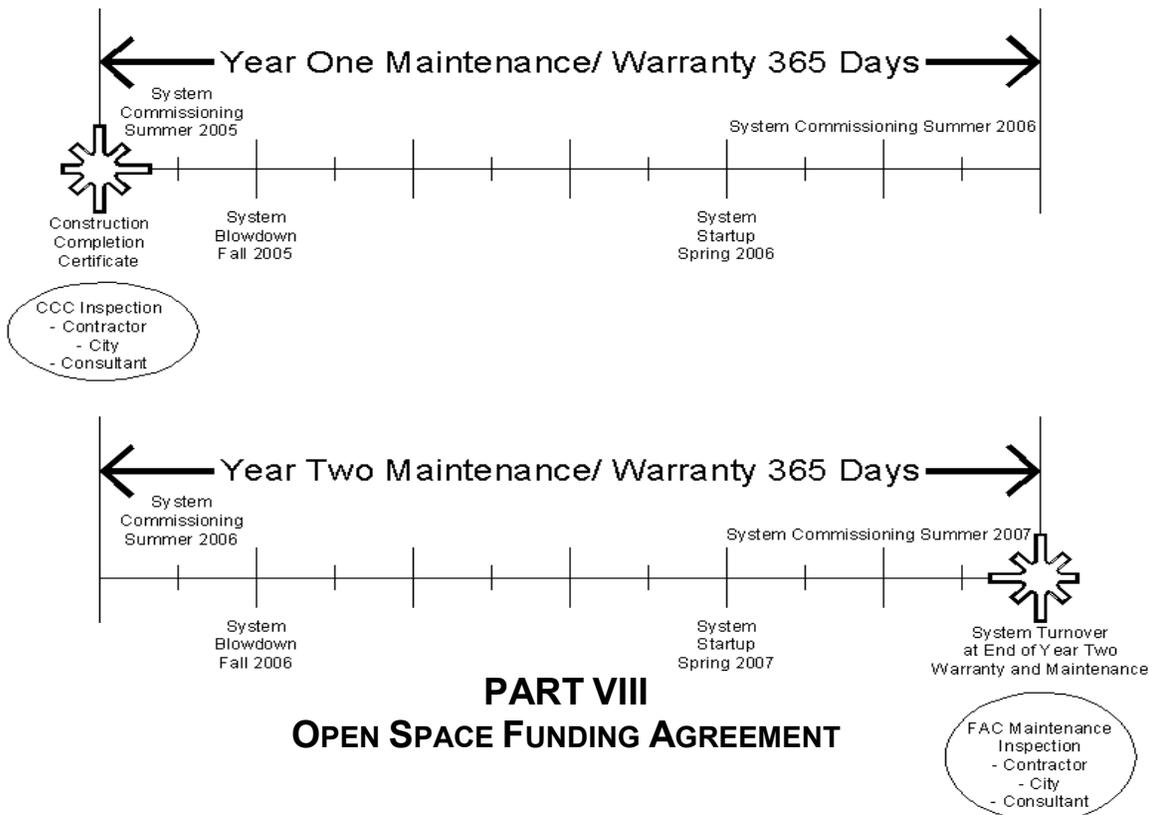
Within thirty (30) days of receipt of the Final Acceptance Certificate, weather permitting, the City's representative shall make an inspection of the improvement and approve the Final Acceptance Certificate, if the work is completed to his satisfaction. If defects and deficiencies are noted during the inspection, the Final Acceptance Certificate will be returned as soon as possible to the Developer, unsigned, with a report of the defect and deficiencies listed. Upon correction of the defects and deficiencies, the Developer shall submit two (2) new copies of the Final Acceptance Certificate.

7.5 MAINTENANCE PERIOD

The maintenance period will consist of one (1) complete year as per Schedule C. The year is determined by 14 complete mowing cycles. Each cycle will be one week in duration. The period will also include one fall shut down of the park and one consecutive spring startup. The maintenance period may extend beyond the warranty period. When the maintenance period extends beyond the warranty period the final completion inspections and certificate will be issued upon the requirements of Section 7.4. A warranty inspection would then occur thirty (30) days prior to the completion of the warranty period. During the maintenance period the developer shall correct all defects and deficiencies, due to damage and other causes.

***The developer will be responsible for all costs associated with the operation of the park during the maintenance period until acceptance of the park by the City of Prince Albert. (Example: water, electrical and vandalism)***

Landscape and maintenance for one complete year (365 days), from Construction Completion and an additional 2<sup>nd</sup> year (365 days) to Final Acceptance. The maintenance will include all labour, equipment and materials required to maintain landscape development within the contract area and including, but not limited to, cleanup, pruning, weeding, fertilizing, weed and pest control including rodent and ungulates, watering of all plant materials and turf, grass cutting, routine maintenance and washing, weekly litter pickup, removal and disposal, winterizing all plant materials, equipment and the irrigation system, all in accordance with the project specifications and until a satisfactory Final Acceptance Certificate inspection has been conducted by the City of Prince Albert. Please see timeline below:



**8.1 THE DEVELOPER UNDERTAKES AND AGREES**

- a) To furnish all labour, material, and services together with all work incidental thereto necessary and required to perform all work described in the Contract documents, and shall forthwith, according to the instructions of the City, or such other persons as may be designated by the City, commence work and diligently perform the respective portions thereof, and deliver the said work to the City within the time specified therein.
- b) To do and fulfill everything indicated in the Agreement and the Contract documents.
- c) To complete the work on or before \_\_\_\_\_ 20\_\_\_\_.

**8.2 THE CITY UNDERTAKES AND AGREES**

- a) To pay the Developer in Canadian funds for the performance of the Agreement.

<b>LOCATION</b>	<i>(000 0000, Block 00, Lot 00 MR,)</i>
<b>HECTARES</b>	<i>0.0000 Hectares</i>
<b>PAYMENT</b>	<b>\$XX,XXX.XX</b>

Upon issuance of the Construction Completion Certificate the City of Prince Albert agrees to pay the Developer 80% of the City's share of the total costs of the project. The final cost for the project to be supported by submission of a Certified Statement of expense to the City's Representative. The holdback amount will be 20% of the agreed price and will be released to the Developer after issuance of a Final Acceptance Certificate (FAC). FAC shall include copies of Statutory Declaration and Workman's Compensation Board (WCB) clearance

- b) The City may withhold on account of subsequently discovered evidence, the whole or part of the payment indicated in any Certificate to such an extent as may be necessary to protect the City from loss on account of:
  - i) Claims filed or reasonable evidence in the opinion of the City indicating probable filing of claims;
  - ii) Evidence of failure of the Developer to make payments properly to contractors for material, or for labour.

When the above conditions or situations are remedied to the satisfaction of the City, payment shall be made for the amounts withheld.

**PART IX**  
**GENERAL MATTERS**

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**9.1 DEFAULT BY DEVELOPER**

Should the Developer fail to comply with a notice of default within ninety (90) days of posting the said notice to the Developer, the City shall have the right to terminate this Agreement. After termination of this Agreement, the City shall, at its sole option, have the right to complete the development. The City shall, however, be under no obligation to complete the above work.

**9.2 ARBITRATION**

In the case of any dispute between the parties hereto, with respect to any matter arising out of this Agreement, either party hereto shall give to the other notice of such dispute. Thereupon each party shall appoint an arbitrator, and they shall jointly select a third, and the decision of any two shall be final and binding upon the parties. Procedure shall conform to the Arbitration Act for the Province of Saskatchewan. In case of failure of the two arbitrators appointed by the parties hereto to agree upon a third arbitrator, such arbitrator shall be appointed by a Judge of Court of Queen's Bench of Saskatchewan. The cost of arbitration shall be apportioned against the parties hereto, or against any one of them as the arbitration shall decide.

**9.3 AGREEMENT IS NOT A PERMIT**

This Agreement does not constitute a Development Permit or any other permit of the City. The Developer is responsible for obtaining all necessary permits.

**9.4 BINDING ON SUCCESSORS AND ASSIGNS**

The Developer shall not have the right to assign its interests in this Agreement without the consent, in writing, of the City which consent shall not be unreasonably withheld. This Agreement shall be binding upon all parties hereto and permitted assigns.

**9.5 AGREEMENT TO BE EFFECTIVE ONLY ON SIGNING BY BOTH PARTIES**

This Agreement shall not be in force or bind any of the parties hereto until executed by all the parties named herein.

**9.6 TIME**

Time shall be of the essence of this Agreement.

*CITY OF PRINCE ALBERT*

**SECTION 8: PARKS AND OPEN SPACES**

**IN WITNESS WHEREOF** the Developer and the City have caused to be hereto affixed their respective corporate seals, attested to by their respective proper officials in that behalf, the day and year first above written.

**CITY OF PRINCE ALBERT**

---

**MAYOR**

---

**CITY CLERK**

**DEVELOPMENTS LTD.**

**PER:**

**PER:**



### CONSTRUCTION COMPLETION CERTIFICATION SCHEDULE A

DEVELOPMENT AREA:

DEVELOPER:

OPEN SPACE DEVELOPMENT AGREEMENT DATE:

PRIME CONTRACTOR:

OPEN SPACE DESCRIPTION:

DATE OF APPLICATION FOR CONSTRUCTION COMPLETION CERTIFICATE:

Pursuant to Clause 6.1 of the City of Prince Albert Open Space Development Agreement, I, \_\_\_\_\_ of the Firm, \_\_\_\_\_, Consultant, hereby certify that the Municipal Improvement work noted herein is complete as defined by the servicing agreement mentioned above, and constructed as far as can be practically ascertained according to the City of Prince Albert servicing standards. I hereby recommend this Municipal Improvement for Approval for a Construction Completion Certificate.

\_\_\_\_\_  
PROJECT ENGINEER (CONSULTING ENGINEERING FIRM)      DATE: \_\_\_\_\_

SEAL      \_\_\_\_\_  
REPRESENTATIVE (CONSULTING ENGINEERING FIRM)      DATE: \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED CITY INSPECTOR

APPROVED ON: \_\_\_\_\_ 20\_\_\_\_  
REJECTED ON: \_\_\_\_\_ 20\_\_\_\_

*Cause (s) of Rejection: [See attached report]*

I HEREBY CERTIFY THAT THE ITEMS LISTED AS REASONS FOR REJECTION HAVE BEEN CORRECTED:

\_\_\_\_\_  
PROJECT ENGINEER (CONSULTING ENGINEERING FIRM)      DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_      DATE: \_\_\_\_\_

DATE WARRANTY PERIOD TO START:

DATE WARRANTY PERIOD TO EXPIRE:

### FINAL ACCEPTANCE CERTIFICATION SCHEDULE B

DEVELOPMENT AREA:

DEVELOPER:

OPEN SPACE DEVELOPMENT AGREEMENT DATE:

PRIME CONTRACTOR:

OPEN SPACE DESCRIPTION:

DATE OF APPLICATION FOR FINAL ACCEPTANCE CERTIFICATE:

Pursuant to Clause 7.6 of the City of Prince Albert Open Space Development Agreement, I, \_\_\_\_\_ of the Firm, \_\_\_\_\_, Consultant, hereby certify that the Municipal Improvement work noted herein is complete as defined by the servicing agreement mentioned above, and constructed as far as can be practically ascertained according to the City of Prince Albert servicing standards. I hereby recommend this Municipal Improvement for Approval for a Final Acceptance Certificate.

\_\_\_\_\_  
PROJECT ENGINEER (CONSULTING ENGINEERING FIRM) DATE: \_\_\_\_\_

SEAL \_\_\_\_\_ DATE:  
REPRESENTATIVE (CONSULTING ENGINEERING FIRM)

\_\_\_\_\_  
AUTHORIZED CITY INSPECTOR

APPROVED ON: \_\_\_\_\_ 20 \_\_\_\_\_

REJECTED ON: \_\_\_\_\_ 20 \_\_\_\_\_

Cause(s) of Rejection: [See attached report]

I HEREBY CERTIFY THAT THE ITEMS LISTED AS REASONS FOR REJECTION HAVE BEEN CORRECTED.

\_\_\_\_\_  
PROJECT ENGINEER (CONSULTING ENGINEERING FIRM) DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

## **MAINTENANCE SCHEDULE C**

The following is a list of developer tasks for the maintenance period:

### **General**

Maintain the park to produce a product for the community to recreate in a tidy clean environment that managed through proper horticultural and maintenance practices. Duration of the maintenance will be from initial construction to fall shutdown, following with one complete growing season and the spring start up of the year following. It is our intention that all deficiencies would be completed and ready for inspection prior to acceptance.

### **TURF MAINTENACE**

#### **Fertilization**

Three (3) – fertilizer applications in total with the first application at turf seeding and the other two at mowing week #6 and #10). The first fertilization at seeding time will be formulated for promoting seed germination with a Phosphorus based fertilizer. The second and third fertilizations would use a more balanced NPK polymer coated urea based fertilizer that would deliver nutrients to the plants over a longer period.

#### **Mowing**

The developer will supply a mowing schedule to the City's Representative and contact the City of Prince Albert representative if there is a deviation from the schedule. Mowing will be 1 mowing per week for 14 consecutive weeks. Mowing height will be 2" (inches). The first mowing after seeding to be done before the grass reaches 3" (inches) to prevent damaging the grass and to encourage the plant to quickly spread and fill in. Cleanup of litter prior to mowing is important to keeping the site clean and tidy.

#### **Irrigation**

The turf irrigation system must be completed prior to seeding and fertilization. Water application immediately after seeding is required to speed the grass establishment and prevent soil erosion. During the seed germination period special attention to keeping the seedbed moist, but not to the point of runoff must be maintained. After the grass is established the recommended irrigation schedule provided on the irrigation plan by the irrigation consultant is to be followed to apply 2.5 cm of water each week to the grass.

#### **Trees and Shrubs**

Inspection of trees and shrubs to ensure adequate irrigation and that there are no insects or diseases. Prune trees and shrubs for broken or crossing branches using good horticultural practice. Ensure tree stakes and guy wires are secured.

## **MAINTENANCE**

## **SCHEDULE C cont'd**

### **Pest Control**

Weeds to be maintained by hand pulling, weed whipping and weekly mowing. Rodents such as gophers to be removed and holes repaired and seeded. The “Integrated Pest Management” principles are to be used to evaluate and control insect populations. Chemical application would be used only as a last resort.

### **Garbage/ Litter Cleanup**

Year round removal and clean up of site. Garbage cans emptied weekly in the summer and monthly in the winter.

### **Monthly Reports**

A monthly maintenance report is required stating the inspections, repairs and observations on each of the elements. Reports to be forwarded to the City of Prince Albert representative.

### **Play Unit Inspections**

When the developer builds the play units for new park development in the subdivision and the play unit is being used by the public, the developer must be encouraged to exercise due diligence in the maintenance and inspection of the play unit. This information is provided to assist the developer with the safe operation of a play unit that the developer has constructed and is currently maintaining.

There are CSA standards for maintaining and inspecting play units. Inspecting and maintaining the play units to CSA Standards reduce the risk to the owner (developer) and public safety is increased. The City of Prince Albert, conducts bi-weekly formal inspections of all play units, which includes school grounds. The City of Prince Albert has Canadian Certified Playground Inspectors on staffs that perform inspections. All inspections are documented, and all repairs are recorded which satisfies the CSA requirements.

As part of the Open Space Agreement the Developer is to produce proof of scheduled CSA compliant inspections, to ensure the inspections are performed on a regular basis. The inspections will be forwarded to the City of Prince Albert representative. In the event The Developer is unable to provide for inspections, the City of Prince Albert will perform the “critical inspection” of play units on a contract basis. The service would provide:

- “Inspection Log” including minor types of repairs (i.e.: bolt replacement)
- Remedial action in the event a hazard is noted, while providing notification to the Developer or supplier in the instance of warranty issues. .
- Upon notification or inspection immediate repairs to be made to broken or

## **MAINTENANCE SCHEDULE C cont'd**

damaged equipment.

The contract cost for this service for **20XX would be \$X,XXX** annually for each play unit. The Developer would be required to request this service prior to the Substantial Completion, and preferably at the signing of the Open Space Agreement. The City of Prince Albert Risk Manager would be required to be notified of this arrangement.

It is important to note that the developer is responsible for the inspection, repair and security until the play unit has been turned over to the City of Prince Albert. Turnover will be at issue of the Final Acceptance Certificate at which the developer will provide documentation that:

- the equipment is CSA approved and **the installation is CSA compliant.**
- the equipment is installed by certified installers.

## **APPENDIX "D"**

### *Enhanced Amenities Agreement*

**MEMORANDUM OF AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

A corporation under the laws of the Province of Saskatchewan  
"The Applicant"

OF THE FIRST PART

- and-

**THE CITY OF PRINCE ALBERT,**  
A municipal corporation under the laws of the Province of Saskatchewan  
"The City"

OF THE SECOND PART

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**ENHANCED AMENITIES AGREEMENT**

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The Applicant intends to build a \_\_\_\_\_ ('the amenities') on land owned by the City, and as outlined in Appendix 'A' (MR ER and PUL).

Pursuant to the Development (Servicing Agreement) for \_\_\_\_\_ (File No.: \_\_\_\_\_ - \_\_\_\_\_) The City granted to the Applicant development approval of the Amenities subject to certain terms and conditions.

One of the conditions of the grant of such development approval was that the Applicant enters this Agreement with the City providing for the maintenance and removal of the Amenities.

**IN CONSIDERATION** of the grant of a Development Agreement by the City and the performance of the covenants herein contained by the Applicant, **IT IS AGREED AS FOLLOWS:**

1. The parties agree that the Amenities shall be deemed to be owned by the Applicant.
2. The parties covenant and agree that for a period of \_\_\_\_\_ (\_\_) years from the date that the City issues a Final Acceptance Certificate for the Lands, the Applicant shall maintain the appearance of the Amenities to the satisfaction of Parks Management and the Applicant shall be solely responsible for all costs and expenses associated with the repair and maintenance of Amenities. The Applicant shall not alter, add to or replace the Amenities, except upon receiving the prior written consent of Parks Management.
3. a. The Applicant agrees that Parks Management or Operations may examine the condition of the Amenities and shall have the authority and right to order the Applicant in writing to perform such repair and maintenance of the Amenities as is necessary in the opinion of Parks Management. The Applicant will complete the required repairs and/or maintenance after receiving this notice according to the following time periods:

- i. Immediately if Parks Management identifies that the work or repairs are required for public safety;
  - ii. Within a minimum of ten (10) days or within a reasonable period as determined by Parks Management in all other situations.
- b. If the Applicant fails to complete repairs and maintenance ordered by Parks Management within the times specified in section 3.a, Parks Management shall have the authority and right to undertake such repairs and maintenance and the Applicant shall reimburse the City for all costs and expenses incurred in performing the repairs and maintenance.
4.
  - a. Concurrently with the execution of this Agreement the Applicant shall provide to the City with funds in the amount of \_\_\_\_\_.
  - b. Those funds paid to the City pursuant to clause 4. A. shall be kept by the City in a bank account separate from general revenue and used only for the repair, maintenance, or removal of the Amenities when this Agreement ends or is earlier terminated.
  - c. In the event that this Agreement ends or is terminated, and the obligation to repair and maintain the Amenities is not transferred to the Homeowners Association or Community Association, then the Applicants ownership of the Amenities and all rights related thereto shall transfer to the City.
  - d. In the event that this Agreement ends or is terminated, and the obligation to repair and maintain the Amenities is transferred to the Homeowners Association or Community Association, then the Applicants ownership of the Amenities and all rights related thereto shall transfer to the Home Owners Association or Community Association.
5. The Applicant shall indemnify and save harmless the City from and against all claims, damages, depts., suits, actions, and causes of actions, costs and sums of money that the City may suffer by reason of the placement, location or existence of the Amenities, or anything done or omitted to be done by the Applicant in the operation, repair or maintenance of the Amenities.
6. The Applicant agrees to obtain and maintain at their own expense Commercial General Insurance (CGI) in an amount of not less than \$5, 000, 000 (five million dollars) per occurrence, against and including but not limited to, bodily injury, personal injury and property damage. The policy is to be maintained and kept in force until such time as the Amenities which are subject to this agreement have been removed or written agreement has been reached with the City that responsibility has been transferred to another party.
7. The Applicant may, upon receiving the approval of the City for their placement on the Lands, construct other Amenities on the Lands. Any other Amenities not listed in this Agreement shall be subject to the same terms and conditions as agreed upon Amenities and may require further monetary funds that are governed by the terms set out in clause 4 of this Agreement.
8. It is acknowledged and agreed by the Applicant that nothing in this Agreement gives it any license, title or interest in the Lands, save for ownership of the Amenity itself.

- 9. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

<b>APPROVED</b>	
<b>As to Content</b>	
Parks Manager	
<b>As to Form</b>	
City Solicitor	

\_\_\_\_\_  
Applicant

The City of Prince Albert:

\_\_\_\_\_  
Parks Manager

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