



CITY COUNCIL

**Monday, February 29, 2016
5:30 PM**

Henry Baker Hall, Main Floor, City Hall



Office of the City Clerk

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**REVISED AGENDA
CITY COUNCIL
MONDAY, FEBRUARY 29, 2016**

Confirmation of Agenda

Minutes of the meeting held on January 25, 2016

PUBLIC NOTICE BYLAWS AND RELATED REPORTS

CR16-10 Regina Planning Commission: Proposed Zoning Bylaw Amendment (15-Z-02) – Response to MN14-6 Municipal and Provincial Daycare Regulations

Recommendation

1. That the proposed amendments to *Bylaw No. 9250, A Bylaw of the City of Regina to Provide for the Zoning of the City of Regina for the Purpose of Controlling the Use of Land to Provide for the Amenity, Health, Safety and General Welfare of the Inhabitants of the City of Regina* (commonly known as the Zoning Bylaw) be APPROVED as specified in Appendix A-1.
2. That the City Solicitor be directed to prepare the necessary bylaw to authorize the respective Zoning Bylaw amendment.

CR16-11 Regina Planning Commission: Closure Application (15-CL-21) Portion of Right-of-Way Adjacent to 54 Fox Glove Crescent and 200 Frontenac Drive

Recommendation

1. That the application for the closure of the lane as shown on the attached Descriptive Plan Type II between 54 Fox Glove Crescent and 200 Frontenac Drive as walkway as shown in Appendix A-3 as plan of proposed subdivision prepared by Scott L. Colvin of Midwest Surveys, dated October 15, 2015 and legally described as follows, be APPROVED:

Lane St/ L 26, Regd. Plan No. FZ 4297 NW ¼ Sec 6, TWP 17, RGE 19, W2M, Regina, Saskatchewan.

2. That the City Solicitor be directed to prepare the necessary bylaw.



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- 2016-6 THE REGINA ZONING AMENDMENT BYLAW, 2016
- 2016-7 A BYLAW TO PROVIDE FOR THE CLOSURE AND SALE OF PORTION OF RIGHT-OF-WAY ADJACENT TO 54 FOX GLOVE CRESCENT AND 200 FRONTENAC DRIVE
- 2016-9 A BYLAW TO PROVIDE FOR THE CLOSURE AND SALE OF A PORTION OF UNNAMED AVENUE (ALSO KNOWN AS RIVERSIDE AVENUE) RIGHT-OF-WAY

DELEGATIONS, BYLAWS AND RELATED REPORTS

- DE16-10 Jackie Schmidt - Heritage Regina: Removal of Property From the Heritage Holding Bylaw (Bylaw No. 8912) 13 Leopold Crescent – Watchler 2nd Residence
- DE16-11 Dennis Dodds: Removal of Property From the Heritage Holding Bylaw (Bylaw No. 8912) 13 Leopold Crescent – Watchler 2nd Residence
- CR16-12 Regina Planning Commission: Removal of Property From the Heritage Holding Bylaw (Bylaw No. 8912) 13 Leopold Crescent – Watchler 2nd Residence

Recommendation

1. That the *Bylaw of the City of Regina to Deny a Permit for the Alteration or Demolition of Properties that the Council of the City of Regina may wish to Designate as Municipal Heritage Properties No. 8912* be amended to remove the property listed as Item 5.8 (the Watchler (2nd) Residence located at 13 Leopold Crescent) from Schedule A.
2. That the City Solicitor be instructed to prepare the required bylaw amendment.

- DE16-12 Richard Jankowski – ISLA Ventures: Discretionary Use Application (15-DU-24) Humanitarian Services Facility – 160 McIntosh Street
- CR16-13 Regina Planning Commission: Discretionary Use Application (15-DU-24) Humanitarian Services Facility – 160 McIntosh Street

Recommendation

That the discretionary use application for a proposed Humanitarian Services Facility located at 160 McIntosh Street, being Parcel X, Plan 65R11965 be APPROVED, and that a Development Permit be issued subject to the following conditions:



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- a) The development shall be consistent with the plans attached to this report as Appendix A-3.1 inclusive, prepared by Alton Tangedal Architect Ltd and dated October 30, 2015; and
- b) The development shall comply with all applicable standards and regulations in *Bylaw No. 9250, A Bylaw of the City of Regina to Provide for the Zoning of the City of Regina for the Purpose of Controlling the Use of Land to Provide for the Amenity, Health, Safety and General Welfare of the Inhabitants of the City of Regina* (commonly known as the Zoning Bylaw).

2016-11 A BYLAW OF THE CITY OF REGINA TO DENY A PERMIT FOR THE ALTERATION OR DEMOLITION OF PROPERTIES THAT THE COUNCIL OF THE CITY OF REGINA MAY WISH TO DESIGNATE AS MUNICIPAL HERITAGE PROPERTIES AMENDMENT BYLAW, 2016

COMMITTEE REPORTS

FINANCE AND ADMINISTRATION COMMITTEE

CR16-14 Servicing Agreement Fees Exemption for New Baseball Park Subdivision

Recommendation

That the subdivision application submitted to create the land parcel intended for the development of a new baseball park in southeast Regina be exempt from Service Agreement Fees.

REGINA PLANNING COMMISSION

CR16-15 Discretionary Use Application (15-DU-28) Restaurant – 410 Dewdney Avenue

Recommendation

That the discretionary use application for a proposed restaurant located at 410 Dewdney Avenue, being Unit 3, Condominium Plan No. 102143630, Condominium Parcel No. 202890775, Innismore Subdivision be APPROVED, and that a Development Permit be issued subject to the following conditions:

- a) The development shall be consistent with the plans attached to this report as Appendix A-3.1 to A-3.3 inclusive, prepared by S. Rajakumar, S.L.S. of Midwest Surveys dated October 31, 2013 and Yasemin Asili and dated December 9, 2015;



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- b) Seating capacity shall be limited to the available parking capacity within the condominium plan; and
- c) The development shall comply with all applicable standards and regulations in *Bylaw No. 9250, A Bylaw of the City of Regina to Provide for the Zoning of the City of Regina for the Purpose of Controlling the Use of Land to Provide for the Amenity, Health, Safety and General Welfare of the Inhabitants of the City of Regina* (commonly known as the Zoning Bylaw).

INFORMATIONAL REPORTS

IR16-1 Executive Committee: 2015 Semi-Annual Review of Closed Executive Committee Items

Recommendation

That this report be received and filed.

IR16-2 Mayor's Report: Federation of Canadian Municipalities (FCM) Big City Mayors' Caucus (BCMC) Meeting – February 4 – 5, 2016

Recommendation

That this report be received and filed.

BYLAWS AND RELATED REPORTS

MR16-1 Mayor's Report: Appointment of City Manager

Recommendation

1. That in accordance with Sections 84(1) and 87(1) of *The Cities Act*, City Council appoint Christopher J. Holden as City Manager effective March 1, 2016 for a term of up to five years.
2. That the terms and conditions of Mr. Holden's appointment be confirmed as outlined in the attached Employment Contract.
3. That the City Solicitor be instructed to bring forward the necessary bylaw to authorize execution and administration of the Employment Contract.



Office of the City Clerk

CR16-16 Finance and Administration Committee: Tax Exemption – 176 and 180 St. John Street

Recommendation

1. That a five-year, 100 per cent tax exemption be provided for the affordable rental properties at 176 and 180 St. John Street commencing January 1, 2016.
2. That the City Solicitor be directed to prepare the necessary Bylaw to exempt these properties.

2016-5 THE HOUSING INCENTIVE PROGRAM TAX EXEMPTION BYLAW, 2016

2016-8 THE 176 AND 180 ST. JOHN STREET TAX EXEMPTION BYLAW, 2016

2016-10 THE CITY MANAGER CONTRACT EXECUTION AND ADMINISTRATION BYLAW, 2016

ADJOURNMENT

AT REGINA, SASKATCHEWAN, MONDAY, JANUARY 25, 2016

AT A MEETING OF CITY COUNCIL

AT 5:30 PM

These are considered a draft rendering of the official minutes. Official minutes can be obtained through the Office of the City Clerk once approved.

Present: Mayor Michael Fougere, in the Chair
Councillor Bryon Burnett
Councillor Jerry Flegel
Councillor Shawn Fraser
Councillor John Findura
Councillor Bob Hawkins
Councillor Terry Hincks
Councillor Wade Murray
Councillor Mike O'Donnell
Councillor Barbara Young

Regrets: Councillor Sharron Bryce

Also in Attendance: Chief Legislative Officer & City Clerk, Jim Nicol
Deputy City Clerk, Erna Hall
A/City Manager & CAO, Ed Archer
A/Chief Financial Officer, Ian Rea
Executive Director, Legal & Risk, Byron Werry
Deputy City Manager & COO, Brent Sjoberg
Executive Director, City Planning & Development, Diana Hawryluk
Executive Director, City Services, Kim Onrait
Executive Director, Human Resources, Pat Gartner
Executive Director, Transportation & Utilities, Karen Gasmio
Director, Communications, Chris Holden
Director, Community Services, Laurie Shalley

CONFIRMATION OF AGENDA

Councillor Bryon Burnett moved, seconded by Councillor Barbara Young, that the agenda for this meeting be approved, with the following adjustments and that the delegations listed on the agenda be heard when called forward by the Mayor:

- Add a brief from Amy Snider as items DE16-8 – Amy Snider.
- Add a brief from Brooke Longpre as item DE16-9.

The motion was put and declared CARRIED UNANIMOUSLY.

ADOPTION OF MINUTES

Councillor Wade Murray moved, seconded by Councillor Jerry Flegel, AND IT WAS RESOLVED, that the minutes for the meeting held on December 21, 2015 be adopted, as circulated.

PUBLIC NOTICE BYLAWS AND RELATED REPORTS

CR16-1 Regina Planning Commission: Application for Road Closure (15-CL-17) -
Portion of Road Adjacent to 2210 Courtney Street

Recommendation

1. That the application for the closure of a portion of Courtney Street as shown on the attached plan of proposed subdivision prepared by Scott Colvin, SLS, dated September 25, 2015 and legally described as Plan 102146385 & 102011904 SE 1/4 21-17-20 W2M be APPROVED; and the resulting land parcel be designated as a "Municipal Utility" parcel.
2. That the City Solicitor be directed to prepare the necessary bylaw.

Councillor Mike O'Donnell moved, seconded by Councillor Terry Hincks, AND IT WAS RESOLVED, that the recommendations of the Regina Planning Commission contained in the report be concurred in.

2016-1 A BYLAW TO PROVIDE FOR THE CLOSURE OF PORTION OF
COURTNEY STREET RIGHT-OF-WAY ADJACENT TO 2210
COURTNEY STREET

Councillor Barbara Young moved, seconded by Councillor Shawn Fraser, AND IT WAS RESOLVED, that Bylaw No. 2016-1 be introduced and read a first time. Bylaw No. 2016-1 was read a first time.

No letters of objection were received pursuant to the advertising with respect to Bylaw No. 2016-1.

The Clerk called for anyone present who wished to address City Council respecting Bylaw No. 2016-1 to indicate their desire.

No one indicated a desire to address Council.

Councillor Barbara Young moved, seconded by Councillor Wade Murray, AND IT WAS RESOLVED, that Bylaw No. 2016-1 be read a second time. Bylaw was read a second time.

Councillor Barbara Young moved, seconded by Councillor Terry Hincks that City Council hereby consent to Bylaw No. 2016-1 going to third and final reading at this meeting.

The motion was put and declared CARRIED UNANIMOUSLY.

Councillor Barbara Young moved, seconded by Councillor Jerry Flegel, AND IT WAS RESOLVED, that Bylaw No. 2016-1 be read a third time. Bylaw was read a third and final time.

DELEGATIONS, RELATED REPORTS AND MOTION

DE16-1 Lisa Koch - Regina Humane Society: Renewal of Animal Spay and Neuter Program Services Contract

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Lisa Koch and Steve Battistolo representing Regina Humane Society addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's *Procedure Bylaw No. 9004*, this brief was tabled until after consideration of CR16-2, a report from the Community and Protective Services Committee respecting the same subject.

CR16-2 Community and Protective Services Committee: Renewal of Animal Spay and Neuter Program Services Contract

Recommendation

1. That the Deputy City Manager be authorized to resolve the final terms and conditions upon which the Animal Services Agreement between the Regina Humane Society and the City of Regina will be amended to include the Low Income Spay/Neuter Program items as outlined in this report.
2. That the City Clerk be authorized to execute any definitive legal agreements after review by the City Solicitor.

Councillor Jerry Flegel moved, seconded by Councillor Terry Hincks, AND IT WAS RESOLVED, that the recommendations of the Community and Protective Services Committee contained in the report be concurred in.

DE16-2 Len Antonini: Regina Minor Football – Leibel Field Facility Donation Agreement

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Len Antonini and Kelly Hamilton representing Regina Minor Football addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's *Procedure Bylaw No. 9004*, this brief was tabled until after consideration of CR16-3, a report from the Community and Protective Services Committee respecting the same subject.

CR16-3 Community and Protective Services Committee: Regina Minor Football –
Leibel Field Facility Donation Agreement

Recommendation

1. That City Council authorize the Executive Director of City Services to negotiate and approve the terms of a construction agreement between Regina Minor Football Association and the City of Regina for the construction of a change room, storage, classroom and meeting facility at Leibel Field.
2. That City Council authorize the Executive Director of City Services to negotiate and approve the terms of a donation and operation and maintenance agreement between Regina Minor Football Association and the City of Regina for the donation and long term operation and maintenance of the Leibel Field Facility by the Regina Minor Football Association.
3. That the City Clerk be authorized to execute the agreement on behalf of the City after review by the City Solicitor.

Councillor Jerry Flegel moved, seconded by Councillor Terry Hincks, AND IT WAS RESOLVED, that the recommendations of the Community and Protective Services Committee contained in the report be concurred in.

MN16-1 Councillor Fraser - The Right to a Healthy Environment

Councillor Shawn Fraser moved, seconded by Councillor Mike O'Donnell that the recommendations contained in this motion be concurred.

(MN16-1 - Councillor Fraser – The Right to a Healthy Environment was tabled until after consideration of item DE16-9.)

DE16-3 Josh Campbell: The Right to a Healthy Environment

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Josh Campbell representing himself addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's *Procedure Bylaw No. 9004*, this brief was tabled until after consideration of MN16-1 a motion from Councillor Fraser respecting the same subject.

(Councillor Hincks temporarily left the meeting.)

DE16-4 Yvette Crane: The Right to a Healthy Environment

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Yvette Crane, representing Regina Blue Dot Movement addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's *Procedure Bylaw No. 9004*, this brief was tabled until after consideration of MN16-1 a motion from Councillor Fraser respecting the same subject.

DE16-5 Julian Wotherspoon: The Right to a Healthy Environment

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Julian Wotherspoon, representing herself addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's *Procedure Bylaw No. 9004*, this brief was tabled until after consideration of MN16-1 a motion from Councillor Fraser respecting the same subject.

DE16-6 Kelly Husack: The Right to a Healthy Environment

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Kelly Husack, representing the Regina Blue Dot Movement addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's *Procedure Bylaw No. 9004*, this brief was tabled until after consideration of MN16-1 a motion from Councillor Fraser respecting the same subject.

(Councillor Hincks returned to the meeting.)

DE16-7 Brian Brunskill: The Right to a Healthy Environment

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Brian Brunskill representing himself addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's *Procedure Bylaw No. 9004*, this brief was tabled until after consideration of MN16-1 a motion from Councillor Fraser respecting the same subject.

DE16-8 Amy Snider: The Right to a Healthy Environment

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Amy Snider, representing herself addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's *Procedure Bylaw No. 9004*, this brief was tabled until after consideration of MN16-1 a motion from Councillor Fraser respecting the same subject.

DE16-9 Brooke Longpre: The Right to a Healthy Environment

Pursuant to due notice the delegation was present.

The Mayor invited the delegation to come forward and be heard. Brooke Longpre, representing herself addressed Council and answered a number of questions.

Pursuant to the provisions of Section 16(11)(c) of City Council's *Procedure Bylaw No. 9004*, this brief was tabled until after consideration of MN16-1 a motion from Councillor Fraser respecting the same subject.

MN16-1 Councillor Fraser - The Right to a Healthy Environment

Pursuant to due notice, Councillor Shawn Fraser moved, seconded by Councillor Mike O'Donnell that:

- 1. The City of Regina shall specify objectives, targets, timelines, and actions that it will take within its jurisdiction to fulfill residents' rights to a healthy environment, including priority actions to:**
 - Ensure infrastructure and development projects protect the environment;**
 - Document, protect, and prioritize green infrastructure, such as city trees;**
 - Document current greenhouse gas emission estimates and identify areas where emissions can potentially be reduced;**
 - Responsibly increase density;**
 - Prioritize walking, cycling and public transit as preferred modes of transportation;**
 - Ensure adequate infrastructure for the provision of safe and accessible drinking water;**
 - Reduce solid waste and promote recycling and composting; and**
 - Establish and maintain quality accessible green spaces in all residential neighbourhoods.**
- 2. The City of Regina will consult with residents as part of this process.**
- 3. The City of Regina shall review these objectives, targets, timelines and actions every five (5) years, and evaluate progress towards fulfilling this declaration.**

4. **The City of Regina, recognizing the critical role that other levels of government play in providing a healthy environment, send letters of support to the provincial government and to the federal government encouraging them to develop provincial and federal legislation that supports all peoples' rights to live in a healthy environment.**

Mayor Michael Fougere stepped down to enter debate.

Councillor Barbara Young assumed the Chair.

Mayor Michael Fougere returned to the Chair prior to the vote.

Councillor Bob Hawkins moved, seconded by Councillor Mike O'Donnell, AND IT WAS RESOLVED, that this item be referred to the Administration for a report back to Executive Committee on all the financial, legal, environmental and other relevant implications of the motion for the City of Regina.

COMMITTEE REPORTS

EXECUTIVE COMMITTEE

CR16-4 2016 Municipal Election

Recommendation

1. That the use of mobile and special polls for serving voters at the institutions defined under section 29 of *The Local Government Election Act, 2015* (the "Act") be approved.
2. That the regular polling areas, polling places and special polls as outlined in Appendix 'A' be approved.
3. That the special, advance and mobile polls as outlined in the body of the report be approved and held during the operating hours established under Appendix 'B'.
4. That the rates of remuneration for election officials summarized in Appendix 'C' be approved.
5. That the voters be registered at the polls on Election Day or at the advance polls on the dates set for voting in advance of Election Day.
6. That the names of candidates on the Mayor and Councillor ballots be listed in alphabetical order by surname.
7. That the requirement for criminal record checks for candidates in municipal elections not be approved.

Councillor Barbara Young moved, seconded by Councillor Mike O'Donnell, AND IT WAS RESOLVED, that the recommendations contained in the report be concurred in.

CR16-5 Out-of-Scope 2016 General Wage Increase

Recommendation

That Out-of-Scope employees receive a 2.00% General Wage Increase (GWI) effective January 1, 2016.

Councillor Barbara Young moved, seconded by Councillor Bob Hawkins, AND IT WAS RESOLVED, that the recommendations contained in the report be concurred in.

REGINA PLANNING COMMISSION

CR16-6 Laneway and Garden Suites Guidelines and Pilot Project

Recommendation

1. That the Laneway and Garden Suites Pilot Project, as described within this report, be approved.
2. That the Laneway and Garden Suites Pilot Guidelines, attached as Appendix A, be approved.

Councillor Mike O'Donnell moved, seconded by Councillor Jerry Flegel that the recommendations contained in the report be concurred in.

Mayor Michael Fougere stepped down to enter debate.

Councillor Barbara Young assumed the Chair.

Mayor Michael Fougere returned to the Chair prior to the vote.

The motion was put and declared CARRIED.

CR16-7 Application for Discretionary Use (15-DU-19) Proposed Restaurant 860 Winnipeg Street

Recommendation

That the discretionary use application for a proposed restaurant located at 860 Winnipeg Street, being Lot 4, Block 3, Plan No. 102076792 Industrial Park Subdivision be APPROVED, and that a development permit be issued subject to the following conditions:

- a) The development shall be consistent with the plans attached to this report as Appendix A-3.1, A-3.1a, A-3.2 and A-3.3 prepared by Alton Tangedal Architect Ltd. and dated October 21, 2015; and
- b) The development shall comply with all applicable standards and regulations in *Regina Zoning Bylaw No. 9250*.

Councillor Mike O'Donnell moved, seconded by Councillor Jerry Flegel, AND IT WAS RESOLVED, that the recommendations contained in the report be concurred in.

BYLAWS AND RELATED REPORTS

CR16-8 Executive Committee: Amendments to The Regina Civic Employees' Long Term Disability Plan

Recommendation

1. That *The Regina Civic Employees' Long Term Disability Plan, 1992 Bylaw*, Bylaw No. 9566 (the "LTD Plan") be amended to add Möbius Benefit Administrators Inc. ("Möbius") to the definitions of "employer" so as to have Möbius as a participating employer in the LTD Plan.
2. That the City Solicitor be instructed to bring forward an amendment to *The Regina Civic Employees' Long Term Disability Plan, 1992 Bylaw*, Bylaw No. 9566 to add Möbius to the definition of "employer".

Councillor Barbara Young moved, seconded by Councillor Bob Hawkins, AND IT WAS RESOLVED, that the recommendations of the Executive Committee contained in the report be concurred in.

CR16-9 Executive Committee: Appointments to Fiduciary Boards

Recommendation

1. That clause 3(h) of Table 4 of Schedule "A" of Bylaw 2009-40, *The Committee Bylaw*, be amended to remove the delegated authority for the Finance and Administration Committee to appoint one of its members to the Civic Employees' Long Term Disability Plan Administrative Board and the Civic Employees' Superannuation and Benefit Plan Administrative Board.
2. That Barbara March-Burwell and Tanya Lestage be approached to see if they would sit on the Regina Civic Employees' Long Term Disability Plan Administrative Board and if so, that both of these people be appointed to this Administrative Board.

Councillor Barbara Young moved, seconded by Councillor Terry Hincks, AND IT WAS RESOLVED, that the recommendations of the Executive Committee contained in the report be concurred in after amending recommendation #2 as follows:

2. That Barbara March-Burwell and Tanya Lestage be appointed to the Regina Civic Employees' Long Term Disability Plan Administrative Board and that they continue to hold office until their successors are appointed.

2016-3 THE REGINA CIVIC EMPLOYEES' LONG TERM DISABILITY
PLANAMENDMENT BYLAW, 2016

2016-4 THE COMMITTEE AMENDMENT BYLAW, 2016

Councillor Barbara Young moved, seconded by Councillor John Findura, AND IT WAS RESOLVED, that Bylaws No. 2016-3 and 2016-4 be introduced and read a first time. Bylaws were read a first time.

Councillor Barbara Young moved, seconded by Councillor Mike O'Donnell, AND IT WAS RESOLVED, that Bylaws No. 2016-3 and 2016-4 be read a second time. Bylaws were read a second time.

Councillor Barbara Young moved, seconded by Councillor Bob Hawkins that City Council hereby consent to Bylaws No. 2016-3 and 2016-4 going to third and final reading at this meeting.

The motion was put and declared CARRIED UNANIMOUSLY.

Councillor Barbara Young moved, seconded by Councillor Bryon Burnett, AND IT WAS RESOLVED, that Bylaws No. 2016-3 and 2016-4 be read a third time. Bylaws were read a third and final time.

ADJOURNMENT

Councillor Jerry Flegel moved, seconded by Councillor Terry Hincks, AND IT WAS RESOLVED, that Council adjourn.

The meeting adjourned at 7:58 p.m.

Mayor

City Clerk

February 29, 2016

To: His Worship the Mayor
and Members of City Council

Re: Proposed Zoning Bylaw Amendment (15-Z-02)
Response to MN 14-6: Municipal and Provincial Daycare Regulations

**RECOMMENDATION OF THE REGINA PLANNING COMMISSION
– FEBRUARY 10, 2016**

1. That the proposed amendments to *Bylaw No. 9250, A Bylaw of the City of Regina to Provide for the Zoning of the City of Regina for the Purpose of Controlling the Use of Land to Provide for the Amenity, Health, Safety and General Welfare of the Inhabitants of the City of Regina* (commonly known as the Zoning Bylaw) be APPROVED as specified in Appendix A-1.
2. That the City Solicitor be directed to prepare the necessary bylaw to authorize the respective Zoning Bylaw amendment.

REGINA PLANNING COMMISSION – FEBRUARY 10, 2016

The Commission adopted a resolution to concur in the recommendation contained in the report.

Recommendations #3 and #4 do not require City Council approval.

Councillors: Mike O'Donnell (Chairperson), Jerry Flegel and Barbara Young; Commissioners: Pam Dmytriw, Phil Evans, Simon Kostic, Adrienne Hagen Lyster, Ron Okumura, Daryl Posehn, Laureen Snook and Kathleen Spatt were present during consideration of this report by the Regina Planning Commission.

The Regina Planning Commission, at its meeting held on February 10, 2016, considered the following report from the Administration:

RECOMMENDATION

1. That the proposed amendments to *Bylaw No. 9250, A Bylaw of the City of Regina to Provide for the Zoning of the City of Regina for the Purpose of Controlling the Use of Land to Provide for the Amenity, Health, Safety and General Welfare of the Inhabitants of the City of Regina* (commonly known as the Zoning Bylaw) be APPROVED as specified in Appendix A-1;
2. That the City Solicitor be directed to prepare the necessary bylaw to authorize the respective Zoning Bylaw amendment;
3. That this report be forwarded to the February 29, 2016 City Council meeting, which will allow sufficient time for advertising of the required public notices for the respective bylaws; and

4. That MN 14-16 be removed from the List of Outstanding Items for the Regina Planning Commission.

CONCLUSION

Amendments to the Zoning Bylaw will align municipal regulation for child care services with Provincial Legislation, *The Child Care Act* (the Act). The amendments to the Zoning Bylaw will increase in the number of children that can receive care in a Child Daycare Home as a permitted use to 12, which is consistent with the Act.

BACKGROUND

City Council passed motion MN 14-6 at the December 15, 2014 City Council Meeting and it was resolved that:

1. Administration undertake discussion with the Ministry of Education on the provincial licensing requirements for the regulation of daycare centres with a focus on opportunities and recommendations to strengthen the alignment between the regulation of these facilities under the Zoning Bylaw and the licensing provisions for daycare centres under Provincial legislation; and
2. A report regarding the recommended course of action with respect to aligning the regulations be provided to Executive Committee in the first quarter of 2015.

While the above motion references a report back to the Executive Committee, it was confirmed through follow-up discussion with the Clerk's Office that the more appropriate committee to provide the report back to would be the Regina Planning Commission.

This report addresses the above motion and is being considered pursuant to the Zoning Bylaw, *Design Regina: The Official Community Plan Bylaw No. 2013-48* (OCP) and *The Planning and Development Act, 2007*.

DISCUSSION

Regulation of Child Care Services

Both the City of Regina and the Government of Saskatchewan support and encourage the provision of child care services. The OCP supports complete neighbourhoods which are comprised of a mix of housing choices, amenities and services. The Statement of Provincial Interest Regulations encourages municipalities to identify residential needs of the community along the entire housing continuum and to allow for a range of housing types. With the City of Regina's projected growth, within the OCP, the need for child care services will increase with population growth. The Government of Saskatchewan regulates child care services through *The Child Care Act*, while the City of Regina regulates child care services through the Zoning Bylaw and through the business licensing process.

During the consideration of a recent Discretionary Use Application in 2014 it was discovered that the Government of Saskatchewan and the City of Regina have a different approach for regulating dwelling units that provide child care services to more than eight children and less

than 13 children at one time (between nine and 12 children). The difference between the Government of Saskatchewan's regulations and the City regulations has caused confusion for service providers and approving authorities.

City of Regina Regulatory Approach

The Zoning Bylaw currently has two separate daycare land use classifications:

1. A **Child Daycare Home** is defined as: "a private residence, where care, protection, and supervision are provided:
 - (a) on a regular basis of at least twice a week;
 - (b) to not more than eight children, including the children of the adult provider; and
 - (c) for more than two hours a day per any one child."

A Child Daycare Home is accommodated as a Residential Business, which is a permitted use within all residential zones. A residential business license is required on an annual basis, which has an application fee of \$225.00. According to the Zoning Bylaw definition, a Child Daycare Home must be occupied as a private residence; however, there is no definition for "private residence" so this is assumed to mean any type of dwelling unit as defined by the Zoning Bylaw and allowed for in a residential zone.

2. A **Child Daycare Centre** is defined as: "any facility with the exception of a child daycare home or school, where care, protection, and supervision are provided:
 - (a) on a regular schedule of at least twice a week;
 - (b) for more than two hours a day per any one child; and
 - (c) for which a license is required or has been obtained under The Child Protection Act."

A Child Daycare Centre includes detached dwellings that are occupied as a residence where child care services are provided to more than eight children and less than 13 children at one time (between nine and 12 children). A Child Daycare Centre also includes any other facility (not occupied as a residence) for the care of any amount of children.

A Child Daycare Centre is a discretionary use within all residential zones, except for the Transitional Area Residential Zone (TAR), where it is a permitted use. The discretionary use process is standard and requires all applicants to submit a development permit application along with plans for the intended use and a fee in the amount of \$2500.00. The development permit application is circulated to internal and external stakeholders for review, including property owners within 75 metres of the site where the development is proposed. Based on the analysis of the development permit application and the comments received from the circulation, Administration prepares recommendations for the Regina Planning Commission and City Council to consider during permit review. If approved by City Council, the Child Daycare Centre development permit is issued. The typical timeframe for a discretionary use development permit application to receive approval is three to four months.

The Zoning Bylaw outlines regulations for passenger drop-off spaces, which is in accordance with the number of children accommodated by the Child Daycare Centre, as well as off street parking (one space per centre).

Government of Saskatchewan Regulatory Approach

The Child Care Act has three classification for child care services:

1. **Family Child Care Home** means residential premises in which child care services are provided to not more than eight children at any one time.

A Family Child Care Home may be licensed or unlicensed. The maximum number of children within this classification shall be eight and whether licensed or unlicensed must adhere to *The Child Care Act* and the accompanying *The Child Care Regulations, 2001*.

2. **Group Family Child Care Home** means residential premises in which child care services are provided to not more than 12 children at any one time.

A Group Family Child Care Home must be licensed if there are more than eight children receiving child care services and the maximum number of children that can be provided child care services at any one time is 12. Any Group Family Child Care Home providing child care services to more than eight children at any one time must be assisted by another individual who is at least 18 years of age. A Group Family Child Care Home must adhere to *The Child Care Act* and the accompanying *The Child Care Regulations, 2001*.

3. **Child Care Centre** means a facility that provides child care services, but does not include:

- (a) a family child care home; or
- (b) a group family child care home.

A Child Care Centre includes any facility not located within a dwelling unit. All Child Care Centres must adhere to *The Child Care Act* and the accompanying *The Child Care Regulations, 2001*.

The Government of Saskatchewan's Ministry of Education Early Years Branch regulates and licenses all Family Child Care Homes, Group Family Child Care Homes and Child Care Centres. The Government of Saskatchewan's regulations focus on the safety, health, and well-being of children. Requirements for licensing include criminal record checks, municipal fire inspections, first aid training, tuberculin tests, and continuing education classes. The Act also regulates adult to child ratios for supervision according to age.

According to the Government of Saskatchewan, this initial licensing process typically takes three to six months to complete.

Current Status

Provincial Group Family Child Care Homes are defined in the Zoning Bylaw as a Child Day Care Centre and are a Discretionary Use in most residential zones. This has become an issue because Provincial Group Family Child Care Homes are conducted within a residence and are very similar in nature to a Provincial Family Child Care Home. However, Provincial Family Child Care Homes are defined in the bylaw as a Child Daycare Home and are accommodated as a Permitted Use in all residential zones.

	Provincial Regulation – <i>The Child Care Act</i>	Municipal Regulation – Regina Zoning Bylaw No. 9250
Current Definitions	“CHILD CARE CENTRE” means a facility that provides child care services, but does not include: (a) a family child care home; or (b) a group family child care home	“DAYCARE CENTRE, CHILD” – any facility with the exception of a child day care home or school, where care, protection and supervision are provided: (a) on a regular schedule of at least twice a week; (b) for more than two hours a day per any one child; and (c) for which a license is required or has been obtained under The Child Protection Act. <i>*DISCRETIONARY USE IN MOST RESIDENTIAL ZONES</i>
	“GROUP FAMILY CHILD CARE HOME” means residential premises in which child care services are provided to not more than 12 children at any one time	
	“FAMILY CHILD CARE HOME” means residential premises in which child care services are provided to not more than eight children at any one time	“DAYCARE HOME, CHILD” – a private residence, where care, protection, and supervision are provided: (d) on a regular basis of at least twice a week; (e) to not more than eight children, including the children of the adult provider; and, (f) for more than two hours a day per any one child. <i>*PERMITTED USE IN ALL RESIDENTIAL ZONES</i>

The City of Regina’s process for regulating child care services within a dwelling unit is different when the services are provided for eight or less children than when the service is provided for between nine to 12 children. The Government of Saskatchewan only requires demonstration for municipal approval when licensing a Child Care Centre, as defined by the Act, which does not include any child care services in a dwelling unit (Family Child Care Home or Group Family Child Care Home). As a result many licensed Group Family Child Care Homes have obtained Provincial approval but have neglected to obtain municipal approvals (Discretionary Use Development Permit Approval for Child Day Care Centre and a Business License).

As of October 2015, there are 29 provincially licensed Group Family Child Care Homes. None of these homes obtained development permit approval for a Child Daycare Centre or for a Residential Business (Child Daycare Home). The City has endeavoured to review the service requests related to the provision of child care services within a home. According to the City of Regina Bylaw Enforcement Branch, in 2014 there were approximately 18 service requests related to the provision of child care services with noise and child welfare being the biggest concern. Only a few of these service requests were actually related to Group Family Child Care Homes and some service requests related to the fact that these service providers were licensed by the Government of Saskatchewan but did not have municipal approvals.

Proposed Recommendations

Administration recommends amendments to the Zoning Bylaw to strengthen the alignment between the Government of Saskatchewan and the City of Regina regulatory processes, and to simplify and clarify the requirements for child care service providers while still respecting the intent of the Zoning Bylaw regulations, which is to mitigate development impact on surrounding properties.

After discussing the licensing and approval requirements for the provision of child care services in Saskatchewan with the Ministry of Education, the City of Regina Bylaw Enforcement Branch, the City of Regina Business Licensing, and the City of Regina Fire Services, Administration has concluded that the discretionary use development permit process is too onerous and costly for small residential child care service providers who accommodate up to 12 children. The difference in impacts on surrounding properties for the accommodation of 12 children as opposed to eight children is negligible. Child care services in a home for up to 12 children is similar in scale to a Supportive Living Home, which provides care for up to 10 residents and is a permitted use in all residential zones. All homes that provide child care services for more than eight children are required to be licensed by the Government of Saskatchewan.

The Administration proposes the following changes to the Zoning Bylaw as specified in Appendix A-1 to this report:

1. A Child Daycare Home will include a Family Child Care Home and a Group Family Child Care Home, as defined by *The Child Care Act*, and will allow up to 12 children within a residence.
2. As part of the business license process, any Child Daycare Home applying for more than eight children will need to provide the City of Regina with a copy of their Provincial License to operate a Provincial Group Family Child Care Home. Residential Business regulations in Chapter 6 will include provisions to regulate this.
3. A Child Daycare Centre will include a Child Care Centre, as defined by *The Child Care Act*, which allows for the provision of child care service in a facility that is not used as a residence.
4. A Child Daycare Home with more than eight children will be required to have on-street parking capacity to serve as a drop-off area without impeding traffic flow, plus one additional off-street parking space which will be reviewed at time of business license approval.

The net outcome of these amendments is that Child Daycare Centres will be prohibited within a residence and will remain a Discretionary Use in most residential zones and a Permitted Use in most commercial zones. Child Daycare Homes will remain a Permitted Use in all residential zones and up to 12 children may be accommodated, provided the appropriate Provincial Licenses have been obtained and parking requirements of the Zoning Bylaw have been met. If a Child Daycare Home cannot provide proof of a Provincial License for up to 12 children and parking requirements cannot be met, only eight children will be accommodated.

RECOMMENDATION IMPLICATIONS

Financial Implications

None with respect to this report.

Environmental Implications

None with respect to this report.

Policy/Strategic Implications

The proposal is consistent with the policies contained within *Design Regina: The Official Community Plan Bylaw No. 2013-48* by:

Complete Neighbourhoods

- Providing opportunities for daily lifestyle needs, such as services, convenience shopping, and recreation.

Social Development

- Providing locally based attainable childcare facilities, which are essential to enabling parents to secure access to employment.

Land Use and Built Environment

- Being compatible with adjacent residential land use through the minimization of off-site impacts.

The Child Daycare Home provides child care services to the surrounding neighbourhood. With up to 12 child care spaces, it is compatible with adjacent residential land use as it is relatively incidental to the use of the residential premise and limited in extent.

Other Implications

None with respect to this report.

Accessibility Implications

None with respect to this report.

COMMUNICATIONS

Public notification signage posted on	N/A
Will be published in the Leader Post on	February 13 & 20
Letter sent to immediate property owners	N/A
Public Open House held	N/A
Number of Public Comments Sheets received	0

Through the review process that Administration communicated and consulted with the Government of Saskatchewan. The Administration will follow up in writing with the outcome of City Council's decision and follow-up with daycare operators.

DELEGATED AUTHORITY

City Council's approval is required, pursuant to *Part V of The Planning and Development Act, 2007*.

Respectfully submitted,

REGINA PLANNING COMMISSION

Elaine Gohlke

Elaine Gohlke, Secretary

APPENDIX A-1

Proposed Amendments to Regina Zoning Bylaw No. 9250 – February 2016

Amendment	Page	Proposed Amendment (C)	Existing Regulation (D)	Proposed Regulation (E)	Rationale (F)
1.	2.15	<p>Chapter 2: Interpretation Part 2C: Definitions</p> <p><i>Amend definition of Child Day Care Centre to strengthen alignment with definition of Day Care Centre in The Child Care Act, 2014.</i></p>	<p>“DAY CARE CENTRE, CHILD” – any facility with the exception of a child day care home or school, where care, protection and supervision are provided:</p> <ul style="list-style-type: none"> (a) on a regular schedule of at least twice a week; (b) for more than two hours a day per any one child; and (c) for which a license is required or has been obtained under <i>The Child Protection Act</i>. 	<p>“DAY CARE CENTRE, CHILD” – A child care center, as defined by <i>The Child Care Act, 2014</i>.</p>	<p>The child day care centre definition in the Zoning Bylaw will now be the same as the Day Care Centre definition in <i>The Child Care Act, 2014</i>. Child day care centres will be in a facility that is not used as a dwelling unit.</p>
2.	2.15	<p>Chapter 2: Interpretation Part 2C: Definitions</p> <p><i>Amend definition of Day Care Centre to strengthen alignment with The Child Care Act, 2014.</i></p>	<p>“DAY CARE HOME, CHILD” – a private residence, where care, protection, and supervision are provided:</p> <ul style="list-style-type: none"> (a) on a regular basis of at least twice a week; (b) to not more than eight children, including the children of the adult provider; and (c) for more than two hours a day per any one child. 	<p>“DAY CARE HOME, CHILD” – A family child care home or a group family child care home, as defined by <i>The Child Care Act, 2014</i>.</p>	<p>The child day care home definition in the Zoning Bylaw will now include both types of residential care homes allowed for in <i>The Child Care Act, 2014</i>. Child care homes will be in a dwelling unit used as a residence.</p> <p>Allowing for child care services in a residence for up to 12 children will have minimal land use impact and are similar in size and scale to Supportive Living Homes that are also accommodated as a permitted use in residential zones.</p>

APPENDIX A-1
Proposed Amendments to Regina Zoning Bylaw No. 9250 – February 2016

3.	4.16	<p>Chapter 4 Part 4C.1: Child and Adult Day Care Centres/Nursery School</p> <p><i>Remove regulation for day care centres in detached dwellings.</i></p>	<p>1.6 DAY CARE CENTRES IN DETACHED DWELLINGS Where a day care centre is located in a building constructed as a detached dwelling unit in a residential zone: (a) the building shall be occupied as a residence; and (b) the number of children or adults receiving care, including the children of the adult provider in the case of a child care facility, shall not exceed 12.</p>	1.6 Repealed	<p>The proposed Child Day Care Centre definition does not allow for provision of child care services within a detached dwelling and therefore this section is no longer required.</p>
4.	6.50	<p>Chapter 6 Part 6D.3: Residential Business</p> <p><i>Add regulation to ensure current parking and drop-off area regulations continue to apply.</i></p>	<p>3.6 PARKING (1) No more than one business vehicle, as defined in Chapter 2 shall be parked at the property where the residential business takes place. (2) One additional on-site parking space is required for the business vehicle operated in conjunction with the residential business. (3) No required parking stalls shall be utilized for the residential business.</p>	<p>(4) Where a day care home is proposed to have more than 8 children, there shall be on-street parking capacity to serve as a drop-off area without impeding traffic flow plus one additional off-street parking space.</p>	<p>Day Care Centres in detached dwellings used as a residence are currently subject to these same regulations. This amendment is needed to have these parking and drop-off regulations continue.</p>

APPENDIX A-1
Proposed Amendments to *Regina Zoning Bylaw No. 9250* – February 2016

5.	18.8	<p>Chapter 18 Part 18C.2: Special Development Permits</p> <p><i>Add regulation to ensure application for Day Care Homes where child care services are for more than 8 children are accompanied by a copy of the Provincial license.</i></p>	<p>2.5 DEVELOPMENT PERMIT FOR A RESIDENTIAL BUSINESS</p> <p>(1) In addition to the requirements of section 1.2 of Subpart 18C.1, the following information shall be submitted with a development permit application for a residential business:</p> <p>(a) the location of the dwelling unit where the residential business will be conducted;</p> <p>(b) a detailed written description of the exact nature of the residential business;</p> <p>(c) a written description of the materials, equipment and vehicles that will be used in the operation of the residential business and where they will be stored; and</p> <p>(d) a letter of approval for the residential business from the property owner and/or property manager.</p>	(e) a copy of the Provincial license for any day care home providing child care service for more than 8 children.	This will ensure there is consistency between the City of Regina and the Government of Saskatchewan for issuing approvals for day care homes where more than 8 children are provided care.
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February 29, 2016

To: His Worship the Mayor
and Members of City Council

Re: Closure Application (15-CL-21)
Portion of Right-of-Way Adjacent to 54 Fox Glove Crescent and 200 Frontenac Drive

**RECOMMENDATION OF THE REGINA PLANNING COMMISSION
– FEBRUARY 10, 2016**

1. That the application for the closure of the lane as shown on the attached Descriptive Plan Type II between 54 Fox Glove Crescent and 200 Frontenac Drive as walkway as shown in Appendix A-3 as plan of proposed subdivision prepared by Scott L. Colvin of Midwest Surveys, dated October 15, 2015 and legally described as follows, be APPROVED:

Lane St/ L 26, Regd. Plan No. FZ 4297 NW ¼ Sec 6, TWP 17, RGE 19, W2M, Regina, Saskatchewan;

2. That the City Solicitor be directed to prepare the necessary bylaw.

REGINA PLANNING COMMISSION – FEBRUARY 10, 2016

The Commission adopted a resolution to concur in the recommendation contained in the report.

Recommendation #3 does not require City Council approval.

Councillors: Mike O'Donnell (Chairperson), Jerry Flegel and Barbara Young; Commissioners: Pam Dmytriw, Phil Evans, Simon Kostic, Adrienne Hagen Lyster, Ron Okumura, Daryl Posehn, Laureen Snook and Kathleen Spatt were present during consideration of this report by the Regina Planning Commission.

The Regina Planning Commission, at its meeting held on February 10, 2016, considered the following report from the Administration:

RECOMMENDATION

1. That the application for the closure of the lane as shown on the attached Descriptive Plan Type II between 54 Fox Glove Crescent and 200 Frontenac Drive as walkway as shown in Appendix A-3 as plan of proposed subdivision prepared by Scott L. Colvin of Midwest Surveys, dated October 15, 2015 and legally described as follows, be APPROVED:

Lane St/ L 26, Regd. Plan No. FZ 4297 NW ¼ Sec 6, TWP 17, RGE 19, W2M, Regina, Saskatchewan;

2. That the City Solicitor be directed to prepare the necessary bylaw; and

3. That this report be forwarded to the February 29, 2016 City Council meeting for approval, which will allow sufficient time for advertising of the required public notice for the respective bylaw.

CONCLUSION

The City of Regina Real Estate Branch proposes to close the lane located between 54 Fox Glove Crescent and 200 Frontenac Drive. The closed lane would be re-designated as a dedicated walkway which reflects its current use as a pedestrian and cyclist pathway connection. The proposal has no impact on vehicular traffic flow in the immediate area as the land has never been physically developed as a lane.

Accordingly, the Administration supports the proposed road closure.

BACKGROUND

A closure application has been submitted concerning a lane between 54 Fox Glove Crescent and 200 Frontenac Drive in the Whitmore Park Subdivision.

This application is being considered pursuant to *Bylaw No. 9250, A Bylaw of the City of Regina to Provide for the Zoning of the City of Regina for the Purpose of Controlling the Use of Land to Provide for the Amenity, Health, Safety and General Welfare of the Inhabitants of the City of Regina* (commonly known as the Zoning Bylaw), *Design Regina: The Official Community Plan Bylaw No. 2013-48*, *The Planning and Development Act, 2007*, and *The Cities Act, 2002*.

A related subdivision application is being considered concurrently by the Administration, in accordance with *Bylaw No. 2003-3, The Subdivision Amendment Bylaw, 2003*, by which subdivision approval authority has been delegated to the Development Officer. The proposed subdivision is intended to re-designate the lane as a dedicated walkway parcel. A copy of the plan of proposed subdivision (Descriptive Plan Type II) is attached as Appendix A-3 for reference.

DISCUSSION

The City's Real Estate Branch proposes to close the lane located between 54 Fox Glove Crescent and 200 Frontenac Drive and re-designate the lane as a dedicated walkway parcel to better reflect its current use as a pedestrian and cyclist pathway connection. The portion of lane to be closed is illustrated in Appendix A-1 and A-2 and the dedicated walkway is shown on the attached plan of proposed subdivision (Descriptive Plan Type II) in Appendix A-3.

The lane is located within the R1 – Residential Detached Zone where surrounding land uses are detached dwellings. The pathway connection continues through Parcel B to the west and ultimately connects further to the Albert Street commercial corridor.

The proposal has no impact on vehicular traffic flow in the immediate area as the land has never been physically developed as a lane. As the lane is not developed as a functioning lane, the proposed closure will not impact traffic flow or circulation in the immediate area. The proposal only changes the legal designation of the lane to a walkway and results in no physical changes to the space.

RECOMMENDATION IMPLICATIONS

Financial Implications

None with respect to this report.

Environmental Implications

None with respect to this report.

Policy/Strategic Implications

The proposal is consistent with the policies contained within *Part A: Policy Plan of Design Regina: The Official Community Plan Bylaw No. 2013-48* with respect to:

Complete Neighbourhoods

- Provide streets, pedestrian paths, and bike paths that contribute to a network of fully connected, safe, and accessible routes to all destinations.

Open Space and Recreation Principles

- Connect neighbourhoods, where possible, via active transportation routes to multi-use pathways, regional trails and the natural systems

This proposed development is consistent with these policies because the re-designation of the lane into walkway will contribute for creation of complete and connected neighborhoods.

Other Implications

None with respect to this report.

Accessibility Implications

None with respect to this report.

COMMUNICATIONS

Communications with public has been summarized below:

Will be published in the Leader Post on	February 20, 2016
Letter sent to immediate property owners	December 8, 2015
Number of public comments sheets received	1

The proposal was circulated to the Whitmore Park Community Association. The Administration did receive confirmation by email that the community association had no concerns.

One comment sheet was received in response to the public notice that was distributed. The concern was regarding the potential change in zoning designation; Administration has clarified with the resident that the proposal would not require a zoning amendment application and that there would be no physical change to the land.

The applicant and other interested parties will receive a copy of the report and notification of the meeting to appear as a delegation in addition to receiving written notification of City Council's decision.

DELEGATED AUTHORITY

City Council's approval is required, pursuant to *Section 13 of The Cities Act*.

Respectfully submitted,

REGINA PLANNING COMMISSION

Elaine Gohlke

Elaine Gohlke, Secretary



Subject Property

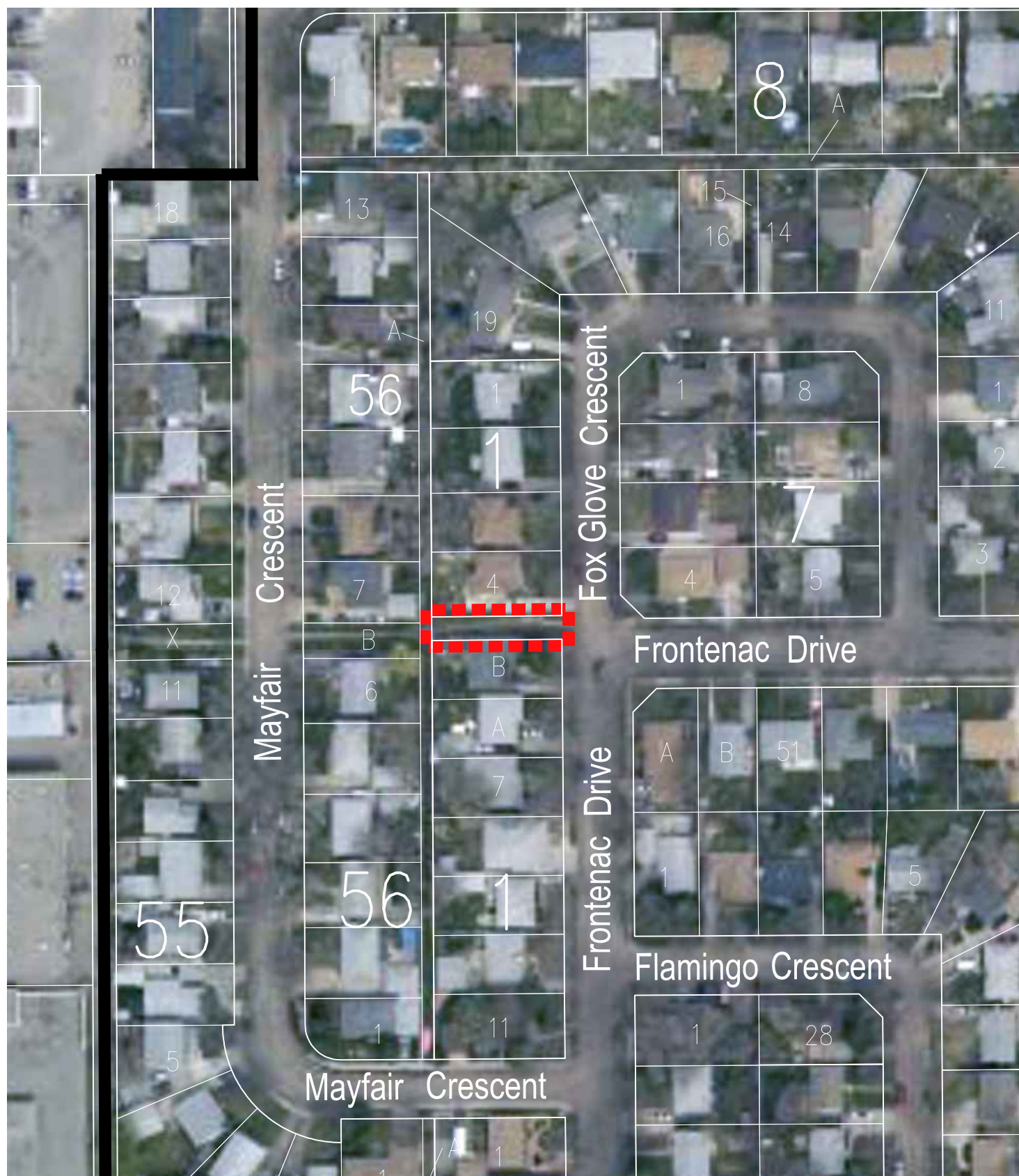


Project 15-CL-21
15-SN-42

Civic Address/Subdivision

Lane 26, Reg. Plan No. FZ4297

Between 54 Fox Glove Crescent and 200 Frontenac Drive



Subject Property

Date of Photography: 2012



Project 15-CL-21
15-SN-42

Civic Address/Subdivision

Lane 26, Reg. Plan No. FZ4297
Between 54 Fox Glove Crescent and 200 Frontenac Drive

REG'D	PLAN	NO.
3		60R02722
1		
4		
56		
A		
6.10 (Copied)		
33.70 (Copied)		
WALKWAY W1		
33.71 (Copied)		
6.10 (Copied)		
REG'D <th>PLAN</th> <th>NO.</th>	PLAN	NO.
B		
1		
A		
FZ4297		

FRONTENAC DRIVE

FOX GLOVE CRESCENT

DESCRIPTIVE PLAN - TYPE II
SHOWING
SURFACE PARCEL CLASS CODE CHANGE
OF
LANE STL 26, REG'D PLAN No. FZ4297
NW1/4 SEC 6, TWP 17, RGE 19, W2 Mer
REGINA, SASKATCHEWAN
2015
SCALE = 1:200

NOTES:
- AREAS ARE APPROXIMATE
- PORTION TO BE APPROVED IS OUTLINED WITH A BOLD DASHED LINE
AND CONTAINS 0.02 ha (0.05 ac)


DATE Oct 15th 2015


CITY OF REGINA APPROVAL
THE SUBDIVISION PROPOSED HEREIN OUTLINED IN A BOLD DASHED LINE IS APPROVED UNDER THE PROVISIONS OF BYLAW NO. 7748-LA884 OF THE CITY OF REGINA.
DATED THIS ____ DAY OF _____ A.D. 20__

CITY CLERK _____

OWNER: _____

CITY OF REGINA
City Clerk





SCOTT L. COLMAN
SASKATCHEWAN LAND SURVEYOR

BYLAW NO. 2016-6

THE REGINA ZONING AMENDMENT BYLAW, 2016

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

- 1 *Regina Zoning Bylaw No. 9250* is amended in the manner set forth in this Bylaw.
- 2 Chapter 2, Part 2C is amended by repealing the definition of "**DAY CARE CENTRE, CHILD**" and substituting the following:

 "**DAY CARE CENTRE, CHILD**" – A child care centre, as defined by *The Child Care Act, 2014*."
- 3 Chapter 2, Part 2C is amended by repealing the definition of "**DAY CARE HOME, CHILD**" and substituting the following:

 "**DAY CARE HOME, CHILD**" – A family child care home or a group family child care home, as defined by *The Child Care Act, 2014*."
- 4 Chapter 4, Part 4C, Section 4C.1, Subsection 1.6 is repealed.
- 5 Chapter 6, Part 6D, Section 6D.3 is amended by adding the following after subsection 3.6(3):

 “ (4) Where a day care home is proposed to have more than 8 children, there shall be on-street parking capacity to serve as a drop-off area without impeding traffic flow plus one additional off-street parking space.”
- 6 Chapter 18, Part 18C, Section 18C.2 is amended by adding the following after subsection 2.5(1)(d):

 “ (e) a copy of the Provincial license for any day care home providing child care service for more than 8 children.”

7 This Bylaw comes into force on the day of passage.

READ A FIRST TIME THIS 29th DAY OF February 2016

READ A SECOND TIME THIS 29th DAY OF February 2016.

READ A THIRD TIME AND PASSED THIS 29th DAY OF February 2016.

Mayor

City Clerk

(SEAL)

CERTIFIED A TRUE COPY

City Clerk

ABSTRACT

BYLAW NO. 2016-6

THE REGINA ZONING AMENDMENT BYLAW, 2016

PURPOSE:	To amend <i>Regina Zoning Bylaw No. 9250</i> .
ABSTRACT:	The purpose of this amendment is to increase the number of children from 8 to 12 that can receive child care services in a Child Day Care Home as a permitted use within a residential zone.
STATUTORY AUTHORITY:	Section 46 of <i>The Planning and Development Act, 2007</i> .
MINISTER'S APPROVAL:	N/A
PUBLIC HEARING:	Required, pursuant to section 207 of <i>The Planning and Development Act, 2007</i> .
PUBLIC NOTICE:	Required, pursuant to section 207 of <i>The Planning and Development Act, 2007</i> .
REFERENCE:	Regina Planning Commission, February 10, 2016, RPC16-9.
AMENDS/REPEALS:	Amends <i>Regina Zoning Bylaw No. 9250</i> .
CLASSIFICATION:	Regulatory
INITIATING DIVISION:	City Planning and Development
INITIATING DEPARTMENT:	Planning

BYLAW NO. 2016-7

A BYLAW TO PROVIDE FOR THE CLOSURE AND SALE OF PORTION OF RIGHT-OF-WAY ADJACENT TO 54 FOX GLOVE CRESCENT AND 200 FRONTENAC DRIVE

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

1 The lane described as follows is closed and may be sold:

“All that portion of Lane St/L 26, Reg’d Plan No. FZ4297, NW ¼ Section 6, Township 17, Range 19, W2M, Regina, Saskatchewan, as shown on the attached Descriptive Plan – Type II prepared by Scott L. Colvin, CLS, dated October 15, 2015.”

2 This Bylaw comes into force on the day of passage.

READ A FIRST TIME THIS 29th DAY OF February 2016.

READ A SECOND TIME THIS 29th DAY OF February 2016.

READ A THIRD TIME AND PASSED THIS 29th DAY OF February 2016.

Mayor

City Clerk

(SEAL)

CERTIFIED A TRUE COPY

City Clerk

Approved as to form this _____ day of _____, 20____.

City Solicitor

Appendix A-3

[illegible]

ABSTRACT

BYLAW NO. 2016-7

A BYLAW TO PROVIDE FOR THE CLOSURE AND SALE OF A PORTION OF RIGHT-OF-WAY ADJACENT TO 54 FOX GLOVE CRESCENT AND 200 FRONTENAC DRIVE

PURPOSE:	To close a portion of right-of-way adjacent to 54 Fox Glove Crescent and 200 Frontenac Drive.
ABSTRACT:	The purpose of the proposed closure is to close and dedicate the lane as Walkway.
STATUTORY AUTHORITY:	Section 13 of <i>The Cities Act</i> .
MINISTER'S APPROVAL:	N/A
PUBLIC HEARING:	Yes
PUBLIC NOTICE:	Required, pursuant to subsection 13(6) of <i>The Cities Act</i> .
REFERENCE:	Regina Planning Commission, February 10, 2016, RPC16-8.
AMENDS/REPEALS:	N/A
CLASSIFICATION:	Regulatory
INITIATING DIVISION:	City Planning and Development
INITIATING DEPARTMENT:	Planning

BYLAW NO. 2016-9

A BYLAW TO PROVIDE FOR THE CLOSURE AND SALE OF A PORTION OF
UNNAMED AVENUE (ALSO KNOWN AS RIVERSIDE AVENUE) RIGHT-OF-WAY

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

1 The lane described as follows is closed and may be sold:

“All that portion of Unnamed Avenue, Plan No. K4654, as shown on the attached
Proposed Plan of Subdivision prepared by Scott L. Colvin, SLS, dated May 19,
2015”

2 That Bylaw 2015-70 be repealed.

3 This Bylaw comes into force on the day of passage.

READ A FIRST TIME THIS 29th DAY OF February 2016.

READ A SECOND TIME THIS 29th DAY OF February 2016.

READ A THIRD TIME AND PASSED THIS 29th DAY OF February 2016.

Mayor

City Clerk

(SEAL)

CERTIFIED A TRUE COPY

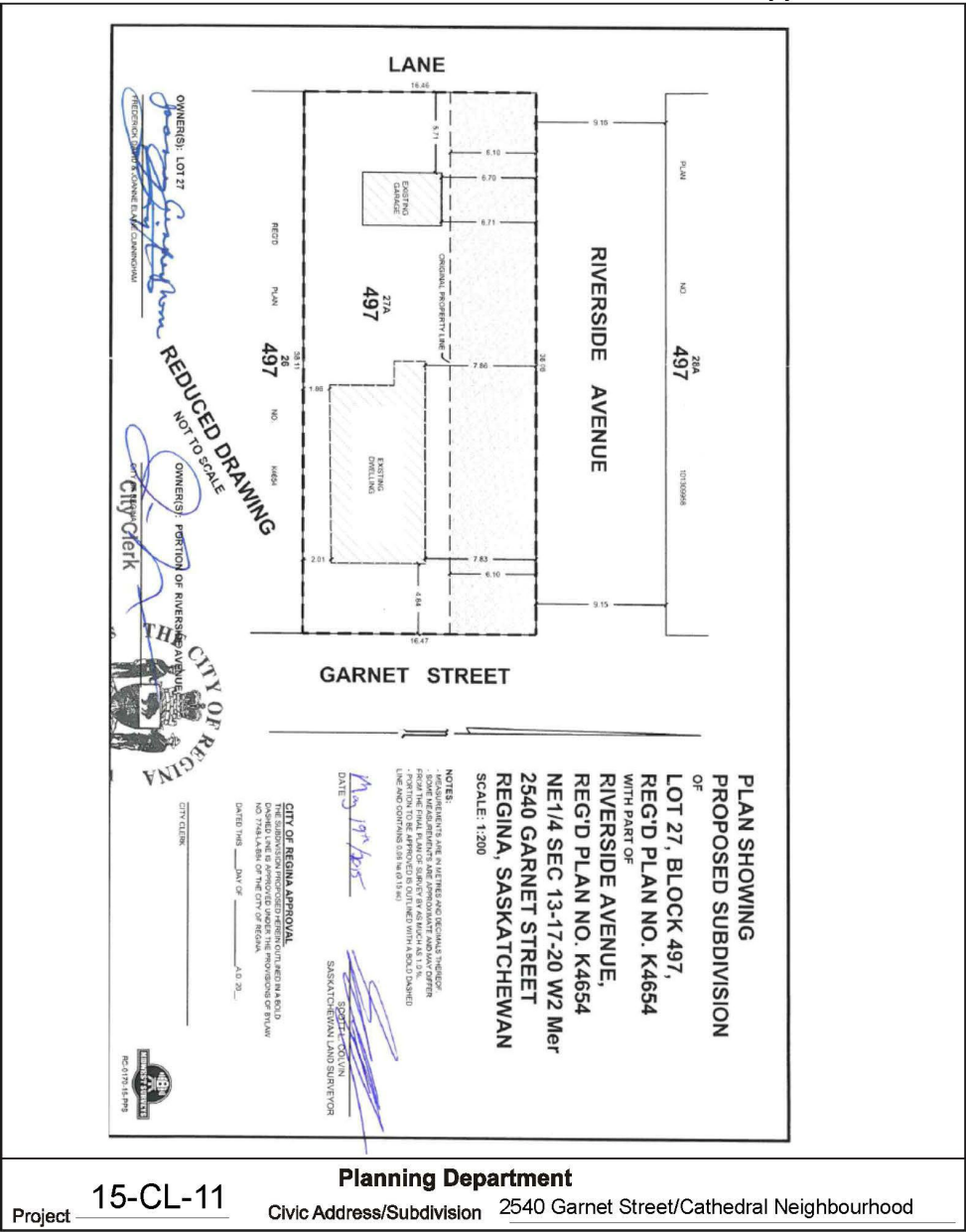
City Clerk

*Approved as to form this _____ day of
_____, 20____.*

City Solicitor

APPENDIX “A”

Appendix A-3.1



ABSTRACT

BYLAW NO. 2016-9

A BYLAW TO PROVIDE FOR THE CLOSURE AND SALE OF A PORTION OF UNNAMED AVENUE (ALSO KNOWN AS RIVERSIDE AVENUE) RIGHT-OF-WAY

PURPOSE:	To close a portion of the Unnamed Avenue (also known as Riverside Avenue) right-of-way.
ABSTRACT:	The purpose of the proposed closure is to consolidate the portion of Unnamed Avenue (also known as Riverside Avenue) with the adjacent property.
STATUTORY AUTHORITY:	Section 13 of <i>The Cities Act</i> .
MINISTER'S APPROVAL:	N/A
PUBLIC HEARING:	Yes
PUBLIC NOTICE:	Required, pursuant to subsection 13(6) of <i>The Cities Act</i> .
REFERENCE:	Regina Planning Commission, October 7, 2015, RPC15-60, City Council, October 26, 2015, CR15-114.
AMENDS/REPEALS:	N/A
CLASSIFICATION:	Regulatory
INITIATING DIVISION:	City Planning and Development
INITIATING DEPARTMENT:	Planning



February 25, 2016

City of Regina Council
 Queen Elizabeth II Court
 2476 Victoria Avenue
 REGINA, SK S4P 3C8

Dear City Council

We live our lives against a rich backdrop formed by historic buildings, landscapes and other physical survivals of our past. The historic environment is more than just a matter of material remains, it is central to how we see ourselves and to our identity as individuals, communities and as a nation. It is a physical record of what our city is and how it came to be. Building materials and styles can define region's localities and communities. Historic landscapes or iconic buildings can become a focus of community identity and pride. At a more local level a historic home or park can help define a neighbourhood and create a sense of local cohesion.

Under the Heritage Property Act, the municipality can identify a property they wish to consider for Heritage designation. In 1989, the City of Regina created the Heritage Holding By-law list and the Watchler Residence at 13 Leopold Crescent was placed on that list. Since 1989 there have been no properties, other than one property within the downtown Heritage Conservation district that have been designated by city council but there have been over 67 properties removed from the list.

The individual property owners' rights need to be respected, but the interests of the broader community in heritage conservation that has been conveyed through the Official Community Plan and the Heritage Holding Bylaw must also be considered. The purpose of the Holding Bylaw is to give notice to a prospective owner that a property has heritage value and that the owner must not assume that demolition will be permitted. The onus is on the owner to establish that this property cannot be preserved.

By the owner's admission the Watchler Residence was purchased for the purpose of demolition. The home owner first made public what seemed to be a visual inspection of the home showing cracks in plaster and a few other concerns and used that information in their initial request to remove the home for the Heritage Holding Bylaw list. After several months of support and pro-bono work provided by Heritage Regina and its volunteers, the homeowner became disenchanted with the plans provided by the designer they chose and they stopped communication with Heritage Regina. Ten months after the purchase, they obtained a formal home inspection.

Heritage Regina believes that at this point the home inspection was done for the purpose of meeting the requirement under the Heritage Holding by-law to establish that the property could not be preserved. The homeowner cites mold as the mitigating factor. Heritage Regina was provided with a copy of the home inspection there is a notation that general mold remediation will be needed for the whole house. Considering that conservation being supported by Heritage Regina included a gut and refinishing of the interior, the mold and any other issues identified in the home inspection report would be easily remedied. It was never anticipated that the owner would live in the property prior to redesign and restoration, so the home inspection therefore does not establish that the home cannot be preserved.

2.....

The homeowner indicated at the City of Regina Planning Commission meeting held February 9, 2016 that the restoration would be more expensive than a tear down and rebuild. Heritage Regina would like to suggest that the owner has not explored all options regarding redesign of the home and that the final cost of any project can be inflated or deflated by personal choices in materials, finishes etc. Heritage Regina believes that the owner has not explored other options for design based on their budget nor have they submitted any evidence of the stated cost of conservation vs new construction. In addition, the homeowner has an opportunity to apply for and receive up to 10 years of tax relief under the Incentives Program. This potential \$70,000.00+ incentive would certainly help to offset some of the costs of conservation. Again, the homeowner has not established that the home cannot be preserved.

Finally, the owners of the Watchler Residence were given an offer to purchase the property at cost by another interested party whose intent was to conserve the home. That individual, who is a developer that has done many conservation projects in the city and had toured the residence on several occasions with the owners and other pro-bono experts provided by Heritage Regina, did not consider the property beyond conservation. If successful in purchasing the residence, an application for Heritage Status would have been made, ensuring that the Watchler Residence maintained its proud position at the entry to the Crescents.

The Watchler Residence is seen as the gateway to The Crescents neighbourhood which is considered to be one of the more historically significant neighbourhoods in Regina. The neighbourhood boasts of 25 properties on the Heritage Holding Bylaw list and 7 Designated Heritage Properties. The City of Regina has no by-law provisions that controls the style of any new home constructed in old neighborhoods and experience shows that our current bylaws allow for oversized builds that often dwarf and overshadow existing properties and often include the decimation of heritage greenspaces. In other words, the owners taste decides what replaces a heritage significant property. In addition to a loss of a heritage significant building, your decision on this issue has the potential to change the face of The Crescents.

Heritage Regina was encouraged by some members of the Planning Committee who seemed to recognize that the Watchler residence had been purchased for demolition, in spite of being on the holding bylaw list and who seemed to understand the impact of just saying yes to the request to remove the home from the list. However, we were dismayed at the comment made by a Planning Commission member who asked if we were hanging our hat on the glass block wall? There was a 25-page report submitted to the Planning and Development Division on the Statement of Significance for the Watchler residence which was then condensed into the reports made available to the committee. It is disconcerting that the Heritage significance of this property was diminish to a few glass blocks and it is insulting to the community to suggest that the owners' last minute proposal to include some glass blocks in their new house would sufficiently and respectfully honor the heritage significance of the Watchler Residence. The line of questioning of some Planning Committee members seemed to suggest a lack of understanding of the Incentives program and the workings of the Heritage Holding Bylaw List. How do we preserve our heritage if the very people we elect and appoint to protect it lack an understanding of the programs and processes in place? The City of Regina and its administration are entrusted by the citizens to ensure that our heritage is valued and preserved and our Official City Plan sets forth policy and procedure to ensure our heritage is maintained for the next 25 years.

It is time that all levels of government understand and accept that our built heritage belongs to all of us. All buildings have controls for construction (NBC) and local bylaws to control development and maintenance; additional controls through Heritage Designation are appropriate & justified in the National interest. Owners come and go but buildings are a big part of our Heritage. Each property owner needs to understand that when they own a Heritage Property they are just the custodians of it during their tenure.

3.....

Conservation is not about preventing change or squeezing out creative and new exciting architecture and development. Conservation allows us to retain the best of shared heritage, to preserve sites of unique quality and beauty, revitalize neighbourhoods, spur economic revitalization and quite simply create better communities. We implore the City Council to be leaders in heritage conservation and deny this application.

Jackie Schmidt
President
Heritage Regina

Chronology of 13 Leopold Crescent

- February 2015 Heritage Regina receives notice from the City of Regina for a request to remove Watchler Residence at 13 Leopold Crescent from the Heritage Holding By-Law list.
- Heritage Regina- Research committee prepares a document outlining the historical significance of 13 Leopold Crescent and includes this information with a letter recommending denial of the request.
- Heritage Regina and a developer with a heritage conservation experience reach out to the property owner and meet to discuss viability and options for conversation.
- Secondary offer to purchase property submitted independently to owner
- Heritage Regina secures pro-bono developer with heritage conservation experience, an engineer and two architects to tour the house and meet with owner to provide expertise on options to save the house.
 - conducted preliminary house inspection
 - discussed options for conservation
- Engineer works on feasibility study for the property.
- Architect submits rough plans to owner.
- April 2015, Heritage Regina and developer consult with City of Regina Heritage Branch about feasibility of obtaining an additional 15 feet of unused property adjacent to 13 Leopold Crescent to make a more family friendly house.
- Developer meets with official from the City of Regina Real Estate Branch to discuss options to secure the additional 15ft
- In May 2015, City of Regina agrees to sell the additional 15ft of land to home owner.
- In June 2015, Heritage Regina brings City of Regina Heritage Branch representative to tour house and lay out the plans for Heritage status and eligibility for the Incentives program.
 - Potential tax saving was estimated to be at the time 70,000 dollars for the 10-year time period

Chronology of 13 Leopold Crescent

- Home Owners starts the process for application for Heritage designation and Heritage Regina provides supporting documentation of the historical significance of the property.
- Owners select and begin to work with Robinson Residential Design as their chosen home designer.
- Heritage Regina, the developer, a consulting lawyer and first architect meet with Robinson Residential to review heritage designation, incentives program and status of the 15 feet and pass off the project on to the designer.
- Developer follows up on project and home owner advises that they are no longer working with the selected designer and are now working with a builder to select a home design.
- October 2015, owners e-mail a copy of a second home inspection to Heritage Regina and indicate their intention to remove the home from the Heritage Holding Bylaw list.
- December 2015 Heritage Regina submits another letter asking the city to deny the second request by the home owner to remove The Watchler Residence from the Heritage Holding Bylaw List.

A. DESIGNATION CRITERIA:

Watchler Residence, 13 Leopold Crescent, Regina



Because of Beverley's love of gardening, most of the changes have been outside, especially in the backyard. A large patio of Italian tile was laid, and a brick nook with barbecue and fireplace was built



Beverley Bennett was captivated by the semi-circular mezzanine separating the upper living room and bedrooms, and the downstairs dining room, kitchen and family room



The rose of the wall-to-wall carpeting and the living room ceiling is repeated in the "Cabbage Rose" design of the swagged draperies and several upholstered chairs and sofa

1. Heritage Assessment

This heritage value of a structure is formulated by considering notable historical and architectural attributes. The key to the analysis is in maintaining a proper perspective, continually asking the question “what makes this site of regional or provincial importance?” It is the goal of the designation process to recognize only the most significant sites. The major difficulty in the assessment is in balancing those sites that are highly distinctive with those which are highly representative. A simple one-room log schoolhouse may represent an education theme better than an ornate brick consolidated school building. It is essential that sites are placed in their architectural and historical context, rather than viewed superficially. The overall heritage assessment rating must be extremely high for a site to merit designation either on the municipal or provincial list.

2. Architecture

An assessment of the architectural significance of a site will consider whether the structure is symbolic of a common style, construction technique and building material, or whether the site is an unusual example. If it is rare, a careful assessment should be made to determine why this is so; rarity in itself is not sufficient grounds for importance.

Criterion	Grade
1. Style	A - Perfect or extremely early examples if many survive; excellent example if few survive.
Refers to the readily recognizable set of major characteristics of a structure, which identify it to a particular period or trend in history.	B - Excellent or very early examples if many survive. C - Good examples if many survive. D - Fair to poor example if many survive; of little or no particular interest.

The Watchler Residence displays design features from Modernism, as well as from the Streamlined Moderne and Spanish Revival design eras of the mid 20th century. This is clearly illustrated by:

- [1] a Streamlined Moderne-style curved bay window of glass blocks,
- [2] glass windows in the upper SE and NE corners without any structural vertical support. As conservation architect Bernard Flaman, author of *Architecture of Saskatchewan: A Visual Journey, 1930-2011*, states, “The corner windows on the second level are pure modernism and one of the most surprising elements of the house.”
- [3] The Spanish Revival use of white stucco exterior finish (also a feature of Moderne style) and simulated red clay tile roofing (actually sheet metal components).

There are very few buildings in Regina that display any or all of these characteristics. While such buildings generally feature a flat roof, the hipped roof of this house reaffirms the architect’s apparent (based on other houses probably designed by him) preference for eclecticism, incorporating favourite traditional elements from other design periods. Many of these same components were applied to the neighbouring house at 11 Leopold Crescent, which was demolished in the 1970s.

2. Construction/Materials	A - Perfect or extremely early if many survive; excellent example if few survive; high quality local materials and craftsmanship.
Are construction techniques or materials notable, rare, common, unique or early examples in the construction history of the region? Do materials reflect the use of a predominant local resource, such as stone, brick, clay or wood?	B - Excellent or very early example if many survive; good example if few survive; good quality local materials and craftsmanship. C - Good example if many survive; fair quality local materials and craftsmanship. D - Fair to poor example if many survive; poor quality local materials and craftsmanship of little or no

particular interest.

The construction materials found in the Watchler Residence are of high quality, and were very well installed. This can be attested to by the lack of any major deterioration in the exterior of the building. In fact, the sheet metal roof has withstood the ravages of prairie weather for the past 70 years – a rare quality for most Saskatchewan residential roofing materials.

Glass blocks, popular in buildings elsewhere in North America, are also a relatively rare occurrence in the construction of Regina buildings. They too show no sign of wear, further indicating the use of high quality materials.

3. Age

A structure may be important because of its age: it is particularly old in relation to the region; if it represents an early use of a certain architectural style; or if the structure was built within 25 years of basic settlement in the region.

- A - Oldest structure in region; extremely early occurrence within style; built within first five years of region settlement.
- B - Among ten oldest structures in region; within first ¼ of style's popularity; built within first 6-15 years of region settlement.
- C - Among 25 oldest structures in region; built between first ¼ and ¾ of style's popularity; built with 16-25 years of region settlement.
- D - Not particularly old in the region; built during last ¼ of style's popularity; built after initial 25 years of region settlement.

Constructed in 1944-45, the Watchler Residence dates to the first quarter of a 10 to 15 year period when Modernist and Streamlined Moderne houses were constructed in Regina. These were predominantly located in the Crescents and Lakeview neighbourhoods. Of the less than 10 other known houses in these districts (and we know of none in any other areas of Regina), one was recently demolished; the buildings at 3116 Rae, 2945 Cameron and 3207 Victoria appear to be in original condition; the ones on Regina Avenue, 3139 Cameron, 3115 Rae and 3025 Garnet have been somewhat modified. The house on Hill Avenue has been most drastically altered; while the house at 3076 appears to have a new hipped roof, but this has not been verified. All of these other houses are less appealingly eclectic than the Watchler Residence.

4. Architect/Builder

The people involved with the design and construction of the structure may be more important if examples of their work exist or existed elsewhere in the community, region, province or nation. Both the quantity and quality of such other structures should be examined, as well as the person's role or status within the particular profession or trade.

- A - Architect or builder of major importance to history of community, province or nation.
- B - Architect or builder of considerable importance to history of community, province or nation.
- C - Architect or builder identified and of little importance.
- D - Architect or builder unidentified or unknown.

The Watchler Residence and its erstwhile neighbour at 11 Leopold Crescent were constructed by the Waterman-Waterbury Manufacturing Company, a construction firm better known for its construction of rural schools and furnaces during the first half of the 20th century. Established in Minneapolis in 1907, the company operated in Regina, Swift Current and Winnipeg until

being acquired by Comstock in 1972. References to Waterman-Waterbury construction activity can be found in virtually every local history book in Western Canada. Between 1923 and 1930, the firm constructed over 20 buildings in Regina.

Waterman-Waterbury employed its own design staff, including Milton Campbell, an unregistered architect who was responsible for many of the projects in the Regina district office between about 1929 and 1947. Campbell was born in Arnprior, Ont. on 31 October 1870 and moved to Vancouver in 1894. There he was in architectural practice with Francis E. Bennett (in 1910-11) and later with John Dawson. Campbell died in Victoria, B.C. on 4 July 1953. In Regina, he lived in his own house at 323 Leopold Crescent (built by Waterman-Waterbury in 1929) and was still employed by this company in the 1940s when the Watchler Residence and its neighbouring building were constructed. It is therefore highly probable that these two residential designs are examples of his architectural skills. As more information is obtained on the role that Milton Campbell played in the Waterman-Waterbury design department, his importance to the architectural history of Saskatchewan will undoubtedly increase significantly.

5. Exterior Details

Regardless of whether or not the overall style of a building is significant, structures may exhibit certain particularly interesting exterior details, which give the building a special character. While their presence may not be critical to the identification of style, such details may be essential to appreciate the specific building.

- A - Details depict particular regional symbols or relate to original building function; ornamental designs very intricate; details are prominent and complement the structure.
- B - Details depict western Canadian symbols; ornamental designs quite elaborate details apparent upon general inspection and complement the structure.
- C - Details quite limited in number and variation; details not readily apparent and may not fully complement the structure.
- D - No specific identification with country, business or individual; details few, if any, and not at all apparent; may seriously detract from the structure.

The most prominent character-defining exterior details of the Watchler Residence are the curved glass block bay window, the second storey corner windows, and the imitation clay-tile roofing, all skilfully integrated into a white stucco framework. These are striking elements, each capturing attention for their specific design features. The highly attractive ridge-cap with its pointed ends adds an almost whimsical element to the overall building design. To date, only three other Regina buildings have been found with this uncommon roofing material.

6. Interior Details

Some structures may exhibit interior arrangements, finishing, craftsmanship or details which are particularly attractive or unique. They may also, as in the case of many theatres, be more significant than the exterior of the building.

- A - Excellent quality, materials, craftsmanship and design; relates to particular regional or building function symbols.
- B - Good quality materials, craftsmanship and design; relates to western Canadian symbols.
- C - Fair quality materials, craftsmanship and design.
- D - Poor quality overall or of no particular interest.

The interior of the Watchler Residence is as eclectic as the exterior, with Spanish Revival art-plastered arched alcoves and doorways, and Tudor-influenced leaded glass and doweling. Gumwood, used for the doors and windows, was occasionally used in the 1920s and '30s in Regina but was nevertheless rare in this community. Collectively these items portray a refined

interior befitting a house intended to be the private residence of people of considerable means.

7. Massing/Plan

The massing of a building should be assessed in terms of was the structure well designed and functional for its original use, and how functional is it in its present capacity. Are there proper allowances for traffic flow? Are windows, doors, verandas, etc. of proper proportion for the style?

- A - Well proportioned in all respects and functions without any problems.
- B - Some features conflict with building's proportions; minor functional problems.
- C - A considerable number of conflicts with buildings proportion; several major functional problems.
- D - A major conflict with building's proportions; extreme functional problems.

The Watchler Residence is a carefully designed house, and exemplifies the well-known architectural tenet that "form follows function". The house flows well from its entrance into the various interior rooms, while access to the original garage was conveniently situated in close proximity to the front entry. The house is located directly opposite the northwest corner of Wascana Park, and the windows on both floors provide ample opportunity for the residents to look out onto the beauty and tranquility of that public space.

3. History

Important people or events associated with a site may constitute the prime reasons for designating a particular structure. A critical factor in this assessment will be the degree of association, which the site has with the person or event involved. The mere presence of an important person will not necessarily mean that the site is significant. Also, the building may relate to the development of a theme or trend in the region's history and that association needs to be examined and its importance assessed.

Criterion

Grade

1. Persons

It is important to identify the specific constructions made by a person, group or institution to the region, and to state why this contribution is significant. When assessing political figures, consider whether the contribution is the direct result of the specific individual or whether it would have occurred regardless of who the incumbent might have been.

- A - Person, group, etc. of primary importance intimately connected with building; major provincial or national significance.
- B - Person, group, etc. of primary importance loosely connected, or person of secondary importance intimately connected with the building; minor provincial significance.
- C - Person, group, etc. of secondary importance loosely connected with the building; regional significance.
- D - Building little or no known connection with person, group, etc.; local significance at best.

An unusual aspect of the Watchler Residence was that it had only three occupants during the first 70 years of its existence. The first was Franklin E. Watchler, who lived here from 1945 until 1949. Watchler was the Vice-President of Waterman-Waterbury Manufacturing Company, and senior official for the Company's Western Canadian operations, headquartered in Regina. Although not currently all that well-known, in his day his name would have been synonymous with the rapid construction program that Waterman-Waterbury was undertaking across the West.

Later occupants of the house were Forrest Arthur and Nina Hendrickson (1950-1976) and

Donald and Beverley Bennett (1976-2014). The Hendricksons farmed in the Regina region. Donald Bennett was a masseuse at the YMCA and Beverley was well-known for her interior decorating talent, operating her own interior decorating business for many years before her death in 2014. The long-term residency of these two families indicates their appreciation of the pleasing design, functionality and location of this home.

2. Events/Chronology

Specific short-term events, such as a battle, riot, treaty signing ceremony, etc. are the most common and readily identifiable events. Others may include the construction of a rail line, airport or bridge, which, for example, consequently has a major impact on transportation in the region. The highlights of the site's history should be examined here in chronological order.

- A - Event of primary importance intimately connected with the building; major provincial or national significance.
- B - Event of primary importance loosely connected, or event secondly importance intimately connected with the building; minor provincial significance.
- C - Event of secondary importance loosely connected with the building; regional significance.
- D - Building has little or no connection with event of importance; local significance at best.

According to a 1988 interview with the Bennetts (owners of the Watchler House from 1976-2014), there is a bomb shelter on the property. This directly links the house with the Cold War - an era (1945-1991) when there was widespread fear of a nuclear war erupting primarily between the Soviet Union and the United States. Bomb shelters – sometimes referred to as Diefenbunkers – were erected throughout Canada from about 1958 to 1968, often in association with municipal, provincial and federal government buildings, military bases, RCMP buildings, and railway stations. A small number of private bomb shelters were also constructed, but, for personal security reasons, their locations were deliberately not well advertised. This is only one of two such private structures to be identified in Regina, and would probably have been constructed by the Hendricksons.

As well, this building's construction in 1945 marked the beginning of an extensive renewal in residential construction across Canada, as additional housing became a major component of Canada's and, therefore, Saskatchewan's Post-War reconstruction program.

3. Context

The history of the site should be related to a specific theme in the history of the region and assessed to determine how significant this site is in the development of that theme. At the same time, the theme itself needs to be assessed, to determine if it is of major or minor importance of the development of the region.

- A - Theme of major importance; intimately connected with the site; site of major significance to the theme.
- B - Theme of moderate importance intimately connected with the site; site of major significance to the theme.
- C - Theme of moderate importance intimately connected with the site; site of minor/moderate significance to the theme.
- D - Theme of minor importance intimately connected with the site; site of minor/moderate significance to theme.

The original concept of the Crescents was incorporated into Regina's initial 1882 Town Survey, and was featured as a key component of the famous Mawson Plan, prepared for the city in 1914. Thomas Henry Mawson was internationally known for his development of major urban landscape designs. In Regina, Mawson's Plan laid out the designs for Wascana Park on both sides of the Lake, and included plans for the future development of the Crescents. The resultant

rapid construction of houses within the Crescents during the 1920s was a direct result of Mawson’s proposals.

The reason why the key gateway parcels – 11 and 13 Leopold Crescent -- were not developed until 1945 relates to the proposed location of a new Grand Trunk Pacific Railway station at this prominent intersection. A small temporary station was erected there in 1911, and a large stone replacement designed in the Chateau style to complement the GTP’s Chateau Qu’Appelle Hotel then under construction at the SE corner, was to sit at the eastern terminus of its College Avenue rail line. As such the station would straddle the NW and SW corners of Albert and College, and extend right across College Avenue itself. However, when the Grand Trunk Pacific Railway Company was taken over by the federal government soon after the end of World War I and merged with the Canadian Northern Railway in 1923 to form the Canadian National Railway, the plan to construct this GTP station was cancelled. Consequently, these encumbered SW and NW corner lots were apparently unavailable for new construction until some time in the early to mid 1940s. When they did finally go on the market, architectural style preferences had radically changed from the 1920s and ‘30s, and these two houses constructed at 11 and 13 Leopold Crescent reflected the most current Modernist building designs then being promoted and built by Saskatchewan’s leading architects.

4. Viability Assessment

The realistic possibility of preserving any heritage property may be as important as the heritage value of a site when deciding whether or not a site should be designated. The viability assessment examines the feasibility of rehabilitating the site from various perspectives, many of which have economic implications. If the overall viability assessment is low, the designating agency must be aware that proceeding with the designation could result in serious community conflicts or economic problems.

- **Environment**
A factor of secondary significance, but one that should not be overlooked, is the relationship of the site to its immediate and neighbouring environment. A site that fits in well with its surroundings or is well known for its prominence may receive greater public support for preservation than one that is considered an eyesore or out of context with its neighbours.

Criterion	Grade
1. Continuity/Setting	A - Fits in very well or contributes significantly to the dominant character of the area.
The relationship of the site to the surrounding district or neighbourhood should be examined to determine how well it contributes to the historical continuity or existing character of the area. In urban situations this generally relates to the streetscape.	B - Fits in well with the dominant character of the area, but is not a key structure. C - Acceptable in the area. D - Out of context in light of other construction or features in the area.

As the locale for the gateway to the Crescents, for decades the Watchler Residence and its neighbouring Solomon Residence at 11 Leopold Crescent, represented a special section of Regina noted for its fine homes and residents who were influential in all aspects of civic and provincial life. While the architectural style of these two residences was not typical of the Crescents, they well represented the lifestyle of the area. This home, as well as the others that gracefully flow into the Crescents, is most fitting, welcoming residents and visitors to the fine heritage architecture within this notably attractive area of Regina.

2. Landscape Quality
- Some properties may have greater significance than others because the surrounding grounds are carefully landscaped to complement the architecture of the building. The extent and quality of this work may reflect the work of a landscape artist or identify with popular trends from a specific era.
- A - Well proportioned in relation to the building's scale and position on the property; designed by a landscape artist of renown; representative of a particular era.
 - B - Well executed, although the scale is not proportional to the building; contains elements representative of a particular era.
 - C - Pleasing arrangement, but not very elaborate; landscape artist of little significance or renown; not representative of any particular era.
 - D - No real attempts made to landscape the property; landscape conflicts with the architecture of the building; urban setting—no landscape possible.

The landscape surrounding the Watchler Residence is appropriate to the building and neighbouring residences. The trees and accompanying yard arrangement serve as a visible separation between the commercial setting of Albert Street that starts in the next northerly block and the residential atmosphere of the Crescents. In the front yard, the lower branches have been removed so that the view of and from the house is not impeded. The backyard has been extensively developed as a charming outdoor room with all the amenities of contemporary life.

3. Landmark/Symbolism
- While most communities contain structures which are main visual reference points—such as church spires, grain elevators, school belt towers, etc., few structures become legitimate landmarks because of their obvious prominence or historical importance.
- E - A structure which may be taken as a major symbol for the region as a whole.
 - F - A conspicuous and familiar structure in the context of the region.
 - G - A conspicuous and familiar structure in part of the region.
 - H - Of little or no conspicuousness or familiarity.

There is no particular landmark association with the Watchler Residence, partly because it borders on government and business buildings which are more prominent, including the former Saskatchewan Government Telephones building to the north, the Royal Saskatchewan Museum, and the Park Plaza office building at the northeast corner of the intersection.

B. Usability

Preservation of some heritage properties may be important because of certain historic or architectural reasons, even if the structure is no longer fully functional. Such buildings or structures may become museums or monuments in their own right. However, the vast majority of heritage properties throughout the world are conserved because they continue to play an active role in the day to day life of the local community. These structures are often viable because an alternate use has been found for them. The extent to which such rehabilitation can be achieved with limited cost and/or alteration to the building will often be the deciding factor in any conservation project.

- | Criterion | Grade |
|---|---|
| A. Zoning / Land Use / Compatibility | A - Site is in harmony with current/proposed zoning and threat of redevelopment is extremely low or non-existent. |
| The probability of continued viability of any structure will generally increase if the current or proposed land use is the same | B - Site is not in harmony with current / proposed zoning, but not threatened with redevelopment. |

as that for which the property was zoned when the building was first constructed. Compatible zoning will reduce the threat of redevelopment and increase the availability of suitable prospective occupants.

- C - Site is not in harmony with current / proposed zoning and may be threatened by future redevelopment.
- D - Site is not in harmony with current / proposed zoning and is severely / immediately threatened with redevelopment.

The Watchler Residence has served as a single family residence since its construction in 1945, and is best suited to continue in this function. The proposal to demolish the house will see its replacement with another single family residence.

B. Adaptability

Conservation of many structures is much more probable if the building has good potential for adaptation to a variety of uses. An assessment here should not only consider alternate types of functions for which the building could be used in its current condition, but also examine which permissible alterations would make the building more acceptable to other uses.

- A. Structure has excellent multiple use potential without any major alterations to significant heritage features.
- B. Structure has good potential for several alternate uses without major alterations to significant heritage features.
- C. Structure has good potential without several alternate uses after moderate alterations to significant heritage features.
- D. Structure has no good potential for alternate uses; structure would require major alterations to significant heritage features.

As with many older historic homes, the Watchler Residence could theoretically be readily converted into a small business, such as a medical or legal office. However, that would conflict with the residential composition and zoning of the Crescents.

C. Servicing / Utilities

High quality services and access facilities may be important factors for various alternate use proposals. Good public accesses and nearby parking may be essential for some uses. Likewise, most properties will require updating utilities to meet both increased tenant use demands and the more stringent standards of the provincial Fire Commissioner.

- A. Adequate public access is readily available; all utilities meet modern standards and are adequate for current / proposed use of the building.
- B. Reasonable public access is readily available; most utilities meet modern standards and are adequate for current / proposed use of the building.
- C. Public access somewhat of a problem; many utilities need to be upgraded to meet modern standards.
- D. Public access is poor and may be a serious problem; all utilities need to be replaced to meet modern standards.

The new owner claims that the building requires significant changes to the utilities, although that was apparently not an issue to the previous occupants. An independent assessment of the utilities should be undertaken to verify the need, as opposed to desire, for upgraded utilities.

D. Recycling Costs

When assessing the projected costs to rehabilitate a heritage property, such assessments should only be made for actual work required. If, however, the option is to rehabilitate or demolish and build new, then the total cost of rehabilitation should be comparable to the total of the other, including the costs of demolition, new landscaping,

- A. Costs considerably lower than new construction.
- B. Costs marginally lower than new construction.
- C. Costs same as new construction.
- D. Costs higher than new construction.

architectural fees, construction, etc.

Undetermined, as no demolition and new construction costs are available to compare with the cost to rehabilitate the existing structure.

C. Integrity & Present Condition

The significance of a heritage property depends partly on its location, in that the original location helps the visitor to appreciate the site where its historical developments occurred. Relocation may preserve the fabric, but not the setting, and could seriously detract from the site's inherent importance. Also, the physical condition of both the site and the structure are important features, which must be carefully assessed, to determine if conservation of the property is realistically possible.

Criterion

1. Site Originality

In most cases, a building on its original site is more significant than one, which has been relocated. The exception here may be a structure, which was moved during the first ¼ of its existence and has subsequently been a significant heritage property at its new location. In addition, a site may be somewhat more important if the landscaping and accompanying outbuildings (such as a carriage house) original to the most significant period of the site's history are also extant.

Grade

- A. Building on original site and foundations; original landscaping and associated structures extant; relocation occurred within ¼ of structure's history.
- B. Building on original site but on new foundation; few or no associated structures extant; relocation occurred between first ¼ and ½ of structure's history.
- C. Building on original property but not on original site; relocation occurred between first ½ and last ¾ of structure's history.
- D. Building relocated to new site within last ¼ of structure's history.

The Watchler property is largely original, subject to only a few alterations. The most conspicuous change is the addition of a two-car garage at the back of the property, and glass blocks replacing the original door of the attached garage.

2. Alterations

A structure with few or no alterations to the original design is generally more significant than one which has been extensively remodelled. Exceptions to this includes: structures altered early in the history of the property; alterations which significantly improve the property's heritage value; and alterations directly related to subsequent persons or events of major historical significance.

- A. Structure is basically unchanged; alterations are important features of property's history and/or made within first ¼ of building's history.
- B. Structure has been noticeably changed, but retains its basic exterior character; alterations made between first ¼ and ½ of building's heritage.
- C. Structure has been severely changed, but retains some of its basic characteristics; alterations made between first ½ and ¾ of building's history and are of minor importance to building's heritage.
- D. Structure has been changed dramatically and its basic character destroyed; alterations made during last 1/4 of building' history and are of little or no significance to the building's heritage.

As mentioned above, the most significant alteration to the Watchler property is the addition of a two-car garage at the rear of the property, and the subsequent closure of the original garage, and replacement of the garage door with glass blocks. This alteration blends well with the rest of the building, and is relative inconspicuous.

3. Exterior Condition

- A. The exterior of the building is in excellent condition,

The basic structure of a building's exterior walls and the exterior façade are the two prominent features which people examine and appreciate most in any heritage property. They also often provide immediate clues to the basic soundness of the structure, the quality of original workmanship, and the concerns that the owners have for regular maintenance.

showing no structural cracks or wear of the façade; minor cracks may be overlooked if they do not impede the visitor's appreciation of the building and if they are not evidence of current movements in the building.

- B. The exterior of the building shows some cracks and/or wears in the façade; none of the cracks are evidence of current movement in the building.
- C. The exterior of the building has obvious cracks and/or wear of the façade; some cracks are evidence of continued movement in the building.
- D. The exterior of the building has serious structural and/or wear problems; continuous movement is very evident.

The exterior of the Watchler Residence does not show any serious deterioration, and has withstood the test of time much better than many residences in Regina. Clearly the building was well-built and has been well-maintained over the past seven decades.

4. Interior Condition

The basic structure of interior walls and the quality of interior finishing should be carefully examined. Sagging floors may indicate serious joist or foundation problems; flaking paint or plaster could be the result of excess moisture. Well constructed buildings may reflect impressive interior workmanship in spite of adverse conditions evident elsewhere in the building.

- A. The interior of the building is in excellent condition, showing no structural cracks or wear in the finishing; minor cracks may be overlooked if they are not evidence of current building movement.
- B. The interior of the building shows some cracks and/or wear of the finishing; none of the cracks are evidence of current building movement; minor peeling of paint and/or plaster.
- C. The interior of the building shows some obvious cracks and/or wear of the finishing; some cracks are evidence of continued movement; paint and/or plaster is peeling in various places.
- D. The interior of the building is in poor repair; cracks and sagging floors indicate serious internal structure problems; paint and/or plaster peeling in many areas.

According to the current owners, there is some cracking to the interior plasterwork. A detailed independent assessment of the interior is required to determine its condition.

5. Ground Condition

Although the quality of the landscape may be very good, its condition may be poor as the result of inadequate maintenance. Hence, this assessment should consider what work would be requires to rehabilitate the existing landscape into an acceptable state.

- A. No work required to rehabilitate the landscape.
- B. Minor work required to rehabilitate the landscape.
- C. Moderate work required to rehabilitate the landscape.
- D. Major work required to rehabilitate the landscape.

The grounds surrounding the Watchler Residence appear to be in good repair, and not in need of any rehabilitation.

+++++

Appendices

Appendix 1: Other Comparable Streamlined Moderne and Modernist Houses from the 1940s era



Van Egmond Residence, 2620 Regina Avenue (1942)

Original design



After non-compatible renovations



3116 Rae Street (1947), unaltered



3025 Garnet Street (1948)



3076 Cameron Street (1946)
After flat roof might was replaced.



3139 Cameron Street (1949)
Example of Streamlined design



3116 Rae Street (1946)



3207 Victoria (1948)

Appendix 2: Sheet-metal Roofing Images



Watchler Residence, 13 Leopold – various detailed view of the sheet metal roofing



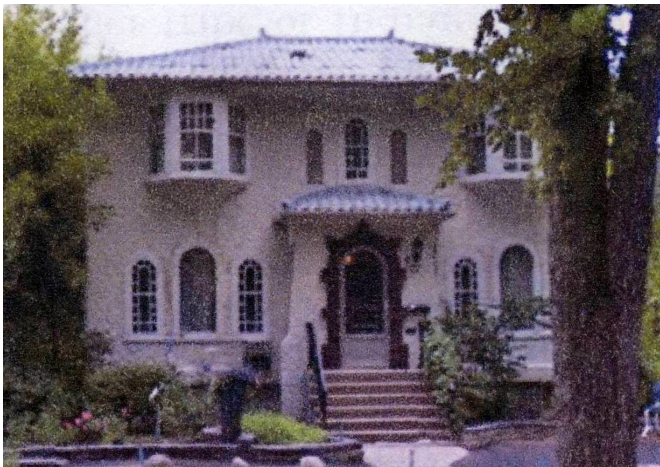
Houses with Spanish-style sheet metal roofing



13 Leopold (1945) - sheet metal roof



3318 Victoria (1948) - sheet metal roof



77 Leopold in 2013 - with sheet metal roof



77 Leopold (1929) - today, with asphalt shingles

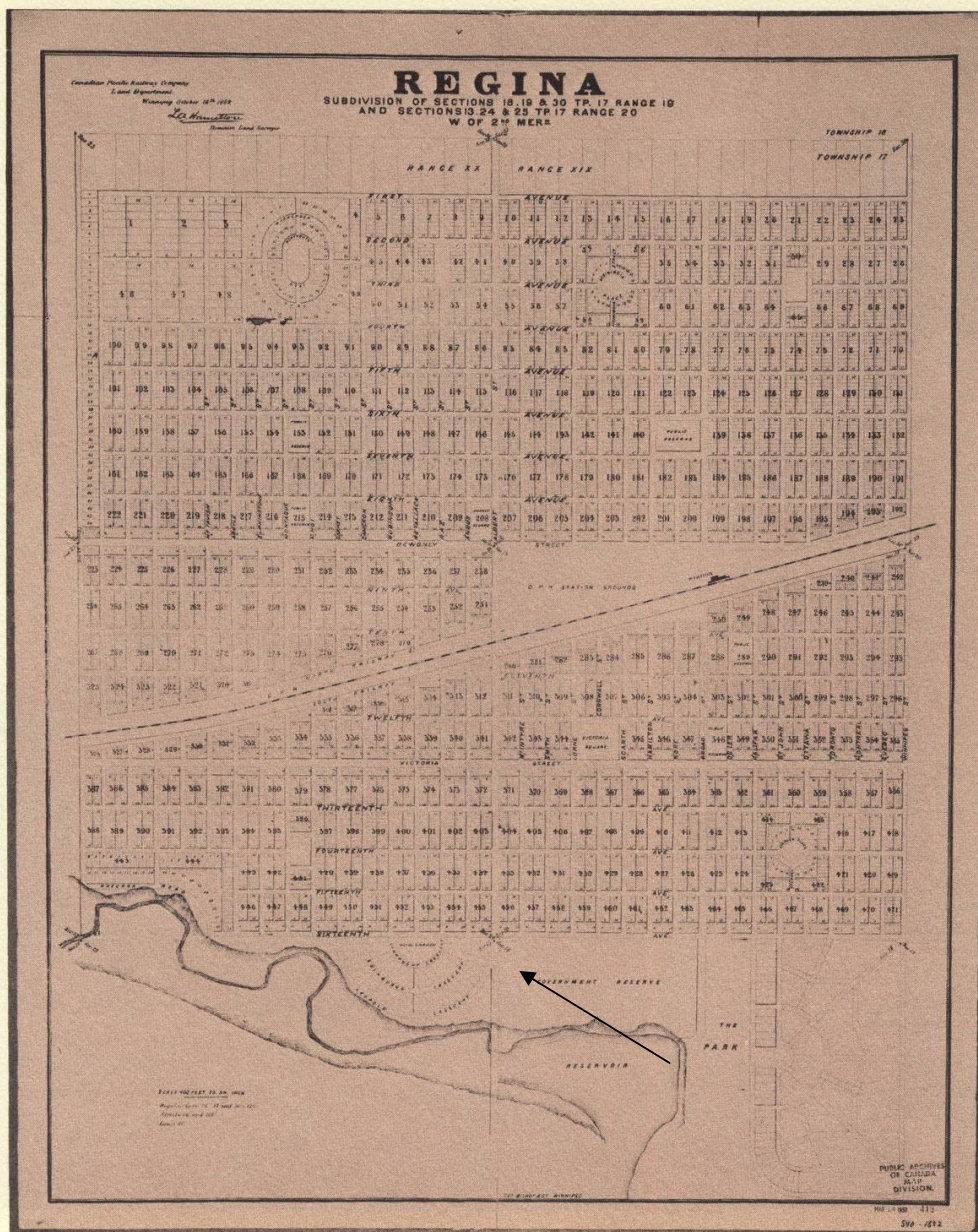


152 Connaught Crescent (1929) - sheet metal roof



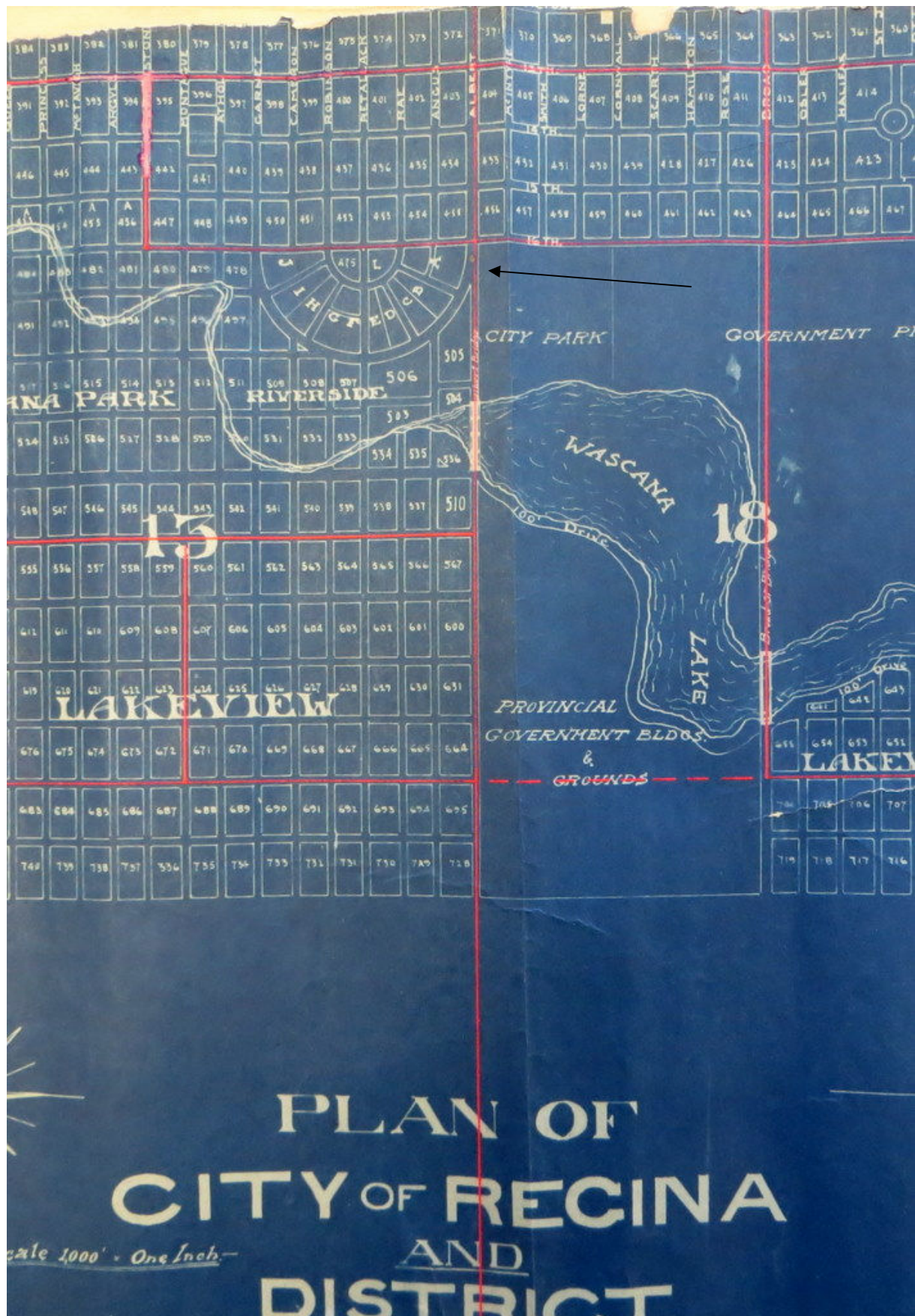
2728 McCallum Ave. (1927)

Appendix 3: Historic Plans of the Crescents



It was the C.P.R. which surveyed the townsite, laying out some 13,000 lots during the fall and early winter of 1882. Nearly half the lots in the townsite, and all of those in the then settled area near the station, were only twenty-five feet wide, and only four of the thoroughfares, Dewdney and Victoria Avenues and Broad and Albert Streets, exceeded sixty-six feet in width. 20.

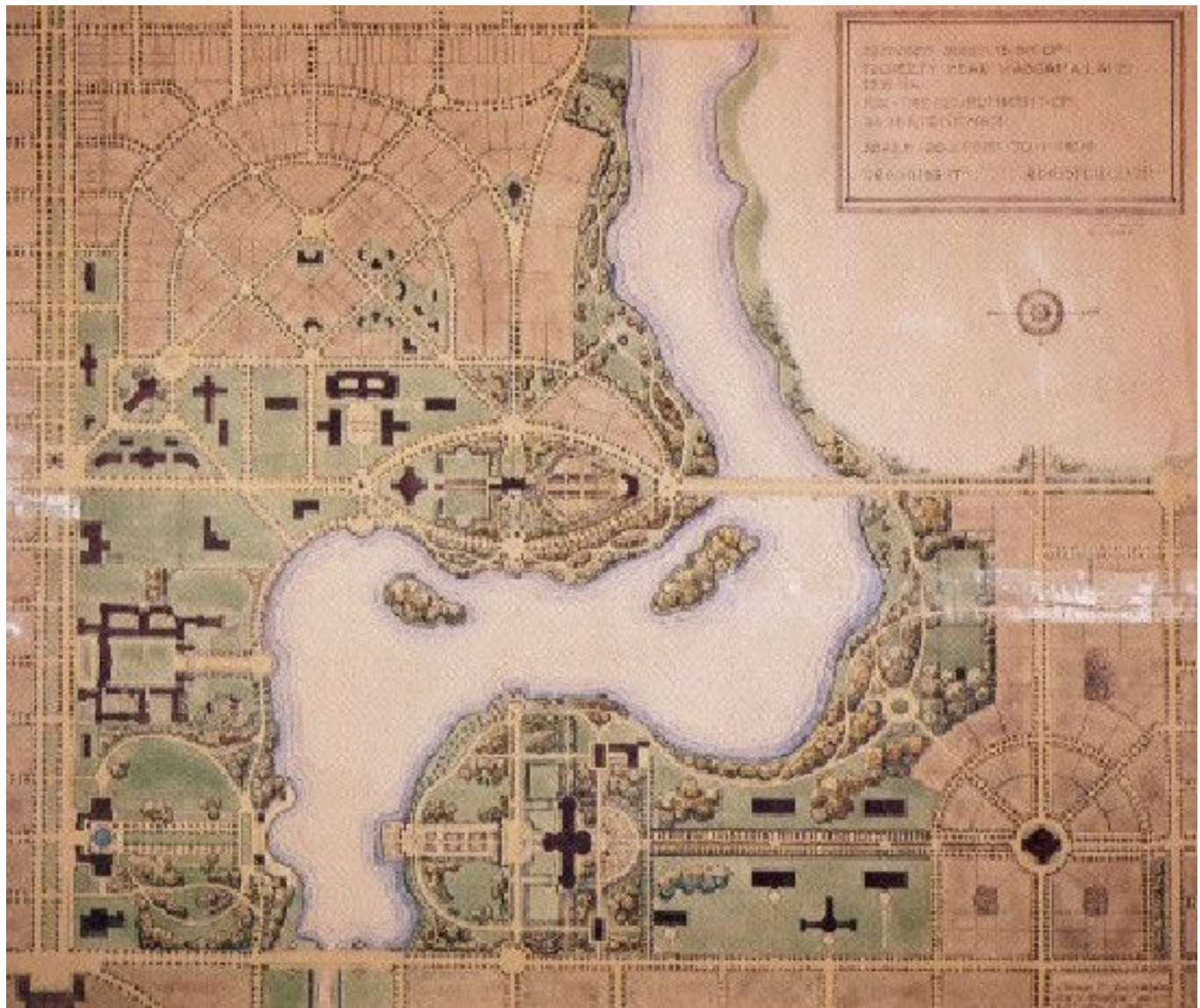
1882 Plan of Regina showing the Crescents (*Regina Before Yesterday*, Introduced and Edited by Bill Brennan, p. 27)



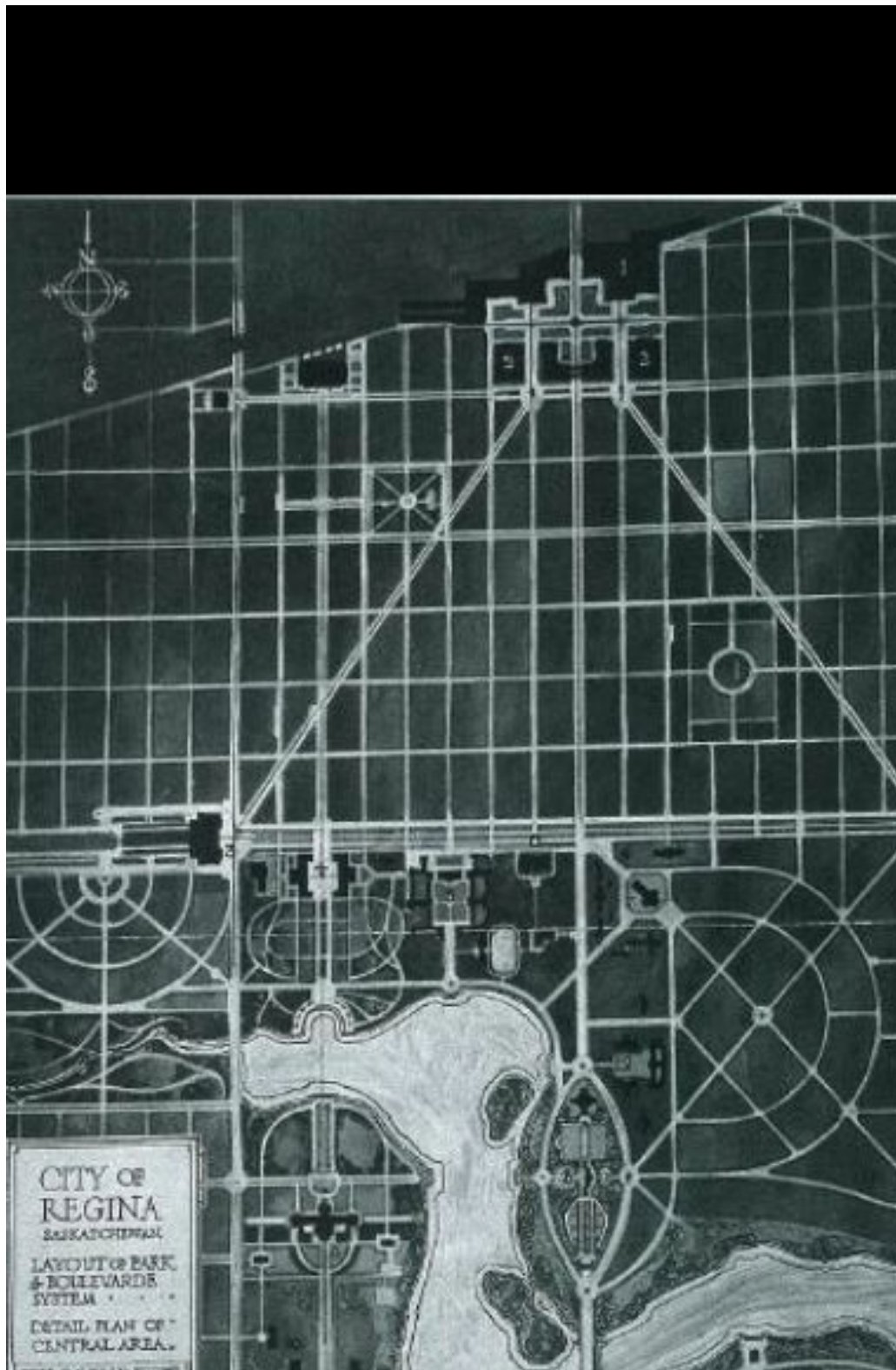
Plan of the City of Regina, 1909, showing the Crescents (City of Regina Archives)



Plan of the City of Regina – undated, showing the Crescents (City of Regina Archives)



Mawson Plan, 1913, showing the proposed location of the proposed Grand Trunk Pacific Railway Station at the intersection of College Avenue and Albert Street, including the future site of #11 and #13 Leopold Crescent. (Saskatchewan Archives Board Maps: B 620.20)



City of Regina Plan, 1914, showing location of the Grand Trunk Pacific Railway and its proposed station at Albert and College Avenue Station, bordering the northern boundary of the Crescents.

Appendix 4: Proposed design for the GTP Railway Station

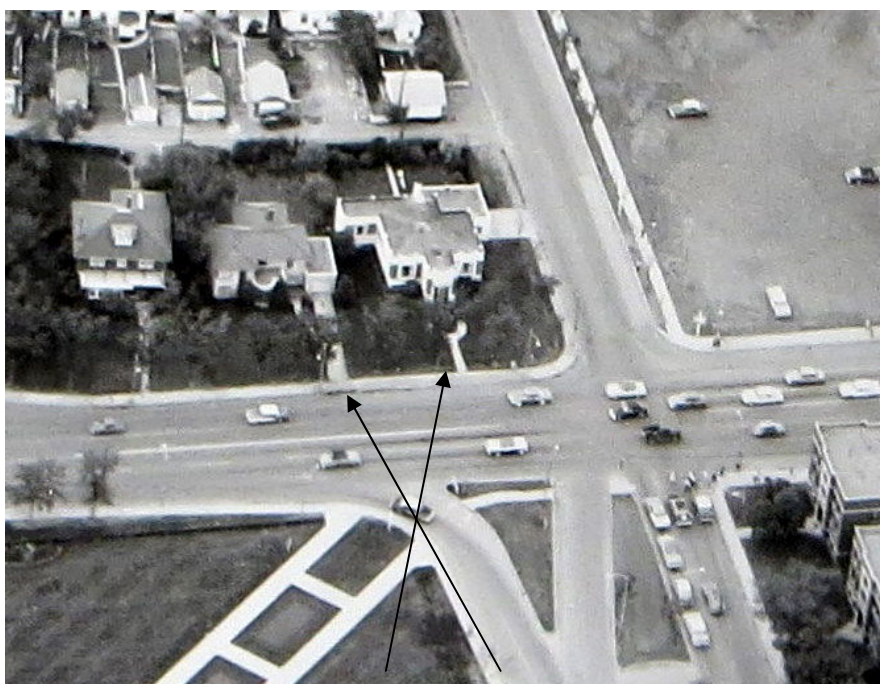


Architectural drawing of the proposed Grand Trunk Pacific Railway Station, to be situated at College and Albert, Regina. (Sask Archives Board)

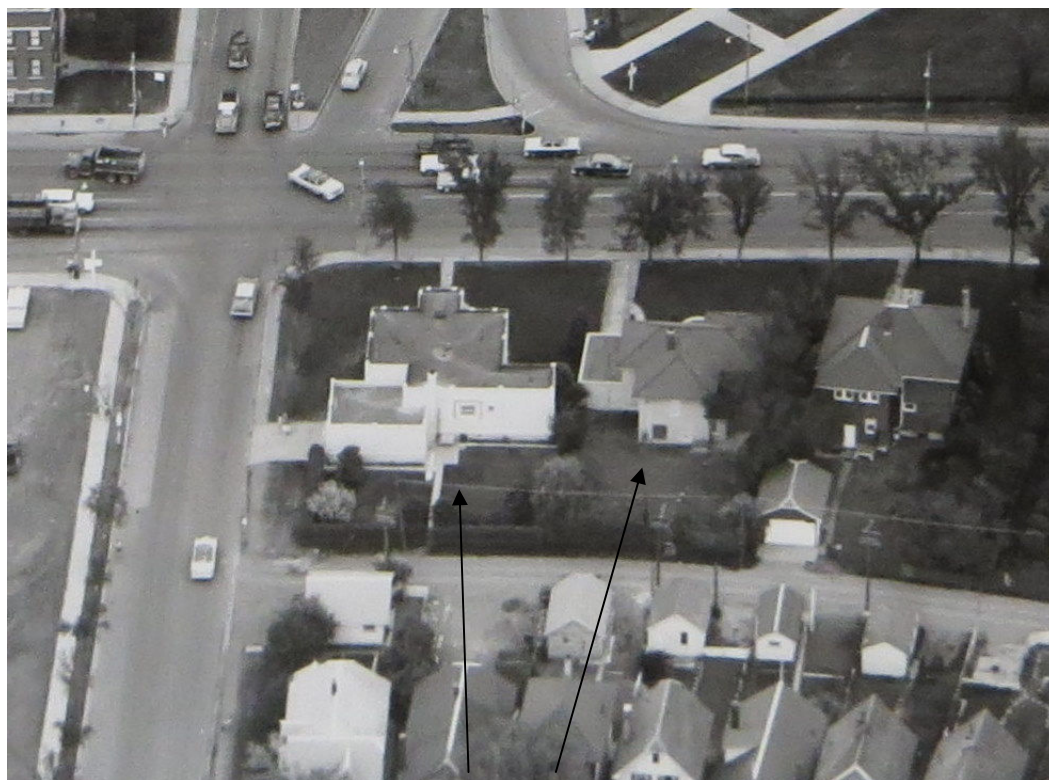
Appendix 5: Aerial Photos of Leopold Crescent



Site of 11 and 13 Leopold Crescent in 1928, before buildings were constructed. (Sask. Archives Board: Diocese of Qu'Appelle Collection: R-B 8,631)



Aerial view of the houses at 11 and 13 Leopold Crescent, 1959 (Sask. Archives Board: R-B 8,573-9)



Back aerial view of the houses at 11 and 13 Leopold Crescent, 1959 (Sask. Archives Board: R-B 8,573-1)

Prepared for Heritage Regina by:

Frank Korvemaker
Margaret Hryniuk
Ross Herrington

14 March 2015

B. GLOSSARY

Source: *Standards and Guidelines for the Conservation of Historic Places in Canada* (2003)

Heritage Value: The aesthetic, historic, scientific, cultural, social or spiritual importance or significance for past, present or future generations. The heritage value of a historic place is embodied in its character-defining materials, forms, location, spatial configurations, uses and cultural associations or meanings.


Historic Place: A structure, building, group of buildings, district, landscape, archaeological site or other place that has been formally recognized for its heritage value (e.g., through designation as Municipal Heritage Property).

Preservation: The action or process of protecting, maintaining and/or stabilizing the existing materials, form and integrity of a historic place (heritage property) or of an individual component, while protecting its heritage value.

Rehabilitation: The action or process of making possible a continuing or compatible contemporary use of a historic place or an individual component, through repair, alterations and/or additions, while protecting its heritage value.

Restoration: The action or process of accurately revealing, recovering or representing the state of a historic place or of an individual component, as it appeared in a particular period in its history, while protecting its heritage value.

Stabilization: Measures designed to re-establish a weather resistant enclosure and structural integrity, while maintaining the essential existing form.



C. Evaluation Form:	Watchler Residence, 13 Leopold Crescent, Regina
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HERITAGE ASSESSMENT		A	B	C	D	Total
Architecture (Maximum 30)						
	Style	16	8	4	0	
	Construction/Materials	8	4	2	0	
	Age	12	6	3	0	
	Architect/Builder	8	4	2	0	
	Exterior Details	4	2	1	0	
	Interior Details	6	3	1	0	
	Massing/Plan	4	2	1	0	
History (Maximum 30)						
	Persons	20	10	5	0	
	Events/Chronology	20	10	5	0	
	Context	25	12	6	0	
Total						
VIABILITY ASSESSMENT		A	B	C	D	Total
Environment (Maximum 10)						
	Continuity/Setting	8	4	2	0	
	Landscape Quality	4	2	1	0	
	Landmark/Symbolism	10	5	2	0	
Usability (Maximum 15)						
	Zoning / Land Use / Compatibility	8	4	2	0	
	Adaptability	10	5	2	0	
	Servicing / Utilities	8	4	2	0	
	Recycling Costs	10	5	2	0	
Integrity & Present Condition (Maximum 15)						
	Site Originality	8	4	2	0	
	Alterations	8	4	2	0	
	Exterior Condition	5	2	1	0	
	Interior Condition	5	2	1	0	
	Ground Condition	5	2	1	0	
Total						
GRAND TOTAL						

February 29, 2016

Your Worship the Mayor
and Members of City Council

Re: Removal of Property From the Heritage Holding Bylaw (Bylaw No. 8912) 13 Leopold
Crescent – Watchler 2nd Residence

On February 2015 my wife (Gayle Dodds) and I purchased the property at 13 Leopold Crescent. Our intention at the time was to demolish the existing house, build a new house in its place, and happily live across from the Park we love. Our purchase was not a wild impulse. We had watched the property list and re-list at ever declining asking prices over the course of time. We were aware the house was on the Heritage Holding List, and suspected this, along with the poor condition of the house (the house had been uninhabited for years), was preventing a sale. We looked into the Heritage Holding Bylaw and what that might mean for a potential owner. We contacted City Administration and learned there are some 300 buildings on this list established in the '80's. Further, its inclusion on the Holding List did not mean that the house could not be demolished, but rather that there was a process to follow prior to doing so. We also learned there were only two properties in the history of the City that had been made Heritage Properties against the wishes of the owners. Given that no one else had stepped up to purchase the home, we elected to do so and follow the process required to remove it from the Heritage Holding List.

Rest assured over the past year we have heard a great many opinions on what should happen to the house. Resistance to demolition seems to coalesce around two factors: One being the loss of a familiar building, and the other being a fear of what might be built in its place.

I respect the sentiment of those resistant to renewal. A familiar façade on one's daily commute might well be missed. That being said; rehabilitating this property with its significant air-quality, sewer, foundation, roofing and landscaping challenges presents an unreasonable financial burden. DKM Engineering Ltd recommends the removal of several trees and shrubs, excavation to the footing, foundation underpinning, re-grading, weeping tile, and installing membrane on the foundation walls, vapor barriers and ventilation in the crawl-space. D and R roofing told us the roof needs to be replaced, but no company in Regina to their knowledge works with similar materials. Calibre Home Inspections stated "the house is in an advanced state of disrepair and in an unlivable state... All workers/individuals entering the house must take appropriate measures to avoid risks to health." There are additional issues such as leaking windows and cracks in walls that also need to be addressed. Available incentives do not come close to mitigating such expense.

As to the question of what might appear in place of this house – I can only say that any infill will comply with existing guidelines. Undoubtedly there is much diversity of opinion over what an appealing house looks like (even between myself and my wife). We currently are exploring a design that incorporates some of the existing glass block and trim and reflects the existing raised-basement and corner-windows look.

We have made a good-faith attempt at exploring alternatives to demolition. This has been at considerable personal expense, time and energy. We have followed all procedures required for removing a property from the Heritage Holding List. I respectfully urge City Council to respect our wishes, and the recommendations of both City Administration and the City Planning Commission, and vote in favour of removing 13 Leopold Crescent from the Heritage Holding List.

Thank you,

Dennis Dodds

February 29, 2016

To: His Worship the Mayor
and Members of City Council

Re: Removal of Property from the Heritage Holding Bylaw (Bylaw No. 8912)
13 Leopold Crescent – Watchler (2nd) Residence

**RECOMMENDATION OF THE REGINA PLANNING COMMISSION
– FEBRUARY 10, 2016**

1. That the *Bylaw of the City of Regina to Deny a Permit for the Alteration or Demolition of Properties that the Council of the City of Regina may wish to Designate as Municipal Heritage Properties No. 8912* be amended to remove the property listed as Item 5.8 (the Watchler (2nd) Residence located at 13 Leopold Crescent) from Schedule A.
2. That the City Solicitor be instructed to prepare the required bylaw amendment.

REGINA PLANNING COMMISSION – FEBRUARY 10, 2016

The following addressed the Commission:

- Jackie Schmidt, representing Heritage Regina; and
(Pam Dmytriw arrived during Ms. Schmidt's presentation.)
- Dennis Dodds.

The Commission adopted a resolution to concur in the recommendation contained in the report.

Recommendation #3 does not require City Council approval.

Councillors: Mike O'Donnell (Chairperson), Jerry Flegel and Barbara Young; Commissioners: Pam Dmytriw, Phil Evans, Simon Kostic, Adrienne Hagen Lyster, Ron Okumura, Daryl Posehn, Laureen Snook and Kathleen Spatt were present during consideration of this report by the Regina Planning Commission.

The Regina Planning Commission, at its meeting held on February 10, 2016, considered the following report from the Administration:

RECOMMENDATION

1. That the *Bylaw of the City of Regina to Deny a Permit for the Alteration or Demolition of Properties that the Council of the City of Regina may wish to Designate as Municipal Heritage Properties No. 8912* be amended to remove the property listed as Item 5.8 (the Watchler (2nd) Residence located at 13 Leopold Crescent) from Schedule A;

2. That the City Solicitor be instructed to prepare the required bylaw amendment; and
3. That this report be forwarded to the February 29, 2016 City Council meeting for approval.

CONCLUSION

The Administration received a demolition permit application to demolish the Watchler (2nd) Residence at 13 Leopold Crescent. Although the property is identified on the Heritage Holding Bylaw (common name for Bylaw No. 8912), the Administration recommends that this property be removed from the *Bylaw of the City of Regina to Deny a Permit for the Alteration or Demolition of Properties that the Council of the City of Regina may wish to Designate as Municipal Heritage Properties No. 8912*.

The Administration conducted an assessment and engaged in discussions with the property owners over the last several months including discussions about the availability of incentives under the Heritage Building Rehabilitation Program. Based on the information presented and gathered through the review process, the property owners have decided to proceed with the request to have the property removed from the Heritage Holding Bylaw. The City's policy direction has been to encourage voluntary designation of properties with heritage significance through the offering of incentives and the City has only proceeded with designation without property owner's consent in very rare circumstances.

Accordingly, the Administration is recommending that the property be removed from the Heritage Holding Bylaw.

BACKGROUND

The Watchler (2nd) Residence at 13 Leopold Crescent is listed as Item 5.8 on Schedule A to the Heritage Holding Bylaw. The Heritage Holding Bylaw was adopted by City Council on September 11, 1989, pursuant to the requirements of Section 28 of *The Heritage Property Act*. The Heritage Holding Bylaw contains a list of buildings (Schedule A) that have been identified as having heritage value and City Council approval is required to remove any property from the Heritage Holding Bylaw. The bylaw provides the Administration a period of up to 60 days from the date of permit application to deny any permit for alteration or demolition.

During this 60 day timeframe, the Administration engages with the property owner and prepares the necessary decision items for Regina Planning Commission and City Council to consider the heritage value of the property. Typically, key activities undertaken include:

- Assess the heritage value of the property;
- Discuss the option of Municipal Heritage Property designation;
- Provide information about incentive programs for Municipal Heritage Property; and
- Advise stakeholders of the request to remove the property from the bylaw.

One of the goals in *Design Regina: The Official Community Plan Bylaw No. 2013-48* is to support cultural development and cultural heritage including the protection, conservation, and maintenance of historic places. The Official Community Plan also establishes the City's role in this goal area to encourage property owners to voluntarily designate properties through the

availability of incentive programs. In 2014, City Council approved an updated Heritage Incentive Policy and the Heritage Building Rehabilitation Program which formalized processes and incentives for encouragement.

DISCUSSION

The Administration has received a request to remove the Watchler (2nd) Residence at 13 Leopold Crescent from the Heritage Holding Bylaw. City Council can formally designate the property as Municipal Heritage Property or remove it from the Heritage Holding Bylaw. The owners have indicated it is their intention to demolish the building.

Heritage Value Assessment

The Administration has undertaken an evaluation of the property using criteria developed by the Province of Saskatchewan to identify the architectural and historic attributes of the subject property. The Administration's evaluation, in Appendix A-8, indicates that the property is of moderate architectural and historic value but was assessed high for viability due to its context and land use.

The property is located on the southwest corner of the intersection of Albert Street, College Avenue, and Leopold Crescent. The building has been part of an established streetscape at the entrance to The Crescents neighbourhood which was developed as a prestigious residential neighbourhood prior to World War I (WWI). The residence is the newest building on this block of seven distinctive houses, the oldest being constructed in 1920. The reason for the gap in construction dates related to the plan for the construction of a new Grand Trunk Pacific Railway station at this location. However, plans fell through when the railway company merged with the Canadian Northern Railway to form the Canadian National Railway (CN) after WWI. The lots were offered for sale by CN in the early 1940's.

A building permit was issued to F. E. Watchler for the construction of a six room frame and stucco residence and garage at 13 Leopold Crescent on October 2, 1944. The architecture and character defining elements of the residence are described as a combination of Mediterranean Italianate and Art Moderne styles. The corner windows on the second level without structural vertical support are reflective of the Moderne style.

The roof is done in a Mediterranean inspired style using metal to simulate roofing tiles. The residence features an off-centre curved glass block entrance and is unique in that respect. Photographs are provided in Appendices A-2 to A-7. A Statement of Significance is provided in Appendix A-9.

Discussions with Property Owner regarding Municipal Heritage Designation

The Heritage Holding Bylaw is a list of properties that have been identified as having heritage value based on architectural details and historical significance or occupancy. The bylaw is a tool that is used by the Administration, when permits are received for demolitions or significant alterations, to withhold approval of such requests for 60 days so a more detailed assessment of the heritage significance can be completed as well as dialogue with the property owner.

The Administration met with the property owners to discuss their plans for the residence and to provide information on the benefits provided under the City's Heritage Building Rehabilitation

Program. This program would provide up to 10 years of property tax exemption for approved conservation work should the residence be designated as a Municipal Heritage Property. The Administration facilitated discussions between the property owner and a company familiar with the restoration of heritage properties to discuss options for the property.

The property owners stated in their request for removal from the bylaw that the home inspection done prior to the application of a demolition permit indicated there were issues related to the foundation, water, sewer and electrical due to the age of the house. An inspection completed in October 2015 indicated that mold had been found in the house.

Ultimately, the property owners did not consider renovation to be cost effective, even with the tax exemption under the Heritage Building Rehabilitation Program that would be available upon designation of the property as a Municipal Heritage Property. Following these discussions, and upon receipt of the results of the October 2015 inspection, the owners informed the Administration that they wanted to proceed with their request to have the building removed from the Heritage Holding Bylaw.

The following is a summary of this application for removal from the Heritage Holding Bylaw:

- February 5, 2015 – The property owners applied for a permit to demolish the residence.
- February to April 2015 – The Administration met with the property owners to discuss options to retain the property, including designation and the availability of tax incentives under the Heritage Building Rehabilitation Program to offset some of the costs associated with the restoration of the character defining elements of the building. A heritage assessment was also completed and comments were requested from stakeholders (the Community Association and local heritage groups).

The Administration prepared a report for the April 8, 2015 meeting of the Regina Planning Commission which recommended removal of the property from the Heritage Holding Bylaw. March 28, 2015 the Administration received correspondence from the owners indicating they were meeting with a company familiar with the restoration of heritage properties to discuss options for the property. April 7, 2015 the property owners requested that the report not be considered at the April 8, 2015 Regina Planning Commission meeting.

- April 2015 to October 2015 – The Administration facilitated discussions between the owners and heritage stakeholders with regard to potential solutions to retain the building, designate it as a municipal heritage property and apply for the heritage tax incentives available under the Heritage Building Rehabilitation Program. As a result of these discussions, an application for Municipal Heritage Designation was received in June 2015.
- October 25, 2015 – The Administration received correspondence from the property owners that a report dated October 23, 2015 indicated the presence of mold in the building and as a result the owners requested Administration to proceed with a report on the removal of the property from the Heritage Holding Bylaw.

Summary

The Watchler (2nd) Residence is a building of heritage significance based on its architectural and character defining elements and as such is listed on the Heritage Holding Bylaw. The Administration received an application from the owner for demolition of the building and its removal from the Bylaw. Following receipt of the application, the Administration proceeded with a standard process to engage the property owner and other stakeholders. The engagement process resulted in the owners delaying plans for demolition of the building to consider options for its possible renovation and retention which included discussion on potential incentives under the Heritage Building Rehabilitation Program.

The owners have recently informed the Administration that based on the condition of the building, renovation of the building is not economically feasible and as such have directed the Administration to proceed with the initial request to remove the building from the Heritage Holding Bylaw. The City's policy direction is to encourage voluntary designation with offer of incentives under the adopted recently the Heritage Building Rehabilitation Program as a means to encourage designation. Based on the direction of the owners, the Administration recommends removal of the Watchler (2nd) Residence from the Heritage Holding Bylaw.

RECOMMENDATION IMPLICATIONS

Financial Implications

There may be some tax revenue loss between the time the existing residence is removed and a replacement residence is constructed. The amount of this loss in revenue is dependent upon the time gap between demolition and new construction.

Environmental Implications

None with respect to this report.

Policy and/or Strategic Implications

One of the goals in *Design Regina: The Official Community Plan Bylaw No. 2013-48* is to support cultural development and cultural heritage, including support for the protection, conservation and maintenance of historic places.

The Official Community Plan also established the City's role in this goal area to encourage property owners to voluntarily designate properties through the availability of financial incentive programs.

In 2014, City Council approved an updated Heritage Incentive Policy and the Heritage Building Rehabilitation Program which formalize processes and incentives for encouragement. This approach is consistent with the following policies within the Official Community Plan:

- Build partnerships and work collaboratively with community groups, other levels of government, and the private and voluntary sector to encourage cultural development opportunities and conserve historic places;
- Encourage owners to protect historic places through good stewardship and voluntary designation; and,

- Leverage and expand funding, financial incentive programs and other means of support to advance the conservation of historic places.

City Council has only designated two properties without owner consent:

- Masonic Temple: In 1994, the Masonic Temple was to be designated as part of the Victoria Park Heritage Conservation District. City Council received an objection to the designation of the property. Under *The Heritage Property Act*, the objection was considered by the Saskatchewan Heritage Property Review Board. The Board supported the designation. In 1996, the property was designated as part of the Victoria Park Heritage Conservation District.
- Shaab Residence: The Shaab Residence, 2216 Lorne Street, was included on the list of significant heritage properties which preceded the Heritage Holding Bylaw. In 1983 the owner of the property proceeded to demolish the back half of the house without authorization. The City issued a stop work order and the property was designated as a Municipal Heritage Property in 1984.

Other Implications

Pursuant to Section 11 of *The Heritage Property Act*, the authority to designate Municipal Heritage Property, by bylaw, rests with City Council. If City Council wishes to proceed with designation and consider the matter at a subsequent meeting, the owners would have an opportunity to object to the proposed designation according to the process outlined in *The Heritage Property Act*.

Accessibility Implications

None with respect to this report.

COMMUNICATIONS

The Administration provided information on this application and a copy of this report to the Cathedral Area Community Association and heritage advocacy groups including Heritage Regina and the Architectural Heritage Society of Saskatchewan for comment.

The Cathedral Area Community Association responded that they were opposed to the demolition of the residence due to its heritage significance. The building is important and is significant to the history of Regina and the Cathedral Neighbourhood.

Heritage Regina responded that they were also opposed to the removal of the building from the Heritage Holding Bylaw due to its uniqueness and significance to the history of Regina and the neighbourhood. Comments and concerns raised in Heritage Regina's submission include:

- The building has heritage significance by virtue of its placement on the Heritage Holding Bylaw.
- It is economically feasible to renovate and restore the building and it should not be demolished.
- The demolition is not consistent with the Official Community Plan policies related to heritage conservation.

- The City needs to initiate a communication strategy that is directed at the owners of the buildings on the Heritage Holding Bylaw list to ensure they are aware of the financial incentives provided under the Heritage Building Rehabilitation Program.
- The Heritage Holding Bylaw list needs to be reviewed and updated regularly.

Comments were not received from the Architectural Heritage Society of Saskatchewan.

DELEGATED AUTHORITY

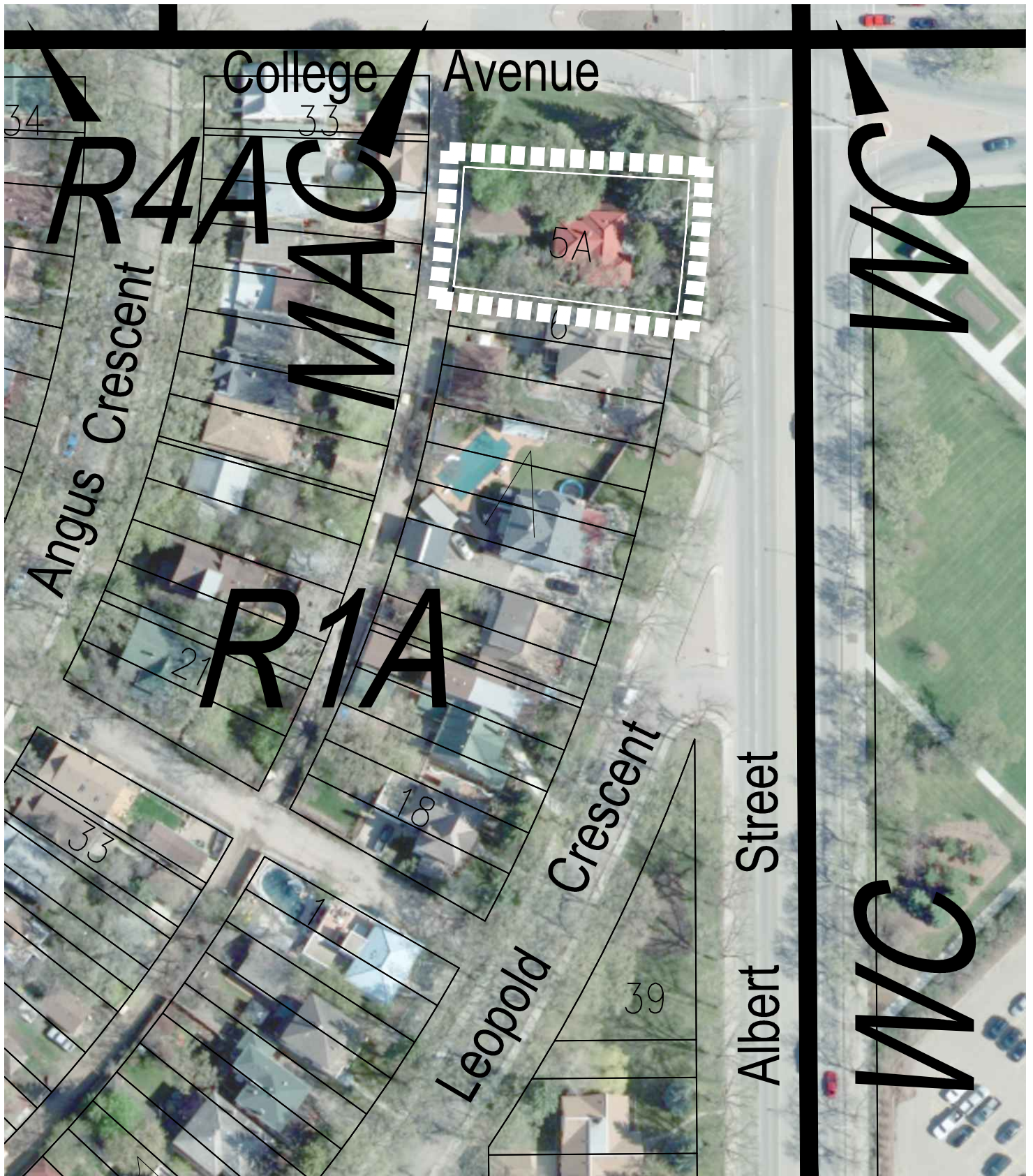
The recommendations contained within this report require City Council approval.

Respectfully submitted,

REGINA PLANNING COMMISSION

Elaine Gohlke

Elaine Gohlke, Secretary



Subject Property





Heritage		Planning Department	
Project	Helding Bylaw	Civic Address/Subdivision	13 Leopold Crescent











SAB AB 8573(9) 1959
Aerial view of the houses at 11 and 13 Leopold Crescent (Sask. Archives Board: R-B 8,573-9)

Evaluation Form

HERITAGE ASSESSMENT		A	B	C	D	Total
Architecture (Maximum 30)						
	Style	16	8	4	0	
	Construction/Materials	8	4	2	0	
	Age	12	6	3	0	
	Architect/Builder	8	4	2	0	
	Exterior Details	4	2	1	0	
	Interior Details	6	3	1	0	
	Massing/Plan	4	2	1	0	25
History (Maximum 30)						
	Persons	20	10	5	0	
	Events/Chronology	20	10	5	0	
	Context	25	12	6	0	22
Total						47
VIABILITY ASSESSMENT		A	B	C	D	Total
Environment (Maximum 10)						
	Continuity/Setting	8	4	2	0	
	Landscape Quality	4	2	1	0	
	Landmark/Symbolism	10	5	2	0	9
Usability (Maximum 15)						
	Zoning / Land Use / Compatibility	8	4	2	0	
	Adaptability	10	5	2	0	
	Servicing / Utilities	8	4	2	0	
	Recycling Costs	10	5	2	0	12
Integrity & Present Condition (Maximum 15)						
	Site Originality	8	4	2	0	
	Alterations	8	4	2	0	
	Exterior Condition	5	2	1	0	
	Interior Condition	5	2	1	0	
	Ground Condition	5	2	1	0	15 max.
Total						36
GRAND TOTAL						83

Heritage Holding	Planning Department
Project Bylaw _____	Civic Address/Subdivision 13 Leopold Crescent _____

Statement of Significance



**13 Leopold Crescent
Watchler (2nd) Residence**

Description

The Watchler Residence is a residential building in the Streamlined Moderne style, with Spanish Revival influences, located at 13 Leopold Crescent (at the intersection of College Avenue and Albert Street) in Regina's Crescents neighbourhood.

Heritage Value

The heritage value of the Watchler Residence lies in its architectural, contextual and cultural significance.

The property is located on the southwest corner of the intersection of Albert Street, College Avenue and Leopold Crescent. The building has been part of an established streetscape at the entrance to The Crescents neighbourhood which was developed as a prestigious residential neighbourhood beginning prior to World War I. The residence is

the newest building on this block of seven distinctive houses, the oldest being constructed in 1920. The reason for the gap in construction dates related to the plan for the construction of a new Grand Trunk Pacific Railway station at this location. However, plans fell through when the railway company merged with the Canadian Northern Railway to form the Canadian National Railway (CN) after WWI. The lots were offered for sale by CN in the early 1940's.

A building permit was issued to F. E. Watchler for the construction of a six room frame and stucco residence and garage at 13 Leopold Crescent on October 2, 1944. It is probable that the house was constructed by the Waterman-Waterbury Manufacturing Company and could have been designed by that company's architect, Milton Campbell.

Franklin E. Watchler was the Manager and later Vice-President of the Waterman-Waterbury Manufacturing Company which obtained many contracts for the construction of schools. The residence at 13 Leopold Crescent is the second residence that Mr. Watchler had built for himself in The Crescents, the first one being located at 77 Leopold Crescent.

Constructed in 1944-45, the Watchler Residence dates to the first quarter of a 10 to 15 year period when Modernist and Streamlined Moderne houses were constructed in Regina. These were predominantly located in the Crescents and Lakeview neighbourhoods. The architecture of the residence displays design features from Modernism as well as Streamlined Moderne and Spanish Revival design. The corner windows on the second level without structural vertical support are reflective of the Moderne style. The roof is done in a Spanish Revival inspired style using metal to simulate roofing tiles. The use of white stucco for the exterior finish is also Spanish Revival inspired. The residence features an off-centre curved bay glass block window at the main entrance, reflective of Streamlined Moderne style, and is unique in that respect.

Character Defining Elements

The heritage value of the Watchler Residence lies in the following character-defining elements:

- Those elements associated with the Streamlined Moderne and Spanish Revival styles of architecture:
 - the Streamlined Moderne style curved bay glass block window
 - the glass windows in the upper SE and NE corners without any vertical support are Moderne in inspiration
 - the Spanish Revival use of white stucco exterior finish and simulated red clay tile roofing
- Its prominent location at the intersection of College Avenue and Albert Street at the entrance to The Crescents neighbourhood, one of Regina's premier residential neighbourhoods.
- Its connection to Franklin E. Watchler, the Manager and later Vice-President of the Waterman-Waterbury Manufacturing Company which obtained many contracts for the construction of schools.

**Address to Regina City Council
His Worship, the Mayor; Council & Administration**

I'm pleased to present information and answer questions on behalf of the development group that owns 160 McIntosh Street, commonly known as the former "Dales House". My capacity today is as a representative of the development team. In May 2015 we were made aware the property was being sold, and immediately worked with a client of ours, Catholic Family Services ('CFS', as tenant) to collaborate on a 'redevelopment' solution. This meant engaging on an open-book basis to make sure the economics and operational details worked for them – specifically their Board, management team, funding sources and regulatory authorities. It also had to work for the investors and the Province as the vendor. We finalized the purchase in July and negotiated a long term lease after that.

Our group invested \$1.175 million into buying the property and will invest just over \$2M in the project. That includes over \$500,000 in improvements to the building and land. The main improvements include a new building envelope, additional parking area, increased natural light for kids, accessibility solutions, interior renovations including new paint, flooring and ceiling finishes, electrical and mechanical improvements, kitchen cabinetry for staff, and code compliance throughout. The excess parking stalls allow for future growth and convenience of elderly folks, plus parents and children. The property will physically stand out in stark contrast to its past, without really changing why it was built in the first place: to be a safe place of hope with a long term future.

We have kept engaged and in communication with our neighbours since taking possession of the property last summer. During routine site visits, and ongoing feedback from all our sub-trades, we haven't received a single negative comment or concern. In fact, it's been quite the opposite. Meanwhile, we are on schedule with turning the building over to CFS on April 1st.

The importance of having this application approved is singular really. While it applies to humanitarian services only and not daycare, the two services really overlap, so my hope is to offer comments on both entities. Daycare is a very much needed service in the City of Regina and this community, notwithstanding a very much needed revenue source for CFS in order to move away from a volatile and ongoing reliance on social program funding. So, the solution for their future, and the beneficial solution of providing both humanitarian and daycare services in this community, lies singularly in the approval of this discretionary use application.

I therefore respectfully request your approval today, and welcome your questions and concerns.

Thank you.

Richard Jankowski
On Behalf of ISLA Ventures

February 29, 2016

To: His Worship the Mayor
and Members of City Council

Re: Discretionary Use Application (15-DU-24)
Humanitarian Services Facility – 160 McIntosh Street

**RECOMMENDATION OF THE REGINA PLANNING COMMISSION
– FEBRUARY 10, 2016**

That the discretionary use application for a proposed Humanitarian Services Facility located at 160 McIntosh Street, being Parcel X, Plan 65R11965 be APPROVED, and that a Development Permit be issued subject to the following conditions:

- a) The development shall be consistent with the plans attached to this report as Appendix A-3.1 inclusive, prepared by Alton Tangedal Architect Ltd and dated October 30, 2015; and
- b) The development shall comply with all applicable standards and regulations in *Bylaw No. 9250, A Bylaw of the City of Regina to Provide for the Zoning of the City of Regina for the Purpose of Controlling the Use of Land to Provide for the Amenity, Health, Safety and General Welfare of the Inhabitants of the City of Regina* (commonly known as the Zoning Bylaw).

REGINA PLANNING COMMISSION – FEBRUARY 10, 2016

Richard Jankowski, representing Isla Ventures and David Sax, representing Catholic Family Services, addressed the Commission.

The Commission adopted a resolution to concur in the recommendation contained in the report.

Recommendation #2 does not require City Council approval.

Councillors: Mike O'Donnell (Chairperson), Jerry Flegel and Barbara Young; Commissioners: Pam Dmytriw, Phil Evans, Simon Kostic, Adrienne Hagen Lyster, Ron Okumura, Daryl Posehn, Laureen Snook and Kathleen Spatt were present during consideration of this report by the Regina Planning Commission.

The Regina Planning Commission, at its meeting held on February 10, 2016, considered the following report from the Administration:

RECOMMENDATION

1. That the discretionary use application for a proposed Humanitarian Services Facility located at 160 McIntosh Street, being Parcel X, Plan 65R11965 be APPROVED, and that a Development Permit be issued subject to the following conditions:

- a) The development shall be consistent with the plans attached to this report as Appendix A-3.1 inclusive, prepared by Alton Tangedal Architect Ltd and dated October 30, 2015; and
 - b) The development shall comply with all applicable standards and regulations in *Bylaw No. 9250, A Bylaw of the City of Regina to Provide for the Zoning of the City of Regina for the Purpose of Controlling the Use of Land to Provide for the Amenity, Health, Safety and General Welfare of the Inhabitants of the City of Regina* (commonly known as the Zoning Bylaw); and
2. That this report be forwarded to the February 29, 2016 meeting of City Council for approval.

CONCLUSION

The applicant proposes to redevelop/re-use the existing building at 160 McIntosh Street as a Humanitarian Services Facility and Day Care Centre. The building is currently vacant, having been previously owned and operated by the Province of Saskatchewan as an Individual and Family Social Services Home.

The subject property is currently zoned I – Institutional Zone in which a Humanitarian Services Facility is a discretionary use and the Day Care Centre is permitted.

The proposal complies with the development standards and regulations contained in the Zoning Bylaw and is consistent with the policies contained in *Design Regina: The Official Community Plan Bylaw No. 2013-48*.

Accordingly, the Administration recommends approval.

BACKGROUND

This application is being considered pursuant to the Zoning Bylaw, *Design Regina: The Official Community Plan, Bylaw No. 2013-48*, and *The Planning and Development Act, 2007*.

Pursuant to subsection 56(3) of the Act, City Council may establish conditions for discretionary uses based on: nature of the proposed development (e.g. site, size, shape and arrangement of buildings) and aspects of site design (e.g. landscaping, site access, parking and loading), but not including the colour, texture or type of materials and architectural details.

DISCUSSION

The building was previously owned and operated by the Province of Saskatchewan as an Individual and Family Social Services Home. It ceased operation in 2013 and has remained vacant ever since. Catholic Family Services (CFSS) has applied to redevelop the site as a Humanitarian Service and Daycare facility.

Catholic Family Services Society has provided social services to the city of Regina for several decades. In 2014 CFSS made a commitment to pursue new services and revenue streams from the Ministry of Social Services. CFSS is proposing to establish a Humanitarian Services Facility on the subject property. The subject property is zoned I – Institutional in which a Humanitarian Service Facilities is a discretionary use. The Zoning Bylaw defines a Humanitarian Services Facility as:

“the use of premises by an organization to provide social or welfare services to those in need, for no fee or compensation, or at a fee recognized as being significantly less than that charged by profit-making organizations. Services typically provided by a Humanitarian Service Facility include:

- (a) information and referral services;
- (b) counselling;
- (c) skill development;
- (d) aid in the nature of food or clothing;
- (e) life skill and personal development programs;
- (f) alcohol, drug or substance abuse counselling or rehabilitation; and/or
- (g) drop-in or activity space,

but do not include premises used for residential accommodation. Humanitarian Service Facilities provide services directly to a client group on the premises, rather than serve only administrative functions.”

In this case the services that will be provided on site include family counselling, substance abuse counselling and a drop-in space. CFSS also intends to establish a Day Care Centre on the premises. The daycare component is a permitted use in the I – Institutional Zone within the Zoning Bylaw.

The proposed development is consistent with the purpose and intent of the I – Institutional Zone with respect to:

- Provide sites for, and regulate the provision of public owned facilities of an institutional and community service nature;
- Promote development that contributes to the maintenance and improvement of the quality of life.

The land use and zoning related details are provided in the table below:

Land Use Details	Existing	Proposed
Zoning	I - Institutional	I - Institutional
Land Use	Vacant Building	Daycare Services, social/family and humanitarian services
Number of Dwelling Units	N/A	N/A
Building Area	1124.6 m ²	1124.6 m ²

Zoning Analysis	Required	Proposed
Required # of Parking Stalls	17	33
Drop-off Spaces	5	5 spaces included in the 33 total spaces
Minimum Lot Area (m ²)	500 m ²	4289 m ²
Minimum Lot Frontage (m)	15 m	50.29 m
Minimum Side Yard Setback	3 m	Existing
Maximum Building Height (m)	15 m	Existing
Maximum Floor Area Ratio	1.75	Existing
Maximum Coverage (%)	75%	Existing

The redevelopment proposal meets the required number of parking spaces to be provided. Included in the 33 spaces are five drop-off spaces associated with the daycare which need to be identified on the site plan.

Surrounding land uses include open space and the North Storm Channel to the north and west, and open space to the south and east.

RECOMMENDATION IMPLICATIONS

Financial Implications

The subject area currently receives a full range of municipal services, including water, sewer and storm drainage. The applicant will be responsible for the cost of any additional or changes to existing infrastructure that may be required to directly or indirectly support the development, in accordance with City standards and applicable legal requirements.

Environmental Implications

The subject property is located in part within the FF – Flood Fringe Overlay Zone as shown on the attached subject property map. Since there are no building additions being proposed there are no implications.

Policy/Strategic Implications

The proposal is consistent with the policies contained within *Design Regina: The Official Community Plan: Bylaw No. 2013-48* with respect to:

Land Use and Built Environment

- Collaborate with stakeholders to determine whether former institutional properties are required for a civic use or should be converted to an alternate land use.

Social Development

- Collaborate with partners and the community to identify required social programs and services to address the diverse needs of residents, including the most vulnerable populations.

The existing building is being rehabbed for the purpose of providing daycare and humanitarian services, which will provide valuable social services to the community.

Other Implications

None with respect to this report.

Accessibility Implications

The Zoning Bylaw requires two per cent of all required parking stalls to be accessible parking stalls. The overall site provides one parking stall for persons with disabilities which meets the minimum requirements of the Zoning Bylaw.

COMMUNICATIONS

Communication with the public is summarized below:

Public notification signage posted on	January 8, 2016
Letter sent to immediate property owners	November 24, 2015
Number of public comments sheets received	5

The application was circulated to the Normanview Community Association for comment. The Administration also received five letters from immediate property owners indicating their support.

Following circulation, the Administration attempted follow-up contact with the community association, but did not receive a response prior to the deadline for submission of this report.

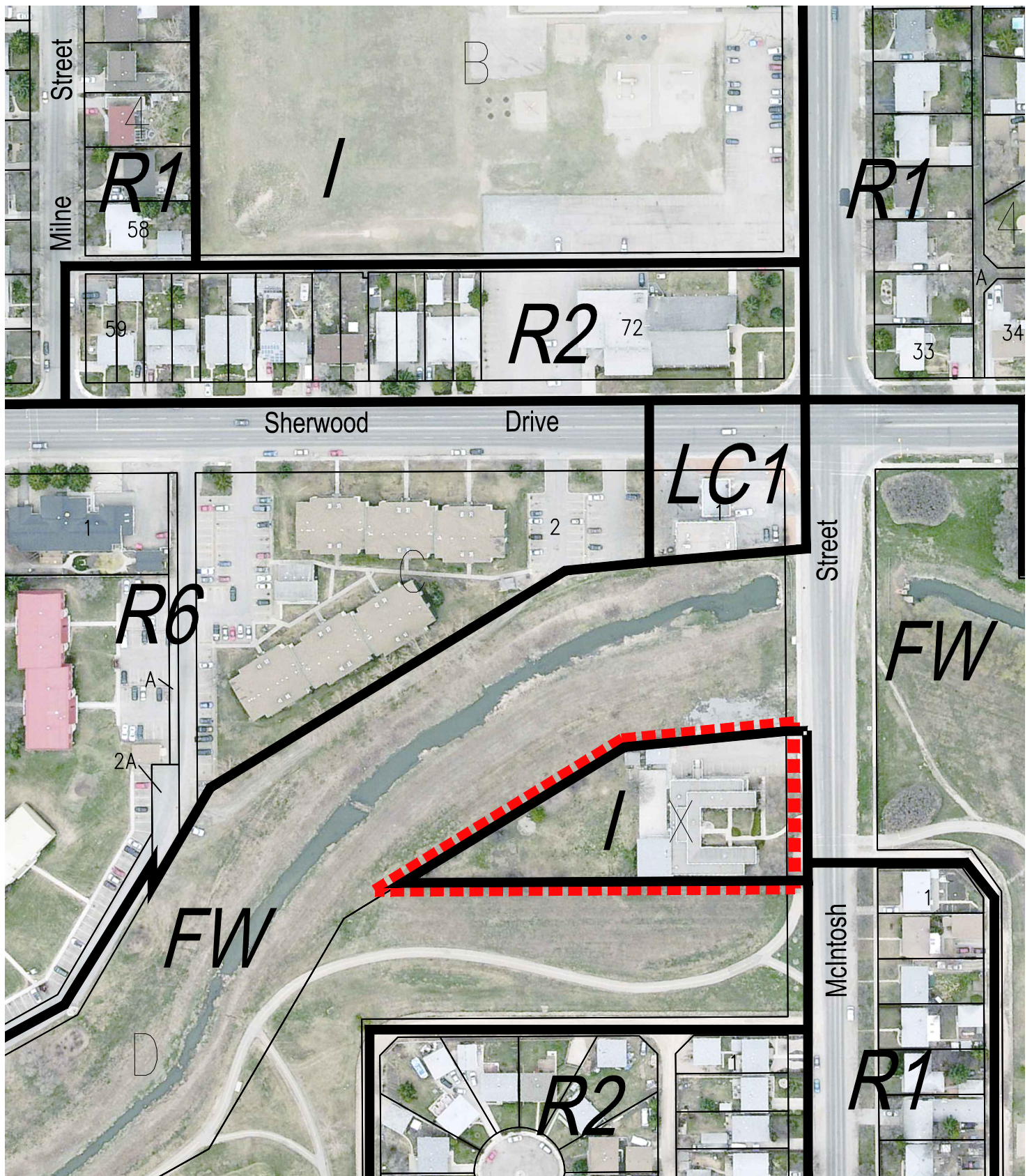
The applicant and other interested parties will receive a copy of the report and notification of the meeting to appear as a delegation in addition to receiving written notification of City Council's decision.


Respectfully submitted,

REGINA PLANNING COMMISSION

Elaine Gohlke

Elaine Gohlke, Secretary



 Subject Property





Subject Property

Date of Photography: 2014



Project 15-DU-24

Civic Address/Subdivision 160 McIntosh Street

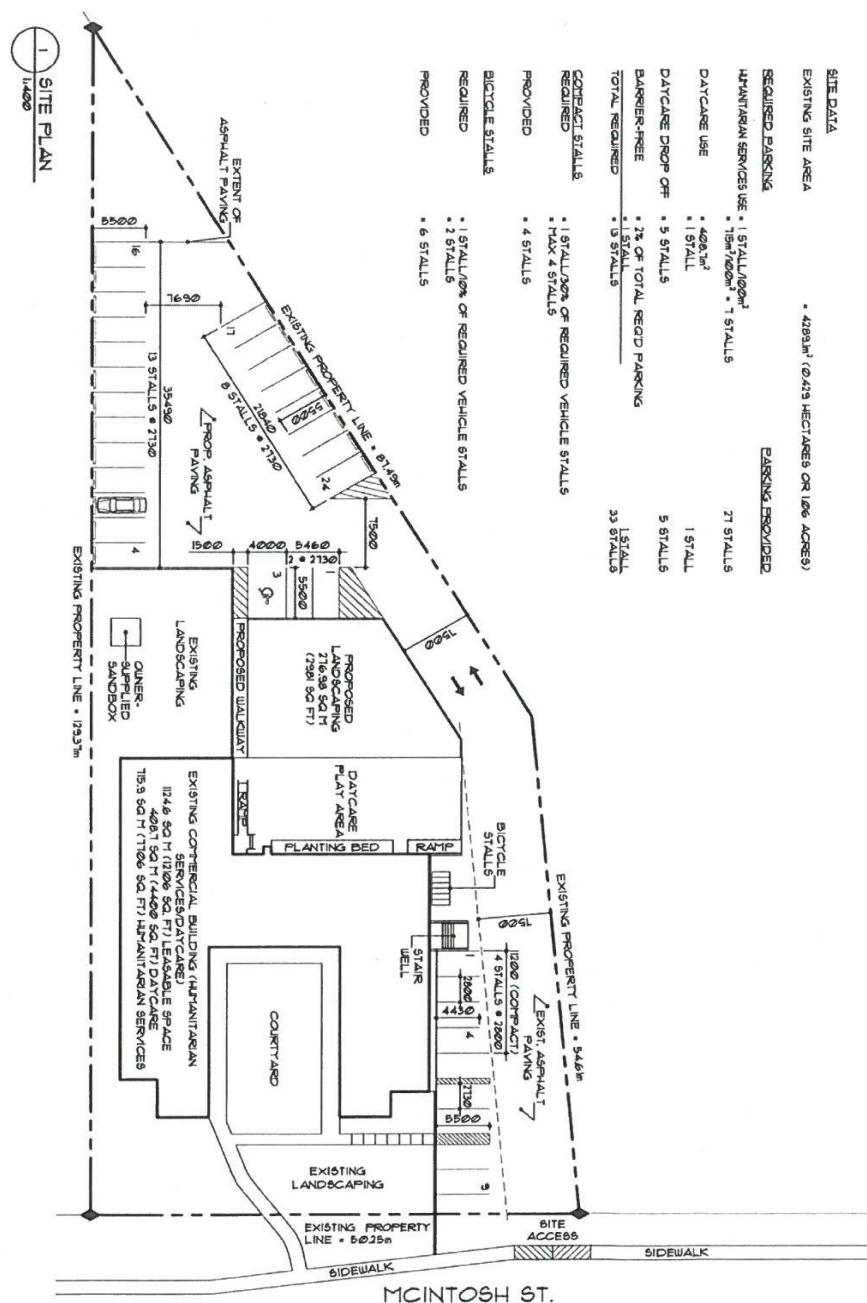
PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION

PROJECT
CATHOLIC FAMILY
SERVICES REGINA
PROPOSED PARKING
LAYOUT
160 MCINTOSH ST.
REGINA, SK

DRAINING
SITE PLAN

DESIGN	•	ACT.
DRAIN	•	J.I.
DATE	•	OCT. 30, 2015
PROJECT	•	5149
SHEET NO.	•	REVISION NO.

—1—



BYLAW NO. 2016-11

A BYLAW OF THE CITY OF REGINA TO DENY A PERMIT FOR THE
ALTERATION OR DEMOLITION OF PROPERTIES THAT THE COUNCIL OF THE
CITY OF REGINA MAY WISH TO DESIGNATE AS MUNICIPAL HERITAGE
PROPERTIES AMENDMENT BYLAW, 2016

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

- 1 *A Bylaw of the City of Regina to Deny a Permit for the Alteration or Demolition of Properties that the Council of the City of Regina May Wish to Designate as Municipal Heritage Properties, No. 8912, commonly referred to as The Heritage Holding Bylaw, is amended by deleting from Schedule "A" thereof reference to Item 5.8 (the Watchler (2nd) Residence located at 13 Leopold Crescent).*
- 2 This Bylaw comes into force on the day of passage.

READ A FIRST TIME THIS 29th DAY OF February 2016.

READ A SECOND TIME THIS 29th DAY OF February 2016.

READ A THIRD TIME AND PASSED THIS 29th DAY OF February 2016.

Mayor

City Clerk

(SEAL)

CERTIFIED A TRUE COPY

City Clerk

Approved as to form this _____ day of
_____, 20____.

City Solicitor

ABSTRACT

BYLAW NO. 2016-11

A BYLAW OF THE CITY OF REGINA TO DENY A PERMIT FOR THE ALTERATION OR DEMOLITION OF PROPERTIES THAT THE COUNCIL OF THE CITY OF REGINA MAY WISH TO DESIGNATE AS MUNICIPAL HERITAGE PROPERTIES AMENDMENT BYLAW, 2016

PURPOSE:	The purpose of the Bylaw is to amend Schedule “A” of The Heritage Holding Bylaw No. 8912.
ABSTRACT:	This Bylaw removes 13 Leopold Crescent from The Heritage Holding Bylaw.
STATUTORY AUTHORITY:	Section 28(e) of <i>The Heritage Property Act</i> . Section 8(1)(a) and 81(1) of <i>The Cities Act</i> .
MINISTER’S APPROVAL:	N/A
PUBLIC HEARING:	N/A
PUBLIC NOTICE:	N/A
REFERENCE:	Regina Planning Commission, February 10, 2016, RPC16-5.
AMENDS/REPEALS:	Amends Bylaw No. 8912.
CLASSIFICATION:	Regulatory
INITIATING DIVISION:	City Planning and Development
INITIATING DEPARTMENT:	Planning

February 29, 2016

To: His Worship the Mayor
and Members of City Council

Re: Servicing Agreement Fees Exemption for New Baseball Park Subdivision

**RECOMMENDATION OF THE FINANCE AND ADMINISTRATION COMMITTEE
- FEBRUARY 9, 2016**

That the subdivision application submitted to create the land parcel intended for the development of a new baseball park in southeast Regina be exempt from Service Agreement Fees.

FINANCE AND ADMINISTRATION COMMITTEE – FEBRUARY 9, 2016

The Committee adopted a resolution to concur in the recommendation contained in the report. Recommendation # 2 does not require City Council approval.

Councillors: Bob Hawkins (Chairperson), Bryon Burnett and Barbara Young were present during consideration of this report by the Finance and Administration Committee.

The Finance and Administration Committee, at its meeting held on February 9, 2016, considered the following report from the Administration:

RECOMMENDATION

1. That the subdivision application submitted to create the land parcel intended for the development of a new baseball park in southeast Regina be exempt from Service Agreement Fees.
2. That this report be forwarded to the February 29, 2016 City Council meeting for approval.

CONCLUSION

Due to the construction of the Regina Bypass, the City of Regina (City) owned baseball facility commonly known as “Pacer Park” was displaced when the site it was located on at Tower Road and Highway 33 was expropriated by the Government of Saskatchewan. The City is in the process of acquiring a new site for the relocation and development of the baseball park to a land parcel to be subdivided from a portion of NW 13-17-19 W2, approximately 2.5 kilometers north of the existing location. The site for the new baseball park will be dedicated as Municipal Reserve.

Typically, Service Agreement Fees (SAF) apply to subdivision applications that include the creation and dedication of Municipal Reserve spaces on previously undeveloped lands. Based on the approved SAF structure for 2016, and as a condition of subdivision approval, the City, as the land owner and applicant, would be required to pay an SAF amount of at least \$6,232,000 to allow the proposed development to proceed. However, since the baseball park site is a relocation of an existing facility and is not expected to lead to an increased demand on City infrastructure systems, Administration recommends that the application for subdivision of the new site be exempt from paying SAFs. The redevelopment of the existing park site will be subject to fees.

BACKGROUND

Since approximately 1999, the City has owned a baseball park, commonly known as “Pacer Park”, located at the intersection of Highway 33 and Tower Road. Pacer Park, as it existed until the end of the 2015 baseball season, consisted of 13 full baseball diamonds and one partial diamond and was used by players aged five to adult. The site had facilities to support the operation of the park, which included a building for the concession, washrooms, officials change rooms and lockers, irrigation pump and meeting space. Other support facilities included three storage and maintenance buildings.

In the fall of 2015, the Government of Saskatchewan began construction of the Regina Bypass, impacting the current Pacer Park location as much of the site was expropriated to accommodate the new highway infrastructure. In order to maintain a comparable baseball facility in southeast Regina, the park needs to be relocated. The City has concluded negotiations for land compensation with the Government of Saskatchewan and has purchased a new site parcel, conditional on the subdivision application to create the said parcel being completed. The new baseball park will be situated on a portion of NW 13-17-19 W2 and is approximately 2.5 kilometers north of the existing location on the east side of Tower Road.

DISCUSSION

Beginning January 1, 2016, the City implemented a new SAF policy and fee structure. Under the SAF policy, all new greenfield developments (including Municipal Reserve and parks) must pay a per hectare fee in order to be developed. SAFs collected are used to pay for new city-wide infrastructure improvements necessitated by growth (e.g. roadway widenings, increases to waste water conveyance and treatment capacity).

A subdivision application has been submitted by the City to create the parcel proposed for the new baseball park. The new baseball park site, located on a portion of NW 13-17-19 W2, will be a minimum of 40.5 acres (16.4 hectares) in size and will be designated as Municipal Reserve. In accordance with the 2016 300k SAF rate of \$380,000 per hectare, unless waived, approval of the subdivision would be subject to payment of at least \$6,232,000 for the proposed 16.4 hectare site. If the size of the new site is increased, which is still under consideration, the SAF charge that would apply to the subdivision application would increase accordingly. As the landowner and developer, the City would be responsible for payment of these fees before the new park development could proceed.

Two options exist regarding the application of SAFs to the Baseball Park Relocation Project:

Recommended Option: Exempt the new baseball park site from SAFs

Exempting the subdivision application for the new park site from SAFs is based on the fact that the new baseball park site will not represent an intensification of use as compared to the previous Pacer Park site. That is to say, unlike other new developments, the relocation of a comparable baseball park facility from one site to another site relatively close in proximity should not create an increased demand on city-wide infrastructure systems. Since SAFs are charged in order to pay for the new infrastructure / infrastructure upgrades necessitated by growth, and the new baseball park is not expected to lead to new infrastructure demands there is not a strong rationale to apply SAFs to the application submitted to create and develop the new site.

Furthermore, this relocation is occurring due to expropriation by a third party, and has become necessary due to factors beyond the control of both the Pacers and the City. As part of the financial arrangements and negotiations with the Government of Saskatchewan surrounding the expropriation and damages related to relocation of the baseball park, the Government of Saskatchewan has indicated that they will not pay for SAFs associated with the new site. As a result, if the application for creation of the new site is not exempted from application of SAFs, the City will be responsible for paying the SAFs. Given these circumstances—that is that the City did not choose voluntarily or create the cause making it necessary to relocate the baseball park, but will otherwise be responsible for paying the SAFs—there is further rationale to exempt the project from SAFs.

Finally, exempting the new baseball park site from SAFs will not have an impact on SAFs charged to other developers during the current planning horizon. The new park site is currently outside of the 300k horizon and as a result, it does not decrease the amount of land that the City planned to collect SAFs from over the next 25 years. Since some of the former Pacer Park site will potentially be available for re-development in the future and will have SAFs collected at the time of redevelopment, the relocation of the baseball park may in fact increase the amount of land available in the 300k growth scenario—the impacts of this on the SAF rate and SAF project list will be studied in future updates to the SAF model based on development proposals and infrastructure master plans.

Option 2: Charge SAFs to the new baseball park site

Even though development of the new baseball park does not represent an intensification of use, there is some rationale for charging SAFs to the site, including:

- Municipal Reserve spaces and parks within other developments are not exempt from paying SAFs.
 - **Consideration:** Other Municipal Reserve spaces and parks are components of new communities and are required under *The Planning and Development Act*; they are provided to meet the recreational needs of those new communities. SAFs are charged to these Municipal Reserve spaces as part of the charge applied to the entire new development area.

- If the application for creation of the new park site is made exempt from SAFs, other developers may ask for exemptions in situations where provincial expropriation leads to relocation / redevelopment / new development.
 - **Consideration:** This is not a common situation and the City can approach other similar situations on a case by case basis.
- SAFs were not paid at the time of development of the current Pacer Park as, at that time, it was outside of the City's municipal boundaries. Accordingly, this may be the City's only opportunity to collect SAFs associated with development of the baseball park.
 - **Consideration:** Other sites have also not paid SAFs in the past. The infrastructure required to support a baseball park in this area has been built and paid for already. No new city-wide infrastructure requirements are expected to result from the relocation of the baseball park.

If Council decides not to exempt the subdivision application for creation of the new park site from payment of SAFs, the City, as the landowner and developer will ultimately be responsible for paying the SAFs. The funding for this would need to come from general tax revenue from the General Fund Reserve.

RECOMMENDATION IMPLICATIONS

Financial Implications

Since the subdivision application under consideration involves the development of a baseball park that is comparable to an existing baseball park which it is replacing / relocating, Administration believes that there should not be an increased use of City infrastructure as a result of the development of the new park. As a result there should be no financial implications with respect to the provision of city-wide infrastructure related to the development of the new baseball park site. However, if the relocation of the park does lead to increased city-wide infrastructure costs to the City this would ultimately either have to be reflected through increased SAFs to all other developers and / or using other City revenues to pay for the required infrastructure upgrades.

Environmental Implications

None with respect to this report.

Policy and/or Strategic Implications

Exempting the new baseball park site from SAFs may lead other developers to ask for SAF exemptions in situations where provincial expropriation leads to relocation / redevelopment / new development. It is expected that these situations should be limited and that they can be dealt with on a case-by-case basis as they arise.

SAFs typically apply on all greenfield subdivided land used for development, regardless if they receive Municipal Reserve designation or not. This decision may prompt other developers to request exemptions for municipal reserves. The development of this new baseball park is unique—it is replacing an existing, similar in nature baseball park—and as a result there is reason to exempt this subdivision, and this reasoning would not apply in other typical development situations.

Other Implications

None with respect to this report.

Accessibility Implications

None with respect to this report.

COMMUNICATIONS

None with respect to this report.

DELEGATED AUTHORITY

The recommendations contained in this report require City Council approval.

Respectfully submitted,

FINANCE AND ADMINISTRATION COMMITTEE

A handwritten signature in black ink, appearing to read 'Ashley Thompson', followed by a period.

Ashley Thompson, Secretary

February 29, 2016

To: His Worship the Mayor
and Members of City Council

Re: Discretionary Use Application (15-DU-28)
Restaurant – 410 Dewdney Avenue

**RECOMMENDATION OF THE REGINA PLANNING COMMISSION
– FEBRUARY 10, 2016**

That the discretionary use application for a proposed restaurant located at 410 Dewdney Avenue, being Unit 3, Condominium Plan No. 102143630, Condominium Parcel No. 202890775, Innismore Subdivision be APPROVED, and that a Development Permit be issued subject to the following conditions:

- a) The development shall be consistent with the plans attached to this report as Appendix A-3.1 to A-3.3 inclusive, prepared by S. Rajakumar, S.L.S. of Midwest Surveys dated October 31, 2013 and Yasemin Asili and dated December 9, 2015;
- b) Seating capacity shall be limited to the available parking capacity within the condominium plan; and
- c) The development shall comply with all applicable standards and regulations in *Bylaw No. 9250, A Bylaw of the City of Regina to Provide for the Zoning of the City of Regina for the Purpose of Controlling the Use of Land to Provide for the Amenity, Health, Safety and General Welfare of the Inhabitants of the City of Regina* (commonly known as the Zoning Bylaw).

REGINA PLANNING COMMISSION – FEBRUARY 10, 2016

Deema Abu-Ghazaleh addressed the Commission.

The Commission adopted a resolution to concur in the recommendation contained in the report.

Recommendation #2 does not require City Council approval.

Councillors: Mike O'Donnell (Chairperson), Jerry Flegel and Barbara Young; Commissioners: Pam Dmytriw, Phil Evans, Simon Kostic, Adrienne Hagen Lyster, Ron Okumura, Daryl Posehn, Laureen Snook and Kathleen Spatt were present during consideration of this report by the Regina Planning Commission.

The Regina Planning Commission, at its meeting held on February 10, 2016, considered the following report from the Administration:

RECOMMENDATION

1. That the discretionary use application for a proposed restaurant located at 410 Dewdney Avenue, being Unit 3, Condominium Plan No. 102143630, Condominium Parcel No. 202890775, Innismore Subdivision be APPROVED, and that a Development Permit be issued subject to the following conditions:

- a) The development shall be consistent with the plans attached to this report as Appendix A-3.1 to A-3.3 inclusive, prepared by S. Rajakumar, S.L.S. of Midwest Surveys dated October 31, 2013 and Yasemin Asili and dated December 9, 2015; and
 - b) Seating capacity shall be limited to the available parking capacity within the condominium plan; and
 - c) The development shall comply with all applicable standards and regulations in *Bylaw No. 9250, A Bylaw of the City of Regina to Provide for the Zoning of the City of Regina for the Purpose of Controlling the Use of Land to Provide for the Amenity, Health, Safety and General Welfare of the Inhabitants of the City of Regina* (commonly known as the Zoning Bylaw); and
2. That this report be forwarded to the February 29, 2016 meeting of City Council for approval.

CONCLUSION

The applicant proposes to develop a restaurant (sandwich and salad bar) in a commercial condominium unit in a newly developed building. The subject property is currently zoned IT – Industrial Tuxedo Park Zone in which a restaurant is a discretionary use.

The proposed restaurant will provide an additional amenity and service within this industrial area. The development complies with the development standards and regulations contained in the Zoning Bylaw and is consistent with the policies contained in *Design Regina: The Official Community Plan Bylaw No. 2013-48*.

Accordingly, the Administration recommends approval.

BACKGROUND

This application is being considered pursuant to the Zoning Bylaw, *Design Regina: The Official Community Plan Bylaw No 2013-48*, and *The Planning and Development Act, 2007*.

Pursuant to subsection 56(3) of the Act, City Council may establish conditions for discretionary uses based on the nature of the proposed development (e.g. site, size, shape and arrangement of buildings) and aspects of site design (e.g. landscaping, site access, parking and loading), but not including the colour, texture or type of materials and architectural details.

DISCUSSION

The applicant proposes to develop the main floor of a vacant unit in an existing commercial building for a restaurant (sandwich and salad bar) as shown in Appendix A-3.1 and A-3.2. The commercial unit also contains a second floor which will be left undeveloped and used as storage space at this time. The proposed restaurant will have a seating capacity of six.

The land use and zoning related details of this proposal are summarized in the following table:

Land Use Details	Existing	Proposed
Zoning	IT (IIT)-Industrial Tuxedo Park (Innismore Industrial Transitional Overlay Zone)	IT (IIT)-Industrial Tuxedo Park (Innismore Industrial Transitional Overlay Zone)
Land Use	Commercial Building, currently vacant unit	Restaurant (unit within existing building)
Number of Dwelling Units	N/A	N/A
Building Area	Total Building: 1,444 m ²	Total Building: 1,444 m ² (145.66 m ² of building will be used for restaurant)

Zoning Analysis	Required	Proposed
Number of Parking Stalls Required	Overall required on-site parking: 14 stalls	Overall developed on-site parking: 25 stalls
	Required for restaurant: 1(1 stall/5 seats)	1 of 25 stalls available for use by the restaurant
Minimum Lot Area (m ²)	500 m ²	2,827 m ²
Minimum Lot Frontage (m)	15 m	73.98 m
Maximum Building Height (m)	15 m	7.35 m
Maximum Floor Area Ratio	2.0	1.02
Maximum Coverage (%)	75%	51%

Each commercial space is a condominium unit with parking allocated to each unit. One parking space is allocated specifically to the subject commercial condominium unit proposed for restaurant use. This unit, therefore, be limited to five seats and will meet the minimum parking requirements of the Zoning Bylaw. As indicated in the table above all uses within the commercial development require a combine 14 parking stalls and there are 25 parking stalls provided on site.

The surrounding land uses include a restaurant to the west, a flooring distributor and supplier to the south, and storage facilities and other related commercial/industrial developments to the north and east. The existing development includes multiple tenants including a medical clinic that was recently approved through the discretionary use process by the City Council on September 28, 2015 (CR15-97).

RECOMMENDATION IMPLICATIONS

Financial Implications

The subject area currently receives a full range of municipal services, including water, sewer and storm drainage. The applicant will be responsible for the cost of any additional or changes to existing infrastructure that may be required to directly or indirectly support the development, in accordance with City standards and applicable legal requirements.

Environmental Implications

None with respect to this report.

Policy/Strategic Implications

The proposal is consistent with the policies contained within *Part A: Policy Plan of Design Regina: The Official Community Plan Bylaw No. 2013-48* with respect to:

Employment Areas

- Consider establishing additional industrial or commercial land use designations to accommodate a wide range of economic activity.
- Within industrial areas, permit supporting services or amenities that complement industrial uses or cater to industrial employees or customers.

This proposed development is consistent with these policies because the proposed restaurant caters to the industrial employees or customers and considers establishing additional commercial land use to accommodate wide range of economic activity.

Other Implications

None with respect to this report.

Accessibility Implications

The Zoning Bylaw requires two percent of all required parking stalls to be accessible parking stalls. The overall site provides two parking stall for persons with disabilities which meets the minimum requirements of the Zoning Bylaw.

COMMUNICATIONS

Communication with the public is summarized as follows:

Public notification signage posted on	November 20, 2015
Letter sent to immediate property owners	November 17, 2015
Number of public comments sheets received	2
Will be published in the Leader Post on	N/A

Both public comment sheets received expressed support for the proposal.

Comments from the community association were not received during the circulation of the application as one does not exist for the subject area.

The applicant and other interested parties will receive a copy of the report and notification of the meeting to appear as a delegation in addition to receiving written notification of City Council's decision.

DELEGATED AUTHORITY

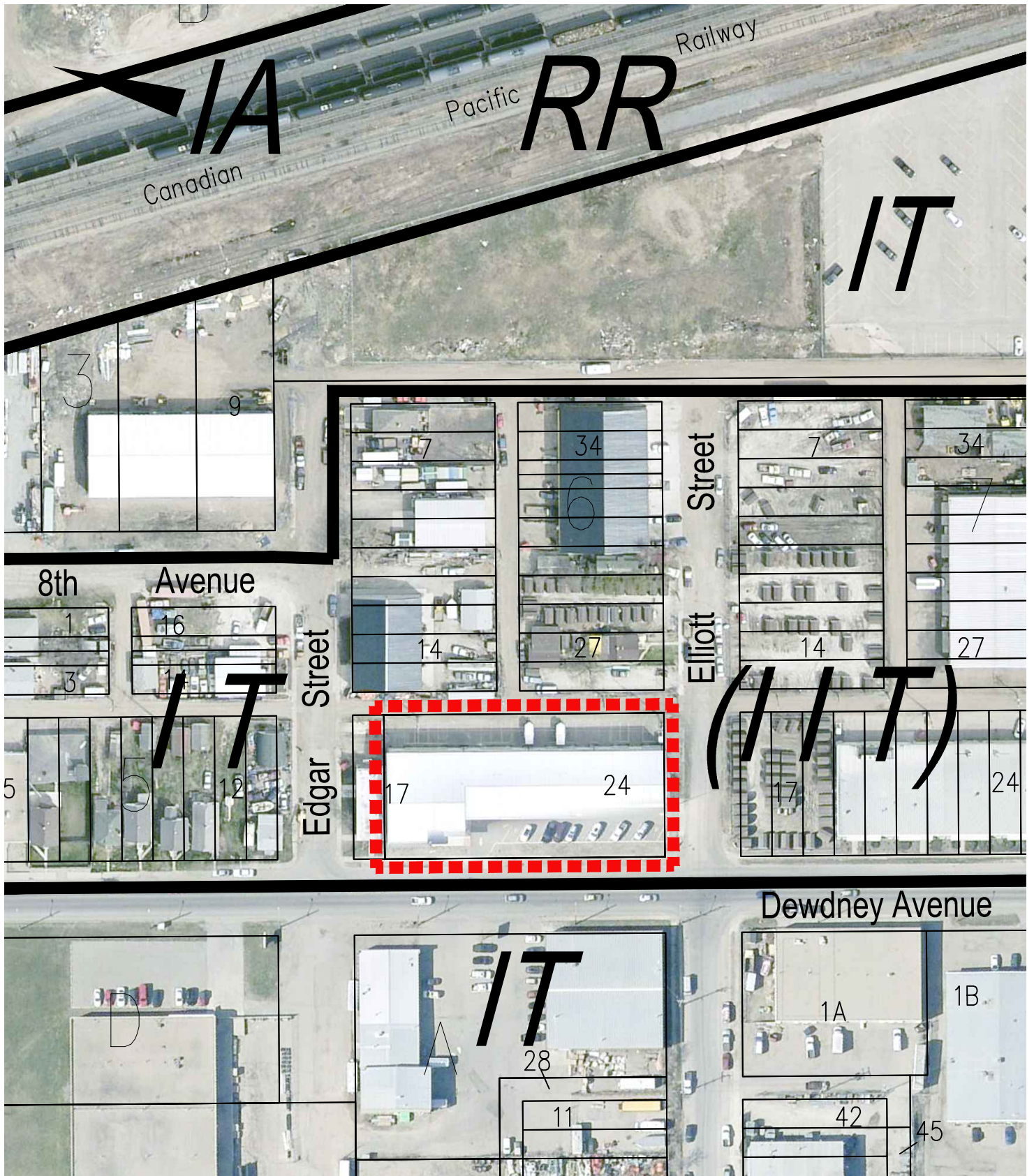
City Council's approval is required, pursuant to *Part V of The Planning and Development Act, 2007*.

Respectfully submitted,

REGINA PLANNING COMMISSION

Elaine Gohlke

Elaine Gohlke, Secretary



Subject Property





Subject Property

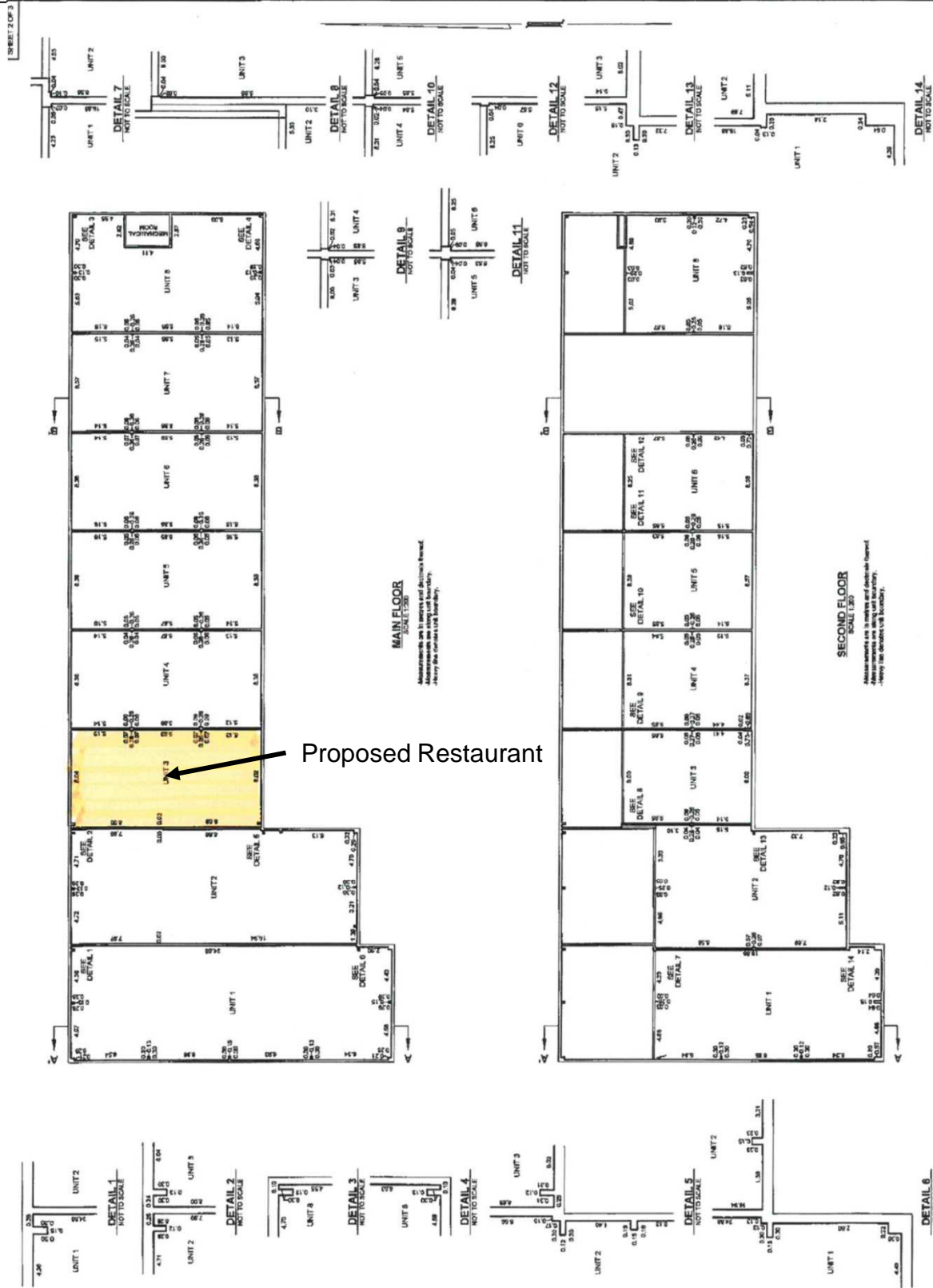
Date of Photography: 2012



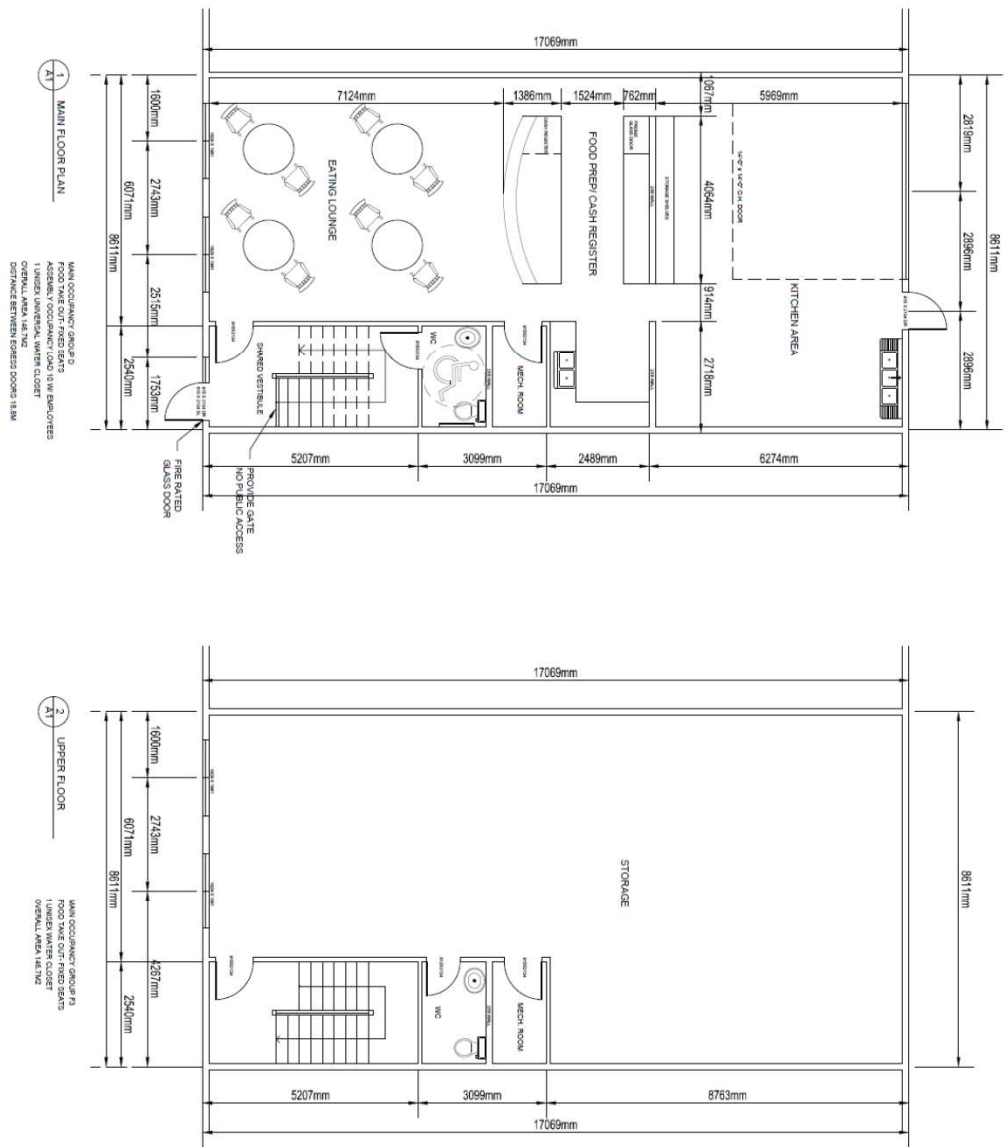
Project 15-DU-28

Civic Address/Subdivision

410 Dewdney Avenue







REVISIONS	
08/12/15 PRE DESIGN	
DEEM'S KITCHEN	
PROJECT TITLE	
MAIN & UPPER FLOOR PLAN	
DRAWN BY	
YASEMIN ASIL	
SCALE	
NA	
DATE	
08/12/15	

A1

Planning Department

Project 15-DU-28

Civic Address/Subdivision

410 Dewdney Avenue

February 29, 2016

To: His Worship the Mayor
and Members of City Council

Re: 2015 Semi-Annual Review of Closed Executive Committee Items

**RECOMMENDATION OF THE EXECUTIVE COMMITTEE
- FEBRUARY 17, 2016**

That this report be received and filed.

EXECUTIVE COMMITTEE – FEBRUARY 17, 2016

The Committee adopted a resolution to concur in the recommendation contained in the report.

Mayor Michael Fougere, Councillors: Barbara Young (Chairperson), Sharron Bryce, John Findura, Wade Murray, Mike O'Donnell and were present during consideration of this report by the Executive Committee.

The Executive Committee, at the **PRIVATE** session of its meeting held on February 17, 2016, considered the following report from the Administration:

RECOMMENDATION

That an edited version of this report be forwarded to City Council for information to provide the list of private reports which have already been reported to City Council, as outlined on Schedule 1.

CONCLUSION

The Committee should review the provided information on reports considered in private session to determine whether any reports may now be released to the public.

BACKGROUND

Pursuant to Section (4) of Schedule "A" of the Procedure Bylaw, the Administration has undertaken a review of all confidential items considered by the Committee since its last review to determine which of the reports are no longer confidential in nature and can now be released to the public.

DISCUSSION

The reports considered by the Executive Committee in private session from July to December have been compiled into the following categories on the attached schedule:

Reports considered by the Committee and subsequently forwarded to City Council for approval (Schedule 1).

RECOMMENDATION IMPLICATIONS

Financial Implications

There are no financial considerations with regards to the recommendations.

Environmental Implications

There are no environmental implications related to the recommendations.

Strategic Implications

A semi-annual review of matters considered in closed session promotes an open and transparent government.

Other Implications

There are no other implications associated with the recommendations.

Accessibility Implications

Releasing items no longer considered private in nature ensures the public is able to access information that has informed decisions of Council.

COMMUNICATION PLAN

Items included on public agendas are posted to the City's website.

DELEGATED AUTHORITY

The recommendation of the Executive Committee on the release of items considered in private session should be forwarded to City Council for consideration.

Respectfully submitted,

EXECUTIVE COMMITTEE



Jim Nicol, Secretary

**REVIEW OF CLOSED EXECUTIVE COMMITTEE ITEMS
JULY TO DECEMBER– 2015 REVIEW**

REPORTS FORWARDED TO CITY COUNCIL

Date Last Considered	Subject	Date Submitted to Council
July 17/15	E15-43 – Northwest School Site	July 27/15
August 12/15	E15-39 - Citizen Nominee to the Development Appeals Board E15-38 - 2015 Semi-Annual Review of Closed Items E15-44 - Universal Bus Pass for the University of Regina E15-45 - Regina Thunder Football Club Agreement for Sale	Sept. 28/15
September 9/15	E15-47 - SaskMusic Proposal for 2016 Breakout West Awards and Festival	October 26/15
December 2/15	E15-53 - 2016 Citizen Appointments for Committees E15-54 - 2016 Elected Officials Committee Appointments E15-55 - 2016 Appointments to Regina's Warehouse Business Improvement District Board E15-56 - 2016 Appointments to Regina Downtown Business Improvement District Board E15-57 - 2016 Appointments to the Regina Regional Opportunities Commission (RROC)	Dec. 21/15

February 29, 2016

To: His Worship the Mayor
and Members of City Council

Re: Federation of Canadian Municipalities (FCM) Big City Mayors' Caucus (BCMC)
Meeting – February 4 – 5, 2016

RECOMMENDATION

That this report be received and filed.

CONCLUSION

The Federation of Canadian Municipalities' (FCM) hosted a Big City Mayors' Caucus (BCMC) meeting February 4 – 5th in Ottawa. The purpose and focus of the meetings was to promote and discuss a plan of action with the federal government that will drive growth, create jobs and improve the quality of life for all Canadians.

The meetings were said to be one of the most successful held in the last decade, in terms of full representation by all 21 BCMC members, as well as the opportunity to directly engage the Prime Minister and several federal Cabinet Ministers in dialogue resulting in recognition of the needs of municipalities and a commitment to work more directly with communities in terms of collaborating to find solutions and funding methods for local government priorities.

BACKGROUND

The BCMC is comprised of 21 representatives from Canada's largest cities, representing 86% of Canada's big city population. The BCMC carries a strong, respected and unified voice in representing the issues and interests of municipalities across the country and has seen wins in several areas, notably and especially, providing input into the various federal funding models, such as the Building Canada Fund (BCF).

For many years, the federal government's primary relationship with municipalities was through provincial governments. However, Prime Minister Trudeau announced that it is time for a more direct relationship between the federal government and municipalities, as it is municipalities that are the most directly involved with, and responsible for meeting the needs of their residents.

With the recent federal election and resulting new government as well as the pending 2016 federal budget, it was important for BCMC to communicate our challenges and opportunities as well as to identify potential solutions for resolving issues via a strong partnership and collaborative relationship with the federal government.

As noted above, the BCMC was pleased to have the opportunity to directly engage in dialogue with the Prime Minister, and several Cabinet Ministers who hold portfolios of significance to municipalities, including Minister Sohi (Infrastructure), Minister Morneau (Finance), Minister McKenna (Environment and Climate Change), Minister Duclos (Families, Children and Social Development), Minister McCallum (Immigration, Refugees and Citizenship) and Minister Goodale (Public Safety and Emergency Preparedness).

Of significance, as communicated by all federal Ministers, was support and acknowledgement that infrastructure investment is a key part of the solution, and that it may, in fact, accelerate spending in regions hard hit by softening markets.

DISCUSSION

The BCMC agenda focused, for the most part, on making improvements in three key areas of importance to municipalities: (1) infrastructure; (2) housing; and, (3) transit. Other topical issues garnering attention and requiring action included the reduction of greenhouse gas (GHG) emissions (climate change), welcoming of Syrian refugees to Canadian soil, the recommendations of the Truth and Reconciliation Commissions Calls to Action and public safety and emergency preparedness.

A look at the facts leaves no reason to doubt why federal funding contributions are integral to healthy, economically viable cities:

Infrastructure: Every \$1 billion invested in infrastructure creates approximately 16,000 jobs, sustained economic growth and improved productivity and generates between \$1.2 billion and \$1.6 billion in real gross domestic product (GDP) growth.

Housing: The housing sector represents 20% of Canada's GDP. Every dollar invested in housing generates \$1.40 in GDP growth. Investments in repairs and regeneration will help fill the estimated 50,000 job gap in the construction sector resulting from decreases in housing starts seen across Canada.

Public Transit: For every dollar spent on transit, \$3 is generated back into the economy, and of equal importance, annual GHG emissions reduced by public transit use equal approximately 2.4 million tonnes, valued at \$110 million.

Path Forward:

Minister Sohi (Infrastructure) has been mandated to develop a 10-year plan to deliver significant new funding to provinces, territories and municipalities. The plan should ensure both immediate increased investments in infrastructure and long-term, predictable funding that support the priorities of provincial, territorial and municipal governments. The plan should also include the promotion of better asset management of Canada's infrastructure.

Specifically, the mandated plan includes the following:

Changes to the Building Canada Fund to make it more transparent and to expedite approval processes which would include removing the P3 screen for projects.

The Green Infrastructure Fund that will invest \$19.7 billion over ten years is intended to support a variety of green projects through what is proposed to be a Gas Tax Fund-style transfer mechanism. Investments from this Fund include local water and wastewater facilities, clean energy climate resilient infrastructure like flood mitigation systems and infrastructure to protect against changing weather.

The proposed Social Infrastructure Fund commits \$19.7 billion over ten years which will be dedicated to spending for affordable housing, seniors' housing and long-term care, early learning and child care and recreational and cultural infrastructure. No specific allocations have been made to any of these categories at this time.

The federal government's commitment to Public Transit that invests \$19.7 billion over ten years which is intended to support both new construction as well as "in state of good repair" of existing transit systems.

In in addition to the above funds, there are discussions regarding near-term stimulus funding aid for Saskatchewan and Alberta due to the economic conditions faced as a result of the downturn in the oil sector. Although not confirmed, it has been indicated that Alberta may receive \$700 million and Saskatchewan \$300 million. Whether this funding will come from unused BCF funding or whether it will be funding that is shaved off the top of the three proposed funds above, has not been confirmed, nor has the timing, criteria or categories of the potential funding.

While the proposed funding is welcome news across the country, as of now, cities are awaiting confirmation and further details regarding these funding mechanisms. However, from recent discussions with officials from the Saskatchewan Government, the City of Regina will receive funding from the BCF Provincial-Territorial Infrastructure Component (PTIC) of \$30.5 million in federal funding, matched equally by provincial and municipal funding.

Administration has submitted an application for the construction of a transit maintenance facility at a cost of \$27 million. The Government of Saskatchewan has approved this project, and has recently sent it to the federal government for their review and approval. Assuming this project receives approval, the City has approximately \$64 million remaining to allocate towards additional priority infrastructure projects for which the details will be discussed with Saskatchewan government officials in the near future.

In terms of other agenda items discussed, Canada's big cities have taken an active leadership role in encouraging coordinated global efforts to cut climate-changing GHG emissions. Locally, the City was recognized for reaching the fifth and final milestone in the FCM's Partners for Climate Protection program – a culmination of 25 years of efforts to reduce GHG emissions corporately and in the community. A number of ongoing activities continue in this regard, including implementation of Waste Plan Regina and master planning for water, wastewater and facilities and advancing asset management.

With respect to the Syrian refugee crisis, Canada's mayors responded immediately demonstrating leadership by organizing and facilitating responses to the crisis. To date, the City of Regina is very pleased to welcome the arrival of 264 (of the 380) persons of Syrian descent that now proudly call Regina their home.

The Truth and Reconciliation Commission has produced a report detailing 94 recommendations directed to all orders of government. BCMC has created a Working Group to discuss implementation of the recommendations, of which Mayor Fougere is a member. The City is in the process of reviewing the recommendations, with the next steps being the adoption and implementation of a number of the municipally directed recommendations.

RECOMMENDATION IMPLICATIONS

Financial Implications

With Regina's infrastructure deficit gap at approximately \$2 billion and growing, coupled with an antiquated 19th Century taxation system matched again meeting 21st Century infrastructure needs that sees municipalities receiving only eight cents of every dollar, funding is necessary to maintain, replace and build infrastructure.

Environmental Implications

None with respect to this report.

Policy and/or Strategic Implications

It is important strategically to align with municipalities across Canada to ensure a unified, strong and consistent message to other orders of government regarding municipal priorities. It is equally important to collaborate with the provincial and federal governments to create an awareness and understanding of the importance of the role of municipalities and the partnership opportunities created by working together.

Other Implications

None with respect to this report.

Accessibility Implications

None with respect to this report.

COMMUNICATIONS

None with respect to this report.

DELEGATED AUTHORITY

There is no delegated authority associated with this report as it is for informational purposes only.

Respectfully submitted,



Sheila Harmatiuk
Senior Advisor to the City Manager

Respectfully submitted,



Michael Fougere
Mayor

February 29, 2016

To: His Worship the Mayor
and Members of City Council

Re: Appointment of City Manager

RECOMMENDATION

1. That in accordance with Sections 84(1) and 87(1) of *The Cities Act*, City Council appoint Christopher J. Holden as City Manager effective March 1, 2016 for a term of up to five years.
2. That the terms and conditions of Mr. Holden's appointment be confirmed as outlined in the attached Employment Contract.
3. That the City Solicitor be instructed to bring forward the necessary bylaw to authorize execution and administration of the Employment Contract.

CONCLUSION

The City Manager is an official appointed by City Council. Section 87 of *The Cities Act* stipulates that the appointment of a person to the position of City Manager may only be made by a majority vote of City Council.

BACKGROUND

The previous City Manager, Glen Davies, submitted his resignation effective October 31, 2015.

The City of Regina entered into an agreement with the Phelps Group, a national executive search firm based in Toronto, Ontario, to undertake the recruitment of the next city manager. The Selection Committee, comprised of Mayor Fougere and Councillors Young, Hawkins, Fraser and Bryce, worked with Phelps Group during November and December to develop a position profile and initiate the search process.

The position was advertised nationally, both in media and major stakeholder publications. Hundreds of applications were received. After review of the applications, interviews were held in January 2016 with a number of short-listed candidates.

On Wednesday, February 10, 2016, Mayor Fougere, on behalf of the Selection Committee, introduced Mr. Holden as the successful candidate and indicated that his appointment would be effective March 1, 2016 following ratification by City Council at its February 29, 2016 meeting.

DISCUSSION

Mr. Holden has held several diverse and increasingly responsible roles within the City of Regina over the course of his 38 year career. The majority of his early years were in a variety of positions in the Community Services Department. In 2003 he joined the Engineering & Works Department as the Manager of Administrative Services. Following this, he served as Director of Parks & Open Space and Director of Community Services. For the past 18 months he has served as Director of Communications.

Mr. Holden holds a Bachelor of Science in Physical Education (Major: Recreation and Administration) from the University of Saskatchewan. He is married with five daughters and has one young grandson.

RECOMMENDATION IMPLICATIONS

Financial Implications

The position of City Manager is permanently budgeted for.

Environmental Implications

None with respect to this report.

Policy and/or Strategic Implications

As the administrative head of the City, the City Manager ensures City operations are maintained and handled efficiently for residents and provides leadership to approximately 2,400 permanent City employees. The City Manager is accountable to City Council and leads implementation of Council's priorities in accordance with *The City Manager's Bylaw* No. 2003-70.

Other Implications

None with respect to this report.

Accessibility Implications

None with respect to this report.

COMMUNICATIONS

The appointment of the new City Manager takes effect on March 1, 2016 upon City Council's approval of this report.

A news release was issued on February 10, 2016 when the selection of Mr. Holden was first announced. In addition, an announcement internal to the corporation was also distributed to staff.

DELEGATED AUTHORITY

The appointment of a City Manager is the sole prerogative of City Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'M. Fougere', with a long horizontal flourish extending to the right.

Mayor Michael Fougere
On behalf of the Selection Committee

EMPLOYMENT CONTRACT

This contract made in DUPLICATE this _____ day of _____, 2016.

BETWEEN:

THE CITY OF REGINA
(hereinafter referred to as "the City")

OF THE FIRST PART

- and -

CHRISTOPHER J. HOLDEN
of Regina, Saskatchewan
(hereinafter referred to as "the Employee")

OF THE SECOND PART

WHEREAS

- A. Section 84 of *The Cities Act* provides that every Council shall establish a position of administrative head of the city, that may be called City Commissioner or City Manager, and sets out the duties of that position;
- B. The Council of the City has established the position of City Manager by *The City Manager's Bylaw* being Bylaw No. 2003-70 of the City of Regina;
- C. Section 87 of *The Cities Act* provides for Council's appointment of a person to the position of manager and contemplates an employment contract;
- D. The Council of the City (hereinafter referred to as "Council") wishes to employ Christopher J. Holden (hereinafter referred to as "Employee") as its City Manager upon the terms and conditions set out below;
- E. The Employee has agreed to be employed as the Employee of the City upon such terms and conditions;
- F. The City acknowledges that the Employee has previous years of experience with the City as an Employee; and
- G. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, representations or warranties, negotiations and discussions, whether oral or written, between the parties with respect hereto.

NOW THEREFORE, the parties agree as follows:

EMPLOYMENT

1. (1) The City hereby employs Christopher J. Holden (hereinafter referred to as “the Employee”) who accepts employment as the Employee with the City of Regina, pursuant to the terms and conditions of this contract. The powers, duties, accountabilities and functions of the Employee shall be those provided for pursuant *The Cities Act*, in particular as contained in *The City Manager’s Bylaw*.
- (2) Before leaving the employment with the City, the Employee is required to report to Council any offers of employment or proposed activity outside the City which the Employee intends to accept that could place the Employee in a real, apparent or potential conflict of interest with their current responsibilities. The Employee must immediately disclose to Council the acceptance of any such offer.
- (3) In the event that the Employee terminates this Agreement prior to its expiry, the Council may, within their discretion, establish reasonable requirements limiting the Employee’s interaction with the City in any official capacity, on behalf of his new employer for up to one year. During any limitation period, as defined by Council, the Employee agrees to comply with any limitations, which may include, but not be limited to:
 - (a) having no formal contact with City administration, for a period of up to three months;
 - (b) directly or indirectly carrying on or being engaged in discussions that might compromise or be perceived to compromise his ongoing fiduciary duty to the City; and
 - (c) representing or formally advocating for any business that has regular business dealings with the City on matters involving the City, if it may create, or be perceived to create a conflict of interest.
- (4) Upon termination of employment, the Employee will have an ongoing fiduciary duty to the City. The Employee agrees that he will hold in confidence all confidential information obtained during their employment. This includes but is not limited to any information that is not publicly available concerning decision making, programs or policies of the City, business plans and financial information.
- (5) The Employee may apply to the Council for an exemption from the provisions of Article 1(3). To receive any exemption, the Employee is to provide sufficient information to assist Council in making a determination as to whether to grant the exemptions taking into consideration the following criteria:
 - (a) the circumstances under which the termination of his service occurred;
 - (b) the general employment prospects of the Employee;
 - (c) the significance of the information possessed by the Employee by virtue of his position in the City;
 - (d) the degree to which the new employer might gain unfair commercial or private advantage by hiring the Employee;

- (e) the authority and influence possessed by the Employee while with the City; and/or
- (f) any other consideration at the discretion of Council.

DUTIES

2. The Employee shall:

- (a) inform himself of all duties pertaining to his position, as provided in *The Cities Act*, in particular as contained in *The City Manager's Bylaw*;
- (b) faithfully serve the interests of the City to the best of his ability;
- (c) act lawfully and ethically and promote the administration of the City according to law;
- (d) refrain from any activity which would interfere with the discharge of those duties, and abide by any code of conduct or conflict of interest guidelines adopted by Council for City officials and general workplace policies and guidelines;
- (e) respect the confidentiality of information concerning the business affairs of the City acquired in his capacity as Employee, except where disclosure is authorized by law, to promote open government or as otherwise necessary to perform his duties, and not use confidential information for personal gain or to the detriment or intended or probable detriment of the City. This obligation shall survive the end of the contract.

TERM OF OFFICE/ATTENDANCE

- 3. (1) The Employee's term of employment shall be 5 years, commencing March 1, 2016 and concluding February 28, 2021, unless ended sooner or extended as provided by this contract.
- (2) This contract shall **not** be automatically renewed and shall, unless the parties agree otherwise, expire on February 28, 2021 in which case the Employee shall not be entitled to any severance pay or other termination benefits.
- (3) Should this contract not be renewed and provided the Employee works until the end of the term of the contract, the Employee shall be entitled to a completion bonus equal to the current value of six (6) months' salary, as provided in Article 6(1).
- (4) Upon notice of non-renewal or expiry of the contract the parties agree that:
 - (a) no other notice under statute, common law, or Article 5 of this contract is required to end the employment relationship; and
 - (b) no further compensation, beyond the amounts remaining to be paid for pursuant to the terms of the contract, will be payable to the Employee.

- (5) This provision shall not be construed to limit Council's right to end this contract or dismiss the Employee in accordance with Article 5 of this contract.

RESIGNATION

4. The Employee may end this contract at any time by giving ninety (90) days' written notice of resignation to the City Clerk.

DISMISSAL

5.
 - (1) Council may end this contract as provided by section 87 of *The Cities Act* at any time for just cause without notice or payment in lieu of notice.
 - (2) In the event of dismissal other than for just cause, the Employee shall be entitled to severance pay as provided by this Article.
 - (3) The severance pay to which the Employee shall be entitled shall be calculated as follows:
 - (a) twelve months' salary, plus;
 - (b) one additional month's salary for each full year of service completed as City Manager,
 - (4) The total accumulated sum for pay in lieu of notice payable pursuant to clause (3) shall not exceed eighteen (18) months' salary.
 - (5) In this Article and Article 3(3), the calculation of salary shall include the current cost to the employer for its contribution for employee benefits, as provided for in Article 8.

SALARY

6.
 - (1) The Employee's salary shall be payable in bi-weekly instalments in the same manner as other Out of Scope employees of the City, starting at an annual salary of Two Hundred and Sixty Thousand Dollars (\$260,000).
 - (2) The Employee shall be entitled to any future annual general economic wage increases awarded to Out of Scope employees of the City, as approved by Council, commencing in 2017.
 - (3) The Employee will be eligible for participation in a variable pay performance based bonus system which may be amended from time to time. Determination of amount of, and eligibility for, variable pay is in the sole discretion of Council. This provision shall not be construed as a right or entitlement and may be rejected or modified by Council.

LEAVE BENEFITS

7. The Employee shall be eligible for the following paid leave:
- (a) six (6) weeks earned annual vacation in accordance with Out of Scope policies and guidelines;
 - (b) twelve (12) additional days' annual leave in lieu of overtime consistent with the OOS Guidelines;
 - (c) any other leave to which other Out of Scope staff are entitled, including compassionate, parental and bereavement leave, and earned sick leave.

BENEFIT PLANS & ALLOWANCES

8. (1) The Employee shall be eligible and participate in the plans provided to and in the same manner as other Out of Scope employees of the City, including for death and disability insurance, workers' compensation supplement, group insurance, extended health coverage, dental insurance and pension. The Employee shall be eligible for any other allowances as may be permitted by the City's policies/guidelines for Out of Scope employees as amended from time to time.
- (2) If the annual salary, as provided by Article 6(1), is in excess of the Maximum Pensionable Earnings as established in *The Income Tax Act*, the Employee is eligible for the Supplementary Pension Payment, as outlined in the Supplementary Pension Payment Policy.
- (3) As this Employee has service as a City of Regina Employee prior to January 1, 2002, upon termination of this contract for any reason other than dismissal for just cause, if the Employee has at least thirty (30) or more days of sick leave credit, shall be paid at their 2016 Director of Communications rate of pay for fifty percent (50%) of their accumulated sick leave credit to a maximum of seventy-eight (78) days.
- (4) Upon completion of this contract the employee will receive a vacation payout. The first three weeks of the payout will be paid at their 2016 Director of Communications rate of pay.

CAR ALLOWANCE

9. In accordance with the Out of Scope Vehicle Allowance Policy, which may be amended from time to time, the Employee shall be entitled to receive an allowance of Two Hundred and Fifty Dollars (\$250) bi-weekly in recognition of his required use of a personal vehicle to fulfill his duties as an Employee.

PROFESSIONAL DEVELOPMENT

10. The City will support the continued professional development of the Employee, including:
- (a) payment of professional fees associated with the maintenance of professional designations and all appropriate memberships including payment of membership in the International City Managers' Association (ICMA) and the Canadian Association of Municipal Administrators (CAMA).

- (b) reasonable expenditures within the annual budget allocation for continuing education and attendance at professional conferences.

PERFORMANCE EVALUATION

11. The Employee's performance shall be subject to annual review by Executive Committee or other such committee as may be appointed by Council in an annual performance appraisal, which will include a written summary provided to the Employee.

AMENDMENT

12. This contract constitutes all of the terms and conditions of employment of the Employee. This contract constitutes the full agreement between the City of Regina and the Employee and no change may be made except by written agreement of the parties. No breach of this contract shall be construed or operate as a waiver of any subsequent breach.

GOVERNING LAW

13. This employment contract shall be interpreted according to the laws of the Province of Saskatchewan and be subject to the jurisdiction of the courts of the Judicial District of Regina in the event of any dispute.

EXECUTION BY PARTIES

I, CHRISTOPHER J. HOLDEN accept and agree to the terms and conditions of this contract this _____ day of _____, 2016. I also confirm that I have been advised and afforded an opportunity to obtain independent legal and financial advice about this contract and do not rely on any statement outside of this contract.

Witness

CHRISTOPHER J. HOLDEN

CITY OF REGINA

Jim Nicol, City Clerk

February 29, 2016

To: His Worship the Mayor
and Members of City Council

Re: Tax Exemption – 176 and 180 St. John Street

**RECOMMENDATION OF THE FINANCE AND ADMINISTRATION COMMITTEE
- FEBRUARY 9, 2016**

1. That a five-year, 100 per cent tax exemption be provided for the affordable rental properties at 176 and 180 St. John Street commencing January 1, 2016.
2. That the City Solicitor be directed to prepare the necessary Bylaw to exempt these properties.

FINANCE AND ADMINISTRATION COMMITTEE – FEBRUARY 9, 2016

The Committee adopted a resolution to concur in the recommendation contained in the report. Recommendation #3 does not require City Council approval.

Councillors: Bob Hawkins (Chairperson), Bryon Burnett and Barbara Young were present during consideration of this report by the Finance and Administration Committee.

The Finance and Administration Committee, at its meeting held on February 9, 2016, considered the following report from the Administration:

RECOMMENDATION

1. That a five-year, 100 per cent tax exemption be provided for the affordable rental properties at 176 and 180 St. John Street commencing January 1, 2016.
2. That the City Solicitor be directed to prepare the necessary Bylaw to exempt these properties.
3. That this report be forwarded to the February 29, 2016 City Council meeting for approval.

CONCLUSION

Gabriel Housing has applied for a tax exemption for two affordable rental developments at 176 and 180 St. John Street. Based on the Housing Incentives Policy (HIP) under which they applied for tax exemption in 2015, the units are only eligible for a partial (25 per cent) exemption. However, had they applied for an exemption at project start, they would have been eligible for a full, five-year exemption under the policy in place at that time. Given these circumstances, Administration recommends a five-year tax exemption for these properties, based on Section 262 of *The Cities Act*.

BACKGROUND

Gabriel Housing, a non-profit housing provider, applied for and was approved for capital grants for two, two-unit rental buildings at 176 and 180 St. John Street in the spring of 2014. The developments were issued building permits on May 26, 2014 and received final occupancy permits on April 1, 2015. Gabriel Housing has rented these units as affordable rental units, which meet the eligibility requirements for the City's capital grant program including rental rate maximums.

In December, 2015, Gabriel Housing inquired about a tax exemption for the units. The two buildings were developed in an R1A zone. Under the policy in place when the development was planned, the project would have been eligible for a full tax exemption for both rental units. However, with subsequent changes to the HIP, a two-unit building in an R1 or R1A zone is treated as a single-detached home with a secondary suite and provided a partial tax exemption of 25 percent for five years for the secondary suite.

DISCUSSION

Given that Gabriel Housing, a non-profit housing provider, has constructed these units for long-term affordable rental (the units are also funded under the Government of Saskatchewan's Rental Development Program for affordable housing), Administration recommends a five-year, 100 per cent exemption for these units. Because a new HIP has since been approved for 2016, it is not possible to grandfather these units. It is also not possible to amend the new 2016 HIP to address this issue since the units are already complete; opening up the new 2016 policy to grandfather completed units would also have implications for other projects also completed in 2015.

Therefore, Administration proposes the approval of a five-year, 100 per cent exemption based on Section 262 of *The Cities Act*, which allows Council to approve a tax exemption for a property of up to five years. We have aligned this recommendation for tax exemption with the Housing Incentives Program Tax Exemption Bylaw, which will go before Council on February 29, 2016. Based on the requirements for capital grants, the units will be required to meet the City's rental rate maximums for at least five years and are held to additional requirements for affordability based on provincial funding.

RECOMMENDATION IMPLICATIONS

Financial Implications

The difference in exemptions between a five-year, 25 per cent exemption and a five-year, 100 per cent exemption per address are noted in the table below.

Assessed Property Value	Total Exempt Municipal Levies per Property*	
\$218,400	<i>5 Years, 25 per cent</i>	<i>5 Years, 100 per cent</i>
	\$ 2,436.39	\$ 9,745.69

*Note: levies are estimated using current assessment and 3 per cent mill rate increase.

Environmental Implications

None with respect to this report.

Policy and/or Strategic Implications

The recommendation for tax exemption meets the intention of the HIP to support below market, affordable and accessible housing options, and to stimulate below market and affordable rental housing development.

Administration will continue to monitor this issue to assess whether an amendment to the 2016 HIP may be required. Under the 2016 policy, if these units were constructed in an R2 or R3, where duplexes and semi-detached units are allowed, they would be eligible for a five-year, 100 per cent exemption for a two-unit rental building. Under the 2016 HIP, in order to ensure compatibility with the *Zoning Bylaw*, a two-unit building in an R1 or R1A zone, which is designated for single-detached development, is treated as a house with a secondary suite and offered a partial exemption for the secondary suite.

Based on past applications, most non-profits are not developing two-unit buildings due to the high cost-per-unit for construction. Also, the provincial Rental Development Program (RDP) requires projects of four units or more. Thus to be eligible for the RDP, projects must take the form of Gabriel Housing's current project in which two, two-unit buildings are developed together for a total of four units. Without RDP funding, it is unlikely that the project would be financially feasible for a non-profit.

Other Implications

None with respect to this report.

Accessibility Implications

None with respect to this report.

COMMUNICATIONS

Gabriel Housing was provided a copy of this report and will be provided written notice of City Council's decision.

DELEGATED AUTHORITY

The recommendations contained within this report require City Council approval.

Respectfully submitted,

FINANCE AND ADMINISTRATION COMMITTEE



Ashley Thompson, Secretary

BYLAW NO. 2016-5

THE HOUSING INCENTIVE PROGRAM TAX EXEMPTION BYLAW, 2016

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

Purpose

- 1 The purpose of this Bylaw is to provide a Housing Incentive Tax Exemption to the owners of properties that qualify under the City of Regina's Housing Incentives and Policy and the Downtown Residential Incentive Policy.

Authority

- 2 The authority for this Bylaw is subsection 262(4) of *The Cities Act*.

Exemption

- 3 The following properties are exempt from taxation equal to 100 percent of the property taxes otherwise payable on each property, commencing January 1, 2016 and concluding December 31, 2020, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

- (a) the property located at 101 4102 3rd Avenue N. and legally described as:

Condominium Parcel 202995591
Unit 1
Condominium Plan 102164778, Extension 0
As described on Certificate of Title 146376311

- (b) the property located at 102 4102 3rd Avenue N. and legally described as:

Condominium Parcel 202995591
Unit 2
Condominium Plan 102164778, Extension 0
As described on Certificate of Title 146376603

- (c) the property located at 103 4102 3rd Avenue N. and legally described as:

Condominium Parcel 202995591
Unit 3
Condominium Plan 102164778, Extension 0
As described on Certificate of Title 146372351

- (d) the property located at 104 4102 3rd Avenue N. and legally described as:

Condominium Parcel 202995591
Unit 4

Approved as to form this _____ day of _____, 20____.

City Solicitor

Condominium Plan 102164778, Extension 0
As described on Certificate of Title 146492152

- (e) the property located at 105 4102 3rd Avenue N. and legally described as:

Condominium Parcel 202995591
Unit 5
Condominium Plan 102164778, Extension 0
As described on Certificate of Title 146501197

- (f) the property located at 106 4102 3rd Avenue N. and legally described as:

Condominium Parcel 202995591
Unit 6
Condominium Plan 102164778, Extension 0
As described on Certificate of Title 146515169

- (g) the property located at 107 4102 3rd Avenue N. and legally described as:

Condominium Parcel 202995591
Unit 7
Condominium Plan 102164778, Extension 0
As described on Certificate of Title 146815061

- (h) the property located at 108 4102 3rd Avenue N. and legally described as:

Condominium Parcel 202995591
Unit 8
Condominium Plan 102164778, Extension 0
As described on Certificate of Title 146813182

- (i) the property located at 109 4102 3rd Avenue N. and legally described as:

Condominium Parcel 202995591
Unit 9
Condominium Plan 102164778, Extension 0
As described on Certificate of Title 146814509

- (j) the property located at 129 1920 E 7th Avenue and legally described as:

Condominium Parcel 202981136
Unit 29
Condominium Plan 102162338, Extension 0
As described on Certificate of Title 147062842

- (k) the property located at 131 1920 E 7th Avenue and legally described as:

Condominium Parcel 202981136
Unit 31
Condominium Plan 102162338, Extension 0
As described on Certificate of Title 146809020

- (l) the property located at 132 1920 E 7th Avenue and legally described as:

Condominium Parcel 202981136
Unit 32
Condominium Plan 102162338, Extension 0
As described on Certificate of Title 146902574

- (m) the property located at 136 1920 E 7th Avenue and legally described as:

Condominium Parcel 202981136
Unit 36
Condominium Plan 102162338, Extension 0
As described on Certificate of Title 146466333

- (n) the property located at 139 1920 E 7th Avenue and legally described as:

Condominium Parcel 202981136
Unit 39
Condominium Plan 102162338, Extension 0
As described on Certificate of Title 146746109

- (o) the property located at 140 1920 E 7th Avenue and legally described as:

Condominium Parcel 202981136
Unit 40
Condominium Plan 102162338, Extension 0
As described on Certificate of Title 146767742

- (p) the property located at 141 1920 E 7th Avenue and legally described as:

Condominium Parcel 202981136
Unit 41
Condominium Plan 102162338, Extension 0
As described on Certificate of Title 146738212

- (q) the property located at 145 1920 E 7th Avenue and legally described as:

Condominium Parcel 202981136
Unit 45
Condominium Plan 102162338, Extension 0
As described on Certificate of Title 146917626

- (r) the property located at 146 1920 E 7th Avenue and legally described as:

Condominium Parcel 202981136
Unit 46
Condominium Plan 102162338, Extension 0
As described on Certificate of Title 146960905

- (s) the property located at 55 5625 Aerodrome Road and legally described as:

Condominium Parcel 203162183
Unit 1
Condominium Plan 102201624, Extension 0
As described on Certificate of Title 147149905

- (t) the property located at 56 A 5625 Aerodrome Road and legally described as:

Condominium Parcel 203162183
Unit 2
Condominium Plan 102201624, Extension 0
As described on Certificate of Title 147115863

- (u) the property located at 56 B 5625 Aerodrome Road and legally described as:

Condominium Parcel 203162183
Unit 9
Condominium Plan 102201624, Extension 0
As described on Certificate of Title 147115458

- (v) the property located at 57 B 5625 Aerodrome Road and legally described as:

Condominium Parcel 203162183
Unit 10
Condominium Plan 102201624, Extension 0
As described on Certificate of Title 147112848

- (w) the property located at 58 5625 Aerodrome Road and legally described as:

Condominium Parcel 203162183
Unit 4
Condominium Plan 102201624, Extension 0
As described on Certificate of Title 147112804

- (x) the property located at 47 5635 Aerodrome Road and legally described as:

Condominium Parcel 203128769
Unit 1
Condominium Plan 102194243, Extension 0
As described on Certificate of Title 147196176

- (y) the property located at 48 A 5635 Aerodrome Road and legally described as:

Condominium Parcel 203128769
Unit 2
Condominium Plan 102194243, Extension 0
As described on Certificate of Title 146765166

- (z) the property located at 49 A 5635 Aerodrome Road and legally described as:

Condominium Parcel 203128769
Unit 3
Condominium Plan 102194243, Extension 0
As described on Certificate of Title 146730955

- (aa) the property located at 49 B 5635 Aerodrome Road and legally described as:

Condominium Parcel 203128769
Unit 10
Condominium Plan 102194243, Extension 0
As described on Certificate of Title 147014681

- (bb) the property located at 50 5635 Aerodrome Road and legally described as:

Condominium Parcel 203128769
Unit 4
Condominium Plan 102194243, Extension 0
As described on Certificate of Title 146995497

- (cc) the property located at 51 5635 Aerodrome Road and legally described as:

Condominium Parcel 203128769
Unit 5
Condominium Plan 102194243, Extension 0
As described on Certificates of Title 146757606 and 146757617

- (dd) the property located at 52 5635 Aerodrome Road and legally described as:

Condominium Parcel 203128769
Unit 6
Condominium Plan 102194243, Extension 0
As described on Certificate of Title 147062257
- (ee) the property located at 53 5635 Aerodrome Road and legally described as:

Condominium Parcel 203128769
Unit 7
Condominium Plan 102194243, Extension 0
As described on Certificate of Title 146783920
- (ff) the property located at 38 A 5655 Aerodrome Road and legally described as:

Condominium Parcel 203111952
Unit 2
Condominium Plan 102190632, Extension 0
As described on Certificate of Title 146576414
- (gg) the property located at 39 A 5655 Aerodrome Road and legally described as:

Condominium Parcel 203111952
Unit 3
Condominium Plan 102190632, Extension 0
As described on Certificate of Title 146603819
- (hh) the property located at 40 B 5655 Aerodrome Road and legally described as:

Condominium Parcel 203111952
Unit 13
Condominium Plan 102190632, Extension 0
As described on Certificate of Title 146789713
- (ii) the property located at 41 5655 Aerodrome Road and legally described as:

Condominium Parcel 203111952
Unit 5
Condominium Plan 102190632, Extension 0
As described on Certificate of Title 146726848
- (jj) the property located at 42 5655 Aerodrome Road and legally described as:

Condominium Parcel 203111952
Unit 6
Condominium Plan 102190632, Extension 0
As described on Certificate of Title 146580497

- (kk) the property located at 43 5655 Aerodrome Road and legally described as:

Condominium Parcel 203111952
Unit 7
Condominium Plan 102190632, Extension 0
As described on Certificate of Title 146576560

- (ll) the property located at 101 3440 Avonhurst Drive and legally described as:

Condominium Parcel 203061923
Unit 17 and 16 (Parking)
Condominium Plan 102176029, Extension 0
As described on Certificates of Title 146411388 and 146411401

- (mm) the property located at 104 3440 Avonhurst Drive and legally described as:

Condominium Parcel 203061923
Unit 20
Condominium Plan 102176029, Extension 0
As described on Certificate of Title 146659944

- (nn) the property located at 202 3440 Avonhurst Drive and legally described as:

Condominium Parcel 203061923
Unit 25
Condominium Plan 102176029, Extension 0
As described on Certificate of Title 146420636

- (oo) the property located at 203 3440 Avonhurst Drive and legally described as:

Condominium Parcel 203061923
Unit 26
Condominium Plan 102176029, Extension 0
As described on Certificate of Title 146428814

- (pp) the property located at 204 3440 Avonhurst Drive and legally described as:

Condominium Parcel 203061923
Unit 27
Condominium Plan 102176029, Extension 0
As described on Certificate of Title 146429365

- (qq) the property located at 301 3440 Avonhurst Drive and legally described as:
- Condominium Parcel 203061923
Unit 29
Condominium Plan 102176029, Extension 0
As described on Certificate of Title 146450134
- (rr) the property located at 303 3440 Avonhurst Drive and legally described as:
- Condominium Parcel 203061923
Unit 31
Condominium Plan 102176029, Extension 0
As described on Certificate of Title 146464195
- (ss) the property located at 305 3440 Avonhurst Drive and legally described as:
- Condominium Parcel 203061923
Unit 33
Condominium Plan 102176029, Extension 0
As described on Certificate of Title 146496112
- (tt) the property located at 401 3440 Avonhurst Drive and legally described as:
- Condominium Parcel 203061923
Units 35 and 15 (Parking)
Condominium Plan 102176029, Extension 0
As described on Certificates of Title 146530559 and 146530560
- (uu) the property located at 403 3440 Avonhurst Drive and legally described as:
- Condominium Parcel 203061923
Units 37 and 14 (Parking)
Condominium Plan 102176029, Extension 0
As described on Certificates of Title 146532832 and 146532821
- (vv) the property located at 501 3440 Avonhurst Drive and legally described as:
- Condominium Parcel 203061923
Units 40 and 9 (Parking)
Condominium Plan 102176029, Extension 0
As described on Certificates of Title 146584963 and 146584974
- (ww) the property located at 502 3440 Avonhurst Drive and legally described as:
- Condominium Parcel 203061923
Units 41 and 11 (Parking)

Condominium Plan 102176029, Extension 0
As described on Certificates of Title 146599330 and 146599352

- (xx) the property located at 504 3440 Avonhurst Drive and legally described as:

Condominium Parcel 203061923
Units 43 and 7 (Parking)
Condominium Plan 102176029, Extension 0
As described on Certificates of Title 146606878 and 146606889

- (yy) the property located at 601 3440 Avonhurst Drive and legally described as:

Condominium Parcel 203061923
Unit 45
Condominium Plan 102176029, Extension 0
As described on Certificate of Title 146676134

- (zz) the property located at 602 3440 Avonhurst Drive and legally described as:

Condominium Parcel 203061923
Unit 46
Condominium Plan 102176029, Extension 0
As described on Certificate of Title 146678260

- (aaa) the property located at 603 3440 Avonhurst Drive and legally described as:

Condominium Parcel 203061923
Units 47 and 8 (Parking)
Condominium Plan 102176029, Extension 0
As described on Certificates of Title 146705722 and 146705744

- (bbb) the property located at 604 3440 Avonhurst Drive and legally described as:

Condominium Parcel 203061923
Units 48 and 13 (Parking)
Condominium Plan 102176029, Extension 0
As described on Certificates of Title 146728963 and 146728974

- (ccc) the property located at 605 3440 Avonhurst Drive and legally described as:

Condominium Parcel 203061923
Unit 49
Condominium Plan 102176029, Extension 0
As described on Certificate of Title 146748910

- (ddd) the property located at 28 4533 Delhaye Way and legally described as:

Condominium Parcel 203098147
Unit 2
Condominium Plan 102184455, Extension 0
As described on Certificate of Title 146426003

- (eee) the property located at 29 4533 Delhay Way and legally described as:

Condominium Parcel 203098147
Unit 3
Condominium Plan 102184455, Extension 0
As described on Certificate of Title 146338982

- (fff) the property located at 33 A 4533 Delhay Way and legally described as:

Condominium Parcel 203098147
Unit 7
Condominium Plan 102184455, Extension 0
As described on Certificate of Title 146343258

- (ggg) the property located at 33 B 4533 Delhay Way and legally described as:

Condominium Parcel 203098147
Unit 11
Condominium Plan 102184455, Extension 0
As described on Certificate of Title 146361630

- (hhh) the property located at 35 B 4533 Delhay Way and legally described as:

Condominium Parcel 203098147
Unit 13
Condominium Plan 102184455, Extension 0
As described on Certificate of Title 146358579

- (iii) the property located at 12 4541 Delhay Way and legally described as:

Condominium Parcel 203061259
Unit 2
Condominium Plan 102176311, Extension 0
As described on Certificate of Title 146138373

- (jjj) the property located at 1110 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 13
Condominium Plan 102176984, Extension 0

As described on Certificate of Title 146364947

- (kkk) the property located at 1111 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 8
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146404278

- (lll) the property located at 1113 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 9
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146714216

- (mmm) the property located at 1114 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 11
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146355420

- (nnn) the property located at 1116 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 82
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146749809

- (ooo) the property located at 1117 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 72
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146731473

- (ppp) the property located at 1118 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 81

Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146731361

- (qqq) the property located at 1120 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 80
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146730742

- (rrr) the property located at 1122 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 79
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146731518

- (sss) the property located at 1123 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 75
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146730753

- (ttt) the property located at 1124 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 78
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146719075

- (uuu) the property located at 1203 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 18
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146368008

- (vvv) the property located at 1204 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 29
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146361944

(www) the property located at 1205 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 19
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146360202

(xxx) the property located at 1208 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 27
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146477065

(yyy) the property located at 1211 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 22
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146365320

(zzz) the property located at 1212 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 25
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146359828

(aaaa) the property located at 1213 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 23
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146837470

- (bbbb) the property located at 1214 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 24
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146360617

- (cccc) the property located at 1215 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 83
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146772669

- (dddd) the property located at 1216 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 94
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146730764

- (eeee) the property located at 1217 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 84
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146718423

- (ffff) the property located at 1218 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 93
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146732227

- (gggg) the property located at 1219 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 85
Condominium Plan 102176984, Extension 0

As described on Certificate of Title 146738469

- (hhhh) the property located at 1220 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 92
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146718434

- (iiii) the property located at 1221 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 86
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146731451

- (jjjj) the property located at 1223 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 87
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146807804

- (kkkk) the property located at 1304 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 43
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146399125

- (llll) the property located at 1306 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 42
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146413740

- (mmmm) the property located at 1307 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870

Unit 34
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146428588

(nnnn) the property located at 1309 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 35
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146624801

(oooo) the property located at 1310 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 40
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146927188

(pppp) the property located at 1311 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 36
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 147066947

(qqqq) the property located at 1312 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 39
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146600917

(rrrr) the property located at 1315 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 95
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146796294

(ssss) the property located at 1316 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 106
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146862164

- (tttt) the property located at 1317 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 96
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 147014579

- (uuuu) the property located at 1319 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 97
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146770500

- (vvvv) the property located at 1320 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 104
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146748538

- (www) the property located at 1322 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 103
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146784280

- (xxxx) the property located at 1325 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 100
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146991189

(yyyy) the property located at 1403 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 46
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146457681

(zzzz) the property located at 1404 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 57
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146524440

(aaaa) the property located at 1405 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 47
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 147025032

(bbbb) the property located at 1409 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 49
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146540101

(cccc) the property located at 1414 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 52
Condominium Plan 102176984, Extension 0
As described on Certificate of Title 146533024

(dddd) the property located at 1420 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870
Unit 116
Condominium Plan 102176984, Extension 0

As described on Certificate of Title 146843556

(eeeeee) the property located at 1421 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870

Unit 110

Condominium Plan 102176984, Extension 0

As described on Certificate of Title 146848843

(fffff) the property located at 1423 5500 Mitchinson Way and legally described as:

Condominium Parcel 203064870

Unit 111

Condominium Plan 102176984, Extension 0

As described on Certificate of Title 146886766

(ggggg) the property located at 1345 Rae Street and legally described as:

Surface Parcel 109609667

Lot 12

Block 174

Plan Old 33, Extension 0

As described on Certificate of Title 146822328

(hhhhh) the property located at 1409 Rae Street and legally described as:

Surface Parcel 109612098

Lot 2

Block 209

Plan Old 33, Extension 0

As described on Certificate of Title 146883516

Surface Parcel 111933547

Lot 43

Block 209

Plan 101229353, Extension 9

As described on Certificate of Title 146883493

(iiiiii) the property located at 4372 Shaffer Street and legally described as:

Surface Parcel 202779704

Lot 36

Block 46

Plan 102121399, Extension 0

As described on Certificate of Title 147016278

(jjjjj) the property located at 4392 Shaffer Street and legally described as:

Surface Parcel 202779771
Lot 31
Block 46
Plan 102121399, Extension 0
As described on Certificate of Title 146646625

- 4 The following property is exempt from taxation equal to 100 percent of the property taxes otherwise payable on the property, commencing January 1, 2016 and concluding December 31, 2020, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for the property located at 851 Edgar Street and legally described as:

Surface Parcel 111409275
Lot 16
Block 34
Plan AQ4932, Extension 13
As described on Certificate of Title 146514685

- 5 The following properties are exempt from taxation equal to 90 percent of the property taxes otherwise payable on each property, commencing January 1, 2016 and concluding December 31, 2018, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

(a) the property located at 1460 Bond Street and legally described as:

Surface Parcel 106960844
Lot 26
Block 6
Plan BE636, Extension 0
As described on Certificate of Title 145903552

(b) the property located at 601 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 43 and 120 (Parking)
Plan 102159525, Extension 0
As described on Certificates of Title 146117998 and 146118023

(c) the property located at 901 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 67 and 130 (Parking)
Plan 102159525, Extension 0
As described on Certificates of Title 146197402 and 146197424

- (d) the property located at 902 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 68 and 103 (Parking)
Plan 102159525, Extension 0
As described on Certificates of Title 146161324 and 146161335
- (e) the property located at 904 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 70 and 139 (Parking)
Plan 102159525, Extension 0
As described on Certificates of Title 145978048 and 145978060
- (f) the property located at 906 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 72 and 131 (Parking)
Plan 102159525, Extension 0
As described on Certificates of Title 146663523 and 146663556
- (g) the property located at 1001 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 75 and 79 (Parking)
Plan 102159525, Extension 0
As described on Certificates of Title 146403806 and 146403840
- (h) the property located at 1002 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 76 and 81 (Parking)
Plan 102159525, Extension 0
As described on Certificates of Title 146193015 and 146193026
- (i) the property located at 1003 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 77 and 171 (Parking)
Plan 102159525, Extension 0
As described on Certificates of Title 146396616 and 146396627
- (j) the property located at 1004 2300 Broad Street and legally described as:

Condominium Parcel 202973991
Units 78 and 105 (Parking)

Plan 102159525, Extension 0

As described on Certificates of Title 146206863 and 146206885

- (k) the property located at 443 Cornwall Street and legally described as:

Surface Parcel 107110202

Lot 13

Block 12

Plan N6034, Extension 0

As described on Certificate of Title 146599150

- (l) the property located at 102 DeMarco Pointe Lane and legally described as:

Condominium Parcel 166225631

Unit 5

Plan 102101184, Extension 0

As described on Certificate of Title 147198819

- (m) the property located at 122 DeMarco Pointe Lane and legally described as:

Condominium Parcel 166225631

Unit 10

Plan 102101184, Extension 0

As described on Certificate of Title 146490251

- (n) the property located at 131 DeMarco Pointe Lane and legally described as:

Condominium Parcel 166225631

Unit 12

Plan 102101184, Extension 0

As described on Certificate of Title 146387009

- (o) the property located at 216 1220 Empress Street and legally described as:

Condominium Parcel 202755832

Unit 105

Plan 102113963, Extension 0

As described on Certificate of Title 147054270

- (p) the property located at 1237 Grey Street and legally described as:

Condominium Parcel 202755832

Unit 71

Plan 102113963, Extension 0

As described on Certificate of Title 146764424

- (q) the property located at 317 Toronto Street and legally described as:

Surface Parcel 107303037 and 112329109
Lots 38 and 39
Block 22A
Plan AY5450, Extension 0 and Extension 24
As described on Certificates of Title 146763782 and 146763883

- (r) the property located at 401 Wascana Street and legally described as:

Surface Parcel 109709028
Lot 1
Block 10
Plan AX2262, Extension 0
As described on Certificate of Title 140922569

- 6 The following properties are exempt from taxation equal to 100 percent of the property taxes otherwise payable on each property, commencing January 1, 2016 and concluding December 31, 2020, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

- (a) the property located at 603 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 14 and 146 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 146391879 and 146391891

- (b) the property located at 701 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 21 and 102 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 146069769 and 146069770

- (c) the property located at 702 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 17 and 155 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145744421 and 145744443

- (d) the property located at 705 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 23 and 120 (Parking)

Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145679945 and 145679967

- (e) the property located at 707 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 24 and 97 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 145273697 and 145273754

- (f) the property located at 805 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 31 and 191 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 146048283 and 146048294

- (g) the property located at 807 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 32 and 147 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 146035739 and 146035740

- (h) the property located at 905 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 39 and 66 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 146454352 and 146454363

- (i) the property located at 1103 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 54 and 169 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 146114434 and 146115110

- (j) the property located at 1201 2055 Rose Street and legally described as:

Condominium Parcel 202968265
Units 60 and 158 (Parking)
Condominium Plan 102156847, Extension 0
As described on Certificates of Title 147111533 and 147111577

- (k) the property located at 1202 2055 Rose Street and legally described as:

Condominium Parcel 202968265
 Units 57 and 132 (Parking)
 Condominium Plan 102156847, Extension 0
 As described on Certificates of Title 146087444 and 146087691

- (l) the property located at 1204 2055 Rose Street and legally described as:

Condominium Parcel 202968265
 Units 58 and 129 (Parking)
 Condominium Plan 102156847, Extension 0
 As described on Certificates of Title 146087477 and 146087590

- (m) the property located at 1205 2055 Rose Street and legally described as:

Condominium Parcel 202968265
 Units 61 and 123 (Parking)
 Condominium Plan 102156847, Extension 0
 As described on Certificates of Title 146087499 and 146087668

- (n) the property located at 1206 2055 Rose Street and legally described as:

Condominium Parcel 202968265
 Units 59 and 68 (Parking)
 Condominium Plan 102156847, Extension 0
 As described on Certificates of Title 146087501 and 146087589

- 7 The following properties are exempt from taxation equal to 25 percent of the property taxes otherwise payable on each property, commencing January 1, 2016 and concluding December 31, 2020 unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

- (a) the property located at 130 Angus Crescent and legally described as:

Surface Parcel 110983350
 Lot 31
 Block 2
 Plan DV678, Extension 0
 As described on Certificate of Title 137576054

Surface Parcel 111787094
 Lot 41
 Block 2
 Plan 101218182, Extension 1
 As described on Certificate of Title 137576098

- (b) the property located at 3054 Argyle Road and legally described as:

Surface Parcel 202768184
Lot 19A
Block 49
Plan 102118586, Extension 0
As described on Certificate of Title 143518451

- (c) the property located at 1742 Connaught Street and legally described as:

Surface Parcel 112291039
Lot 47
Block 11
Plan 101191025, Extension 63
As described on Certificate of Title 146889219

- (d) the property located at 1120 Dover Avenue and legally described as:

Surface Parcel 107236278
Lot 18
Block 5
Plan 63R30549, Extension 0
As described on Certificate of Title 145225751

- (e) the property located at 2170 Elliott Street and legally described as:

Surface Parcel 107204116
Lot 23
Block 50
Plan DV270, Extension 0
As described on Certificate of Title 147037338

- (f) the property located at 2871 Garnet Street and legally described as:

Surface Parcel 109515360
Lot 28
Block 541
Plan K1416, Extension 0
As described on Certificate of Title 146835838

- (g) the property located at 4509 E Green Apple Drive and legally described as:

Surface Parcel 166227622
Lot 9
Block 23
Plan 102102387, Extension 0
As described on Certificate of Title 145623663

- (h) the property located at 4513 E Green Apple Drive and legally described as:

Surface Parcel 166228588
Lot 8
Block 23
Plan 102102387, Extension 0
As described on Certificate of Title 145624057
- (i) the property located at 4533 E Green Apple Drive and legally described as:

Surface Parcel 166228331
Lot 3
Block 23
Plan 102102387, Extension 0
As described on Certificate of Title 146158500
- (j) the property located at 4537 E Green Apple Drive and legally described as:

Surface Parcel 166229062
Lot 2
Block 23
Plan 102102387, Extension 0
As described on Certificate of Title 146649280
- (k) the property located at 4106 E Green Olive Way and legally described as:

Surface Parcel 166087659
Lot 2
Block 11
Plan 102073609, Extension 0
As described on Certificate of Title 146457850
- (l) the property located at 4130 E Green Olive Way and legally described as:

Surface Parcel 166220399
Lot 8
Block 11
Plan 102099281, Extension 0
As described on Certificate of Title 146697508
- (m) the property located at 4133 E Green Olive Way and legally described as:

Surface Parcel 166087491
Lot 46
Block 10
Plan 102073609, Extension 0

As described on Certificate of Title 143421252

- (n) the property located at 1547 Lacon Street and legally described as:

Surface Parcel 107242590
Lot 36
Block 3
Plan AQ5077, Extension 0
As described on Certificate of Title 147048071

- (o) the property located at 5334 McKenna Crescent and legally described as:

Surface Parcel 202751007
Lot 21
Block 22
Plan 102113390, Extension 0
As described on Certificate of Title 144467758

- (p) the property located at 25 Montgomery Road and legally described as:

Surface Parcel 107088510
Lot 11
Block 50
Plan 59R07979, Extension 0
As described on Certificate of Title 104848645

- (q) the property located at 2607 Montreal Crescent and legally described as:

Surface Parcel 107205285
Lot 2
Block 2
Plan FF3885, Extension 0
As described on Certificate of Title 143677075

- (r) the property located at 2923 Quinn Drive and legally described as:

Surface Parcel 107187127
Lot 14
Block 4
Plan FF3885, Extension 0
As described on Certificate of Title 142488838

- (s) the property located at 6502 Rush Place and legally described as:

Surface Parcel 110468763
Lot 45

Block 11
 Plan 83R10860, Extension 0
 As described on Certificate of Title 146110687

- (t) the property located at 137 N St. John Street and legally described as:

Surface Parcel 107154301
 Lot 12
 Block 45
 Plan AY5450, Extension 0
 As described on Certificate of Title 144310328

- (u) the property located at 139 N St. John Street and legally described as:

Surface Parcel 107155010
 Lot 11
 Block 45
 Plan AY5450, Extension 0
 As described on Certificate of Title 144310373

- (v) the property located at 143 N St. John Street and legally described as:

Surface Parcel 107155021
 Lot 10
 Block 45
 Plan AY5450, Extension 0
 As described on Certificate of Title 144310407

- (w) the property located at 179 Wells Street and legally described as:

Surface Parcel 110447030
 Lot 9
 Block 19
 Plan 73R28980, Extension 0
 As described on Certificate of Title 133952104

- (x) the property located at 2028 York Street and legally described as:

Surface Parcel 109621470
 Lot 5
 Block 34
 Plan I5211, Extension 0
 As described on Certificate of Title 145617161

- 8 The following properties are exempt from taxation equal to 100 percent of the property taxes otherwise payable on each property, commencing January 1, 2016

and concluding December 31, 2020, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for:

- (a) the property located at 4000 3rd Avenue and legally described as:

Surface Parcel 109714721
Lot 8
Block 5
Plan FD100, Extension 0
As described on Certificate of Title 139878769

- (b) the property located at 4705 8th Avenue and legally described as:

Surface Parcel 109543585
Lot 37
Block 75
Plan Old 218, Extension 0
As described on Certificate of Title 146636017

- (c) the property located at 5616 Aerodrome Road and legally described as:

Surface Parcel 202875655
Lot 12
Block 62
Plan 102142156, Extension 0
As described on Certificate of Title 146661217

- (d) the property located at 5620 Aerodrome Road and legally described as:

Surface Parcel 202876151
Lot 13
Block 62
Plan 102142156, Extension 0
As described on Certificate of Title 146672714

- (e) the property located at 5624 Aerodrome Road and legally described as:

Surface Parcel 202876005
Lot 14
Block 62
Plan 102142156, Extension 0
As described on Certificate of Title 146661598

- (f) the property located at 5628 Aerodrome Road and legally described as:

Surface Parcel 202876140

Lot 15
Block 62
Plan 102142156, Extension 0
As described on Certificate of Title 146661699

- (g) the property located at 772 Athol Street and legally described as:

Surface Parcel 109591971
Lot 23
Block 16
Plan H4670, Extension 0
As described on Certificate of Title 145566737

- (h) the property located at 2063 Athol Street and legally described as:

Surface Parcel 110993025
Lot 30
Block 378
Plan Old 33, Extension 0
As described on Certificate of Title 146168310

- (i) the property located at 1002 Atkinson Street and legally described as:

Surface Parcel 106980408
Lot 40
Block 6
Plan T4085, Extension 0
As described on Certificate of Title 143336729

- (j) the property located at 1850 Atkinson Street and legally described as:

Surface Parcel 107043588
Lot 28
Block 5
Plan G384, Extension 0
As described on Certificate of Title 144758874

- (k) the property located at 2213 Atkinson Street and legally described as:

Surface Parcel 107164885
Lot 4
Block 54
Plan DV270, Extension 0
As described on Certificate of Title 147269605

- (l) the property located at 725 Broadway Avenue and legally described as:

Surface Parcel 203016888
Lot 51
Block 46
Plan 102168671, Extension 0
As described on Certificate of Title 146834680

- (m) the property located at 729 Broadway Avenue and legally described as:

Surface Parcel 203016899
Lot 50
Block 46
Plan 102168671, Extension 0
As described on Certificate of Title 146821406

- (n) the property located at 2067 Broder Street and legally described as:

Surface Parcel 107039167
Lot 17
Block 23
Plan DV270, Extension 0
As described on Certificate of Title 144387614

- (o) the property located at 2451 Broder Street and legally described as:

Surface Parcel 107206275
Lot 31
Block 13
Plan U2439, Extension 0
As described on Certificate of Title 105582102

- (p) the property located at 642 Cameron Street and legally described as:

Surface Parcel 109593478
Lot 42
Block 3
Plan H4670, Extension 0
As described on Certificate of Title 143940382

- (q) the property located at 5429 Campling Avenue and legally described as:

Surface Parcel 202734244
Lot 2
Block 44
Plan 102111152, Extension 0
As described on Certificate of Title 146968677

- (r) the property located at 5433 Campling Avenue and legally described as:

Surface Parcel 202733962
Lot 1
Block 44
Plan 102111152, Extension 0
As described on Certificate of Title 146727333

- (s) the property located at 408 Connaught Street and legally described as:

Surface Parcel 109707970
Lot 34
Block 28
Plan AR4002, Extension 0
As described on Certificate of Title 144952971

Surface Parcel 112332226
Lot 39
Block 28
Plan 101177221, Extension 40
As described on Certificate of Title 144952960

- (t) the property located at 921 Elliott Street and legally described as:

Surface Parcel 107298298
Lot 6
Block 14
Plan T4085, Extension 0
As described on Certificate of Title 146358322

- (u) the property located at 464 Forget Street and legally described as:

Surface Parcel 109706104
Lot 20
Block 26
Plan AR4002, Extension 0
As described on Certificate of Title 144645699

- (v) the property located at 466 Forget Street and legally described as:

Surface Parcel 109706092
Lot 19
Block 26
Plan AR4002, Extension 0
As described on Certificate of Title 144629893

- (w) the property located at 2778 Francis Street and legally described as:

Surface Parcel 107181390
Lot 22
Block 59
Plan U2439, Extension 0
As described on Certificate of Title 146866821

- (x) the property located at 2782 Francis Street and legally described as:

Surface Parcel 107302047
Lot 21
Block 59
Plan U2439, Extension 0
As described on Certificate of Title 146532898

- (y) the property located at 74 Froom Crescent and legally described as:

Surface Parcel 166226362
Lot 19B
Block 1
Plan 102101757, Extension 0
As described on Certificate of Title 142889620

- (z) the property located at 711 Garnet Street and legally described as:

Surface Parcel 109591577
Lot 4
Block 14
Plan H4670, Extension 0
As described on Certificate of Title 145566940

- (aa) the property located at 752 Garnet Street and legally described as:

Surface Parcel 109591476
Lot 27
Block 15
Plan H4670, Extension 0
As described on Certificate of Title 143445865

- (bb) the property located at 3900 Green Falls Drive and legally described as:

Surface Parcel 202894454
Block R
Plan 102144305, Extension 0
As described on Certificate of Title 144572834

- (cc) the property located at 3930 Green Falls Drive and legally described as:

Surface Parcel 202894522
Block S
Plan 102144305, Extension 0
As described on Certificate of Title 145652317

- (dd) the property located at 4633 James Hill Road and legally described as:

Surface Parcel 166118137
Lot 64
Block 34
Plan 102082733, Extension 0
As described on Certificate of Title 142969416

- (ee) the property located at 4637 James Hill Road and legally described as:

Surface Parcel 166118575
Lot 63
Block 34
Plan 102082733, Extension 0
As described on Certificate of Title 142969427

- (ff) the property located at 235 King Street and legally described as:

Surface Parcel 109676683
Lot 10
Block 27
Plan AX2262, Extension 0
As described on Certificate of Title 127005656

- (gg) the property located at 1545 Lacon Street and legally described as:

Surface Parcel 106964152
Lot 37
Block 3
Plan AQ5077, Extension 0
As described on Certificate of Title 147131052

- (hh) the property located at 4801 Liberty Street and legally described as:

Surface Parcel 202752345
Lot 28
Block 35
Plan 102113435, Extension 0
As described on Certificate of Title 145868293

- (ii) the property located at 1065 Lindsay Street and legally described as:

Surface Parcel 106995561
Lot 16
Block 1A
Plan F1625, Extension 0
As described on Certificate of Title 146031151
- (jj) the property located at 1067 Lindsay Street and legally described as:

Surface Parcel 106995572
Lot 17
Block 1A
Plan F1625, Extension 0
As described on Certificate of Title 146031162
- (kk) the property located at 1069 Lindsay Street and legally described as:

Surface Parcel 106995583
Lot 18
Block 1A
Plan F1625, Extension 0
As described on Certificate of Title 146221387
- (ll) the property located at 1073 Lindsay Street and legally described as:

Surface Parcel 106995594
Lot 19
Block 1A
Plan F1625, Extension 0
As described on Certificate of Title 146204726
- (mm) the property located at 2155 Lindsay Street and legally described as:

Surface Parcel 107304094
Lot 14
Block 48
Plan DV270, Extension 0
As described on Certificates of Title 145120665, 145120698 and 145120711
- (nn) the property located at 6242 Little Pine Loop and legally described as:

Surface Parcel 202860503
Lot 14
Block 6

Plan 102139332, Extension 0
As described on Certificate of Title 146405011

- (oo) the property located at 6244 Little Pine Loop and legally described as:

Surface Parcel 202860356
Lot 15
Block 6
Plan 102139332, Extension 0
As described on Certificate of Title 145947112

- (pp) the property located at 6246 Little Pine Loop and legally described as:

Surface Parcel 202860345
Lot 16
Block 6
Plan 102139332, Extension 0
As described on Certificate of Title 146325988

- (qq) the property located at 6248 Little Pine Loop and legally described as:

Surface Parcel 202860389
Lot 17
Block 6
Plan 102139332, Extension 0
As described on Certificate of Title 146416226

- (rr) the property located at 6250 Little Pine Loop and legally described as:

Surface Parcel 202860413
Lot 18
Block 6
Plan 102139332, Extension 0
As described on Certificate of Title 146416237

- (ss) the property located at 415 Lorne Street and legally described as:

Surface Parcel 107110684
Lot 4
Block 13
Plan B13659, Extension 0
As described on Certificate of Title 144853847

- (tt) the property located at 5625 McCaughey Street and legally described as:

Surface Parcel 202876443

Lot 34
Block 62
Plan 102142156, Extension 0
As described on Certificate of Title 147091833

- (uu) the property located at 5641 McCaughey Street and legally described as:

Surface Parcel 202875521
Lot 30
Block 62
Plan 102142156, Extension 0
As described on Certificate of Title 147183093

- (vv) the property located at 5653 McCaughey Street and legally described as:

Surface Parcel 202876027
Lot 27
Block 62
Plan 102142156, Extension 0
As described on Certificate of Title 146404997

- (vw) the property located at 5657 McCaughey Street and legally described as:

Surface Parcel 202876184
Lot 26
Block 62
Plan 102142156, Extension 0
As described on Certificate of Title 145972929

- (xx) the property located at 5313 McClelland Drive and legally described as:

Surface Parcel 166222492
Lot 15
Block 39
Plan 102100206, Extension 0
As described on Certificate of Title 143633077

- (yy) the property located at 2228 McDonald Street and legally described as:

Surface Parcel 107217615
Lot 33
Block 59
Plan DV270, Extension 0
As described on Certificate of Title 145056113

- (zz) the property located at 1291 N McEachern Drive and legally described as:

Surface Parcel 202856698
Block Y2
Plan 102136845, Extension 0
As described on Certificate of Title 144943892

- (aaa) the property located at 145 N McIntyre Street and legally described as:

Surface Parcel 107136491
Lot 13
Block 47
Plan AT654, Extension 0
As described on Certificate of Title 144756074

Surface Parcel 107136198
Lot 14
Block 47
Plan AT654, Extension 0
As described on Certificate of Title 144756164

- (bbb) the property located at 955 Montague Street and legally described as:

Surface Parcel 164789421
Lot 13A
Block 32
Plan 102019519, Extension 0
As described on Certificate of Title 143446473

- (ccc) the property located at 465 Osler Street and legally described as:

Surface Parcel 107094720
Lot 16
Block 15
Plan F4996, Extension 0
As described on Certificate of Title 135883176

- (ddd) the property located at 469 Osler Street and legally described as:

Surface Parcel 107094719
Lot 17
Block 15
Plan F4996, Extension 0
As described on Certificate of Title 135883323

- (eee) the property located at 513 Osler Street and legally described as:

Surface Parcel 107097396

Lot 4
Block 2
Plan F4996, Extension 0
As described on Certificate of Title 142839704

(fff) the property located at 515 Ottawa Street and legally described as:

Surface Parcel 166157646
Lot 37
Block 5
Plan 102090169, Extension 0
As described on Certificate of Title 144204634

(ggg) the property located at 1646 Ottawa Street and legally described as:

Surface Parcel 107037390
Lot 18
Block 247
Plan Old 33, Extension 0
As described on Certificate of Title 144585557

(hhh) the property located at 863 Queen Street and legally described as:

Surface Parcel 109713269
Lot 16
Block 44
Plan H4669, Extension 0
As described on Certificate of Title 146009853

(iii) the property located at 867 Queen Street and legally described as:

Surface Parcel 109713270
Lot 17
Block 44
Plan H4669, Extension 0
As described on Certificate of Title 146009864

(jjj) the property located at 1202 Queen Street and legally described as:

Surface Parcel 109448040
Lot 40
Block 159
Plan DV4404, Extension 0
As described on Certificate of Title 142705223

(kkk) the property located at 1206 Queen Street and legally described as:

Surface Parcel 109529231
Lot 39
Block 159
Plan DV4404, Extension 0
As described on Certificate of Title 142704480

(lll) the property located at 1433 Queen Street and legally described as:

Surface Parcel 109532921
Lot 9
Block 220
Plan DV4404, Extension 0
As described on Certificate of Title 146528185

(mmm) the property located at 2060 Quebec Street and legally described as:

Surface Parcel 107289412
Lot 20
Block 357
Plan Old 33, Extension 0
As described on Certificate of Title 126410701

(nnn) the property located at 753 Rae Street and legally described as:

Surface Parcel 109600499
Lot 14
Block 10
Plan H4670, Extension 0
As described on Certificate of Title 144585579

(ooo) the property located at 1236 Rae Street and legally described as:

Surface Parcel 111738281
Lot 29
Block 148
Plan 101206099, Extension 11
As described on Certificate of Title 145566546

(ppp) the property located at 1548 Rae Street and legally described as:

Surface Parcel 109581880
Lot 18
Block 236
Plan Old 33, Extension 0
As described on Certificate of Title 146302129

(qqq) the property located at 2331 Reynolds Street and legally described as:

Surface Parcel 107163659
Lot 8
Block 79
Plan DV270, Extension 0
As described on Certificate of Title 144427754

(rrr) the property located at 2760 Reynolds Street and legally described as:

Surface Parcel 107185024
Lot 25
Block 52
Plan U2439, Extension 0
As described on Certificate of Title 146821170

(sss) the property located at 326 Scarth Street and legally described as:

Surface Parcel 107139685
Lot 34
Block 21
Plan AW3306, Extension 0
As described on Certificate of Title 145646039

Surface Parcel 112369596
Lot 35
Block 21
Plan AW3306, Extension 10
As described on Certificate of Title 145646062

(ttt) the property located at 5237 Squires Road and legally described as:

Surface Parcel 202734097
Lot 9
Block 45
Plan 102111152, Extension 0
As described on Certificate of Title 146474938

(uuu) the property located at 463 Toronto Street and legally described as:

Surface Parcel 107095664
Lot 15
Block 11
Plan F4996, Extension 0
As described on Certificates of Title 145656906 and 145656928

Surface Parcel 111872358
Lot 41
Block 11
Plan 101252506, Extension 1
As described on Certificates of Title 145656872 and 145656894

(vvv) the property located at 5430 Universal Crescent and legally described as:

Surface Parcel 166223459
Lot 36
Block 39
Plan 102100206, Extension 0
As described on Certificate of Title 143634360

(www) the property located at 510 University Park Drive and legally described as:

Surface Parcel 161406547
Block G
Plan 101875530, Extension 0
As described on Certificate of Title 144963311

(xxx) the property located at 2826 Victoria Avenue and legally described as:

Surface Parcel 202971900
Lot 48
Block 339
Plan 102159020, Extension 0
As described on Certificate of Title 146803349

(yyy) the property located at 2828 Victoria Avenue and legally described as:

Surface Parcel 202971898
Lot 47
Block 339
Plan 102159020, Extension 0
As described on Certificate of Title 146777293

(zzz) the property located at 345 Wascana Street – Elder’s Lodge and legally described as:

Surface Parcel 165246958
Block A
Plan 102057465, Extension 0
As described on Certificate of Title 141040257

Surface Parcel 165246936

Block B
 Plan 102057465, Extension 0
 As described on Certificate of Title 141040213

(aaaa) the property located at 1125 Wascana Street and legally described as:

Surface Parcel 109527992
 Lot 7
 Block 101
 Plan DV4404, Extension 0
 As described on Certificate of Title 145566805

- 9 The following property is exempt from taxation equal to 90 percent of the property taxes otherwise payable on each property, commencing January 1, 2016 and concluding December 31, 2020, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for the property located at 234 Ottawa Street and legally described as:

Surface Parcel 107157292
 Lot 31
 Block 29
 Plan AY5450, Extension 0
 As described on Certificate of Title 145240376

- 10 The following property is exempt from taxation equal to the lesser of \$7,500 or 100 percent of the property taxes otherwise payable on the residential portion of the property, commencing January 1, 2016 and concluding December 31, 2020, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for the property located at 202 – 1708 8th Avenue and legally described as:

Condominium Parcel 161594680
 Unit 6
 Condominium Plan 101889658, Extension 0
 As described on Certificate of Title 139336218

- 11 The exemptions in section 3 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule “A”.
- 12 The exemptions in sections 4 and 5 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule “B”.
- 13 The exemptions in section 6 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule “C”.
- 14 The exemptions in section 7 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule “D”.

- 15 The exemptions in section 8 shall be governed by the form of Tax Exemption Agreement and attached hereto as Schedule "E".
- 16 The exemptions in section 9 shall be governed by the form of Tax Exemption Agreement and attached hereto as Schedule "F".
- 17 The exemption in section 10 shall be governed by the form of Tax Exemption Agreement and attached hereto as Schedule "G".
- 18 The exemptions in sections 3, 4, 5, 6, 7, 8, 9 and 10 shall apply to a subsequent owner of an exempt property if the new owner is eligible under the Housing Incentive Policy or the Downtown Residential Incentive Policy and complies with the terms of the applicable Tax Exemption Agreement.
- 19 The City Clerk is authorized to sign and seal the Agreements referred to in sections 3, 4, 5, 6, 7, 8, 9 and 10 on behalf of the City of Regina.

Coming Into Force

- 20 This Bylaw comes into force on the day of passage of the Bylaw, or on the date the Agreement is executed, whichever is later.

READ A FIRST TIME THIS 29th DAY OF February 2016.

READ A SECOND TIME THIS 29th DAY OF February 2016.

READ A THIRD TIME AND PASSED THIS 29th DAY OF February 2016.

Mayor

City Clerk

(SEAL)

CERTIFIED A TRUE COPY

City Clerk

Schedule "A"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM - SINGLE FAMILY DWELLING
INCOME ELIGIBLE HOUSEHOLDS
2014 Housing Incentives
Street Address, Regina, Saskatchewan**

Agreement dated _____, 20____
(City Clerk to put in date)

Between:

**THE CITY OF REGINA
(the "City")**

- and -

"Full Name of Owner"
(the "Owner")

The Parties agree as follows:

Definitions

1 "City Assessor" means the City of Regina City Assessor or his or her designate;

"Executive Director" means the City's Executive Director of City Planning and Development or his/her designate.

"Property" means the real property located at "Street Address" and legally described as:

"Insert Legal Description"

Tax Exemption

2(1) Upon the Owner having met all of the qualifications as an eligible purchase of a property which has received a grant under the City's Affordable Housing Capital Contribution program including that the Owner meets the income eligibility requirements set out in Appendix A of that Agreement and pursuant to subsection 262(4) of *The Cities Act*, and subject to the terms of this Agreement, the City grants an exemption from taxation on the Property equal to _____ % of the property taxes levied with respect to the Property, commencing "Date and Year", and concluding "Date and Year", on the condition that the Owner obtain an occupancy permit for the Property by October 31, 2015.

- (2) If the Owner fails to obtain an occupancy permit by October 31, 2015, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2016 will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director will conclusively determine whether or not the Owner has adhered to the deadline for obtaining an occupancy permit as well as any of the other requirements set out in this Agreement.
- (4) The Executive Director has the sole discretion and authority to allow extensions of the deadline outlined in this section if the Owner makes a written request for an extension addressed to the Executive Director.
- (5) Where the Executive Director allows for an extension, the extension and the terms of conditions of this extension must be set out in writing.
- (6) Where an extension of the deadlines had been allowed by the Executive Director and the Owner has failed to comply with the deadline set out in the extension, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2016 and any subsequent years will become due and owing.

Terms and Conditions of Exemption

- 3(1) The exemption does not apply to portions of the Property used or intended to be used for non-residential purposes.
- (2) The exemption shall apply only to new Owner-occupied residential development constructed on the property.
- 4 The exemption from taxation does not include special taxes, local improvement levies, utility charges, development fees or other such charges or fees properly imposed by the City or other taxing authority.
- 5 The scope of the tax exemption, including calculation of any percentage or proportion and the determination of any use or cost, shall be conclusively determined by the City Assessor.

Owners' Covenants

- 6 The Owner shall promptly:
 - (a) notify the City of the date of occupancy of the property and of any occurrences which would discontinue or terminate the tax exemption;

- (b) provide the City Assessor with any information or documents requested by the City Assessor to complete and check the assessment of the Property; and
 - (c) provide the Executive Director with any information, documentation, or access to the Property requested by the Executive Director to check the progress of construction for the purposes of this Agreement;
- 7 The Owner shall obtain an occupancy permit by the deadline set out in this agreement unless this deadline has been extended in accordance with this Agreement.

Continuation

- 8 The tax exemption will continue only for so long as the Owner complies with the terms of this Agreement.

Cessation or termination

- 9(1) The tax exemption will cease if:

- (a) the Owner becomes bankrupt or insolvent or is so adjudged;
- (b) the Owner makes a general assignment for the benefit of creditors;
- (c) the Owner no longer owns the Property;
- (d) it becomes apparent that the Owner made a material misrepresentation as to his or her income eligibility as set out in the Affordable Housing Capital Contribution Agreement between the City and the vendor of the Property;
- (e) the Property is no longer occupied exclusively by the Owner and his immediate family as a residential dwelling unit, unless such change has been expressly approved in writing by the Executive Director;
- (f) the improvements on the Property do not conform to all civic and provincial laws governing the construction and use of the improvements, including any zoning bylaws and *The Uniform Building and Accessibility Standards Act*; or
- (g) the Owner does not keep the taxes current on portions of the property which are not exempt;

- (2) If the tax exemption ceases by reason of an event in subsection (1), the full amount of the taxes on the Property for the year in which the event occurred and any subsequent years will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director may terminate this Agreement by written notice to the Owner, if the Owner fails to meet any obligation under this Agreement or violates any provision under this Agreement.

Notices

- 10(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by prepaid registered mail, addressed:

To the City:

Executive Director, City Planning and Development
2476 Victoria Avenue
PO Box 1790
Regina, Saskatchewan S4P 3C8

To the Owner:

"Name of Owner"
"Address of Owner"

or to such alternate address as either Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to the subsection (1), it is deemed to be given on the third business day after the date of such mailing.
- (3) If postal service is interrupted or substantially delayed, any notice shall be hand-delivered.

Notification of Sale of Property

- 11(1) The Owner will notify the Executive Director in writing within 15 days prior to the transfer of the title in the event that the Property is sold.
- (2) This agreement is not transferrable to a subsequent Owner.

Amendments

- 12(1) The Agreement may be amended by written agreement between the Parties.

- (2) For the purposes of subsection (1), the Executive Director may authorize any amendments to the Agreement.

General

- 13 In the event that this Agreement or any part of it is found to be invalid or ultra vires of Council, then the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise have been granted to the Owner.
- 14 This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered to all of the Parties shall be deemed to be and shall be read as a single agreement among the Parties. In addition, execution of this Agreement by any of the Parties may be evidenced by way of a faxed transmission of such Party's signature (which signature may be by separate counterpart), or photocopy of such faxed transmission, and such faxed signature, or photocopy of such faxed signature, shall be deemed to constitute the original signature of such Party of this Agreement.
- 15 Any Party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.
- 16 This Agreement shall not become effective until adopted by bylaw of the Council of the City and fully executed by all parties to the Agreement.

IN WITNESS WHEREOF, each Party has executed this Agreement on the date indicated below.

CITY OF REGINA

{seal}

City Clerk

Witness

"Full name of Owner"

AFFIDAVIT OF EXECUTION

CANADA)
 PROVINCE OF SASKATCHEWAN)

I, "Full Name of Witness", of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see "Full Name of Owner" named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein;
- 2 The same was executed at Regina, Saskatchewan, on _____ , 20____, and that I am the subscribing witness thereto;
- 3 I know "Full Name of Owner", and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
 Regina, Saskatchewan,)
 on _____ 20____.)
)
)
 _____)

 Signature of Witness

A COMMISSIONER FOR OATHS in
 and for the Province of Saskatchewan OR
 Being a Solicitor.
 My Commission expires _____

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

Schedule "B"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM – SINGLE FAMILY DWELLING
GRANDFATHERED – 2012 Housing Incentives Policy
Street Address, Regina, Saskatchewan**

Agreement dated _____, 20____
(City Clerk to put in date)

Between:

**THE CITY OF REGINA
(the "City")**

- and -

"Full Name of Owner"
(the "Owner")

The Parties agree as follows:

Definitions

1 **"City Assessor"** means the City of Regina City Assessor or his or her designate;

"Executive Director" means the City's Executive Director, City Planning and Development or his/her designate.

"Property" means the real property located at "Street Address" and legally described as:

"Insert Legal Description"

Tax Exemption

2(1) Pursuant to subsection 262(4) of *The Cities Act*, and subject to the terms of this Agreement, the City grants an exemption from taxation on the Property equal to _____ percent of the property taxes levied with respect to the Property, commencing "Date and Year", and concluding "Date and Year", on the condition that the Owner obtain an occupancy permit for the Property by October 31, 2015.

(2) If the Owner fails to obtain an occupancy permit by October 31, 2015, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2016 will become due and owing as of the date of the termination, including any penalties incurred.

- (3) The Executive Director will conclusively determine whether or not the Owner has adhered to the deadline for obtaining an occupancy permit as well as any of the other requirements set out in this Agreement.
- (4) The Executive Director has the sole discretion and authority to allow extensions of the deadline outlined in this section if the Owner makes a written request for an extension addressed to the Executive Director.
- (5) Where the Executive Director allows for an extension, the extension and the terms of conditions of this extension must be set out in writing.
- (6) Where an extension of the deadlines had been allowed by the Executive Director and the Owner has failed to comply with the deadline set out in the extension, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2016 and any subsequent years will become due and owing.

Terms and Conditions of Exemption

- 3(1) The exemption does not apply to portions of the Property used or intended to be used for non-residential purposes.
- (2) The exemption shall apply only to new Owner-occupied infill residential development constructed on the Property.
- 4 The exemption from taxation does not include special taxes, local improvement levies, utility charges, development fees or other such charges or fees properly imposed by the City or other taxing authority.
- 5 The scope of the tax exemption, including calculation of any percentage or proportion and the determination of any use or cost, shall be conclusively determined by the City Assessor.

Owners' Covenants

- 6 The Owner shall promptly:
 - (a) notify the City of the date of occupancy of the property and of any occurrences which would discontinue or terminate the tax exemption;
 - (b) provide the City Assessor with any information or documents requested by the City Assessor to complete and check the assessment of the Property;
and

- (c) provide the Executive Director with any information, documentation, or access to the Property requested by the Executive Director to check the progress of construction for the purposes of this Agreement;
- 7 The Owner shall obtain an occupancy permit by the deadline set out in this agreement unless this deadline has been extended in accordance with this Agreement.

Continuation

- 8 The tax exemption will continue only for so long as the Owner complies with the terms of this Agreement.

Cessation or termination

- 9(1) The tax exemption will cease if:
- (a) the Owner becomes bankrupt or insolvent or is so adjudged;
 - (b) the Owner makes a general assignment for the benefit of creditors;
 - (c) the Property is no longer occupied exclusively by the Owner and his immediate family as a residential dwelling unit, unless such change has been expressly approved in writing by the Manager;
 - (d) the improvements on the Property do not conform to all civic and provincial laws governing the construction and use of the improvements, including any zoning bylaws and *The Uniform Building and Accessibility Standards Act*; or
 - (e) the Owner does not keep the taxes current on portions of the property which are not exempt;
- (2) If the tax exemption ceases by reason of an event in subsection (1), the full amount of the taxes on the Property for the year in which the event occurred and any subsequent years will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director may terminate this Agreement by written notice to the Owner, if the Owner fails to meet any obligation under this Agreement or violates any provision under this Agreement.

Notices

- 10(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by prepaid registered mail, addressed:

To the City:

Executive Director, City Planning and Development
2476 Victoria Avenue
PO Box 1790
Regina, Saskatchewan S4P 3C8

To the Owner:

"Name of Owner"
"Address of Owner"

or to such alternate address as either Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to the subsection (1), it is deemed to be given on the third business day after the date of such mailing.
- (3) If postal service is interrupted or substantially delayed, any notice shall be hand-delivered.

Notification of Sale of Property

- 11(1) The Owner will notify the Executive Director in writing within 15 days prior to the transfer of the title in the event that the Property is sold.
- (2) This agreement is not transferrable to a subsequent Owner.

Amendments

- 12(1) The Agreement may be amended by written agreement between the Parties.
- (2) For the purposes of subsection (1), the Executive Director may authorize any amendments to the Agreement.

General

- 13 In the event that this Agreement or any part of it is found to be invalid or ultra vires of Council, then the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise have been granted to the Owner.
- 14 This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered to all of the Parties shall be deemed to be and shall be read as a single agreement among the Parties. In addition, execution of this Agreement by any of the Parties may be evidenced by way of a faxed transmission of such Party's signature (which signature may be by separate counterpart), or photocopy of such faxed transmission, and such faxed signature, or photocopy of such faxed signature, shall be deemed to constitute the original signature of such Party of this Agreement.
- 15 Any Party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.
- 16 This Agreement shall not become effective until adopted by bylaw of the Council of the City and fully executed by all parties to the Agreement.

IN WITNESS WHEREOF, each Party has executed this Agreement on the date indicated below.

CITY OF REGINA

{seal}

City Clerk

Witness

"Full name of Owner"

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)

I, "Full Name of Witness", of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see "Full Name of Owner" named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein;
- 2 The same was executed at Regina, Saskatchewan, on _____, 20__, and that I am the subscribing witness thereto;
- 3 I know "Full Name of Owner", and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
Regina, Saskatchewan,)
on _____ 20__.)
)
)
)

Signature of Witness

A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan OR
Being a Solicitor.
My Commission expires _____

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

Schedule "C"

**TAX EXEMPTION AGREEMENT
DOWNTOWN RESIDENTIAL INCENTIVE PROGRAM
2012 Housing Incentives Policy
Street Address, Regina, Saskatchewan**

Agreement dated _____, 20____
(City Clerk to put in date)

Between:

**THE CITY OF REGINA
(the "City")**

- and -

"Full Name of Owner"
(the "Owner")

The Parties agree as follows:

Definitions

1 **"City Assessor"** means the City of Regina City Assessor or his or her designate;

"Executive Director" means the City's Executive Director, City Planning and Development or his/her designate.

"Property" means the real property located at "Street Address" and legally described as:

"Insert Legal Description"

Tax Exemption

2(1) Pursuant to subsection 262(4) of *The Cities Act*, and subject to the terms of this Agreement, the City grants an exemption from taxation on the Property equal to _____ percent of the property taxes levied with respect to the Property, commencing "Date and Year", and concluding "Date and Year", on the condition that the Owner obtain an occupancy permit for the Property by October 31, 2015.

(2) If the Owner fails to obtain an occupancy permit by October 31, 2015, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2016 will become due and owing as of the date of the termination, including any penalties incurred.

- (3) The Executive Director will conclusively determine whether or not the Owner has adhered to the deadline for obtaining an occupancy permit as well as any of the other requirements set out in this Agreement.
- (4) The Executive Director has the sole discretion and authority to allow extensions of the deadline outlined in this section if the Owner makes a written request for an extension addressed to the Executive Director.
- (5) Where the Executive Director allows for an extension, the extension and the terms of conditions of this extension must be set out in writing.
- (6) Where an extension of the deadlines had been allowed by the Executive Director and the Owner has failed to comply with the deadline set out in the extension, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2016 and any subsequent years will become due and owing.

Terms and Conditions of Exemption

- 3(1) The exemption does not apply to portions of the Property used or intended to be used for non-residential purposes.
- (2) The exemption shall apply only to new infill residential development or the conversion of existing buildings to residential purposes.
- 4 The exemption from taxation does not include special taxes, local improvement levies, utility charges, development fees or other such charges or fees properly imposed by the City or other taxing authority.
- 5 The scope of the tax exemption, including calculation of any percentage or proportion and the determination of any use or cost, shall be conclusively determined by the City Assessor.

Owners' Covenants

- 6 The Owner shall promptly:
 - (a) notify the City of the date of occupancy of the property and of any occurrences which would discontinue or terminate the tax exemption;
 - (b) provide the City Assessor with any information or documents requested by the City Assessor to complete and check the assessment of the Property;
and

- (c) provide the Executive Director with any information, documentation, or access to the Property requested by the Executive Director to check the progress of construction for the purposes of this Agreement;
- 7 The Owner shall obtain an occupancy permit by the deadline set out in this agreement unless this deadline has been extended in accordance with this Agreement.

Continuation

- 8 The tax exemption will continue only for so long as the Owner complies with the terms of this Agreement.

Cessation or termination

- 9(1) The tax exemption will cease if:
- (a) the Owner becomes bankrupt or insolvent or is so adjudged;
 - (b) the Owner makes a general assignment for the benefit of creditors;
 - (c) the Property is no longer used as a residential dwelling unit, unless such change has been expressly approved in writing by the Executive Director;
 - (d) the improvements on the Property do not conform to all civic and provincial laws governing the construction and use of the improvements, including any zoning bylaws and *The Uniform Building and Accessibility Standards Act*; or
 - (e) the Owner does not keep the taxes current on portions of the property which are not exempt;
- (2) If the tax exemption ceases by reason of an event in subsection (1), the full amount of the taxes on the Property for the year in which the event occurred and any subsequent years will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director may terminate this Agreement by written notice to the Owner, if the Owner fails to meet any obligation under this Agreement or violates any provision under this Agreement.

Notices

- 10(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by prepaid registered mail, addressed:

To the City:

Executive Director, City Planning and Development
PO Box 1790
2476 Victoria Avenue
Regina, Saskatchewan S4P 3C8

To the Owner:

"Name of Owner"
"Address of Owner"

or to such alternate address as either Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to the subsection (1), it is deemed to be given on the third business day after the date of such mailing.
- (3) If postal service is interrupted or substantially delayed, any notice shall be hand-delivered.

Notification of Sale of Property

- 11(1) The Owner will notify the Executive Director in writing within 15 days prior to the transfer of the title in the event that the Property is sold.
- (2) This agreement is not assignable without the prior written consent of the City.
- (3) The City may assign this Agreement to a new Owner of the Property who satisfies the criteria established for the tax exemption.

Amendments

- 12(1) The Agreement may be amended by written agreement between the Parties.
- (2) For the purposes of subsection (1), the Executive Director may authorize any amendments to the Agreement.

General

- 13 In the event that this Agreement or any part of it is found to be invalid or ultra vires of Council, then the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise have been granted to the Owner.
- 14 This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered to all of the Parties shall be deemed to be and shall be read as a single agreement among the Parties. In addition, execution of this

Agreement by any of the Parties may be evidenced by way of a faxed transmission of such Party's signature (which signature may be by separate counterpart), or photocopy of such faxed transmission, and such faxed signature, or photocopy of such faxed signature, shall be deemed to constitute the original signature of such Party of this Agreement.

- 15 Any Party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.
- 16 This Agreement shall not become effective until adopted by bylaw of the Council of the City and fully executed by all parties to the Agreement.

IN WITNESS WHEREOF, each Party has executed this Agreement on the date indicated below.

CITY OF REGINA

{seal}

City Clerk

Witness

"Full name of Owner"

OR

"Full Name of Owner"

Per: _____ {seal} Date: _____
Authorized Signing Officer DD-MMMM-YYYY

Per: _____ {seal} Date: _____
Authorized Signing Officer DD-MMMM-YYYY

* If the corporate seal of the corporation is not affixed, then each Authorized signing Officer must fill out and execute an Affidavit of Corporate Signing Authority in the form attached to this Agreement. If there is more than one Authorized Signing Officer who must execute this Agreement, then make copies of the attached form.

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)

I, "Full Name of Witness", of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see "Full Name of Owner" named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein;
- 2 The same was executed at Regina, Saskatchewan, on _____ , 20__, and that I am the subscribing witness thereto;
- 3 I know "Full Name of Owner", and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
Regina, Saskatchewan,)
on _____ 20__ .)
)
)
)
)

Signature of Witness

A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan OR
Being a Solicitor.
My Commission expires _____

*NOTE – City employees should not sign this document as either the witness or the
Commissioner for Oaths*

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CANADA
SASKATCHEWAN

I, _____ of Regina, Saskatchewan,
Print Full Name of Signing Authority

MAKE OATH/AFFIRM AS FOLLOWS:

1. I am a Director or Officer of _____ named in the Tax Exemption Agreement to which this Affidavit is attached.
2. I am authorized by _____ to execute the Tax Exemption Agreement without affixing the Corporate Seal of the Corporation.

Sworn/Affirmed before me at _____, _____
on _____, 20____
Month Date

A Commissioner for Oaths in and for the Province of
Saskatchewan.
Being a lawyer —or—
My commission expires:

Signature of Signing Authority

NOTE – City employees should not sign this document as the Commissioner for Oaths

Schedule "D"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM –
Secondary Suites and Laneway Dwelling Units
2014 Housing Incentives Policy
Street Address, Regina, Saskatchewan**

Agreement dated _____, 20____
(City Clerk to put in date)

Between:

**CITY OF REGINA
(the "City")**

- and -

"Full Name of Owner"
(the "Owner")

The Parties agree as follows:

Definitions

1 **"City Assessor"** means the City of Regina City Assessor or his or her designate;

"Executive Director" means the City's Executive Director of City Planning and Development or his/her designate.

"Property" means the real property located at "Street Address" and legally described as:

"Insert Legal Description"

and includes any units established through a subsequent re-division of the Property;

"Unit" means the suite to be constructed on behalf of the Owner in the Property.

Tax Exemption

2(1) Pursuant to subsection 262(4) of *The Cities Act*, and subject to the terms of this Agreement, the City grants an exemption from taxation on the Property equal to _____ percent of the property taxes levied with respect to the Property, commencing "Date and Year", and concluding "Date and Year", on the condition that the Owner

obtain a Final Occupancy Permit or Letter of Completion (in the case of a suite added to an existing dwelling) issued by the Building Branch for the Property by October 31, 2015.

- (2) If the Owner fails to obtain the Final Occupancy Permit or Letter of Completion by October 31, 2015, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2016 will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director will conclusively determine whether or not the Owner has adhered to the deadline for obtaining a Final Occupancy Permit or Letter of Completion as well as any of the other requirements set out in this Agreement.
- (4) The Executive Director has the sole discretion and authority to allow extensions of the deadline outlined in this section if the Owner makes a written request for an extension addressed to the Executive Director.
- (5) Where the Executive Director allows for an extension, the extension and the terms of conditions of this extension must be set out in writing.
- (6) Where an extension of the deadlines had been allowed by the Executive Director and the Owner has failed to comply with the deadline set out in the extension, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2016 and any subsequent years will become due and owing.

Terms and Conditions of Exemption

- 3(1) The exemption does not apply to portions of the Property used or intended to be used for non-residential purposes.
- (2) The exemption shall apply only to a Secondary Suite as defined in *Zoning Bylaw No. 9250* or a Laneway Dwelling Unit approved by Council.
- (3) The exemption provided for under this agreement is being provided on the basis that the unit will be rented to individuals for no less than 5 years from the date of the commencement of the exemption.
- (4) By agreeing to maintain the property as rental for no less than 5 years, the parties acknowledge and agree that the property will not be eligible for condominium conversion for 5 years from the date of commencement of the exemption.
- (5) This section survives the termination or expiration of this agreement.

- 4 The exemption from taxation does not include special taxes, local improvement levies, utility charges, development fees or other such charges or fees properly imposed by the City or other taxing authority.
- 5 The scope of the tax exemption, including calculation of any percentage or proportion and the determination of any use or cost, shall be conclusively determined by the City Assessor.

Owners' Covenants

- 6 The Owner shall promptly:
 - (a) notify the City of the date of occupancy of the Property and of any occurrences which would discontinue or terminate the tax exemption;
 - (b) provide the City Assessor with any information or documents requested by the City Assessor to complete and check the assessment of the Property; and
 - (c) provide the Executive Director with any information, documentation, or access to the Property requested by the Executive Director to check the progress of construction for the purposes of this Agreement;
- 7 The Owner shall obtain a Final Occupancy Permit or Letter of Completion by the deadline set out in this agreement unless this deadline has been extended in accordance with this Agreement.

Continuation

- 8 The tax exemption will continue only for so long as the Owner complies with the terms of this Agreement.

Cessation or termination

- 9(1) The tax exemption will cease if:
 - (a) the Owner becomes bankrupt or insolvent or is so adjudged;
 - (b) the Owner makes a general assignment for the benefit of creditors;
 - (c) the unit in the Property is no longer rented;
 - (d) the improvements on the Property do not conform to all civic and provincial laws governing the construction and use of the improvements, including any zoning bylaws and *The Uniform Building and Accessibility Standards Act*; or

- (e) the Owner does not keep the taxes current on portions of the Property which are not exempt;
- (2) If the tax exemption ceases by reason of an event in subsection (1), the full amount of the taxes on the Property for the year in which the event occurred and any subsequent years will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director may terminate this Agreement by written notice to the Owner, if the Owner fails to meet any obligation under this Agreement or violates any provision under this Agreement.

Notices

- 10(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by prepaid registered mail, addressed:

To the City:

Executive Director, City Planning and Development
2476 Victoria Avenue
PO Box 1790
Regina, Saskatchewan S4P 3C8

To the Owner:

"Name of Owner"
"Address of Owner"

or to such alternate address as either Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to the subsection (1), it is deemed to be given on the third business day after the date of such mailing.
- (3) If postal service is interrupted or substantially delayed, any notice shall be hand-delivered.

Notification of Sale of Property

- 11(1) The Owner will notify the Executive Director in writing within 15 days prior to the transfer of the title in the event that the Property is sold.
- (2) This Agreement is not assignable without prior written consent of the City.

Amendments

- 12(1) The Agreement may be amended by written agreement between the Parties.
- (2) For the purposes of subsection (1), the Executive Director may authorize any amendments to the Agreement.

General

- 13 In the event that this Agreement or any part of it is found to be invalid or ultra vires of Council, then the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise have been granted to the Owner.
- 14 This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered to all of the Parties shall be deemed to be and shall be read as a single agreement among the Parties. In addition, execution of this Agreement by any of the Parties may be evidenced by way of a faxed transmission of such Party's signature (which signature may be by separate counterpart), or photocopy of such faxed transmission, and such faxed signature, or photocopy of such faxed signature, shall be deemed to constitute the original signature of such Party of this Agreement.
- 15 Any Party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.
- 16 This Agreement shall not become effective until adopted by bylaw of the Council of the City and fully executed by all parties to the Agreement.

IN WITNESS WHEREOF, each Party has executed this Agreement on the date indicated below.

CITY OF REGINA

{seal}

City Clerk

Witness

"Full name of Owner"

OR

"Full Name of Owner"

Per: _____ {seal} Date: _____
Authorized Signing Officer DD-MMMM-YYYY

Per: _____ {seal} Date: _____
Authorized Signing Officer DD-MMMM-YYYY

* If the corporate seal of the corporation is not affixed, then each Authorized signing Officer must fill out and execute an Affidavit of Corporate Signing Authority in the form attached to this Agreement. If there is more than one Authorized Signing Officer who must execute this Agreement, then make copies of the attached form.

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)

I, "Full Name of Witness", of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see "Full Name of Owner" named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein;
- 2 The same was executed at Regina, Saskatchewan, on _____, 20__, and that I am the subscribing witness thereto;
- 3 I know "Full Name of Owner", and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
Regina, Saskatchewan,)
on _____ 20__)
)
)
)
)

Signature of Witness

A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan OR
Being a Solicitor.
My Commission expires _____

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

OR

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY	
CANADA SASKATCHEWAN	
I, _____ of Regina, Saskatchewan, <small>Print Full Name of Signing Authority</small>	
MAKE OATH/AFFIRM AS FOLLOWS:	
1. I am a Director or Officer of _____ named in the Tax Exemption Agreement to which this Affidavit is attached.	
2. I am authorized by _____ to execute the Tax Exemption Agreement without affixing the Corporate Seal of the Corporation.	
Sworn/Affirmed before me at _____, on _____, 20____ <small>Month Date</small>	}
A Commissioner for Oaths in and for the Province of Saskatchewan. Being a lawyer —or— My commission expires:	
	Signature of Signing Authority

NOTE – City employees should not sign this document as the Commissioner for Oaths

Schedule "E"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM – 2 or more UNITS
2014 Housing Incentives Policy
Street Address, Regina, Saskatchewan**

Agreement dated _____, 20____
(City Clerk to put in date)

Between:

**CITY OF REGINA
(the "City")**

- and -

"Full Name of Owner"
(the "Owner")

The Parties agree as follows:

Definitions

1 **"City Assessor"** means the City of Regina City Assessor or his or her designate;

"Executive Director" means City's Executive Director, City Planning and Development or his/her designate.

"Property" means the real property located at "Street Address" and legally described as:

"Insert Legal Description"

and includes any units established through a subsequent re-division of the Property;

"Unit" means one of the dwelling units to be constructed on behalf of the Owner in the Property.

Tax Exemption

2(1) Pursuant to subsection 262(4) of *The Cities Act*, and subject to the terms of this Agreement, the City grants an exemption from taxation on the Property equal to _____ percent of the property taxes levied with respect to the Property, commencing "Date and Year", and concluding "Date and Year", on the condition that the Owner obtain an occupancy permit for the Property by October 31, 2015.

- (2) If the Owner fails to obtain an occupancy permit by October 31, 2015, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2016 will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director will conclusively determine whether or not the Owner has adhered to the deadline for obtaining an occupancy permit as well as any of the other requirements set out in this Agreement.
- (4) The Executive Director has the sole discretion and authority to allow extensions of the deadline outlined in this section if the Owner makes a written request for an extension addressed to the Executive Director.
- (5) Where the Executive Director allows for an extension, the extension and the terms of conditions of this extension must be set out in writing.
- (6) Where an extension of the deadlines had been allowed by the Executive Director and the Owner has failed to comply with the deadline set out in the extension, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2016 and any subsequent years will become due and owing.

Terms and Conditions of Exemption

- 3(1) The exemption does not apply to portions of the Property used or intended to be used for non-residential purposes.
- (2) The exemption shall apply only to new residential development that has two or more residential units or the redevelopment of an existing property into two or more residential units where all the units are rented.
- (3) The exemption provided for under this agreement is being provided on the basis that all the units in the Property will be rented to individuals for no less than 10 years from the date of the commencement of the exemption.
- (4) By agreeing to maintain the property as rental for no less than 10 years, the parties acknowledge and agree that the property will not be eligible for condominium conversion for 10 years from the date of commencement of the exemption.
- (5) This section survives the termination or expiration of this agreement.
- 4 The exemption from taxation does not include special taxes, local improvement levies, utility charges, development fees or other such charges or fees properly imposed by the City or other taxing authority.

- 5 The scope of the tax exemption, including calculation of any percentage or proportion and the determination of any use or cost, shall be conclusively determined by the City Assessor.

Owners' Covenants

- 6 The Owner shall promptly:
- (a) notify the City of the date of occupancy of the Property and of any occurrences which would discontinue or terminate the tax exemption;
 - (b) provide the City Assessor with any information or documents requested by the City Assessor to complete and check the assessment of the Property; and
 - (c) provide the Executive Director with any information, documentation, or access to the Property requested by the Executive Director to check the progress of construction for the purposes of this Agreement;
- 7 The Owner shall obtain an occupancy permit by the deadline set out in this agreement unless this deadline has been extended in accordance with this Agreement.

Continuation

- 8 The tax exemption will continue only for so long as the Owner complies with the terms of this Agreement.

Cessation or termination

- 9(1) The tax exemption will cease if:
- (a) the Owner becomes bankrupt or insolvent or is so adjudged;
 - (b) the Owner makes a general assignment for the benefit of creditors;
 - (c) the Property is no longer rented;
 - (d) the improvements on the Property do not conform to all civic and provincial laws governing the construction and use of the improvements, including any zoning bylaws and *The Uniform Building and Accessibility Standards Act*; or
 - (e) the Owner does not keep the taxes current on portions of the Property which are not exempt.

- (2) If the tax exemption ceases by reason of an event in subsection (1), the full amount of the taxes on the Property for the year in which the event occurred and any subsequent years will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director may terminate this Agreement by written notice to the Owner, if the Owner fails to meet any obligation under this Agreement or violates any provision under this Agreement.

Notices

- 10(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by prepaid registered mail, addressed:

To the City:

Executive Director, City Planning and Development
2476 Victoria Avenue
PO Box 1790
Regina, Saskatchewan S4P 3C8

To the Owner:

"Name of Owner"
"Address of Owner"

or to such alternate address as either Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to the subsection (1), it is deemed to be given on the third business day after the date of such mailing.
- (3) If postal service is interrupted or substantially delayed, any notice shall be hand-delivered.

Notification of Sale of Property

- 11(1) The Owner shall notify the Executive Director in writing within 15 days prior to the transfer of the title in the event that the Property is sold.
- (2) The Parties agree that the rights and obligations granted and agreed to herein shall be appurtenant to, pass with, extend and be annexed to and run with and bind the Owner's Lands and every part thereof and shall also bind the Owner and its heirs, executors, successors, assigns, lessees, sublessees and licensees, all successors in title to all or any portion of the Owner's Lands or interest therein, whether as trustee

or otherwise, and any other persons, firms, corporations or organizations having at any time any right of use, occupancy or possession of all or any portion of the Owner's Lands. The City may, at the City's own expense, register in the Saskatchewan Land Registry an interest in land based on this Agreement as against the title(s) to the Owner's Lands.

- (3) This Agreement shall enure to the benefit of and be binding upon the parties and their heirs, executors, successors and permitted assigns. The rights and obligations of each party shall not be assignable unless such assignment has been consented to by each of the other parties, whose consent may in the unfettered discretion of such parties be withheld. Any transferee of any shares in the capital of a party that is a corporation shall be deemed to be a party to this Agreement and shall be governed hereby in the same manner and to the same extent as the parties which are signatory hereto. The Owner agrees that it shall cause any transferee, nominee or agent having been transferred an ownership interest in and to the lands (a **"Permitted Transferee"**) to assume and be bound by all of the terms and obligations contained in this Agreement as if such Permitted Transferee had entered into this Agreement in the place and stead of the Owner.

Amendments

- 12(1) The Agreement may be amended by written agreement between the Parties.
- (2) For the purposes of subsection (1), the Executive Director may authorize any amendments to the Agreement.

General

- 13 In the event that this Agreement or any part of it is found to be invalid or ultra vires of Council, then the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise have been granted to the Owner.
- 14 This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered to all of the Parties shall be deemed to be and shall be read as a single agreement among the Parties. In addition, execution of this Agreement by any of the Parties may be evidenced by way of a faxed transmission of such Party's signature (which signature may be by separate counterpart), or photocopy of such faxed transmission, and such faxed signature, or photocopy of such faxed signature, shall be deemed to constitute the original signature of such Party of this Agreement.
- 15 Any Party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.

16 This Agreement shall not become effective until adopted by bylaw of the Council of the City and fully executed by all parties to the Agreement.

In witness whereof the Parties have executed the Agreement on the date first written above.

CITY OF REGINA

{seal}

City Clerk

Witness

"Full name of Owner"

OR

"Full Name of Owner"

Per:_____
Authorized Signing Officer

{seal}

Date:_____
DD-MMMM-YYYY

Per:_____
Authorized Signing Officer

{seal}

Date:_____
DD-MMMM-YYYY

* If the corporate seal of the corporation is not affixed, then each Authorized signing Officer must fill out and execute an Affidavit of Corporate Signing Authority in the form attached to this Agreement. If there is more than one Authorized Signing Officer who must execute this Agreement, then make copies of the attached form.

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)

I, "Full Name of Witness", of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see "Full Name of Owner" named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein;
- 2 The same was executed at Regina, Saskatchewan, on _____, 20__, and that I am the subscribing witness thereto;
- 3 I know "Full Name of Owner", and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
Regina, Saskatchewan,)
on _____ 20__)
)
)
)
)

Signature of Witness

A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan OR
Being a Solicitor.
My Commission expires _____

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

OR

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY	
CANADA SASKATCHEWAN	
I, _____ of Regina, Saskatchewan, <small>Print Full Name of Signing Authority</small>	
MAKE OATH/AFFIRM AS FOLLOWS:	
1. I am a Director or Officer of _____ named in the Tax Exemption Agreement to which this Affidavit is attached.	
2. I am authorized by _____ to execute the Tax Exemption Agreement without affixing the Corporate Seal of the Corporation.	
Sworn/Affirmed before me at _____, _____ on _____, 20____ <small>Month Date</small>	
A Commissioner for Oaths in and for the Province of Saskatchewan. Being a lawyer —or— My commission expires:	Signature of Signing Authority

NOTE – City employees should not sign this document as the Commissioner for Oaths

Schedule "F"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM – 2 or more UNITS
Grandfathered – 2012 Housing Incentives Policy
Street Address, Regina, Saskatchewan**

Agreement dated _____, 20____
(City Clerk to put in date)

Between:

**CITY OF REGINA
(the "City")**

- and -

"Full Name of Owner"
(the "Owner")

The Parties agree as follows:

Definitions

1 **"City Assessor"** means the City of Regina City Assessor or his or her designate;

"Executive Director" means the City's Executive Director, City Planning and Development or his/her designate.

"Property" means the real property located at "Street Address" and legally described as:

"Insert Legal Description"

and includes any units established through a subsequent re-division of the Property;

"Unit" means one of the dwelling units to be constructed on behalf of the Owner in the Property.

Tax Exemption

2(1) Pursuant to subsection 262(4) of *The Cities Act*, and subject to the terms of this Agreement, the City grants an exemption from taxation on the Property equal to _____ percent of the property taxes levied with respect to the Property, commencing "Date and Year", and concluding "Date and Year", on the condition that the Owner obtain an occupancy permit for the Property by October 31, 2015.

- (2) If the Owner fails to obtain an occupancy permit by October 31, 2015, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2016 will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director will conclusively determine whether or not the Owner has adhered to the deadline for obtaining an occupancy permit as well as any of the other requirements set out in this Agreement.
- (4) The Executive Director has the sole discretion and authority to allow extensions of the deadline outlined in this section if the Owner makes a written request for an extension addressed to the Executive Director.
- (5) Where the Executive Director allows for an extension, the extension and the terms of conditions of this extension must be set out in writing.
- (6) Where an extension of the deadlines had been allowed by the Executive Director and the Owner has failed to comply with the deadline set out in the extension, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2016 and any subsequent years will become due and owing.

Terms and Conditions of Exemption

- 3(1) The exemption does not apply to portions of the Property used or intended to be used for non-residential purposes.
- (2) The exemption shall apply only to new residential development that has two or more residential units or the redevelopment of an existing property into two or more residential units where all the units are rented.
- (3) The exemption provided for under this agreement is being provided on the basis that all the units in the Property will be rented to individuals for no less than 10 years from the date of the commencement of the exemption.
- (4) By agreeing to maintain the property as rental for no less than 10 years, the parties acknowledge and agree that the property will not be eligible for condominium conversion for 10 years from the date of commencement of the exemption.
- (5) This section survives the termination or expiration of this agreement.
- 4 The exemption from taxation does not include special taxes, local improvement levies, utility charges, development fees or other such charges or fees properly imposed by the City or other taxing authority.

- 5 The scope of the tax exemption, including calculation of any percentage or proportion and the determination of any use or cost, shall be conclusively determined by the City Assessor.

Owners' Covenants

- 6 The Owner shall promptly:
- (a) notify the City of the date of occupancy of the Property and of any occurrences which would discontinue or terminate the tax exemption;
 - (b) provide the City Assessor with any information or documents requested by the City Assessor to complete and check the assessment of the Property; and
 - (c) provide the Executive Director with any information, documentation, or access to the Property requested by the Executive Director to check the progress of construction for the purposes of this Agreement;
- 7 The Owner shall obtain an occupancy permit by the deadline set out in this agreement unless this deadline has been extended in accordance with this Agreement.

Continuation

- 8 The tax exemption will continue only for so long as the Owner complies with the terms of this Agreement.

Cessation or termination

- 9(1) The tax exemption will cease if:
- (a) the Owner becomes bankrupt or insolvent or is so adjudged;
 - (b) the Owner makes a general assignment for the benefit of creditors;
 - (c) the property is no longer rented;
 - (d) the improvements on the Property do not conform to all civic and provincial laws governing the construction and use of the improvements, including any zoning bylaws and *The Uniform Building and Accessibility Standards Act*; or
 - (e) the Owner does not keep the taxes current on portions of the Property which are not exempt.

- (2) If the tax exemption ceases by reason of an event in subsection (1), the full amount of the taxes on the Property for the year in which the event occurred and any subsequent years will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director may terminate this Agreement by written notice to the Owner, if the Owner fails to meet any obligation under this Agreement or violates any provision under this Agreement.

Notices

- 10(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by prepaid registered mail, addressed:

To the City:

Executive Director, City Planning and Development
2476 Victoria Avenue
PO Box 1790
Regina, Saskatchewan S4P 3C8

To the Owner:

"Name of Owner"
"Address of Owner"

or to such alternate address as either Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to the subsection (1), it is deemed to be given on the third business day after the date of such mailing.
- (3) If postal service is interrupted or substantially delayed, any notice shall be hand-delivered.

Notification of Sale of Property

- 11(1) The Owner shall notify the Executive Director in writing within 15 days prior to the transfer of the title in the event that the Property is sold.
- (2) This agreement is not transferrable to a subsequent Owner.

Amendments

- 12(1) The Agreement may be amended by written agreement between the Parties.

- (2) For the purposes of subsection (1), the Executive Director may authorize any amendments to the Agreement.

General

- 13 In the event that this Agreement or any part of it is found to be invalid or ultra vires of Council, then the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise have been granted to the Owner.
- 14 This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered to all of the Parties shall be deemed to be and shall be read as a single agreement among the Parties. In addition, execution of this Agreement by any of the Parties may be evidenced by way of a faxed transmission of such Party's signature (which signature may be by separate counterpart), or photocopy of such faxed transmission, and such faxed signature, or photocopy of such faxed signature, shall be deemed to constitute the original signature of such Party of this Agreement.
- 15 Any Party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.
- 16 This Agreement shall not become effective until adopted by bylaw of the Council of the City and fully executed by all parties to the Agreement.

In witness whereof the Parties have executed the Agreement on the date first written above.

CITY OF REGINA

{seal}

City Clerk

Witness

"Full name of Owner"

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)

I, "Full Name of Witness", of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see "Full Name of Owner" named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein;
- 2 The same was executed at Regina, Saskatchewan, on _____ , 20___, and that I am the subscribing witness thereto;
- 3 I know "Full Name of Owner", and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
Regina, Saskatchewan,)
on _____ 20___)
)
)
)

Signature of Witness

A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan OR
Being a Solicitor.
My Commission expires _____

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

Schedule "G"

**WAREHOUSE RESIDENTIAL TAX EXEMPTION AGREEMENT (2014 Policy)
HOUSING INCENTIVE PROGRAM
Street Address, Regina, Saskatchewan**

Agreement dated _____, 20____
(City Clerk to put in date)

Between:

**CITY OF REGINA
(the "City")**

- and -

"Full Name of Owner"
(the "Owner")

The Parties agree as follows:

Definitions

1 **"City Assessor"** means the City of Regina City Assessor or his or her designate;

"Executive Director" means the City's Executive Director of City Planning and Development or his/her designate.

"Property" means the real property located at "Street Address" and legally described as:

"Insert Legal Description"

and includes any units established through a subsequent re-division of the Property;

"Unit" means one of the dwelling units to be constructed on behalf of the Owner in the Property.

Tax Exemption

2(1) Pursuant to subsection 262(4) of *The Cities Act*, and subject to the terms of this Agreement, the City grants an exemption from taxation on the Property equal to the lesser of \$7,500 or _____ percent of the property taxes levied with respect to the residential portion of the Property, commencing "Date and Year", and concluding "Date and Year", on the condition that the Owner obtain an occupancy permit for the Property by October 31, 2015.

- (2) If the Owner fails to obtain an occupancy permit by October 31, 2015, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2016 will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director will conclusively determine whether or not the Owner has adhered to the deadline for obtaining an occupancy permit as well as any of the other requirements set out in this Agreement.
- (4) The Executive Director has the sole discretion and authority to allow extensions of the deadline outlined in this section if the Owner makes a written request for an extension addressed to the Executive Director.
- (5) Where the Executive Director allows for an extension, the extension and the terms of conditions of this extension must be set out in writing.
- (6) Where an extension of the deadlines had been allowed by the Executive Director and the Owner has failed to comply with the deadline set out in the extension, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2016 and any subsequent years will become due and owing.

Terms and Conditions of Exemption

- 3(1) The exemption does not apply to portions of the Property used or intended to be used for non-residential purposes.
- (2) The exemption shall apply only to new Owner-occupied residential development constructed on the Property.
- 4 The exemption from taxation does not include special taxes, local improvement levies, utility charges, development fees or other such charges or fees properly imposed by the City or other taxing authority.
- 5 The scope of the tax exemption, including calculation of any percentage or proportion and the determination of any use or cost, shall be conclusively determined by the City Assessor subject to any statutory right of appeal.

Owners' Covenants

- 6 The Owner shall promptly:
 - (a) notify the City of the date of occupancy of the Property and of any occurrences which would discontinue or terminate the tax exemption;

- (b) provide the City Assessor with any information or documents requested by the City Assessor to complete and check the assessment of the Property; and
 - (c) provide the Executive Director with any information, documentation, or access to the Property requested by the Executive Director to check the progress of construction for the purposes of this Agreement;
- 7 The Owner shall obtain an occupancy permit by the deadline set out in this agreement unless this deadline has been extended in accordance with this Agreement.

Continuation

- 8 The tax exemption will continue only for so long as the Owner complies with the terms of this Agreement.

Cessation or termination

- 9(1) The tax exemption will cease if:
- (a) the Owner becomes bankrupt or insolvent or is so adjudged;
 - (b) the Owner makes a general assignment for the benefit of creditors;
 - (c) the Owner sells the Property and there is no assignment of this Agreement;
 - (d) the Property is no longer used as a residential dwelling unit;
 - (e) the improvements on the Property do not conform to all civic and provincial laws governing the construction and use of the improvements, including any zoning bylaws and *The Uniform Building and Accessibility Standards Act*; or
 - (f) the Property is no longer occupied exclusively by the Owner and his or her immediate family as a residential dwelling unit; or
 - (g) the Owner does not keep the taxes current on portions of the Property which are not exempt.
- (2) If the tax exemption ceases by reason of an event in Subsection (1), the full amount of the taxes on the Property for the year in which the event occurred and any subsequent years will become due and owing as of the date of the termination, including any penalties incurred.

- (3) The Executive Director may terminate this Agreement by written notice to the Owner, if the Owner fails to meet any obligation under this Agreement or violates any provision under this Agreement.

Notices

- 10(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by prepaid registered mail, addressed:

To the City:

Executive Director of City Planning and Development
2476 Victoria Avenue
PO Box 1790
Regina, Saskatchewan S4P 3C8

To the Owner:

"Name of Owner"
"Address of Owner"

or to such alternate address as either Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to the subsection (1), it is deemed to be given on the third business day after the date of such mailing.
- (3) If postal service is interrupted or substantially delayed, any notice shall be hand-delivered.

Notification of Sale of Property

- 11(1) The Owner shall notify the Executive Director in writing within 15 days prior to the transfer of the title in the event that the Property is sold.
- (2) This agreement is not assignable without the prior written consent of the City.
- (3) The City may assign this Agreement to a new Owner of the Property who satisfies the criteria established for the tax exemption.

Amendments

- 12(1) The Agreement may be amended by written agreement between the Parties.
- (2) For the purposes of Subsection (1), the Executive Director may authorize any amendments to the Agreement.

General

- 13 In the event that this Agreement or any part of it is found to be invalid or ultra vires of Council, then the City shall not be liable to the Owner for any amount of the tax exemption which would have otherwise have been granted to the Owner.
- 14 This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered to all of the Parties shall be deemed to be and shall be read as a single agreement among the Parties. In addition, execution of this Agreement by any of the Parties may be evidenced by way of a faxed transmission of such Party's signature (which signature may be by separate counterpart), or photocopy of such faxed transmission, and such faxed signature, or photocopy of such faxed signature, shall be deemed to constitute the original signature of such Party of this Agreement.
- 15 Any Party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.
- 16 This Agreement shall not become effective until adopted by bylaw of the Council of the City and fully executed by all parties to the Agreement.

In witness whereof the Parties have executed the Agreement on the date first written above.

CITY OF REGINA

{seal}

City Clerk

Witness

"Full name of Owner"

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)

I, "Full Name of Witness", of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see "Full Name of Owner" named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein;
- 2 The same was executed at Regina, Saskatchewan, on _____, 20__, and that I am the subscribing witness thereto;
- 3 I know "Full Name of Owner", and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
Regina, Saskatchewan,)
on _____ 20__)
)
)
)

Signature of Witness

A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan OR
Being a Solicitor.
My Commission expires _____

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

ABSTRACT

BYLAW NO. 2016-5

THE HOUSING INCENTIVE PROGRAM TAX EXEMPTION BYLAW, 2016

PURPOSE: To provide a Housing Incentive Tax Exemption to the owners of properties that qualify under the City of Regina's Housing Incentives Policy and the Downtown Residential Incentive Policy.

ABSTRACT: The Bylaw provides a tax exemption for the years 2016 to 2020 or 2016 to 2018 for the properties located at 101 4102 3rd Avenue N., 102 4102 3rd Avenue No., 103 4102 3rd Avenue N., 104 4102 3rd Avenue N., 105 4102 3rd Avenue N., 106 4102 3rd Avenue N., 107 4102 3rd Avenue N., 108 4102 3rd Avenue N., 109 4102 3rd Avenue N., 129 1920 E 7th Avenue, 131 1920 E 7th Avenue, 132 1920 E 7th Avenue, 136 1920 E 7th Avenue, 139 1920 E 7th Avenue, 140 1920 E 7th Avenue, 141 1920 E 7th Avenue, 145 1920 E 7th Avenue, 146 1920 E 7th Avenue, 55 5625 Aerodrome Road, 56 A 5625 Aerodrome Road, 56 B 5625 Aerodrome Road, 57 B 5625 Aerodrome Road, 58 5625 Aerodrome Road, 47 5635 Aerodrome Road, 48 A 5635 Aerodrome Road, 49 A 5635 Aerodrome Road, 49 B Aerodrome Road, 50 5635 Aerodrome Road, 51 5635 Aerodrome Road, 52 5635 Aerodrome Road, 53 5635 Aerodrome Road, 38 A 5655 Aerodrome Road, 39 A 5655 Aerodrome Road, 40 B 5655 Aerodrome Road, 41 5655 Aerodrome Road, 42 5655 Aerodrome Road, 43 5655 Aerodrome Road, 101 3440 Avonhurst Drive, 104 3440 Avonhurst Drive, 202 3440 Avonhurst Drive, 203 3440 Avonhurst Drive, 204 3440 Avonhurst Drive, 301 3440 Avonhurst Drive, 303 3440 Avonhurst Drive, 305 3440 Avonhurst Drive, 401 3440 Avonhurst Drive, 403 3440 Avonhurst Drive, 501 3440 Avonhurst Drive, 502 3440 Avonhurst Drive, 504 3440 Avonhurst Drive, 601 3440 Avonhurst Drive, 602 3440 Avonhurst Drive, 603 3440 Avonhurst Drive, 604 3440 Avonhurst Drive, 605 3440 Avonhurst Drive, 28 4533 Delhay Way, 29 4533 Delhay Way, 33 A 4533 Delhay Way, 33 B 4533 Delhay Way, 35 B 4533 Delhay Way, 12 4541 Delhay Way, 1110 5500 Mitchinson Way, 1111 5500 Mitchinson Way, 1113 5500 Mitchinson Way, 1114 5500 Mitchinson Way, 1116 5500 Mitchinson Way, 1117 5500 Mitchinson Way, 1118 5500 Mitchinson Way, 1120 5500 Mitchinson Way, 1122 5500 Mitchinson Way, 1123 5500 Mitchinson Way, 1124 5500 Mitchinson Way, 1203 5500 Mitchinson Way, 1204 5500 Mitchinson Way, 1205 5500

Mitchinson Way, 1208 5500 Mitchinson Way, 1211 5500
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 Mitchinson Way, 1409 5500 Mitchinson Way, 1414 5500
 Mitchinson Way, 1420 5500 Mitchinson Way, 1421 5500
 Mitchinson Way, 1423 5500 Mitchinson Way, 1345 Rae Street, 1409
 Rae Street, 4372 Shaffer Street, 4392 Shaffer Street, 851 Edgar
 Street, 1460 Bond Street, 601 2300 Broad Street, 901 2300 Broad
 Street, 902 2300 Broad Street, 904 2300 Broad Street, 906 2300
 Broad Street, 1001 2300 Broad Street, 1002 2300 Broad Street, 1003
 2300 Broad Street, 1004 2300 Broad Street, 443 Cornwall Street,
 102 DeMarco Pointe Lane, 122 DeMarco Pointe Lane, 131 DeMarco
 Pointe Lane, 216 1220 Empress Street, 1237 Grey Street, 317
 Toronto Street, 401 Wascana Street, 603 2055 Rose Street, 701 2055
 Rose Street, 702 2055 Rose Street, 705 2055 Rose Street, 707 2055
 Rose Street, 805 2055 Rose Street, 807 2055 Rose Street, 905 2055
 Rose Street, 1103 2055 Rose Street, 1201 2055 Rose Street, 1202
 2055 Rose Street, 1204 2055 Rose Street, 1205 2055 Rose Street,
 1206 2055 Rose Street, 130 Angus Crescent, 3054 Argyle Road,
 1742 Connaught Street, 1120 Dover Avenue, 2170 Elliott Street,
 2871 Garnet Street, 4509 E Green Apple Drive, 4513 E Green Apple
 Drive, 4533 E Green Apple Drive, 4537 E Green Apple Drive, 4106
 E Green Olive Way, 4130 E Green Olive Way, 4133 E Green Olive
 Way, 1547 Lacon Street, 5334 McKenna Crescent, 25 Montgomery
 Road, 2607 Montreal Crescent, 2923 Quinn Drive, 6502 Rush Place,
 137 N St. John Street, 139 N St. John Street, 143 N St. John Street,
 179 Wells Street, 2028 York Street, 4000 3rd Avenue, 4705 8th
 Avenue, 5616 Aerodrome Road, 5620 Aerodrome Road, 5624
 Aerodrome Road, 5628 Aerodrome Road, 772 Athol Street, 2063
 Athol Street, 1002 Atkinson Street, 1850 Atkinson Street, 2213
 Atkinson Street, 725 Broadway Avenue, 729 Broadway Avenue,
 2067 Broder Street, 2451 Broder Street, 642 Cameron Street, 5429
 Campling Avenue, 5433 Campling Avenue, 408 Connaught Street,
 921 Elliott Street, 464 Forget Street, 466 Forget Street, 2778 Francis

Street, 2782 Francis Street, 74 Froom Crescent, 711 Garnet Street, 752 Garnet Street, 3900 Green Falls Drive, 3930 Green Falls Drive, 4633 James Hill Road, 4637 James Hill Road, 235 King Street, 1545 Lacon Street, 4801 Liberty Street, 1065 Lindsay Street, 1067 Lindsay Street, 1069 Lindsay Street, 1073 Lindsay Street, 2155 Lindsay Street, 6242 Little Pine Loop, 6244 Little Pine Loop, 6246 Little Pine Loop, 6248 Little Pine Loop, 6250 Little Pine Loop, 415 Lorne Street, 5625 McCaughey Street, 5641 McCaughey Street, 5653 McCaughey Street, 5657 McCaughey Street, 5313 McClelland Drive, 2228 McDonald Street, 1291 N McEachern Drive, 145 N McIntyre Street, 955 Montague Street, 465 Osler Street, 469 Osler Street, 513 Osler Street, 515 Ottawa Street, 1646 Ottawa Street, 863 Queen Street, 867 Queen Street, 1202 Queen Street, 1206 Queen Street, 1433 Queen Street, 2060 Quebec Street, 753 Rae Street, 1236 Rae Street, 1548 Rae Street, 2331 Reynolds Street, 2760 Reynolds Street, 326 Scarth Street, 5237 Squires Road, 463 Toronto Street, 5430 Universal Crescent, 510 University Park Drive, 2826 Victoria Avenue, 2828 Victoria Avenue, 345 Wascana Street, 1125 Wascana Street, 234 Ottawa Street and 202-1708 8th Avenue.

STATUTORY
AUTHORITY:

Section 262(4) of *The Cities Act*.

MINISTER'S APPROVAL: N/A

PUBLIC HEARING: N/A

PUBLIC NOTICE: N/A

REFERENCE: Housing Incentives Tax Exemption Policy (CR09-122), (CR11-163) and (CR13-110)
Downtown Residential Incentives Policy (CR97-58) and (CR13-171)

AMENDS/REPEALS: N/A

CLASSIFICATION: Administrative

INITIATING DIVISION: City Planning and Development

INITIATING DEPARTMENT: Assessment, Tax and Real Estate

BYLAW NO. 2016-8

THE 176 AND 180 ST. JOHN STREET TAX EXEMPTION BYLAW, 2016

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

Purpose

- 1 The purpose of this Bylaw is to provide a tax exemption to the owner of property located at 176 St. John Street and 180 St. John Street, Regina, SK.

Authority

- 2 The authority for this Bylaw is pursuant to section 262(4) of *The Cities Act*.

Exemption

- 3 An exemption for taxation is granted for the real property owned by Gabriel Housing Corporation, located at 176 St. John Street and 180 St. John Street and legally described as:

Surface Parcel No. 107153579
Lot 22
Block 35
Plan No. AY5450, Extension 0
As described on Certificate of Title 105450061

Surface Parcel No. 107153782
Lot 21
Block 35
Plan No. AY5450, Extension 0
As described on Certificate of Title 105450049

Scope of Exemption

- 4 The City shall exempt from taxation an amount equivalent to 100 percent of the property taxes on the captioned Properties for five years commencing January 1, 2016 and concluding on December 31, 2020.

Agreement

- 5 The exemption in sections 3 and 4 shall be governed by the attached agreement between The City of Regina and Gabriel Housing Corporation marked as Schedule "A".
- 6 The City Clerk is authorized to sign and seal the Agreements in section 5 on behalf of the City of Regina.

Approved as to form this _____ day of _____, 20____.

City Solicitor

Coming Into Force

7 This Bylaw comes into force on the day of passage of the Bylaw, or on the date the Agreement is executed, whichever is later.

READ A FIRST TIME THIS 29th DAY OF February 2016.

READ A SECOND TIME THIS 29th DAY OF February 2016.

READ A THIRD TIME AND PASSED THIS 29th DAY OF February 2016.

Mayor

City Clerk (SEAL)

CERTIFIED A TRUE COPY

City Clerk

Schedule "A"

**TAX EXEMPTION AGREEMENT
HOUSING INCENTIVE PROGRAM – 2 or more UNITS
2014 Housing Incentives Policy
Street Address, Regina, Saskatchewan**

Agreement dated _____, 20____
(City Clerk to fill in date)

Between:

**CITY OF REGINA
(the "City")**

- and -

**GABRIEL HOUSING CORPORATION
(the "Owner")**

The Parties agree as follows:

Definitions

1 **"City Assessor"** means the City of Regina City Assessor or his or her designate;

"Executive Director" means the City's Executive Director, City Planning and Development or his/her designate.

"Property" means the real property located at "Street Address" and legally described as:

"Insert Legal Description"

"Unit" means one of the dwelling units to be constructed on behalf of the Owner in the property.

Tax Exemption

2(1) Pursuant to subsection 262(4) of *The Cities Act*, and subject to the terms of this Agreement, the City grants an exemption from taxation on the Property equal to 100% of the property taxes levied with respect to the Property, commencing January 1, 2016, and concluding December 31, 2020, on the condition that the Owner obtain an occupancy permit for the Property by October 31, 2015.

- (2) If the Owner fails to obtain an occupancy permit by October 31, 2015, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2016 will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director will conclusively determine whether or not the Owner has adhered to the deadline for obtaining an occupancy permit as well as any of the other requirements set out in this Agreement.
- (4) The Executive Director has the sole discretion and authority to allow extensions of the deadline outlined in this section if the Owner makes a written request for an extension addressed to the Executive Director.
- (5) Where the Executive Director allows for an extension, the extension and the terms of conditions of this extension must be set out in writing.
- (6) Where an extension of the deadlines had been allowed by the Executive Director and the Owner has failed to comply with the deadline set out in the extension, the City may terminate the tax exemption under this Agreement by written notice to the Owner, and the taxes on the Property for the year 2016 and any subsequent years will become due and owing.

Terms and Conditions of Exemption

- 3(1) The exemption does not apply to portions of the Property used or intended to be used for non-residential purposes.
- (2) The exemption shall apply only to new residential development that has two or more residential units or the redevelopment of an existing property into two or more residential units where all the units are rented.
- (3) The exemption provided for under this agreement is being provided on the basis that all the units in the Property will be rented to individuals for no less than 10 years from the date of the commencement of the exemption.
- (4) By agreeing to maintain the property as rental for no less than 10 years, the parties acknowledge and agree that the property will not be eligible for condominium conversion for 10 years from the date of commencement of the exemption.
- (5) This section survives the termination or expiration of this agreement.
- 4 The exemption from taxation does not include special taxes, local improvement levies, utility charges, development fees or other such charges or fees property imposed by the City or other taxing authority.

- 5 The scope of the tax exemption, including calculation of any percentage or proportion and the determination of any use or cost, shall be conclusively determined by the City Assessor.

Owners' Covenants

- 6 The Owner shall promptly:
- (a) notify the City of the date of occupancy of the Property and of any occurrences which would discontinue or terminate the tax exemption;
 - (d) provide the City Assessor with any information or documents requested by the City Assessor to complete and check the assessment of the Property; and
 - (c) provide the Executive Director with any information, documentation, or access to the Property requested by the Executive Director to check the progress of construction for the purposes of this Agreement;
- 7 The Owner shall obtain an occupancy permit by the deadline set out in this agreement unless this deadline has been extended in accordance with this Agreement.

Continuation

- 8 The tax exemption will continue only for so long as the Owner complies with the terms of this Agreement.

Cessation or termination

- 9 The tax exemption will cease if:
- (a) the Owner becomes bankrupt or insolvent or is so adjudged;
 - (b) the Owner makes a general assignment for the benefit of creditors;
 - (c) the property is no longer rented;
 - (d) the improvements on the Property do not conform to all civic and provincial laws governing the construction and use of the improvements, including any zoning bylaws and *The Uniform Building and Accessibility Standards Act*; or
 - (e) the Owner does not keep the taxes current on portions of the Property which are not exempt.

- (2) If the tax exemption ceases by reason of an event in subsection (1), the full amount of the taxes on the Property for the year in which the event occurred and any subsequent years will become due and owing as of the date of the termination, including any penalties incurred.
- (3) The Executive Director may terminate this Agreement by written notice to the Owner, if the Owner fails to meet any obligation under this Agreement or violates any provision under this Agreement.

Notices

- 10(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by prepaid mail, addressed:

To the City:

Executive Director, City Planning and Development
2476 Victoria Avenue
P.O. Box 1790
Regina, Saskatchewan S4P 3C8

To the Owner:

Gabriel Housing Corporation
506 Lorne Street
Regina, SK S4R 2T7

or to such alternate address as either Party may, from time to time, by notice advise.

- (2) If a notice is mailed pursuant to subsection (1), it is deemed to be given on the third business day after the date of such mailing.
- (3) If postal service is interrupted or substantially delayed, any notice shall be hand-delivered.

Notification of Sale of Property

- 11(1) The Owner shall notify the Executive Director in writing within 15 days prior to the transfer of the title in the event that the Property is sold.
- (2) The Parties agree that the rights and obligations granted and agreed to herein shall be appurtenant to, pass with, extend and be annexed to and run with and bind the Owner's Lands and every part thereof and shall also bind the Owner and its heirs,

executors, successors, assigns, lessees, sublessees and licensees, all successors in title to all or any portion of the Owner's Lands or interest therein, whether as trustee or otherwise, and any other persons, firms, corporations or organizations having at any time any right of use, occupancy or possession of all or any portion of the Owner's Lands. The City may, at the City's own expense, register in the Saskatchewan Land Registry an interest in land based on this Agreement as against the title(s) to the Owner's Lands.

- (3) This Agreement shall enure to the benefit of and be binding upon the parties and their heirs, executors, successors and permitted assigns. The rights and obligations of each party shall not be assignable unless such assignment has been consented to by each of the other parties, whose consent may in the unfettered discretion of such parties be withheld. Any transferee of any shares in the capital of a party that is a corporation shall be deemed to be a party to this Agreement and shall be governed hereby in the same manner and to the same extent as the parties which are signatory hereto. The Owner agrees that it shall cause any transferee, nominee or agent having been transferred an ownership interest in and to the lands (a "**Permitted Transferee**") to assume and be bound by all of the terms and obligations contained in this Agreement as if such Permitted Transferee had entered into this Agreement in the place and stead of the Owner.

Amendments

- 12(1) The Agreement may be amended by written agreement between the Parties.
- (2) For the purposes of subsection (1), the Executive Director may authorize any amendments to the Agreement.

General

- 13 In the event that this Agreement or any part of it is found to be invalid or ultra vires of Council, then the City shall not be liable to the Owner for any amount of the tax exemption which would otherwise have been granted to the Owner.
- 14 This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered to all of the Parties shall be deemed to be and shall be read as a single agreement among the Parties. In addition, execution of this Agreement by any of the Parties may be evidenced by way of a faxed transmission of such Party's signature (which signature may be by separate counterpart) or photocopy of such faxed transmission, and such faxed signature, or photocopy of such faxed signature, shall be deemed to constitute the original signature of such Party of this Agreement.
- 15 Any Party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to

do so does not affect the validity, enforceability or binding effect of this Agreement.

- 16 This Agreement will not become effective until adopted by bylaw of the Council of the City and fully executed by all parties to the Agreement.

In witness whereof, the Parties have executed the Agreement on the date first written above.

The City of Regina

Per: _____ {seal} Date: _____
City Clerk DD-MMM-YYYY

Gabriel Housing Corporation

Per: _____ {seal} Date: _____
Authorized Signing Officer DD-MMM-YYYY

Per: _____ {seal} Date: _____
Authorized Signing Officer DD-MMM-YYYY

*If the corporate seal of the corporation is not affixed, then each Authorized Signing Officer must fill out and execute an Affidavit of Corporate Signing Authority in the form attached to this Agreement. If there is more than one Authorized Signing Officer who must execute this Agreement, then make copies of the attached form.

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CANADA
SASKATCHEWAN

I, _____ of Regina, Saskatchewan,
Print Full Name of Signing Authority

MAKE OATH/AFFIRM AS FOLLOWS:

1. I am a _____ of **Gabriel Housing Corporation** named in the Tax Exemption Agreement to which this Affidavit is attached.
2. I am authorized by **Gabriel Housing Corporation** to execute the Tax Exemption Agreement without affixing the Corporate Seal of **Gabriel Housing Corporation**.

Sworn/Affirmed before me at _____,

on

Month

Date

, 20__

A Commissioner for Oaths in and for the
Province of Saskatchewan.

Being a lawyer —or—

My commission
expires:

Signature of Signing Authority

ABSTRACT

BYLAW NO. 2016-8

THE 176 AND 180 ST. JOHN STREET TAX EXEMPTION BYLAW, 2016

PURPOSE: To provide a tax exemption to the owner of property located at 176 St. John Street and 180 St. John Street, Regina, SK.

ABSTRACT: The owner of the property located at 176 St. John Street and 180 St. John Street will receive a tax exemption which is governed by a tax exemption agreement between the parties.

STATUTORY
AUTHORITY: Clause 262(4) of *The Cities Act*.

MINISTER'S APPROVAL: N/A

PUBLIC HEARING: N/A

PUBLIC NOTICE: N/A

REFERENCE: Finance and Administration Committee, February 9, 2016, FA16-2

AMENDS/REPEALS: N/A

CLASSIFICATION: Executory

INITIATING DIVISION: City Planning and Development

INITIATING DEPARTMENT: Assessment Tax & Real Estate

BYLAW NO. 2016-10

THE CITY MANAGER CONTRACT EXECUTION
AND ADMINISTRATION BYLAW, 2016

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

- 1 The purpose of this Bylaw is to authorize the execution of an employment contract with Christopher J. Holden as City Manager.
- 2 The statutory authority for this Bylaw is sections 6, 8(1)(a), 84, 87 and 101(1)(q) of *The Cities Act*.
- 3 The City Clerk of the City of Regina is authorized to enter into and execute under seal the attached Employment Contract marked "X" between the City of Regina and Christopher J. Holden as City Manager.
- 4(1) The City Clerk is authorized to administer the Employment Contract, in consultation with the City Solicitor and Chief Financial Officer of the City, to provide for the discharge of all obligations on the part of the City.
- (2) The City Clerk shall place the matter of the City Manager's annual performance evaluation on the first meeting of Executive Committee, or such other committee as Council may direct, in June of each year and make any necessary arrangements for the Committee's conduct of the evaluation.
- 5 This Bylaw comes into force on the day of passage.

READ A FIRST TIME THIS 29th DAY OF March 2016.

READ A SECOND TIME THIS 29th DAY OF March 2016.

READ A THIRD TIME AND PASSED THIS 29th DAY OF March 2016.

Mayor

City Clerk

(SEAL)

CERTIFIED A TRUE COPY

City Clerk

Approved as to form this _____ day of _____, 20____.

City Solicitor

“X”

EMPLOYMENT CONTRACT

This contract made in DUPLICATE this _____ day of _____, 2016.

BETWEEN:

THE CITY OF REGINA
(hereinafter referred to as “the City”)

OF THE FIRST PART

- and -

CHRISTOPHER J. HOLDEN
of Regina, Saskatchewan
(hereinafter referred to as “the Employee”)

OF THE SECOND PART

WHEREAS

- A. Section 84 of *The Cities Act* provides that every Council shall establish a position of administrative head of the city, that may be called City Commissioner or City Manager, and sets out the duties of that position;
- B. The Council of the City has established the position of City Manager by *The City Manager’s Bylaw* being Bylaw No. 2003-70 of the City of Regina;
- C. Section 87 of *The Cities Act* provides for Council’s appointment of a person to the position of manager and contemplates an employment contract;
- D. The Council of the City (hereinafter referred to as “Council”) wishes to employ Christopher J. Holden (hereinafter referred to as “Employee”) as its City Manager upon the terms and conditions set out below;
- E. The Employee has agreed to be employed as the Employee of the City upon such terms and conditions;
- F. The City acknowledges that the Employee has previous years of experience with the City as an Employee; and
- G. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, representations or warranties, negotiations and discussions, whether oral or written, between the parties with respect hereto.

NOW THEREFORE, the parties agree as follows:

EMPLOYMENT

1. (1) The City hereby employs Christopher J. Holden (hereinafter referred to as "the Employee") who accepts employment as the Employee with the City of Regina, pursuant to the terms and conditions of this contract. The powers, duties, accountabilities and functions of the Employee shall be those provided for pursuant *The Cities Act*, in particular as contained in *The City Manager's Bylaw*.
- (2) Before leaving the employment with the City, the Employee is required to report to Council any offers of employment or proposed activity outside the City which the Employee intends to accept that could place the Employee in a real, apparent or potential conflict of interest with their current responsibilities. The Employee must immediately disclose to Council the acceptance of any such offer.
- (3) In the event that the Employee terminates this Agreement prior to its expiry, the Council may, within their discretion, establish reasonable requirements limiting the Employee's interaction with the City in any official capacity, on behalf of his new employer for up to one year. During any limitation period, as defined by Council, the Employee agrees to comply with any limitations, which may include, but not be limited to:
 - (a) having no formal contact with City administration, for a period of up to three months;
 - (b) directly or indirectly carrying on or being engaged in discussions that might compromise or be perceived to compromise his ongoing fiduciary duty to the City; and
 - (c) representing or formally advocating for any business that has regular business dealings with the City on matters involving the City, if it may create, or be perceived to create a conflict of interest.
- (4) Upon termination of employment, the Employee will have an ongoing fiduciary duty to the City. The Employee agrees that he will hold in confidence all confidential information obtained during their employment. This includes but is not limited to any information that is not publicly available concerning decision making, programs or policies of the City, business plans and financial information.
- (5) The Employee may apply to the Council for an exemption from the provisions of Article 1(3). To receive any exemption, the Employee is to provide sufficient information to assist Council in making a determination as to whether to grant the exemptions taking into consideration the following criteria:

- X-3
- (a) the circumstances under which the termination of his service occurred;
 - (b) the general employment prospects of the Employee;
 - (c) the significance of the information possessed by the Employee by virtue of his position in the City;
 - (d) the degree to which the new employer might gain unfair commercial or private advantage by hiring the Employee;
 - (e) the authority and influence possessed by the Employee while with the City; and/or
 - (f) any other consideration at the discretion of Council.

DUTIES

2. The Employee shall:

- (a) inform himself of all duties pertaining to his position, as provided in *The Cities Act*, in particular as contained in *The City Manager's Bylaw*;
- (b) faithfully serve the interests of the City to the best of his ability;
- (c) act lawfully and ethically and promote the administration of the City according to law;
- (d) refrain from any activity which would interfere with the discharge of those duties, and abide by any code of conduct or conflict of interest guidelines adopted by Council for City officials and general workplace policies and guidelines;
- (e) respect the confidentiality of information concerning the business affairs of the City acquired in his capacity as Employee, except where disclosure is authorized by law, to promote open government or as otherwise necessary to perform his duties, and not use confidential information for personal gain or to the detriment or intended or probable detriment of the City. This obligation shall survive the end of the contract.

TERM OF OFFICE/ATTENDANCE

3. (1) The Employee's term of employment shall be 5 years, commencing March 1, 2016 and concluding February 28, 2021, unless ended sooner or extended as provided by this contract.
- (2) This contract shall **not** be automatically renewed and shall, unless the parties agree otherwise, expire on February 28, 2021 in which case the Employee shall not be entitled to any severance pay or other termination benefits.

- (3) Should this contract not be renewed and provided the Employee works until the end of the term of the contract, the Employee shall be entitled to a completion bonus equal to the current value of six (6) months' salary, as provided in Article 6(1).
- (4) Upon notice of non-renewal or expiry of the contract the parties agree that:
 - (a) no other notice under statute, common law, or Article 5 of this contract is required to end the employment relationship; and
 - (b) no further compensation, beyond the amounts remaining to be paid for pursuant to the terms of the contract, will be payable to the Employee.
- (5) This provision shall not be construed to limit Council's right to end this contract or dismiss the Employee in accordance with Article 5 of this contract.

RESIGNATION

- 4. The Employee may end this contract at any time by giving ninety (90) days' written notice of resignation to the City Clerk.

DISMISSAL

- 5.
 - (1) Council may end this contract as provided by section 87 of *The Cities Act* at any time for just cause without notice or payment in lieu of notice.
 - (2) In the event of dismissal other than for just cause, the Employee shall be entitled to severance pay as provided by this Article.
 - (3) The severance pay to which the Employee shall be entitled shall be calculated as follows:
 - (a) twelve months' salary, plus;
 - (b) one additional month's salary for each full year of service completed as City Manager,
 - (4) The total accumulated sum for pay in lieu of notice payable pursuant to clause (3) shall not exceed eighteen (18) months' salary.
 - (5) In this Article and Article 3(3), the calculation of salary shall include the current cost to the employer for its contribution for employee benefits, as provided for in Article 8.

SALARY

6. (1) The Employee's salary ^{X-5} shall be payable in bi-weekly instalments in the same manner as other Out of Scope employees of the City, starting at an annual salary of Two Hundred and Sixty Thousand Dollars (\$260,000).
- (2) The Employee shall be entitled to any future annual general economic wage increases awarded to Out of Scope employees of the City, as approved by Council, commencing in 2017.
- (3) The Employee will be eligible for participation in a variable pay performance based bonus system which may be amended from time to time. Determination of amount of, and eligibility for, variable pay is in the sole discretion of Council. This provision shall not be construed as a right or entitlement and may be rejected or modified by Council.

LEAVE BENEFITS

7. The Employee shall be eligible for the following paid leave:
- (a) six (6) weeks earned annual vacation in accordance with Out of Scope policies and guidelines;
 - (b) twelve (12) additional days' annual leave in lieu of overtime consistent with the OOS Guidelines;
 - (c) any other leave to which other Out of Scope staff are entitled, including compassionate, parental and bereavement leave, and earned sick leave.

BENEFIT PLANS & ALLOWANCES

8. (1) The Employee shall be eligible and participate in the plans provided to and in the same manner as other Out of Scope employees of the City, including for death and disability insurance, workers' compensation supplement, group insurance, extended health coverage, dental insurance and pension. The Employee shall be eligible for any other allowances as may be permitted by the City's policies/guidelines for Out of Scope employees as amended from time to time.
- (2) If the annual salary, as provided by Article 6(1), is in excess of the Maximum Pensionable Earnings as established in *The Income Tax Act*, the Employee is eligible for the Supplementary Pension Payment, as outlined in the Supplementary Pension Payment Policy.
- (3) As this Employee has service as a City of Regina Employee prior to January 1, 2002, upon termination of this contract for any reason other than dismissal for just cause, if the Employee has at least thirty (30) or more days of sick leave credit, shall be paid at their 2016 Director of Communications rate of pay for fifty percent (50%) of their accumulated sick leave credit to a maximum of seventy-eight (78) days.

- (4) Upon completion of this contract the employee will receive a vacation payout. The first three weeks of the payout will be paid at their 2016 Director of Communications rate of pay.

CAR ALLOWANCE

9. In accordance with the Out of Scope Vehicle Allowance Policy, which may be amended from time to time, the Employee shall be entitled to receive an allowance of Two Hundred and Fifty Dollars (\$250) bi-weekly in recognition of his required use of a personal vehicle to fulfill his duties as an Employee.

PROFESSIONAL DEVELOPMENT

10. The City will support the continued professional development of the Employee, including:
 - (a) payment of professional fees associated with the maintenance of professional designations and all appropriate memberships including payment of membership in the International City Managers' Association (ICMA) and the Canadian Association of Municipal Administrators (CAMA).
 - (b) reasonable expenditures within the annual budget allocation for continuing education and attendance at professional conferences.

PERFORMANCE EVALUATION

11. The Employee's performance shall be subject to annual review by Executive Committee or other such committee as may be appointed by Council in an annual performance appraisal, which will include a written summary provided to the Employee.

AMENDMENT

12. This contract constitutes all of the terms and conditions of employment of the Employee. This contract constitutes the full agreement between the City of Regina and the Employee and no change may be made except by written agreement of the parties. No breach of this contract shall be construed or operate as a waiver of any subsequent breach.

GOVERNING LAW

13. This employment contract shall be interpreted according to the laws of the Province of Saskatchewan and be subject to the jurisdiction of the courts of the Judicial District of Regina in the event of any dispute.

EXECUTION BY PARTIES

I, CHRISTOPHER J. HOLDEN accept and agree to the terms and conditions of this contract this

_____ day of _____, 2016. I also confirm that I have been advised and afforded an opportunity to obtain independent legal and financial advice about this contract and do not rely on any statement outside of this contract.

Witness

CHRISTOPHER J. HOLDEN

CITY OF REGINA

Jim Nicol, City Clerk

ABSTRACT

BYLAW NO. 2016-10

THE CITY MANAGER CONTRACT EXECUTION AND ADMINISTRATION BYLAW, 2016

PURPOSE: To authorize the City Clerk to execute the contract of employment between the City of Regina and Christopher J. Holden as City Manager.

ABSTRACT: Council will be appointing Mr. Holden as City Manager effective March 1, 2016. This Bylaw authorizes execution of a complementary employment agreement setting out the terms and conditions of employment. The Contract is for a five year term. The Bylaw also provides for the City Clerk to administer the Contract, in consultation with the City Solicitor and Chief Financial Officer, including arranging for the annual review.

**STATUTORY
AUTHORITY:** Sections 6, 8(1)(a), 84, 87 and 101(1)(q) of *The Cities Act*

MINISTER'S APPROVAL: N/A

PUBLIC HEARING: N/A

PUBLIC NOTICE: N/A

REFERENCE: City Council, February 29, 2016, MR16-1

AMENDS/REPEALS: N/A

CLASSIFICATION: Administrative

INITIATING DIVISION: City Clerk

INITIATING DEPARTMENT: City Clerk