



CITY OF PRINCE ALBERT

CITY COUNCIL REGULAR MEETING

AGENDA

**MONDAY, NOVEMBER 6, 2023, 5:00 PM
COUNCIL CHAMBER, CITY HALL**

1. CALL TO ORDER

2. LAND ACKNOWLEDGEMENT & PRAYER

3. APPROVAL OF AGENDA

4. PRESENTATIONS & RECOGNITIONS

5. DECLARATION OF CONFLICT OF INTEREST

6. ADOPTION OF MINUTES

6.1 October 16, 2023 City Council Meeting Minutes for Approval (MIN 23-98)

7. NOTICE OF PROCLAMATIONS

7.1 Economic Abuse Awareness Day - November 26, 2023

7.2 Saskatchewan Multicultural Week - November 18 - 26, 2023

7.3 Adoption Awareness Month - November 2023

7.4 American and Canadian Lung Cancer Screening Initiative Month - November 2023

8. PUBLIC HEARINGS

- 8.1 Bylaw No. 20 of 2023 – Rezoning Portion of Parcel J from the FUD Zoning District to the R4 Zoning District – 2nd & 3rd Reading (RPT 23-397)
- 8.2 Bylaw No. 22 of 2023 - Addition of Funeral Homes as a Discretionary – Development Officer Use in the M3 Zoning District (RPT 23-400)

9. DELEGATIONS

10. COMMUNICATIONS

11. REPORTS OF ADMINISTRATION & COMMITTEES

- 11.1 Byars Street Annexation - Bylaw Amendments (RPT 23-392)
- 11.2 Downtown Business Incentive (RPT 23-394)
- 11.3 Signature Developments - Development Levy Agreement (RPT 23-396)
- 11.4 Vacant Residential Lot Program (RPT 23-398)
- 11.5 SaskTel Communication Towers – Support in Principle (RPT 23-401)
- 11.6 Request for Funding – Habitat for Humanity Saskatchewan (RPT 23-402)

12. UNFINISHED BUSINESS

13. MAYOR & COUNCILLORS FORUM

14. INQUIRIES

15. INQUIRIES RESPONSES

16. NOTICE OF MOTION

17. MOTIONS

- 17.1 Motion - Councillor Lennox-Zepp - Scheduling Bargaining Meeting with CUPE 882 (MOT 23-12)
 - 17.1.1 Questions Concerning Council's Involvement on CUPE Strike Matters (CORR 23-80) (PRESENTED AT MEETING)
- 17.2 Motion - Councillor Edwards - Budget for Transportation of Homeless (MOT 23-14)
- 17.3 Motion - Councillor Edwards - Victim Impact Statements (MOT 23-13)

18. PUBLIC FORUM

19. ADJOURNMENT



City of
Prince Albert

MIN 23-98

MOTION:

That the Minutes for the City Council Regular Meeting held October 16, 2023, be taken as read and adopted.

ATTACHMENTS:

1. Minutes



CITY OF PRINCE ALBERT

CITY COUNCIL REGULAR MEETING

MINUTES

**MONDAY, OCTOBER 16, 2023, 5:00 P.M.
COUNCIL CHAMBER, CITY HALL**

PRESENT:

Mayor Greg Dionne
Councillor Charlene Miller
Councillor Terra Lennox-Zepp
Councillor Tony Head
Councillor Don Cody
Councillor Dennis Ogrodnick
Councillor Blake Edwards
Councillor Dawn Kilmer
Councillor Darren Solomon

Terri Mercier, City Clerk
Sherry Person, City Manager
Kris Olsen, Fire Chief
Mitchell J. Holash, K.C., City Solicitor
Jeff Da Silva, Director of Public Works
Wilna Furstenberg, Communications Coordinator
Ramona Fauchoux, Director of Financial Services
Tim Yeaman, Acting Director of Community Services
Craig Guidinger, Director of Planning and Development Services

1. CALL TO ORDER

Mayor Dionne called the meeting to order.

2. PRAYER

Mayor Dionne asked that all members stand and that the City Clerk offer the prayer.

3. APPROVAL OF AGENDA

0326. **Moved by:** Councillor Head
Seconded by: Councillor Ogradnick

That the Agenda for this meeting be approved, as presented, and, that the presentations, delegations and speakers listed on the Agenda be heard when called forward by the Mayor.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogradnick, Solomon and Mayor Dionne

CARRIED UNANIMOUSLY

4. PRESENTATIONS & RECOGNITIONS

5. DECLARATION OF CONFLICT OF INTEREST

- 5.1 Councillor Cody – Item No. 11.6 – Works for Memorial Gardens, River Park and Gray’s Funeral Homes.
- 5.2 Councillor Kilmer – Item No. 11.6 – Husband works for a Funeral Home.

6. ADOPTION OF MINUTES

0327. **Moved by:** Councillor Miller
Seconded by: Councillor Solomon

That the Minutes of the Council Regular Meeting held September 25, 2023, be taken as read and adopted.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogradnick, Solomon and Mayor Dionne

CARRIED UNANIMOUSLY

7. NOTICE OF PROCLAMATIONS

- 7.1 World No Alcohol Day – October 2, 2023

8. PUBLIC HEARINGS

- 8.1 Bylaw No. 17 of 2023 – District Official Community Plan Amendment – 2nd & 3rd Reading (RPT 23-370)

Mayor Dionne declared the Hearing open.

Craig Guidinger, Director of Planning and Development Services presented the matter of the District Official Community Plan Amendment on behalf of Administration.

Mayor Dionne declared the Hearing closed.

0328. **Moved by:** Councillor Kilmer
Seconded by: Councillor Miller

That Bylaw No. 17 of 2023 be given second and third readings.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Solomon and Mayor Dionne

CARRIED UNANIMOUSLY

0329. **Moved by:** Councillor Kilmer
Seconded by: Councillor Miller

That Bylaw No. 17 of 2023 be read a second time.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Solomon and Mayor Dionne

CARRIED UNANIMOUSLY

0330. **Moved by:** Councillor Kilmer
Seconded by: Councillor Miller

That Bylaw No. 17 of 2023 be read a third time and passed; and, that Bylaw No. 17 of 2023 be now adopted, sealed and signed by the Mayor and City Clerk.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Solomon and Mayor Dionne

CARRIED UNANIMOUSLY

9. DELEGATIONS

10. COMMUNICATIONS

11. REPORTS OF ADMINISTRATION & COMMITTEES

11.1 Development Permit Application – Residential Care Home – 952 1st Street East (RPT 23-386)

11.1.1 Letters of Opposition – Development Permit Application – Residential Care Home – 952 – 1st Street East (CORR 23-71)

0331. **Moved by:** Councillor Head
Seconded by: Councillor Lennox-Zepp

That the Discretionary Use Development Permit Application for a Residential Care Home to be located at 952 – 1st Street East, legally described as Lot 1, Block C, Plan No. 79PA16670, Extension 0, be approved.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Solomon and Mayor Dionne

CARRIED UNANIMOUSLY

11.2 Development Permit Application – Shelter – 950B Exhibition Drive (RPT 23-385)

0332. **Moved by:** Councillor Head
Seconded by: Councillor Miller

That the Development Permit Application for a Shelter to be located at 950B Exhibition Drive, legally described as Parcel A, Plan No. 82PA14083 Extension 1, for a term from October 15, 2023 to April 30, 2024, be approved.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Solomon and Mayor Dionne

CARRIED UNANIMOUSLY

11.3 E.A. Rawlinson Centre Accessibility (RPT 23-388)

0333. **Moved by:** Councillor Ogrodnick
Seconded by: Councillor Miller

1. That an appeal be submitted to the Saskatchewan Construction Standards Appeal Board to seek an Exemption Order for an Accessibility Lift to be installed in the Theatre at the E.A. Rawlinson Centre; and,

2. That the Diefenbaker Trust Fund serve as the funding source for the project if the appeal is granted.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Solomon and Mayor Dionne

CARRIED UNANIMOUSLY

11.4 Bylaw 21 of 2023 – PADBID Bylaw Amendment (RPT 23-381)

0334. **Moved by:** Councillor Kilmer
Seconded by: Councillor Lennox-Zepp

That Bylaw No. 21 of 2023 be introduced and given three (3) readings.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Solomon and Mayor Dionne

CARRIED UNANIMOUSLY

0335. **Moved by:** Councillor Kilmer
Seconded by: Councillor Lennox-Zepp

That Bylaw No. 21 of 2023 be introduced and read a first time.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Solomon and Mayor Dionne

CARRIED UNANIMOUSLY

0336. **Moved by:** Councillor Kilmer
Seconded by: Councillor Lennox-Zepp

That Bylaw No. 21 of 2023 be read a second time.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Solomon and Mayor Dionne

CARRIED UNANIMOUSLY

0337. **Moved by:** Councillor Kilmer
Seconded by: Councillor Lennox-Zepp

That leave be granted to read Bylaw No. 21 of 2023 a third time.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogradnick, Solomon and Mayor Dionne

CARRIED UNANIMOUSLY

0338. **Moved by:** Councillor Kilmer
Seconded by: Councillor Lennox-Zepp

That Bylaw No. 21 of 2023 be read a third time and passed; and, that Bylaw No. 21 of 2023 be now adopted, sealed and signed by the Mayor and City Clerk.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogradnick, Solomon and Mayor Dionne

CARRIED UNANIMOUSLY

11.5 Digital Sign – 298 15th Street East (RPT 23-382)

0339. **Moved by:** Councillor Solomon
Seconded by: Councillor Edwards

That the Sign Permit Application for a Digital Sign to be located at 298 – 15th Street East, legally described as Lot 53, Block 21, Plan No. 102133189, Extension 0, be approved.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogradnick, Solomon and Mayor Dionne

CARRIED UNANIMOUSLY

11.6 Bylaw No. 22 of 2023 – Addition of Funeral Homes as a Discretionary Use in the M3 Zoning District (RPT 23-387)

0340. **Moved by:** Councillor Head
Seconded by: Councillor Edwards

- 1. That Bylaw No. 22 of 2023 be introduced and given first reading; and,
- 2. That Administration provide notification to hold a Public Hearing.

In Favour: Councillors: Edwards, Head, Lennox-Zepp, Ogrodnick, Solomon and Mayor Dionne

Against: Councillor: Miller

Absent – Declared Conflict of Interest: Councillors Cody and Kilmer

CARRIED (6 TO 1)

0341. **Moved by:** Councillor Head
Seconded by: Councillor Edwards

That Bylaw No. 22 of 2023 be introduced and read a first time.

In Favour: Councillors: Edwards, Head, Lennox-Zepp, Ogrodnick, Solomon and Mayor Dionne

Against: Councillor: Miller

Absent – Declared Conflict of Interest: Councillors Cody and Kilmer

CARRIED (6 TO 1)

12. UNFINISHED BUSINESS

13. MAYOR & COUNCILLORS FORUM

14. INQUIRIES

15. INQUIRY RESPONSES

15.1 September 25, 2023 City Council Meeting Inquiry Responses (INQ 23-10)

0342. **Moved by:** Councillor Miller
Seconded by: Councillor Kilmer

That INQ 23-10 be received as information and filed.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Solomon and Mayor Dionne

CARRIED UNANIMOUSLY

16. NOTICE OF MOTION

16.1 Councillor Lennox-Zepp – Scheduling Bargaining Meeting with CUPE 882

That Administration schedule a bargaining meeting date with Canadian Union of Public Employees Local No. 882 to discuss all outstanding issues.

16.2 Councillor Edwards – Victim Impact Statements

That the City prepare and submit Victim Impact Statements for the three (3) people charged in relation to the offenses that resulted in the robbery and shooting of a victim that occurred near St. Mary High School on September 8, 2023.

16.3 Councillor Edwards – Budget for Transportation of Homeless

That \$30,000 be considered in the upcoming 2024 Budget deliberations to help reduce the barrier of transportation for willing homeless people to return to their home community.

17. MOTIONS

17.1 Motion – Councillor Head – Total Cost of the CUPE 882 Strike (MOT 23-10)

0343. **Moved by:** Councillor Head

Seconded by: Councillor Miller

1. That Administration provide up-to-date reporting on costs and savings for the Canadian Union of Public Employees Local No. 882 Strike; and,
2. That Administration provide the total cost and savings of the Canadian Union of Public Employees Local No. 882 Strike, once concluded.

In Favour: Councillors: Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick and Solomon

Against: Councillor Cody and Mayor Dionne

CARRIED (7 to 2)

17.2 Motion – Councillor Ogrodnick – Naming Parks/Open Spaces after Veterans (MOT 23-11)

0344. **Moved by:** Councillor Ogrodnick

Seconded by: Councillor Edwards

That Administration work the Legion and Anavets to pursue the possibility of naming the following green spaces or parks after Veterans:

1. The Park that backs onto Attree Bay and Helme Crescent;
2. The Green Space between Cowan Drive and Baker Place;
3. The Green Space between McKay Drive and Cook Drive; and,
4. Any other Green Spaces or Parks that are identified within the City.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Solomon and Mayor Dionne

CARRIED UNANIMOUSLY

17.3 Motion – Councillor Lennox-Zepp – Scheduling a Bargaining Meeting with CUPE 882

0345. **Moved by:** Councillor Lennox-Zepp
Seconded by: Councillor Miller

That pursuant to the provision of the City’s Procedure Bylaw No. 23 of 2021, that the Notice Provisions be waived to permit consideration for Councillor Lennox-Zepp’s Motion regarding Scheduling a Bargaining Meeting with Canadian Union of Public Employees Local No. 882.

In Favour: Councillors: Head, Lennox-Zepp, Miller, Ogrodnick, and Solomon

Against: Councillors: Cody, Edwards, Kilmer and Mayor Dionne

MOTION DEFEATED (4 to 5)

18. PUBLIC FORUM

18.1 Ann Iwanchuk and Judy Henley

Verbal Presentations were provided by Ann Iwanchuk, Regional Director, Canadian Union of Public Employees and Judy Henley, President of Canadian Union of Public Employees Saskatchewan regarding the ongoing Canadian Union of Public Employees Local No. 882 Strike.

19. ADJOURNMENT – 6:14 P.M.

0346. **Moved by:** Councillor Kilmer
Seconded by: Councillor Edwards

That this Council do now adjourn.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller, Ogrodnick, Solomon and Mayor Dionne

CARRIED UNANIMOUSLY

MAYOR GREG DIONNE CITY CLERK

MINUTES ADOPTED THIS 6TH DAY OF NOVEMBER, A.D. 2023.



RPT 23-397

TITLE: Bylaw No. 20 of 2023 – Rezoning Portion of Parcel J from the FUD Zoning District to the R4 Zoning District – 2nd & 3rd Reading

DATE: **October 24, 2023**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That Bylaw No. 20 of 2023 receive 2nd and 3rd readings.

TOPIC & PURPOSE:

The purpose of this report is to rezone the 1.58 hectare northwest corner of Parcel J, Plan 72PA00606 Ext 4, from FUD – Future Urban Development to R4 – High Density Residential.

BACKGROUND:

The Department of Planning and Development Services is in receipt of a Zoning Bylaw Amendment Application to rezone the northwest corner of Parcel J in the West Hill neighbourhood from FUD – Future Urban Development to R4 – High Density Residential.

The purpose of the R4 – High Density Residential Zoning District is to:

“provide the full continuum of residential development options that allows for limited, complementary uses. With no maximum density, this zoning district is best located along arterial and collector streets or immediately adjacent to commercial nodes or centres, and provides the highest level of access to park space and commercial services through multiple modes of transportation”.

Bylaw No. 20 of 2023 was introduced and given 1st reading at the September 25, 2023 City Council meeting.

PROPOSED APPROACH AND RATIONALE:

The applicant is proposing to build a dwelling group made up of multiple-unit buildings to be marketed as retirement rentals. The parcel also includes a portion of right-of-way which will extend Lakeview Drive to the south. This project adds to the variety of housing in the neighbourhood and it is recommended that the rezoning be approved. If approved, the applicant will apply for their development permit.

CONSULTATIONS:

The Department of Planning and Development Services has been in contact with the applicant throughout the Zoning Bylaw Amendment process.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Subject to approval of the 3rd reading, the applicant will be notified in writing of City Council's decision and the Zoning Bylaw and City website will be updated.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no other options to the recommendation or any policy, financial or privacy implications to consider with this report.

STRATEGIC PLAN:

The future development proposed in the rezoning application supports the City's area of focus of Population Growth by helping to create a wide range of property and housing options in Prince Albert.

OFFICIAL COMMUNITY PLAN:

As per the City of Prince Albert Official Community Plan Land Use Map, the subject lands are currently considered Low Density Residential. Although this rezoning application is to allow higher density development, the overall density will be low as the proposed dwelling group will be comprised of low-rise multi-unit buildings and is aligned with the purpose of the Low Density Residential land use.

PUBLIC NOTICE:

Public Notice is required for consideration of this matter, pursuant to Section 9 of Public Notice Bylaw No. 24 of 2015. The following notice was given:

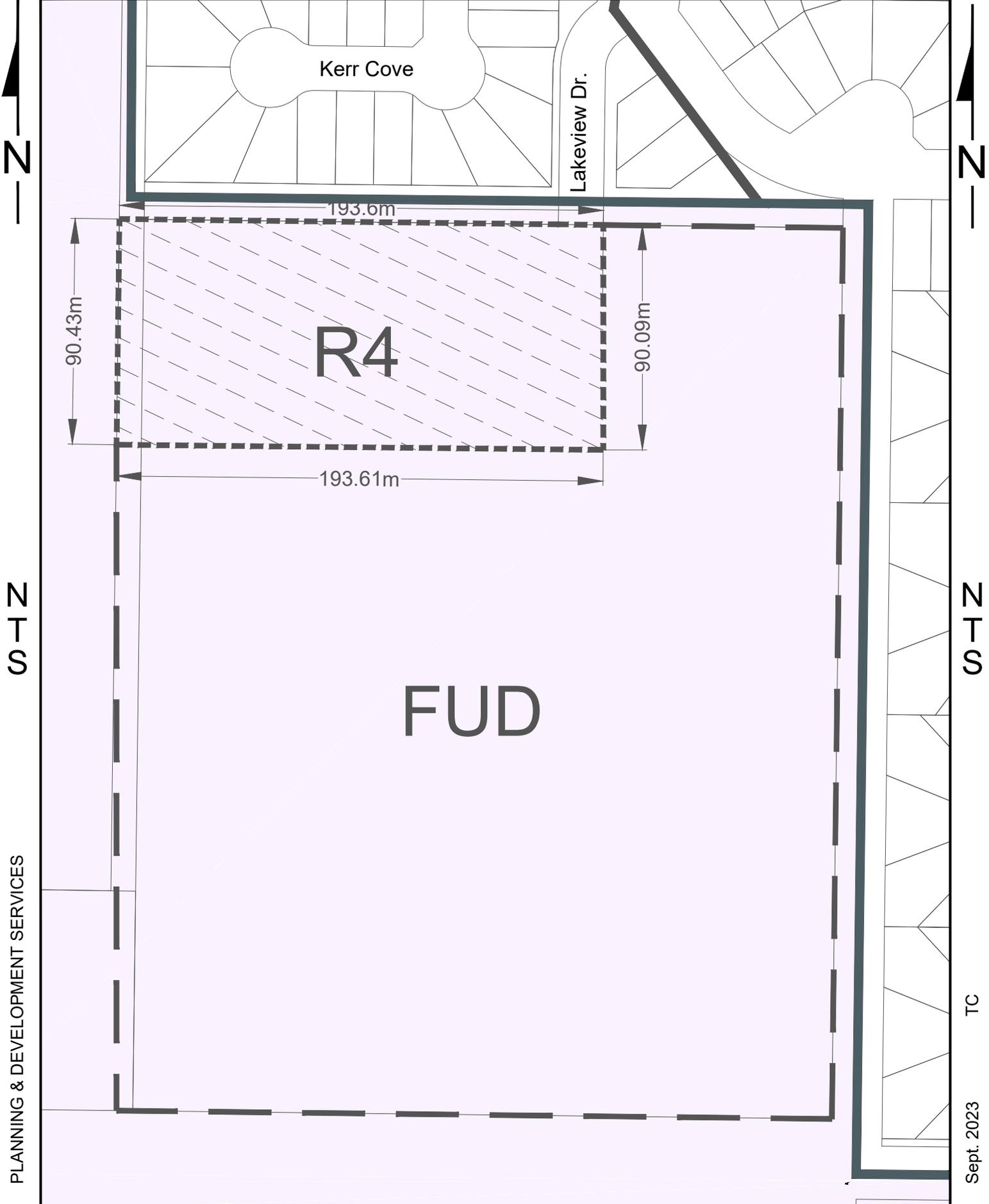
- Published on October 12th, 2023 in the Prince Albert Daily Herald;
- Posted on the City's website on October 12th, 2023; and
- Posted on the bulletin board at City Hall on October 12th, 2023.

ATTACHMENTS:

1. Location Plan
2. Bylaw No. 20 of 2023
3. Public Notice - Prince Albert Daily Herald - October 12, 2023

Written by: Ellen Pearson, Planner

Approved by: Director of Planning and Development Services & City Manager



PLANNING & DEVELOPMENT SERVICES

TC
Sept. 2023

CITY OF PRINCE ALBERT BYLAW NO. 20 OF 2023

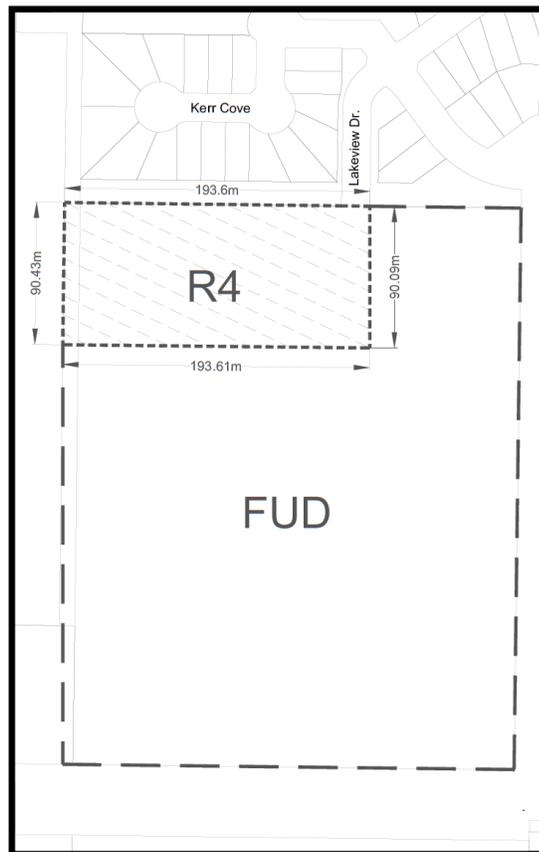
*A Bylaw of The City of Prince Albert to amend
the Zoning Bylaw, being Bylaw No. 1 of 2019*

WHEREAS it is desirable to amend the City of Prince Albert Zoning Bylaw No. 1 of 2019;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF PRINCE ALBERT IN OPEN MEETING ASSEMBLED ENACTS AS FOLLOWS:

1. The City of Prince Albert Zoning District Map, being “Appendix B” Zoning Map and Amendments is hereby amended as follows:

A portion of Parcel J, Plan 72PA00606, Ext 4
Prince Albert, Saskatchewan, as described below:



Shall be rezoned from FUD – Future Urban Development to R4 – High Density Residential.

2. This Bylaw shall come into force and take effect on, from and after the final passing thereof.

INTRODUCED AND READ A FIRST TIME THIS _____ DAY OF _____, A.D., 2023.

READ A SECOND TIME THIS _____ DAY OF _____, A.D., 2023.

READ A THIRD TIME AND PASSED _____ DAY OF _____, A.D., 2023.

MAYOR

CITY CLERK

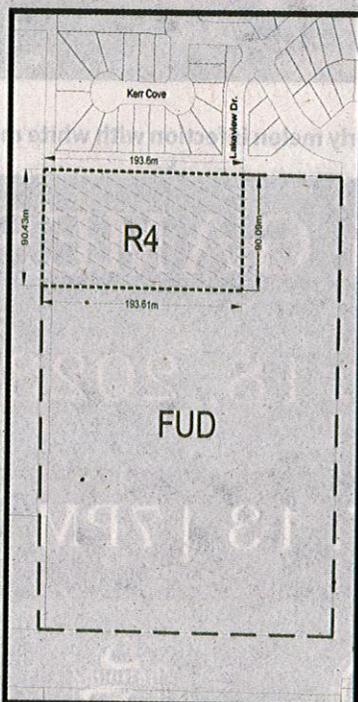


CITY OF PRINCE ALBERT PUBLIC NOTICE

ZONING BYLAW AMENDMENT – BYLAW NO. 20 OF 2023

Public Notice is hereby given that the Council of the City of Prince Albert intends to consider Bylaw No. 20 of 2023 to amend Bylaw No. 1 of 2019, known as the City of Prince Albert Zoning Bylaw.

Reason for the Amendment: At the City Council meeting held September 25th, 2023, first reading of Bylaw No. 20 of 2023 was given and Administration was authorized to provide Public Notification for a Public Hearing. Bylaw No. 20 of 2023 proposes to rezone a 1.58 hectare portion of the land legally described as Parcel J, Plan 72PA00606, Ext 4 from FUD – Future Urban Development to R4 – High Density Residential. The purpose of the rezoning is to accommodate the construction of a dwelling group. The subject property is shown in the dashed line below:



Therefore, City Council, at its meeting to be held on November 6th, 2023 at 5:00 p.m., will consider all submissions both written and verbal respecting the Public Hearing for the above bylaw. If you would like your written submission reviewed by City Council PRIOR to the meeting, it would be preferable if it were provided by 4:45 p.m. on Tuesday, October 31st, 2023. In accordance with City Council's Procedure Bylaw No. 23 of 2021, any written submissions must be provided to the City Clerk. Verbal submissions shall be heard during the Public Hearing portion of the meeting.

INFORMATION – Information regarding the proposed amendment may be directed to the following without charge:

Planning and Development Services
City Hall, 1084 Central Avenue
Prince Albert SK, S6V 7P3
8:00 am to 4:45 pm – Monday to Friday (except holidays)
Phone 306-953-4370

Issued at the City of Prince Albert, this 12th day of October, 2023
Terri Mercier, City Clerk

PRINCE ALBERT DAILY HERALD
OCTOBER 12, 2023

RPT 23-400

TITLE: Bylaw No. 22 of 2023 - Addition of Funeral Homes as a Discretionary – Development Officer Use in the M3 Zoning District

DATE: **October 26, 2023**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That Bylaw No. 22 of 2023 be given second and third reading.

TOPIC & PURPOSE:

The purpose of this report is to request the second and third reading of Bylaw No. 22 of 2023, which is an amendment to the *City of Prince Albert Zoning Bylaw No. 1 of 2019*. This amendment proposes to add “Funeral Homes” as a Discretionary – Development Officer use within the M3 - Large Lot Light Industrial Zoning District.

BACKGROUND:

The Department of Planning and Development Services is in receipt of a Zoning Bylaw Amendment application that is proposing to add Funeral Homes to the Discretionary Use – Development Officer category in the M3 – Large Lot Light Industrial Zoning District. The *City of Prince Albert Zoning Bylaw No. 1 of 2019* defines Funeral Homes as:

“the use of a building, or a portion thereof, for organizing and conducting funeral services, where the deceased may be prepared for burial or cremation and which may include a columbarium. This use may also include on site cremation services, which cannot emit any noxious or offensive gasses, smells or smoke;”

Funeral Homes are Discretionary Use – Development Officer in all Commercial Zoning Districts and Discretionary Use – Council in Mixed Use Zoning Districts. With the Discretionary Use – Development Officer classification in the M3 – Large Lot Light Industrial Zoning District, development permits and public notice is required, along with the final consideration being given to the Development Officer.

Bylaw No. 22 of 2023 was given first reading at the October 16, 2023 City Council meeting.

PROPOSED APPROACH AND RATIONALE:

Funeral Homes are typically considered a commercial/industrial land use. There is no current rationale that strictly prohibits Funeral Homes from the M3 Zoning District, as key aspects of their function align with the purpose of Large Lot Light Industrial development; primarily that they require a larger site, considerable parking to accommodate services, and they generate a higher volume of traffic when they are holding a service.

In addition to this Zoning Bylaw Amendment application and subject to approval, the City expects to receive a Development Permit application for a Funeral Home in the M3 Zoning District in the short term.

For the above reasons, Administration recommends adding Funeral Homes as a Discretionary – Development Officer use in the M3 – Large Lot Light Industrial Zoning District.

CONSULTATIONS:

The applicant has been consulted throughout the application process.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Subject to the approval of the 3rd reading, the applicant will be notified in writing of the City Council's decision, and, the Zoning Bylaw and City website will be updated accordingly.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no options to recommendations, policy, privacy, or financial implications to consider with this report.

STRATEGIC PLAN:

Administration has followed the City's Strategic Priority of Delivering Professional Governance with a focus on Organizational Effectiveness to ensure the City's bylaws are reviewed and amended in a timely manner, while providing the highest level of service to the public.

OFFICIAL COMMUNITY PLAN:

This Zoning Bylaw amendment is aligned with the goals outlined in Section 6 of the Official Community Plan related to encouraging and integrating compatible land use throughout the City.

PUBLIC NOTICE:

Public Notice is required for consideration of this matter, pursuant to Section 10 of Public Notice Bylaw No. 24 of 2015. The following notice was given:

- Public Notice was posted on the bulletin board at City Hall on October 26, 2023; and,
- Public Notice was posted on the City website on October 26, 2023; and,
- Public Notice was posted in the Prince Albert Daily Herald on October 26, 2023.

ATTACHMENTS:

1. Bylaw No. 22 of 2023
2. Zoning Map
3. Public Notice – Issued October 26, 2023

Written by: Darien Frantik, Planner

Approved by: Director of Planning and Development Services & City Manager

CITY OF PRINCE ALBERT BYLAW NO. 22 OF 2023

*A Bylaw of The City of Prince Albert to amend
The Zoning Bylaw, being Bylaw No. 1 of 2019*

WHEREAS it is desirable to amend the City of Prince Albert Zoning Bylaw No. 1 of 2019;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF PRINCE ALBERT IN OPEN MEETING ASSEMBLED ENACTS AS FOLLOWS:

1. That Bylaw No. 1 of 2019 be amended in the manner hereinafter set forth:
 - a. By adding “Funeral Home” to the Discretionary Uses – Development Officer section of the table in Subsection 8.4.2:

M3 – LARGE LOT LIGHT INDUSTRIAL											
	Minimum Development Standards								Parking Standards ³		
	Site Area (m ²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area ⁴ (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Discretionary Uses – Development Officer											
Funeral Home	1,260	22	7.5	6	7.5	14.3	-	-	9 or 13	-	1

2. This Bylaw shall come into force and take effect on, from and after the final passing thereof.

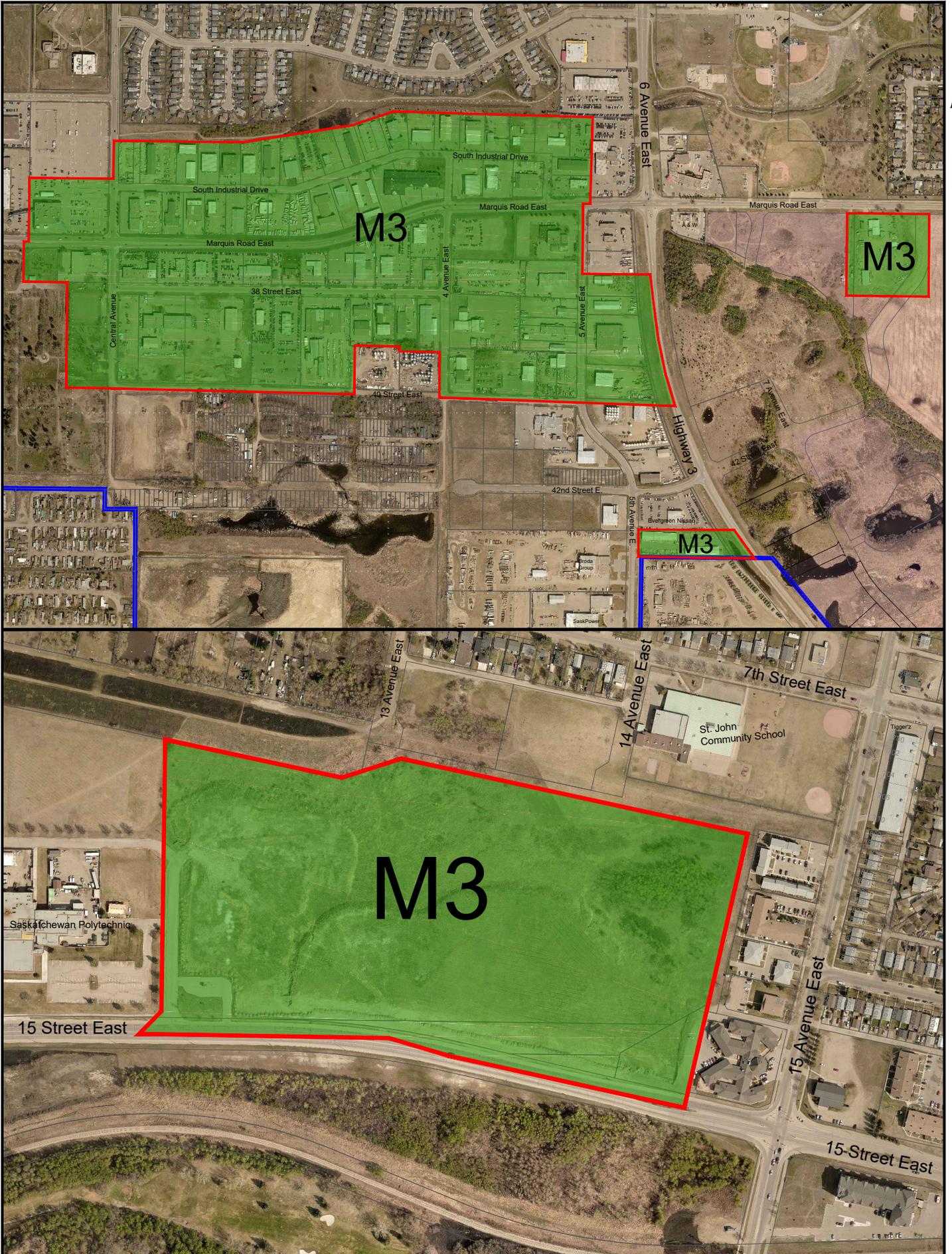
INTRODUCED AND READ A FIRST TIME THIS _____ DAY OF _____, A.D., 2023.

READ A SECOND TIME THIS _____ DAY OF _____, A.D., 2023.

READ A THIRD TIME AND PASSED _____ DAY OF _____, A.D., 2023.

MAYOR

CITY CLERK





CITY OF PRINCE ALBERT PUBLIC NOTICE

ZONING BYLAW AMENDMENT – BYLAW NO. 22 OF 2023

Public Notice is hereby given that the Council of the City of Prince Albert intends to consider Bylaw No. 22 of 2023 to amend Bylaw No. 1 of 2019, known as the City of Prince Albert Zoning Bylaw.

Reason for the Amendment: At the City Council meeting held October 16, 2023, first reading of Bylaw No. 22 of 2023 was given and Administration was authorized to provide Public Notification for a Public Hearing. Bylaw No. 22 of 2023 proposes to add “Funeral Homes” as a Discretionary – Development Officer use within the M3 – Large Lot Light Industrial Zoning District.

Funeral Home is an industrial/commercial land use that permits the organization of funeral services, including the preparation of the deceased and on-site cremation services – which cannot emit any noxious or offensive gasses, smells or smoke.

Therefore, City Council, at its meeting to be held on November 6, 2023 at 5:00 p.m., will consider all submissions both written and verbal respecting the Public Hearing for the above bylaw. If you would like your written submission reviewed by City Council PRIOR to the meeting, it would be preferable if it were provided by 4:45 p.m. on Tuesday, October 31, 2023. In accordance with City Council’s Procedure Bylaw No. 23 of 2021, any written submissions must be provided to the City Clerk. Verbal submissions shall be heard during the Public Hearing portion of the meeting.

INFORMATION – Information regarding the proposed amendment may be directed to the following without charge:

**Planning and Development Services
City Hall, 1084 Central Avenue
Prince Albert SK, S6V 7P3
8:00 am to 4:45 pm – Monday to Friday (except holidays)
Phone 306-953-4370**

Issued at the City of Prince Albert, this October 26, 2023
Terri Mercier, City Clerk

Published in the Daily Herald on Thursday, October 26th, 2023

RPT 23-392

TITLE: Byars Street Annexation - Bylaw Amendments

DATE: **October 20, 2023**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That 1st reading of Bylaw No. 24 of 2023 be given;
2. That 1st reading of Bylaw No. 25 of 2023 be given;
3. That 1st reading of Bylaw No. 26 of 2023; and
4. That Administration be authorized to give public notice.

TOPIC & PURPOSE:

The purpose of this report is to amend the following in order to complete the Byars Street Annexation project:

- The District Official Community Plan (DOCP) – Bylaw No. 24 of 23,
- The City of Prince Albert Official Community Plan (OCP) – Bylaw No. 25 of 23, and
- The Zoning Bylaw (ZB) – Bylaw No. 26 of 23.

BACKGROUND:

Since February, 2021, Planning and Development Services has been working to annex the land shown in the attached location plan titled “Byars Street Annexation Area”. See also RPT 21 – 74 and RPT 21 – 552 for more information on the annexation process to date.

On September 19th, 2023, the City was notified that the Ministry of Government Relations had reviewed and approved the proposed annexation. See attached. The only comment provided upon approval was that the effective date of the annexation was to be the date of Ministerial approval, not the date of execution of the annexation agreement.

PROPOSED APPROACH AND RATIONALE:

The City and the RM of Prince Albert will now begin the process of transferring the municipal responsibility for the land from the RM of Prince Albert to the City, which includes amending the District Official Community Plan, City Official Community Plan and the Zoning Bylaw.

Prince Albert District Official Community Plan (DOCP)

The City's annexed land is located within the "Future Urban Growth" area. Therefore, Figures 1 – 4 of the DOCP shall be amended to show the new City Limits. Based on the land uses contained in the DOCP that pertain to the City, the land will be designated as "Urban Municipality".

City of Prince Albert Official Community Plan (OCP)

As well, now that the annexed land is a part of the City we need to amend all of the figures (20) attached to the OCP to reflect the new city limits. Because there are no immediate plans for the development of this land, apart from the extension of Byars Street and the construction of the first section of 21st Avenue East, the land will remain designated as "Future Growth". In the future, when the CANP is updated to reflect an anticipated land use, the DOCP, OCP and Zoning Bylaw will be amended to reflect the same change.

Zoning Bylaw

In order to apply development criteria to the annexed land, zoning will be applied. In this case, the land will be zoned FUD – Future Urban Development. In addition to zoning the land, Appendix B – D will be amended to show the new city limits.

Over time, if items are identified as needing to be amended to reflect the annexation, they will be brought forward to City Council for consideration as needed.

Additional Information

In speaking with Jordan Olmstead, Planning Consultant with the Community Planning Branch of the Ministry of Government Relations, he provided further information on how the annexation is finalized,

"Following the signing of the Minister's Order it is forwarded to the Ministry of Justice and ISC who review the Minister's Order and associated schedules, issue any relevant documentation (i.e. including the restructuring in The Saskatchewan Gazette), and update the municipal boundaries."

And, as it would appear that ISC has already updated the city limits, "... the lands themselves would have transferred from the jurisdiction of the RM of Prince Albert No. 461 to the City of Prince Albert on the date of the Minister's Order."

CONSULTATIONS:

The City of Prince Albert consulted with a number of parties throughout this process, primarily the RM of Prince Albert.

Administration has also provided notice to the Prince Albert Police Service and the Prince Albert Fire Department in order to ensure they are aware of the expanded service area. With this, it is important to note that there is no developed property within the newly annexed land. There is one residential property located adjacent to the annexed land, though it is still within the RM of Prince Albert and any emergency services provided previously remain unchanged.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

As the City wraps up this project, we will continue to be in contact with the Prince Albert District Planning Commission and the RM of Prince Albert in order to ensure that all responsibilities have been properly transferred over and that all necessary bylaws, agencies, etc. are all properly notified of the completed annexation.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no Financial, Privacy or Policy Implications for this report and there are no options to the recommendation above to consider.

STRATEGIC PLAN:

One of the goals listed in the Strategic Plan is to build a robust economy. While the annexation of land does not have an immediate or obvious effect on the city's economy, we must continue to plan for growth if we want to proactively support it. Annexation of land in anticipation of development is typical in planning and regulated in both the DOCP and OCP. And, prior to the use of the land for anything other than the construction of the new roadways it was annexed for, considerable public consultation and plan amendments will need to take place.

OFFICIAL COMMUNITY PLAN:

In accordance with Section 9.3 of the DOCP, annexation is to adhere to the following:

"9.3 Boundary Alteration Process

1. The Rural Municipalities prefer incremental alterations of the City's boundary as lands are required to future urban development.
2. An affected Rural Municipality will evaluate boundary alteration proposals by the City of Prince Albert and the Village of Albertville on the following:
 - a. whether the proposed boundary alteration is within designated future urban growth area;
 - b. if the boundary alteration is not within the designated future growth area, the City's rationale for requesting the boundary alteration;
 - c. whether there has been a commitment to the installation of, and investment in, significant infrastructure in the area of the proposed boundary alteration;
 - d. whether public consultation has been completed with the land owners in and adjacent to the area of the proposed boundary alteration;
 - e. the financial implications of the boundary alteration and whether adequate compensation will be provided.
3. Where possible, boundary alterations shall follow legal property boundaries and natural features to avoid creating a fragmented pattern of municipal jurisdiction."

Based on this, the City adhered to the necessary regulations contained in the DOCP.

PUBLIC NOTICE:

Public notice is not required for this report.

The following Public Notice is required to be posted prior to consideration of Bylaw No. 24, 25 and 26 of 2023, pursuant to the Public Notice Bylaw No. 24 of 2015:

- Published in the Prince Albert Daily Herald at least 10 days prior to Council consideration;
- Posted on the City's website; and
- Posted on the bulletin board at City Hall.

PRESENTATION: None

ATTACHMENTS:

1. DOCP Bylaw Amendment No. 24 of 2023
2. Bylaw No. 24 of 23 - Schedule A
3. OCP Bylaw Amendment No. 25 of 2023
4. Bylaw No. 25 of 23 - Schedule A
5. Zoning Bylaw Amendment No. 26 of 2023
6. Bylaw No. 26 of 23 - Schedule A
7. Public Notice - Bylaw No. 24, 25 and 26 of 2023
8. RPT 21-74
9. RPT 21-552
10. Minister's Order – City of Prince Albert and RM of Prince Albert No. 461

Written by: Kristina Karpluk, Planning Manager

Approved by: Director of Planning and Development Services & City Manager

CITY OF PRINCE ALBERT BYLAW NO. 24 OF 2023

*A Bylaw of The City of Prince Albert to amend
the Prince Albert Planning District Official Community Plan, being
Bylaw No. 18 of 2018*

WHEREAS it is desirable to amend the Prince Albert Planning District Official Community Plan, Bylaw No. 18 of 2018;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF PRINCE ALBERT IN OPEN MEETING ASSEMBLED ENACTS AS FOLLOWS:

1. That Bylaw No. 18 of 2018 be amended in the manner hereinafter set forth:
 - a) Figure 1 – Prince Albert Planning District map, Figure 2 – Environmental Constraints Map, Figure 3 – Future Land Use Map, and Figure 4 – Future Land Use Map – Future Urban Growth Area shall be amended to show that:
 - i) The corporate boundary of The City of Prince Albert has been amended in accordance with Schedule “A” of this bylaw; and
 - ii) The area identified in Schedule “A” of this bylaw shall be designated as “Urban Municipality”.
2. This bylaw shall come into force on the date of Ministerial approval.

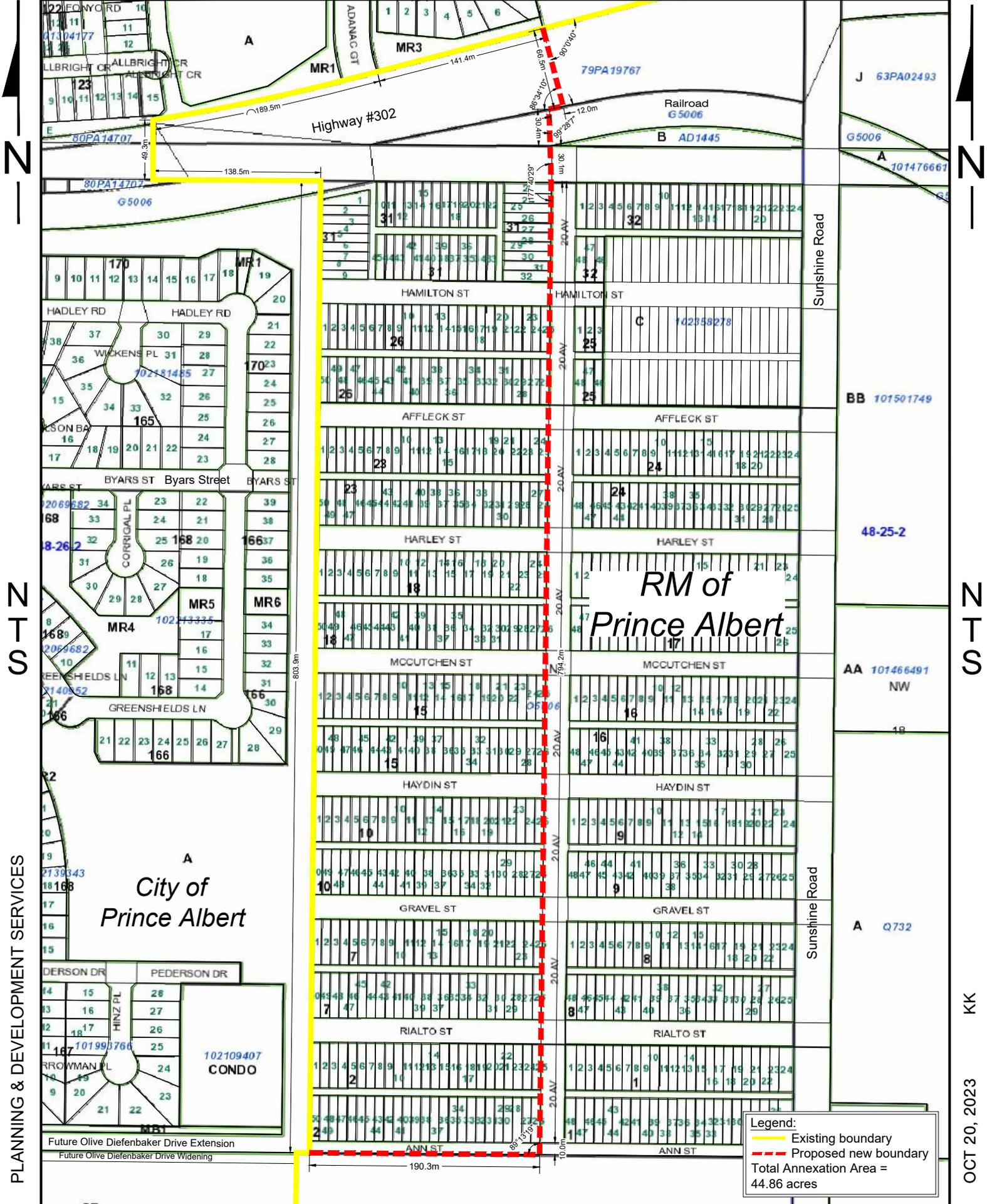
INTRODUCED AND READ A FIRST TIME THIS _____ DAY OF _____, A.D., 20 .

READ A SECOND TIME THIS _____ DAY OF _____, A.D., 20 .

READ A THIRD TIME AND PASSED _____ DAY OF _____, A.D., 20 .

MAYOR

CITY CLERK



PLANNING & DEVELOPMENT SERVICES

KKT

OCT 20, 2023

CITY OF PRINCE ALBERT BYLAW NO. 25 OF 2023

*A Bylaw of The City of Prince Albert to amend
the City of Prince Albert Official Community Plan, being
Bylaw No. 21 of 2015*

WHEREAS it is desirable to amend the City of Prince Albert Official Community Plan, Bylaw No. 21 of 2015;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF PRINCE ALBERT IN OPEN MEETING ASSEMBLED ENACTS AS FOLLOWS:

1. That Bylaw No. 21 of 2015 shall be amended in the manner hereinafter set forth:
 - a) That the Schedules 16.1.1 to 16.1.20 be amended to show that the corporate boundary of the City of Prince Albert has been amended in accordance with Schedule "A" of this bylaw; and
 - b) That Schedule 16.1.1 and 16.1.2 be amended to show that the area identified in Schedule "A" of this bylaw be designated as "Future Growth".
2. This bylaw shall come into force on the date of Ministerial approval.

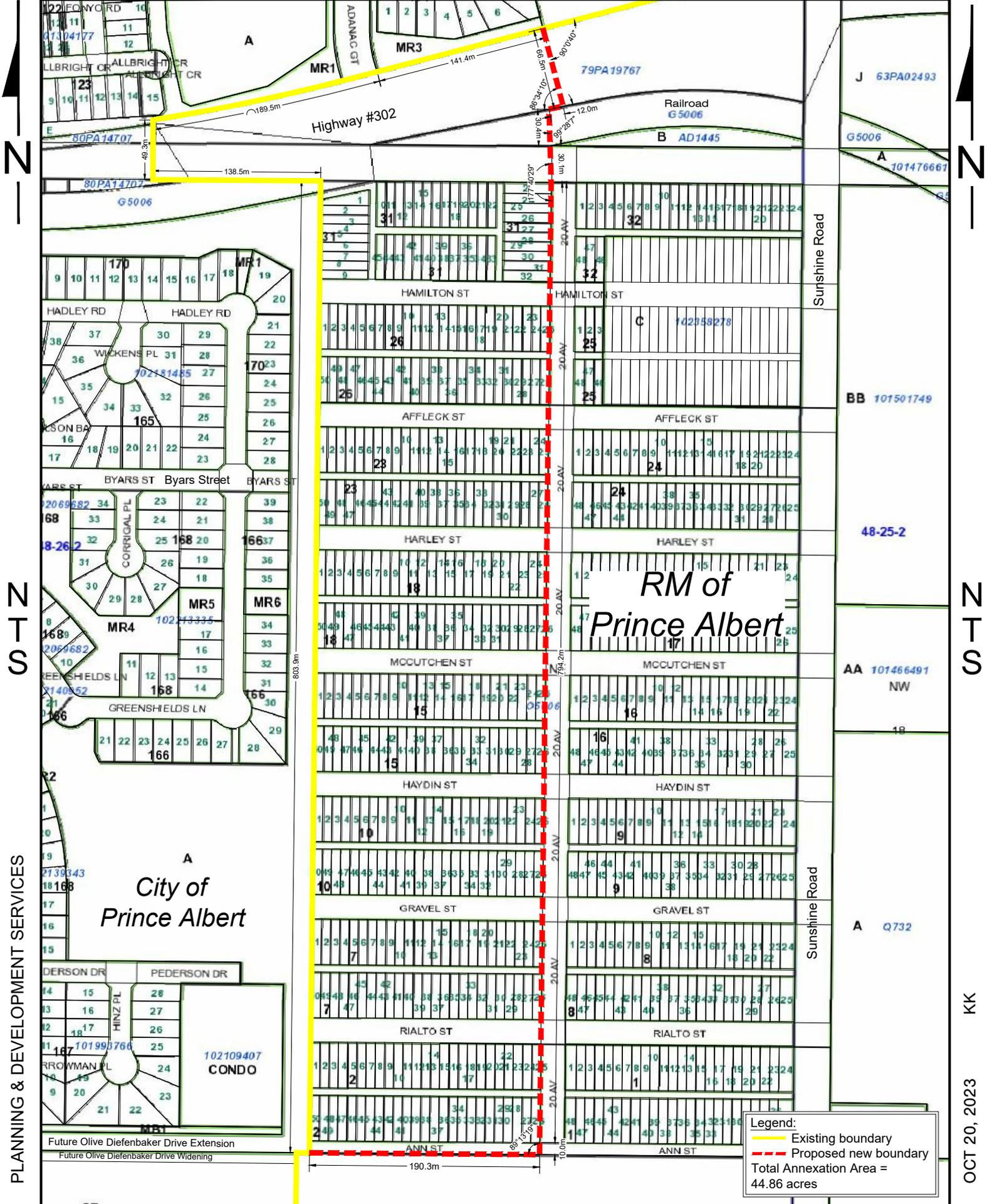
INTRODUCED AND READ A FIRST TIME THIS _____ DAY OF _____, A.D., 20 .

READ A SECOND TIME THIS _____ DAY OF _____, A.D., 20 .

READ A THIRD TIME AND PASSED _____ DAY OF _____, A.D., 20 .

MAYOR

CITY CLERK



Legend:

- Existing boundary
- Proposed new boundary

Total Annexation Area = 44.86 acres

PLANNING & DEVELOPMENT SERVICES

OCT 20, 2023

CITY OF PRINCE ALBERT BYLAW NO. 26 OF 2023

*A Bylaw of The City of Prince Albert to amend
the Zoning Bylaw, being Bylaw No. 1 of 2019*

WHEREAS it is desirable to amend the City of Prince Albert Zoning Bylaw No. 1 of 2019;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF PRINCE ALBERT IN OPEN MEETING ASSEMBLED ENACTS AS FOLLOWS:

1. The City of Prince Albert Zoning District Map, being “Appendix B” Zoning Map and Amendments is hereby amended as follows:
 - i) To show that the corporate boundary of the City of Prince Albert has been amended in accordance with Schedule “A” of this bylaw;
 - ii) To show that the area identified in Schedule “A” of this bylaw be designated as FUD – Future Urban Growth; and
2. The City of Prince Albert Airport Overlay, being Appending “C” and the Fire Hazard Overlay, being Appendix “D” be amended to show that the corporate boundary of the City of Prince Albert has been amended in accordance with Schedule “A” of this bylaw;
3. This Bylaw shall come into force and take effect on, from and after the final passing thereof.

INTRODUCED AND READ A FIRST TIME THIS _____ DAY OF _____, A.D., 2023.

READ A SECOND TIME THIS _____ DAY OF _____, A.D., 2023.

READ A THIRD TIME AND PASSED _____ DAY OF _____, A.D., 2023.

MAYOR

CITY CLERK



CITY OF PRINCE ALBERT PUBLIC NOTICE

BYLAW AMENDMENTS BYLAW NO. 24, 25 and 26 OF 2023

Public Notice is hereby given that the Council of the City of Prince Albert intends to consider Bylaw No. 24, 25 and 26 of 2023 to amend the following:

- Bylaw No. 18 of 2018, known as the Prince Albert Planning District Official Community Plan,
- Bylaw No. 21 of 2015, known as the City of Prince Albert Official Community Plan, and
- Bylaw No. 1 of 2019, known as the City of Prince Albert Zoning Bylaw.

Reason for the Amendment: At the City Council meeting held November 6th, 2023, first reading of the above noted bylaws was given and Administration was authorized to provide Public Notification for a Public Hearing. Bylaw No. 24 of 2023 proposes to amend Figures 1 – 3 of the District Official Community Plan in order to show the new municipal boundary and identify the land as “Urban Municipality”. Bylaw No. 25 of 2023 propose to amend Schedule 16.1.1 – 16.1.20 of the City of Prince Albert Official Community Plan in order to show the new municipal boundary and identify the land as “Future Growth”. Bylaw No. 26 of 2023 proposes to amend “Appendix B” of the City of Prince Albert Zoning Bylaw in order to show the new municipal boundary and identify the land as “FUD – Future Urban Development”, and to amend Appending “C” and “D” to show the new municipal boundary.

Therefore, City Council, at its meeting to be held on November 6th, 2023 at 5:00 p.m., will consider all submissions both written and verbal respecting the Public Hearing for the above bylaw. If you would like your written submission reviewed by City Council PRIOR to the meeting, it would be preferable if it were provided by 4:45 p.m. on Tuesday, October 31st, 2023. In accordance with City Council’s Procedure Bylaw No. 23 of 2021, any written submissions must be provided to the City Clerk. Verbal submissions shall be heard during the Public Hearing portion of the meeting.

INFORMATION – Information regarding the proposed amendment may be directed to the following without charge

**Planning and Development Services
City Hall, 1084 Central Avenue
Prince Albert SK, S6V 7P3
8:00 am to 4:45 pm – Monday to Friday (except holidays)
Phone 306-953-4370**

Issued at the City of Prince Albert, this 16th day of November, 2023
Terri Mercier, City Clerk



RPT 21-74

TITLE: Annexation - Byars Street Extensions

DATE: February 17, 2021

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That City Council support the proposed boundary alteration between the City of Prince Albert and the Rural Municipality of Prince Albert No. 461; and
2. That City Administration meet with representatives from the Rural Municipality of Prince Albert No. 461 to negotiate the proposed annexation settlement, as well as the terms of the annexation agreement.

TOPIC & PURPOSE:

The purpose of this report is to formally initiate the boundary alteration (annexation) process between the City and the RM of PA. The proposed annexation pertains to the land the City needs in order to support the extension of Byars Street, and in the future, Olive Diefenbaker Drive.

BACKGROUND:

On February 1, 2021, City Administration presented the proposed annexation to the Executive Committee incamera.

On February 11, 2021, City Administration presented the proposed annexation to the Council of the RM of Prince Albert. The presentation was met with a few inquiries about taxation and timing, and was generally well received.

Municipal boundary alteration, or annexation, is when land from one municipality (rural or urban) is transferred to a neighbouring municipality. The result of an annexation is the legal and physical change to the boundaries of both municipalities. This process is heavily legislated and has a number of steps, some of which are: consultation with the subject municipality, negotiation of an annexation settlement (payment for the land in question) and the annexation agreement, and public notice. The proposed annexation of land from the RM of PA is required in the short term to support the extension of Byars Street, and in the long term to support the extension of Olive Diefenbaker Drive and other related rights-of-way. Attached is a map that

shows the proposed location of the new City limits, the size of the area to be annexed and the general, proposed location of the Byars Street extension.

Speaking specifically to the extension of Byars Street, the Department of Public Works has included \$200,000 in the 2021 budget for the required engineering design and geotechnical work and \$700,000 will be added to the 2022 budget for construction.

PROPOSED APPROACH AND RATIONALE:

In order to support the extension of Byars Street, as well as the future extension of critical rights-of-way located throughout the Crescent Acres Neighbourhood (in accordance with the Transportation Master Plan and the future Crescent Acres Neighbourhood Plan), the annexation of land is required. The following steps will need to be taken to initiate the annexation process:

1. City Administration will make a formal presentation to the Prince Albert District Planning Commission (PADPC) and the Council of the RM of PA (completed Feb 11, 2021);
2. With a complementary resolution from the RM of PA, the City and representatives from the RM may begin negotiating the annexation settlement and the terms of the related agreement. For this annexation, the City intends to propose a financial settlement that is similar to what has been negotiated in the past. The value of the settlement will be directly connected to the current, agricultural tax rate applied to the land in question, multiplied by a number of years; and
3. Once the annexation settlement and the terms of the agreement have been determined, Administration will report back to City Council with further information and request that Council issue public notice. A proposed timeline and sequence of events has been attached to this report for information.

CONSULTATIONS:

As part of the annexation process, a number of City and RM representatives will be corresponding regularly and will form the annexation team:

- Department of Planning and Development Services
 - Director and Planning Manager
- Department of Public Works
 - Director and Capital Projects Manager
- City Solicitor's Office
- City Clerk's Office
- City Manager's Office
- Director of the Prince Albert District Planning Commission
- RM of Prince Albert
 - Reeve and RM Administrator

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Going forward, Administration will continue to correspond with the necessary parties noted above, report when required to City Council, and will issue public notice once prepared.

FINANCIAL IMPLICATIONS:

As part of the annexation process, the City and the RM of PA will be negotiating an annexation settlement. Administration intends to propose a settlement that is similar to what has been negotiated in the past; the value of the settlement will be directly connected to the current, agricultural tax rate applied to the land in question, multiplied by 22.5 years.

Other costs associated with this project will pertain to administrative elements such as issuing the public notice, preparing and reviewing the legal agreement, and any documentation that may be required by Information Services Corporation (ISC) or others.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no policy or privacy implications to consider with this report, nor are there any options to the recommendations.

STRATEGIC PLAN:

In order to ensure that the result of this annexation is mutually beneficial, and that the annexation process and related negotiations go as smoothly as possible, Administration intends to manage and complete this process in a fair and transparent manner, capturing the essence of one of our core values,

“Accountable and Transparent

We will make decisions based on clear and proactive criteria and we will provide information that is relevant, accessible, timely and accurate.”

OFFICIAL COMMUNITY PLAN:

As stated in Section 8.1 of the OCP, the City shall, “...Invest in building and maintaining infrastructural facilities/services in a comprehensive, sustainable and innovative manner”. Additionally, the City shall not “...annex [land] unless accompanied by a strategy for extending services and allocation costs;” In this regard, this annexation is required as it supports the continued growth of the city through the implementation of the Transportation Master Plan and the future Crescent Acres Neighbourhood Plan.

PUBLIC NOTICE:

In accordance with *The Cities Act*, formal public notice is required. Once the annexation settlement and agreement have been prepared and finalized, notice will be issued for two consecutive weeks in the Prince Albert Daily Herald, and written notice will be mailed to the following:

- Each person assessed on the last revised assessment roll with respect to land or improvements located in the area affected by the proposed alteration, amalgamation or restructuring;

- The Councils of all other municipalities affected by the proposed alteration, amalgamation or restructuring; and
- The boards of all school divisions affected by the proposed alteration, amalgamation or restructuring.

At minimum, the notice will provide the following information:

- A map, a description of the boundaries proposed to be altered and a brief explanation of the reasons for the proposal; and
- A statement that any person may, within four weeks from the last publication of the notice, file a written objection to the proposed alteration, amalgamation or restructuring in the office of the clerk.

PRESENTATION: None

ATTACHMENTS:

1. Annexation Timing and Next Steps
2. Annexation and Byars Street Extension - Location Plan with Aerial
3. Annexation and Byars Street Extension - Neighbourhood Location Plan with Aerial

Written by: Kristina Karpluk, Planning Manager

Approved by: Director of Planning and Development Services & City Manager



City of Prince Albert

RPT 21-552

TITLE: Byars Street Annexation - Next Steps

DATE: November 30, 2021

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That Administration forward the attached draft Byars Street Annexation Agreement to the Rural Municipality of Prince Albert No. 461 for consideration, once finalized;
2. That Administration forward the Annexation Application to the Rural Municipality of Prince Albert No. 461 for consideration, once prepared;
3. That Administration proceed with and complete public notification in the first quarter of 2022; and
4. That the Mayor and City Clerk be authorized to execute the Byars Street Annexation Agreement, Annexation Application and any other related documentation, on behalf of the City, once finalized.

TOPIC & PURPOSE:

The purpose of this report is to provide City Council with an update on the progress of the Byars Street Annexation and to authorize the next steps.

BACKGROUND:

Previous Council Resolution

On February 22, 2021, City Council passed the following resolutions,

“0072

1. That the proposed Boundary Alteration between The City and the Rural Municipality of Prince Albert No. 461, be supported; and,

2. That Administration meet with representatives from the Rural Municipality of Prince Albert No. 461 to negotiate the proposed annexation settlement, as well as the terms of the Annexation Agreement.”

Negotiations

Since February, Administration met with representatives of the RM of Prince Albert twice to negotiate the annexation settlement and the terms of the annexation agreement. During negotiations, the City shared the following:

1. The rationale behind the annexation, which, primarily, is the extension of Byars Street and its connection to Highway No. 302, in 2023;
2. The proposed annexation area, which is an area of land sufficient to extend Byars Street in the short term, as well as extend Olive Diefenbaker Drive and construct 21st Avenue East in the longer term; and
3. The proposed annexation settlement, which is property taxes per acre (rural agricultural rate), multiplied by the total annexation area (in acres), multiplied by 22. 5 years for a total of approximately \$8200.

As a result, and through the discussions surrounding the proposed annexation of 48th Street by the RM of Prince Albert, no issues were raised with the above noted terms.

PROPOSED APPROACH AND RATIONALE:

Next Steps

At this time and in order to move this annexation forward, a number of steps need to be taken, which include:

1. Finalization of the annexation agreement and annexation application. Administration is in the process of preparing these now and a draft version of the annexation agreement has been attached for review. The annexation application is a compilation of documentation already approved by City Council and the RM of Prince Albert, certified copies of formal resolutions, a map of the area in question (see attached), rationale for the annexation, etc. Once complete, these will be forwarded to the RM of Prince Albert for review and approval. Note, these documents are not to be executed until after public notice has been completed.
2. Issuance of Public Notice, which may include a separate public meeting (see the Public Notice section below for more information). A public meeting is only required when those property owners who received a formal public notice letter register formal opposition with the City (Cities Act, Section 43(1)). In this case, those parties are:
 - The City of Prince Albert
 - The Ministry of Highways and Infrastructure (Her Majesty the Queen),
 - Carlton Trail Railway Company, and
 - One private land owner.

3. Execution of the annexation agreement and annexation application.

Once the above noted work has been completed, the City will submit the annexation application, including the annexation agreement, to Community Planning for review. From there, subject to their review and approval, the application will be forwarded to the Minister of Government Relations for final approval (by Ministerial Order).

There are a number of factors that could arise that would alter the steps noted above. This represents the best case scenario and the goal is to complete the work by quarter two (2) 2022.

CONSULTATIONS:

To date, a number of different parties have been consulted in order to move this project forward, they include:

- City Administration (Planning and Development Services, Public Works, City Clerk's Office, City Solicitor's Office, City Manager's Office and Financial Services – Assessment),
- The Director of the Prince Albert District Planning Commission,
- Representatives of the RM of Prince Albert, and
- The Ministry of Highways and Infrastructure.

Administration has also consulted with the Director of Community Planning on the next steps and what to expect as this process moves forward.

Administration reached out to the sole property owner (located in the RM of Prince Albert) affected by this annexation to discuss the implications, options and next steps.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Once the annexation agreement and annexation application have been finalized by Administration, they will be sent to the RM of Prince Albert. Administration will continue to remain in contact with them throughout the remainder of this project to ensure all necessary information is shared and all questions are answered.

FINANCIAL IMPLICATIONS:

As noted above, this annexation will include an annexation settlement, to be paid to the RM of Prince Albert. The settlement value is based on the property taxes per acre (rural agricultural rate) multiplied by the number of acres being annexed (45.4) multiplied by 22.5 years or $\$7.99 \times 45.4 \times 22.5 = \8161.79 . This cost has been budgeted for by Public Works as part of the Byars Street extension project.

Because the one private land owner is affected very minimally by this annexation, there may be an opportunity to purchase the affected land from them. This is something that Administration is currently discussing with them and if further approval is required it will be brought forward in a timely manner.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no options to the recommendation to consider, nor any privacy or policy considerations to be aware of for this report.

STRATEGIC PLAN:

While annexation is not specifically a part of the City's strategic plan, the plan is based on the City's goals of excellence in service and fiscal responsibility. In approving the RM's proposed annexation, we can re-direct resources from the ongoing maintenance of this portion of right-of-way to other areas of the city and we can secure continued access for the abutting property owners as well as for future city infrastructure.

OFFICIAL COMMUNITY PLAN:

As stated in Section 8.1 of the Official Community Plan, the City shall, "...Invest in building and maintaining infrastructural facilities/services in a comprehensive, sustainable and innovative manner". Additionally, the City shall not "...annex [land] unless accompanied by a strategy for extending services and allocation costs;" In this regard, this annexation is required as it supports the continued growth of the city through the implementation of the Crescent Acres Neighbourhood Plan and the Transportation Master Plan.

PUBLIC NOTICE:

For this report, public notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

Prior to executing the annexation agreement and annexation application, the following public notice will be issued:

1. Notice will be published once each week for two consecutive weeks in the paper circulating in the area affected by the proposed annexation; and
2. Notice shall be delivered by ordinary mail to:
 - Each person assessed on the last revised assessment roll with respect to land or improvements located in the area affected (to be confirmed):
 - The City,
 - The Ministry of Highways and Infrastructure (Her Majesty the Queen),
 - Carlton Trail Railway,
 - One private land owner,
 - To the municipalities affected - RM of PA, and
 - To the school divisions affected – Sask. Rivers Public School Division and the Prince Albert Roman Catholic School Division.

The public will have four (4) weeks from the last day the newspaper article was run to submit concerns or objections to the City.

ATTACHMENTS:

1. Annexation Area Location Plan with Aerial
2. Draft Annexation Agreement

Written by: Kristina Karpluk, Planning Manager

Approved by: Director of Planning and Development Services & City Manager



Government
of
Saskatchewan

Minister of
Government Relations
Legislative Building
Regina, SK Canada S4S 0B3

46

**MINISTER'S ORDER
ALTERATION OF BOUNDARIES
BETWEEN THE CITY OF PRINCE ALBERT AND
THE RURAL MUNICIPALITY OF PRINCE ALBERT NO. 461**

1. Pursuant to sections 43 and 44 of *The Cities Act*, the Council of the City of Prince Albert has submitted an application to alter its boundaries to the Minister of Government Relations.
2. Upon consideration of the application, the Minister is of the opinion the municipalities affected will be viable entities following the alteration of boundaries. Therefore, the undersigned hereby orders, pursuant to sections 44 and 51 of *The Cities Act*, that:
 - (a) the boundaries of the City of Prince Albert and the Rural Municipality of Prince Albert No. 461 be altered by withdrawing from the Rural Municipality of Prince Albert No. 461 and adding to the City of Prince Albert the territory described in Schedule A;
 - (b) Schedule B is conclusively deemed to be the legal description of the boundary of the City of Prince Albert; and
 - (c) the alteration shall take effect on and from the date of this order.

Dated at Regina, in the Province of Saskatchewan, the 19 day of September, 2023.

A handwritten signature in blue ink that reads "Sheldon Green".

Sheldon Green, Assistant Deputy Minister for and on
behalf of the Minister of Government Relations

SCHEDULE A

The boundaries of the City of Prince Albert are altered by adding to the City of Prince Albert and withdrawing from the Rural Municipality of Prince Albert No. 461 the territory lying within:

Township 48, Range 26, West of the Second Meridian and described as:

1. The following portions of the north-eastern quarter section of Section 13:
 - a. that portion of land within the area commencing at the south-western corner of St/L 27, Plan O5006 Ext 0, thence easterly along the southern boundary of St/L 27, Plan O5006 Ext 0 to the south-eastern corner of St/L 27, Plan O5006 Ext 0, thence northerly along the western boundary of:
 - i. St/L 4, Plan O5006 Ext 0
 - ii. St/L 35, Plan O5006 Ext 0;
 - iii. St/L 15, Plan O5006 Ext 0;
 - iv. St/L 36, Plan O5006 Ext 0;
 - v. St/L 5, Plan O5006 Ext 0;
 - vi. St/L 37, Plan O5006 Ext 0;
 - vii. St/L 7, Plan O5006 Ext 0;
 - viii. St/L 38, Plan O5006 Ext 0;
 - ix. St/L 6, Plan O5006 Ext 0;
 - x. St/L 39, Plan O5006 Ext 0;
 - xi. St/L 26, Plan O5006 Ext 0;
 - xii. St/L 40, Plan O5006 Ext 0;
 - xiii. St/L 3, Plan O5006 Ext 0;
 - xiv. St/L 41, Plan O5006 Ext 0;
 - xv. St/L 25, Plan O5006 Ext 0;
 - xvi. St/L 42, Plan O5006 Ext 0;thence westerly along the southern boundary of ORA 27-48-26-2 Ext 0, to the north-eastern corner NE-13-48-26-2, Plan G5006 Ext 1, thence south-westerly

along the northern boundary of St/L 14, Plan O5006 Ext 0 to the north-western corner of St/L 14-Plan O5006 Ext 0, thence southerly along the eastern boundary of Parcel A, Plan O5006 Ext 8 returning to the point of commencement;

b. NE-13-48-26-2, Plan G5006 Ext 1;

2. that portion of the south-eastern quarter section of Section 24, commencing at the north-western corner of SE-24-48-26-2, Plan 79PA19767 Ext 1, thence north-easterly along the northern boundary of SE-24-48-26-2, Plan 79PA19767 Ext 1 to the south-eastern corner of Parcel MR3, Plan 102094354 Ext 0, thence south-easterly, perpendicular to the southern boundary of Parcel MR3, Plan 102094354 Ext 0 across the entirety of SE-24-48-26-2, Plan 79PA19767 Ext 1, thence south-westerly for a distance of 12 metres along the northern boundary of SE-24-48-26-2, Plan G5006 Ext 1, thence southerly across SE-24-48-26-2, Plan G5006 Ext 1 to the western corner of Parcel B, Plan AD1445 Ext 4, thence southerly across ORA 27-48-26-2 Ext 0 to the southern boundary of ORA 27-48-26-2 Ext 0, thence westerly for a distance of 328.8 metres along the southern boundary of ORA 27-48-26-2 Ext 0, thence northerly across ORA 27-48-26-2 Ext 0 to the south-western corner of SE-24-48-26-2, Plan 79PA19767 Ext 1, thence northerly along the western boundary of SE-24-48-26-2, Plan 79PA19767 Ext 1 returning to the point of commencement.

SCHEDULE B

The boundaries of the City of Prince Albert shall comprise the territory in the Province of Saskatchewan lying within:

Township 48, Range 25, West of the Second Meridian and described as:

- (1) all that portion of Section 19 lying south of the south bank of the North Saskatchewan River and north of the north boundary of Parcel D, Plan 63PA02493.

Township 49, Range 25, West of the Second Meridian and described as:

- (1) that portion of fractional Sections 7, 17 and 18 lying west and north of the northerly bank of the North Saskatchewan River;
- (2) Section 19;
- (3) that portion of fractional Section 20 lying west and north of the northerly bank of the North Saskatchewan River;
- (4) that portion of fractional Sections 21, 22 and 23 lying north of the northerly bank of the North Saskatchewan River;
- (5) Sections 26 and 27.

Township 48, Range 26, West of the Second Meridian and described as:

- (1) That portion of fractional Section 10 lying north and east of a line commencing at the intersection of the western boundary of fractional Section 10 with the north east corner of Parcel G, Plan 76PA02639, thence southerly, easterly and southerly along the easterly boundary of said Parcel G to the north west corner of Parcel Q, Plan 76PA04244; thence southerly along the west boundary of said Parcel Q and southerly production thereof to the south boundary of said fractional Section 10, INCLUDING adjoining road allowances and widening thereto lying south and east thereof;
- (2) That portion lying westerly of the easterly boundary of Highway 3, road Plan 70PA09480 being north of the north limit of Block 51, Plan 101817154 and easterly projection thereof;
- (3) Lot 1, Block 44 and road, Plan 00PA05141;
- (4) Parcels 49 and 54, Plan 101816939;

- (5) Parcels 43, 44 and 45, Plan AK2420;
- (6) Parcel E, Plan BY2431;
- (7) Parcel 52, Plan 101817165;
- (8) Portion of road, Plan AK2420 lying north west of the northerly limit of railway Plan AC1771;
- (9) Parcel A, Plan Q865 in the north east quarter of fractional Section 12;
- (10) Parcel E, Plan 101288224;
- (11) Parcel F, Plan 101288280;
- (12) the following portions of fractional Section 13:
 - (a) legal subdivisions 2 and 7; and
 - (b) the most westerly 421.234 metres in perpendicular width throughout of the north west quarter;
- (13) all of fractional Section 24 and road allowance to the east, lying northerly of the northerly boundary of road Plans 79PA19767 and 80PA14707, and west of the easterly boundary and southerly production thereof of said road Plan 80PA14707 to the intersection with the northerly limit of railway Parcel G5006;
- (14) the following portions of the original Hudson's Bay Company Reserve and original Prince Albert Settlement:
 - (a) that portion lying between the southerly boundary of 36th Street East, Plan AK2420 and the southerly bank of the North Saskatchewan River; and
 - (b) River Lots 60 to 82;
- (15) the following portions of the north-eastern quarter section of Section 13:
 - (a) that portion of land within the area commencing at the south-western corner of St/L 27, Plan O5006 Ext 0, thence easterly along the southern boundary of St/L 27, Plan O5006 Ext 0 to the south-eastern corner of St/L 27, Plan O5006 Ext 0, thence northerly along the western boundary of:
 - i. St/L 4, Plan O5006 Ext 0
 - ii. St/L 35, Plan O5006 Ext 0;

- iii. St/L 15, Plan O5006 Ext 0;
- iv. St/L 36, Plan O5006 Ext 0;
- v. St/L 5, Plan O5006 Ext 0;
- vi. St/L 37, Plan O5006 Ext 0;
- vii. St/L 7, Plan O5006 Ext 0;
- viii. St/L 38, Plan O5006 Ext 0;
- ix. St/L 6, Plan O5006 Ext 0;
- x. St/L 39, Plan O5006 Ext 0;
- xi. St/L 26, Plan O5006 Ext 0;
- xii. St/L 40, Plan O5006 Ext 0;
- xiii. St/L 3, Plan O5006 Ext 0;
- xiv. St/L 41, Plan O5006 Ext 0;
- xv. St/L 25, Plan O5006 Ext 0;
- xvi. St/L 42, Plan O5006 Ext 0;

thence westerly along the southern boundary of ORA 27-48-26-2 Ext 0, to the north-eastern corner NE-13-48-26-2, Plan G5006 Ext 1, thence south-westerly along the northern boundary of St/L 14, Plan O5006 Ext 0 to the north-western corner of St/L 14-Plan O5006 Ext 0, thence southerly along the eastern boundary of Parcel A, Plan O5006 Ext 8 returning to the point of commencement;

(b) NE-13-48-26-2, Plan G5006 Ext 1;

- (16) that portion of the south-eastern quarter section of Section 24, commencing at the north-western corner of SE-24-48-26-2, Plan 79PA19767 Ext 1, thence north-easterly along the northern boundary of SE-24-48-26-2, Plan 79PA19767 Ext 1 to the south-eastern corner of Parcel MR3, Plan 102094354 Ext 0, thence south-easterly, perpendicular to the southern boundary of Parcel MR3, Plan 102094354 Ext 0 across the entirety of SE-24-48-26-2, Plan 79PA19767 Ext 1, thence south-westerly for a distance of 12 metres along the northern boundary of SE-24-48-26-2, Plan G5006 Ext 1, thence southerly across SE-24-48-26-2, Plan G5006 Ext 1 to the western corner of Parcel B, Plan AD1445 Ext 4, thence southerly across ORA 27-48-26-2 Ext 0 to the southern boundary of ORA 27-48-26-2 Ext 0, thence westerly for a distance of 328.8 metres along the southern boundary of ORA 27-48-26-2 Ext 0, thence northerly across ORA 27-48-26-2 Ext 0 to the south-western corner of SE-24-48-26-2, Plan 79PA19767 Ext 1, thence northerly along the western boundary of SE-24-48-26-2, Plan 79PA19767 Ext 1 returning to the point of commencement.

Township 49, Range 26, West of the Second Meridian and described as:

- (1) fractional Sections 4, 5, and 6 completely covered by the waters of the North Saskatchewan River;

- (2) the south half of Section 7, including that portion covered by the waters of the North Saskatchewan River;
- (3) Section 8, including that portion covered by the waters of the North Saskatchewan River;
- (4) fractional Sections 9 and 10, including each portion covered by the waters of the North Saskatchewan River;
- (5) that portion of fractional Section 11 lying north and west of a line drawn from the intersection of the east boundary of fractional Section 24, Township 48, Range 26, West of the Second Meridian with the southerly bank of the North Saskatchewan River to the intersection of the west boundary of fractional Section 12 with the northerly bank of the North Saskatchewan River, including that portion covered by the waters of the North Saskatchewan River;
- (6) that portion of fractional Section 12 lying north of the northerly bank of the North Saskatchewan River;
- (7) Sections 13, 14 and 15;
- (8) the south east quarter of Section 16;
- (9) that portion of the east half of Section 17 and south road allowance lying east of the westerly boundary of Block D, Plans 59PA12220 and 72PA17190, and easterly of the southerly projection of the said westerly boundary of Block D, Plan 59PA12220; and
- (10) Section 24.

Township 49, Range 27, West of the Second Meridian and described as:

- (1) that portion of fractional Section 1 completely covered by the waters of the North Saskatchewan River lying east of the northerly production of the eastern boundary of River Lot 59 of the original Prince Albert Settlement; and
- (2) the following portions of Section 12:
 - (a) that portion known as Betts Island; and
 - (b) that portion lying south of the southerly bank of Betts Island completely covered by the waters of the North Saskatchewan River and lying east of the northerly production of the east boundary of River Lot 59 of the

original Prince Albert Settlement.

Unless otherwise specified, the sections and portions of sections described in the above schedules include the adjoining south and west road allowances, intersections thereof and widenings thereto by plan of survey.

For description purposes, the land acquired by plan of survey for widening to an adjoining road allowance is deemed to be part of the road allowance.

The said plans of survey are of record with Information Services Corporation of Saskatchewan.



RPT 23-394

TITLE: Downtown Business Incentive

DATE: **October 23, 2023**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the “Downtown Business Incentive Program” be approved

TOPIC & PURPOSE:

To approve the Downtown Business Incentive program

BACKGROUND:

At the July 18, 2022 Executive Committee, a letter from the Prince Albert Downtown Business Improvement District was considered. The letter was then forwarded to the Department of Planning and Development Services for review and report.

In the letter from PADBID, a number of potential programs were provided to Executive Committee as examples of what other communities do to promote Economic Development in their Downtown areas.

In Q4 of 2022 the Director of Planning and Development Services met with the Executive Director of PADBID to discuss their letter in detail while also exploring a number of potential incentives.

On June 21st, the Director of Planning and Development Services, along with the Director of Finance and the City Assessor, again met with members of the PADBID Board to discuss their request for downtown incentives. Through these discussions, it was determined that the attached program would satisfy their request. The Economic Development Manager will track the success of this program and will continue to work with PADBID to improve the effectiveness of the program as necessary, moving forward.

At the September 11 Executive Committee meeting, Resolution 0211 was approved as follows:

“That the DRAFT Downtown Business Incentive program as described in Attachment #1 to RPT 317-23 be approved, and that Administration provide a formal program to City Council for consideration.”

PROPOSED APPROACH AND RATIONALE:

Cities often incentivize development in their downtown areas for various reasons as it can bring about numerous social, economic and cultural benefits:

- Downtown areas are often the historical and cultural heart of a city. Encouraging development in these areas can breathe new life into aging buildings and infrastructure, making the City more attractive to residents, tourists and businesses.
- Vibrant downtowns can act as economic stimulators, attracting a variety of businesses, which can lead to job creation and increased tax revenues.
- Concentrating development in a downtown area can encourage a pedestrian friendly environment, making it easier for people to walk and maximizing the use of public infrastructure.
- A vibrant downtown can host cultural events, festivals and public gatherings such as the Prince Albert Downtown Street fair and Farmers Market, which fosters a sense of community.
- A lively and attractive downtown can make a City more attractive to a skilled workforce, leading to increased talent attraction and retention for business in the area.

With the creation of larger commercial nodes throughout the City, it is more important than ever to create incentives to attract businesses to the downtown core. Downtown continues to serve as a value niche business district in Prince Albert, and incentives such as this are vital to ensure its sustainability.

For these reasons, just to list a few, administration recommends the approval of the attached incentive program that can attract new business into the downtown core. The program that is attached to this report attracts not only new construction projects on vacant lots, but also potentially the redevelopment of current buildings located in the downtown, which leads to an increase in assessed value. The best and most common way to incentivize downtown development is through taxation incentives. This program as described, provides a full 100% tax abatement to properties located in the downtown, which is currently not provided in any other area of the City, making this a unique program to the downtown area.

CONSULTATIONS:

The Director of Planning and Development Services consulted with the PADBID, and the Department of Finance in preparation of this report.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

The Director of Planning and Development Services will consult with PADBID upon City Council making a final decision.

FINANCIAL IMPLICATIONS:

Any new business that is attracted to the downtown area has the potential to create additional tax revenue for the City.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no policy implications, privacy implications or options to the recommendation

STRATEGIC PLAN:

A strategic Priority in the 2023-2025 Strategic Plan is Building a Robust Economy where creating flexible incentive programs will lead to increased economic opportunities downtown.

OFFICIAL COMMUNITY PLAN:

Section 6.9 of the Official Community Plan speaks to Downtown Revitalization.

PUBLIC NOTICE:

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

PRESENTATION:

None

ATTACHMENTS:

1. Downtown Incentive Program

Written by: Craig Guidinger, Director of Planning and Development Services

Approved by: City Manager

Downtown Business Incentive Program

Tax Abatement for New Construction or alterations in PADBID

This program will encourage new development in vacant and unused lands in the PADBID boundary of Prince Albert, or to encourage a significant alteration of a building that results in an increase in assessed value. The program will aim to abate 100% of taxes over a five year period. This program is intended to incentivize development in the City of Prince Albert Downtown area.

Criteria

1. Within the boundaries of the PADBID established in Schedule “A” in *Bylaw No. 4 of 2005, Downtown Business Improvement District Bylaw*.
2. All taxes and charges related to the property must be in good standing with the City of Prince Albert
3. Improvements must comply with *National Building Code of Canada*, the *Uniform Building and Accessibility Standards Act*, the *City of Prince Albert Zoning Bylaw No. 1 of 2019*
4. One application per property within the 60 month period of this program
5. All project’s eligibility will be determined by City Council

Eligible

New construction on vacant lands or redevelopment plans involving the demolition and rebuilding of a commercial property in the PADBID boundaries.

Redevelopment or alteration of an existing building within the downtown area that results in an increase in assessed value.

Only the value of the new building or alteration will count towards the Abatement. None of the costs, taxes or fees incurred prior to the new construction or alteration project will be eligible for this program

Incentive

Five Year: 100% abatement



RPT 23-396

TITLE: Signature Developments - Development Levy Agreement

DATE: October 24, 2023

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the Development Levy Agreement between Signature Development Corp. and the City of Prince Albert for the area known as the “Yard District” be approved.
2. That the Mayor and City Clerk be authorized to execute the Development Levy Agreement on behalf of the City, once prepared.

TOPIC & PURPOSE:

To approve the Development Levy Agreement between the City of Prince Albert and Signature Development Corporation for the area known as “The Yard District”.

BACKGROUND:

At the regular Council meeting dated September 7, 2021 City Council approved the Servicing Agreement between the City of Prince Albert and Signature Development Corp. as per Resolution number 0349 as follows:

1. *“That the Servicing Agreement between Signature Developments and the City of Prince Albert for the parcels legally described as Parcel 52, Plan No. 101817165, Parcel 45, Plan No. AK2420, Parcel 44, Plan AK2420, & Parcel 49, Plan 101816939 be approved, which may include further amendments as directed by the City Solicitor.*
2. *That the City Manager be authorized to approve further site plans, and engineering details and drawings in consultation with City Administration.*
3. *That the Subdivision of the subject lands legally described as Parcel 52, Plan No. 101817165, Parcel 45, Plan No. AK2420, Parcel 44, Plan AK2420, & Parcel 49, Plan 101816939 for commercial development be approved and that the Mayor and City Clerk be authorized to execute the final Subdivision plan once finalized.”*

Sections 31. and 32.(d) of the agreement state the following:

31. The Developer agrees to pay promptly to the City when due under the terms of this Agreement all development levies assessed and charged to the Developer respect of its development on the Land in accordance with the City of Prince Albert Development Levy Bylaw. The City acknowledges that upon the Developer submitting and the City approving the Subdivision Plans identifying the particulars of the stages development pursuant to Articles 4 and 5 herein, the City and the Developer will negotiate in good faith to enter an agreement to coordinate the timing of development levy assessment with such development staging in a manner compliant with said Bylaw.
- 32.(d) Development levies for sites 2 through 16 as identified on “Schedule A” shall be applied, due and paid at a later reasonable date to be agreed upon by the City and the Developer.

PROPOSED APPROACH AND RATIONALE:

Development Levies are fees that are imposed by a local government on property developers for the purpose of funding infrastructure and services that are necessary to support and accommodate new development within a community.

As per the above sections of the Servicing Agreement, administration has prepared a Development Levy Agreement to be executed by City Council. The agreement reflects a two phased approach to payment of the levies. A total of \$3,404,236 will be paid by October 2028.

Year	Phase 2	Phase 3	Total
2023	\$360,362		\$360,362
2024	\$360,362	\$320,485	\$680,847
2025	\$360,362	\$320,485	\$680,847
2026	\$360,362	\$320,485	\$680,847
2027	\$360,362	\$320,485	\$680,847
2028		\$320,485	\$320,485
	\$1,801,809	\$1,602,427	\$3,404,236

Also note that an additional \$1,465,426.05 in payments have already agreed upon for the first phase of this development.

In Total, the City will receive **\$4,869,662.05** in Development Levy payments as a result of the development of “The Yard District”

CONSULTATIONS:

Signature Development Corp., The City Manager’s Office, City Solicitor’s Office along with the Departments of Public Works and Finance were all consulted for the preparation of this report.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

The Developer will be contacted once the agreement is approved by City Council.

FINANCIAL IMPLICATIONS:

In Total, the City will receive **\$4,869,662.05** in Development Levy payments as a result of the development of "The Yard District"

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no other options to the recommendation or any policy, financial or privacy implications to consider with this report.

STRATEGIC PLAN:

As per the Strategic Plan 2023-2025, establishing an equitable Development Levy structure ensures the longevity of City infrastructure which is an area of focus in the plan.

OFFICIAL COMMUNITY PLAN:

Schedule 16.1.1 of The City of Prince Albert's Official Community Plan identifies the subject property as Highway Commercial land. As per S. 6.9.2, the purpose of Highway Commercial land is to:

"provide for regional retail and service commercial services with convenient, controlled access parking and without increasing traffic burdens upon the adjacent streets and highways".

The proposed development conforms to the above purpose as the intention is to develop the area into an entertainment and commercial service hub.

PUBLIC NOTICE:

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

PRESENTATION:

None

ATTACHMENTS:

1. Development Levy Agreement
2. Schedule B Payment Schedule
3. Schedule A Adendum (SDA)
4. Development Levy Map

Written by: Director of Planning and Development Services

Approved by: Director of Public Works, Director of Finance & City Manager

**SUBDIVISION DEVELOPMENT
ADDENDUM AGREEMENT
RE Article 32(d) Development Levies**

THIS ADDENDUM AGREEMENT made in duplicate this ___ day of _____, A.D. 2023.

BETWEEN:

THE CITY OF PRINCE ALBERT, a municipal corporation in the
Province of Saskatchewan (hereafter referred to as “the City”)

- and -

SIGNATURE DEVELOPMENT CORP., a Saskatchewan Corporation
carrying on business in the City of Prince Albert, in the province
of Saskatchewan (hereafter referred to as “**the Developer**”)

WHEREAS the City and the Developer have entered into a Subdivision Development Agreement attached hereto as **Schedule “A Addendum”** to this Addendum Agreement under date of October 29th, 2021 (“**the SDA**”) which will continue to be binding on the Parties in all respects on terms and that shall be further detailed herein in regard to the Development Levies referred to in Article 32(d) of the SDA;

AND WHEREAS the City acknowledges that the Developer has paid the first development levy installment due in respect of site/parcel #1 on Schedule “A” of the SDA in Phase One of the Development pursuant to and in compliance with Article 32(c)(i) of the SDA, and that further Phase One development levy installments are agreed to come due and be paid in accordance with Articles 32(c)(ii) and (iii) of the SDA;

AND WHEREAS Article 32(d) of the SDA provides that Development levies for sites 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 as identified on Schedule “A” of the SDA shall be applied, due and paid at a reasonable date to be agreed upon by the Parties;

AND WHEREAS the City and the Developer are agreed to now particularize in this Addendum Agreement their agreement and respective covenants as contemplated by Article 32(d) of the SDA for payment of Development levies for those development sites identified on Schedule “A” of the SDA as follows:

- In Phase Two of the Development as sites #2, #2A, #3, #4, #5, #6, #7, #8, #9A, #9B, #16 (collectively, “**the Phase Two Sites**”); and
- In Phase Three of the Development as sites #11, #13, #14, and all such other sites in Phase 3 for which subdivision and raising of titles have not as of the date of execution of this Addendum Agreement been completed and registered at Information Services Corporation (collectively, “**the Phase Three Sites**”);

NOW THEREFORE in consideration of the City of Prince Albert agreeing to the terms and covenants in this Addendum Agreement, and in consideration of the City continuing to permit the development of the lands upon the Developer's continuing performance of the terms of the SDA, the Parties covenant and agree as follows:

Development Levies Pursuant to Article 32(d) SDA

1. For each of the individual Phase Two Sites:
 - a. A Development levy will be payable in respect of each individual Phase Two Sites as shown on the attached site plan in an amount calculated as follows: **Forty Nine Thousand, One Hundred and Nine (\$49,109.00) Dollars per acre** for each Phase Two Site ("**Phase Two Site Levy**");
 - b. Each Phase Two Site Levy will be due and paid by the Developer to the City in five (5) equal installments as follows:
 - i. The first equal one-fifth installment of each individual Phase Two Site Levy will be due and paid no later than October 31, 2023;
 - ii. The second one-fifth installment of each individual Phase Two Site Levy will be due and paid no later than October 31, 2024;
 - iii. The third one-fifth installment of each individual Phase Two Site Levy will be due and paid no later than October 31, 2025;
 - iv. The fourth one-fifth installment of each individual Phase Two Site Levy will be due and paid no later than October 31, 2026;
 - v. The fifth and last one-fifth installment of each individual Phase Two Site Levy will be due and paid no later than October 31, 2027;
2. For each of the individual Phase Three Sites (whether or not title has yet been raised for such site as at the time of execution of this Addendum Agreement):
 - a. A Development levy will be payable in respect of each such individual Phase Three Sites in an amount calculated as follows: **Forty Nine Thousand, One Hundred and Nine (\$49,109.00) Dollars per acre** for each such Phase Three Site ("**Phase Three (2022) Site Levy**");
 - b. Each Phase Three Site Levy will be due and paid by the Developer to the City in five (5) equal installments as follows:

- i. The first equal one-fifth installment of each individual Phase Three Site Levy will be due and paid no later than October 31, 2024;
 - ii. The second one-fifth installment of each individual Phase Three Site Levy will be due and paid no later than October 31, 2025;
 - iii. The third one-fifth installment of each individual Phase Three Site Levy will be due and paid no later than October 31, 2026;
 - iv. The fourth one-fifth installment of each individual Phase Three Site Levy will be due and paid no later than October 31, 2027;
 - v. The fifth and last one-fifth installment of each individual Phase Three Site Levy will be due and paid no later than October 31, 2028.
3. For reference the Parties have attached as **Schedule "B"** to this Addendum Agreement a payment schedule to reflect the provisions and covenants contained in Articles 1 and 2 of this Addendum Agreement, provided that in the event that there is any discrepancy between Articles 1 and/or 2 of this Addendum Agreement and Schedule "B", the provisions of Articles 1 and/or 2 herein shall supersede and govern the Parties.
4. The Developer agrees to pay promptly to the City when due under the terms of this Addendum Agreement all development levies assessed and charged the Developer in respect of its development on the Land.
5. The Developer agrees to the following in respect of such development levies:
 - a. The City will not be obliged to issue Development Permit(s) and/or Building Permit(s) unless and until all development levies assessed, charged and due under the terms of the SDA and under this Addendum Agreement are paid in full.
 - b. The City shall be entitled, at any time the Developer is in default in making any payment required by this Addendum Agreement, to collect the payment owing in any manner permitted by law including, without limitation, by adding the total amount payable to the tax roll for the Lands; and that the City shall be entitled to recover the sum so added by action or in the same manner as taxes may be recovered.
 - c. All covenants contained in this Addendum Agreement shall be deemed to be covenants running with the Land and each building lot, and the City may register and maintain a caveat against the title thereto in perpetuity pending Developer performance. The City may by action or otherwise exercise all the rights and privileges granted in this Addendum Agreement and compel

compliance against all the obligations of any parties concerned, notwithstanding transfer of title covering the lands or any building lot thereon.

Payment Dates and Interest

6. All of the development levies and other fees, levies, installments and charges payable by the Developer to the City pursuant to this Addendum Agreement shall be due and payable upon the various dates specified in this Agreement.
7. Should any amount or invoice not be paid at the times or within the period so specified, interest shall be payable thereon by the Developer to the City at Bank of Canada prime rate plus two percent (2%) per annum on all such overdue accounts.
8. In addition to any other remedy which may be available to the City, should any amount invoiced to the Developer not be paid within the times specified, the City shall upon seven (7) days written notice to the Developer have the right to immediately stop construction until such amount or invoice has been paid.

Default

9. Default shall occur in this Addendum Agreement in the event that the Developer fails to make any payment when due and payable.
10. In the event of such default the City shall be entitled to:
 - a. Enter the Land and construct the Services, at the cost of the Developer, with an additional Administration fee equal to ten percent (10%) of the actual costs;
 - b. Terminate the Developer's rights to continue to construct the Services;
 - c. Present any Performance Security for payment in whole or in part;
 - d. Commence legal action for damages or for enforcement of the covenants of the Developer; and/or
 - e. Refuse to issue a building or development permit for any building located on the Land.

Covenants to Survive the Agreement

11. All covenants contained in this Addendum Agreement shall be deemed to be covenants running with the land and each building lot, and the City may register and maintain a caveat against the title(s) thereto in perpetuity. The City may by

action or otherwise exercise all the rights and privileges granted in this Agreement and compel compliance against all the obligations of any parties concerned, notwithstanding transfer of title covering the lands or any building lot thereon.

Entire Agreement

12. This Addendum Agreement and the SDA represent the entire understanding and agreement between the parties hereto and supersedes all prior negotiations and agreements between the parties. In the event of any conflict between the language of this Agreement and the language of the any other existing Agreement between the parties, the language of this Agreement shall prevail. No modification, variation, waiver, amendment or termination by mutual consent of this Addendum Agreement shall be effective unless such action is taken in writing and executed by both parties hereto.
13. Any amendment to this Addendum Agreement requested by the Developer must be submitted to the City's Director of Planning and Development Services. Any such amendment shall require the approval of the Council of the City of Prince Albert, and any amendment shall only be effective once signed and sealed by the representatives of the parties.

General

14. All references to the Developer include the Developer's permitted assigns and pursuant to Section 235 of *The Planning and Development Act, 2007*, the provisions of this Agreement are enforceable as against the Developer and the subsequent owners of the real property and each building lot.
15. This Addendum Agreement shall endure to the benefit of and be binding upon the parties hereto, and their respective permitted assigns.
16. Each of the provisions hereof is severable from any other provisions, and the invalidity or the unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions.
17. All covenants, provisions, conditions or agreements contained in the SDA shall survive and continue in force and effect unless contrary to the provisions in this Addendum Agreement.
18. Notwithstanding any future termination of this Addendum Agreement, all rights, actions and causes of action by the City as against the Developer in respect to any of the terms, covenants or conditions of this Agreement shall survive the termination of this Agreement.

19. The laws and jurisdiction of the Province of Saskatchewan shall govern this Addendum Agreement.

IN WITNESS WHEREOF Signature Development Corporation has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this _____ day of _____, A.D. 2023.

(Corporate Seal)

SIGNATURE DEVELOPMENT CORPORATION

Per: _____

Per: _____

IN WITNESS WHEREOF The City of Prince Albert has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this _____ day of _____, A.D. 2023.

(Municipal Seal)

THE CITY OF PRINCE ALBERT

MAYOR

CITY CLERK

SCHEDULE "B"

THE YARD DISTRICT												
PHASE 2 - DEVELOPMENT LEVIES				Proposed	Cost / ac	Total Cost	Oct-23	Oct-24	Oct-25	Oct-26	Oct-27	Total
Parcel 2				2.90	\$49,109	\$142,416	\$28,483	\$28,483	\$28,483	\$28,483	\$28,483	\$142,416
Parcel 2A	Cher Blaine			3.88	\$49,109	\$190,543	\$38,109	\$38,109	\$38,109	\$38,109	\$38,109	\$190,543
Parcel 3	Imperial Holdings			2.12	\$49,109	\$104,111	\$20,822	\$20,822	\$20,822	\$20,822	\$20,822	\$104,111
Parcel 4	Riverside Real Estate			4.00	\$49,109	\$196,436	\$39,287	\$39,287	\$39,287	\$39,287	\$39,287	\$196,436
Parcel 5	Athabasca Dene			3.59	\$49,109	\$176,301	\$35,260	\$35,260	\$35,260	\$35,260	\$35,260	\$176,301
Parcel 6	Athabasca Dene			3.67	\$49,109	\$180,230	\$36,046	\$36,046	\$36,046	\$36,046	\$36,046	\$180,230
Parcel 7	FFUN Developments			3.85	\$49,109	\$189,070	\$37,814	\$37,814	\$37,814	\$37,814	\$37,814	\$189,070
Parcel 8	Not Subdivided			3.53	\$49,109	\$173,355	\$34,671	\$34,671	\$34,671	\$34,671	\$34,671	\$173,355
Parcel 9A	Not Subdivided			1.96	\$49,109	\$96,254	\$19,251	\$19,251	\$19,251	\$19,251	\$19,251	\$96,254
Parcel 9B	Not Subdivided			1.96	\$49,109	\$96,254	\$19,251	\$19,251	\$19,251	\$19,251	\$19,251	\$96,254
Parcel 16	ROW			5.23	\$49,109	\$256,840	\$51,368	\$51,368	\$51,368	\$51,368	\$51,368	\$256,840
				36.69		\$1,801,809	\$360,362	\$360,362	\$360,362	\$360,362	\$360,362	\$1,801,809
PHASE 3 - DEVELOPMENT LEVIES				Proposed	Cost / ac	Total Cost	Oct-24	Oct-25	Oct-26	Oct-27	Oct-28	Total
Parcel 10	Pond				\$49,109	\$0						
Parcel 11	Not Subdivided			28.31	\$49,109	\$1,390,276	\$278,055	\$278,055	\$278,055	\$278,055	\$278,055	\$1,390,276
Parcel 13	ROW			3.53	\$49,109	\$173,355	\$34,671	\$34,671	\$34,671	\$34,671	\$34,671	\$173,355
Parcel 14	ROW			0.79	\$49,109	\$38,796	\$7,759	\$7,759	\$7,759	\$7,759	\$7,759	\$38,796
Parcel 15	ROW				\$49,109	\$0						\$0
Parcel 17	MRs				\$49,109	\$0						\$0
Parcel 18	MRs				\$49,109	\$0						\$0
Parcel 19	MRs				\$49,109	\$0						\$0
				32.63		\$1,602,427	\$320,485	\$320,485	\$320,485	\$320,485	\$320,485	\$1,602,427
Phase 2 & 3 Totals				69.32		\$3,404,236						\$3,404,236
Parcel 12 3.55ac. ROW has not been included in the calculation												
Note - 21 acre Residual Land has not been included in the Calculations												

Year	Phase 2	Phase 3	Total/Year
Year 2023	\$360,362		\$360,362
Year 2024	\$360,362	\$320,485	\$680,847
Year 2025	\$360,362	\$320,485	\$680,847
Year 2026	\$360,362	\$320,485	\$680,847
Year 2027	\$360,362	\$320,485	\$680,847
Year 2028		\$320,485	\$320,485
	\$1,801,809	\$1,602,427	\$3,404,236

October 24, 2023

SUBDIVISION DEVELOPMENT AGREEMENT

THIS AGREEMENT made in duplicate this 29th day of October, A.D. 2021.

BETWEEN:

THE CITY OF PRINCE ALBERT, a municipal corporation in the
Province of Saskatchewan (hereafter referred to as "the City")

- and -

SIGNATURE DEVELOPMENT CORP., a Saskatchewan Corporation
carrying on business in the City of Prince Albert, in the province
of Saskatchewan (hereafter referred to as "the Developer")

WHEREAS the Developer has a legal interest in real property legally described

as:

Surface Parcel # 146141906

Block/Parcel 45, Plan No. AK2420 Ext. 1;

Surface Parcel # 145342740

Block/Parcel 52, Plan No. 101817165 Ext. 4;

Street/Lane 1, Plan No. 00PA05141 Ext. 0; and a part of

Surface Parcel # 135898262

Block/Parcel 44, Plan No. AK2420 Ext. 127;

Surface Parcel # 135974605

Block/Parcel 49, Plan No. 101816939 Ext. 128; and

Street/Lane 32, Plan No. AK2420 Ext. 0

("the Land")

that is situated within the corporate limits of the City of Prince Albert, in the Province of Saskatchewan for which it has undertaken certain development obligations and will pursuant to the terms of this Agreement, *inter alia*, make application to the City for approval of a Plan of Survey on the terms specified in this Agreement, a copy of the site plan on which such Plan of Survey will be based is attached hereto and marked as Schedule "A";

AND WHEREAS the Developer has agreed to grant all necessary utility easements as directed by the City and to comply with all the covenants and conditions of this Agreement with respect to the development and servicing of the land in pursuance of the requirements of The City imposed under Section 172 of *The Planning and Development Act, 2007*;

NOW THEREFORE in consideration of the City of Prince Albert agreeing to the terms and covenants in this Agreement, and in consideration of the City's agreeing to

permit the development of the lands in compliance with the terms of this Agreement, the Parties covenant and agree as follows:

Definitions

1. Throughout this Agreement:

“City Standards” means The City of Prince Albert Design Standards or The City of Prince Albert Master Specifications or The City of Prince Albert Standard Detail Drawings, and shall also mean and include but not be limited to the standards and requirements established by:

- National Building Code of Canada and Supplements
- National Fire Code of Canada
- Canadian Electrical Code
- Canadian Labour Code
- Canadian Plumbing Code
- Canadian Standards Association Standards
- Provincial Environmental Regulations
- Provincial Drinking Water Regulations
- Provincial Effluent Regulations
- Municipal Bylaws and City Standards
- CAD Standards Manual
- City of Prince Albert Standard Design Drawings
- City of Prince Albert Transportation Master Plan
- Occupational Health and Safety Regulations
- City of Prince Albert Policies and Procedures;

“City Solicitor” means the person appointed to the Office of the City Solicitor for the City of Prince Albert, or authorized acting designate;

“City Manager” means the person appointed to the Office of the City Manager for the City of Prince Albert, or authorized acting designate;

“Custom Work Order” means the work completed by the City in accordance with the Custom Work Order Policy;

“Director of Community Services” means the Director of the Department of Community Services for the City of Prince Albert, or anyone authorized to act on their behalf;

“Director of Planning and Development Services” means the Director of the Department of Planning and Development Services for the City of Prince Albert, or anyone authorized to act on their behalf;

“Director of Public Works” means the Director of the Department of Public Works for the City of Prince Albert, or anyone authorized to act on their behalf;

“the Land” means the land outlined in red on the attached Schedule “A”, being approximately 41.88 hectares (103.5 acres) in size, to be confirmed by a Plan of Survey.

Schedules

2. Attached and forming part of this Agreement are the following Schedules:

Schedule “A”: Site Plan for the Land

Developers Responsibilities

3. Except as expressly provided herein, the Developer agrees that development and servicing within the Land for which subdivision will be proposed shall be their sole responsibility and it agrees to cause the Land to be serviced and developed by the supply, placement, installation, construction and maintenance of all services determined necessary by the City in accordance with City Standards, as such standards are approved by the City and confirmed by agreement in writing, formally executed by the City's authorized officers, either in this Agreement or by subsequent agreement or addendum hereto (herein to be collectively referred to as the “Services”), which Services include but are not limited to all required:

- a. Grading and levelling;
- b. Sanitary mains;
- c. Water mains;
- d. Storm sewer mains;
- e. Catch basins and manholes;
- f. Water and sanitary service connections;
- g. Hydrants;
- h. Street cutting;
- i. Street paving;
- j. Sidewalks and curbing;
- k. Street lighting, traffic signs and street naming signs;
- l. Rear lanes;
- m. Walkways; and
- n. Parks, Municipal Reserve, and boulevard landscaping, including any and all walkways or pathways, base gravel, plant material, and trees.

4. The Developer shall submit to the City within thirty days of the execution of this Agreement for review and consideration by the City, or within such further reasonable time as the City may agree in writing, the following detailed plans that shall be subject to approval and confirmation by the City Manager in writing as meeting and conforming to all City Standards:
 - a. Plan of Survey (contemplating staged subdivision)
 - b. Servicing Plan
 - c. Grading Plan
 - d. Landscape Plan

("Development Plans").

5. Upon such approval of the Development Plans, respectively, the Parties agree that the approved Development Plans shall be attached with the City Manager's approval endorsed thereon as Schedules to this Agreement, and shall form part of this Agreement, as follows:

Schedule "B" - Plan of Survey (contemplating staged subdivision)

Schedule "C" - Servicing Plan

Schedule "D" - Grading Plan

Schedule "E" - Landscape Plan

6. All work carried out by the Developer shall be designed and the works supervised by a qualified firm of consulting Engineers retained by the Developer at the Developer's cost. All work shall conform to City Standards and shall be completed in accordance with Development Plans approved in accordance with Section 4 in this Agreement (**"Approved Development Plans"**).
 - a. Where the Developer proposes to deviate from Approved Development Plans, the change shall be submitted in advance to the Director of Planning and Development Services for review and approval by the City Manager in writing, and no such change shall be implemented or authorized without such approval in writing.
 - b. In the event that the Developer has undertaken or completed any works that do not conform to or comply with the Approved Development Plans, the Developer shall upon the demand of the City Manager immediately undertake and be responsible for all costs in correcting the non-compliance to the satisfaction of the City Manager in writing.

7. The Developer shall put up such barricades, lights or other protection for persons and property as will adequately protect the public or any person in the vicinity of the Land and upon the request of the City, shall improve or change such items.

8. When requested by the Developer and upon approval of the Director of Public Works in writing, any of the works required by this Agreement may be constructed by City forces under the City's Custom Work Order Policy.

Performance Security

9. To cover the faithful performance of this Agreement and the payment of all obligations arising thereunder, upon execution of this Agreement, the Developer shall at the Developer's cost and expense deposit with the City a Letter of Credit or confirmation of Performance Bonding (sometimes herein the "**Performance Security**") in a form acceptable to the City Solicitor and Director of Public Works, issued from a chartered bank or credit union or bonding agent carrying on business in the Province of Saskatchewan. The Letter of Credit or Performance Bonding shall secure for the City the amount of one-hundred percent (100%) of the full development construction cost of all items referred to in Section 3 of this Agreement.
10. The proposed form, substance and cost proposal for the Letter of Credit or Performance Bonding shall be provided by the Developer's Engineer, and shall be reviewed and approved in writing by the Director of Public Works and City Solicitor.
11. Where any Letter of Credit or Performance Bonding provided herein is set to expire within thirty (30) days and the Developer has failed to satisfy the obligations secured thereunder, the Developer shall provide the City with a replacement or renewal Letter of Credit or Performance Bonding in form and substance acceptable to the City in writing immediately upon the City's demand. If such replacement or renewal is not so provided by the Developer that is acceptable to the City, the Developer shall be deemed to be in breach of this Agreement and the City may present the original Letter of Credit or Performance Bond to which the obligations pertain for payment in whole or in part and shall not be liable to the Developer therefor.

Completion Certificates

12. The Developer acknowledges and agrees that reductions to the Performance Security included under Sections 9, 10 and 11 of this Agreement may only be requested at the following stages of the development:
 - a. Partial Completion Certificate (PCC) – Partial Completion shall mean the installation of underground services and rough grading.
 - b. Substantial Completion Certificate (SCC) – Substantial Completion shall mean the completion of all works listed under Section 3 of this Agreement

for all stages of development on the Land and any other related works as required by the City, exempting the final lift of asphalt, and any landscaping works including walkways, pathways.

- c. Construction Completion Certificate (CCC) – Construction Completion shall mean the completion of all works exempted under the SCC.
 - d. Final Acceptance Certificate (FAC) – Final Acceptance shall mean the issuance of a Certificate stating that the warranty periods for the PCC, SCC and CCC have ended, all required repairs have been made and all works are deemed to meet City Standards, and that the City shall assume all responsibility for municipal improvements.
13. Upon the Developer applying to the City for any of the above Certificates, the Director of Public Works shall arrange for the inspection of the Services, to be carried out jointly with the Developer's Engineer. Any deficiencies found shall be rectified by the Developer, and once corrected, shall be inspected by the Director of Public Works and Developer's Engineer. If all deficiencies have been corrected, the respective Certificate may be issued.
14. Once a Certificate has been issued, the Performance Security may be reduced as follows:
- a. PCC – Reduced to a maximum of fifty percent (50%) of the total original Performance Security ;
 - b. SCC – Reduced to a maximum of thirty percent (30%) of the total original Performance Security;
 - c. CCC – Reduced to a maximum of ten percent (10%) of the total original Performance Security; and
 - d. FAC – Any remaining Performance Security held by the City shall be released.

Developer Warranties

15. Following the issuance of any Certificates included under Section 12 (a – d) of this Agreement, a two year warranty period shall begin for all items included under the respective Certificate.
16. Damage to any Services by construction activity on individual lots, whether or not the Developer controls such construction activity, shall be the responsibility of the Developer and subject to the warranty work requirements.

17. During the warranty period the Developer shall be responsible to remedy any and all deficiencies due to faulty materials or workmanship, and such work shall be completed within the time set out in a written order from the Director of Public Works. If the Developer does not proceed to remedy said deficiency within the time set out or if the Developer shall default, the City may proceed to remedy said deficiency and to recover the cost from the Developer immediately after completion of said work.
18. During the warranty period referred to in this Agreement and notwithstanding any other provisions to the contrary, in the case of an emergency involving the breakage of a water line or the stoppage of a sewer line within the boundaries of the boulevard or street of the Land, the City may take such emergency repair measures it deems necessary through its officers, servants, or agents on its behalf, to prevent damage to property, and the cost of such repair work shall be payable by the Developer on demand.
19. During the lifetime of this Agreement, the Developer shall be responsible for all regular grass cutting, pruning, weed control, and debris removal within the boulevards, medians, walkways, parks and Municipal Reserve lands.
20. The Developer shall be responsible for adjusting all hydrants and main valve boxes to the established grades as they are developed, until such time as the City issues the Construction Completion Certificate for the maintenance of streets and lanes.
21. Sixty (60) days prior to the end of a warranty period, the Developer shall arrange for an inspection of the Services with the Director of Public Works and/or Director of Community Services. If all Services have been maintained, repaired and/or replaced in accordance with Schedules "C", "D" and "E" and the City Standards, the warranty period shall be concluded and the City shall assume maintenance and operational responsibility for the Services. If any deficiencies are found, the City shall provide the Developer a list of all work required. Once all required work has been completed, the Director of Public Works and/or Director of Community Services shall re-inspect the Services with the Developer to confirm correction and compliance.
22. For any work constructed by City forces by Custom Work Order as provided for in Section 8 of this Agreement, the City shall be responsible for all warranty work requirements, except for those deficiencies that result from improper or inadequate design of services required by this Agreement, which shall be the responsibility of the Developer under the same terms and conditions as stipulated in Section 15 of this Agreement.

Utilities

23. The Developer shall be responsible for consulting with utility agencies to arrange for the design, installation and inspection of gas, electrical, and communication lines in accordance with the requirements of the respective utility agencies. The Developer shall be responsible for any costs incurred in the design and installation of any such work.

Developer Covenants

24. The Developer covenants and agrees:
 - a. To obtain a Substantial Completion Certificate as established under Subsection 12 (b) of this Agreement by no later than October 31, 2023. Thereafter, if the development is not complete, the right and obligations of the parties respecting development of the subdivision shall be terminated.
 - i. Notwithstanding, the Developer shall have the right to apply to the Director of Planning and Development Services to extend the time for development of the subdivision, which shall be brought to the City Manager for approval, upon such terms and conditions as the City shall, in its sole discretion, determine.
 - ii. In the event that this Agreement is terminated, all claims in respect of moneys owing to the City and indemnifications by the Developer set out in this Agreement shall survive said termination.
 - b. In regards to all utility, construction and service easements:
 - i. To provide all utility, construction and service easements that may be required, at no cost to the City or any other utility agency or service and to keep the said easements clear for the purposes of the various utility agencies;
 - ii. To provide and register a utility easement plan if required by the City; and
 - iii. To provide for a covenant in all sale, ground lease or transfer agreements within the Land to the effect that the grades set on any such easements shall not be altered without the prior approval of the City, whose approval shall not be unreasonably withheld.
 - c. The Developer shall be responsible for obtaining all required provincial and/or federal approvals, including but not limited to those that may be required from the Ministry of Environment, the Saskatchewan Water Safety

Agency, and the Saskatchewan Water Corporation. Copies of such approvals shall be provided to the City immediately as these become available to the Developer, and on demand of the City.

- d. That the City shall not be obliged to issue permits for building construction unless and until:
 - i. The Substantial Completion Certificate has been issued in accordance to Section 12 (b) of this Agreement; and
 - ii. The development levies provided for in Sections 31 and 32 of this Agreement have been paid in full.

Notwithstanding, nothing in this Agreement or this subsection precludes the City from issuing permits for building construction in advance of the full performance of the events contemplated in subsections (d)(i) and (ii) on such conditions or partial performance that the City in its discretion deems in writing appropriate in order to facilitate the particular construction objectives and schedules of purchasers or tenants of the Developer who have committed to a construction development on the Land.

- e. To pay all municipal taxes which may be in arrears at the time of the execution of this Agreement in respect of the lands and each building lot, and to ensure that all taxes are paid as they become due until and including the date that title to such building lot is transferred to a new registered owner.
- f. To ensure, through sale agreements and covenants, that each lot shall be landscaped within one full growing season after receiving a final building inspection. For the purpose of this subsection landscaped shall mean the placement of topsoil and seeded with grass or other suitable soft and hard landscaping; including but not limited to mulch, rock, gravel, pavement, concrete, and paving stones.
- g. To ensure that any development does not adversely affect any existing neighbouring properties and in the event that the City deems interference has occurred, take the necessary measures to rectify the interference as may be reasonably required.
- h. To indemnify and save harmless the City with respect to any action commenced against the City as a result of any act or omission of the Developer in relation to the Developer's obligations set out in this Agreement, including the acts or omissions of its officers, employees, servants or agents, or anyone for whom the Developer is at law responsible. This indemnification shall survive the termination or expiration of this Agreement.

- i. To indemnify, defend and save harmless the City from and against any and all claims, costs, losses, demands, damages, actions or causes of action (hereinafter called "costs" in this subsection 24(i) that may be brought against or incurred by the City at the instance of any person(s) by reason of any act or omission of the Developer, its officers, servants or agents or any person engaged by the Developer in pursuance of the Work, or anything done otherwise pursuant to this Agreement; it being provided that the indemnity granted herein shall not extend to any costs or portion of such costs as are attributable to the negligence of the City. This covenant and indemnity shall begin upon commencement of any activity of the Developer authorized by this Agreement whether or not the Agreement is executed at the time of such commencement and whether or not the activity is within or beyond the Land, and shall survive the termination or expiration of this Agreement and the completion of the Services, as the case may be.
- j. That prior to beginning any construction on the Land, the Developer shall supply the Director of Public Works and Director of Community Services a schedule of the work to be undertaken and shall advise the Director of Public Works and Director of Community Services in advance of any changes or variations in the schedules.
- k. That in constructing or causing the construction of the Services ensure the protection from damage, normal wear and tear excepted, of all existing City infrastructure, whether within or beyond the boundaries of the Development Area, and shall promptly advise the City of any damage to City infrastructure occasioned in the course of installing the Services hereunder and thereafter at the City's election the Developer shall either repair the damage or reimburse the City for costs of such repairs.
- l. To grant to the City, or its duly authorized representative(s), 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 Schedules "C", "D" and "E", the City's representative(s) may stop any further work and order the immediate removal of unsatisfactory materials from the area.

Liability Insurance

- 25. The Developer, upon execution of this Agreement, shall forthwith deposit with the City a certificate of insurance disclosing that the Developer holds liability insurance with an insurer satisfactory to the City. Thereafter, upon fourteen (14) days written demand, the Developer shall deposit proof that the insurance remains in force, in a form satisfactory to the City.

26. The Developer shall obtain and keep in force the following insurance coverage during the term of this Agreement:
 - a. A comprehensive general liability insurance policy for bodily injury (including death) and property damage having limits of not less than \$5,000,000 inclusive per occurrence, which policy shall provide for:
 - i. A waiver of subrogation against named insureds;
 - ii. Cross-liability;
 - iii. Broad form contractual liability;
 - iv. A non-owned automobile liability extension; and
 - v. An extension for unlicensed vehicles and operation of attached machinery; and
 - b. An automobile third party liability insurance policy (owner's form) for bodily injury (including death) and property damage having limits of not less than \$5,000,000 per occurrence, covering all vehicles used in the performance of this Agreement and such insurance shall include passenger liability extension.
27. Insurance obtained and provided shall include a provision for the City to be given thirty (30) days written notice prior to cancellation or any material change of the required insurance policies.
28. The Developer covenants and agrees that the City's insurance requirements mentioned above shall not be construed to and shall in no manner limit or restrict the liability of the Developer under this Agreement.
29. The Developer is solely responsible for full payment of any premium amounts and any deductible amounts which may be due in the event of any and all claims under policies, and shall provide the City with proof of the insurance required pursuant to this Agreement annually in a form satisfactory to the City.
30. The Developer shall provide the City with written notice of any incident that may result in a claim against either the Developer or the City, including, but not limited to such losses as, property damage to City assets, third party property damage, injury or death of any person and any third party bodily injury within seven (7) days of becoming aware of such incident.

Development Levies

31. The Developer agrees to pay promptly to the City when due under the terms of this Agreement all development levies assessed and charged the Developer in respect of its development on the Land in accordance with the City of Prince Albert Development Levy Bylaw. The City acknowledges that upon the Developer submitting and the City approving the Subdivision Plans identifying the particulars of the staged development pursuant to Articles 4 and 5 herein, the City and the Developer will negotiate in good faith to enter an agreement to coordinate the timing of development levy assessment with such development staging in a manner compliant with the said Bylaw.
32. The Developer agrees to the following in respect of such development levies:
 - a. The development levy rate for each installment referred to in Article 32(c) shall be determined in accordance with the Development Levy Bylaw effective as of January 1st, 2023.
 - b. The City will not be obliged to issue Development Permit(s) and/or Building Permit(s) unless and until development levies assessed, charged and due under the terms of this Agreement are paid in full.
 - c. Development levies on the Northernmost 25 acres of the Land sold to the City and the lands identified as parcel 1 on "Schedule A" to this Agreement shall be applied pursuant to Article 32(a) and will be due and paid by the Developer to the City in three equal installments as follows:
 - i. the first development levy installment will be due and paid in the amount of the total rate no later than January 14th, 2023;
 - ii. the second development levy installment will be due and paid no later than October 31, 2024; and
 - iii. the third development levy installment will be due and paid no later than October 31, 2025.
 - d. Development levies for sites 2 through 16 as identified on "Schedule A" shall be applied, due and paid at a later reasonable date to be agreed upon by the City and the Developer.
 - e. The City shall be entitled, at any time the Developer is in default in making any payment required by this Agreement, to collect the payment owing in any manner permitted by law including, without limitation, by adding the total amount payable to the tax roll for the Lands; and that the City shall be entitled to recover the sum so added by action or in the same manner as taxes may be recovered.

- f. All covenants contained in this subsection shall be deemed to be covenants running with the Land and each building lot, and the City may register and maintain a caveat against the title thereto in perpetuity. The City may by action or otherwise exercise all the rights and privileges granted in this Agreement and compel compliance against all the obligations of any parties concerned, notwithstanding transfer of title covering the lands or any building lot thereon.

Payment Dates and Interest

33. In the event that the City may perform or cause to be performed any works or undertakings pursuant to the terms, covenants or conditions of this Agreement, then and in that event, all expenses and disbursements made or incurred by the City shall be payable by the Developer.
34. The City shall submit invoices to the Developer from time to time as the work or undertakings by the City progress and the timing of the invoices shall be at the discretion of the Director of Public Works. The Developer shall pay all invoices within thirty (30) days from the date shown on the account or invoice.
35. All of the development levies and other fees, levies and charges payable by the Developer to the City pursuant to this Agreement shall be due and payable upon the various dates specified in this Agreement.
36. Should any amount or invoice not be paid at the times or within the period so specified, interest shall be payable thereon at Bank of Canada prime rate plus two percent (2%) per annum on all such overdue accounts.
37. In addition to any other remedy which may be available to the City, should any amount invoiced to the Developer not be paid within the times specified, the City shall upon seven (7) days written notice to the Developer have the right to immediately stop construction until such amount or invoice has been paid.

Default

38. Default shall occur in the event that the Developer:
 - a. Fails to supply and install any Service within the time specified under this Agreement;
 - b. Having commenced work, fails or neglects to proceed with reasonable speed;

- c. Fails to make any payment when due and payable, or if there is a lapse in the Performance Security provided in accordance with subsection 7 – 9 of this Agreement;
 - d. Fails or refuses to repair or replace defective or deficient Services in accordance with the requirements of this Agreement; and/or
 - e. Neglects or fails to perform any other obligation in accordance with this Agreement.
39. The City may declare a default by giving written notice to the Developer as per Section 41 of this Agreement. In the event the default is not cured, or reasonable steps have not been taken by the Developer to cure said default within thirty (30) days from the date the notification was mailed, the City shall be entitled to:
- a. Enter the Land and construct the Services, at the cost of the Developer, with an additional Administration fee equal to ten percent (10%) of the actual costs;
 - b. Terminate the Developer's rights to continue to construct the Services;
 - c. Present any Performance Security for payment in whole or in part;
 - d. Commence legal action for damages or for enforcement of the covenants of the Developer; and/or
 - e. Refuse to issue a building or development permit for any building located on the Land.

Arbitration

40. In the case of a dispute between the Parties hereto concerning any aspect of this agreement, either Party shall be entitled to give the other notice of such dispute and demand arbitration thereof. Within fourteen (14) days after such notice and demand has been given, each Party shall appoint an arbitrator who shall jointly select a third. The Parties agree that the decision of any two of the arbitrators shall be final and binding upon the parties. The Arbitration Act, 1992 shall apply to any arbitration hereunder, and the costs of arbitration shall be apportioned equally between the parties.
41. If the two arbitrators appointed by the Parties do not agree upon a third, or a Party who has been notified of a dispute fails to appoint an arbitrator, then the third arbitrator, or an arbitrator to represent the Party who fails to appoint an arbitrator, may be appointed by a Justice of the Court of Queen's Bench upon application by either Party.

Notification

42. Any notice, demand, request or other communication (collectively “notice”) which may be or is required to be given under this Agreement shall be in writing and delivered personally by leaving it at the offices of the other party, or sent by regular or registered mail, postage prepaid, and shall be addressed:

To the City:

Department of Planning and Development Services
City of Prince Albert
1084 Central Avenue
Prince Albert, SK S6V 7P3
Email: cguidinger@citypa.com

To the Developer:

Attention: Mr Gord Broda
P.O. Box 460
4301 - 5th Ave E
Prince Albert, SK S6V 5R8
Fax: (306) 763.2910
Email: gord.broda@sasktel.net

Either party may change its address for the above purpose by mailing a notice to the other party setting forth its new address.

Any such notice shall be conclusively deemed to have been given or made on the day on which such notice is delivered or, if mailed, the seventy-two (72) hours following the date of mailing, as the case may be. If the postal service is interrupted, only personal delivery of such notice shall be utilized.

Heading

43. The headings contained in this Agreement are inserted for convenience of reference only and are not to be considered when interpreting this Agreement.

Covenants to Survive the Agreement

44. All covenants contained in this Agreement shall be deemed to be covenants running with the land and each building lot, and the City may register and maintain a caveat against the title(s) thereto in perpetuity. The City may by action or otherwise exercise all the rights and privileges granted in this Agreement and compel compliance against all the obligations of any parties concerned, notwithstanding transfer of title covering the lands or any building lot thereon.

Entire Agreement

45. This Agreement represents the entire understanding and agreement between the parties hereto and supersedes all prior negotiations and agreements between the parties. In the event of any conflict between the language of this Agreement and the language of any other existing Agreement between the parties, the language of this Agreement shall prevail. No modification, variation, waiver, amendment or termination by mutual consent of this Agreement shall be effective unless such action is taken in writing and executed by both parties hereto.
46. Any amendment to the Agreement requested by the Developer must be submitted to the Director of Planning and Development Services. The amendment shall require the approval of the Council of the City of Prince Albert, and any amendment shall only be effective once signed and sealed by the representatives of the parties.

General

47. It is expressly understood and agreed that reference to individuals in this Agreement shall include corporations, executors, administrators, successors, and permitted assigns, and references in the singular number shall include the plural number, and references in the masculine gender shall include the feminine gender or the neutral gender, whenever the content so requires.
48. All references to the Developer include the Developer's heirs, executors, administrators, assigns and pursuant to Section 235 of *The Planning and Development Act, 2007*, the provisions of this Agreement are enforceable as against the Developer and the subsequent owners of the real property and each building lot.
49. This Agreement shall endure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.
50. Each of the provisions hereof is severable from any other provisions, and the invalidity or the unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions.
51. All covenants, provisions, conditions or agreements made by two (2) or more persons shall be construed as several as well as joint.
52. Notwithstanding the termination of this Agreement, all rights, actions and causes of action by the City as against the Developer in respect to any of the terms, covenants or conditions of this Agreement shall survive the termination of this Agreement.
53. The laws of the Province of Saskatchewan shall govern this Agreement.

IN WITNESS WHEREOF The City of Prince Albert has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this 29th day of October, A.D., 2021 .

(Municipal Seal)



THE CITY OF PRINCE ALBERT

MAYOR

A/
CITY CLERK

IN WITNESS WHEREOF Signature Development Corporation has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this 28th day of October , A.D., 2021.

(Corporate Seal)

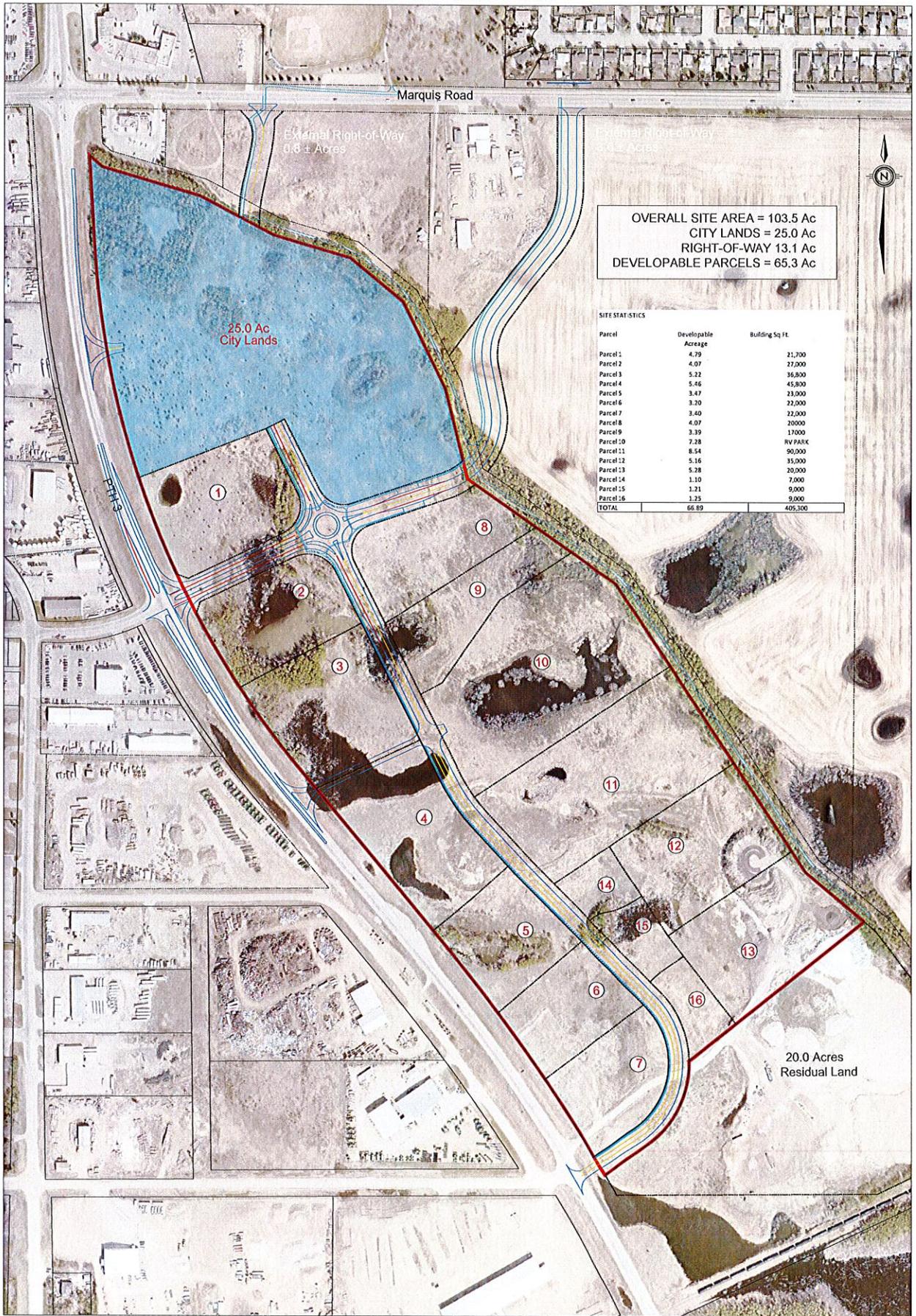


SIGNATURE DEVELOPMENT CORPORATION

Per:

Per:

SCHEDULE "A" - SITE PLAN



OVERALL SITE AREA = 103.5 Ac
 CITY LANDS = 25.0 Ac
 RIGHT-OF-WAY = 13.1 Ac
 DEVELOPABLE PARCELS = 65.3 Ac

SITE STATISTICS

Parcel	Developable Acreage	Building Sq. ft.
Parcel 1	4.79	21,700
Parcel 2	4.07	37,000
Parcel 3	5.22	36,800
Parcel 4	5.46	45,800
Parcel 5	3.47	23,000
Parcel 6	3.20	22,000
Parcel 7	3.40	22,000
Parcel 8	4.07	20,000
Parcel 9	3.39	17,000
Parcel 10	7.28	RV PARK
Parcel 11	8.54	90,000
Parcel 12	5.16	35,000
Parcel 13	5.28	20,000
Parcel 14	1.10	7,000
Parcel 15	1.21	9,000
Parcel 16	1.25	9,000
TOTAL	66.89	405,300

C:\Projects\Prince Albert\WSP Dwg

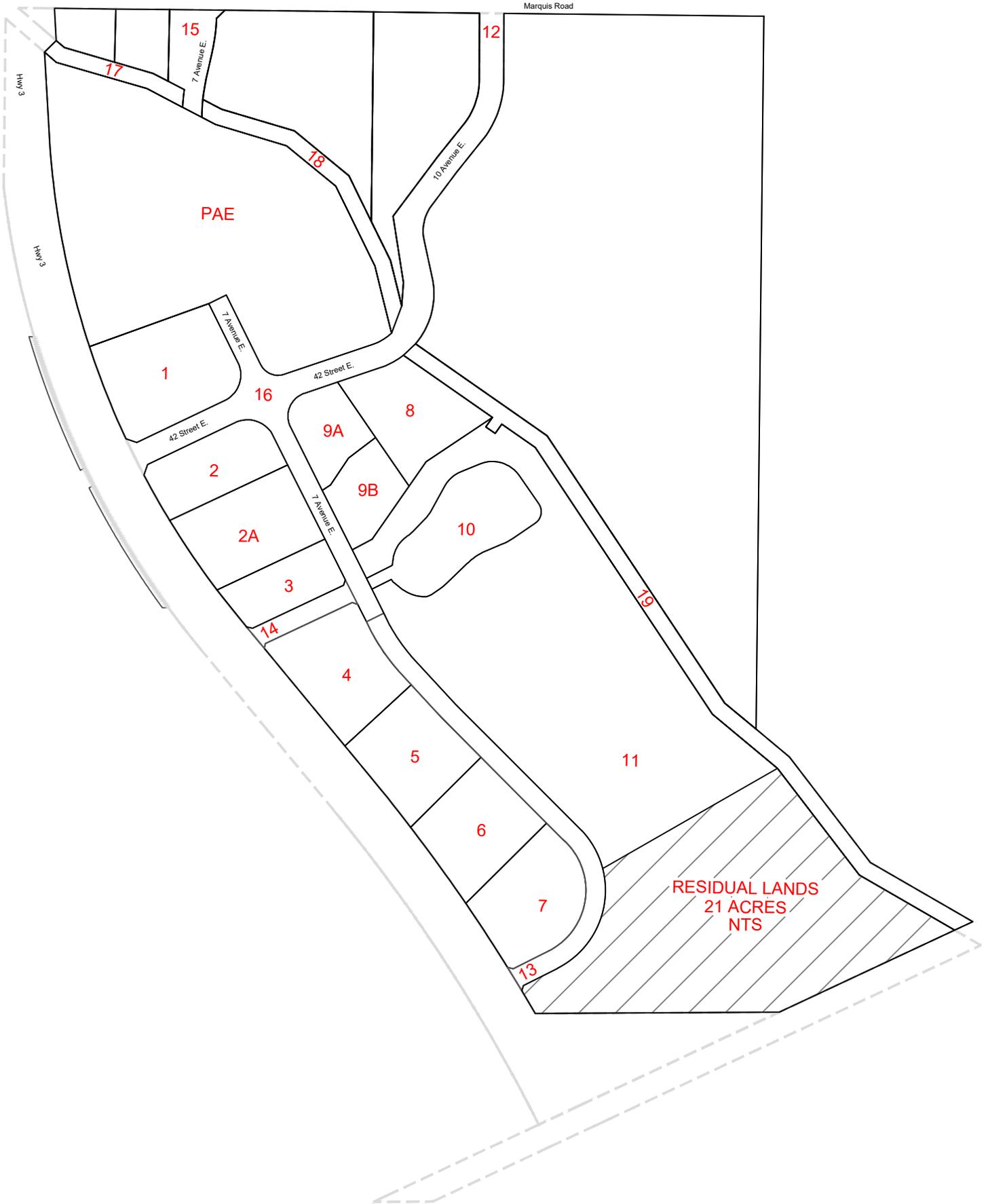
Source:

Scale: NTS



'DRAFT - For Discussion Purposes Only'

Parcels
 EC Development
 Prince Albert, SK





RPT 23-398

TITLE: Vacant Residential Lot Program

DATE: October 30, 2023

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the “Vacant Residential Lot Program” be approved

TOPIC & PURPOSE:

For the “Vacant Residential Lot Program” to be approved.

BACKGROUND:

At the Executive Committee meeting dated October 3, 2023, the following motion was approved:

“ That Administration prepare a Final “Vacant Residential Lot Program” based on the fundamental principles as described in RPT 23-375”

PROPOSED APPROACH AND RATIONALE:

The fundamental principles as described in the above report are as follows:

Owners of vacant residential property within the City of Prince Albert shall qualify for a \$10,000 grant upon development of the subject property, excluding the following locations:

- Lots within City owned residential subdivisions
- Lots within privately owned residential subdivisions that have been vacant for less than 3 years
- Privately owned lots that have been vacant due to a building demolition for less than 3 years
- Only properties classified as “vacant residential” qualify. A map of these properties is attached

- A single owner could qualify for multiple properties, if all separately titled
- Administration to review balance of reserve and effectiveness of the program annually.
- The grant will be payable upon commencement of construction

RPT 23-375 has been attached for your reference.

CONSULTATIONS:

The City Manager and Department of Finance were consulted in preparation of this report.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Once approved, the “Vacant Residential Lot Development Program” will be shared with all applicable land owners.

FINANCIAL IMPLICATIONS:

Approximately \$140,000 per year will be allocated to the appropriate reserve.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no policy implications, privacy implications, or options to the recommendation.

STRATEGIC PLAN:

A priority in the strategic plan 2023-2025 is to build a robust economy, where the City will create an equitable taxation structure that promotes community growth.

OFFICIAL COMMUNITY PLAN:

Section 6.4 of the Official Community Plan discusses residential land use, where a range of housing types throughout neighborhoods is encouraged.

PUBLIC NOTICE:

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

ATTACHMENTS:

1. RPT 23-375
2. Vacant Residential Lot Program
3. Vacant Lot map

Written by: Director of Planning and Development Services

Approved by: Director of Financial Services, City Manager



RPT 23-375

TITLE: Vacant Residential Lot Program

DATE: September 22, 2023

TO: Executive Committee

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That Administration prepare a Final “Vacant Residential Lot Program” based on the fundamental principles as described in RPT 319-23

TOPIC & PURPOSE:

To present DRAFT principles to be utilized for a final “Vacant Residential Lot Development Program” to Executive Committee for consideration.

BACKGROUND:

As part of the 2023 Budget, Administration reviewed all tax tools that were available to City Council in order to balance the budget. As part of this process, a new minimum base tax was approved for 2023 at a rate of \$1600, which represents an increase from the \$772 2022 rates.

The intent behind this increased rate was to incentivize development on vacant lots. As these funds will be used for an incentive program, they were not available to balance the budget. City Council rather chose to place the revenue generated from the Minimum Tax on Vacant Residential Land into a Reserve which would then be used to fund an incentive program for purchasers of vacant lots to assist in the developing/building a home.

On March 27, 2023 City Council approved the following motion:

“That Administration bring forward an incentive program for purchasers of residential lots to assist in the development and of a house on the lot”

PROPOSED APPROACH AND RATIONALE:

Currently, there are approximately 221 properties that are considered Vacant Residential Lots that are privately owned and an additional 139 that are owned by the City for a total of 360. This includes vacant land that previously had a home which has since been demolished, and also land that has been developed as part of a private subdivision for sale.

Since the implementation of this \$1,600 base tax, \$146,000 has been generated with the intention to have it placed in a reserve upon the creation of an incentive program. Assuming this tax remains in effect for 2024 and vacant lots remain consistent to 2023, it can be anticipated that an additional \$146,000 would be generated in 2024. This amount will continue to be reflective of the number of vacant residential lots that are being taxed at the \$1,600 rate.

Administration is recommending that an incentive program be developed based on the following criteria:

- Owners of vacant residential property within the City of Prince Albert shall qualify for a \$10,000 grant upon development of the subject property, excluding the following locations:
 - Lots within City owned residential subdivisions
 - Lots within privately owned residential subdivisions that have been vacant for less than 3 years
 - Privately owned lots that have been vacant due to a building demolition for less than 3 years
- Only properties classified as “vacant residential” qualify. A map of these properties is attached
- A single owner could qualify for multiple properties, if all separately titled
- Administration to review balance of reserve and effectiveness of the program annually.
- The grant will be payable upon commencement of construction

CONSULTATIONS:

The City Manager and Department of Finance were consulted in preparation of this report.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Once approved, the “Vacant Residential Lot Development Program” will be shared with all applicable land owners.

FINANCIAL IMPLICATIONS:

Approximately \$140,000 per year will be allocated to the appropriate reserve.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no policy implications, privacy implications, or options to the recommendation.

STRATEGIC PLAN:

A priority in the strategic plan 2023-2025 is to build a robust economy, where the City will create an equitable taxation structure that promotes community growth.

OFFICIAL COMMUNITY PLAN:

Section 6.4 of the Official Community Plan discusses residential land use, where a range of housing types throughout neighborhoods is encouraged.

PUBLIC NOTICE:

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

PRESENTATION:

Verbal presentation by Director of Planning and Development Services

ATTACHMENTS:

1. Vacant Residential Lots

Written by: Director of Planning and Development Services

Approved by: City Manager

Vacant Residential Lot Program



Background

Currently, there are a number of privately owned lots within the City that are considered Vacant Residential Lots that are privately owned within the City of Prince Albert. These lots may have previously had a home that has since been demolished, or perhaps a lot that was developed as part of a private subdivision for sale.

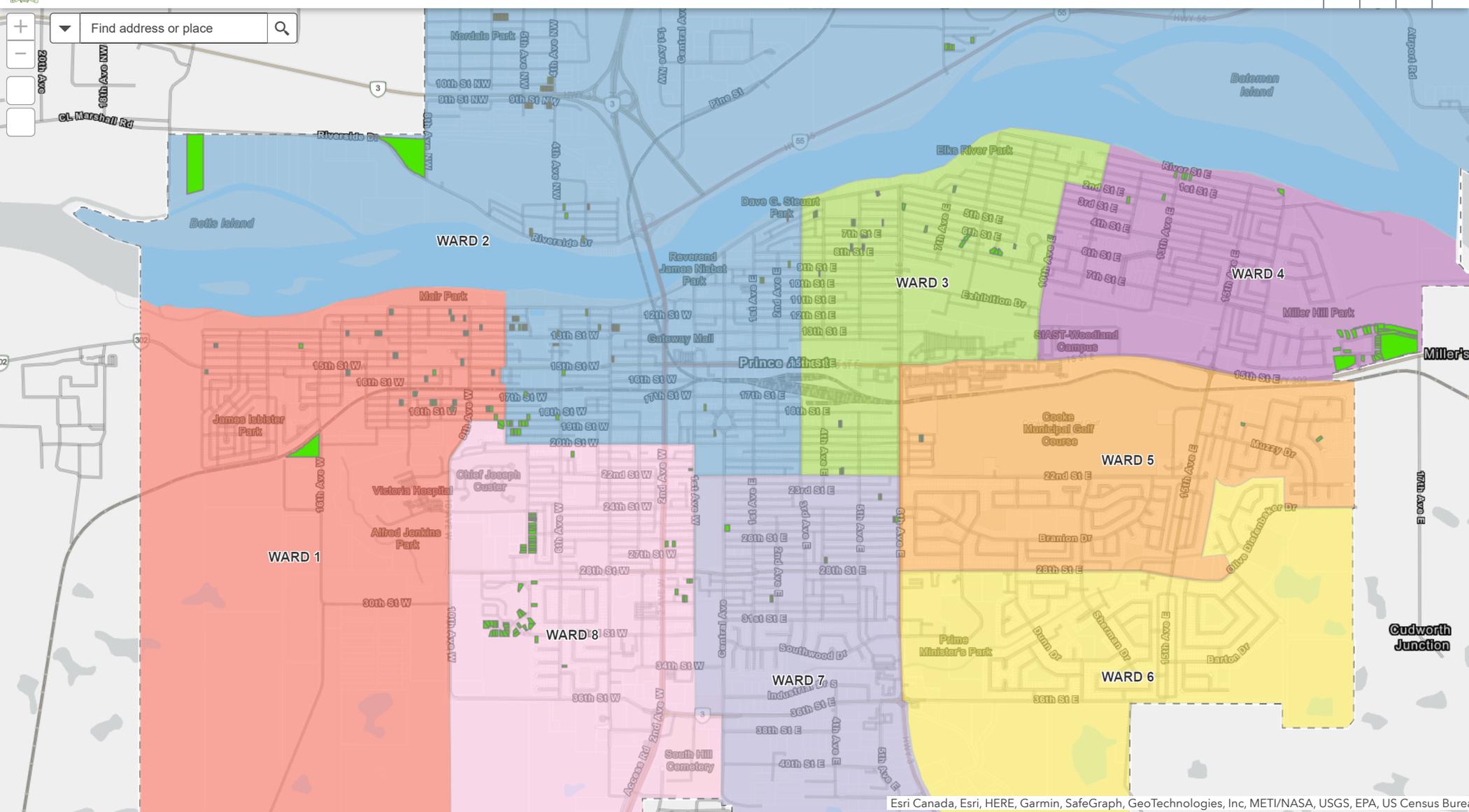
Overview

A portion of the taxes generated from these lots is placed into a reserve account which is intended to be used to incentivize the development of these lots.

The vacant residential lot program will help fund projects that will bring these vacant pieces of land back to life.

Owners of vacant residential property within the City of Prince Albert shall qualify for a \$10,000 grant upon the development of the subject property, excluding the following locations:

- Lots within City-owned residential subdivisions
- Lots within privately owned residential subdivisions that have been vacant for less than 3 years
- Privately owned lots that have been vacant due to a building demolition for less than 3 years
- Only properties classified as “vacant residential” qualify. A map of these properties is attached
- A single owner could qualify for multiple properties, if all are separately titled
- Administration to review the balance of reserve and effectiveness of the program annually.
- The grant will be payable upon commencement of construction



Esri Canada, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, US Census Bureau

TITLE: SaskTel Communication Towers – Support in Principle

DATE: **October 26, 2023**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the three (3) proposed locations for the following new communication towers be supported in principle as per Schedule A to RPT 23-401:

1. Lane near 12th Street West;
2. 28th Street East near the drainage channel; and
3. 7th Avenue East adjacent to Cooke Municipal Golf Course.

TOPIC & PURPOSE:

The purpose of this report is to provide support in principle for the location and construction of three (3) new communication towers in order for SaskTel to proceed with public consultation.

BACKGROUND:

On May 1, 2023, Executive Committee received an information report regarding the review process and regulations pertaining to communication towers, as SaskTel is planning to upgrade and expand the cellular network in Prince Albert. Administration reported that because communication towers are federally regulated, Administration would not be bringing applications to City Council for approval, but would review them internally and keep City Council up to date on the proposed locations.

SaskTel is now ready to move ahead with the public consultation process and necessary design work for three locations in the City. See the attached location plans for each of the proposed tower locations.

PROPOSED APPROACH AND RATIONALE:

SaskTel has proposed three locations for new communication towers:

- Adjacent to a rear lane near 12th Street West;
- On 28th Street East near the drainage channel; and
- 7th Avenue East adjacent to Cooke Municipal Golf Course.

If City Council provides support in principle to these locations, SaskTel will move forward with line locates and property surveys to assist with design work and proceed with the public consultation process. If these sites are deemed to be suitable, Administration will work with SaskTel to finalize either the land sale, lease, or licensing agreement for each site, as required.

CONSULTATIONS:

The Department of Planning and Development Services has been in contact with SaskTel throughout this process and has worked closely with the Public Works and Community Services departments to identify issues and possible solutions for the three locations noted above.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

SaskTel will begin the public consultation process required by Innovation, Science, and Economic Development Canada, the federal regulatory body for communication towers. The public consultation process requires written notice provided to the public within a radius of three times the proposed tower height, and SaskTel must address all reasonable and relevant concerns in a timely manner. Following the public consultation process, SaskTel will request concurrence from the City of Prince Albert that the locations are supported.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no other policy, financial, or privacy implications to consider with this report.

While a development permit for each tower is not required, Administration will ensure that the locations selected are in accordance with the necessary bylaws and plans and that the land is sold, leased, or licensed to SaskTel as per our standard practice.

STRATEGIC PLAN:

The proposed expansion and upgrade of the SaskTel wireless network supports the City's area of focus for Economic Diversity and Stability. By providing opportunities to improve wireless network performance, the City is accommodating the needs of new and existing organizations in Prince Albert.

OFFICIAL COMMUNITY PLAN:

In the City of Prince Albert Official Community Plan, Section 11.2 outlines several policies related to Economic Development. Enhanced service coverage and improved network capability, which will be addressed by new communication towers, are aligned with these policies.

PUBLIC NOTICE:

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

ATTACHMENTS:

1. Schedule A

Written by: Ellen Pearson, Planner

Approved by: Director of Planning and Development Services & City Manager

THE CITY OF PRINCE ALBERT

Location Plan



S-12

S-12

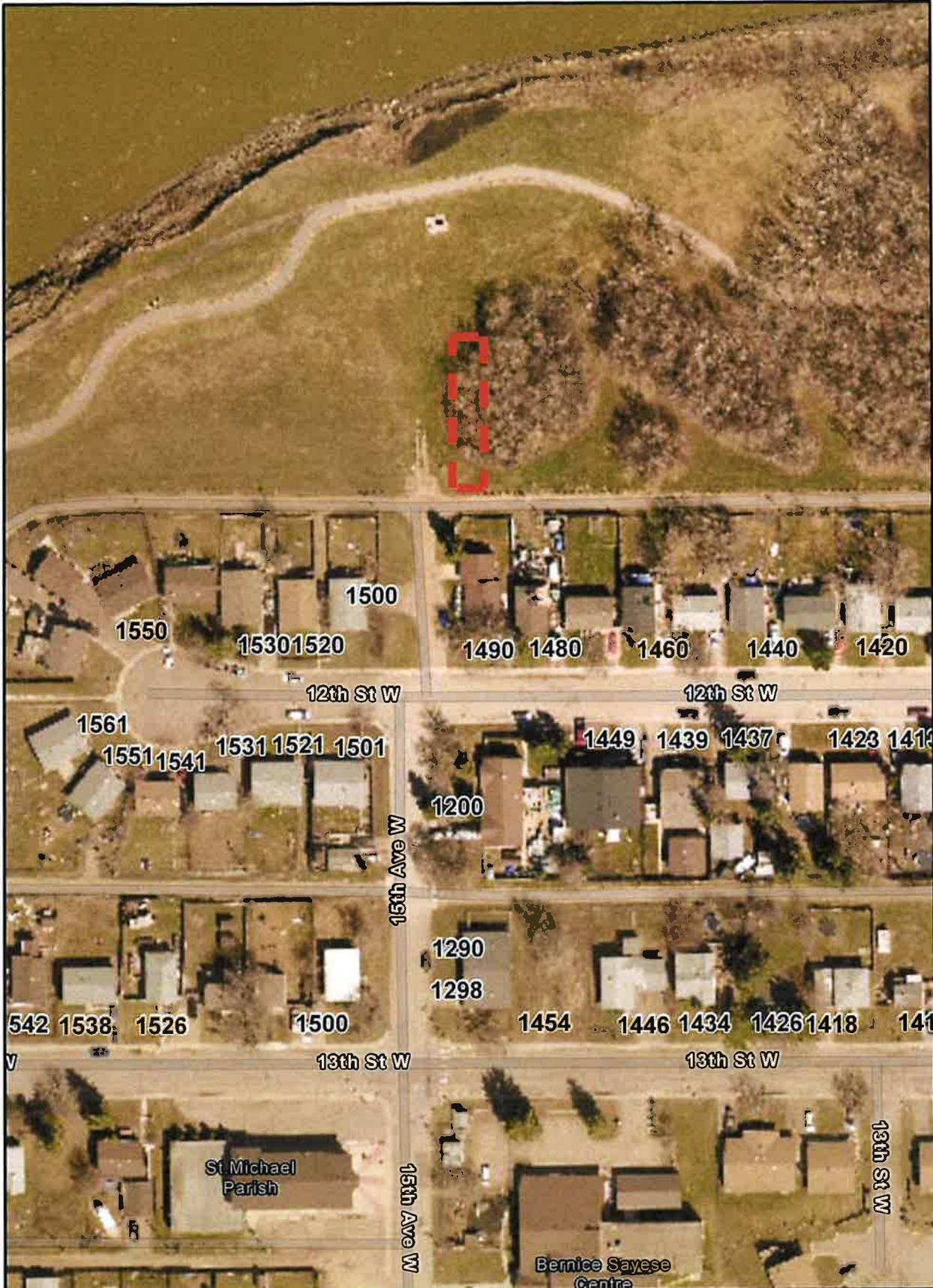
PLANNING & DEVELOPMENT

October 25, 2023

Subject Property Identified With A Bold Dashed Line

THE CITY OF PRINCE ALBERT

Location Plan



S-N

S-N

PLANNING & DEVELOPMENT

October 25, 2023

Subject Property Identified With A Bold Dashed Line

THE CITY OF PRINCE ALBERT

Location Plan



S-Z

S-Z

PLANNING & DEVELOPMENT

October 25, 2023

Subject Property Identified With A Bold Dashed Line

RPT 23-402

TITLE: Request for Funding – Habitat for Humanity Saskatchewan

DATE: October 31, 2023

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the request made by Habitat for Humanity Saskatchewan in the amount of \$15,000 to assist in the funding of an affordable housing unit located at 1315 6th Avenue West, be approved; and
2. That the request for \$15,000 be funded from the Housing Reserve.

TOPIC & PURPOSE:

The purpose of this report is to approve the request made by Habitat for Humanity Saskatchewan for \$15,000 for the construction of an affordable ownership dwelling unit located at 1315 6th Avenue West.

BACKGROUND:

The Affordable Housing Program was originally approved by City Council in 2019, Resolution No. 0082, February 25th, 2019:

“That the City of Prince Albert Affordable Housing Program, as outlined in RPT 19-67, be approved”.

PROPOSED APPROACH AND RATIONALE:

The Department of Planning and Development Services is in receipt of a request from Habitat for Humanity Saskatchewan (Habitat Saskatchewan) for \$15,000. This funding will be directed to the construction of a single-family three-bedroom infill home to be located at 1315 6th Avenue West. Habitat Saskatchewan has obtained a Building Permit for the proposed home, and the anticipated cost for this project is \$291,521.92.

Five applications have been approved under the Affordable Housing Program between 2019 and 2022. The funding provided through this program has contributed to the creation of twenty-four (24) affordable rental dwelling units. The request from Habitat Saskatchewan does not meet the criteria of the Affordable Housing Program as it is not creating new rental units. However, the project does meet the intent of the Housing Reserve Policy, which is to assist in increasing access to safe, accessible, and affordable housing, across the housing continuum, for all residents of Prince Albert. No applications for the Affordable Housing Program have been approved in 2023.

While the Habitat Saskatchewan project is not an affordable rental, it does represent an important part of the housing continuum. The City's Housing Plan Action Strategy recommends that the City partner with non-profit organizations such as Habitat for Humanity to construct affordable housing units, and this is an ideal opportunity.

Habitat Saskatchewan does not require down payments and ensures homeowner mortgages do not exceed 25% of household income to ensure monthly payments are manageable. In addition to affordable mortgage terms, Habitat Saskatchewan offers pre- and post-purchase support to homeowners to maintain their homes and avoid foreclosure. Habitat Saskatchewan also maintains the first right of refusal for potential buyback scenarios, which is outlined in homeownership agreements. Habitat Saskatchewan is permitted to buy back the home within the first 18 years of ownership to protect the long-term affordability and purpose of the property.

CONSULTATIONS:

Administration consulted with the applicant to determine their qualification for the program and has provided status updates as needed.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

The applicant will be notified in writing of City Council's decision and Administration will continue to work with the applicant to finalize the grant payment, if approved.

FINANCIAL IMPLICATIONS:

The Affordable Housing Program is funded through the Housing Reserve. Annually, only three projects may receive funding under the Affordable Housing Program, with a maximum grant of \$30,000 per application. No applications for the Affordable Housing Program have been approved in 2023.

As of October 24th, 2023, the Housing Reserve has a balance of \$454,496.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no other policy or privacy implications to consider with this report.

While this project does not fit with the rental aspect of the Affordable Housing Program, it does meet the intent of creating new affordable housing units. As part of the 2024 Planning Advisory Committee work plan, a different housing program that could better suit this type of application could be developed.

STRATEGIC PLAN:

Throughout the application review, Administration followed the City's area of focus of Population Growth by creating a wide range of property and housing options.

OFFICIAL COMMUNITY PLAN:

Section 6 of the City of Prince Albert's Official Community Plan states that:

"the need for affordable housing is critical. Adequate housing can stabilize neighbourhoods and enable the community to wrap services around individuals and families who require them".

This project supports the above statement by providing an affordable ownership opportunity to residents of the City of Prince Albert.

OPTIONS TO RECOMMENDATION:

Although Habitat Saskatchewan has requested a \$15,000 grant, a \$5,000 grant could be awarded instead. This would be aligned with the existing Affordable Housing Program, which provides \$5,000 per affordable housing unit. This option was rejected because the Housing Reserve is quite healthy, and no grants have been awarded in 2023. This affordable home ownership project represents an important part of the housing continuum and should be supported.

PUBLIC NOTICE:

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

ATTACHMENTS:

1. Location Plan with Aerial - 1315 6th Avenue W
2. Habitat for Humanity Saskatchewan - Proposal

Written by: Ellen Pearson, Planner

Approved by: Director of Planning and Development Services & City Manager



PLANING & DEVELOPMENT

PLANING & DEVELOPMENT

PLANING & DEVELOPMENT

PLANING & DEVELOPMENT

Subject Property Identified With A Bold Dashed Line

October 26, 2023



Affordable Home Ownership 2023 Funding Proposal



Our Project:

Habitat for Humanity Saskatchewan (Habitat Saskatchewan) is embarking on a critical initiative this fall— the construction of a new single-family three-bedroom infill home at 1315 - 6th Avenue West in Prince Albert. The project is designed to efficiently and cost-effectively construct a home while minimizing risks. To achieve this, we have secured the necessary land and building permits, as well we are in application for funding through the Saskatchewan Housing Corporation's CMHC-Saskatchewan Bi-Lateral Agreement under the 2017 National Housing Strategy. We are deeply committed to addressing the pressing need for affordable housing in Prince Albert.

Current Housing Landscape:

We recognize that the City of Prince Albert's Affordable Housing Program primarily focuses on affordable rental units. However, we kindly request that the City considers our proposal for funding with an ownership model. We have drawn inspiration from the success of the City of Regina's Capital Grant Housing Incentive Program, which has proven highly beneficial to our organization. This program offers access to funding ranging from \$10,000 to \$20,000 per unit (please refer to the attached City of Regina Housing Incentive Policy and Application Form). As a partner organization with the City of Prince Albert, we propose that the City of Prince Albert adopts this program as a model for funding until a more applicable program is established.

Our Commitment:

At Habitat Saskatchewan, we are dedicated to expanding affordable home ownership opportunities and fostering positive community development. We believe that safe, decent and affordable housing is a fundamental human right, and through partnerships and collaborative efforts we aim to address the housing crisis in Prince Albert and serve more families in the community.

Affordable Housing Model:

Our housing model ensures that families obtaining a mortgage from a conventional lender for a specified portion of their home purchase experience affordability. Habitat Saskatchewan maintains the first right of refusal for potential buyback scenarios. This approach aligns with our goal of making homeowner mortgage payments affordable, at 25% of household income, for a period of 20 years.

Social Impact:

The project's location is carefully selected to enhance the quality of life for future residents. It is within close proximity to essential services such as public transit, grocery stores, parks, schools, healthcare facilities, and areas with job opportunities.

Budget and Timeline:

The total project cost is estimated at \$291,521.92, with construction scheduled to begin in October 2023 and completion anticipated in August 2024. A detailed project estimated budget breakdown is shown on page 4.

Funding Request:

We are seeking funding in the amount of \$15,000.00 to support the construction of this affordable housing unit. The funds will be used for essential expenses, including construction materials, labor, safety measures, and contingency planning.

Supporting Documents:

Attached to this application, you will find the following documents for your review:

- Corporate Status - Charitable Non-Profit – Page 5
- ISC Incorporated Status – Page 6
- Development/Building Permit #128123 – Page 7
- Legal Land Titles – Pages 8 & 9
- Site Plan/Floor Plans/Elevation Drawings/Renderings – Attached e-file
- Grade Certificate for Sewer and Water Service – Page 11
- City of Regina Housing Incentive Policy and Application Form – Attached e-files
- City of Regina Key Program Contacts – Page 13

Local Contact:

While our administration office is located in Regina, we have a dedicated Director of ReStores and Prince Albert Region, Mr. Gary Gurtler, who is available for any in-person support or inquiries related to this project. He can be reached at 306-764-4662 or ggurtler@habitatsask.ca.

We are open to further discussion and would be delighted to participate in a City Council meeting or engage in any additional information sharing that you deem necessary.

Conclusion:

Thank you for considering our application for funding. We are committed to making a positive impact in Prince Albert by providing affordable housing opportunities and would greatly appreciate your support in achieving this goal. If you require any further information or clarification, please do not hesitate to contact us.



Darrick Latsay, CEO

Applicant Information

Applicant Name	Habitat for Humanity Saskatchewan Inc.
Name and Title	Darrick Latsay, CEO
Address	101 – 1445 Park St. Regina, SK S4N 4C5
Phone	306-347-4652
Email	dlatsay@habitatsask.ca

Project Information

Project Name	1315 - 6th Avenue West
Civic Address	1315 - 6th Avenue West
Legal Land Description	Lot 16 Blk/Par 7 Plan No M4701 Extension 23 Lot 17 Blk/Par 7 Plan No M4701 Extension 0
Build	New affordable home ownership infill build with three (3) bedrooms - 1104 sq. ft

Project Development Phasing

Expected Total Project Costs	\$291,521.92
Projected Construction Start Date	October 2023
Projected Completion Date	August 2024

Project Estimated Budget

	Estimate	PST	GST	Total
Safety fencing (<i>Greenland Waste Disposal</i>)	\$500.00	\$30.00	\$25.00	\$555.00
Concrete for footings and basement floor (<i>B&B Concrete</i>)	\$9,102.00	\$546.12	\$455.10	\$10,103.22
Basement and House Labour excavation to finishing (<i>Ironwood Construction</i>)	\$81,828.00		\$4,091.40	\$85,919.40
Materials Package (<i>Econo Lumber</i>)	\$92,739.24	\$5,564.35	\$4,636.96	\$102,940.55
Electrical Labour and Materials (<i>TC Electric Inc.</i>) has some Habitat supplied material valued at \$5000.00	\$20,000.00		\$1,000.00	\$21,000.00
Plumbing Labour and Materials (<i>Winterhalt Mechanical Ltd.</i>)	\$33,875.00		\$1,693.75	\$35,568.75
Screw Piles (<i>Pine Star Enterprises Ltd.</i>)	\$1,500.00	\$90.00	\$75.00	\$1,665.00
Landscaping with help of family volunteers	\$6,000.00	\$360.00	\$300.00	\$6,660.00
Natural Gas Install	\$1,000.00	\$60.00	\$50.00	\$1,110.00
	\$246,544.24			\$265,521.92
10% Contingency				\$26,000.00
				\$291,521.92



[Home](#) > [Canada Revenue Agency](#) > [Charities and Giving](#) > [Search](#)

> [T3010 Registered Charity Information Return](#)

Detail page

i Use this page to confirm an organization's status and its Business/Registration number. The Charities Directorate has not necessarily verified the other information provided by the organization.

HABITAT FOR HUMANITY SASKATCHEWAN INC.

Business/Registration number:

891927030 RR 0001

Status:

Registered

Effective date of status:

1994-08-18

Type of qualified donee:

Charity

Sanction:

N/A

Language of correspondence:

ENGLISH

Designation:

Charitable organization

Charity type:

Certificate of Amalgamation

I certify that:

HABITAT FOR HUMANITY SASKATCHEWAN INC.

102118248

resulted from the amalgamation of

HABITAT FOR HUMANITY SASKATOON INC.
PRINCE ALBERT HABITAT FOR HUMANITY INC.
HABITAT FOR HUMANITY REGINA INC.

under *The Non-profit Corporations Act, 1995*
on January 01, 2021.



Director of Corporations
January 08, 2021



**Residential Building Permit
(new, additions, renovations/alterations)**

Civic Address: **1315 6th Avenue West**

Permit No.: **28923**

Legal Description: **Lots 16 & 17, Block 7, Plan M4701**

Applicant: **Habitat for Humanity Saskatchewan**

Fee: **\$ 1,284.00**

Class of Work: **New Construction**

Use: **One Unit Dwelling**

Sq. Ft. (if new or addition): **1104 sq ft**

Attached Accessory Bldg:

1st Storey: 2nd Storey:

REMARKS/REQUIREMENTS:

All requirements for this building permit are checked off below:

- Deck included in permit. All exposed wood to be pressure treated. Stairs to hang directly from deck or additional support required.
- Smoke alarms installed every level, every bedroom, hardwired, interconnected w battery backup, and within 5.0m of bedroom doors in hallway.
- Carbon monoxide alarms installed in every bedroom or outside bedroom door within 5.0m.
- 4" radon pipe rough in, centrally located, clearly labelled. Leave end of pipe visible for inspection.
- 6mil CGSB poly air barrier under slab is to be sealed around perimeter and all penetrations with a flexible sealant (including sump, basement plumbing). *Call for inspection prior to pouring basement slab.*
- Provide roof and floor framing, beam & LVL design from manufacturer to office or on site at framing inspection.
- All doors and windows to meet the North American Fenestration Standard. Leave stickers on until inspected.
- Bedroom windows to have an unobstructed area not less than 0.35m², with no opening less than 380mm (15").
- Minimum 8" from bottom of window to finished grade or install minimum 780mm window wells in bedrooms c/w weeping tile connected to weeping tile at footing.
- Minimum 8" from top of foundation to finished grade.
- Soffits to be non-vented if encroaches into the 4' side yard.
- Tall walls between 12'-14' to have mid-blocking every 4' on entire wall. Tall walls, 16' or taller, will be required to be stamped by a Professional Engineer.
- If any spray foam, Styrofoam or ICF used, it is to be protected as per NBC. Provide spray foam information, name of business & certified installer.
- If screw piles are to be used, they will be required to be stamped by a Professional Engineer.
- Any changes to plans must be updated with the Building Division.
- Must be constructed to comply with 9.38 with the materials and products listed on the plans and the compliance path form submitted.
- Inspections required prior to occupancy.
- Other requirements: As per drawing and engineered plans

Lots to be consolidated.

PWF Foundation as per Engineered drawings, any drilling or notching of PWF studs is to be done as per Professional Engineers specifications or as per CSA S406-16.

Handrails required minimum one side of stair between 34" (865mm) to 42" (1070mm) high measured from stair nosing. Continuous along stair flight. Guards required when stair and/or floor surface is greater than 24" from adjacent foot/grade.

Gas Water heater to have a minimum Uniform Energy Factor (UEF) of 0.67. Seal all air ducts

All inspections required are checked off below (starting in left column):

- Prior to pouring footings/slabs/grade beams. Smoke Seal
- Prior to backfill. Poly/insulation
- Surveyors Certificate after foundation is complete. Final
- Radon inspection prior to pouring basement slab.
- Framing prior to installing poly/insulation.

Contact 306.953.4370 24 hours in advance to arrange required inspections.

Permission is hereby granted to proceed with the construction outlined in this permit.

Building Inspector: _____

Date Issued: **July 13/23**

If construction has not commenced within 6 mos. of permit issue date, this permit is revoked. If construction has commenced within 6 mos. of permit issue date, this permit is valid for 2 years from that date.

Electrical & Gas Permits www.taask.ca or 1-366-530-8599 Plumbing Permits 306.765.8600



Original - Planning & Development

Copy - Applicant

Site Plan/Floor Plans/Elevation Drawings/Renderings
Attached as separate e-file



CITY OF PRINCE ALBERT
GRADE CERTIFICATE
FINISHED GRADE & SANITARY SEWER ELEVATIONS

OFFICE USE ONLY
 No. 23-11
 Date Aug 22/2023

Subject Property: 1315 6th Avenue West
 Legal Description: Lot(s) 16 + 17 Block(s) 7 River Lot _____
 Plan M 4701 Ext. 0 Owner/Builder: Habitat for Humanty Sask.
 Mailing Address: 101-1445 Park St. Regina, SK S4N 4C5

The information contained herein is provided as a convenience and is based on design data available at date. It is the responsibility of the owner and/or builder to set the building at such a height above curb (or road) level that adequate surface drainage from lot to street and sewer drainage from basement to sewer main is achieved.

Property owners are advised that directing roof drain flow and surface runoff onto neighboring properties may impose civil liability implications on the property, with the exceptions of easements designated in grading designs unless otherwise authorized by the City Engineer.

GEODETTIC INFORMATION: GEODETTIC B.M. _____
 ZONE _____ RAMSET _____
 DESCRIPTION: CC STAMP IN WALK _____
TBM on concrete sidewalk East of 1315
6th Ave. W.

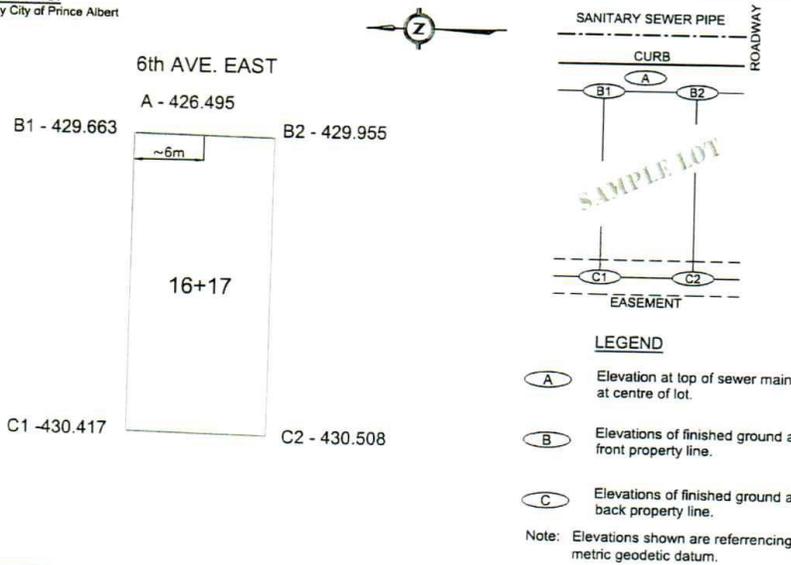
 ELEVATION: 429.774m

MAKE ALLOWANCE FOR THE FOLLOWING LOSS OF DEPTH:

- Sewer connection starts from top of main and rises at 20mm per metre (1/4" per foot).
- Possible interference

Type	Size (mm)	Approx. Depth Loss
WATER MAIN	—	—
STORM SEWER	—	—

SITE PLAN - N.T.S.
 To Be Filled in by City of Prince Albert



LEGEND

- A** Elevation at top of sewer main at centre of lot.
- B** Elevations of finished ground at front property line.
- C** Elevations of finished ground at back property line.

Note: Elevations shown are referencing metric geodetic datum.

I, the undersigned, hereby acknowledge that:

- the finished ground elevation is not to be altered within 3m (10 ft) of rear easement.
- the finished ground elevations are to comply with the elevations provided upon completion of this form.
- that, during construction, the concrete curbs, sidewalks and curb boxes will be protected from damage.

Amy Smith 08/21/2023
 APPLICANT SIGNATURE DATE

**CITY OF PRINCE ALBERT
 PUBLIC WORKS**

VS SN

COMPILED BY _____ CHECKED BY _____
 Digitally signed by Marcel Garsau
 Date: 2023.09.01 09:35:38-0500
 FOR CITY ENGINEER

City of Regina Housing Incentive Policy
Attached as separate e-file

City of Regina Contacts

Laura Pfeifer
Senior City Planner, Housing
City Revitalization
306.552.3130

Aaron Hertes, Master of Public Policy
Policy Analyst
City Revitalization
(306) 271-1911

Michael Sliva
Senior City Planner
City Revitalization
306-529-5830

Email: chs@regina.ca



City of
Prince Albert

MOT 23-12

MOTION:

“That Administration schedule a bargaining meeting date with Canadian Union of Public Employees Local No. 882 to discuss all outstanding issues.”

Written by: Councillor Lennox-Zepp



City of
Prince Albert

CORR 23-80

TITLE: Questions Concerning Council's Involvement on CUPE Strike Matters

DATE: November 8, 2023

TO: City Council

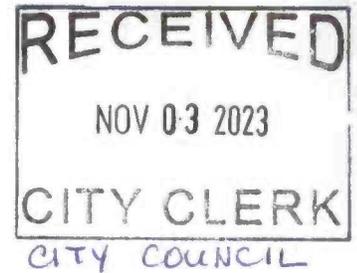
PUBLIC: X

INCAMERA:

ATTACHMENTS:

1. Letter dated October 26, 2023

Written by: Mike Henry



October 26, 2023

Prince Albert City Council
1084 Central Ave.
Prince Albert, Sask.

Dear Members of Council and City Manager:

Questions concerning Council's involvement on CUPE strike matters

I write this letter as a life-long resident of Prince Albert and a long-time member of the Prince Albert business community. I am interested in the business of City Council and in the integrity of how it conducts its business and debate.

I write to ask for some understanding and guidance on the role of City Council or its administration to protect the City from conflicts of interest, or apparent conflicts of interest, that creep into the debate and decisions of our City Councillors, in particular on matters that have significant financial implication for taxpayers.

As a taxpayer and business person, I am following with interest and attention the developments in the labour dispute involving members of the City's employees from its CUPE "inside workers" union.

I wish to make clear that I take no issue with collective bargaining or responsible labour action. Obviously I think the union expectation has to be balanced against other contract settlements and reasonable taxation levels that a tax base of our size can reasonably afford. I also recognize that the elected Councillors can come to debate this and other issues from different backgrounds, with different agendas and biases.

What is troubling me is that since the strike began elected Councillors who have direct family and employment ties with CUPE seem to be speaking for CUPE without respect for the interests of taxpayers. My understanding is that the law says that where there is a personal interest, a councillor has an obligation to remove herself from not only a vote but from the entire debate on the issue.

In particular we have a City Councillor who I understand is married to the CUPE rep whose job it is to represent the members of the CUPE local now striking. People I know from the union have told me that he has been very directly and visibly involved in negotiations and union strategies concerning the collective agreement and job action.

What is also of concern is the observation that when this Councillor is now rising in Council meetings to champion CUPE's position, without declaring a conflict, it seems to be on occasions coordinated with CUPE members who show up in large numbers at the public meeting to support her comments and position.

What is also of concern is the observation that when this Councillor is now rising in Council meetings to champion CUPE's position, without declaring a conflict, it seems to be on occasions coordinated with CUPE members who show up in large numbers at the public meeting to support her comments and position.

While I am not a lawyer, the Councillor in question is a lawyer. It is my understanding of the law that in cases where her family member is directly employed and involved in the very interests of the labour decision she is trying to persuade the rest of Council to support, that she should be declaring a conflict, she should be removing herself completely from the discussion or decision, and she should be leaving the Council chamber during the debate. I understand that this is her obligation whether there is an actual conflict, or even where there is a situation where a reasonable person would be concerned that there might be an inappropriate personal interest.

My question is whose responsibility is it to make sure that the Councillor is conducting herself according to the legal rules? What is the role of the rest of Council or of the City administration to protect the integrity of Council debate and decision making when parties with family or employment interests in an issue insist on being the champion, as in this case, of a union position that taxpayers who elected her are uncomfortable with.

I would appreciate your consideration and response on this important issue. Thank you.

Sincerely,



Mike Henry
1126 Central Ave
P.A. SK S6V4V6



City of
Prince Albert

MOT 23-14

MOTION:

“That \$30,000 be considered in the upcoming 2024 Budget deliberations to help reduce the barrier of transportation for willing homeless people to return to their home community.”

Written by: Councillor Edwards



City of
Prince Albert

MOT 23-13

MOTION:

“That the City prepare and submit Victim Impact Statements for the three (3) people charged in relation to the offenses that resulted in the robbery and shooting of a victim that occurred near St. Mary High School on September 8, 2023.”

Written by: Councillor Edwards