



## **CITY OF PRINCE ALBERT**

### **CITY COUNCIL REGULAR MEETING**

# **AGENDA**

**MONDAY, MAY 13, 2024, 5:00 PM  
COUNCIL CHAMBER, CITY HALL**

#### **1. CALL TO ORDER**

#### **2. PRAYER**

#### **3. APPROVAL OF AGENDA**

#### **4. PRESENTATIONS & RECOGNITIONS**

#### **5. DECLARATION OF CONFLICT OF INTEREST**

#### **6. ADOPTION OF MINUTES**

- |     |  |                |
|-----|--|----------------|
| 6.1 | April 22, 2024 City Council Meeting Minutes for Approval (MIN 24-21)         | <b>Page 1</b>  |
| 6.2 | April 24, 2024 Special City Council Meeting Minutes for Approval (MIN 24-22) | <b>Page 23</b> |

#### **7. NOTICE OF PROCLAMATIONS**

- |     |   |                |
|-----|---|----------------|
| 7.1 | Melanoma and Skin Cancer Awareness Month - May 2024 | <b>Page 28</b> |
| 7.2 | Canadian Royal Purple Week - May 12 - 18, 2024      | <b>Page 29</b> |
| 7.3 | Naturopathic Medicine Week - May 12 - 18, 2024      | <b>Page 30</b> |

## **8. PUBLIC HEARINGS**

- 8.1 Bylaw No. 17 of 2024 - Zoning Bylaw Amendment (RPT 24-131) **Page 31**
- 8.2 Bylaw No. 18 of 2024 – Rezoning 4280 7th Avenue East from the FUD Zoning District to the C4 Zoning District (RPT 24-128) **Page 37**
- 8.2.1 Letter of Opposition - Zoning Bylaw Amendment Bylaw No. 18 of 2024 (CORR 24-21) **Page 43**
- 8.3 District Official Community Plan Amendments (RPT 24-105) **Page 45**

## **9. DELEGATIONS**

## **10. COMMUNICATIONS**

## **11. REPORTS OF ADMINISTRATION & COMMITTEES**

- 11.1 Transit Fare Review (RPT 24-132) **Page 50**
- 11.2 2024 Dust Suppression Program (RPT 24-125) **Page 73**
- 11.3 Single Axle Sanitation Truck Tender 23-24 (RPT 24-139) **Page 81**
- 11.4 Two (2) Tandem Trucks with Slide in Sanders, Tender 27-24 (RPT 24-141) **Page 84**
- 11.5 Concrete Supply and Installation - 2024 (RPT 24-144) **Page 88**
- 11.6 Asphalt Supply and Paving - 2024 (RPT 24-143) **Page 91**
- 11.7 Lease Agreement - Common Weal Community Arts Inc. (RPT 24-120) **Page 94**
- 11.8 Mann Northway Rights Agreement - PA Slo-Pitch League (RPT 24-127) **Page 112**
- 11.9 Abatement Request - 4537 & 4659 7th Avenue E (RPT 24-130) **Page 121**
- 11.10 Abatement Request - 336 16th Street W (RPT 24-129) **Page 128**
- 11.11 Abatement Request - 3021 Erickson Crescent (RPT 24-126) **Page 135**
- 11.12 Bylaw No 9 of 2024 - Property Tax Penalties & Incentives Bylaw (RPT 24-64) **Page 140**
- 11.13 Affordable Housing Program Application – 1347 14th Street West and 423 12th Street West – River Bank Development Corporation (RPT 24-124) **Page 154**
- 11.14 Petition Received - Public Meeting of Voters (RPT 24-140) **Page 166**

## **12. UNFINISHED BUSINESS**

**13. MAYOR & COUNCILLORS FORUM**

**14. INQUIRIES**

**15. INQUIRIES RESPONSES**

15.1 April 22, 2024 - City Council Meeting Inquiry Responses (INQ 24-5)

**Page 189**

**16. NOTICE OF MOTION**

**17. MOTIONS**

17.1 Motion - Councillor Lennox-Zepp - Cannabis Retail Hours of Operation (MOT 24-3)

**Page 192**

**18. PUBLIC FORUM**

**19. ADJOURNMENT**



City of  
**Prince Albert**

***MIN 24-21***

**MOTION:**

That the Minutes for the City Council Regular Meeting held April 22, 2024, be taken as read and adopted.

**ATTACHMENTS:**

1. Minutes



## **CITY OF PRINCE ALBERT**

### **CITY COUNCIL REGULAR MEETING**

# **MINUTES**

**MONDAY, APRIL 22, 2024, 5:00 P.M.  
COUNCIL CHAMBER, CITY HALL**

**PRESENT:**

Mayor Greg Dionne  
Councillor Charlene Miller  
Councillor Terra Lennox-Zepp  
Councillor Tony Head (Attended via video conferencing)  
Councillor Don Cody  
Councillor Dennis Ogradnick  
Councillor Blake Edwards  
Councillor Dawn Kilmer  
Councillor Darren Solomon

Terri Mercier, City Clerk  
Jody Boulet, Acting City Manager  
Kris Olsen, Fire Chief  
Amber Soles, Secretary  
Mitchell J. Holash, K.C., City Solicitor  
Jeff Da Silva, Director of Public Works  
Kiley Bear, Director of Corporate Services  
Wilna Furstenberg, Communications Manager  
Ramona Fauchoux, Director of Financial Services  
Craig Guidinger, Director of Planning and Development Services

## **1. CALL TO ORDER**

Mayor Dionne called the meeting to order.

## 2. LAND ACKNOWLEDGEMENT & PRAYER

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

## 3. APPROVAL OF AGENDA

0084. **Moved by:** Councillor Solomon  
**Seconded by:** Councillor Ogradnick

That the Agenda for this meeting be approved, with the following amendments, and, that the presentations, delegations and speakers listed on the Agenda be heard when called forward by the Mayor:

1. That RPT 24-121 – Supplemental Report – Federal Lobbying Initiative – Prince Albert Events Centre be added for consideration with Item No. 11.17.

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

**CARRIED UNANIMOUSLY**

## 4. PRESENTATIONS & RECOGNITIONS

## 5. DECLARATION OF CONFLICT OF INTEREST

- 5.1 Councillor Miller – Item No. 11.11 regarding Bylaw No. 13 of 2024 – Liquor Store Hours Bylaw – A member of the Alcohol Strategy Committee.
- 5.2 Councillor Lennox-Zepp – Item No. 11.16 regarding Memorandum of Agreement to Conclude Collective Bargaining – CUPE 160 – Spouse is the Canadian Union of Public Employees National Representative assigned to this matter.
- 5.3 Councillor Head – Item No. 11.16 regarding Memorandum of Agreement to Conclude Collective Bargaining – CUPE 160 – Employed by Canadian Union of Public Employees National and relates to Collective Bargaining.
- 5.4 Councillor Solomon – Item No. 11.16 regarding Memorandum of Agreement to Conclude Collective Bargaining – CUPE 160 – Son is a former employee covered under this Agreement and will receive some compensation.

## 6. ADOPTION OF MINUTES

0085. **Moved by:** Councillor Miller  
**Seconded by:** Councillor Kilmer

That the Minutes of the Council Regular Meeting held March 25, 2024 and Special Meeting held March 27, 2024, be taken as read and adopted.

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

**CARRIED UNANIMOUSLY**

## 7. NOTICE OF PROCLAMATIONS

- 7.1 World Tuberculosis (TB) Day – March 24, 2024  
7.2 Human Values Day – April 24, 2024  
7.3 World Press Freedom Day – May 3, 2024  
7.4 Pitch In Week – May 6 – 11, 2024  
7.5 GBS/CIDP Awareness Month – May 2024

## 8. PUBLIC HEARINGS

## 9. DELEGATIONS

## 10. COMMUNICATIONS

## 11. REPORTS OF ADMINISTRATION & COMMITTEES

- 11.1 Development Permit Application – Hospital Expansion – 1200 24<sup>th</sup> Street West (RPT 24-100)

0086. **Moved by:** Councillor Ogradnick  
**Seconded by:** Councillor Kilmer

That the Discretionary Use Development Permit Application for the expansion of the existing Hospital located at 1200 – 24<sup>th</sup> Street West, be approved, subject to the Applicant providing final plans for review and approval by Administration for each phase of development.

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

**CARRIED UNANIMOUSLY**

11.2 Paratransit and Senior Transportation Services (RPT 24-96)

0087. **Moved by:** Councillor Head  
**Seconded by:** Councillor Kilmer

- 1. That the Paratransit and Seniors Transportation Service Contract between The City and the Community Service Centre, be approved at total budget of \$872,335 for 2025 and a total budget of \$892,171 for 2026;
- 2. That Administration incorporate the approved contract budgets into the General Fund Budget for each respective year;
- 3. That the Mayor and City Clerk be authorized to execute the Contract and any other applicable documents on behalf of The City, once prepared; and,
- 4. That the Request for additional funding in the amount of \$52,971 as submitted by the Community Service Centre to maintain the Paratransit status quo level of service for 2024, be approved and funded by the Fiscal Stabilization Fund.

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

**CARRIED UNANIMOUSLY**

11.3 2024-27 Social Services Subsidized Bus Pass Program – Letter of Understanding (RPT 24-111)

0088. **Moved by:** Councillor Solomon  
**Seconded by:** Councillor Lennox-Zepp

- 1. That the Letter of Understanding between The City and the Ministry of Social Services with regards to the Discounted Bus Pass Program for 2024 - 2027, be approved; and,
- 2. That the Mayor and City Clerk be authorized to execute the Letter of Understanding on behalf of The City, once prepared.

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

**CARRIED UNANIMOUSLY**



11.4 Rotary Mower Tender 12-24 (RPT 24-112)

0089. **Moved by:** Councillor Kilmer  
**Seconded by:** Councillor Ogrodnick

- 1. Tender No. 12 of 2024 for the purchase of Rotary Mower for Community Services, be awarded to Oak Creek Golf and Turf at a cost of \$197,584, including Provincial Sales Tax, to be funded from the Fleet Equipment Reserve; and,
- 2. That the Mayor and City Clerk be authorized to execute any applicable documents on behalf of The City, if required.

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

**CARRIED UNANIMOUSLY**

11.5 Side Load Sanitation Tandem Truck Tender 22-24 (RPT 24-113)

0090. **Moved by:** Councillor Edwards  
**Seconded by:** Councillor Solomon

- 1. Tender No. 22 of 2024 for the purchase of Side Load Sanitation Tandem Truck, be awarded to Superior North America at a cost of \$536,095, including Provincial Sales Tax, to be funded from the Fleet Equipment Reserve; and,
- 2. That the Mayor and City Clerk be authorized to execute any applicable documents on behalf of The City, if required.

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

**CARRIED UNANIMOUSLY**

11.6 Food & Beverage Cart Agreement – PA Golf & Curling Club (RPT 24-114)

0091. **Moved by:** Councillor Ogrodnick  
**Seconded by:** Councillor Edwards

- 1. That a Food and Beverage Cart Service Agreement between The City and the Prince Albert Golf and Curling Club Inc., be approved for a three (3) year term from May 1, 2024 to April 30, 2027; and,

2. That the Mayor and City Clerk be authorized to execute the Agreement on behalf of The City, once prepared.

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

**CARRIED UNANIMOUSLY**

11.7 2024 Property Tax Bylaws (RPT 24-117)

0092. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Edwards

1. That the following Bylaws receive first and second reading:
  - a. Bylaw No. 2 of 2024;
  - b. Bylaw No. 3 of 2024;
  - c. Bylaw No. 4 of 2024;
  - d. Bylaw No. 5 of 2024; and,
  - e. Bylaw No. 6 of 2024;
2. That a Reserve be established for the collection of revenue from Vacant Residential Land Minimum Tax relating to the Vacant Residential Lot Program; and,
3. That the one-time Commercial Abatement Program, as outlined in RPT 24-117, be approved.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Ogrodnick, Solomon and Mayor Dionne

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (7 to 2)**

0093. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Edwards

That Bylaw No. 2 of 2024 be introduced and read a first time.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Ogrodnick, Solomon and Mayor Dionne

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (7 to 2)**

0094. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Edwards

That Bylaw No. 2 of 2024 be read a second time.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Ogrodnick, Solomon and Mayor Dionne

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (7 to 2)**

0095. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Edwards

That Bylaw No. 3 of 2024 be introduced and read a first time.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Ogrodnick, Solomon and Mayor Dionne

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (7 to 2)**

0096. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Edwards

That Bylaw No. 3 of 2024 be read a second time.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Ogrodnick, Solomon and Mayor Dionne

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (7 to 2)**

0097. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Edwards

That Bylaw No. 4 of 2024 be introduced and read a first time.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Ogrodnick, Solomon and Mayor Dionne

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (7 to 2)**

0098. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Edwards

That Bylaw No. 4 of 2024 be read a second time.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Ogrodnick, Solomon and Mayor Dionne

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (7 to 2)**

0099. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Edwards

That Bylaw No. 5 of 2024 be introduced and read a first time.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Ogrodnick, Solomon and Mayor Dionne

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (7 to 2)**

0100. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Edwards

That Bylaw No. 5 of 2024 be read a second time.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Ogrodnick, Solomon and Mayor Dionne

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (7 to 2)**

0101. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Edwards

That Bylaw No. 6 of 2024 be introduced and read a first time.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Ogrodnick, Solomon and Mayor Dionne

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (7 to 2)**

0102. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Edwards

That Bylaw No. 6 of 2024 be read a second time.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Ogrodnick, Solomon and Mayor Dionne

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (7 to 2)**

11.8 Request for Tax Relief Application – Canadian Revival Centre Corporation (CRCC) (RPT 24-118)

0103. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Ogrodnick

That the Application Request for Tax Relief from Canadian Revival Centre Corporation be denied based on the criteria outlined in the City's Applications for Tax Relief Policy No. 51.

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

**CARRIED UNANIMOUSLY**

11.9 SaskTel Communication Towers – Support in Principle (RPT 24-97)

0104. **Moved by:** Councillor Edwards  
**Seconded by:** Councillor Cody

That the following two (2) proposed locations for the new Communication Towers, as outlined in Schedule A to RPT 24-97, be supported in principle:

- 1. 32<sup>nd</sup> Street West boulevard adjacent to the South Hill Mall; and,
- 2. 1650 6<sup>th</sup> Avenue West.

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

Against: Councillor: Lennox-Zepp

**CARRIED (8 to 1)**

11.10 Affordable Housing Program Application – 1901 15<sup>th</sup> Street West – Prince Albert Community Housing Society Inc. (RPT 24-98)

0105. **Moved by:** Councillor Miller  
**Seconded by:** Councillor Ogrodnick

- 1. That the Affordable Housing Program Application from Prince Albert Community Housing Society Inc. for the construction of five (5) units located at 1901 – 15<sup>th</sup> Street West in the amount of \$25,000, funded from the Housing Reserve, be approved, subject to:
  - a. The Applicant entering into a fifteen (15) year Operating Agreement with The City; and,
- 2. That the Mayor and City Clerk be authorized to execute the Agreement on behalf of The City, once prepared.

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

**CARRIED UNANIMOUSLY**

11.11 Bylaw No. 13 of 2024 – Liquor Store Hours Bylaw (RPT 24-99)

0106. **Moved by:** Councillor Kilmer  
**Seconded by:** Councillor Edwards

- 1. That Bylaw No. 13 of 2024 be amended as follows and given three (3) readings:
  - a. That the hours of operation be open from 9 a.m. to 11 p.m. rather than 10 a.m. to 11 p.m.;
- 2. That Administration advise Alcohol Retailers and the Saskatchewan Liquor Gaming Authority of the Bylaw, once approved; and,
- 3. That Administration provide a report on the impact of the Bylaw in twelve (12) months.

**MOTION WITHDRAWN**

0107. **Moved by:** Councillor Kilmer  
**Seconded by:** Councillor Edwards

- 1. That Bylaw No. 13 of 2024 be introduced and given three (3) readings;
- 2. That Administration advise Alcohol Retailers and the Saskatchewan Liquor Gaming Authority of the Bylaw, once approved; and,
- 3. That Administration provide a report on the impact of the Bylaw in twelve (12) months.

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

Absent – Declared Conflict of Interest: Councillor Miller

**CARRIED UNANIMOUSLY**

0108. **Moved by:** Councillor Kilmer  
**Seconded by:** Councillor Ogrodnick

That Bylaw No. 13 of 2024 be introduced and read a first time.

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

Absent – Declared Conflict of Interest: Councillor Miller

**CARRIED UNANIMOUSLY**

0109. **Moved by:** Councillor Kilmer  
**Seconded by:** Councillor Ogrodnick

That Bylaw No. 13 of 2024 be read a second time.

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

Absent – Declared Conflict of Interest: Councillor Miller

**CARRIED UNANIMOUSLY**

0110. **Moved by:** Councillor Kilmer  
**Seconded by:** Councillor Ogrodnick

That leave be granted to read Bylaw No. 13 of 2024 a third time.

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

Absent – Declared Conflict of Interest: Councillor Miller

**CARRIED UNANIMOUSLY**

0111. **Moved by:** Councillor Kilmer  
**Seconded by:** Councillor Ogrodnick

That Bylaw No. 13 of 2024 be read a third time and passed; and, that Bylaw No.  
13 of 2024 be now adopted, sealed and signed by the Mayor and City Clerk.

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

Absent – Declared Conflict of Interest: Councillor Miller

**CARRIED UNANIMOUSLY**

11.12 Digital Sign Application – 4201 7<sup>th</sup> Avenue East (RPT 24-102)

0112. **Moved by:** Councillor Miller  
**Seconded by:** Councillor Solomon

That the Sign Permit Application for a Digital Sign to be located at 4201 – 7<sup>th</sup>  
Avenue East, legally described as Parcel 2, Plan No. 102382040, be approved.

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

**CARRIED UNANIMOUSLY**



11.13 Bylaw No. 12 of 2024 – Closure of a Portion of 5<sup>th</sup> Avenue East (RPT 24-106)

0113. **Moved by:** Councillor Head  
**Seconded by:** Councillor Miller

- 1. That Bylaw No. 12 of 2024 be introduced and given three (3) readings;
- 2. That the closed portion of 5<sup>th</sup> Avenue East be sold to the two (2) abutting property owners for \$7,187 each; and,
- 3. That the Mayor and City Clerk be authorized to execute the Plan of Survey and any other required documentation on behalf of The City, once prepared.

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

**CARRIED UNANIMOUSLY**

0114. **Moved by:** Councillor Head  
**Seconded by:** Councillor Miller

That Bylaw No. 12 of 2024 be introduced and read a first time.

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

**CARRIED UNANIMOUSLY**

0115. **Moved by:** Councillor Head  
**Seconded by:** Councillor Miller

That Bylaw No. 12 of 2024 be read a second time.

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

**CARRIED UNANIMOUSLY**

0116. **Moved by:** Councillor Head  
**Seconded by:** Councillor Miller

That leave be granted to read Bylaw No. 12 of 2024 a third time.

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

**CARRIED UNANIMOUSLY**

0117. **Moved by:** Councillor Head

**Seconded by:** Councillor Miller

That Bylaw No. 12 of 2024 be read a third time and passed; and, that Bylaw No. 12 of 2024 be now adopted, sealed and signed by the Mayor and City Clerk.

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

**CARRIED UNANIMOUSLY**

11.14 Bylaw No. 11 of 2024 – Closure and Sale of a Portion of 8<sup>th</sup> Avenue West Right of Way (RPT 24-107)

0118. **Moved by:** Councillor Solomon  
**Seconded by:** Councillor Kilmer

1. That Bylaw No. 11 of 2024 be introduced and given three (3) readings; and,
2. That the Mayor and City Clerk be authorized to execute the Plan of Survey and any other required documentation on behalf of The City, once prepared.

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

**CARRIED UNANIMOUSLY**

0119. **Moved by:** Councillor Solomon  
**Seconded by:** Councillor Kilmer

That Bylaw No. 11 of 2024 be introduced and read a first time.

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

**CARRIED UNANIMOUSLY**

0120. **Moved by:** Councillor Solomon  
**Seconded by:** Councillor Kilmer

That Bylaw No. 11 of 2024 be read a second time.

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

**CARRIED UNANIMOUSLY**

0121. **Moved by:** Councillor Solomon  
**Seconded by:** Councillor Kilmer

That leave be granted to read Bylaw No. 11 of 2024 a third time.

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

**CARRIED UNANIMOUSLY**

0122. **Moved by:** Councillor Solomon  
**Seconded by:** Councillor Kilmer

That Bylaw No. 11 of 2024 be read a third time and passed; and, that Bylaw No. 11 of 2024 be now adopted, sealed and signed by the Mayor and City Clerk.

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

**CARRIED UNANIMOUSLY**

11.15 Agreement to Provide Fire Services – Peter Ballantyne Child and Family Services Inc. (RPT 24-103)

0123. **Moved by:** Councillor Ogrodnick  
**Seconded by:** Councillor Solomon

1. That the Agreement to Provide Fire Services between The City and Peter Ballantyne Child and Family Services Inc., regarding the provision of Fire Suppression Services occurring within the existing boundaries of the land located at NE 27-47-26-W2M for a three (3) year term from January 1, 2023 to December 31, 2025, be approved; and,
2. That the Mayor and City Clerk be authorized to execute the Agreement and any other applicable documents on behalf of The City.

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

**CARRIED UNANIMOUSLY**

11.16 Memorandum of Agreement to Conclude Collective Bargaining – CUPE 160 (RPT 24-116)

0124. **Moved by:** Councillor Kilmer  
**Seconded by:** Councillor Miller

- 1. That the Memorandum of Agreement between The City and the Canadian Union of Public Employees Local No. 160, as attached to RPT 24-116, be approved; and;
- 2. That the Mayor and City Clerk be authorized to execute the Agreement on behalf of The City, once prepared.

In Favour: Councillors: Cody, Edwards, Kilmer, Miller, Ogrodnick and Mayor Dionne

Absent – Declared Conflict of Interest: Councillors Lennox-Zepp, Head and Solomon

**CARRIED UNANIMOUSLY**

11.17 Federal Lobbying Initiative-Prince Albert Event Centre (RPT 24-119)

11.17.1 Supplemental Report – Federal Lobbying Initiative – Prince Albert Event Centre (RPT 24-121) (PRESENTED AT MEETING)

Councillor Edwards rose on a Point of Order indicating that Councillor Lennox-Zepp’s comments relate to whether the City is building or moving forward on the project instead of the current matter, which is specific about lobbying the Government for funding.

Mayor Dionne ruled the question **OUT OF ORDER** and requested that discussion remain focused on the current matter.

0125. **Moved by:** Councillor Kilmer  
**Seconded by:** Councillor Cody

- 1. That the City engage the professional services of Douglas B. Richardson, K.C. through W Law Group LLP, on the terms of the Consulting Services Agreement, as attached to RPT 24-121, to promote and lobby the Federal Government for approval of funding contribution toward the construction of a new Event Centre, and to provide such confidential legal consultation, advice and services as required;
- 2. That the Mayor and City Clerk be authorized to execute the Consulting Services Agreement and any applicable documents on behalf of The City, once prepared; and,

3. That the expenditure of the costs contemplated in the Consulting Services Agreement, and the additional travel expenses of the necessary local delegation needed to support the lobby initiative, be authorized to a maximum combined cost of \$95,000 to be funded from the Recreation Centre Reserve.

In Favour: Councillors: Cody, Edwards, Kilmer, Ogrodnick, Solomon and Mayor Dionne

Against: Councillors: Head, Lennox-Zepp and Miller

**CARRIED (6 to 3)**

11.18 Deputy Mayor Appointment Change (RPT 24-90)

0126. **Moved by:** Councillor Edwards  
**Seconded by:** Councillor Kilmer

That the Deputy Mayor Appointment Schedule be amended as follows:

Councillor D. Solomon	May 16, 2024 – August 15, 2024; and,
Councillor D. Ogrodnick	August 16, 2024 – November 13, 2024.

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

**CARRIED UNANIMOUSLY**

11.19 Election Bylaw Amendment – Nomination Day (RPT 24-104)

0127. **Moved by:** Councillor Miller  
**Seconded by:** Councillor Kilmer

That Bylaw No. 16 of 2024 be introduced and given three (3) readings.

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

**CARRIED UNANIMOUSLY**

0128. **Moved by:**  
**Seconded by:**

That Bylaw No. 16 of 2024 be introduced and read a first time.

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

**CARRIED UNANIMOUSLY**

0129. **Moved by:** Councillor Miller  
**Seconded by:** Councillor Kilmer

That Bylaw No. 16 of 2024 be read a second time.

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

**CARRIED UNANIMOUSLY**

0130. **Moved by:** Councillor Miller  
**Seconded by:** Councillor Kilmer

That leave be granted to read Bylaw No. 16 of 2024 a third time.

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

**CARRIED UNANIMOUSLY**

0131. **Moved by:** Councillor Miller  
**Seconded by:** Councillor Kilmer

That Bylaw No. 16 of 2024 be read a third time and passed; and, that Bylaw No. 16 of 2024 be now adopted, sealed and signed by the Mayor and City Clerk.

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

**CARRIED UNANIMOUSLY**

11.20 Prince Albert Police Service Proactive Policing Strategy Costs for 2023 (RPT 24-95)

0132. **Moved by:** Councillor Edwards  
**Seconded by:** Councillor Head

1. That the 2023 Operational and Capital costs of the Prince Albert Police Service Multi-Year Proactive Policing Strategy in the amount of \$534,178 be funded from the Proactive Policing Reserve for Year 2023;
2. That the amount of \$534,178 be transferred from the Proactive Policing Reserve for Year 2023 to fund the costs of the Prince Albert Police Service Proactive Policing Unit charged to the Police Service Operating Budget; and,
3. That the 2023 Police Special Tax Revenue collected in the amount of \$554,600, as per Bylaw No. 10 of 2022, be credited in full to the Proactive Policing Reserve for 2023 to offset the costs of the Proactive Policing Unit in future years.

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

Against: Councillor: Miller

**CARRIED (8 to 1)**

**12. UNFINISHED BUSINESS**

**13. MAYOR & COUNCILLORS FORUM**

**14. INQUIRIES**

14.1 Councillor Lennox-Zepp – Homelessness

What is the status of action being pursued on the issue of homelessness in our City.

14.2 Councillor Ogrodnick – Police Officers

How many of the 160 Police Officers, invested by the Provincial Government for Community Safety, will be provided to the City.

14.3 Councillor Ogrodnick – Provincial Sales Tax

- 1. How much has the City paid in Provincial Sales Tax construction costs since the change in 2017; and,
- 2. How much did the City pay in Provincial Sales Tax in 2023.

14.4 Councillor Edwards – Homeless Encampments

How is the City managing homeless encampments and who does the public call when they see one.

**15. INQUIRY RESPONSES**

15.1 March 25, 2024 City Council Inquiry Responses (INQ 24-4)

0133. **Moved by:** Councillor Edwards  
**Seconded by:** Councillor Solomon

That INQ 24-4 be received as information and filed.

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

**CARRIED UNANIMOUSLY**

**16. NOTICE OF MOTION**

16.1 Councillor Lennox-Zepp – Cannabis Retail Hours of Operation

That Administration conduct a review of Cannabis Retail Hours of Operation.

**17. MOTIONS**

17.1 Motion – Councillor Head – Access Transit Funding (MOT 24-2)

That the City ensure that the evening and weekend services for residents with disabilities is maintained without disruption by providing \$103,000 in funding to Access Transit.

**MOTION WITHDRAWN**



17.2 Motion – Councillor Lennox-Zepp – Cannabis Retail Hours of Operation

0134. **Moved by:** Councillor Lennox-Zepp  
**Seconded by:** Councillor Miller

That pursuant to the provisions of the City’s Procedure Bylaw No. 23 of 2021, that the Notice Provisions be waived to permit consideration of Councillor Lennox-Zepp’s Motion regarding Cannabis Retail Hours of Operation.

In Favour: Councillors: Lennox-Zepp and Miller

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

Absent: Councillor Head

**MOTION DEFEATED (6 to 2)**

**18. PUBLIC FORUM**

**19. ADJOURNMENT – 7:48 P.M.**

0135. **Moved by:** Councillor Kilmer  
**Seconded by:** Councillor Solomon

That this Council do now adjourn.

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

Absent: Councillor Head

**CARRIED UNANIMOUSLY**

MAYOR GREG DIONNE      CITY CLERK

MINUTES ADOPTED THIS 13<sup>TH</sup> DAY OF MAY, A.D. 2024.



City of  
**Prince Albert**

***MIN 24-22***

**MOTION:**

That the Minutes for the City Council Special Meeting held April 24, 2024, be taken as read and adopted.

**ATTACHMENTS:**

1. Special Minutes



## **CITY OF PRINCE ALBERT**

### **CITY COUNCIL SPECIAL MEETING**

# **MINUTES**

**WEDNESDAY, APRIL 24, 2024, 4:00 P.M.  
COUNCIL CHAMBER, CITY HALL**

**PRESENT:**

Mayor Greg Dionne  
Councillor Charlene Miller  
Councillor Terra Lennox-Zepp (Attended at 4:04 p.m.)  
Councillor Tony Head (Attended via video conferencing)  
Councillor Don Cody  
Councillor Dennis Ogrodnick  
Councillor Blake Edwards  
Councillor Dawn Kilmer  
Councillor Darren Solomon

Terri Mercier, City Clerk  
Jody Boulet, Acting City Manager  
Kris Olsen, Fire Chief  
Mitchell J. Holash, K.C., City Solicitor  
Jeff Da Silva, Director of Public Works  
Ramona Fauchoux, Director of Financial Services  
Craig Guidinger, Director of Planning and Development Services

## **1. CALL TO ORDER**

Mayor Dionne called the meeting to order.

## 2. LAND ACKNOWLEDGEMENT & PRAYER

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

## 3. APPROVAL OF AGENDA

0136. **Moved by:** Councillor Miller  
**Seconded by:** Councillor Solomon

That the Agenda for this meeting be approved, as presented.

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

Absent: Councillor Lennox-Zepp

**CARRIED UNANIMOUSLY**

## 4. DECLARATION OF CONFLICT OF INTEREST

## 5. REPORTS OF ADMINISTRATION & COMMITTEES

5.1 2024 Property Tax Bylaws – 3<sup>rd</sup> Reading (RPT 24-122)

0137. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Kilmer

That the following Bylaws be given third and final reading:

1. Bylaw No. 2 of 2024;
2. Bylaw No. 3 of 2024;
3. Bylaw No. 4 of 2024;
4. Bylaw No. 5 of 2024; and,
5. Bylaw No. 6 of 2024.

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

Absent: Councillor Lennox-Zepp

**CARRIED UNANIMOUSLY**

0138. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Kilmer

That Bylaw No. 2 of 2024 be read a third time and passed; and, that Bylaw No. 2 of 2024 be now adopted, sealed and signed by the Mayor and City Clerk.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Ogrodnick, Solomon and Mayor Dionne

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (7 to 2)**

0139. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Kilmer

That Bylaw No. 3 of 2024 be read a third time and passed; and, that Bylaw No. 3 of 2024 be now adopted, sealed and signed by the Mayor and City Clerk.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Ogrodnick, Solomon and Mayor Dionne

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (7 to 2)**

0140. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Kilmer

That Bylaw No. 4 of 2024 be read a third time and passed; and, that Bylaw No. 4 of 2024 be now adopted, sealed and signed by the Mayor and City Clerk.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Ogrodnick, Solomon and Mayor Dionne

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (7 to 2)**

0141. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Kilmer

That Bylaw No. 5 of 2024 be read a third time and passed; and, that Bylaw No. 5 of 2024 be now adopted, sealed and signed by the Mayor and City Clerk.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Ogrodnick, Solomon and Mayor Dionne

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (7 to 2)**

0142. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Kilmer

That Bylaw No. 6 of 2024 be read a third time and passed; and, that Bylaw No. 6 of 2024 be now adopted, sealed and signed by the Mayor and City Clerk.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Ogrodnick, Solomon and Mayor Dionne

Against: Councillors: Lennox-Zepp and Miller

**CARRIED (7 to 2)**

## **6. UNFINISHED BUSINESS**

## **7. ADJOURNMENT – 4:08 P.M.**

0143. **Moved by:** Councillor Kilmer  
**Seconded by:** Councillor Edwards

That this Council do now adjourn.

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

Against: Councillor: Miller

**CARRIED (8 to 1)**

MAYOR GREG DIONNE      CITY CLERK

MINUTES ADOPTED THIS 13<sup>TH</sup> DAY OF MAY, A.D. 2024.

# CITY OF PRINCE ALBERT

SASKATCHEWAN, CANADA

## PROCLAMATION

**WHEREAS** the City's Procedure Bylaw No. 23 of 2021 authorizes the Mayor to approve proclamations.

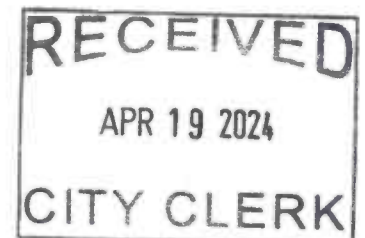
**LET IT BE KNOWN THAT I**, Mayor Greg Dionne, do hereby proclaim the month of May 2024 in the City of Prince Albert as:

**MELANOMA AND SKIN CANCER AWARENESS MONTH**

Dated this 19<sup>th</sup> day of April, 2024.



  
Greg Dionne  
Mayor



# CITY OF PRINCE ALBERT

## SASKATCHEWAN, CANADA

### PROCLAMATION

**WHEREAS** the City's Procedure Bylaw No. 23 of 2021 authorizes the Mayor to approve proclamations.

**LET IT BE KNOWN THAT I**, Mayor Greg Dionne, do hereby proclaim the week of May 12 - 18, 2024 in the City of Prince Albert as:

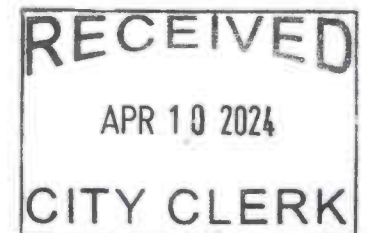
### CANADIAN ROYAL PURPLE WEEK

Dated this 9<sup>th</sup> day of April, 2024.



A handwritten signature in black ink, appearing to be "Greg Dionne", written in a cursive style.

Greg Dionne  
Mayor





RECEIVED

APR 02 2024

CITY CLERK

# CITY OF PRINCE ALBERT

SASKATCHEWAN, CANADA

## PROCLAMATION

**WHEREAS** the City's Procedure Bylaw No. 23 of 2021 authorizes the Mayor to approve proclamations.

**LET IT BE KNOWN THAT I**, Mayor Greg Dionne, do hereby proclaim the week of May 12 - 18, 2024 in the City of Prince Albert as:

## NATUROPATHIC MEDICINE WEEK

Dated this 2<sup>nd</sup> day of April, 2024.



A handwritten signature in black ink, appearing to read "Greg Dionne", is written over a horizontal line.

**Greg Dionne**  
Mayor



# City of Prince Albert

**RPT 24-131**

**TITLE:** Bylaw No. 17 of 2024 - Zoning Bylaw Amendment

**DATE:** **May 2, 2024**

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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## **RECOMMENDATION:**

1. That Bylaw No. 17 of 2024 receive 3 readings; and
2. That the sale of Parcel F, Plan 68PA08273 for \$1.00 be approved; and
3. That the Mayor and City Clerk be authorized to execute the Sale Agreement and any other required documentation, on behalf of The City, once prepared.

## **TOPIC & PURPOSE:**

The purpose of this report is to request that Bylaw No. 17 of 2024, to rezone 5.83 acres of land, legally described as Parcel F & G, Plan 68PA08273, from FUD – Future Urban Development to R4 – High Density Residential receive all 3 readings. This report is also requesting that the sale of Parcel F, Plan 68PA08273 to Ronald McDonald House Charities for \$1.00 be approved.

## **BACKGROUND:**

The Department of Planning and Development Services is in receipt of a Zoning Bylaw Amendment Application to rezone two parcels located along 25<sup>th</sup> Street West from FUD – Future Urban Development to R4 – High Density Residential, as seen on Schedule “A” attached to the bylaw.

The City recently committed to donating Parcel F to Ronald McDonald House Charities (RMHC) to support the development of a Ronald McDonald House on the property to the east

which is being donated by Co-op. In order to manage the donation, the City is selling the land to RMHC for \$1. Because the sale price is below the fair market value of the land, public notice was required prior to the sale, see attached.

**PROPOSED APPROACH AND RATIONALE:**

Should the sale of Parcel F be approved, and upon the completion of the donation of Parcel G, these two parcels shall be consolidated into one parcel. The sale, consolidation, and rezoning will help facilitate the future development of this land.

Subject to the approval of this Zoning Bylaw Amendment and fundraising, Administration expects that RMHC will submit a Development Permit Application for a Multi-Unit Dwelling. A Multi-Unit Dwelling is considered a Discretionary Use – Development Officer. Therefore, upon receiving this application, Administration will complete the typical review process and issue public notice before formally considering the permit application.

Since the proposed rezoning conforms to the regulations contained in both the Zoning Bylaw and the Official Community Plan, Administration recommends that this bylaw be approved.

**CONSULTATIONS:**

Administration has been in contact with the applicant and Co-op throughout the Zoning Bylaw Amendment and land sale process.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

Subject to the approval of the sale and Zoning Bylaw Amendment, the applicant will be notified of City Council's decision and the Zoning Bylaw and City Website will be updated. Administration will continue to coordinate efforts with Co-op and RMHC in an effort to keep things as streamlined as possible.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

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

**STRATEGIC PLAN:**

A strategic priority that is being used to guide this right of way closure and sale, as outlined in the City of Prince Albert Strategic Plan, 2023-2025, is Building a Robust Economy; as the specific area of focus, "Economic Diversity and Stability" is being utilized to "develop and maintain new and existing amenities and infrastructure."

**OFFICIAL COMMUNITY PLAN:**

In accordance with Section 6.4.2 of the Official Community Plan, this rezoning will:  
“Encourage the distribution of a range of housing types throughout the neighbourhood...”  
The rezoning, sale, and consolidation will facilitate future development of the site which aligns with this policy statement.

**PUBLIC NOTICE:**

Public Notice is required for consideration of the matter, pursuant to Section 5(1) of the Public Notice Bylaw No. 24 of 2015. The following notice was given:

- Public Notice for the rezoning of Parcel F & G from FUD – Future Urban Development to R4 – High Density Residential was published in the Prince Albert Daily Herald, as well as on the City website and bulletin board on Thursday, May 2, 2024.
- Public for the sale of Parcel F for below market value was published in the Prince Albert Daily Herald, as well as on the City website and bulletin board on Thursday, May 2, 2024.

Public notice is not required for the consolidation, which can be reviewed and approved by Administration.

**ATTACHMENTS:**

1. Bylaw No. 17 of 2024 - Zoning Bylaw Amendment
2. Public Notice - Zoning Bylaw Amendment - Daily Herald
3. Public Notice - Sale of Parcel F for Below Market Value - Daily Herald

Written by: Tanner Cantin, Development Coordinator

Approved by: Director of Financial Services, Director of Planning & Development & City Manager

# CITY OF PRINCE ALBERT BYLAW NO. 17 OF 2024

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

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

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

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

Parcel F, Plan 68PA08273 Ext. 0  
Prince Albert, Saskatchewan

Parcel G, Plan 68PA08273 Ext. 0  
Prince Albert, Saskatchewan

Shall be rezoned from FUD – Future Urban Development to R4 – High Density Residential as shown in bold outline on the map, which is attached to and forms part of this bylaw and marked Schedule “A”

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

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

READ A SECOND TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20 .

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

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

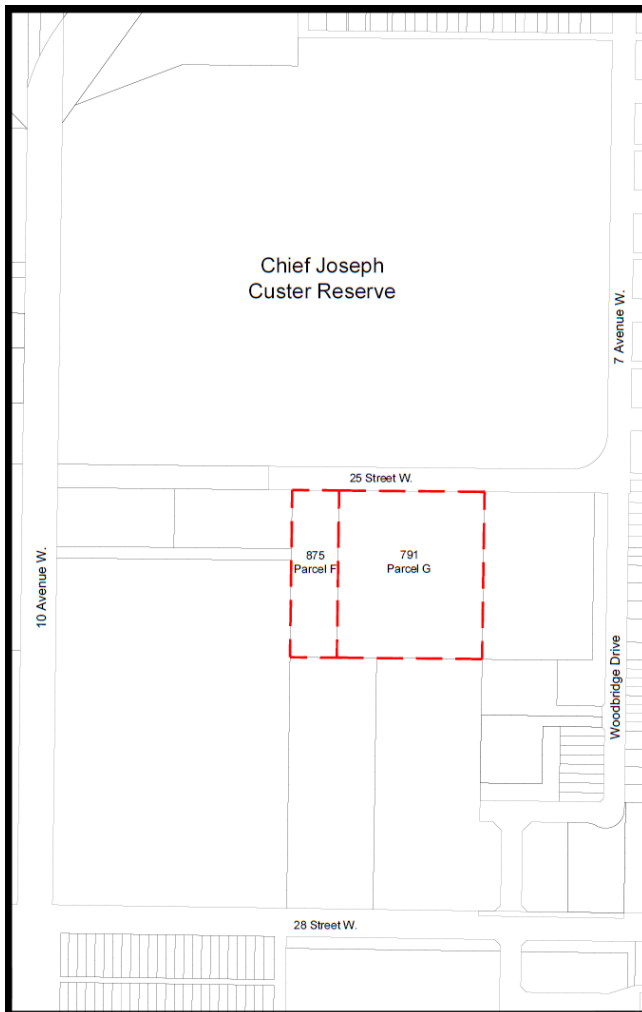


# CITY OF PRINCE ALBERT PUBLIC NOTICE

## ZONING BYLAW AMENDMENT – BYLAW NO. 17 OF 2024

Public Notice is hereby given that the Council of the City of Prince Albert intends to consider Bylaw No. 17 of 2024 to amend Bylaw No. 1 of 2019, known as the City of Prince Albert Zoning Bylaw.

**Reason for the Amendment:** At the City Council meeting to be held on May 13<sup>th</sup>, 2024, City Council intends to give all three readings of Bylaw No. 17 of 2024. Bylaw No. 17 of 2024 proposes to rezone the land legally described as Parcel F, Plan 68PA08273 & Parcel G, Plan 68PA08273 from Future Urban Development to High Density Residential in order to accommodate future development of these parcels. The subject properties are shown in the red dashed line below.



Therefore, City Council, at its meeting to be held on Monday, May 13<sup>th</sup>, 2024 at 5:00 p.m., will consider all submissions both written and verbal respecting the Public Hearing for the above bylaw. If you would like your written submission reviewed by City Council PRIOR to the meeting, it would be preferable if it were provided by 4:45 p.m. on Monday, May 7<sup>th</sup>, 2024. In accordance with City Council's Procedure Bylaw No. 23 of 2021, any written submissions must be provided to the City Clerk. Verbal submissions shall be heard during the Public Hearing portion of the meeting.

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

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

Issued at the City of Prince Albert, this 2<sup>nd</sup> day of May, 2024  
Terri Mercier, City Clerk

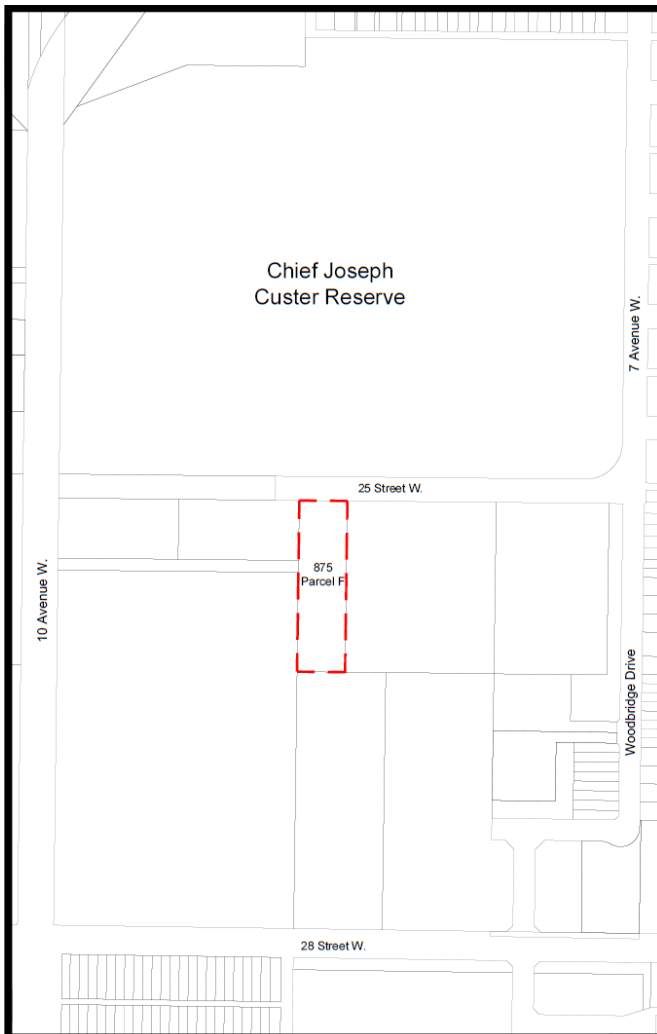


# CITY OF PRINCE ALBERT PUBLIC NOTICE

## SALE OF PARCEL F, PLAN 68PA08273 FOR BELOW MARKET VALUE

Public Notice is hereby given that the Council of the City of Prince Albert intends to consider the sale of Parcel F, Plan 68PA08273 for below market value. The subject parcel is shown in the red dashed line below.

It is the intention of the Purchaser to utilize the subject parcel to consolidate with the adjacent property to the east which will facilitate future development of the parcels.



Therefore, City Council, at its meeting to be held on Monday, May 13<sup>th</sup>, 2024 at 5:00 p.m., will consider all submissions both written and verbal respecting the Public Hearing for the above sale. If you would like your written submission reviewed by City Council PRIOR to the meeting, it would be preferable if it were provided by 4:45 p.m. on Monday, May 7<sup>th</sup>, 2024. In accordance with City Council's Procedure Bylaw No. 23 of 2021, any written submissions must be provided to the City Clerk. Verbal submissions shall be heard during the Public Hearing portion of the meeting.

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

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

Issued at the City of Prince Albert, this 2<sup>nd</sup> day of May, 2024  
Terri Mercier, City Clerk



# City of Prince Albert

## ***RPT 24-128***

**TITLE:** Bylaw No. 18 of 2024 – Rezoning 4280 7th Avenue East from the FUD Zoning District to the C4 Zoning District

**DATE:** **May 1, 2024**

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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### **RECOMMENDATION:**

That Bylaw No. 18 of 2024 to rezone 4280 7<sup>th</sup> Avenue East, legally described as Parcel 9A, Plan 102406801 Ext 0, receive 3 readings.

### **TOPIC & PURPOSE:**

The purpose of this report is to request all three readings of Bylaw No. 18 of 2024 to rezone 4280 7<sup>th</sup> Avenue East from FUD – Future Urban Development to C4 – Highway Commercial.

### **BACKGROUND:**

The Planning and Development Services Department is in receipt of a Zoning Bylaw Amendment Application to rezone the property located at 4280 7<sup>th</sup> Avenue East. The property is currently zoned FUD – Future Urban Development and the applicant is requesting that the property be rezoned to C4 – Highway Commercial in order for a Liquor Store to be established. The applicant applied for a Development Permit for a Liquor Store which was approved by City Council in 2023.

City Council Resolution No. 0191 dated May 23, 2023:

“That the Discretionary Use Development Permit Application for a Liquor Store to be located at 4280 7<sup>th</sup> Avenue East, be approved, subject to the following conditions:

1. The Applicant rezoning the property to C4 – Highway Commercial;



2. The Applicant providing final plans for review and approval by Administration;
3. The Applicant entering into a Landscape Agreement with the City;
4. The Applicant applying for and receiving any necessary Building Permits and any/all necessary Municipal Fire and Building Safety Inspections; and,
5. The development complying with the requirements of the City's Zoning Bylaw No. 1 of 2019, as amended."

The applicant is now pursuing the rezoning of the property to C4 – Highway Commercial in order to fulfil the conditions of the Development Permit approval. The purpose of the C4 – Highway Commercial Zoning District is to:

*"provide a diverse mixture of large scale, commercial uses. As an automobile dependent zoning district, the intention is to provide adequate space for large scale commercial developments, as well as easy access to the city's many arterial and highway corridors".*

#### **PROPOSED APPROACH AND RATIONALE:**

The typical process for the rezoning of a property involves rezoning the site prior to receiving a Development Permit Application. In this case, the Development Permit Application for the Liquor Store was considered prior to the land being rezoned as the sale of the property was subject to the approval of a Liquor Store at this location.

The site located at 4280 7<sup>th</sup> Avenue East meets the required minimum development standards and is currently surrounded to the west and the north by properties that are zoned C4 – Highway Commercial. Given that the land use of the site has already been approved subject to conditions, and rezoning the property is one of those conditions, Administration supports the amendment to the Zoning Bylaw.

#### **CONSULTATIONS:**

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

#### **COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

The applicant will be notified in writing of City Council's decision and the Zoning Bylaw and City website will be updated.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

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

**STRATEGIC PLAN:**

The future development proposed in the rezoning application supports the City's area of focus for Economic Diversity and Stability by accommodating the needs of new and existing organizations in Prince Albert.

**OFFICIAL COMMUNITY PLAN:**

As per the City of Prince Albert Official Community Plan Land Use Map, the subject property is considered Highway Commercial and is compatible with the proposed rezoning.

**PUBLIC NOTICE:**

Public Notice is required for consideration of Bylaw No. 18 of 2024, pursuant to the Public Notice Bylaw No. 24 of 2015. The following notice was given:

1. Posted on the bulletin board at City Hall on May 2<sup>nd</sup>, 2024;
2. Posted on the City's website on May 2<sup>nd</sup>, 2024; and
3. Published on May 2<sup>nd</sup>, 2024 in the Prince Albert Daily Herald.

**ATTACHMENTS:**

1. Location Plan with Current Zoning - 4280 7th Ave E
2. Bylaw No. 18 of 2024
3. Public Notice published May 2, 2024 in the Daily Herald

Written by: Ellen Pearson, Planner

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

Future Recreation  
Centre

42 Street East

FUD - Future Urban Development  
to  
C4 - Highway Commercial

7 Avenue East

# CITY OF PRINCE ALBERT BYLAW NO. 18 OF 2024

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

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

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

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

Parcel 9A, Plan No. 102406801, Ext. 0  
Prince Albert, Saskatchewan

Shall be rezoned from FUD – Future Urban Development to C4 – Highway Commercial.

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

INTRODUCED AND READ A FIRST TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2024.

READ A SECOND TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2024.

READ A THIRD TIME AND PASSED \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2024.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

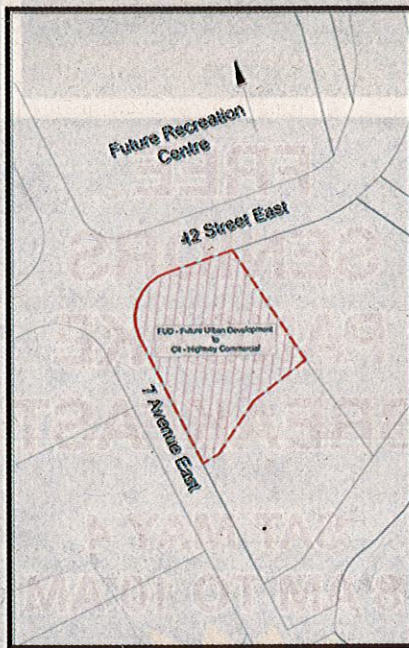


# CITY OF PRINCE ALBERT PUBLIC NOTICE

## ZONING BYLAW AMENDMENT – BYLAW NO. 18 OF 2024

Public Notice is hereby given that the Council of the City of Prince Albert intends to consider Bylaw No. 18 of 2024 to amend Bylaw No. 1 of 2019, known as the City of Prince Albert Zoning Bylaw.

**Reason for the Amendment:** At the City Council meeting to be held on May 13th, 2024, City Council intends to give all three readings of Bylaw No. 18 of 2024. Bylaw No. 18 of 2024 proposes to rezone the land legally described as Parcel 9A,



Plan 102406801 Ext 0 from FUD - Future Urban Development to C4 - Highway Commercial in order to accommodate the development of a Liquor Store. The subject property is shown in the red dashed line to the left.

Therefore, City Council, at its meeting to be held on Monday, May 13th, 2024 at 5:00 p.m., will consider all submissions both written and verbal respecting the Public Hearing for the above bylaw. If you would like your written submission reviewed by City Council PRIOR to the meeting, it would be preferable if it were provided by 4:45 p.m. on Tuesday, May 7th, 2024. In accordance with City Council's Procedure Bylaw No. 23 of 2021, any written submissions must be provided to the City Clerk. Verbal submissions shall be heard during the Public Hearing portion of the meeting.

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

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

Issued at the City of Prince Albert, this 2nd day of May, 2024  
Terri Mercier, City Clerk

P.A. Daily Herald  
Thurs. May 2/24



City of  
**Prince Albert**

**CORR 24-21**

**TITLE:** Letter of Opposition - Zoning Bylaw Amendment Bylaw No. 18 of 2024

**DATE:** **May 8, 2024**

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**PRESENTATION:** None

**ATTACHMENTS:**

1. Letter dated May 2, 2024

Written by: Vanessa Woytowich, Resident

May 02<sup>nd</sup> 2024

City of Prince Albert Council

Re: Zoning Bylaw Amendment Bylaw No.18 of 2024

I am writing to council to submit my disagreement with the amendment of the bylaw to accommodate the development of a Liquor Store.

While the prospect of economic development through the establishment of a liquor store near a new recreational centre and a highway is enticing, it is crucial to consider the potential negative impact on the community, particularly given the city's existing alcohol problem. Allowing the development of a new liquor store would undoubtedly have negative impacts and exacerbate issues related to alcohol misuse and addictions. This location for a liquor store, especially given the new hours limiting sales would be prime location for people from the surrounding area that use the highway to be able to get to the city in time to buy alcohol before the new sale hours without driving into the city. Having alcohol available at the edges of the city is providing people who drive in for alcohol easier access and will increase the amount of drunk driving on our highways. The amount of traffic along Marquis in the evenings is already becoming unsafe with the amount of speeding. Adding in an additional liquor store will increase the traffic of people looking for alcohol in this area. There is already a liquor store in the Co-op on Marquis and there does not need to be more liquor stores in this area of the city.

With establishing a brand-new recreation centre there will no doubt be a sharp increase in the amount of people in this area. The city should look at development options that support a healthy community, rather than allowing an additional liquor store to add to our city's existing problem with alcohol misuse. This area of the city has the opportunity to become a vibrant area and should have other options looked at. With the future recreational centre here and there already being a cross fit gym near by, other healthy options for this area should be considered. This area of the city would benefit from Future urban development, rather than being highway commercial.

Prince Albert resident,

Vanessa Woytowich

A305 - 3030 Dunn Drive

Prince Albert, SK S6V 7E7



# City of Prince Albert

**RPT 24-105**

**TITLE:** District Official Community Plan Amendments

**DATE:** April 12, 2024

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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## **RECOMMENDATION:**

That Bylaw No. 15 of 2024 be given 3<sup>rd</sup> readings.

## **TOPIC & PURPOSE:**

The purpose of this report is to approve several District Official Community Plan amendments, which are complementary to the amendments recently made by the RM of Prince Albert and the RM of Buckland.

## **BACKGROUND:**

At the District Planning Commission Meeting held on April 17, 2024, Administration for the RM of Prince Albert and the RM of Buckland presented several District Official Community Plan (DOCP) amendments. The more notable ones are as follows:

- Section 5.3.5 was amended to provide more discretion on when the RMs require a Comprehensive Development Review (CDR) for subdivisions, simplifying the process for applicants when possible;
- Section 7.3.5 was amended to ensure that the definitions for Floodway and Flood Fringe match those provided by the Province; and
- Section 11 was amended to remove the need for day to day matters such as Development Permits and Subdivision Applications to be heard by the District Planning Commission before they are submitted to the Province for review and approval.

The RMs bylaw amendments also include the complementary amendments required to support the City's recent annexation, as well as the RM of PA's annexation of 48<sup>th</sup> Street East.

## **PROPOSED APPROACH AND RATIONALE:**

In order to amend the DOCP, all participating municipalities need to approve bylaw amendments to same effect. In this case, the City needs to approve the attached bylaw,



finalizing the bylaw amendment process at the municipal level, allowing for submission to Community Planning for final approval.

**CONSULTATIONS:**

These bylaw amendments were discussed and approved by the District Planning Commission, as well as by both the Council of the RM of PA and the Council of the RM of Buckland. The amendments that affect the City were previously considered and approved by City Council.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

Pending Council approval, the Director of the District Planning Commission will update the DOCP, which can be found on the RM of PA and RM of Buckland's websites.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

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

**STRATEGIC PLAN:**

Per the Strategic Plan, where the goal is to deliver professional governance, engaging in district or regional planning matters with our rural partners and the District Planning Commission works to strengthen and increase teamwork, trust, and communication amongst City Administration, City Council and the RMs of Prince Albert and Buckland.

**OFFICIAL COMMUNITY PLAN:**

One of the key factors in implementing the Official Community Plan successfully is regional communication on development processes and standards; aligning wherever possible creates a regional development atmosphere that is cohesive and complementary, which is attractive to developers and industry professionals.

**PUBLIC NOTICE:**

Public Notice is required for consideration of the matter, pursuant to Section 5(1) of the Public Notice Bylaw No. 24 of 2015. The following notice was given:

- Public Notice published in the Prince Albert Daily Herald on April 25th, 2024.
- Public Notice posted on the City bulletin board and on the City website, April 25<sup>th</sup>, 2024.

**PRESENTATION: None****ATTACHMENTS:**

1. Bylaw No. 15 of 2024 - DOCP Amendment
2. Public Notice - Bylaw No. 25 of 2024

Written by: Kristina Karpluk, Planning Manager

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

# CITY OF PRINCE ALBERT BYLAW NO. 15 OF 2024

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

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

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

1. That Bylaw No. 18 of 2018 be amended in the manner hereinafter set forth:

a) Section 5.3.5 shall be replaced with the following:

A Comprehensive Development Review (CDR) shall be completed by any proponent applying to rezone, subdivide, re-subdivide, or re-develop four or more sites, for commercial or industrial development, prior to consideration by the Municipality. The Municipality may require a CDR for a subdivision or development of a smaller area than three sites where it is deemed appropriate and necessary. The scope and required details of the CDR will be based on the scale and location of the proposed development. The CDR is a preliminary document, establishing general site information that will be further refined as part of the Servicing Agreement. Review shall be prepared in accordance with section 11.4 – Comprehensive Development Review, of this plan.

b) Section 7.2.2 shall be removed and that all subsequent sections be renumbered accordingly.

c) Section 7.2.3 shall be replaced with the following:

The Municipalities will encourage residents within the forest/urban interface to conduct a FireSmart Home Ignition Zone Self-Assessment as part of the Development Permit process.

d) Sections 7.3.5.a-b shall be replaced with the following:

i) Floodway means the portion of the flood plain adjoining the channel where the waters in the 1:500 year flood are projected to:

(1) meet or exceed a depth of one meter; or

(2) meet or exceed a velocity of one meter per second;

- ii) Flood fringe means the portion of the flood plain inundated by the 1:500-year flood that is not floodway.
- e) Section 11.1 shall be removed and all that subsequent sections be renumbered accordingly.
- f) Section 11.2 – Subdivision Process shall be replaced with the following:

The Community Planning Branch of the Ministry of Government Relations is the approving authority for subdivisions in the rural municipalities within the District. The municipalities shall review subdivision proposals in accordance with Provincial Act, Regulations, this Plan and the Zoning Bylaw.

2. This bylaw shall come into force on the date of Ministerial approval.

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

READ A SECOND TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20 .

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

\_\_\_\_\_

MAYOR

\_\_\_\_\_

CITY CLERK



# CITY OF PRINCE ALBERT PUBLIC NOTICE

## DISTRICT OFFICIAL COMMUNITY PLAN BYLAW AMENDMENTS

### BYLAW NO. 15 OF 2024

Public Notice is hereby given that the Council of the City of Prince Albert intends to consider Bylaw No. 15 of 2024, to amend Bylaw No. 18 of 2018, known as the Prince Albert Planning District Official Community Plan.

**Reason for the Amendment:** At the City Council meeting to be held on May 13<sup>th</sup>, 2024, City Council intends to approve Bylaw No. 15 of 2024, which will amend several sections of the District Official Community Plan. These amendments work to streamline the function of the development approval process for the RM of Prince Albert and the RM of Buckland and allow the District Planning Commission to focus more on regional matters. The City is also considering this bylaw amendment because all District Official Community Plan member municipalities are required to pass complementary bylaw amendments in order to formally make changes.

**Therefore, City Council, at its meeting to be held on May 13<sup>th</sup>, 2024, at 5:00 p.m., will consider all submissions both written and verbal respecting the Public Hearing for the above bylaw. If you would like your written submission reviewed by City Council PRIOR to the meeting, it would be preferable if it were provided by 4:45 p.m. on Tuesday, May 7<sup>th</sup>, 2024. In accordance with City Council's Procedure Bylaw No. 23 of 2021, any written submissions must be provided to the City Clerk. Verbal submissions shall be heard during the Public Hearing portion of the meeting.**

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

**Planning and Development Services  
City Hall, 1084 Central Avenue  
Prince Albert SK, S6V 7P3  
8:00 am to 4:45 pm – Monday to Friday (except holidays)  
Phone 306-953-4884**

Issued at the City of Prince Albert, this 25<sup>th</sup> day of April, 2024  
Terri Mercier, City Clerk



# City of Prince Albert

**RPT 24-132**

**TITLE:** Transit Fare Review

**DATE:** May 2, 2024

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

**RECOMMENDATION:**

1. That the following bus pass fares be approved, and come into effect September 1<sup>st</sup>, 2024;

	Cash	Book of 10	Monthly	Semester
Adult	\$ 3.00	\$ 25.00	\$ 80.00	N/A
Senior (65+)	\$ 3.00	\$ 25.00	\$ 30.00	N/A
Post-Secondary	\$ 3.00	\$ 25.00	\$ 65.00	\$225.00
Youth (14 - 18)	\$ 3.00	\$ 25.00	\$ 55.00	N/A
Child (U14)	\$ 3.00	\$ 25.00	\$ 40.00	N/A
Child (U10)	Free with a Parent/Guardian			
Discounted	\$ 3.00	N/A	\$ 25.00	N/A

2. That the Subsidized High School Bus Pass Letters of Understanding with the Saskatchewan Rivers Public School Division and Prince Albert Catholic School Division be terminated following the 2023-24 school year;
3. That Administration explore a standard Bus Pass Vendor – Letter of Understanding with the Saskatchewan Rivers Public School Division and the Prince Albert Catholic School Division; and,
4. That the Mayor and City Clerk be authorized to execute the Letters of Understanding and any other necessary documents on behalf of The City, once prepared.

**ATTACHMENTS:**

1. Transit Fare Review (RPT 24-115)

Written by: Executive Committee



# City of Prince Albert

**RPT 24-115**

**TITLE:** Transit Fare Review

**DATE:** April 22, 2024

**TO:** Executive Committee

**PUBLIC:** X

**INCAMERA:**

**RECOMMENDATION:**

1. That the following bus pass fares be approved, and come into effect September 1<sup>st</sup>, 2024;

	Cash	Book of 10	Monthly	Semester
Adult	\$ 3.00	\$ 25.00	\$ 80.00	N/A
Senior (65+)	\$ 3.00	\$ 25.00	\$ 30.00	N/A
Post-Secondary	\$ 3.00	\$ 25.00	\$ 65.00	\$225.00
Youth (14 - 18)	\$ 3.00	\$ 25.00	\$ 55.00	N/A
Child (U14)	\$ 3.00	\$ 25.00	\$ 40.00	N/A
Child (U10)	Free with a Parent/Guardian			
Discounted	\$ 3.00	N/A	\$ 25.00	N/A

2. That the Subsidized High School Bus Pass Letters of Understanding with the Saskatchewan Rivers Public School Division and Prince Albert Catholic School Division be terminated following the 2023-24 school year;
3. That Administration explore a standard Bus Pass Vendor – Letter of Understanding (LOU) with Saskatchewan Rivers Public School Division (SRPSD) and also with the Prince Albert Catholic School Division (PACSD);
4. That the Mayor and City Clerk be authorized to execute the bus pass vendor – LOU’s with SRPSD and also with PACSD and any other necessary documents on behalf of the City, once prepared.

**TOPIC & PURPOSE:**

The purpose of this report is to review Prince Albert transit fares in order to provide a recommendation for fare categories and rates for 2024.

**BACKGROUND:**

The existing Transit Fares came into effect on January 1, 2019. Since this date transit hours of service have been extended to 10:15pm and total transit hours have increased by 23%. This includes the addition of a second bus on the East Flat route that operates during peak hours to meet capacity requirements of the transit system. In addition to this, the hourly contracted rate of providing transit operation and the cost of fuel have each increased since 2019. Transit Operation expenses have increased from \$1,714,000 (2019 Actual) to \$2,449,000 (2024 Budget), this represents a 43% increase in expenses during a period that transit fares have not changed.

For this reason the cost of bus pass fares is in need of review in order to propose logical rates for the service as of 2024. Table 1 below shows the bus fare prices that have been in effect since January 1, 2019.

*Table 1: January 2019 – April 2024, Prince Albert Transit Fares*

2019-Current	Cash	Book of 10	Monthly
Post-Secondary	\$ 2.50	\$ 22.50	\$ 45.00
Seniors (60+)	\$ 2.25	\$ 22.50	\$ 30.00
Adult (18-59)	\$ 2.50	\$ 22.50	\$ 70.00
Youth (Gr 7-12)	\$ 2.50	\$ 22.50	\$ 55.50
Youth July-Aug	\$ 2.50	\$ 22.50	\$ 25.00
Child	\$ 2.50	\$ 22.50	\$ 35.00
Preschool	Free	N/A	N/A
Social Services	\$2.50	\$ 22.50	\$25

**PROPOSED APPROACH AND RATIONALE:**

In order to ensure proposed fares are reasonable, a review of Saskatchewan (Moose Jaw, Saskatoon and Regina) transit fares was completed. Consultation was completed with the Transit Department from each City to ensure that all fare categories were represented accurately. An analysis of fares in other Western Canadian Cities was also completed to ensure that recommendations were practical.

Table 2 below shows a comparison of Monthly Transit Fares throughout Saskatchewan along with proposed rates for Prince Albert.



*Table 2: Saskatchewan Monthly Transit Pass Prices*

Saskatchewan - Monthly Transit Passes					
Type/City	Saskatoon	Regina	Moose Jaw	PA (Current)	PA (Proposed)
Adult	\$ 83.00	\$ 88.00	\$ 80.00	\$ 70.00	\$ 80.00
Senior	\$ 29.00	\$ 30.00	\$ 44.00	\$ 30.00	\$ 30.00
Post-Secondary	*N/A*	\$ 78.00	\$ 65.00	\$ 45.00	\$ 65.00
Youth (Gr 9-12)	\$ 59.00	\$ 64.00	\$ 65.00	\$ 55.50	\$ 55.00
Child (U14)	** 50.00**	Free	\$ 65.00	\$ 35.00	\$ 40.00
Child (U10)	**Free U5**	Free	Free U5	Free U6	Free
* Saskatoon only sells Post-Secondary passes per semester * (\$272.00)					
** Free as of September 1, 2024 **					

The recommendation is that fare alterations be implemented on September 1, 2024 in order to minimize changes during peak periods of transit ridership. This date also allows adequate time to notify the public, transit pass vendors and the Ministry of Social Services of the alterations.

**Monthly Transit Passes**

**Adult Passes (19-64)** - Increasing the Adult Monthly Bus Pass to \$80.00 represents a 14% increase since January 2019. It is noteworthy that the proposed \$80.00 fare would still be the lowest Adult Monthly Bus Pass in Saskatchewan.

Any Adults who qualify for the Ministry of Social Services Discounted Bus Pass Program will still receive monthly transit passes for a rate of \$25.00.

**Senior (65+)** - The only change to this category is to raise the eligible age from 60+ to 65+ as this aligns with the City of Saskatoon and Regina. Monthly fares are proposed to remain at \$30.00.

**Post-Secondary**

Increasing the Post-Secondary Monthly Bus Pass to \$65.00 represents a 44% increase from 2019. It is noteworthy that the proposed fare would still be the lowest Post-Secondary Monthly Bus Pass in Saskatchewan. This section also introduces a \$225.00 semester pass (\$56.25 monthly) which allows students to conveniently purchase one pass as opposed to four over their semester.

In October 2022, the City sold 85 bus passes to Saskatchewan Polytechnic. In February 2024, the City sold 396 bus passes (366 % increase). The demand for the service has increased to the point where the transit system did not have enough capacity to shuttle the students at peak hours of the day. In September of 2023 the City added a 7<sup>th</sup> bus (East Flat #2) in order to provide the capacity required to get the students to and from school. This increase to the monthly fare cost will assist in recouping expenses for the additional bus service while maintaining the lowest post-secondary monthly pass price in the province.

### **Youth (14-18 or Gr 9 -12)**

As of March 2024, the City of Prince Albert sells over 420 monthly bus passes to high school students. The recommendation for this category is to reduce monthly transit fares from \$55.50 to \$55.00. Selling Youth (Gr 9-12) monthly passes for \$55.00 is the lowest cost for this age group in the province.

A breakdown of monthly youth transit rates throughout Saskatchewan are shown in Table 3 below.

*Table 3 – Saskatchewan Youth Monthly Transit Fares*

Saskatchewan - Monthly Transit Passes					
Type/City	Saskatoon	Regina	Moose Jaw	PA (Current)	PA (Proposed)
Youth (Gr 9-12)	\$ 59.00	\$ 64.00	\$ 65.00	\$ 55.50	\$ 55.00

In 2018, a motion was made to execute a LOU that set out to subsidize high school bus passes for the SRPSD and the PACSD. More information regarding this report is shown in Attachment 1 – RPT 18-614. These LOU's formalized the following fare structure and subsidies.

- a) Adult Monthly Pass - \$70.00
- b) Youth Monthly Pass - \$55.50
- c) Youth Monthly Pass (Price Sold to PACSD & SRPSD) - \$37.50
- d) Youth Monthly Pass (Price Sold to High School Students) - \$20.00

The City currently provides a \$14.50 subsidy (from \$70 Adult → \$55.50 Youth). Additionally, in the LOU's with the School Divisions (Shown in Attachment 1) the City provides a second subsidy of \$18 (from \$55.50 → \$37.50). This is a total subsidy of \$32.50 provided by the City. Selling these passes for \$37.50 to the school divisions is no longer practical as the second lowest youth (Grade 9-12) transit pass in the province is \$59.00 (Saskatoon).

The recommendation is that Youth monthly transit fares be reduced from \$55.50 to \$55.00 and that the existing LOU's with the school divisions be terminated on June 30, 2024 (end of the 2023/24 school year). Following this Administration would explore the possibility of entering into a standard bus pass vendor – LOU with each school division. A standard bus pass vendor LOU in Prince Albert provides organizations with 10% of all bus pass sales. This would mean that each school division would pay \$49.50 per pass and continue to sell the passes as status quo to their students.

The school divisions will be able to determine the subsidy that they wish to provide to their students and would no longer be included in a formal LOU.

It is important to note that any families that fall under Ministry of Social Services (SES, SIS,

SAID or SEI) programs are eligible to receive monthly transit passes for \$25.00 from City Hall.

### **Child (Under 14)**

The proposed rate for Children under 14 is \$40.00. This is an increase from the existing rate of \$35.00. It should be noted that grade 7 and 8 students will now be eligible for \$40 passes as opposed to \$55.50 under the existing fare structure.

### **Child (U10)**

Free Transit will be provided to children under 10 who are accompanied by another fare paying passenger. This is an increase from the existing age of under 6 for free transit.

As of 2022, The City of Regina has offered free public transit for youth aged 13 and younger. In December of 2023, the City of Saskatoon committed to also provide free transportation for this age group as of September 1, 2024. Some other City's throughout Canada provide this same service as it promotes the use of public transportation to the younger generation. In addition to this, it provides adults a break as they do not need to worry about additional fares when travelling with their younger children. After consulting with each Saskatoon and Regina, this initiative is not currently recommended in Prince Albert as the City does not have a clear way to distinguish Youth riders (Grade 9-12) from Child riders. Further investigation of this initiative will be completed when additional information is available, including the advantages and disadvantages of the program in Saskatoon and Regina.

Increasing the age of free transit to the under 10 age group shows the City's commitment to reduce costs of transportation for families and young riders.

### **Cash Fares**

It is recommended that Cash Fares be set to a \$3.00 flat rate. This allows for the sale of one standard ticket book and simplifies bus drivers confirming incoming coin revenue. Increasing the single fare rate also promotes the purchase of a monthly bus pass. The fare of \$3.00 aligns with the fare rates set in other cities throughout Saskatchewan. Table 4 below shows the cost of single ride fares throughout Saskatchewan.

*Table 4: Saskatchewan Single Ride Transit Fares*

Saskatchewan - Single Ride Fares					
Type/City	Saskatoon	Regina	Moose Jaw	PA (Current)	PA (Proposed)
Adult	\$ 3.00	\$ 3.25	\$ 3.25	\$ 2.50	\$ 3.00
Senior	\$ 3.00	\$ 3.25	\$ 3.25	\$ 2.25	\$ 3.00
Post-Secondary	\$ 3.00	\$ 3.25	\$ 3.25	\$ 2.50	\$ 3.00
Youth	\$ 2.75	\$ 2.75	\$ 3.25	\$ 2.50	\$ 3.00
Ticket Books of 10 to be increased from \$22.50 to \$25.00 for all categories					

**CONSULTATIONS:**

The City of Moose Jaw, Saskatoon and Regina were consulted to discuss transit fares in their respective municipalities. This assisted in determining reasonable fares and categories for Prince Albert.

Administration has reviewed ridership, the number of bus passes sold, revenue generation and considered public feedback. Comparisons were made to other similar transit systems and using the Canadian Urban Transit Association publications and the websites of each transit system.

Administration met in-person with representatives from the Prince Albert Catholic School Division and Saskatchewan Rivers Public School Division in order to discuss the recommendation of this report. Each division has been provided the opportunity to include consultation for this report and to Executive Committee to ensure that their perspective is considered.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

The Department of Public Works will work with the Department of Communications to update the City Transit page, brochures, maps, and posters to ensure the new fares are reflected on all PA Transit material. A social media post will be made to further advise the public of the new transit fares.

The Department of Public Works will inform the PACSD and the SRPSD of the intent to terminate the subsidized bus pass LOU following the 2023-24 School Year (June 30, 2024). The Department of Public Works will inform all transit vendors of the new bus fares beginning September 1<sup>st</sup>, 2024.

The Ministry of Social Services requires 90 days' notice for any increase to bus pass fares as this affects the Subsidized Bus Pass Program. Notice will be provided by the Department of Public Works prior to May 31<sup>st</sup> in order to meet this deadline.

**FINANCIAL IMPLICATIONS:**

The proposed fare alterations are anticipated to increase transit revenue by \$40,000 in 2024, and by \$110,000 annually beginning in 2025. This additional revenue is spread amongst all categories including coin revenue.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

The subsidy between the Prince Albert Catholic School Division has been in place since 2008. The subsidy between the Saskatchewan Rivers Public School Division has been in place since 2016. This reflected a time when the school divisions still provided high school bus service. With over 420 students purchasing high school monthly bus passes this no longer reflects the

same partnership. The City of Prince Albert has added a 7<sup>th</sup> bus in order to facilitate student (High School and Post-Secondary) ridership in 2023.

The increase of Transit Fares to \$3.00 per rider allows Access Transportation to increase their fares to \$3.00. This provides the opportunity for increased revenue associated with paratransit services.

There are no Privacy or Policy Implications or Options to the Recommendation for this report.

#### **STRATEGIC PLAN:**

This report follows the long-term strategic priority to strive to meet the needs of all transit users. The proposed fare prices allow the City to continue to operate transit services at a reasonable cost to revenue ratio.

#### **OFFICIAL COMMUNITY PLAN:**

Reviewing and altering transit fares will enhance the functionality of the City's Public Transit System as it allows for additional revenues to be applied to provide transit services within the City. Section 7.4 Public Transit supports transportation services commensurate to demand to and from major areas of employment, education, health care and shopping provided by the City's Public Transit System.

#### **PUBLIC NOTICE:**

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

**PRESENTATION:** PowerPoint Presentation by Capital Projects Manager, Evan Hastings.

#### **ATTACHMENTS:**

1. Attachment 1 - RPT 18-614

Written by: Evan Hastings, Capital Projects Manager

Approved by: Director of Public Works & City Manager

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF PRINCE ALBERT**

**AND**

**SASKATCHEWAN RIVERS SCHOOL DIVISION**

This Letter of Understanding sets forth the agreement between the City of Prince Albert and the Saskatchewan Rivers School Division regarding the implementation of a subsidized bus pass program for individuals attending High School in this school division.

The terms of the agreement are as follows:

1. The program will be in effect December 20, 2018. The program may be re-negotiated between the two parties, or terminated at any time.
2. The City of Prince Albert agrees to subsidize each pass sold by the Saskatchewan Rivers School Division by \$17.50 and the Saskatchewan Rivers School Division, thus making the passes available for \$20.00 to High school Students. Any fare increases to the normal student bus pass will be renegotiated with the School Division.
3. The Saskatchewan River School Division agrees to cover administration costs of the program.
4. Subsidized monthly bus passes will only be available for purchase at Saskatchewan Rivers School Division High schools.
5. The City of Prince Albert agrees to provide the Saskatchewan Rivers School Division with bus passes monthly and agrees to invoice the Saskatchewan Rivers School Division \$37.50 for every bus pass sold by the Saskatchewan River School Division.
6. Saskatchewan River School Division agrees to provide the City of Prince Albert copies of all records pertaining to the purchase of passes. Records will be provided on a monthly basis.
7. Saskatchewan River School Division agrees to cover all promotional costs for the duration of the program.
8. Saskatchewan River School Division and the City of Prince Albert retain the right to terminate this agreement at any time. The party wishing to terminate the agreement must provide one (1) month's notice, in writing, to the other party.

**ON BEHALF OF SASKATCHEWAN RIVERS  
SCHOOL DIVISION**

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**DATED:** \_\_\_\_\_

**ON BEHALF OF THE CITY OF PRINCE  
ALBERT**

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**Greg Dionne  
MAYOR**

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**Sherry Person  
CITY CLERK**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF PRINCE ALBERT**

**AND**

**SASKATCHEWAN RIVERS SCHOOL DIVISION**

This Letter of Understanding sets forth the agreement between the City of Prince Albert and the Saskatchewan Rivers School Division regarding the implementation of a subsidized bus pass program for individuals attending High School in this school division.

The terms of the agreement are as follows:

1. The program will be in effect December 20, 2018. The program may be re-negotiated between the two parties, or terminated at any time.
2. The City of Prince Albert agrees to subsidize each pass sold by the Saskatchewan Rivers School Division by \$17.50 and the Saskatchewan Rivers School Division, thus making the passes available for \$20.00 to High school Students. Any fare increases to the normal student bus pass will be renegotiated with the School Division.
3. The Saskatchewan River School Division agrees to cover administration costs of the program.
4. Subsidized monthly bus passes will only be available for purchase at Saskatchewan Rivers School Division High schools.
5. The City of Prince Albert agrees to provide the Saskatchewan Rivers School Division with bus passes monthly and agrees to invoice the Saskatchewan Rivers School Division \$37.50 for every bus pass sold by the Saskatchewan River School Division.
6. Saskatchewan River School Division agrees to provide the City of Prince Albert copies of all records pertaining to the purchase of passes. Records will be provided on a monthly basis.
7. Saskatchewan River School Division agrees to cover all promotional costs for the duration of the program.
8. Saskatchewan River School Division and the City of Prince Albert retain the right to terminate this agreement at any time. The party wishing to terminate the agreement must provide one (1) month's notice, in writing, to the other party.



**ON BEHALF OF SASKATCHEWAN RIVERS  
SCHOOL DIVISION**

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**DATED:** \_\_\_\_\_

**ON BEHALF OF THE CITY OF PRINCE  
ALBERT**

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**Greg Dionne  
MAYOR**

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**Sherry Person  
CITY CLERK**

CITY OF PRINCE ALBERT

# Transit Fares

DATE: April 29, 2024

# Background

- Transit Fares were last altered on January 1, 2019.
- 2019 Actual Expenses - \$1,714,000
- 2024 Budgeted Expenses - \$2,449,000 **(+43%)**

## Increases to expenses due to

- Increased Contracted Transit Service Rate
- Increased Fuel Costs
- 23% Increase to total hours of service provided
  - Transit Hours Extended to 10:15pm on Weekdays
  - 7<sup>th</sup> Bus in operation to meet system capacity



# 2019 – Current Transit Fare Schedule

2019-Current	Cash	Book of 10	Monthly
Post-Secondary	\$ 2.50	\$ 22.50	\$ 45.00
Seniors (60+)	\$ 2.25	\$ 22.50	\$ 30.00
Adult (18-59)	\$ 2.50	\$ 22.50	\$ 70.00
Youth (Gr 7-12)	\$ 2.50	\$ 22.50	\$ 55.50
Youth July-Aug	\$ 2.50	\$ 22.50	\$ 25.00
Child	\$ 2.50	\$ 22.50	\$ 35.00
Preschool	Free	N/A	N/A
Social Services	\$2.50	\$ 22.50	\$25
*High School*	\$2.50	\$ 22.50	\$20
*Subsidized via City and School Divisions*			



# Adult & Senior Transit Fares

## RECOMMENDATIONS

Saskatchewan - Monthly Transit Passes					
Type/City	Saskatoon	Regina	Moose Jaw	PA (Current)	PA (Proposed)
Adult	\$ 83.00	\$ 88.00	\$ 80.00	\$ 70.00	\$ 80.00
Senior (65+)	\$ 29.00	\$ 30.00	\$ 44.00	\$ 30.00	\$ 30.00

**Adults** – Proposed rate of \$80 represents the lowest Adult Bus Pass in Saskatchewan and a 14% increase since 2019.

**Seniors** – No increase to bus fare is proposed. The only change to this category is to raise the eligible age from 60+ to 65+ to align with Saskatoon and Regina.

- Any Adults or Seniors who qualify for the Ministry of Social Services Discounted Bus Pass Program will still be able to purchase their bus pass for **\$25.00** from City Hall



# Post-Secondary Transit Fares

## RECOMMENDATIONS

Saskatchewan - Monthly Transit Passes					
Type/City	Saskatoon	Regina	Moose Jaw	PA (Current)	PA (Proposed)
Post-Secondary	*N/A*	\$ 78.00	\$ 65.00	\$ 45.00	\$ 65.00
* Saskatoon only sells Post-Secondary passes per semester * (\$272.00)					

- The recommendation is to increase the monthly fare to \$65 and to introduce a semester (4-month) pass for \$225 (\$56.25 monthly).
- The proposed rate remains the lowest in Saskatchewan

October 2022 – 85 monthly passes sold to Saskatchewan Polytechnic  
 September 2023 – East Flat #2 bus added to meet required capacity  
 March 2024 – 396 monthly passes sold to Saskatchewan Polytechnic



# Youth Transit Fares

## RECOMMENDATIONS

Saskatchewan - Monthly Transit Passes					
Type/City	Saskatoon	Regina	Moose Jaw	PA (Current)	PA (Proposed)
Youth (Gr 9-12)	\$ 59.00	\$ 64.00	\$ 65.00	\$ 55.50	\$ 55.00

- The recommendation is to reduce the monthly fare to \$55
- The proposed rate remains the lowest in Saskatchewan
- The Youth bracket will be altered from Gr 7 - 12 to Gr 9 -12 in order to reduce the cost of a monthly bus pass for Gr 7-8
- Any Youth whose parent/guardian qualifies for the Ministry of Social Services Discounted Bus Pass Program will still be able to purchase their bus pass for **\$25.00** from City Hall



# High School Transit Fares

## RECOMMENDATIONS

In 2018, a letter of understanding (LOU) was executed with each the Prince Albert Catholic and Saskatchewan Rivers Public School Divisions.

Adult (Regular) - \$70.00

Youth Pass (Regular) - \$55.50

Youth Pass (Sold to Schools by City) - \$37.50

High Schools (Sold to Students) - \$20.00

The recommendation is to terminate these LOU's as of June 30, 2024 and to explore a bus pass vendor agreement which provides vendors 10% of all sales.

Youth Pass (Proposed 2024) - \$55.00

Youth Pass (Sold to Schools by City) - \$49.50 (+\$12.00)





# Child Passes

## RECOMMENDATIONS

Saskatchewan - Monthly Transit Passes			
Type/City	Saskatoon	Regina	Moose Jaw
Child (K-8)	* 50.00 *	Free	\$ 65.00
Child (U6)	Free	Free	Free
* Free as of September 1, 2024 *			

### 2019 - Current

Prince Albert Child (K-6) - \$35.00

Prince Albert Child (U6) – Free with Fare Paying Passenger

### 2024 – Proposed

Prince Albert Child (U14 or Grade 8 and Under) - \$40.00

Prince Albert Child (U10) – Free with Fare Paying Passenger



# Cash Fares

## RECOMMENDATIONS

Saskatchewan - Single Ride Fares					
Type/City	Saskatoon	Regina	Moose Jaw	PA (Current)	PA (Proposed)
Adult	\$ 3.00	\$ 3.25	\$ 3.25	\$ 2.50	\$ 3.00
Senior	\$ 3.00	\$ 3.25	\$ 3.25	\$ 2.25	\$ 3.00
Post-Secondary	\$ 3.00	\$ 3.25	\$ 3.25	\$ 2.50	\$ 3.00
Youth (Gr 9-12)	\$ 2.75	\$ 2.75	\$ 3.25	\$ 2.50	\$ 3.00
Ticket Books of 10 to be increased from \$22.50 to \$25.00 for all categories					

- The recommendation is to increase all single ride fares to \$3.00 and ticket books (10 rides) to \$25.00
- Prince Albert uses physical moneys and passes, alternating fare prices are nearly impossible to verify by the bus drivers.
- Recommendation allows for one consistent ticket book to be sold as opposed to all the different categories.



# Summary

- The recommendation is that the following fare structure come into effect September 1<sup>st</sup>, 2024.

	Cash	Book of 10	Monthly	Semester
Adult	\$ 3.00	\$ 25.00	\$ 80.00	N/A
Senior (65+)	\$ 3.00	\$ 25.00	\$ 30.00	N/A
Post-Secondary	\$ 3.00	\$ 25.00	\$ 65.00	\$225.00
Youth (14 - 18)	\$ 3.00	\$ 25.00	\$ 55.00	N/A
Child (U14)	\$ 3.00	\$ 25.00	\$ 40.00	N/A
Child (U10)	Free with a Parent/Guardian			
Discounted	\$ 3.00	N/A	\$ 25.00	N/A





# City of Prince Albert

**RPT 24-125**

**TITLE:** 2024 Dust Suppression Program

**DATE:** **May 2, 2024**

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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## **RECOMMENDATION:**

1. That Bylaw No. 14 of 2024 be introduced and given three (3) readings.

## **TOPIC & PURPOSE:**

The purpose of this report is to seek Council's approval for the 2024 Dust Suppression Program. Dust suppression material will be applied to specific streets and lanes as per the attached 2024 Dust Suppression Bylaw.

## **BACKGROUND:**

The Public Works Department delivers a dust suppression program in order to mitigate dust on existing gravel streets and lanes throughout the city as per the Bylaw. The material that the City utilizes as dust suppressants are calcium chloride, canola oil and emulsified asphalt products. These products are widely used for dust control applications.

## **PROPOSED APPROACH AND RATIONALE:**

Unpaved streets that qualify for the Dust Suppression Program have more than 50% of the adjacent property owners in favour of dust proofing.

The City currently uses the following process for this program:

- 1) A media release as well as notices on Social Media were published on April 12, 2024 to notify residents of the process to have their street, avenue or lane added to or removed from the annual dust suppression program. Residents were requested to notify the Director

of Public Works, in writing or their wishes.

- 2) Adjacent property owners on unpaved streets can petition the City to add or delete their block from the Dust Suppression Program.
- 3) Over 50% of the adjacent property owners representing more than 50% of the assessable value must agree to add or delete a street from the Program.
- 4) Public Notice with an attached list of affected properties is given as set out in the Public Notice Bylaw No. 24 of 2015. Public Notice was being advertised in the May 2, 2024 City Page of the Prince Albert Daily Herald.
- 5) The Public Works Department submits a Bylaw to City Council setting the rates and list of streets and lanes on the Dust Suppression Program. The Dust Suppression Bylaw for 2024 is included as an attachment to this report.

It is anticipated that two dust control applications will be applied this year, one application in June and one in July or August, weather permitting. With the, rates for 2024 set at \$1.72 per foot frontage of street and \$1.29 per foot frontage of lane per application.

#### **CONSULTATIONS:**

Administration consulted the City Solicitor, Communications and City Clerk's office in the creation of the report and bylaw for the 2024 Dust Suppression Program.

#### **COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

Public Works, in conjunction with the Communications Office, created a media release, updated Dust Suppression webpage and social media notices as of April 12, 2024 to notify residents of the process to have their block added or removed to the dust suppression program, including a deadline of April 24, 2024 to notify the Director of Public Works in writing of their wishes to be added to or removed from the program.

As of April 24, 2024, the Department of Public Works had not received any notice from residents wishing to be added or removed from the program.

Public Notice was completed in accordance with the Public Notice Bylaw No. 24 of 2015, as follows:

- Notice in Prince Albert Daily Herald – on May 2, 2024. A copy of the Prince Albert Daily Herald Dust Suppression Notice is attached.
- Notice posted in Bulletin Board in City Hall – on May 2, 2024.
- Notice posted on City's Website – on May 2, 2024.

All the notices closed on May 7, 2024 at 4:45 P.M.

**FINANCIAL IMPLICATIONS:**

A budget of \$88,523 has been included in the 2024 Operating Budget for the completion of the Dust Suppression Program.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no Policy, Privacy or Other Considerations/Implications or Options to Recommendation.

**STRATEGIC PLAN:**

The implementation of the 2024 Dust Suppression Program supports both the Urban Transportation infrastructure and Engaged Government sections of the City's Strategic Plan by expanding on the City's communication of the program with residents and by supporting the maintenance of the City's existing urban transportation network.

**OFFICIAL COMMUNITY PLAN:**

The completion of the 2024 Dust Suppression Program is in support of Section 1.6.3 – Transportation and Infrastructure of the Official Community Plan.

**PUBLIC NOTICE:**

Public Notice is required for consideration of this matter, pursuant to Section 5 of Public Notice Bylaw No. 24 of 2015. The following notice was given:

- Notice in Prince Albert Daily Herald – on May 2, 2024.
- Notice posted in Bulletin Board in City Hall – on May 2, 2024.
- Notice posted on City's Website – on May 2, 2024.

**PRESENTATION: None****ATTACHMENTS:**

1. 2024 Dust Suppression Bylaw
2. Prince Albert Daily Herald Dust Suppression Notice

Written by: Mohammad Kraishan, Operations Manager

Approved by: Director of Public Works & City Manager

# CITY OF PRINCE ALBERT BYLAW NO. 14 OF 2024

*A Bylaw of The City of Prince Albert to establish  
the 2024 charge for municipal dust suppression  
work in streets and lanes*

**WHEREAS** Section 275 of *The Cities Act* permits that Council may by special tax bylaw raise revenue to pay for a dust suppression program (more specifically defined in this Bylaw as “work”) servicing and benefitting the properties identified in Schedule A to this Bylaw, such work to be completed within the current taxation year;

**AND WHEREAS** it is deemed advisable to establish in 2024, a charge for such work in accordance with the provisions of *The Cities Act*.

**NOW THEREFORE** the Council of The City of Prince Albert, in open meeting assembled enacts as follows:

1. In this Bylaw "work" shall mean and include the efforts and initiatives undertaken by The City of Prince Albert toward the suppression of dust on streets and/or rear lane surfaces by means of calcium chloride, petroleum oils or any other substance used as a dust palliative.
2. The 2024 charge for rear lane dust suppression shall be as follows:
  - (a) for dust suppression treatment or stabilization in rear lanes - \$1.29 per foot based on property frontage per application.

3. The 2024 charge for street dust suppression shall be as follows:
  - (a) for dust suppression treatment or stabilization in streets - \$1.72 per foot based on property street frontage per application.
4. Charges pursuant to the provisions of this Bylaw shall be levied against all assessed owners of land abutting on the work on a per foot frontage basis.
5. Unpaid charges pursuant to this Bylaw shall be added to the Tax Roll as a Special Assessment against the land as listed on the attached Schedule "A" and without limiting legal remedies available, may be charged and collected in the same manner as municipal taxes.
6. Notwithstanding sections 2 and 3 of this Bylaw, in the case of work performed in relation to corner lots, the owner shall be charged for the work at the prescribed rate based on the entire street frontage of the property, as well as for that portion of the flanking exceeding 122 feet, where such flanking abuts directly upon the work.
7. Any person who considers that an error or omission was made in the application or calculation of the special tax on his or her property may notify the municipality in writing by no later than June 30th, 2025, requesting City Council to review the application or calculation of the applied rate regarding the property and work in question.
8. The City Clerk will cause any person(s) who have requested a review to be notified of the time, date and place at which City Council will meet to hear and review the requests.
9. Bylaw No. 15 of 2023 and all amendments are hereby repealed.
10. This Bylaw shall come into force and take effect on, from and after the final passing thereof.

**INTRODUCED & READ A FIRST TIME THIS**

**DAY OF \_\_\_\_\_, A.D. 2024.**

**BYLAW NO. 14 OF 2024**

**PAGE - 2**



**READ A SECOND TIME THIS**

**DAY OF**

**, A.D. 2024.**

**READ A THIRD TIME AND PASSED THIS**

**DAY OF**

**, A.D. 2024.**

**MAYOR**

**CITY CLERK**

## Schedule A

Street/Avenue	From	To	Length (feet)	Length (metre)
<b>East Flat Streets</b>				
2 St E	E. Side of 8 Ave	W. Side 9 Ave	694	211.4
2 St E	E. Side of 9 Ave	W. Side 10 Ave	692	211.02
Lane (4-5 St E)	E. Side of 6 Ave	W. side of 7 Ave	950	289.57
Lane (5-6 St E)	E. Side of 6 Ave	W. side of 7 Ave	877	267.42
6 St E	E. Side of 1 Ave	W. side of 3 Ave	1013	308.82
6 St E	E. Side of 3 Ave	W. side of 4 Ave	416	126.93
6 St E	E. Side of 8 Ave	Former Prince Charles School property	253	76.98
S Side 6 St E	E. Side of 12 Ave	W. side of 13 Ave	705	214.96
7 St E	E. Side of 3 Ave	W. side of 4 Ave	396	120.7
17 St E	E. Side of 1 Ave	W. side of 2 Ave	429	130.67
<b>East Flat Avenues</b>				
3 Ave E	S. Side of River St	N Side of 6 St	264	80.38
4 Ave E	S. Side of 6 St	N Side of 7 St	271	82.64
11 Ave E	S. Side of 6 St	N Side of 7 St	379	115.46
<b>East Hill Streets</b>				
18 St E	E. Side of 1 Ave	W. side of 6 Ave	2912	887.6
30 St E	E. Side of Central Ave	W. side of 1 Ave	553	168.58
<b>East Hill Avenue</b>				
5 Ave E	S. Side of 18 St	N. Side of 19 St	264	80.6
<b>West Flat Streets</b>				
12 St W	E. Side of 8 Ave	W. side of 9 Ave	743	226.58
14 St W	W. Side of 8 Ave	E. side of 9 Ave	678	206.56
14 St W	W. Side of 13 Ave	E. side of 14 Ave	383	116.82
14 St W	W. Side of 15 Ave	E. side of 16 Ave	373	113.58
16 St W	W. Side of 12 Ave	E. side of 14 Ave	836	254.96
16 St W	W. Side of 15 Ave	E. side of 16 Ave	406	123.68
17 St W	W. Side of 8 Ave	E. side of 9 Ave	678	206.61
18 St W	W. Side of 6 Ave	E. side of 9 Ave	1825	556.14
<b>West Flat Avenues</b>				
8 Ave W	S. Side of 17 St	N. Side of 18 St	239	72.85
10 Ave W	S. Side of 17 St	N. Side of 18 St	239	72.9
11 Ave W	S. Side of River St	N. Side of 12 St	249	75.92
13 Ave W	River Street	N. Side of 12 St	283	86.16
13 Ave W	S. Side of 14 St	Lane S. of 14 St	120	36.48
14 Ave W	S. Side of 15 St	N. Side of 16 St	250	76.22
16 Ave W	S. Side of 13 St	N. Side of 15 St	546	166.5
<b>Hazeldell</b>				
Cambridge St	2 Ave NW	3 Ave NW	600	182.88
2 Ave NW	Riverside Drive	Cambridge St	746	227.53
3 Ave NW	Riverside Drive	Cambridge St	747	227.61



# City of Prince Albert

## PUBLIC NOTICE 2024 DUST SUPPRESSION PROGRAM

Pursuant to The City's Public Notice Bylaw No. 24 of 2015, the Council of The City of Prince Albert intends to consider Bylaw No.14 of 2024, which will allow for dust suppression of the following streets with sufficient coats of suppressant to mitigate dust on traveling surfaces throughout the summer, and to charge abutting property owners:

- \$1.72 per foot frontage of **street** for dust suppression or stabilization to provide a dust free surface per application.
- \$1.29 per foot frontage of **lane** for dust suppression or stabilization to provide a dust free surface per application.

Street/Avenue	From	To	Length (feet)	Length (metre)
<b>East Flat Streets</b>				
2 St E	E. Side of 8 Ave	W. Side 9 Ave	694	211.4
2 St E	E. Side of 9 Ave	W. Side 10 Ave	692	211.02
Lane (4-5 St E)	E. Side of 6 Ave	W. Side of 7 Ave	950	289.57
Lane (5-6 St E)	E. Side of 6 Ave	W. Side of 7 Ave	877	267.42
6 St E	E. Side of 1 Ave	W. Side of 3 Ave	1013	308.82
6 St E	E. Side of 3 Ave	W. Side of 4 Ave	416	126.93
6 St E	E. Side of 8 Ave	Former Prince Charles School property	253	76.98
S Side 6 St E	E. Side of 12 Ave	W. Side of 13 Ave	705	214.96
7 St E	E. Side of 3 Ave	W. Side of 4 Ave	396	120.7
17 St E	E. Side of 1 Ave	W. Side of 2 Ave	429	130.67
<b>East Flat Avenues</b>				
3 Ave E	S. Side of River St	N Side of 6 St	264	80.38
4 Ave E	S. Side of 6 St	N Side of 7 St	271	82.64
11 Ave E	S. Side of 6 St	N Side of 7 St	379	115.46
<b>East Hill Streets</b>				
18 St E	E. Side of 1 Ave	W. Side of 6 Ave	2912	887.6
30 St E	E. Side of Central Ave	W. Side of 1 Ave	553	168.58
<b>East Hill Avenue</b>				
5 Ave E	S. Side of 18 St	N. Side of 19 St	264	80.6
<b>West Flat Streets</b>				
12 St W	E. Side of 8 Ave	W. Side of 9 Ave	743	226.58
14 St W	W. Side of 8 Ave	E. Side of 9 Ave	678	206.56
14 St W	W. Side of 13 Ave	E. Side of 14 Ave	383	116.82
14 St W	W. Side of 15 Ave	E. Side of 16 Ave	373	113.58
16 St W	W. Side of 12 Ave	E. Side of 14 Ave	836	254.96
16 St W	W. Side of 15 Ave	E. Side of 16 Ave	406	123.68
17 St W	W. Side of 8 Ave	E. Side of 9 Ave	678	206.61
18 St W	W. Side of 6 Ave	E. Side of 9 Ave	1825	556.14
<b>West Flat Avenues</b>				
8 Ave W	S. Side of 17 St	N. Side of 18 St	239	72.85
10 Ave W	S. Side of 17 St	N. Side of 18 St	239	72.9
11 Ave W	S. Side of River St	N. Side of 12 St	249	75.92
13 Ave W	River Street	N. Side of 12 St	283	86.16
13 Ave W	S. Side of 14 St	Lane S. of 14 St	120	36.48
14 Ave W	S. Side of 15 St	N. Side of 16 St	250	76.22
16 Ave W	S. Side of 13 St	N. Side of 15 St	546	166.5
<b>Hazeldell</b>				
Cambridge St	2 Ave NW	3 Ave NW	600	182.88
2 Ave NW	Riverside Drive	Cambridge St	746	227.53
3 Ave NW	Riverside Drive	Cambridge St	747	227.61

If any person wishes to appear before City Council regarding this matter, please provide your submissions to the City Clerk by 4:45 p.m. on Tuesday, May 7th, 2024, using the mail drop box located at City Hall, west entrance or visit [www.citypa.ca](http://www.citypa.ca) or call the City Clerk's Office at 306-953-4305 for further information on the requirements to appear.

Anyone requiring any further information with respect to the Program is asked to contact the Director of Public Works by telephone at 953-4900.

Issued at Prince Albert this 2nd Day of May 2024

Terri Mercier  
CITY CLERK



# City of Prince Albert

**RPT 24-139**

**TITLE:** Single Axle Sanitation Truck Tender 23-24

**DATE:** **May 13th, 2024**

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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## **RECOMMENDATION:**

1. That Tender 23-24 for the purchase of Side Axle Sanitation Truck, be awarded to Fer-Marc Equipment at a cost of \$ 232327.52 including provincial sales tax, to be funded from the Fleet Equipment Reserve; and,
2. That the Mayor and City Clerk be authorized to execute any applicable documents behalf of the City, if required.

## **TOPIC & PURPOSE:**

The purpose of this report is to award the purchase of a Single Axle Sanitation Truck, Tender 23-24.

## **BACKGROUND:**

The replacement of Single Axle Garbage Truck was approved in the 2024 capital Budget for \$250,000.

The Single Axle Sanitation Truck that it is being replaced is 8 years old and repairs have been increasing as the unit ages.

## **PROPOSED APPROACH AND RATIONALE:**

The Fleet currently has 1 Single Axle Sanitation Truck. The expected date of the new unit arriving will be 300 days after the issue of the purchase order. This will make the

existing unit approximately 10 years old.

The City of Prince Albert received two bids on Tender 23-24, both from the same vendor. First option being a gasoline engine, the second option a diesel engine for an increase of \$10,000. The first option of the gasoline engine is being selected as the approved option.

The Vendor indicates that delivery for the new unit will be 300 days from the date of purchase order issued.

**CONSULTATIONS:**

The Community Services, Public Works, City Fleet Mechanics, Suppliers and Administration had discussions to ensure these units would meet their needs before tendering.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

Fleet will notify the affected operational departments once delivery is confirmed and will coordinate supplier training with operations and the mechanics group.

**FINANCIAL IMPLICATIONS:**

The Single Axle Sanitation Truck is under budget by \$ 17,672.48 total.  
The Capital purchases approved to date are under budget by \$ 254,323.45

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no other considerations for; Policy implications, Privacy Implications, Official Community Plan, Options to Recommendations or Presentation.

**STRATEGIC PLAN:**

The timely replacement of Fleet equipment supports the City's Strategic Priority of investing in infrastructure to support sustainable services.

**PUBLIC NOTICE:**

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

Written by: Tim Earing Fleet and Procurement Division Manager

Approved by: Public Works Director, City Manager



# City of Prince Albert

**RPT 24-141**

**TITLE:** Two (2) Tandem Trucks with Slide in Sanders, Tender 27-24

**DATE:** **May 7, 2024**

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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## **RECOMMENDATION:**

1. That Tender 27-24 for the purchase of Two (2) Tandem Trucks with Slide in Sanders, be awarded to Front Line Truck and Trailer at a cost of \$723,724.45 including provincial sales tax, to be funded from the Fleet Equipment Reserve; and,
2. That the Mayor and City Clerk be authorized to execute any applicable documents on behalf of the City, if required.

## **TOPIC & PURPOSE:**

The purpose of this report is to award the purchase of, Two (2) Tandem Trucks with Slide in Sanders Tender 27-24.

## **BACKGROUND:**

The replacement of Units 90 and 97 was approved in the 2024 capital Budget for \$ 570,000.

The first tandem, Unit 90, is a 2013 International Truck that has exceeded 10,000 hours. The truck is rusting severely with the floor of the cab being replaced in 2020 and is need of further structural repairs.

The second tandem, Unit 97, is a 2011 International Truck that has also exceeded 10,000 hours. The unit has also had the cab floor replaced and is need of further structural repairs that could be in excess of the value of the truck in order for it to be passed for the unit's annual safety inspection.

**PROPOSED APPROACH AND RATIONALE:**

The Fleet currently has 2 tandem gravel trucks that are used with a slide in sander. Their average age is 12 years old.

The City of Prince Albert received 6 bids from 3 vendors on Tender 27-24. The lowest compliant bid for the tandem unit is \$ 60,000 per unit higher than the tandem the City purchased last year, a 42% increase. The sanding unit is \$ 25,000 per unit higher than the last unit bought 2 years ago, a 32% increase. Normally industry would have a 3% to 4 % model increase and adjustment to Canadian –US Dollar.

In consultations with the chassis vendors they have never seen increases of this amount, some units increasing from \$ 100,000 from last year's model. There is no one driving factor, inflation, steel, aluminum, computer chips, are some of the repeated factors. One vendor would not give a firm price until purchase order was received due to the fluctuation of the exchange rate.

The market may return to a normal 3-4% increase, but the probability of prices decreasing in the future is not favorable.

The expected date of the new unit arriving will be 200 days after the issue of the purchase order.

**CONSULTATIONS:**

The Community Services, Public Works, City Fleet Mechanics, Suppliers and Administration had discussions to ensure these units would meet their needs before Tendering.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

Fleet will notify the affected operational departments once delivery is confirmed and will coordinate supplier training with operations and the mechanics group.

**FINANCIAL IMPLICATIONS:**

City Council approved fleet replacement purchases amounting to \$ 2,885,000 out of the Equipment Fleet Reserve for 2024. To date, 7 out of the 13 replacement units approved have been purchased. These 7 units came in under budget by \$ 220,681. The under-budget amount is sufficient to cover the \$ 153,724 overage on the replacement units referenced in this report.

**OTHER CONSIDERATIONS/IMPLICATIONS:**



There are no other considerations for; Policy implications, Privacy Implications, Official Community Plan, Options to Recommendations or Presentation.

**STRATEGIC PLAN:**

The timely replacement of Fleet equipment supports the City's Strategic Priority of investing in infrastructure to support sustainable services.

**PUBLIC NOTICE:**

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

**ATTACHMENTS:**

1. Tender 27-24 Purchase of Two (2) Tandem Trucks and Slide in Sanders

Written by: Tim Earing Fleet and Procurement Division Manager

Approved by: Director of Public Works and City Manager

**Fleet Purchases - 2024 - Equipment Reserve (Excludes Golf, Police, Fire)**

<b>Units Approved &amp; Purchased</b>	<b>Approved Budget</b>	<b>Council Approved Tender</b>	<b>Under (Over) Budget</b>
Unit 4544 - 1/2 Ton Crew Cab	70,000	54,320	15,680
Unit 4545 - 1/2 Ton Crew Cab	70,000	54,320	15,680
Unit 4604 - Truck with Aerial Device	450,000	268,361	181,639
Unit 6139 - 11 Foot Mower	215,000	197,584	17,416
Unit 66 - Garbage Truck	495,000	536,095 -	41,095
Unit 102 - 1/2 Ton Truck	70,000	54,320	15,680
Unit 133 - 1/2 Ton Truck	70,000	54,320	15,680
	<u>1,440,000</u>	<u>1,219,319</u>	<u>220,681</u>
<b>Remaining Units Approved for Replacement</b>			
Unit 4609 - 1 Ton Truck	100,000		
Unit 54 - Automated Waste Collection Truck	250,000		
Unit 71 - Sander	25,000		
Unit 90 - Tandem Axle Gravel/Sander Truck	285,000		
Unit 93 - Snowplow Tandem Axle Gravel/Sander Truck	500,000		
Unit 97 - Tandem Axle Gravel/Sander Truck	285,000		
	<u>2,885,000</u>		
Total Replacement Budget	2,885,000		
Current Purchases	<u>1,219,319</u>		
Budget Available for Remaining Purchases	<u>1,665,681</u>		



# City of Prince Albert

**RPT 24-144**

**TITLE:** Concrete Supply and Installation - 2024

**DATE:** May 8, 2024

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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## **RECOMMENDATION:**

1. That the City enters into the fourth (4) year of the negotiated supply contract for Concrete Supply and Installation with Wheatland Builders and Concrete Ltd., a wholly owned and operated division of B & B Construction Group Inc.;
2. That Administration be authorized to negotiate the 2024 Concrete Price Schedule with Wheatland Builders and Concrete Ltd.; and,
3. That the Mayor and City Clerk be authorized to execute the 2024 Concrete Supply and Installation Contract utilizing City Council approved 2024 budgets and any other documentation on behalf of The City, once prepared.

## **TOPIC & PURPOSE:**

Approving administration to negotiate the 2024 Concrete Supply and Installation Price Schedule will allow for the City to proceed with the Capital programs that require concrete curb, gutter, sidewalk and median construction.

## **BACKGROUND:**

For over 15 years the City has had local concrete contractor Wheatland Building Concrete Ltd. (WBCL) perform the concrete work for the City. In 2017 the City issued a public Expression of Interest for the concrete construction and WBCL's was awarded the four year negotiated term. In 2021 the City put out a public Expression of Interest call and City Council approved awarding to Wheatland Builders and Concrete Ltd., a wholly owned and operated division of B & B Construction Group Inc. 2024 is the 4<sup>th</sup> year of the negotiated term.

## **PROPOSED APPROACH AND RATIONALE:**

City Administration met with Wheatland Builders and Concrete Ltd., a wholly owned and operated division of B & B Construction Group Inc. to discuss the proposed rates for 2024. Administration has reviewed the rates and have no concerns with the rates. Factors such as increases to the Carbon Tax and inflation, correlate directly to the rise in cost of labour, equipment and materials. These increases will effect the quantity of concrete that can be replaced compared to previous years.

## **CONSULTATIONS:**

The selection process to establish the capital utility and roadway replacement programs includes initial consultation between Public Works managers to select the underground / roadway candidates utilizing predefined criteria. Upon the establishment of the roadway construction program, the Public Works department consults with B & B Construction Group, providing them with estimated quantities of work. The proposed negotiate rates are then presented by B & B Construction Group, reviewed and further negotiations ensue if necessary.

## **COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

Concrete work is completed in conjunction with the 2024 paving program, with advisement being provided through the City's webpage and businesses and residents adjacent to the program being provided with hand delivered notices prior to the work commencing.

## **FINANCIAL IMPLICATIONS:**

The Budgets utilized in the completion of the Concrete Supply and Installation Contract 2024 are;

- \$4,400,000 -2024 Roadways Special Tax for the Roadways Recapping Program & Concrete Sidewalk, Curb and Median Rehabilitation
- \$ 232,020 -2024 Sidewalk Maintenance Program, approximately half the budget is used for concrete supply and a portion for installation.
  - -2024 Watermain Replacement Program, portion of allocated budget is for concrete repairs.
  - -2024 Sanitary and Storm Sewer Program Capital and Operations, a portion of allocated budget is for concrete repairs.
  - -2024 Lead Service and Hydrant Replacement Programs, a portion of the allocated budget is for concrete repairs.

The Negotiated Price Schedule will be utilized for payment on 2024 Council approved budgets for concrete supply and installation. There are no further implications to the already approved budgets.

At the April 22, 2024 City Council meeting, Bylaw No. 4 of 2024 passed, which is commonly known as the Roadways Special Tax. This bylaw amalgamated the Concrete Sidewalk, Curb & Median Rehabilitation Program and the Roadways Paving Program as the construction of concrete sidewalks and curb are primarily determined through the roadway program. The Roadways Special Tax will generate \$4,400,000 for the combined programs.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no other considerations or implications, policy or privacy implications, Official Community Plan or Options to Recommendation.

**STRATEGIC PLAN:**

This report supports the proactive strategy of Infrastructure Management where by the concrete supply and installation program is selected through a combination of the utility replacement program and roadway paving asset management software.

**PUBLIC NOTICE:**

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

Written by: Engineering Services Manager

Approved by: Director of Public Works & City Manager



# City of Prince Albert

**RPT 24-143**

**TITLE:** Asphalt Supply and Paving - 2024

**DATE:** **May 8, 2024**

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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## **RECOMMENDATION:**

Asphalt Supply and Paving

1. That the City enters into the fourth (4) year of the negotiated supply contract for Asphalt Supply and Paving, with B&B Construction Group Inc.;
2. That Administration be authorized to negotiate the 2024 Asphalt and Paving Price Schedule with B & B Construction Group Inc.; and,
3. That the Mayor and City Clerk be authorized to execute the 2024 Asphalt Supply and Paving Contract utilizing City Council approved 2024 budgets and any other documentation on behalf of The City, once prepared.

## **TOPIC & PURPOSE:**

Approving administration to negotiate the 2024 Asphalt Paving Price Schedule will allow for the City to proceed with the Capital programs that require roadway construction, asphalt and paving.

## **BACKGROUND:**

In 2005 the City tendered the Paving Contract and the only bidder was B&B Asphalt. The City then entered into a four year annual negotiated contract. That contract was renewed two more times in 2009 and again in 2013. In 2017, the City put out a public Expression of Interest call for Asphalt Contractors and there was only one submission received from B&B Construction Group Inc., to which they were awarded the four year negotiated term. In 2021 the City put out a public Expression of Interest call and City Council approved awarding to B&B Construction

Group Inc., for a one (1) year negotiated Contract, with the option of three (3) additional years. 2024 is the 4<sup>th</sup> year of the negotiated term.

**PROPOSED APPROACH AND RATIONALE:**

City Administration met with the B&B Construction Group Inc. to discuss the proposed rates for 2024. Administration has reviewed and have no concerns with the proposed rates. Factors such as increases to the Carbon Tax and inflation, correlate directly to the rise in cost of labour, equipment and materials. In 2013, City Council implemented a Base Tax to be utilized for the Roadways Recapping Program. Since the Base Tax inception in 2013, all of the negotiated items have increased, with two examples being an increase of 22% to the cost of paving and a 167% increase to natural gas over the past 12 years. Administration is confident that this is fair value, but these increases have and will effect the quantity of paving construction that can be completed compared to the previous years.

**CONSULTATIONS:**

The selection process to establish the capital utility and roadway replacement programs includes initial consultation between Public Works managers to select the underground / roadway candidates utilizing predefined criteria. Upon the establishment of the roadway construction program, the Public Works department consults with B&B Construction Group, providing them with estimated quantities of work. The proposed negotiate rates are then presented by B&B Construction Group, reviewed and further negotiations ensue if necessary.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

The 2024 paving program is on the City's webpage and businesses and residents adjacent to the program are provided with hand delivered advisements prior to the construction work occurring.

**FINANCIAL IMPLICATIONS:**

The Budgets that will utilized in the completion of the 2024 Asphalt and Paving Contract are;

- \$4,400,000 -2024 Roadways Special Tax for the Roadways Recapping Program & Concrete Sidewalk, Curb and Median Rehabilitation
- \$ 943,680 -The Urban Highway Connector Program approved project for 2<sup>nd</sup> Avenue West from 17 Street to Marquis Road at 70% of the total cost to a maximum Highway contribution of \$660,226. City's portion of the contribution, estimated at \$283,454, from the Roadways Special Tax.
- \$ 60,000 -Community Services Budget for Reconstruction of Park Pathways

The Negotiated Price Schedule will be utilized for payment on 2024 Council approved budgets

that include roadway construction and paving. There are no further implications to the already approved budgets.

At the April 22, 2024 City Council meeting, Bylaw No. 4 of 2024 passed, which is commonly known as the Roadways Special Tax. This bylaw amalgamated the Concrete Sidewalk, Curb & Median Rehabilitation Program and the Roadways Paving Program as the construction of concrete sidewalks and curb are primarily determined through the roadway program. The Roadways Special Tax will generate \$4,400,000 for the combined programs.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no other considerations or implications, policy or privacy implications, Official Community Plan or Options to Recommendation.

**STRATEGIC PLAN:**

This report supports the proactive strategy of Infrastructure Management where by the Asphalt Supply and Paving Program is selected through a combination of the utility replacement program and roadway paving asset management software.

**PUBLIC NOTICE:**

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

Written by: Nykol Miller, Engineering Services Manager

Approved by: Director of Public Works & City Manager





# City of Prince Albert

**RPT 24-120**

**TITLE:** Lease Agreement - Common Weal Community Arts Inc.

**DATE:** April 20, 2024

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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## **RECOMMENDATION:**

1. That a Lease Agreement for 185 square feet of office space located within the City owned facility known as the Arts Centre, to Common Weal Community Arts Inc., be approved for a two (2) year term, commencing July 1, 2024 to June 30, 2026.
2. That the Mayor and City Clerk be authorized to execute the Lease Agreement on behalf of The City.

## **TOPIC & PURPOSE:**

The purpose of the report is to recommend that the Lease Agreement between the City and Common Weal Community Arts Inc. for office space located at the Margo Fournier Arts Centre be approved for a two year term.

## **BACKGROUND:**

Common Weal Community Arts Inc. is a registered non-profit organization that provides programs and services throughout our community and region. The organization has leased office space located at the Arts Centre for several years.

## **PROPOSED APPROACH AND RATIONALE:**

Common Weal Community Arts Inc. is a provincial arts organization that collaboratively engages professional artists with communities to promote social change and cultural identity

through creative expression. Historically, Common Weal has worked with people in poverty, First Nations communities, sex trade workers, inner city youth, women and children in transition, community health centres, inmates, artists' collectives and many others. These are all groups who are generally outside of the mainstream arts community for social, economic and cultural reasons.

A division exists between mainstream arts and the marginalized communities that Common Weal develops projects with. Through hands on community art programs, they have the opportunity to express themselves and communicate to the public about the issues they face. The term for the proposed Lease Agreement is for 2 years (July 1, 2024 – June 30, 2026) as outlined under Section 2 of the current Lease Agreement. No other terms or conditions have been identified for the purpose of the new Lease Agreement.

The annual lease rate will equal \$2,989.02 during the first year of the term and shall be increased by the City's Community Services facility annual rates and fees increase amount for 2025 of the annual base rent on each anniversary date during the remaining term of the Lease or any renewal thereof.

#### **CONSULTATIONS:**

Administration consulted with Common Weal Community Arts Inc. to ensure the proposed terms of the agreement were conducive to their needs and financial position. Common Weal has expressed their commitment to extend the Lease Agreement for an additional 2 year term.

#### **COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

Once the recommendation is approved, the Lease Agreement will be finalized and the organization will be notified so that the execution process of the agreement can be completed.

#### **OTHER CONSIDERATIONS/IMPLICATIONS:**

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

#### **STRATEGIC PLAN:**

By offering a new two year lease agreement to Common Weal Community Arts Inc., the City of Prince Albert is assisting community partners with their ability to provide quality programs that benefit the community of Prince Albert which relates directly to the mission statement. It relates primarily to the strategic priority - promoting a progressive community, and the social equity and cultural and community events areas of focus.

**OFFICIAL COMMUNITY PLAN:**

The partnership with the Common Weal Community Arts Inc. aligns with Section 9 of the Official Community Plan. By having Common Weal Community Arts Inc. enter into a new two year Lease Agreement for office space at the Arts Centre, it provides an opportunity to support a long standing, strong non-profit arts organization with funding stability, office space for the Northern Artistic Director, and quality programs and services at the Arts Centre for the citizens of Prince Albert.

**PUBLIC NOTICE:**

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

**ATTACHMENTS:**

1. Common Weal Community Arts Inc. Lease Agreement 2024-2026

Written by: Judy MacLeod Campbell, Interim General Manager

Approved by: Director of Community Services and City Manager

## **LEASE AGREEMENT**

**THIS AGREEMENT** made effective this 1<sup>st</sup> day of July A.D., 2024.

**BETWEEN:**

**THE CITY OF PRINCE ALBERT** a Municipal Corporation in the Province of Saskatchewan, (hereinafter called "THE LANDLORD").

### **OF THE FIRST PART**

**COMMON WEAL COMMUNITY ARTS INC.** operating in the Province of Saskatchewan, (hereinafter called "THE TENANT").

### **OF THE SECOND PART**

#### **PREAMBLE**

**WHEREAS** THE LANDLORD owns the land and building located on the following land;

Lot C, Block E, Plan 82PA10562

(hereinafter called the "Arts Centre");

**AND WHEREAS** THE LANDLORD and THE TENANT had previously entered into a lease agreement effective July 1, 2022.

**AND WHEREAS** "THE TENANT" has agreed to continue to Lease from "THE LANDLORD", who has agreed to Lease to "THE TENANT" approximately **185 sq. ft.** as shown on the plan attached hereto and marked Schedule "A" of the second floor of the Arts Centre (hereinafter referred to as "LEASED PREMISES"), under the new terms contained herein;

**NOW THEREFORE**, this indenture witnesseth that in pursuance of the aforesaid Agreement and in consideration of the rents, covenants, agreements and conditions hereinafter reserved and contained on the part of "THE LANDLORD" and "THE TENANT" to be respectively paid, kept, observed and performed, "THE LANDLORD" does demise and Lease unto "THE TENANT" the "LEASED PREMISES" and which form part of the whole premises being hereinafter referred to as the "CITY OFFICES", on the following terms and conditions:

#### **INTENT OF LEASE**

1. It is the intent of the parties that rental payments under this Lease shall be comprised of a base rent. The base rent shall include all charges or levies for the following utilities, namely natural gas, electrical power, and water and sewer, properly incurred in respect to the Leased Premises during the term hereof. The provision of telephone, internet services to the Leased Premises, goods and services tax, provincial sales tax, all municipal, land and building taxes and assessments on the demised premises levied by the City of Prince Albert, and any other specific tax or levies arising as a result of "THE TENANT'S" operation of its business shall be the responsibility of "THE TENANT."

### **TERM**

2. To have and to hold the same unto "THE TENANT" for and during a term of two (2) years, to be computed from the 1st day of July, 2024 (hereinafter referred to as "the Commencement Date"), and from thenceforth next ensuing and fully to be complete and ended on the 30th day of June, 2026, subject to earlier termination which may be effected by either party giving thirty (30) days written notice.
  - a) In the event that the THE TENANT is in full compliance with the terms and conditions of the within Lease, it shall have the option of renewing one time, the within lease, for a further two (2) years upon the same terms and conditions as set out herein, save and except for the base rent which shall be agreed upon in writing (dated and signed) by the parties, not later than March 15, 2026.
  - b) In the event that THE TENANT wishes to renew the lease term, it shall notify THE LANDLORD of its intention to do so, in writing, prior to December 1, 2025.
  - c) In the event that THE TENANT does not so notify THE LANDLORD prior to December 1, 2025, or failing such written agreement respecting base rent prior to March 15, 2026, THE LANDLORD shall have access to the premises for the purpose of renting the same to any party and shall be entitled to prominently display upon the premises that they are available for rent.

### **RENT**

3. Yielding and paying unto "THE LANDLORD" quarterly during the term (and proportionately for any fraction of the years) without any deduction, set-off or abatement whatever:

#### **Base Rent**

- (a) "THE TENANT" shall pay for the within Leased Premises, during the term of this Lease or any renewal thereof, commencing on the Commencement Date

a base rent as follows:

(i) Subject to annual rent adjustments referred to in provision 3(a)(iii) of this Lease, pay THE LANDLORD \$2,989.02 per year for the rental of the office space for the years beginning July 1, 2024 and ending June 30, 2026.

(ii) Subject to annual rent adjustments referred to in provision 3(a)(iii) of this Lease, the annual base rent is to be paid in increments through each year every 3 months, as follows:

1. August 1	\$747.25
2. November 1	\$747.25
3. February 1	\$747.25
4. May 1	\$747.27

(iii) After the first year of the term of this Lease, the annual rent shall be increased by the annual rates and fees increase amount for 2025 of the annual base rent on each anniversary date during the remaining term of the Lease or any renewal thereof. It is further understood and agreed that the Tenant shall be responsible to pay any Goods and Services Tax (GST) which may apply.

#### Additional Rent

(b) Such other amounts as shall become due and payable pursuant under this Lease, as additional rent; all to be paid by "THE TENANT" to "THE LANDLORD" at such place as the Landlord may designate from time to time, without any prior demand for them. Additional rent means all charges or fees which may be chargeable against the Landlord because of the use and occupation of the premises by "THE TENANT."

#### Back Rent

(c) All back rent from July 1, 2022, the effective date of the previous lease agreement, to June 30, 2024 shall be paid upon signing of this Lease Agreement.

#### Goods and Services Tax

(d) It is acknowledged and agreed that the base rent and additional fees hereinbefore described by the Tenant under this lease, does not include Goods and Services Tax which shall be the sole responsibility of the Tenant.

#### Interest on Overdue Rent

- (e) Interest shall be payable and compounded with, and added to the principal sum owing on overdue payments of any monies payable by "THE TENANT" to "THE LANDLORD" pursuant to the terms of this Agreement, and shall thereafter constitute a part of the sum hereunder and shall accrue interest at a compounded interest rate of 1.5 percent per month, being the equivalent of 19.56 percent per annum, from a date sixty (60) days after the date of invoice, or in the event of rent, from the date same is due and owing, and continuing until payment is made.

#### **NATURE OF BUSINESS**

4. "THE TENANT" covenants with "THE LANDLORD" that it will not use the Leased Premises except for the purpose of carrying on its business activities which includes promoting and facilitating cultural programs within the Prince Albert area.

#### **COMPLIANCE AND INDEMNIFICATION**

5. "THE TENANT" covenants with "THE LANDLORD" during the term of this Lease or any renewal thereof to comply promptly at its own expense with all laws, ordinances, regulations, policies, bylaws and requirements of the municipal and other authorities, and all notices in pursuance of same, whether served upon "THE LANDLORD" or "THE TENANT", and to indemnify and save harmless "THE LANDLORD" from and against all any manner of actions or causes of action, damages, loss, cost or expenses, which "THE LANDLORD" may sustain, incur or be put to by reason of:
- (i) Any breach, violation or non-performance of any covenant or proviso hereof on the part of the Tenant;
  - (ii) Any damage to property occasioned by the use and occupation of the Leased Premises;
  - (iii) Any injury to person or persons including death resulting at any time therefrom occurring in or about the Leased Premises in or about the premises or sidewalks adjacent thereof; or
  - (iv) Any claim that may be made regarding a defective or faulty product, part, workmanship, or service arising from the business of the Tenant.

Such indemnification in respect of any breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease shall survive any termination of this Lease anything in this Lease to the contrary notwithstanding; provided however, that such indemnification shall in no event extend to the direct primary and proximate results of the negligence, reckless or wilful conduct of THE LANDLORD, its agents, employees or representatives.

## **TENANTS COVENANTS**

### 6. "THE TENANT" further covenants with "THE LANDLORD":

#### Rent

- (a) to pay all rent as aforesaid;

#### Goods and Services Tax

- (b) to pay to "THE LANDLORD" an amount equal to any and all goods and services taxes, sales taxes, value added taxes, or any other taxes imposed on "THE TENANT" but to be collected by "THE LANDLORD" whether characterized as a goods and services tax, sales tax, value added tax or otherwise (herein called "Goods and Services Tax").

#### Other Tax

- (c) to pay all municipal, land and building taxes and assessments on the demised premises levied by the City of Prince Albert, and to pay the appropriate authorities business and other taxes, charges, fees, rates, duties and assessments levied, rated, imposed, charged, or assessed against or in respect of "THE TENANT'S" occupancy of the Leased Premises.

#### Alteration to Leased Premises

- (d) to execute any construction, remodelling, alterations, or additions of or to the Leased Premises only as authorized in writing by "THE LANDLORD" and then in a good, substantial and workmanlike manner in conformity with the requirements of "THE LANDLORD", its architects or contractors as to specifications, time and use of the area, which consent may be arbitrarily withheld by "THE LANDLORD".

#### Telephone Services

- (e) to pay and discharge as soon as due, all charges for telephone services supplied to "THE TENANT".

#### Repair

- (f) to keep the Leased Premises and fixtures and equipment forming part thereof and all additions thereto in good and tenantable repair and condition,



reasonable wear and tear excepted.

#### Inspection

- (g) to permit "THE LANDLORD", its agents or servants with or without workmen or others at all reasonable times to enter upon all parts of the Leased Premises and to view the condition thereof.

#### Exterior

- (h) not to install any interior or exterior lighting or fixtures, shades, awnings, decorations, or do any painting without "THE LANDLORD'S" prior consent.

#### Signs

- (i) to displays signs advertising its premises and business at such locations and with such specifications as may be approved by "THE LANDLORD".

#### Use of Equipment

- (j) to use all equipment contained in the Leased Premises only for the purpose for which it was constructed and installed, and to pay the expense of any stoppage or damage, unless the same is caused by the negligence of "THE LANDLORD", its agent or servants.

#### Nuisance

- (k) not to do nor permit to be done upon the Leased Premises anything which might reasonably be deemed to be a nuisance, inconvenience or damage to "THE LANDLORD", or to the other tenants in the Leased Premises.

#### Use

- (l) not to use nor to permit the use of any portion of the Leased Premises for any purpose other than described under paragraph 4 hereof, it further being understood and agreed that the "TENANT" shall utilize the Leased Premises as follows:

Monday – Thursday 9:00 a.m. – 9.00 p.m.,  
 Friday 9:00 a.m. - 5:00 p.m.,  
 Saturday 10:00 a.m. – 4:30 p.m.

Summer hours are as follows:

Monday/Tuesday/Wednesday/Friday 9:00 a.m. – 5:00 p.m.,  
 Thursday 9:00 – 9:00 p.m.,  
 Saturday 10:00 a.m. – 2:00 p.m.

Increasing Landlord Insurance Liability

- (m) not to do or suffer to be done on the Leased Premises anything without the written consent of "THE LANDLORD" whereby any of the policies of insurance issued with respect to the Leased Premises may be rendered void or voidable by the insurers of the premiums paid therefore increased.

Insurance

- (n) to insure forthwith upon commencement of the term and keep insured with an insurer or insurers satisfactory to "THE LANDLORD" at the sole cost and expense of "THE TENANT", for the mutual benefit of "THE LANDLORD" and "THE TENANT", jointly and severally:
- (i) premises, property or operations, bodily injury, liability insurance (meaning thereby insurance against the liability imposed by law upon "THE TENANT" for the damages for care and loss of services because of bodily injury, and including death at any time resulting therefrom sustained by any person);
  - (ii) premises, property or operations, property damage, liability insurance (meaning thereby insurance against the liability imposed by law upon "THE TENANT" because of damage to or destruction of property, including loss of use thereof caused by accident, occurring and arising from the Leased Premises and/or property and "THE TENANT'S" operations described in this Lease); and
  - (iii) for the inclusive limits of Five Million Dollars (\$5,000,000.00) (exclusive of interest and costs) for the loss or damage resulting from bodily injury to or the death on one or more persons and for loss or damage to property regardless of the number of claims arising from and to produce evidence of such insurance upon the request of "THE LANDLORD".
  - (iv) to place and maintain at all times during the term or any renewal hereof, at its expense, insurance against damage to the Leased Premises or any of "THE LANDLORD'S" fixtures located therein resulting from theft, breaking and entering or malicious damage and to indemnify and save "THE LANDLORD" harmless against any loss or damage arising out of such theft, breaking and entering or malicious damage.
- (o) Not to do or suffer to be done on the Leased Premises anything without the written consent of the Landlord whereby any of the policies of insurance issued with respect to the Leased Premises may be rendered void or

voidable by the insurers of the premiums paid therefor increased.

- (p) Each such policy shall provide that the insurer shall not have any right to subrogation against THE LANDLORD on account of any loss or damage covered by such insurance, or on account of payments made to discharge claims against, or liabilities of, THE LANDLORD or THE TENANT covered by such insurance.

#### Assignment

- (q) not to assign or sublet, mortgage, encumber or part with the possession of the Leased Premises or any part thereof without first obtaining the written consent of "THE LANDLORD", which consent may be withheld; PROVIDED THAT no assignment will relieve "THE TENANT" of its contractual obligations hereunder.

#### Liens

- (r) not to create or permit to be created and maintained and to cause to be discharged any lien levied on account of the imposition of any builders, labourers' or material man's lien upon the whole premises or any part thereof and "THE TENANT" will not suffer any other matter or thing whereby the said rights or interests of "THE LANDLORD" in the whole premises or any part thereof might be impaired.

#### Surrender of Premises

- (s) At the expiration or sooner, termination of the demised term or any renewal thereof, peacefully surrender and yield up unto THE LANDLORD the Leased Premises hereby demised, in good and substantial repair and condition (reasonable wear and tear not inconsistent with THE TENANT's maintenance obligations, excepted).

### **LANDLORD'S COVENANTS**

7. "THE LANDLORD" hereby covenants with "THE TENANT" as follows:

#### Quiet Possession

- (a) that "THE TENANT", upon paying the rent and fulfilling "THE TENANT'S" covenants shall peaceably hold and enjoy the Leased Premises during the said term without any interruption by "THE LANDLORD" or any person rightfully claiming under or in trust for "THE LANDLORD".

#### Use of Common Areas

- (b) that the "TENANT", its employees, invitees and customers during the term

of this Lease shall be entitled to use the common areas of the City offices, including hallways, walkways, washrooms and other common outside areas as may be designated by the 'LANDLORD' for the purpose of ingress to or egress from the Leased Premises.

- (c) The right of use of the several parts of the common areas shall be restricted to their appropriate and intended use and shall be subject to the rules and regulations imposed by the 'LANDLORD'.

#### Insurance of Landlord

- (d) that "THE LANDLORD" shall take out and keep in force during the term, insurance with respect to the whole premises, except for the leasehold improvements to the Leased Premises. The insurance to be maintained by "THE LANDLORD" shall be in respect of perils and to amounts and on terms and conditions which from time to time are insurable at a reasonable premium and which are normally insured by reasonably prudent owners of properties similar to the premises, all as from time to time determined at reasonable intervals by insurance advisors selected by "THE LANDLORD", and whose opinion shall be conclusive.

#### Structural Repairs

- (e) that "THE LANDLORD" shall at its expense effect such necessary structural repairs to the premises and to the roof thereof as "THE LANDLORD", acting reasonably, shall consider necessary;

PROVIDED, that nothing herein shall be construed as limiting the right of "THE LANDLORD" to alter or revise office space within the City offices including those related to the common areas.

#### Janitorial Services

- (f) that "THE LANDLORD" will provide janitorial services to the Leased Premises at a cost as hereinbefore provided.

### **MUTUAL COVENANTS**

8. "THE LANDLORD" and "THE TENANT" hereby mutually agree as follows:

#### Default

- (a) that if the rent or any part thereof shall remain unpaid for fifteen (15) days after becoming payable or if any other covenant by "THE TENANT" herein shall not be fulfilled, and such default shall continue for fifteen (15) days of written notice thereof has been given by "THE LANDLORD" to "THE TENANT", or if "THE TENANT" shall become bankrupt or insolvent or if any receiving order in bankruptcy shall be made against "THE TENANT" or "THE TENANT" shall make any assignment for the benefit of its creditors under

*The Bankruptcy Act* or take the benefit of any statute for the relief of insolvent debtors, or in case the Leased Premises or any part thereof should become and remain vacant and unoccupied for a period of twenty (20) days or be used by any person other than "THE TENANT", or be used by any person including "THE TENANT" for any purpose other than as hereinbefore provided, without the written consent of "THE LANDLORD", then and in every such case, the then current month's rent and three (3) months' additional rent shall immediately become due and payable and it shall be lawful for "THE LANDLORD" and any person or persons authorized by "THE LANDLORD" to re-enter the Leased Premises or any part thereof and re-possess them as in its former state and to expel THE TENANT and any other occupier from the premises, anything in this Lease to the contrary notwithstanding, and thenceforth these presents at the option of the Landlord shall be void.

#### Overflow, Leakage and Accident

- (b) that "THE LANDLORD" shall not be liable for any loss or damage caused by any overflow or leakage of water or electricity or gas or fuel oil from any part of the Leased Premises or by any seepage or overflow from neighbouring premises or for any damage, loss or expense that may be suffered or incurred by reason of any accident or the machinery, fixtures, equipment, lights, gas, water or other pipes, appliances, or any fixtures or by any other matter or thing whatsoever or for any damage arising from neglect, accident or misadventure in connection with the use, misuse or abuse of water or electricity or gas or fuel oil.

#### Heating

- (c) that "THE LANDLORD" shall supply heat and air conditioning from one or more central heating plants and air-conditioning units which shall be installed, maintained and operated by "THE LANDLORD". Any costs of repair or replacement shall be the responsibility of "THE LANDLORD" unless such repairs or replacements are necessitated by the misuse of "THE TENANT" or its agents, employees, or invitees.

#### Indemnity

- (d) that if "THE LANDLORD" shall suffer any expense or be obligated to make any payment for which "THE TENANT" is liable hereunder, by reason of any failure of "THE TENANT" to observe and comply with any of the covenants of "THE TENANT", then "THE LANDLORD" shall have the right to add the expense or payment to the rent by way of additional rent and the amount shall thereupon immediately be due and payable as rent and recoverable in the manner provided by law for the recovery of rent in arrears.

Examination and Acceptance of Premises

- (e) that "THE TENANT" shall examine the Leased Premises before taking possession hereunder and such taking of possession shall be conclusive evidence as against "THE TENANT" that at the time thereof the Leased Premises were in good order and satisfactory condition.

Fixtures

- (f) that "THE TENANT" may install in the Leased Premises such furniture, fixtures and equipment as it may require for its business therein, and, may remove the same at the termination of the Lease and in the event of such removal shall repair any damage caused thereby.

Damages or Destruction of Building and Premises

- (g) provided that, and it is hereby expressly agreed that if, during the said term or any renewal thereof, the building in which the Leased Premises or any part thereof is situated shall be destroyed or damaged by fire, lightning, tempest, impact from aircraft, acts of God, or the Queen's enemies, riots, insurrections, explosion, or structural defects or weakness, the following provisions shall have effect:

- (i) If the Leased Premises are rendered partially unfit for occupancy by "THE TENANT" the rent hereby reserved shall abate in part only in the proportion that the part of the Leased Premises rendered unfit for occupancy by "THE TENANT" bears to the whole of the Leased Premises, or if the Leased Premises are rendered wholly unfit for occupancy by "THE TENANT", the rent hereby reserved shall be suspended in each case until the Leased Premises have been rebuilt or repaired or restored;
- (ii) In the event of substantial destruction of the Leased Premises or of the building in which the Leased Premises is situated (whether or not the Leased Premises be affected), "THE LANDLORD" of "THE TENANT" may, within one (1) month after such destruction and on giving written notice or the other, declare this Lease terminated forthwith, and in such event, rent shall be apportioned and shall be payable up to the time of such destruction, and "THE TENANT" shall be entitled to be reimbursed by "THE LANDLORD" for any rent in advance and unearned or a proportionate part thereof.

The expression "substantial destruction" shall mean such damage as requires substantial alteration or reconstruction of the Leased Premises or of the building in which the Leased Premises is situated as cannot reasonably be repaired within a period of four (4) months from the time of such damage.

Landlord's Right to Access

- (h) that "THE LANDLORD" shall have the right to make changes or additions to the pipes, conduits, and ducts in the Leased Premises when necessary to serve adjoining premises but not in any way as to interfere materially with the use and enjoyment of the Leased Premises and "THE LANDLORD" shall make good any damage to the Leased Premises so caused.

Sale, Lease, or Assignment by Landlord

- (i) In the event of the sale or lease by THE LANDLORD of the Leased Premises, or a portion thereof which contains the Leased Premises, or the assignment by THE LANDLORD of this Lease or any interest of THE LANDLORD hereunder, THE LANDLORD shall, to the extent of such purchaser, lessee under such lease, or assignee, assume the covenants and obligations of THE LANDLORD hereunder, be freed and relieved of liability pursuant to such covenants and obligations without further agreement. THE TENANT shall from time to time, at the request of THE LANDLORD, certify or acknowledge to any actual proposed mortgagee, purchaser, lessee or assignee, the status and validity of this lease, and the state of THE LANDLORD's and THE TENANT'S account hereunder.

Over-Holding

- (j) that if "THE TENANT" shall hold over and continue to occupy the Leased Premises after the expiration of the term or any renewal thereof hereby granted and "THE LANDLORD" shall accept rent at the rate hereby reserved, the tenancy thereby created shall be month to month only subject to all of the covenants, agreements, conditions, provision, and obligations of this Lease insofar as the same are applicable to a month to month tenancy.

Remedy

- (k) that time is of the essence of this Lease and of every term and provision hereof and no waiver by "THE LANDLORD" or any breach by "THE TENANT" shall be deemed a waiver of or in any way affect or prejudice the rights and remedies of "THE LANDLORD" in respect of any future or other breach of the covenants or obligations on the part of "THE TENANT" herein contained.

Notice

- (l) that any notice which is required to be given under the terms of this Lease may be effectually given by the Parties hereto by mailing the same by registered mail as follows:

Tenant's Address: Common Weal Community Arts Inc.

Northern Office  
1010 Central Avenue  
Prince Albert, SK S6V 4V5

Landlord's Address: The City of Prince Albert

1084 Central Avenue  
Prince Albert, SK S6V 7P3

Any such notice shall be deemed to be given on the second day following the day on which such mailing was registered by the sender.

**RELATIONSHIP CREATED**

9. IT IS UNDERSTOOD AND AGREED that neither the method of computation of rent nor any other provision contained herein or any act or acts of the Parties hereto shall be deemed to create any relationship between the Parties hereto other than the relationship of Landlord and Tenant.

**AMENDMENT OF LEASE**

10. This Lease Agreement may not be modified or amended except by an instrument in writing signed by the Parties hereto or by their successors or assigns.

**TERMS, COVENANTS AND CONDITIONS INVALID**

11. If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or application of such terms, covenant or condition to any person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

**GOVERNING LAW**

12. This Lease shall be construed and governed in accordance with the laws of the Province of Saskatchewan.

**ENTIRE AGREEMENT**

13. This Lease Agreement contains the entire agreement between the Parties and it is admitted so that they shall be forever estopped from asserting to the contrary and there is no condition, precedent or warranty of any nature whatsoever and no collateral warranty or covenant whatsoever to the within Lease.



**ENUREMENT**

14. This Lease Agreement shall enure to the benefit of and be binding upon the Parties hereto, their heirs, executors, administrators, successors and assigns.

**EFFECTIVE DATE**

15. "THE LANDLORD" and "THE TENANT" agree that notwithstanding this Agreement may be signed at an earlier or later date, the effective date shall be July 1<sup>st</sup>, 2024.

**IN WITNESS WHEREOF** the City of Prince Albert has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this \_\_\_\_\_ day of June, A.D., 2024.

**THE CITY OF PRINCE ALBERT**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**

**IN WITNESS WHEREOF** the Common Weal Community Arts Inc. has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this \_\_\_\_\_ day of June, A.D., 2024.

**COMMON WEAL COMMUNITY  
ARTS INC.**

\_\_\_\_\_  
\_\_\_\_\_



# City of Prince Albert

**RPT 24-127**

**TITLE:** Mann Northway Rights Agreement - PA Slo-Pitch League

**DATE:** May 1, 2024

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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## **RECOMMENDATION:**

1. That the Naming Rights Agreement with Mann-Northway Auto Source Ltd. Buick in the amount of \$10,000 per year for (3) years ending December 31, 2026 be approved,
2. That the Mayor and City Clerk be authorized to execute the attached Naming Rights Agreement on behalf of the City of Prince Albert.

## **TOPIC & PURPOSE:**

The purpose of this report is to outline a new Naming Rights Sponsor for the PA Slo-Pitch League. Lakeland Ford served as the previous naming rights holder however declined the opportunity to renew their agreement beginning with the 2024 season. The Naming Rights Agreement with Mann-Northway will provide further resources to upgrade the park which is owned by the City of Prince Albert and operated by the Prince Albert Slo-Pitch League.

## **BACKGROUND:**

The City of Prince Albert and Prince Albert Slo-Pitch league operate under a License Agreement for Lakeland Ford Park. In 2016 the League and Community Services Department developed a Sponsorship Plan for the former Downtown Lions Park which has been successful in securing sponsorship funds to support facility and equipment upgrades.

## **PROPOSED APPROACH AND RATIONALE:**

All Naming Rights & Sponsorship revenues generated under the Sponsorship Plan are

allocated on an annual basis to the PA Slo-Pitch League Improvements Reserve. Naming Rights to the park, all 7 diamonds and a washroom building all have sponsorship components resulting in \$32,000 being available annually for improvements.

These improvements have included:

- shale replacement on all diamonds
- construction of a new washroom building
- installation of a playground
- fencing repairs
- purchase of new grooming equipment
- improved security in the concession building.

Recommendations for improvements to be funded from the PA Slo-Pitch League Reserve Fund will continue to be put forward through the City's annual Budget deliberations.

#### **CONSULTATIONS:**

Representatives from the Community Services Department and Prince Albert Slo-Pitch League met with Mann-Northway to review the opportunity for Naming Rights at the Park. These consultations will continue throughout the term of the agreement in order to ensure the terms and conditions are being met to the sponsor's satisfaction. There will also be activation opportunities for Mann-Northway to promote their products and services on site during the PA Slo-Pitch League activities.

#### **COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

Upon approval of the Naming Rights Agreement, Mann Northway will have the opportunity to replace signage related to the Naming Rights of the Park as outlined within the Naming Rights Agreement.

#### **POLICY IMPLICATIONS:**

The Sponsorship Plan was developed in conjunction with the City's Naming Rights & Sponsorship Policy.

**FINANCIAL IMPLICATIONS:**

The term of this agreement will generate \$30,000 for improvements at Mann Northway Park in support of the PA Slo-Pitch League.

**PRIVACY IMPLICATIONS:**

There are no privacy implications.

**STRATEGIC PLAN:**

The implementation of a Sponsorship Plan has provided the opportunity to secure external funding and support for improvements to the facilities and equipment at the park. As a result this aligns with the Strategic Goal of Promoting a Progressive Community.

**OFFICIAL COMMUNITY PLAN:**

The report aligns with section 9.2 of the Official Community Plan. The re-development and maintenance of parks and recreation facilities along with the requirement to plan for and meet the changing priorities of the user groups.

**PUBLIC NOTICE:**

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

**ATTACHMENTS:**

1. Mann Northway Naming Rights Agreement

Written by: Tim Yeaman, Parks Manager

Approved by: Director of Community Services & City Manager

## **Naming Rights Agreement**

**THIS AGREEMENT** made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**BETWEEN:**

**THE CITY OF PRINCE ALBERT**, in Prince Albert in the  
Province of Saskatchewan, hereinafter called “The City”

-And-

**MANN-NORTHWAY AUTO SOURCE LTD. BUICK**

A body corporate, having an office in Prince Albert, in the Province of  
Saskatchewan, (hereinafter referred to as **Mann-Northway**)

**WHEREAS** the City of Prince Albert has adopted a Naming Rights and Sponsorship Policy as of April 13, 2015 to advertise within City of Prince Albert owned facilities in Prince Albert, Saskatchewan;

**AND WHEREAS** the City has identified naming rights opportunities within the facility located within the Pehonan Parkway, used by the Prince Albert Slo-Pitch League;

**NOW THEREFORE** this Agreement witnesseth that in consideration of the mutual covenants hereinafter contained the parties agree as follows:

### **ARTICLE 1: GRANT OF LICENSE**

1.1 In accordance with Section 7.01(d) of the Naming Rights & Sponsorship Policy #71 passed April 13, 2015 by City Council, **Mann-Northway** is a corporation prepared to make a substantial contribution to the City as outlined in Article 3 of this agreement, in exchange for the naming rights of the Prince Albert Slo-Pitch facility located within Pehonan Parkway, now to be known as ***Mann-Northway Park – Home of the PA Slo-Pitch League***.

### **ARTICLE 2: CITY OF PRINCE ALBERT UNDERTAKINGS**

2.1 In accordance with Section 8 of the Naming Rights & Sponsorship Policy #71 the City of Prince Albert will provide to **Mann-Northway**:

- a) The right to name the said facility ***Mann-Northway Park – Home of the PA Slo-Pitch League*** for the duration of this agreement which includes:

Reference to the facility on City Communication platforms, including but not limited to:

1. News Releases
  2. Website
  3. Social Media
  4. Directional signage to the facility
- b) Space to install advertising at the facility at Lake Country Co-op's cost as indicated in Section 3.1 below.

### **ARTICLE 3: LAKE COUNTRY CO-OP UNDERTAKINGS**

3.1 **Mann-Northway Auto** undertakes and agrees with the City that they shall create, install and maintain signage as follows at the facility:

- a) **Entrance Signage (1) (Min. 5'W X 5'H)** – the monument sign at the entrance to the facility will indicate it is **Mann-Northway Park – Home of the P.A. Slo-Pitch League**.
- b) **Diamond Signage (7) (Min. 4'W X 8'W)** – **Mann-Northway** will receive a sign on the backstop of each of the 7 diamonds.
- c) **Washroom Signage (2) (Min. 4'W X 4'H)** – **Mann-Northway** will receive a sign on the Washroom located in the parking lot of the facility.
- d) **Out building Signage (1) (Min. 12'W X 4'H)** – **Mann-Northway** will receive a sign on the out buildings located between Diamonds 4 and 5.

3.2 **Mann-Northway** provides concepts and artwork to the City of Prince Albert for approval subject to Article 5.

### **ARTICLE 4: MAINTENANCE AND REPAIR**

4. **Mann-Northway** shall be responsible for the installation, maintenance and repair of all sign structures, specifically Lake Country Co-op shall:

- a) Supply all personnel, tools, equipment, materials and incidentals necessary to keep all signage in a presentable appearance to the satisfaction of the City;
- b) Keep, repair or improve the appearance of any signage within 72 hours of receiving written notice from the City indicating that the sign does not meet these standards as to the state of repair, cleanliness, or appearance of the signage;
- c) Have the sole responsibility of installing all advertising material;

## ARTICLE 5: ADVERTISING CONTENT

5. During the term of this agreement, **Mann-Northway** shall have the exclusive right to display advertising on the signage within this agreement, specifically, **Mann-Northway** subject to the following conditions:
- (a) Compliance with the Canadian Code of Advertising Standards;
  - (b) Presenting portrayals of individuals or groups in a manner which is not demeaning or derogatory ;
  - (c) Displaying advertising copy that is of acceptable, high moral standard and is not contrary to public order and good taste;

## ARTICLE 6: DURATION

- 6 This agreement is for a period of 3-years beginning upon signing of this agreement in the year of 2024, throughout the period ending December 31, 2026. At the discretion of both parties this agreement may be renewed for an additional 3-year period beginning January 1, 2027 through December 31, 2029. This option will be exercised by July 1, 2026.

## ARTICLE 7: NAMING RIGHTS FEE

- 7.1 In consideration of the Naming Rights and signage provided in Article 3.1, **Mann-Northway** agrees to provide support in the form of financial consideration to the City of Prince Albert:
- i) May 1, 2024 – a sum of Ten Thousand Dollars (\$10,000.00) plus applicable GST for 2024.
  - ii) January 1, 2025 – a sum of Ten Thousand Dollars (\$10,000.00) plus applicable GST for 2025.
  - iii) January 1, 2026 – a sum of Ten Thousand Dollars (\$10,000.00) plus applicable GST for 2026.

The City of Prince Albert will issue invoices to **Mann-Northway** 30 days prior to the dates indicated above.

## ARTICLE 8: RIGHT OF RENEWAL

- 8 Upon the expiration of this agreement, subject to being in good standing, **Mann-Northway** has the right to renew the agreement with the City of Prince Albert, subject to be negotiated financial considerations to the satisfaction of both parties.



## ARTICLE 9: TERMINATION

- 9.1 Any of the following occurrences or acts shall constitute an event of default by **Mann-Northway**, and shall be considered sufficient cause to terminate the agreement, specifically:
- (a) If **Mann-Northway** willfully breaks or neglects to observe or perform any of the terms of the agreement;
  - (b) If payments due to the City under the terms of the agreement are not processed within thirty (30) days of payment becoming due;
  - (c) If the rights granted shall at any time be seized or taken in execution or in attachment by any creditor of **Mann-Northway**, or if **Mann-Northway** becomes bankrupt or makes any assignment of the contract in violation of the terms of the agreement.
- 9.2 If sufficient cause exists to justify such action, the City may provide notice to cancel the agreement and terminate all rights of **Mann-Northway** by mailing through registered mail to **Mann-Northway** a notice in writing to that effect. Should sufficient cause continue for thirty (30) days after the City has given notice to **Mann-Northway**, all rights and privileges conferred on **Mann-Northway** shall immediately cease and terminate, without prejudice to any other rights or remedies the City may have. The City shall also be entitled to recover any monies owing and likewise provide money back to **Mann-Northway** on a pro-rata basis for monies already paid.
- 9.3 Notwithstanding anything contained herein, the City may, at any time during the term of the agreement, upon giving thirty (30) days' notice to **Mann-Northway** (to remedy any situations) terminate the agreement if the City is of the opinion that the services supplied by **Mann-Northway** are not of a standard acceptable to the City.
- 9.4 Termination may be given by either party for any other reason by six (6) months written notice.
- 9.5 This Agreement, the parties agree that the Licensee shall be responsible for the removal of the signage structures upon termination of this Agreement and the site be restored to its original condition.

## ARTICLE 10: ASSIGNMENT

- 10 The rights and privileges of **Mann-Northway** may only be assigned upon obtaining the written consent of the City, which consent may be withheld without the giving of reasons therefore.

## **ARTICLE 11: NOTICE**

- 11 Any notices required to be delivered or given by any Party to this Agreement shall be delivered to the address and to the individuals indicated below:

### **City of Prince Albert:**

Attn: Director of Community Services or Designate  
1084 Central Avenue,  
Prince Albert, SK S6V 7P3  
(306) 953-4800

### **Mann-Northway Auto Source Ltd:**

Attn: Mr. Mark Ripley, Dealer Principal  
500 Marquis Road  
Prince Albert, SK S6V 883  
(866) 751 - 9626

## **ARTICLE 12: MODIFICATION**

12. No departure or waiver of the terms of this Agreement shall be deemed to authorize any prior or subsequent departure or waiver, and the City shall not be obligated to continue any departure or waiver or permit subsequent departure or waiver. No alteration or modification of any of the provisions of this Agreement shall be binding unless the same be in writing and signed by the parties.

## **ARTICLE 13: GENERAL**

- 13.1 This Agreement represents the entire agreement between the parties.
- 13.2 No amendment or modification of this agreement shall be effective unless it is in writing and signed by each of the parties. Either party without the prior written approval of the other shall not assign this agreement.
- 13.3 This Agreement shall be interpreted in accordance with the laws of the Province of Saskatchewan.

**IN WITNESS WHEREOF** the City of Prince Albert has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2024.

**CITY OF PRINCE ALBERT**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**IN WITNESS WHEREOF Mann-Northway Auto Source Ltd**, has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2024.

**Mann-Northway Auto Source Ltd**

Per: \_\_\_\_\_

Per: \_\_\_\_\_



# City of Prince Albert

**RPT 24-130**

**TITLE:** Abatement Request - 4537 & 4659 7th Avenue E

**DATE:** **May 2, 2024**

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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## **RECOMMENDATION:**

That the request from Athabasca Denesuline Education Authority to write off penalties in the amount of \$3,117.80 charged to Roll Number 203015500 and 203015400 for the properties located at 4537 & 4659 7<sup>th</sup> Avenue East be denied.

## **TOPIC & PURPOSE:**

To forward for Council's consideration the request of Athabasca Denesuline Education Corp. that all interest and penalties charged on property owned by Athabasca Denesuline Education Authority (ADEA) be reversed. The two properties include Roll No. 203015500 and 203015400 for the new properties purchased in the Yard District located at 4537 & 4659 7<sup>th</sup> Avenue East.

## **BACKGROUND:**

Athabasca Denesuline Education Corp. forwarded the attached email correspondence dated December 11, 2023 to the City Clerk.

Executive Committee, at its meeting of January 8, 2024, received and referred the correspondence to the Financial Services Department.

Athabasca Denesuline Education Corp. (ADEC) purchased the two properties in November 2022. As they are brand new roll numbers, the properties were set up at that time with existing ownership information for ADEC.

In January 2023, the Assessment Department mailed out Assessment Notices to the property owner indicating they would be a taxable property for 2023. The property owner had follow up conversations in January 2023 with the City Assessor regarding these properties, which included the City Assessor providing property tax estimates from the Senior Accounting Manager for the 2023 tax year.

In December 2023, the property owner for Roll 203015500 and 203015400 emailed the City in relation to a letter they received from the Senior Accounting Manager indicating that there was still a balance owing on both of their properties and asked that the City reverse all penalty charges.

The property owner's concerns relative to their property tax arrears include:

**Property Owner:** They believe the penalty charges are in error.

**Administration Response:** There were no payments received by the property owner before the property tax deadline of June 30, 2023, therefore, late penalties have been applied to the account.

The City's Bylaw 13 of 2012, Section 5, states as follows:

*"5. Upon default of payment of taxes on the due date pursuant to Section 3, a taxpayer shall be required to pay, in addition to the taxes subject to penalties, penalty charges on the amount of taxes outstanding as follows:*

*(a) A penalty charge of one point nine percent (1.9%), on the first day following the tax due date as outlined in Section 3 and an additional one point nine percent (1.9%) on the first day of each of the remaining months of the year notwithstanding the fact that the last day of the previous month was a non-work day.*

*(b) The penalty rates are to be applied against all outstanding current taxes, any other charges transferable to the tax roll, and existing penalty amounts.*

*(c) The penalty charges are to be added to and form part of the tax roll and become part of the tax arrears."*

**Property Owner:** They did not receive property tax notices or reminder notices.

**Administration Response:** Property tax notices were mailed out May 25, 2023. A follow up reminder notice was mailed out July 15, 2023. There was no undeliverable mail returned to City Hall for either of these properties to indicate that the property owner did not receive either notice.

As per The Cities Act, it is stated:

*“240(1) A tax notice is deemed to be received seven days after it is sent.”*

**Property Owner:** The mailing address was incorrect on the tax notice that they received December 6, 2023. However, the Utility Invoices have the correct address.

**Administration Response:** The address on the property tax notice was 25 11<sup>th</sup> Street East. This address was already set up in the City’s system as their mailing address because they already owned another property in the City and this was the mailing address for that property. When another property is purchased by the same owner, the City does not typically update the mailing address based off of what is sent by ISC, because we already have their information, and it is deemed accurate. Often the lawyer’s office handling the sale will use their own mailing address for their client (very common with new construction properties), when in fact, they do not want the tax notices going to their office but to the actual property owner. Prior to the email dated December 11, 2023 addressed to the City Clerk, the City had not been notified that 25 11<sup>th</sup> Street East was no longer an accurate mailing address.

The mailing address on the utility bill is 153 South Industrial Drive, which the water department has noted that they were notified in March 2022 to update the water bill to that address. The tax department (or assessment department) was not notified.

Seeing that was the case, the Senior Accounting Manager forwarded correspondence and the respective Tax Statements to 153 South Industrial Drive to advise that they had an outstanding balance on both properties.

This report is recommending that the remaining penalties charged in the amount of \$3,117.80 be payable by the property owner, considering the following:

- While the mail was delivered to the former mailing address instead of the address the property owner wanted it updated to, it is the responsibility of the property owner to notify the City if their mailing address needs updating.
- The property owner did not update a mailing address when they spoke with the Assessment Division in January 2023, despite updating the mailing address with the water division in March 2022.
- The Cities Act deems Tax Notices to be received seven (7) days after they are sent unless by fax or email, then the Notice is deemed received following the transmission. From this, the Tax Notice was deemed to be received.
- The individual owns other properties within the City and would therefore be aware of the legislated property tax due date.

**CONSULTATIONS:**

The Senior Accounting Manager has had correspondence and discussions with the property owner, as well as the City Assessor and Chief Clerk to determine the mailing address and series of events described in this report.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

As requested by the property owner, this report is being forwarded to Council for consideration. Once a decision is approved by City Council, Finance Administration will advise the property owner accordingly relating to the outstanding penalties.

**POLICY IMPLICATIONS:***City's Policy No. 48.1 – Abatement of Penalties for Late Tax Payments*

The City's Policy No. 48.1 states as follows:

*1.01 That any individual or organization that applies to have penalties for late payment of taxes abated be denied unless through a review of circumstances it becomes known that said late payment results from legislative and Bylaw direction pertaining to the issuance of tax bills not being followed.*

*2.01 The purpose of this policy to ensure that the City's practice is consistent when dealing with requests for the abatement of penalties for late payments.*

*7.01 The taxpayer will request the abatement of penalties in writing to City Council.*

*7.02 If directed to do so by City Council, the Director of Financial Services will assign to the City Assessor the preparation of a report that outlines the production of the tax bill for the subject property and the conformity of the production of that bill with legislative and bylaw direction.*

*7.03 The City Assessor will investigate and prepare a report as assigned for submission to City Council.*

*7.04 City Council will receive the report and make a decision based on the adherence of the tax bill production process to legislative and bylaw direction.*

**The Cities Act**

Pursuant to Section 101 (1)(h) of The Cities Act, **only City Council has the authority to make a decision regarding Tax Abatements and cannot delegate this authority:**

*Matters that must be dealt with by council*

*101(1) No council shall delegate:*

*(h) its power to exempt, forgive or defer taxes pursuant to sections 244 and 262;*

As such, Council is the only authority to approve that the outstanding penalties in the amount of \$3,117.80 be cancelled.

**FINANCIAL IMPLICATIONS:**

Property taxes were levied in May 2023, and payment was made in December 2023 for the levy amount only for both properties.

The following amounts are the outstanding penalties charged for both properties:

Tax Roll	203015400
Address	4659 7th Avenue East
2023 Annual Levy	\$14,192.33
Penalties Charged	\$1,562.02
Levy Paid	(\$14,192.33)
<b>Outstanding Penalties</b>	<b>\$1,562.02</b>
Tax Roll	203015500
Address	4537 7th Avenue East
2023 Annual Levy	\$14,133.91
Penalties Charged	\$1,555.78
Levy Paid	(\$14,133.91)
<b>Outstanding Penalties</b>	<b>\$1,555.78</b>
<b>Total Outstanding</b>	<b>\$3,117.80</b>

This report is recommending that the above outstanding penalties be paid by the Property Owner.

If an abatement is granted, it would form part of the Tax Abatement budget, and this property was not considered for any amount when that budget was set for 2024.



**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no Privacy Implications or Official Community Plan.

**STRATEGIC PLAN:**

The City's Strategic Plan Priority "Building a Robust Economy" includes the priority of creating an equitable taxation structure that promotes community growth.

**OPTIONS TO RECOMMENDATION:**

Council may consider writing off all the penalties that have been charged to date in the total amount of \$3,117.80. However, that is not being recommended as that will set a precedent for other property owners requesting their penalties to be written off. The appropriate legislation and bylaws have been followed, therefore, the City has no obligation to offer penalty write-off.

**PUBLIC NOTICE:**

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

**PRESENTATION: N/A****ATTACHMENT:**

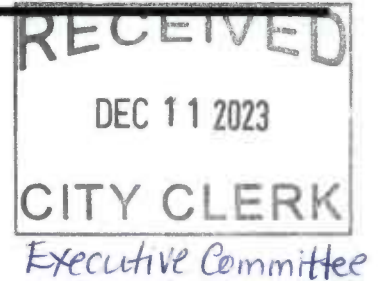
1. Athabasca Denesuline Education Corp. Email Correspondence dated December 11, 2023.

Written by: Director of Financial Services

Approved by: City Manager

**Terri Mercier**

**From:** Donald Lloyd <dblloyd@adeask.ca>  
**Sent:** Monday, December 11, 2023 10:07 AM  
**To:** City Clerk  
**Cc:** Briane Folmer  
**Subject:** Athabasca Denesuline Education Authority - ADEA  
**Attachments:** City of PA.pdf; DOC111223-11122023075901 (002).pdf



Some people who received this message don't often get email from dblloyd@adeask.ca. [Learn why this is important](#)

City Clerk's Office  
1084 Central Avenue, Prince Albert  
Saskatchewan, Canada S6V 7P3  
**Attn: Terri Mercier,**

Good Morning,

The purpose of this correspondence is to request that all interest and penalties charges assessed on property owned by the Athabasca Denesuline Education Authority (ADEA) be reversed at your earliest convenience. On December 6, 2023, we received the Tax Notice for two of our properties located in the Yard District. Both invoices contained interest and penalty charges which we believe were in error.

Previous Tax Notices were sent to our old address and were not received by ADEA until December 3, 2023. On February 14, 2023, we advised the Assessment Office that our address was incorrect based on the Sale Verification information received by our office. Address information is obtained by the Assessment Office directly from ISC. The Land Titles Registry clearly lists the address of our Solicitor as the *Address for Service*. Monthly utility invoices paid to the City of Prince Albert by ADEA contain the correct billing information for ADEA which should have been used when our first notice was returned by Canada Post.

We would appreciate a positive and timely response to our request. In the interim we have processed payment for the property tax portion of our notice.

Don

**Donald Lloyd PhD.**  
Chief Financial Officer  
Athabasca Denesuline Education Authority  
153 South Industrial Drive

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**Recommended Disposition:**

Refer to  
Financial Services



# City of Prince Albert

**RPT 24-129**

**TITLE:** Abatement Request - 336 16th Street West

**DATE:** May 1, 2024

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

---

## **RECOMMENDATION:**

That the request to abate any amount of property taxes for Roll Number 101001110 for the property located at 336 16<sup>th</sup> Street West be denied.

## **TOPIC & PURPOSE:**

To forward the request of the property owner that Council consider writing off the penalty charges for Roll No. 101001110 for the property located at 336 16<sup>th</sup> Street West.

## **BACKGROUND:**

The property owner forwarded email correspondence dated January 5, 2024 to the City Clerk.

Executive Committee, at its meeting of January 29, 2024 received the correspondence and referred to the Financial Services Department for review and report.

Property taxes at 336 16<sup>th</sup> Street West have been levied and gone unpaid for the past four years, resulting in tax arrears totaling (as of the writing of this report) \$63,424.90. Several steps of the Tax Enforcement process have been taken, and the property owners have not made any attempts to rectify the arrears over the past four years, or make arrangements for a suitable plan to have the annual levy and arrears paid off over a certain amount of time. In 2020, there was a COVID Relief Program that property owners could apply for, but this property owner did not apply.

As per attached email correspondence from the property owner:

- the business Russell Appliance has been out of business since October 31, 2019;
- inventory will need to be removed from the business as directed by the Sheriff;
- inventory is now obsolete;
- renter got behind and left owing \$8,000;
- Owing to Revenue Canada is \$270,000;
- Mortgage amount is \$5,000; and
- Pending sale opportunity in the amount of \$280,000.

The Property Owner is attempting to sell the property, but with the offers they are receiving, the amount of the sale does not have the ability to pay off the liens registered to the property, therefore, the purchaser may back out of the sale of the property, which can further incur more penalties and arrears for the current owner.

There is no specific amount requested for an abatement by the property owner in their request. The request is to just relieve some of the balance owing so that they can sell the property easier as there are other interests registered on the title. An abatement of any amount on this property will require the approval of both the Prince Albert Roman Catholic Separate School Division, and the Ministry of Finance (representing Sask Rivers School Division). It is not in the City's best interest to relieve amounts owing to both of the School Boards, and the City itself, in order to help the owners sell the property.

#### **CONSULTATIONS:**

Conversations with the City Solicitor, Senior Accounting Manager and the Chief Clerk had already began regarding this property and what avenues the City can take to not lose it's interest in the property, or lose the tax dollars owing to the City. The City Solicitor believes that there are some viable options for the City to still collect their full tax dollars owing.

#### **COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

As requested by the property owner, this report is being forwarded to Council for consideration. Communication has been made by the City Clerk's Office to the property owner that consideration will be forwarded to City Council.

Once a decision is approved by City Council, Finance Administration will advise the property owner accordingly.

**POLICY IMPLICATIONS:***City's Policy No. 48.1 – Abatement of Penalties for Late Tax Payments*

The City's Policy No. 48.1 states as follows:

*1.01 That any individual or organization that applies to have penalties for late payment of taxes abated be denied unless through a review of circumstances it becomes known that said late payment results from legislative and Bylaw direction pertaining to the issuance of tax bills not being followed.*

*2.01 The purpose of this policy to ensure that the City's practice is consistent when dealing with requests for the abatement of penalties for late payments.*

*7.01 The taxpayer will request the abatement of penalties in writing to City Council.*

*7.02 If directed to do so by City Council, the Director of Financial Services will assign to the City Assessor the preparation of a report that outlines the production of the tax bill for the subject property and the conformity of the production of that bill with legislative and bylaw direction.*

*7.03 The City Assessor will investigate and prepare a report as assigned for submission to City Council.*

*7.04 City Council will receive the report and make a decision based on the adherence of the tax bill production process to legislative and bylaw direction.*

**The Cities Act**

Pursuant to Section 101 (1)(h) of The Cities Act, **only City Council has the authority to make a decision regarding Tax Abatements and cannot delegate this authority:**

*Matters that must be dealt with by council*

*101(1) No council shall delegate:*

*(h) its power to exempt, forgive or defer taxes pursuant to sections 244 and 262;*

As per above, **Council is the authority to approve the write off of penalties.**

**FINANCIAL IMPLICATIONS:**

Property taxes were levied in May 2019, and were paid in full by their mortgage holder at the time. The mortgage holder removed themselves from collecting on the property owner's behalf in early 2020. The property taxes were levied again in May 2020, but no payments have been made to date as follows:

2020 Levy	\$ 6,639.61
2021 Levy	\$ 11,056.25
2022 Levy	\$ 11,396.72
2023 Levy	\$ 11,732.97
Penalties on all arrears	\$ 22,599.35
<b>Balance Owing:</b>	<b>\$ 63,424.90</b>

Based on the information contained in the attached email correspondence:

Potential Sale of Property	\$280,000.00
Less amount owing to Revenue Canada	(\$270,000.00)
Less amount owing to Mortgage	(\$5,000.00)
<b>Remaining Sale Proceeds</b>	<b>\$5,000.00</b>

Following the sale of property, there is only the potential sale proceeds amount of \$5,000 to be applied to the outstanding taxes owing for the property as shown above.

If an abatement is granted, it would form part of the Tax Abatement budget, and this property was not considered for any amount when that budget was set for 2024.

This report is recommending that the request to abate or cancel the outstanding levy and penalties be denied. Approving such a request for a business may set a precedent for other businesses to request the same.

Payment Plan

As mentioned, the property owner has ignored all steps and correspondence that have been sent regarding tax enforcement. The first step for a property owner when they are subject to tax enforcement is to contact the City to enter into a payment plan. Administration will reach out to the property owner again to discuss payment options.

**STRATEGIC PLAN:**

The City's Strategic Plan Priority "Building a Robust Economy" includes the priority of creating an equitable taxation structure that promotes community growth.

**OPTIONS TO RECOMMENDATION:**

1. Council may write off just the penalty arrears and tax enforcement costs owing in the amount of \$22,599.35. This is not being recommended as that will set a precedent for other property owners requesting their penalties and arrears to be written off for non-payment.
2. Write off a set amount for just the Municipal portion of the tax arrears. This would avoid having to include the two school divisions. This is not being recommended as that will set a precedent for other property owners requesting their penalties and arrears to be written off for non-payment.
3. Write off any other amount recommended by Council. This is not being recommended as that will set a precedent for other property owners requesting their penalties and arrears to be written off for non-payment.

**PUBLIC NOTICE:**

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

**PRESENTATION: N/A****ATTACHMENTS:**

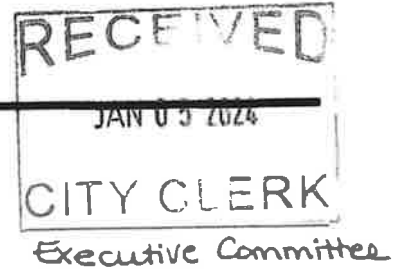
1. Email correspondence dated January 5, 2024 from Property Owner.

Written by: Director of Financial Services

Approved by: City Manager

**Terri Mercier**

**From:**  
**Sent:** Friday, January 5, 2024 2:25 PM  
**To:** City Clerk  
**Subject:** Tax Abatement 336 16th Street West



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City of Prince Albert

Council and Committee

Phone call re: Taxes on 336 16th Street West Prince Albert, Sk. CA.

Persons Name Elaine/Vanessa/Miland/

Current Tax amount: 59,757.93

**Recommended  
Disposition:**

Refer to  
Financial  
Services

Letter to council about property abatement on 336 16th Street West Prince Albert, Sk. CA.

Russell Appliance has out of business since Oct 31, 2019

Sheriff was to remove and sell all inventory – the stuff is still there December 2023 – now we are responsible to remove the inventory as is all obsolete

Had renter and they got behind and could not do anything during covid – they left owing us over 8,000.

This is the last extension we will get from the buyer (Jan 31, 2024) if we cannot lower the amount of penalties and interest from both the City of Prince Albert and Revenue Canada we will lose the sale and Revenue Canada will just auction the building off.

Owing

Revenue Canada 270,000

Mortgage amount 5,000.00

City of Prince Albert 60,000

Sale amount is 280,000

I am disabled and have been for many years – I receive CPP and OAS just over 1,100.00 monthly

Tony annual income 16000 - 2200 – 2500 – 500=11,800 income after cost of goods.

Please let us know if you can work with us to resolve this issue



Thank you,

Georgina and Tony Buller

Box 292 Stn. Mo. Prince Albert, SK S6V5R5

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# City of Prince Albert

**RPT 24-126**

**TITLE:** Abatement Request - 3021 Erickson Crescent

**DATE:** May 1, 2024

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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## **RECOMMENDATION:**

That the outstanding penalty arrears in the amount of \$200.00 for Roll Number 242003560 for property located at 3021 Erickson Crescent be funded from the Mayor's Compassionate Fund in 2024.

## **TOPIC & PURPOSE:**

To forward the request of the property owner that Council consider writing off the penalty charges for Roll No. 242003560 for the property located at 3021 Erickson Crescent.

## **BACKGROUND:**

In December 2023, the property owner for 3021 Erickson Crescent called the City in relation to a reminder notice they received indicating that there was still a balance owing. Administration advised that since no payment was received, the penalties charged were valid, and that Administration did not have the authority to write off the penalties on their account.

The property owner has forwarded email correspondence dated December 28, 2023 to the City Clerk. Executive Committee, at its meeting of January 8, 2024 received and referred to Financial Services for review and report.

The property owner's concerns relating to their property tax arrears included:

**Property Owner:** They did not receive a statement like this before.

**Administration Response:** A tax notice was mailed on May 25, 2023, to 3021 Erickson Crescent. A follow up reminder notice was mailed on July 14, 2023, to that same mailing address. There was no returned mail sent to City Hall for this address to advise that our notices were undeliverable. A second reminder notice was mailed out December 13, 2023, which the property owner received.

The Cities Act deems Tax Notices to be received seven (7) days after they are sent unless by fax or email, then the Notice is deemed received following the transmission. From this, the Tax Notice was deemed to be received.

**Property Owner:** Have never default on paying taxes, however it was a hard year. Single income mother of two teenage daughters. Increased challenges with mortgage renewal and interest rates.

### **CONSULTATIONS:**

The Chief Clerk and Senior Accounting Manager have discussed and reviewed the account and had discussions with the property owner.

### **COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

Communication has been made by the Chief Clerk to the property owner that consideration will be forwarded to City Council.

Once a decision is approved by City Council, Finance Administration will advise the property owner accordingly relating to the outstanding penalties.

### **POLICY IMPLICATIONS:**

#### *City's Policy No. 48.1 – Abatement of Penalties for Late Tax Payments*

The City's Policy No. 48.1 states as follows:

*1.01 That any individual or organization that applies to have penalties for late payment of taxes abated be denied unless through a review of circumstances it becomes known that said late payment results from legislative and Bylaw direction pertaining to the issuance of tax bills not being followed.*

*2.01 The purpose of this policy to ensure that the City's practice is consistent when dealing with requests for the abatement of penalties for late payments.*

*7.01 The taxpayer will request the abatement of penalties in writing to City Council.*

*7.02 If directed to do so by City Council, the Director of Financial Services will assign to the City Assessor the preparation of a report that outlines the production of the tax bill for the subject property and the conformity of the production of that bill with legislative and bylaw direction.*

*7.03 The City Assessor will investigate and prepare a report as assigned for submission to City Council.*

*7.04 City Council will receive the report and make a decision based on the adherence of the tax bill production process to legislative and bylaw direction.*

### **The Cities Act**

Pursuant to Section 101 (1)(h) of The Cities Act, **only City Council has the authority to make a decision regarding Tax Abatements and cannot delegate this authority:**

*Matters that must be dealt with by council*

*101(1) No council shall delegate:*

*(h) its power to exempt, forgive or defer taxes pursuant to sections 244 and 262;*

### **FINANCIAL IMPLICATIONS:**

Financial Services staff held discussions with the property owner regarding the taxes owing on the property. As indicated in the December 28, 2023 email correspondence, the property owner indicated payment of the outstanding levy amount of \$2,9,13.53 would be paid. The property owner has since made that payment.

The 2023 Annual Levy amount of \$3,163.53 has been paid. Outstanding penalty arrears as of May 3, 2024 total \$200.00 owing.

This report is recommending that the outstanding penalty arrears in the amount of \$200.00 be funded by the Mayor's Compassionate Fund as it meets the criteria of the Mayor's Program for Compassionate situations.

### **OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no privacy implications or Official Community Plans.

### **STRATEGIC PLAN:**

The City's Strategic Plan Priority "Building a Robust Economy" includes the priority of creating an equitable taxation structure that promotes community growth.

**OPTIONS TO RECOMMENDATION:**

Council may consider that the property owner be liable for the outstanding penalty charges in the current amount of \$200.00. That is not being recommended as this does not meet the criteria of the Mayor's Compassionate Fund Program and the amount is not significant.

**PUBLIC NOTICE:**

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

**ATTACHMENTS:**

1. Email correspondence dated December 28, 2023 from Property Owner for property located at 3021 Erickson Crescent.

Written by: Director of Financial Services

Approved by: City Manager

RECEIVED  
DEC 28 2023  
CITY CLERK  
Executive Committee

**Terri Mercier**

**From:** Shannon Penner  
**Sent:** Thursday, December 28, 2023 2:23 PM  
**To:** City Clerk  
**Subject:** Request to reverse the penalty charges on my Tax Statement (Tax Roll 242003560)

You don't often get email from shannonpenner79@hotmail.com. [Learn why this is important](#)

Attn: City Council  
1084 Central Ave  
Prince Albert, SK S6V 7P3

Good day:

I am requesting to have the penalties totalling \$ 275.13 be reversed which are showing on my Tax Statement dated December 13-2023.

I am the sole owner of 3021 Erickson Cres, Prince Albert. I am a single income Mother of two teenage daughters. This past year I have had my Mortgage payment increase due to renewal at new high interest rates. In addition, I have a line of credit that has increased from 5% interest to 15.85% interest. Also with rising food costs I have been challenged with many financial hardships.

The amount of \$ 275.13 is a small amount of money to most, but in my situation it means two bags of groceries for my girls. If I can negotiate by paying my portion of \$ 2913.53 via online payment on Jan 15-2024 and have the 275.13 extra charges cancelled. I have owned properties since 2007 and have never defaulted on paying my land taxes, this has just been a hard year.

Thank you for your time and consideration.

-Shannon Penner  
3021 Erickson Cres  
Prince Albert, SK S6V 6P8

**Recommended  
Disposition:**

Refer to Financial  
Services

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# City of Prince Albert

**RPT 24-64**

**TITLE:** Bylaw No 9 of 2024 - Property Tax Penalties & Incentives Bylaw

**DATE:** **May 6, 2024**

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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## **RECOMMENDATION:**

That Bylaw No. 9 of 2024 be introduced and given three (3) readings.

## **TOPIC & PURPOSE:**

To amend the current Property Tax Penalties & Incentives Bylaw, No. 13 of 2012, by removing the portions pertaining to the COVID-19 Relief Program that were implemented in Year 2020 and only pertained to the 2020 property tax year.

## **BACKGROUND:**

In 2020, the City introduced a COVID-19 Property Tax Relief Program. The Property Tax Penalties & Incentives Bylaw was amended to implement the Tax Relief Program specific to COVID-19. The program was specific only to the 2020 property tax year and allowed taxpayers to apply for an extended due date. The program required specific qualifications in 2020 for those who may have had to quarantine, or were without work due to the lockdown.

## **PROPOSED APPROACH AND RATIONALE:**

The COVID-19 Property Tax Relief Program is no longer valid, so an update to the original penalty bylaw is required.

Attached to this Report is a new updated Property Tax Penalties & Incentives Bylaw No. 9 of 2024. The new Bylaw has removed the wording specific to the COVID-19 Property Tax Relief Program offered for the 2020 property tax year. The new Bylaw also includes some updated housekeeping changes. Those changes are highlighted in yellow in the attached bylaw for reference.

**CONSULTATIONS:**

Consultations with the Senior Accounting Manager, the Finance Manager and the Chief Clerk Taxation resulted in recognizing the Bylaw needed to be updated with current and relevant processes.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

Once City Council approves Bylaw No. 9 of 2024, it will come into force and be posted on the City of Prince Albert website.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no options to the recommendation, official community plan, policy, privacy or financial implications.

**STRATEGIC PLAN:**

This report supports the strategic priority of delivering professional governance by ensuring that the City has organizational effectiveness by operating with up to date Bylaws.

**PUBLIC NOTICE:**

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

**ATTACHMENTS:**

1. Bylaw No. 9 of 2024.
2. Bylaw No. 13 of 2012 – Consolidated Version.

Written by: Milan Walters, Chief Clerk Taxation

Approved by: Finance Manager, Senior Accounting Manager, Director of Financial Services & City Manager



# CITY OF PRINCE ALBERT BYLAW NO. 9 OF 2024

*A Bylaw of The City of Prince Albert for the imposition of penalties for late payment of taxes and to provide incentives for advance payments of property taxes.*

WHEREAS pursuant to Section 242 of the *Cities Act* a Council may provide incentives (discounts) for payment of taxes by the dates set out in the bylaw for incentives;

AND WHEREAS pursuant to Section 249 of the *Cities Act* a Council may impose penalties in the year in which a tax is imposed if the tax remains unpaid after the date shown on the tax notice, at the rate set out in the bylaw authorizing the imposition of penalties;

AND WHEREAS pursuant to Section 250 of the *Cities Act* a Council may impose penalties in any year following the year in which a tax imposed if the tax remains unpaid after December 31 of the year in which it is imposed, at the rate set out in the bylaw authorizing the imposition of the penalties;

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

## **SHORT TITLE**

1. This Bylaw may be cited as “The Property Tax Penalties and Incentives Bylaw.”

## **DEFINITIONS**

2. In this Bylaw, unless the context otherwise requires, the expression:
  - a) “arrears of taxes” means taxes unpaid and outstanding after December 31<sup>st</sup> of the year in which a tax is imposed and includes all penalties and other lawful charges under the *Cities Act* and other Acts;
  - b) “City” means the City of Prince Albert;
  - c) “City Treasurer” means the Director of Financial Services of The City of Prince Albert, or designate;
  - d) “close of business day” means when the Customer Service counter located on the main floor of City Hall is no longer accessible;

- e) "Council" means the City Council of the City of Prince Albert;
- f) "current taxes" means taxes imposed during the calendar year;
- g) "arrear" means any monies owing on a tax roll as of January 1<sup>st</sup> of that calendar year;
- h) "taxes subject to discount" means taxes on property or special franchises subject to assessment for municipal, library, regional health authority or other purposes, all service taxes or rental taxes and other charges as may be authorized by the statute but does not include school and local improvement rates and taxes;
- i) "taxes subject to penalties" means taxes on property or special franchises subject to assessment for municipal, library, regional health authority or other purposes, all service taxes or rental taxes and other charges as may be authorized by statute including school and local improvement rates and taxes;
- j) "taxpayer" means any person who is an owner or occupant within the meaning of The Cities Act;

### **DUE DATE FOR TAXES**

- 3. Payment of current taxes is due and required to be made by every taxpayer at the office of the City Treasurer no later than the close of business on the date 30 days following the date of sending out the Notice by the City Treasurer.
- 4. In any year that the due date is a non-working day, payment of current taxes is due and required to be made by every taxpayer at the office of the City Treasurer no later than the close of business on the next scheduled working day of the City.
- 5. A payment of taxes is not deemed to have been made until it is actually received by the City Treasurer, unless the timing of payment is deemed to be received at a different date by operation of state duly enacted.
- 6. The due date may be extended by the City in the event of a declared emergency.

### **DISCOUNTS FOR EARLY PAYMENTS**

- 7. Discounts shall be allowed for early payment of taxes subject to discount, in full or in part, where payment is made prior to the last day of January of the year in which taxes are imposed.
- 8. The discount referred to in Section 6 shall be the rate of one point two five percent (1.25%) for the month of January only.
- 9. Notwithstanding anything else in this Bylaw, no discount shall exceed the amount prescribed by the Minister responsible for the administration of *The Cities Act* in the Regulations to that Act. In any case where the discount would otherwise exceed such prescribed maximum, the discount shall be deemed to have at the prescribed maximum.

### **PENALTIES FOR LATE PAYMENTS**

10. Upon default of payment of taxes on the due date pursuant to Section 3, a taxpayer shall be required to pay, in addition to the taxes subject to penalties, penalty charges on the amount of taxes outstanding as follows:

- a) A penalty charge of one point nine percent (1.9%), on the first day following the tax due date as outlined in Section 3, and an additional one point nine (1.9%) on the first day of each of the remaining months of the year notwithstanding the fact that the last day of the previous month was a non-business day.
- b) The penalty rates are to be applied against all outstanding current taxes, any other charges transferable to the tax roll, and existing penalty amounts.
- c) The penalty charges are to be added to and form part of the tax roll and become part of the tax arrears.

### **PENALTIES ON ARREARS**

11. Penalty charges on the amount of taxes outstanding in arrears will be applied as follows:

- a) A penalty of one point five percent (1.5%) calculated on the amount of any arrears of taxes shall be added to such arrears of taxes on January 1<sup>st</sup> and the first day of each subsequent month of the year, notwithstanding the fact that the last day of the previous month was a non-business day, for as long as taxes and penalties remain outstanding.
- b) The penalty charges added shall be calculated on all outstanding arrears of taxes, any other charges transferable to the tax roll by any act, and on penalties.
- c) The penalty charges are to be added to and form part of the tax roll and become part of the arrears.

### **INCENTIVES AND PENALTIES NOT APPLIED TO PRE-AUTHORIZED PAYMENT PLAN**

12. Council may by Bylaw from time to time authorize the use of a Tax Installment Payment Plan, which plan shall be available to any taxpayer upon written application to the City Treasurer.

13. Any taxpayer participating in the Tax Installment Payment Plan shall not be entitled or subject to incentives or penalties provided by this Bylaw.

14. In the event that any taxpayer participating in the Tax Installment Payment Plan is in default of any payment or has arrears of taxes, the exemption from penalties provided by Section 12 will no longer apply.

**COMING INTO FORCE**

15. This Bylaw shall come into force and take effect on, from and after the 1<sup>st</sup> day of January, 2024.

16. Bylaw No. 13 of 2012 is hereby repealed.

INTRODUCED AND READ A FIRST TIME THIS DAY OF , AD 2024.

READ A SECOND TIME THIS DAY OF , AD 2024.

READ A THIRD TIME AND PASSED THIS DAY OF , AD 2024.

MAYOR

CITY CLERK

# CITY OF PRINCE ALBERT

# BYLAW NO. 13 OF 2012



## Disclaimer:

This consolidation is not an Official Copy of the Bylaw. Amendments have been incorporated solely for research convenience purposes only. Original Bylaw and amendments are available from the City Clerk's Office and must be consulted for purposes of interpretation and application of the law.

# OFFICE CONSOLIDATION

## PROPERTY TAX INCENTIVES AND PENALTIES BYLAW

### BYLAW NO. 13 OF 2012

Including the Following Amendments:

**AMENDMENTS**

Bylaw No. 10 of 2020  
Bylaw No. 17 of 2020

**DATE PASSED**

April 8, 2020  
June 1, 2020

# CITY OF PRINCE ALBERT BYLAW NO. 13 OF 2012

*A Bylaw of The City of Prince Albert to provide incentives for advance payments of taxes and for the imposition of penalties for late payments of taxes*

WHEREAS pursuant to Section 242 of the Cities Act a Council may provide incentives (discounts) for payment of taxes by the dates set out in the bylaw for incentives;

AND WHEREAS pursuant to Section 249 of the Cities Act a Council may impose penalties in the year in which a tax is imposed if the tax remains unpaid after the date shown on the tax notice, at the rate set out in the bylaw authorizing the imposition of penalties;

AND WHEREAS pursuant to Section 250 of the Cities Act a Council may impose penalties in any year following the year in which a tax is imposed if the tax remains unpaid after December 31 of the year in which it is imposed, at the rate set out in the bylaw authorizing the imposition of the penalties;

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

## SHORT TITLE

1. This Bylaw may be cited as "The Property Tax Incentives and Penalties Bylaw."

## DEFINITIONS

2. In this Bylaw, unless the context otherwise requires, the expression:

- (a) “arrears of taxes” means taxes unpaid and outstanding after December 31<sup>st</sup> of the year in which a tax is imposed and includes all penalties and other lawful charges under the Cities Act and other Acts;
- (b) “City” means The City of Prince Albert;
- (c) “City Treasurer” means the Director of Financial Services of The City of Prince Albert or designate;
- (d) “close of business” means when the ~~cashier’s station of the Finance Department~~ **Customer Service counter located on the main floor of City Hall** is no longer accessible.
- (e) “Council” means the City Council of The City of Prince Albert;
- (f) “current taxes” means taxes imposed during the calendar year;
- (g) “taxes subject to discount” means taxes on property or special franchises subject to assessment for municipal, library, regional health authority or other purposes, all service taxes or rental taxes and other charges as may be authorized by statute but does not include school and local improvement rates and taxes;
- (h) “taxes subject to penalties” means taxes on property or special franchises subject to assessment for municipal, library, regional health authority or other purposes, all service taxes or rental taxes and other charges as may be authorized by statute including school and local improvement rates and taxes;
- (i) “taxpayer” means any person who is an owner or occupant within the meaning of *The Cities Act*.
- (j) ~~“necessaries” means the average monthly expenditure by the owners or occupants of a particular residential household pertaining to its mortgage payment and utilities, and for their essential clothing, food and groceries, such average calculated over the twelve (12) month period immediately preceding.~~

(10/2020, s.2 a)



3. Due Dates For Taxes:

1. Subject to Subsection 7, payment of current taxes is due and required to be made by every taxpayer at the office of the City Treasurer no later than the close of business on the date 30 days following the date of sending out the Notices by the City Treasurer.
2. In any year that the due date is a non-working day, payment of current taxes is due and required to be made by every taxpayer at the office of the City Treasurer no later than the close of business on the next scheduled working day of the City.
3. A payment of taxes is not deemed to have been made until it is actually received by the City Treasurer, unless the timing of payment is deemed to be received at a different date by operation of statute duly enacted.
4. ~~For purposes of Subsection 3.5, "Qualifying Affected Taxpayer" means a taxpayer who no later than June 15, 2020 at 4:00pm has registered as such in accordance with Subsection 3.6 and who, being required by municipal bylaw to pay property taxes in respect of the calendar year 2020 on a property located in the City of Prince Albert, is:~~

For Residences:

- ~~(a) in circumstances in which the 2020 property taxes are due in respect of a taxpayer's residence:
  - ~~(i) an individual whose employment income has been terminated subsequent to March 20, 2020 for an indefinite period of at least six (6) consecutive weeks as a result of Community COVID-19 pandemic responses and/or health protocols by way of
    - ~~(A) layoff or termination;~~
    - ~~(B) a necessity to leave the person's employment position in order to provide personal child care for the person's child or children under the age of twelve (12) years; or~~
    - ~~(C) self-quarantine or self-isolation due to COVID-19 illness, such illness in the person's household, or reasonably suspected exposure to such illness; AND~~~~
  - ~~(ii) for whom the payment of the taxpayer's 2020 property taxes would leave the taxpayer and all other occupants of the taxpayer's household without sufficient income or other financial resources to pay necessities;~~~~

OR

For Businesses:

- ~~(b) in circumstances in which the property taxes are due in respect of a property at which the taxpayer is not resident and is operating a business that is licensed to operate in the City of Prince Albert, a taxpayer:~~
- ~~(i) whose business at the subject property has since March 20, 2020 suffered forced closure by Covid-19 pandemic emergency directive or for which gross business revenues from the said business have decreased by at least thirty (30%) percent against established past business revenues as a result of market impacts reasonably attributable to the Covid-19 pandemic health protocols or directives; AND~~
  - ~~(ii) who does not have sufficient income or other financial resources to pay the 2020 property taxes by June 30, 2020.~~
- ~~(c) Notwithstanding (a)(ii) and (b)(ii), a taxpayer who has paid into a mortgagee-maintained tax account is not a Qualified Affected Taxpayer for purposes of this bylaw.~~
- ~~5. Notwithstanding Subsections 3.1 and 3.2, payment of current taxes imposed in respect of the calendar year 2020 on Qualifying Affected Taxpayers is due and required to be made by every such Qualifying Affected Taxpayer at the office of the City Treasurer no later than the close of business on the 30<sup>th</sup> day of September, 2020.~~
- ~~6. A taxpayer may register with the City as a Qualifying Affected Taxpayer by personally signing and filing with City of Prince Albert Financial Services at 1084 Central Avenue, Prince Albert by no later than June 15, 2020 at 4:00pm a true and accurate Declaration of Qualification in the form attached as Form A1 or A2 appended to and forming part of this bylaw, by which the taxpayer certifies, under the signature of the taxpayer, a duly informed person exercising authority for the taxpayer under a lawful Power of Attorney, or, if the taxpayer is a corporation, a director of the corporation with authority to do so certify, that the taxpayer's circumstances meet the criteria specified in Subsection 3.4.~~
- ~~7. Any taxpayer who files a false statutory declaration for purposes contemplated in Subsection 3.6 is guilty of an offense punishable on summary conviction and liable to a fine in the case of an individual of \$5,000.00 and in the case of a corporation to \$15,000.00.~~

(10/2020, s.2 b-g; 17/2020, s.1)

4. Discounts for Early Payments:

- (a) Discounts shall be allowed for early payment of taxes subject to discount, in full or in part, where payment is made prior to the last day of January of the year in which taxes are imposed.
- (b) The discount referred to in Section 4(a) shall be the rate of one point two five percent (1.25%) for the month of January only.
- (c) Notwithstanding anything else in this Bylaw, no discount shall exceed the amount prescribed by the Minister responsible for the administration of The Cities Act in the Regulations to that Act. In any case where the discount would otherwise exceed such prescribed maximum, the discount shall be deemed to be at the prescribed maximum.

5. Penalties for Late Payments:

Upon default of payment of taxes on the due date pursuant to Section 3, a taxpayer shall be required to pay, in addition to the taxes subject to penalties, penalty charges on the amount of taxes outstanding as follows:

- (a) A penalty charge of one point nine percent (1.9%), on the first day following the tax due date as outlined in Section 3 and an additional one point nine percent (1.9%) on the first day of each of the remaining months of the year notwithstanding the fact that the last day of the previous month was a non-work **business** day.
- (b) The penalty rates are to be applied against all outstanding current taxes, any other charges transferable to the tax roll, and existing penalty amounts.
- (c) The penalty charges are to be added to and form part of the tax roll and become part of the tax arrears.

6. Penalties on Arrears:

- (a) A penalty of one point five percent (1.5%) calculated on the amount of any arrears of taxes shall be added to such arrears of taxes on January 1<sup>st</sup> and the first day of each subsequent month of the year, notwithstanding the fact that the last day of the previous month was a non-work **business** day, for as long as taxes and penalties remain outstanding.
- (b) The penalty charges added shall be calculated on all outstanding arrears of taxes, any other charges transferable to the tax roll by any act and on penalties.
- (c) The penalty charges are to be added to and form part of the tax roll and become part of the tax arrears.





# City of Prince Albert

## ***RPT 24-124***

**TITLE:** Affordable Housing Program Application – 1347 14th Street West and 423 12th Street West – River Bank Development Corporation

**DATE:** April 30, 2024

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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### **RECOMMENDATION:**

1. That the Affordable Housing Program Application made by River Bank Development Corporation for \$20,000 be approved, subject to:
  - a. The applicant obtaining Building Permits for the two houses with basement suites, to be located at 1347 14<sup>th</sup> Street West and 423 12<sup>th</sup> Street West; and,
  - b. The applicant entering into an Operating Agreement with the City for each respective property; and,
2. That the Mayor and City Clerk be authorized to execute the Operating Agreements on behalf of the City, once prepared.

### **TOPIC & PURPOSE:**

The purpose of this report is to approve the Affordable Housing Program Application made by River Bank Development Corporation requesting a grant of \$20,000 for the construction of four (4) affordable rental dwelling units.

### **BACKGROUND:**

The Department of Planning and Development Services is in receipt of an Affordable Housing Program Application from River Bank Development Corporation for \$20,000 for the creation of four affordable rental units (\$5,000 per unit). Under this application, funding will be provided from the Housing Reserve and directed to constructing two homes with basement suites, located at 1347 14<sup>th</sup> Street West and 423 12<sup>th</sup> Street West.

As per City Council Resolution No. 0082, dated February 25<sup>th</sup>, 2019, the purpose of the Affordable Housing Program is to provide non-profit corporations with financial assistance to create affordable housing units. To date, six (6) applications have been approved under the Affordable Housing Program, providing funding to develop twenty-nine (29) affordable rental dwelling units.

### **PROPOSED APPROACH AND RATIONALE:**

As part of the Affordable Housing Program, River Bank Development Corporation will be required to obtain Building Permits and enter into a 15-year Operating Agreement with the City of Prince Albert. The Operating Agreement is a condition of approval and ensures that these dwelling units are rented at an affordable rate for the term of the agreement.

The anticipated cost for this project is \$1,050,000, and River Bank Development Corporation has requested external funding totaling \$1,030,000 from the Saskatchewan Housing Corporation and Conexus Credit Union.

With the prescribed conditions above, it is recommended that the Affordable Housing Program Application from River Bank Development Corporation be approved.

### **CONSULTATIONS:**

The Department of Planning and Development Services has been in contact with the applicant throughout the initial review process in order to ensure that they are aware of municipal requirements, processes, and to manage expectations and timelines.

### **COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

The applicant will be notified of City Council's decision and Administration will continue to work with the applicant to finalize the agreement.

### **FINANCIAL IMPLICATIONS:**

The Affordable Housing Program is funded through the Housing Reserve. Up to three applications may receive funding under the Affordable Housing Program annually, with a maximum grant of \$30,000 per application.

As of April 30, 2024, the Housing Reserve had a projected balance of \$295,660. This would be the second Affordable Housing Program Application to be approved this year, to put the total committed in 2024 at \$45,000.

### **OTHER CONSIDERATIONS/IMPLICATIONS:**

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

**STRATEGIC PLAN:**

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

**OFFICIAL COMMUNITY PLAN:**

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

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

The Affordable Housing Program supports the above statement by helping non-profit corporations provide affordable dwelling units to residents of the City of Prince Albert.

**PUBLIC NOTICE:**

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

**ATTACHMENTS:**

1. Location Plan - 1347 14th Street West
2. Location Plan - 423 12th Street West
3. Affordable Housing Program - Operating Agreement

Written by: Ellen Pearson, Planner

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



S-N

S-N

PLANNING & DEVELOPMENT

Subject Property Identified  
With A Bold Dashed Line

April 30, 2024





S-HZ

S-HZ

PLANNING & DEVELOPMENT

April 30, 2024

Subject Property Identified With A Bold Dashed Line

## **AFFORDABLE HOUSING PROGRAM OPERATING AGREEMENT**

THIS AGREEMENT made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_.

### **BETWEEN:**

**THE CITY OF PRINCE ALBERT**, a municipal corporation (hereinafter referred to as the “City”)

-and-

\_\_\_\_\_, operating in the City of Prince Albert, in the Province of Saskatchewan (hereinafter referred to as the “Developer”)

**WHEREAS** the Developer wishes to construct affordable rental units within the City of Prince Albert;

**AND WHEREAS** the City wishes to provide a capital contribution to the Developer through the *Affordable Housing Program* for each housing unit that is rented at or below the established Maximum Rental Rate;

**NOW THEREFORE**, the Parties acknowledge and agree as follows:

### **1. DEFINITIONS**

1.1 In this Agreement:

- a) “Maximum Rental Rate” means the maximum rent that may be charged by the developer for a unit created under this Agreement, which shall be the greater of:
  - i) 80% of the market rate calculated annually by the Canada Mortgage and Housing Corporation (CMHC) for the City of Prince

Albert for one-bedroom, two-bedroom, and three or more bedroom units respectively; or,

- ii) The maximum rental rate as defined by the Saskatchewan Housing Corporation (SHC) or CMHC, whichever is the primary funding provider.

- b) "Property" means the land and improvements legally described as:

Civic Address: \_\_\_\_\_

Legal Land Description: Lot \_\_\_\_\_, Block/Parcel \_\_\_\_\_,  
Plan No. \_\_\_\_\_

- c) "Service Charges" include the following services provided by the City for a direct charge or user fee payable by the party to whom the services are provided:

- i) The supply of water;
- ii) The disposal of sewage; and
- iii) Custom work orders.

- d) "Term" means a period of fifteen (15) years starting on the date this Agreement is executed by both parties.

## **2. MUNICIPAL INCENTIVE**

- 2.1 In consideration of the mutual covenants and agreements between the Parties as herein set out, the City has agreed to provide the Developer a one-time capital payment of \$\_\_\_\_\_ (herein referred to as the "Funding") to be distributed on the date of execution of this agreement. The Developer agrees that the payment of the Funding shall constitute a debt due and owing and repayable by the Developer to the City, which repayment shall be subject to and governed by clause 4.3 hereof.

## **3. CONDITIONS**

- 3.1 Those units for which Funding is being provided for under this Agreement shall be maintained as rental units by the Developer for the entirety of the Term.
- 3.2 The Developer shall rent the units for which Funding is being provided at a rental rate that shall not exceed the Maximum Rental Rate for the entirety of the Term.
- 3.3 The Developer must notify the City in writing if the Developer intends to sell the Property (terminate the agreement) prior to the completion of the Term. In this case, clause 4.1(a) of this agreement shall apply.
- 3.4 The executed agreement shall be registered as an interest on the subject parcel. The interest may be discharged upon expiry of the Term, or if the agreement is terminated as per Section 4 of this agreement.
- 3.5 The Developer shall comply with all relevant policies, bylaws acts and legislation.

#### **4. TERMINATION**

- 4.1 In the event of the following, the City may terminate the Agreement and the Developer shall repay the funding provided by the City in an amount based on the pro-rata formula set out in clause 4.3 hereof for the portion of time remaining in the Term of the Agreement, specifically:
  - a) if the Property is sold prior to the completion of the Term of the Agreement, unless the City agrees in writing to the assignment of this Agreement to the new owner;
  - b) if the Developer:
    - i) becomes bankrupt or insolvent or is so adjudged;
    - ii) becomes subject to the provisions of any provincial or federal legislation for the benefit of creditors, or the Owner's goods and chattels are liable to seizure; or
    - iii) makes a general assignment for the benefit of creditors or otherwise acknowledges personal insolvency;

- c) if property taxes and/or Service Charges respecting the property fall into arrears;
- d) if the units for which funding is being provided are rented at a rate above the established Maximum Rental Rate;
- e) if the units cease to be maintained as rental units; or
- f) if the Developer is convicted of any contravention of *The Weed Control Act*, *The Planning and Development Act, 2007*, *the National Building Code of Canada* or any municipal bylaw in respect to the Property.

4.2 If the Agreement is to be terminated in accordance with clause 4.1(b) through 4.1 (f), the City shall provide written notice to the Developer ten (10) days prior to termination of the Agreement.

4.3 If the Agreement is terminated, the Developer shall provide the Funding to the City as follows:

- a) termination occurring within the first calendar year of the Term of the Agreement requires repayment of 100% of the Funding;
- b) termination occurring within the second calendar year of the Term of the Agreement requires repayment of 93.3% of the Funding;
- c) termination occurring within the third calendar year of the Term of the Agreement requires repayment of 86.6% of the Funding;
- d) termination occurring within the fourth calendar year of the Term of the Agreement requires repayment of 80% of the Funding;
- e) termination occurring within the fifth calendar year of the Term of the Agreement requires repayment of 73.3% of the Funding;
- f) termination occurring within the sixth calendar year of the Term of the Agreement requires repayment of 66.6% of the Funding;
- g) termination occurring within the seventh calendar year of the Term of the

Agreement requires repayment of 60% of the Funding;

- h) termination occurring within the eighth calendar year of the Term of the Agreement requires repayment of 53.3% of the Funding;
- i) termination occurring within the ninth calendar year of the Term of the Agreement requires repayment of 46.6% of the Funding;
- j) termination occurring within the tenth calendar year of the Term of the Agreement requires repayment of 40% of the Funding;
- k) termination occurring within the eleventh calendar year of the Term of the Agreement requires repayment of 33.3% of the Funding;
- l) termination occurring within the twelfth calendar year of the Term of the Agreement requires repayment of 26.6% of the Funding;
- m) termination occurring within the thirteenth calendar year of the Term of the Agreement requires repayment of 20% of the Funding;
- n) termination occurring within the fourteenth calendar year of the Term of the Agreement requires repayment of 13.3% of the Funding; and,
- o) termination occurring within the fifteenth calendar year of the Term of the Agreement requires repayment of 6.6% of the Funding.

## **5. NOTICE**

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

- a) to the City:  
Department of Planning and Development Services  
City of Prince Albert  
1084 Central Avenue  
Prince Albert, SK S6V 7P3

b) to the Developer:

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

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

## **6. COVENANTS TO SURVIVE THE AGREEMENT**

6.1 The Developer agrees and does hereby provide security for its repayment obligations of the Funding to the City pursuant to clause 4.3 hereof, and does hereby grant an equitable demand mortgage to the City as against the title to the Property. The Developer permits and consents to the City registering in the Land Registry against the title to the Property such security as an interest in the Property, which interest shall be discharged following the repayment of the Funding as specified in clause 4.3 hereof. These covenants shall bind all successors and assigns of the Developer.

## **7. ASSIGNMENT**

7.1 The Developer shall not assign or transfer this Agreement without the prior written approval of the City of Prince Albert.

## **8. ENTIRE AGREEMENT**

8.1 There are no other agreements between the parties respecting the matters referred to herein.







# City of Prince Albert

**RPT 24-140**

**TITLE:** Petition Received - Public Meeting of Voters

**DATE:** May 7, 2024

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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## **RECOMMENDATION:**

That the Petition filed by B. Powalinsky on April 19, 2024, be received as information and filed.

## **TOPIC & PURPOSE:**

The purpose of this report is to advise that a Petition, requesting a Public Meeting to discuss underfunding of the Access Paratransit (Special Needs Transportation), was received by the City Clerk. The report also outlines the Petition process including the review and determination of the Petition's sufficiency in accordance with *The Cities Act*.

## **BACKGROUND:**

The City Clerk received a Statement of Representative of Petitioners, as attached, from Wm M. Powalinsky on April 19, 2024, which includes a Petition containing 224 double-sided pages with approximately 2,805 signatures. The Community Service Centre (CSC) logo is affixed at the top left of each petition form, with the contact information being Mr. Powalinsky, CEO, Community Service Centre. The CSC is the contracted service provider for Access Transit/Special Needs Transportation, as well as Senior Transportation Services in the City.

The Petition requests a public meeting be held for the purpose of submitting the following matter to the voters for discussion:

*“The underfunding of the Access Paratransit (Special Needs Transportation) and the resulting cuts to service will eliminate access to services, programs, recreational activities and health care services to people with a disability.”*

Section 103 of *The Cities Act*, as recently amended through *Bill No. 153*, outlines the following with respect to a Petition for a Public meeting:

*“(1) Within 30 days after the receipt by the council of a petition signed in accordance with subsection (1.1) requesting a public meeting to discuss a city matter, the council shall call a public meeting to facilitate public discussion on that matter.*

*(1.1) A petition mentioned in subsection (1) is sufficient if signed by the number of voters equal to 5% of the population of the city.*

*(2) Section 107 to 109 and 112 apply, with any necessary modification, to a petition pursuant to this section.”*

### **PROPOSED APPROACH AND RATIONALE:**

Following receipt of the Petition, I reviewed the requirements to determine the validity of the Petition, in accordance with the Sections 107 and 108 of *The Cities Act*.

A petition must contain:

- An identical statement of the purpose of the petition; and,
- A statement confirming with the petitioner that they attest to being a voter of the City and not previously signed the petition;

I can confirm that both of the statements above are shown on the Petition Form, which is attached for your reference.

In addition, the petition must include:

- The printed surname and printed given names or initials of the petitioner;
- The petitioner’s signature;
- The petitioner’s residential or postal address, or if living out of City, the petitioner’s street address or legal description of the land within the City to which the petitioner’s right to vote is based;
- The date on which the petitioner signs, which must include day, month and year for each petitioner; and,
- Each signature must be witnessed by an adult.

In reviewing the sufficiency of the petition, I followed the requirements set out in Section 108 of *The Cities Act* respecting to counting petitioners as follows:

1. Names were not removed or added from the petition;
2. Excluded the petitioners:
  - Whose signature was not witnessed;
  - Whose printed name was not included or incorrect;
  - Whose street address or legal description of land was not included or incorrect;
  - If the date when the person signed is not stated or is incomplete without the day, month and year;

During the analysis of the petition, several petitioners were excluded for various reasons noted below:

- Did not provide a City address, legal description or postal address identifying them as eligible voters of The City.
- Did not include the day, month and year of when they signed, as required by the Act.
- Used dittos (“”) to indicate repetition from one line to the next. This is not accepted as the Act clearly indicates that each petitioner must complete the petition.
- Signed with a signature but did not provide their printed surname and given name/initials or included printed name but no signature.
- Some names/addresses were clearly crossed off with pen as to indicate they should not be counted, so those names were not included as a sufficient petitioner as I could not verify why the marking/crossing was made.

When it was not clear as to the determination of either a valid City address, witness signature or other factor, I did not remove those petitioners from the petition, but rather allowed the names to remain on the petition without further analysis, giving the benefit of doubt to the petitioner. Some examples of this include when the petitioner indicated a Rural or Postal address which included Prince Albert and the postal code starting with S6V. Within the City limits, there are several properties that are within the postal code area of S6V, for example S6V 5R3, which also encompasses properties that are outside of the City.

Without extensive data review and analysis, such as utilizing the City’s tax roll or water account information to determine validity of a petitioner, it is difficult to determine whether the resident lives within or outside of the City limits.

The first signature was on January 23, 2024, and the petition was received by the City Clerk on April 19, 2024, within the 90-day timeline for a petition to be received by The City, as required in Section 107(5) of The Cities Act.

There are 224 double sided pages containing approximately 2,805 names. Following a review of each page and ensuring all the above requirements were met, I determined that the number of valid petitioners is 1,754. According to the 2021 Census, the City's population is 37,756; therefore, 5% of the population is equivalent to 1,888 voters.

Therefore, it is determined that the petition does not meet the requirements of sufficiency, as per Section 109 of *The Cities Act*, and the decision of the City Clerk is final. No further action is required to be taken by City Council.

### **CONSULTATIONS:**

Upon receipt of the petition, the City Clerk met with the City Solicitor, Director of Public Works and City Manager to review the requirements of The Cities Act with respect to the petition process regarding this subject matter.

### **COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

If City Council decides to accept the Petition as information, there is no further communication required. However, if the decision is made to address the matter in a public meeting, further communications and public notice will be undertaken to ensure the public is aware of a scheduled meeting.

Following Council's decision, the City Clerk will advise Mr. Powalinsky.

### **POLICY IMPLICATIONS:**

Sections 103, 107 to 109 and 112 of *The Cities Act*, apply with respect to receipt of a Petition for a public meeting.

### **PRIVACY IMPLICATIONS:**

A petition contains names, signatures and addresses of individuals which is considered personal information under Section 23 of *The Local Authority Freedom of Information and Protection of Privacy Act*. Although a petition is considered a public document, it is important for the City to find a balance between transparency to the public and our responsibility to protect personal information.

In my analysis of the Petition, I recognized that many signatures were from residents who lived outside Prince Albert (ie. Paddockwood, Candle Lake, etc.), indicating to me that some petitioners did not fully read the petition form, as only qualified voters should sign the petition.

In addition, many residents who signed the petition may not be aware that the petition is a public document which can be viewed by the public. There is no statement on the petition identifying that the completed petition is subject to LAFOIP.

Therefore, in order to provide transparency to the public regarding receipt of a Petition, the petition is available for viewing only in the City Clerk's Office, 2<sup>nd</sup> Floor of City Hall during regular business hours.

#### **OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no financial implications or official community plan considerations.

#### **STRATEGIC PLAN:**

The Strategic Priority is Delivering Professional Governance with an area of focus on Engaged Government with the direction to create an environment where residents and other stakeholders can engage with the City and know that their voices are heard.

#### **OPTIONS TO RECOMMENDATION:**

City Council may wish to hold a public meeting regardless of the validity of the petition to address any outstanding matters relating to funding and services of Access Paratransit/Special Needs Transportation.

It should be noted at the April 22, 2024, City Council meeting, the Paratransit and Seniors Transportation Service Contract, which was negotiated in good faith by The City and CSC and executed by the CSC, was approved at a total budget of \$872,335 for 2025 and \$82,171 for 2026. The approved resolution is as follows:

- “1. *That the Paratransit and Seniors Transportation Service Contract between The City and the Community Service Centre, be approved at total budget of \$872,335 for 2025 and a total budget of \$892,171 for 2026;*
2. *That Administration incorporate the approved contract budgets into the General Fund Budget for each respective year;*
3. *That the Mayor and City Clerk be authorized to execute the Contract and any other applicable documents on behalf of The City, once prepared; and,*
4. *That the Request for additional funding in the amount of \$52,971 as submitted by the Community Service Centre to maintain the Paratransit status quo level of service for 2024, be approved and funded by the Fiscal Stabilization Fund.”*

Since this matter closely aligns with the matter on the Petition, a copy of the executed contract is attached for your information. On April 26, 2024, an email from Mr. Powalinsky, CEO of the Community Service Centre confirmed his intention to continue with the Petition process.

Therefore, I proceeded to fulfill the legislative requirements of receiving and counting the petitioners.

**PUBLIC NOTICE:**

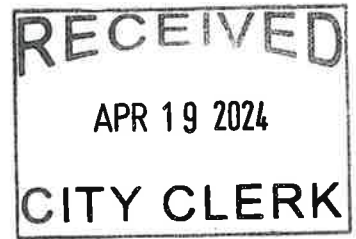
Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required at this time. However, if a public meeting is held, public notice will be provided.

**ATTACHMENTS:**

1. Statement of Representative and Petition
2. Paratransit & Seniors Transportation Service Contract

Written by: Terri Mercier, City Clerk

Approved by: City Manager



STATEMENT OF REPRESENTATIVE OF PETITIONERS

TO: THE CLERK OF THE CITY OF PRINCE ALBERT, SASKATCHEWAN

Submitted herewith is a petition pursuant to section 103 of *The Cities Act*.

I am attaching this statement to the petition as required by section 107 of *The Cities Act*.

I do hereby declare that:

1. I am the representative of the petitioners;
2. The first signature to this petition was collected on January 23<sup>th</sup> 2024; and
3. The City may direct any inquiries about the petition to me at the following address:

Printed Name - Wm M. Powalinsky

Address - 101-15<sup>th</sup> Street West

City - Prince Albert Postal Code - S6V 3P7

Daytime phone number – 306-953-4461

Other phone numbers where you can be reached - 306-941-9708

SIGNATURE OF REPRESENTATIVE

DATE SUBMITTED TO THE CLERK - April 19<sup>th</sup> 2024



## PETITION REQUESTING A PUBLIC MEETING

We the undersigned being voters of the City of Prince Albert do hereby petition according to section 103 of *The Cities Act*, the Council of the City of Prince Albert to hold a Public Meeting for the purpose of submitting the following matter to the voters for discussion:

*The underfunding of the Access Paratransit (Special Needs Transportation) and the resulting cuts to service will eliminate access to services, programs, recreational activities and health care services to people with a disability.*

Each Signatory below hereby attests that he or she is a qualified voter of the city and has not previously signed the petition. Qualified voters must be a Canadian Citizen, 18 years of age, lived in PA for the past 3 months or own assessable land for the past 3 months, and lived in the Province of Saskatchewan for the past 6 months. Postal addresses are not acceptable. Use the address or land description that qualifies the person as a voter in the city.

Signature of Voter (Print and Sign Name)	Address (Civic Address or Legal Land Description)	Date Signed	Witness (Must be 18 or over)
Print			
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**A COMPLETE COPY OF THE PETITION (224 PAGES) IS AVAILABLE FOR VIEWING ONLY IN THE CITY CLERK'S OFFICE, 2ND FLOOR, CITY HALL DURING REGULAR BUSINESS HOURS.**

Please copy as many of these forms as you need. If you have questions, please call Bill Powalinsky – CEO Community Service Centre: 306-953-4461, or after hours: 306-941-9708



# PARATRANSIT AND SENIORS TRANSPORTATION SERVICE CONTRACT

This Contract made and entered into this 29<sup>th</sup> day of April, A.D. 2024.

## BETWEEN:

The City of Prince Albert ("the City")

## OF THE FIRST PART

## AND:

Prince Albert and District Community Service Centre Inc.  
("the Contractor")

## OF THE SECOND PART

## WHEREAS:

The Contractor is desirous of providing *Paratransit Transportation* and *Senior Transportation Services* and the City is desirous of paying for and acquiring from the Contractor professionally managed and delivered service for both Paratransit Transportation and Senior Transportation for the benefit of the residents of the City of Prince Albert.

NOW THEREFORE, in consideration of mutual covenants and agreements hereinafter reserved and contained, the parties agree as follows:

## Article 1 - Technical

### 1.1 Scope of Service

- a. The Contractor shall, at its own risk and expense, perform during the Term of this Contract the services as hereinafter described and, except as may otherwise be provided in this Contract, shall furnish such services as include all drivers, dispatchers, supervision, labour, clerical staff, telephone answering service, and management required therefor, and in the case of the senior transportation service all vehicles for such service, and the Contractor shall obtain all licenses and permits (excluding licenses and safety certifications for paratransit) required for the performance of providing efficient, high quality, consistent and reliable customer-oriented paratransit transportation and senior transportation services for the residents of the City of Prince Albert, each in accordance with standards determined and approved by the City of Prince Albert, which services shall include without limitation the services and obligations of the Contractor referred to in Articles 2.1(g), 3.1, 3.5 and 3.11 below (collectively "*the Services*").
- b. The City grants to the Contractor, subject to the terms of the Contract, a non-exclusive license to provide the Services.
- c. The Services shall each be door to door service that pick up and drop off users

at specific locations determined by the passenger.

## 1.2 Term of Contract

- a. The Services shall be performed for the term commencing January 1, 2025 and shall continue until December 31, 2026. The Contract may be renewed for an additional term of a duration to be mutually agreed by the Parties, subject to approval by City Council (*"the Term"*).

## 1.3 City's Representative

- a. For the purposes of administering and implementing this Contract, the City's contact representative will be the City's Transportation and Traffic Manager or designate as assigned by the Director of Public Works.

## 1.4 Contractor's Representative

- a. For the purposes of administering and implementing this Contract, the Contractor's contact representative will be as designated by written notice to the City by the Contractor from time to time, provided that at the commencement of service under this Agreement the contractor's representative shall be the Chief Executive Officer.

# ARTICLE 2- Financial

## 2.1 Payment

- a. Subject to Article 2.1(c) herein, payments to the Contactor hereunder shall be made on a monthly basis during the Term based on the annual amount approved by City Council:
  - i. which in the case of the Senior Transportation Service, will be the annualized Service Payment as delineated therefor in Article 2.1(f); and
  - ii. which in the case of the Paratransit Transportation Service, will be for the Supported Operating Costs [as defined by Article 2.1 (g) and reflected as the annual Service Payment therefor in Article 2.1(f)], subject to the adjustments contemplated in this Agreement;  
prorated on a monthly basis (*"Monthly Payment(s)"*).
- b. Subject to Article 2.1 (c), the Monthly Payment to the Contractor for the Paratransit Transportation Service shall be applied and/or credited by the Contractor to the Supported Operating Costs [as defined by Article 2.1 (g)] for providing the Paratransit Transportation Service in accordance with the terms of this Contract.
- c. The Monthly Payment to the Contractor for the Paratransit Transportation Service will be adjusted by the City to achieve and ensure a reduction of the annualized Service Payment for the Paratransit Service in an amount equivalent to:
  - i. any incremental reduction of actual Supported Operating Costs

expended by the Contractor in comparison to the Funded Operating Costs approved by the City in Article 2.1(f); and, if applicable

- ii. the value of any costs incurred by the City caused by the Contractor's breach or deficient performance of its covenants and responsibilities under Articles 3.1(g),(j), 3.5(d), and/or 3.11(f) herein; ("*Adjustments*").
- d. In respect of the Paratransit Service, the Contractor shall submit to the City documented verification of its full and actual -Supported Operating Costs [as defined in Article 2.1(g)] in relation to the delivery of the Services on a quarterly basis through each year of the Term as follows:
  - i. January – March: operating costs for this quarter shall be submitted by April 30<sup>th</sup> of the same year.
  - ii. April – June: operating costs for this quarter shall be submitted by July 31<sup>st</sup> of the same year.
  - iii. July – September: operating costs for this quarter shall be submitted by October 31<sup>st</sup> of the same year.
  - iv. October – December: operating costs for this quarter shall be submitted by January 31<sup>st</sup> of the following year.
- e. Adjustments that are not yet or cannot for any reason be adjusted as contemplated under Article 2.1(c) will become a debt due and payable by the Contractor to the City until adjustment or repayment is made.
- f. Subject to Article 2.1(a) and (c), the City shall in consideration of the Services performance pay to the Contractor during the Term of this Contract the following amounts:

<b>Term</b>	<b>Paratransit Service Payment (\$)</b> <i>"Funded Operating Costs"</i>	<b>Senior Transportation Service Payment (\$)</b>
January 1 – December 31, 2025	577,129	69,500
January 1 – December 31, 2026	588,822	69,500

- g. "*Supported Operating Costs*" shall mean the annualized costs actually incurred, documented and verified by the Contractor to operate the City's buses during the Term in performance and delivery of the Paratransit Transportation Service ("**the Paratransit Service**"), in relation to the projected costs approved in accordance with this Contract agreed to support the continued operations of the Paratransit Service through the Term of this Contract as outlined in Article 2.1(f) above\_(the "**Funded Operating Costs**"). The Funded Operating Costs shall be those projected costs of delivering the Paratransit Service during the Term that the Contractor on an annual basis reasonably projects, in consultation with the City's Director of Public Works or designate, to the extent that such projected costs are approved in writing by the City, as being needed for the professional management and delivery of the Services. The Supported Operating Costs and the Funded

Operating Costs shall each include either actual or projected costs, as the case may be, in relation to the Contractor’s performance and delivery of the Paratransit Service by provision of indoor heated parking and storage for buses, drivers, dispatchers, labour and its supervision, operational supplies, clerical staff, telephone service, training, management and, as may be approved by the City, any other costs (excluding fuel and bus maintenance costs for the Paratransit Service) associated with the Contractor providing the Service.

“Maintenance” and “Maintenance costs” for purposes of this Contract shall mean costs associated to maintaining the City’s buses used to perform and deliver the Paratransit Service, in accordance with this Contract, to ensure their continued operations through their useful life, including the cost of supplying to the Contractor during the Term oil/lubricants, parts, labour for repairs and services, welding, fabrication, rebuilding of components, tires, modifications, maintenance supplies, safety inspections, licenses and permits, and any other costs the buses may incur as a result of normal operations, provided that maintenance and maintenance costs do not include maintenance or costs resulting from damage, repairs or other cause incurred due to the Contractor’s abuse, negligence, improper operation of the buses or required as a result of the Contractor’ breach or deficient performance of Articles 3.1(g),(j) or 3.5(d) herein.

- h. Request for an increase to the annual Services Payment outside of the amount determined as per clause 2.1(f) above due to an extraordinary one-time expense may be submitted by the Contractor to the City for consideration, with documented verification of the expense. Approval of the requested amount is subject to the sole discretion and decision of City Council.
- i. The Contractor acknowledges that the Contractor currently enjoys property tax savings with respect to its business property in Prince Albert under a current fixed-term tax exemption granted by the City under the terms of an Agreement entered into between the parties. The Contractor acknowledges that any further tax exemption that may be considered beyond the term of such Agreement is in the absolute discretion of the City’s elected Council in accordance with *The Cities Act*.
- j. In addition to the Services Payment for the Paratransit Service included in Article 2.1 (f) above, the City will, to support the Paratransit Service, include in its annual budget during the Term the following amounts (not payable to the Contractor):

Year	Fuel Cost (\$)	Maintenance Cost (\$)
January 1 – December 31, 2025	100,000	125,706
January 1 – December 31, 2026	105,000	128,849

**ARTICLE 3- General Terms and Conditions**

**3.1 Vehicles**

- a. A list of all the City’s buses leased to the Contractor is included in the attached Seclude A (“buses”). These buses are leased by the City to the Contractor for exclusive use in the delivery of the Paratransit Service. The Contractor will

provide at its cost all vehicles used in connection with the Senior Transportation Service.

- b. Any removals or additions to number of buses provided in Schedule A will require the prior written agreement between the City and the Contractor.
- c. All buses used to operate the Paratransit Service shall operate in a safe and reliable manner. The Contractor and the City shall ensure that all buses are kept in good repair so that passenger and/or service disruptions do not occur.
- d. All buses are required to prominently display the City's logo as supplied by the City.
- e. To ensure the safety, convenience and comfort of the customers, the Contractor shall ensure that buses are kept in an optimum state of cleanliness.
- f. All buses are provided and owned by the City.
- g. The City is responsible for the Maintenance and Maintenance costs of the buses owned by the City, except for maintenance or costs resulting from damage, repairs or other cause incurred due to the Contractor's abuse, negligence, improper operations of the buses or arising from the Contractor's breach or deficient performance of Article 3.5(d) herein, for which the Contractor will be responsible and accountable as provided for in this Contract.
- h. All buses will be designated "no-smoking" buses, which the Contractor shall be responsible to enforce.
- i. All buses shall be parked indoor after the end of their shifts. The Contractor is responsible for securing an indoor heated parking space for the buses.
- j. If, in the opinion of the City, any bus is not in good working order, condition, repair, or clean and is considered unsuitable for the safe and comfortable transportation of passengers, the Contractor will immediately rectify the condition with or without notice from the City.
- k. Access to any of the Contractor's files and records that are related to the buses will be made available promptly upon request by the City.
- l. The Contractor shall be responsible for all costs associated with procuring, maintaining, licensing and/or any other costs associated with operating the fleet of vehicles utilized for the Senior Transportation Service.

### **3.2 Operation of City Owned Buses**

- a. The City will lease the buses to the Contractor for the contract Term at the nominal rate of \$1.00 per annum.
- b. The Contractor shall inform the City, in a timely manner, of any issues or maintenance requirements needed for the buses.
- c. The Contractor shall be solely and totally responsible for the operation of each of the buses used to carry out the terms of this Contract.

### **3.3 Standard of Care**

- a. The Contractor shall operate each of the buses and vehicles used in the performance of the Services in conformity with all applicable Federal, Provincial, and Municipal Statutes, regulations, bylaws and Orders in Council.

### 3.4 Independent Contractor

- a. The Contractor is an independent contractor, and all persons employed by the Contractor in connection herewith shall be employees of the Contractor, and not employees of the City in any respect. The Contractor shall effectively direct and supervise the Services to ensure conformance with the Contract.

### 3.5 Contract Performance

- a. The Contractor's performance will be reviewed as the City determines in its discretion is necessary to enforce the Contractor's performance of the Services to the quality of the Services required under this Contract.
- b. Payments made hereunder shall not relieve the Contractor from any liability or responsibility for performance required or implied by this Contract.
- c. If Contract performance is not satisfactory as determined by the City, the Contractor will be afforded a reasonable amount of time to rectify any default identified and if the situation is not resolved at such time, the Contract will at the City's option be subject to termination.
- d. All buses used in performance of this Contract shall be operated and maintained by the Contractor on a daily basis during the Term in a safe, lawful and reliable manner, with reasonable and incremental operational care, caution and precautionary mechanical servicing and attentions so as to avoid and mitigate Services disruptions and unnecessary or extraordinary Maintenance or Maintenance costs.
- e. To ensure the safety, convenience and comfort of the public using the Services, all buses and vehicles shall be maintained by the Contractor in an optimum state of cleanliness. Each bus and vehicle utilized in performance of this Contract by the Contractor will be maintained in its interior in neat, clean, dry and good repair, and on its exterior, in clean and good repair, free from external body or functional damage or risk thereof, and with a well-maintained external finish.
- f. If, in the opinion of the City, any buses used by the Contractor in performance of this Contract are not in good working order, condition, repair or clean, or is for any other reason considered unsuitable for the safe and comfortable transportation of passengers, or to avoid unnecessary or extraordinary Maintenance or Maintenance costs, the Contractor will immediately rectify the condition with or without notice from the City.
- g. Without limiting the Contractor's responsibilities under Article 3.13, the Contractor shall at all times maintain itself in good standing with necessary Safety Standard Certificates and ensure full compliance under *The Workers' Compensation Act*, and shall on demand of the City provide documentation verifying same.
- h. Without limiting the Contractor's responsibilities under Article 3.1(h), all buses will be designated and prominently posted as being "no-smoking" buses.
- i. All buses will be equipped with a two-way radio, a first aid kit, working climate control and a fire extinguisher approved by the City.
- j. The Contractor shall provide the City with maintenance records and verification of actual expenses incurred in such format and at such timeframes as the City reasonably requests.
- k. The Contractor's hours of service in delivering the Services shall be maintained by the Contractor in accordance with the attached Schedule B. Any changes to the service

hours for either Service require the prior written consent of the City.

- I. The Contractor's staffing complement for performing the Paratransit Transportation Service shall be maintained by the Contractor in accordance with the attached Schedule C. Any changes to the staffing complement require the prior written consent of the City.

### **3.6 Drivers**

- a. The Contractor shall ensure that every driver operating a City owned bus or a vehicle utilized in delivery of the Services has a valid subsisting driver's license endorsed for the operation of the bus as provided by applicable legislation or regulations; provided that if in any court of law such an operator is found not to be properly licensed and the City is assessed a fine or court costs as a result thereof, the City shall be indemnified and/or reimbursed forthwith by the Contractor for such fine or costs incurred by the City.
- b. The Contractor shall establish a dedicated pool of trained drivers who are qualified to participate in the performance of this Contract.
- c. The Contractor shall provide drivers who are in good mental and physical health.
- d. Drivers shall be alert and well rested at all times while operating buses and vehicles in performance of this Contract.
- e. Drivers shall be polite and well groomed, properly attired, and considerate of the customer at all times (i.e. no foul language, the customers are to be treated with respect, etc.).
- f. Any driver employed by the Contractor who is determined by the City's representative to be incompetent or unsuitable to interact with the public or otherwise of adverse impact on the City's reputation in connection with the Services, shall be immediately removed from his/her driving duties by the Contractor, at the written request of the City's contact representative.
- g. Drivers will be required to attend routine training services such as First Aid and Harassment Prevention. Such training will be the responsibility of the Contractor.

### **3.7 Quality and Reputational Assurances in Delivering the Service**

- a. Although the delivery of the Services is the sole responsibility of the Contractor, the City reserves and shall have the right to regularly during the Term review the Contractor's operations under this Contract and issue directives to the Contractor to remedy any condition that the City considers to be detrimental to the quality of the Service or the City's reputation in its delivery. The Contractor will be required to carry out the terms of such directives within seven (7) days after receipt of notice in writing from the City. The City may without prejudice to its rights under this Contract extend the time to carry out required remedies upon written requests by the Contractor. The City shall not supervise or have control or authority over, nor be responsible for, the Contractor's means, methods, techniques or procedures.

### **3.8 Reporting**

- a. In an acceptable reporting format to the City, the Contractor shall provide the City with the following:
  - i. Quarterly passenger trip statistics
  - ii. Annual audited financial statement.
  - iii. Annual operation report.
  - iv. Eligibility statistics.
  - v. Actual detailed revenue and operating costs on a quarterly basis as per Clause 2.1 (d).

### **3.9 Compliance with Laws and Regulations**

- a. The Contractor shall obtain all licenses and permits required for the performance of the Services, and in conformity with Article 3.13 ensure that it delivers the Services in compliance with all applicable laws and regulations
- b. The City will not be responsible for the Contractor's failure to perform the Services in accordance with the Contract, nor for its failure to comply with applicable laws and regulations.
- c. The Contractor shall hold and remain current, for the duration of the Contract Term, a City Business License.
- d. The Contractor shall immediately give notice to the City in the event the Contractor becomes or should reasonably become aware that the Contractor may for any reason be in contravention of applicable laws or regulations.
- e. The Contractor shall indemnify and save harmless the City from any legal liability or contravention of laws or regulations for which the Contractor is responsible.

### **3.10 City's Obligations**

- a. The City shall be responsible for the provision of fuel cards to the Contractor for the exclusive and specific use related to its performance of Paratransit Transportation Service under this Contract.
- b. Subject to Articles 3.1(g),(j) and 3.5(d), the City shall be responsible for the Maintenance and Maintenance costs [as defined in Article 2.1(h)] of the buses owned by the City that are utilized for providing the Paratransit Service.
- c. The City shall be responsible for the replacement of any of its buses used in performance of this Contract.
- d. Notwithstanding Article 2.1(a) and (f), costs paid directly by the City pursuant to this clause 3.10 or otherwise as required under this Contract shall under no circumstances constitute or be characterized as Supported Operating Costs, and costs incurred by the City related to the Contractor's deficient performance of the Contractor's obligations under this Contract shall be deducted in accordance with Article 2.1(c).

### **3.11 Contractor Obligations**

Subject to and without limiting any other obligations of the Contractor under this Contract:



- a. The Contractor is required to provide the City with the reports as listed under Section 3.8 of this Contract.
- b. The Contractor is required to report all bus incidents and or/ accidents to the City within 48 hours of occurrence.
- c. The Contractor is required to store City's buses in an indoor heated place.
- d. The Contractor is required to maintain in full force an insurance coverage during the term of this Contract as specified under Section 3.14 of this Contract.
- e. The Contractor acknowledges that the City owns all buses utilized in the delivery of the Paratransit Service.
- f. The Contractor shall ensure the responsible and ethical use of the fuel cards provided by the City to ensure that the fuel costs incurred do not exceed costs reasonably necessary for delivery of the Paratransit Service.
- g. The Contractor owns the fleet of vehicles utilized for Senior Transportation Service and shall reasonably procure, maintain, and license these vehicles.

### **3.12 Indemnification**

- a. The Contractor agrees to indemnify and hold harmless the City, its Council, officers, administrators, employees and agents, against and from any and all losses, claims, actions or suits, including costs and legal fees and costs, for or on account of injury, bodily or otherwise, to or death of persons, damage to or destruction of property belonging to City, or others, resulting from, arising out of, or in any way connected with Contractor's operations hereunder, excepting only such injury or harm as may be caused solely by the fault or negligence of the City, its Council, officers employees or agents. This indemnification does not apply to any claim or demand arising from or that is caused by the negligence or willful misconduct of City, its agents or employees; passenger upon passenger violence; or the Contractor's good faith adherence to City's policies, procedures and directives.

### **3.13 Governing Law**

- a. This Contract shall be governed by the laws of Saskatchewan.
- b. Prior to commencing and for the entire Term of the Contract, the Contractor shall observe and comply with all provision of City bylaws, the Saskatchewan Employment Act, the Workers' Compensation Act, and all applicable federal, provincial and municipal laws, amendments and regulations made pursuant thereto.

### **3.14 Liability Insurance**

- a. The Contractor shall maintain in full force and effect throughout the duration of this Contract, and any renewal thereof, insurance as follows:
  - i. Automobile Liability Insurance with a limit not less than \$2,000,000 (two million dollars) for Third Party liability and Property Damage Liability. Such insurance shall cover all vehicles used by the Contractor in the performance of the Services.
  - ii. Commercial General Liability Insurance with a limit of not less than \$5,000,000 (five million dollars) inclusive per occurrence for bodily injury and property damage liability.

- b. The City shall be listed as an additional insured under all policies held by the Contractor.
- c. The Contractor shall deliver certified copies of the insurance policies or certificates of insurance with the City prior to the execution of the Contract by the City, and annually thereafter during the Term within fifteen (15) days of renewal thereof.
- d. The Contractor shall obtain the commitment of the insurer in writing that it shall provide at least thirty (30) days notice to the City in the event of any change in insurance coverage, and shall cause the commitment to be delivered to the City.
- e. If the Contractor fails to maintain the required policies of liability insurance, the City may purchase temporary liability insurance and deduct the cost of such insurance from any money, which is or may become due and owing to the Contractor under this Contract.
- f. If the Contractor fails to re-establish adequate insurance coverage within five (5) days from the date of receipt of a notice from the City requiring him/her to do so, the City may terminate the Contract without further notice to the Contractor.

### **3.15 No Assignment, Delegation or Sub-contracting**

- a. The Contractor shall not assign, delegate nor sub-contract any of the Services to be performed by it hereunder without the express written consent of the City, and any such attempted assignment, delegation or sub-contract shall entitle the City to terminate this Contract. If assignment, delegation or sub-contract is done with such consent it shall not relieve Contractor from its responsibility for the performance of any of its obligations hereunder.

### **3.16 Termination for Convenience**

- a. Either party may terminate this Contract without cause at any time by giving six (6) months' notice in writing to the other party. Such termination shall not affect the rights of the parties which have accrued prior to the date of termination and shall not relieve any party from obligations arising during the term thereof. In the event of termination, the Contractor and City shall each be released and discharged from any claims by one against the other in connection with the termination or this Contract or the Services herein described.

### **3.17 Complete Agreement**

- a. This Contract and attached schedules constitute the complete and integrated agreement between the parties. It is subject to change only by an instrument executed in writing by the City.

### **3.18 Notices**

- a. Where notice is required from one party to the other to be given in writing, it may be delivered personally to either party's contact representative, or delivered or sent by mail, email or facsimile transmission to the appropriate address set out below.
- b. Notwithstanding the above, each party shall use the most expeditious method of giving the written notice or communication.
- c. A written notice or communication sent by mail shall be deemed to have been received ten (10) days from the date of posting. Whenever a notice or communication is sent by

email, acknowledgment by email from the receiving party must be given to the other party that the notice or communication has in fact been received, for it to be effective; if no such acknowledgment is given, it shall be deemed to have been received ten (10) days from the date of posting of the original document. Whenever a notice or communication is sent by facsimile transmission, acknowledgment from the receiving party must be given to the other party that the notice or communication has in fact been received, for it to be effective; if no such acknowledgment is given, it shall be deemed to have been received ten (10) days from the date of posting of the original document.

Notices to: City of Prince Albert  
1084 Central Avenue  
Prince Albert, SK S6V 7P3  
Attention: Director of Public Works  
Email: JDaSilva@citypa.com

Prince Albert and District  
Community Service Centre Inc.  
101 15<sup>th</sup> Street West  
Prince Albert, SK S6V 3P7  
Attention: Chief Executive Officer  
Email: b.powalinsky@pacsc.com

**3.19 Successors and Assigns**

This agreement shall be binding on all successors and assigns of the respective parties.

**IN WITNESS WHEREOF** The City of Prince Albert has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this 29<sup>th</sup> day of April, A.D. 2024.

*(Municipal Seal)*

**THE CITY OF PRINCE ALBERT**



**MAYOR**



**CITY CLERK**

**IN WITNESS WHEREOF** Prince Albert and District Community Services Inc. has hereunto set their hand this    day of April 3 A.D., 2024.

*(Corporate Seal)*



**PRINCE ALBERT AND DISTRICT  
COMMUNITY SERVICES INC.**

Per: 

Per: \_\_\_\_\_

## Schedule A

### List of City Buses leased to the Contractor

Quantity	Bus Description (type, model and serial number)
1	2023 FORD CHASIS PARATRANSIT BUS, FORD CHASSIS 350 WARNER BUS LINES, DIAMOND COACH VIP 2800, 1FD FE4FN0PDD06006
1	2022 FORD CHASIS PARATRANSIT BUS, FORD E450 CHASSIS CRESTLINE BODY, STARTRANS SENATOR II, 1FDXE4FN1NDC17675
1	2019 FORD CHASIS PARATRANSIT BUS, FORD E450 CHASSIS CRESTLINE BODY, STARTRANS SENATOR II, 1FD FE4FS6KDC55691
1	2019 FORD CHASIS PARATRANSIT BUS, FORD E450 CHASSIS CRESTLINE BODY, STARTRANS SENATOR II, 1FDXE4FS1KDC70832
1	2018 FORD CHASIS PARATRANSIT BUS, FORD E450 CHASSIS CRESTLINE BODY, GOSHEN IMPULSE, 1FDXE4FS6JDC10382
1	2014 FORD CHASSIS PARATRANSIT BUS, FORD E450 STARCRAFT, ALLSTAR, 1FD FE4FS8EDB19325

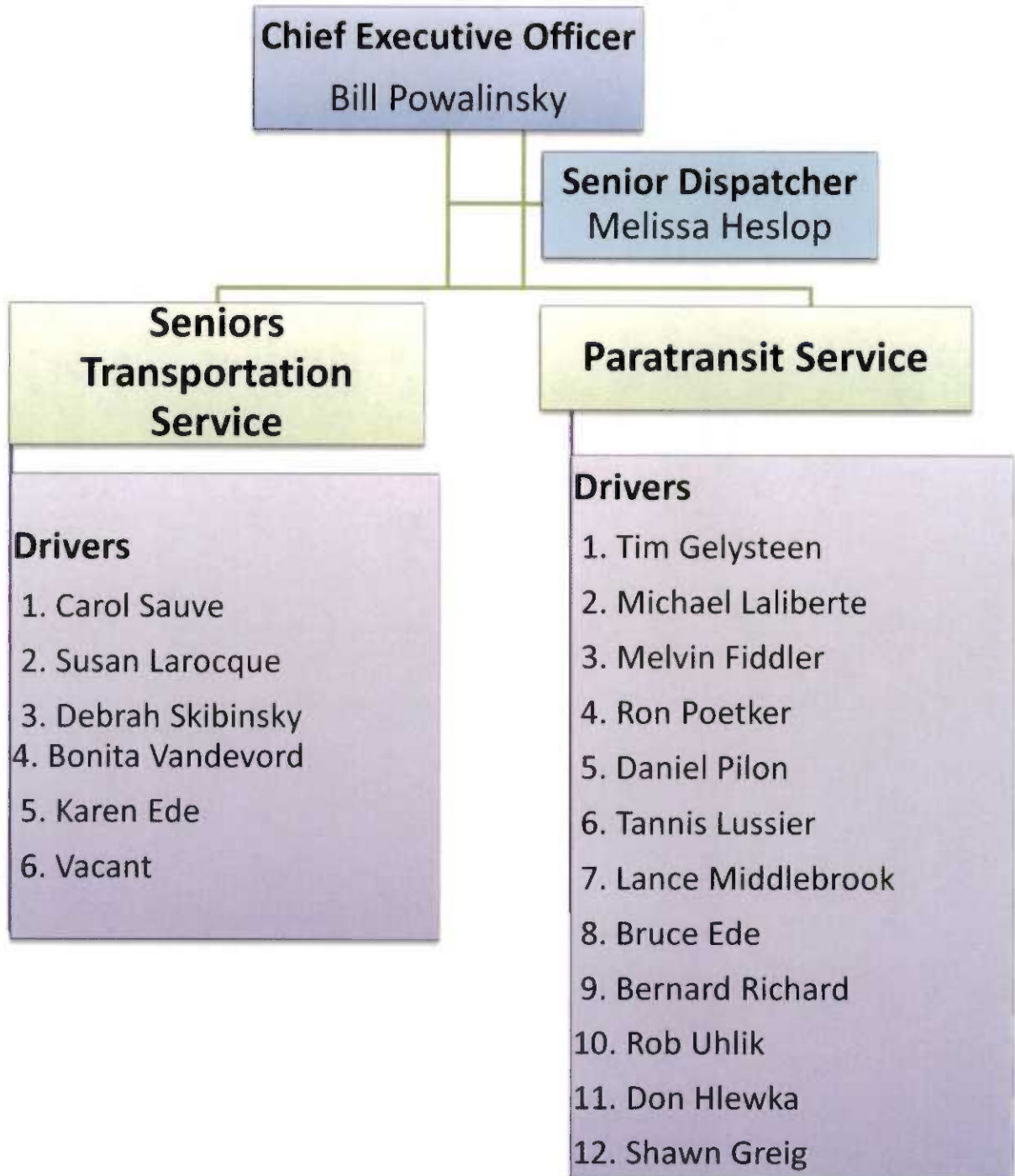
## Schedule B

### Hours of Service

<b>Paratransit Transportation</b>		<b>Seniors Transportation</b>	
Monday	7:30 am - 5:30 pm	Monday	8:30 am - 5:00 pm
Tuesday	7:30 am - 10:30 pm	Tuesday	8:30 am - 5:00 pm
Wednesday	7:30 am - 10:30 pm	Wednesday	8:30 am - 5:00 pm
Thursday	7:30 am - 10:30 pm	Thursday	8:30 am - 5:00 pm
Friday	7:30 am - 10:30 pm	Friday	8:30 am - 5:00 pm
Saturday	7:30 am - 10:30 pm	Saturday	9:00 am - 6:00 pm
Sunday	9:00 am - 5:30 pm	Sunday	9:00 am - 5:00 pm

## Schedule C

### Contractor's Organizational Chart



To: City Council  
 From: City Manager

April 22, 2024 - City Council Inquiries

Councillor	Inquiry #	Inquiry	Dep't Sent to	Date Responded	Response
Councillor Lennox-Zepp	INQ#24-08	What is the status of action being pursued on the issue of homelessness in our City?	Planning & Development Services	09-May	<p>The Community Safety &amp; Well-Being Coordinator:</p> <p>Action in relation to homelessness in the City is being coordinated through the Community Safety and Well-Being Initiative. The scope of this work is broad and partnership based, with the City acting as the backbone to conversations and actions. Examples are:</p> <ul style="list-style-type: none"> <li>• Immediate, downstream activities to address and respond to chronic risk, reduce the accumulation of garbage, establish a permanent location for an emergency shelter, and reduce encampments; and,</li> <li>• Longer-term activities that support upstream solutions, such as re-establishing the hub table, opportunities for 'tiny homes', building data and research to target solutions and clarify needs.</li> </ul> <p>More detailed updates will be provided as we progress through the Community Safety and Well-Being Initiative.</p>
Councillor Ogradnick	INQ#24-09	How many of the 160 Police Officers, invested by the Provincial Government for Community Safety, will be provided to the City?	Police Service	02-May	Please see the attached response from the Chief of Police.
Councillor Ogradnick	INQ#24-10	<p>1. How much has the City paid in Provincial Sales Tax construction costs since the change in 2017; and,</p> <p>2. How much did the City pay in Provincial Sales Tax in 2023.</p>	Financial Services	N/A	A response will be provided for the May 13, 2024 City Council meeting.



To: City Council  
 From: City Manager

April 22, 2024 - City Council Inquiries

Councillor	Inquiry #	Inquiry	Dep't Sent to	Date Responded	Response
Councillor Edwards	INQ#24-11	How is the City managing homeless encampments and who does the public call when they see one?	Planning & Development Services	09-May	<p>The Community Safety &amp; Well-Being Coordinator:</p> <p>The City is working to assertively address encampments through Bylaw who are also working alongside the Community Safety and Well-Being Initiative. We recognize this is a significant concern for residents and we have already seen an increase in the presence of encampments and reports to Bylaw. So far we:</p> <ul style="list-style-type: none"> <li>• Have recruited additional staff resources entirely dedicated to intervening in the establishment of encampments by removing tents;</li> <li>• Are working with organizations to connect individuals in encampments to housing support services;</li> <li>• Are in the process of establishing a multi-sector Encampment Action Team that will coordinate resources across organizations to disrupt the establishment of encampments, help to clean up garbage, and provide support for people to access services; and,</li> <li>• Are working proactively with the YWCA and the community to find a location for a permanent emergency shelter.</li> </ul> <p>Residents can report an encampment to Bylaw by calling 306-953-4370, or online: <a href="https://www.citypa.ca/en/living-in-our-community/bylaw-enforcement.aspx">https://www.citypa.ca/en/living-in-our-community/bylaw-enforcement.aspx</a>.</p>

**RESPONSE TO INQUIRY #24-09**

***How many of the 160 Police Officers, invested by the Provincial Government for Community Safety, will be provided to the City?***

Response:

***I'm assuming the question stems from a recent provincial budget media release that identified the following:***

***“The ministry's budget includes approximately \$228.1 million to fund RCMP operations in the province through the Provincial Police Services Agreement and \$21.6 million for the RCMP's First Nations Policing Program. The budget also provides \$23.1 million for 160 municipal police positions, including 17 Combined Traffic Services positions funded by SGI and other public safety initiatives through the Municipal Police Grants Program.”***

***Although I can't speak to the specifics of this year's provincial budget or how this applies to the allocation of an identified \$23.1 million in 2024, I can provide feedback on the current municipal police funding agreement that Prince Albert has with the Ministry.***

***Our Municipal Police Funding Agreement provides provincial dollars for specific policing initiatives in Prince Albert. The most recent agreement expired in March and we are waiting for the province to provide an update for 2024-25. The Prince Albert Police Service currently has 26 provincially funded positions distributed across the following teams/units:***

- ***Saskatchewan Trafficking Response Team***
- ***Crime Reduction Team***
- ***Serious and Habitual Offender Comprehensive Action Plan***
- ***Child Sexual Exploitation program***
- ***Internet Child Exploitation program***
- ***Police and Crisis Team***
- ***Missing Persons Task Force***
- ***Enhanced Investigative Policing program***
- ***Combined Traffic Services Saskatchewan (CTSS) program in the City of Prince Albert***



City of  
**Prince Albert**

***MOT 24-3***

**MOTION:**

“That Administration conduct a review of Cannabis Retail Hours of Operation.”

Written by: Councillor Lennox-Zepp