

# CITY OF PRINCE ALBERT

# CITY COUNCIL REGULAR MEETING

# **AGENDA**

# MONDAY, FEBRUARY 13, 2023, 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 January 23, 2023 City Council Meeting Minutes for Approval (MIN 23-5)
- 7. NOTICE OF PROCLAMATIONS
- 7.1 Amyloidosis Awareness Month March 2023
- 8. PUBLIC HEARINGS
- 9. DELEGATIONS

## 10. COMMUNICATIONS

- 10.1 Five Year Tax Relief Request Abbeyfield Houses Society of Prince Albert Inc. (RPT 23-45)
- 10.1.1 Thank You Letter Abbeyfield Houses Society of Prince Albert Inc. (CORR 23-9)

# 11. REPORTS OF ADMINISTRATION & COMMITTEES

- 11.1 Commercial Rotary Mower Tender 43/22 (RPT 23-16)
- 11.2 Tender 4/23 Light Duty Pickups (RPT 23-28)
- 11.3 SUV Tender Item 3/23 (RPT 23-29)
- 11.4 Automated Side Loading Sanitation Truck Tender 1/23 (RPT 23-30)
- 11.5 Motor Grader Tender 6/23 (RPT 23-37)
- 11.6 Wheel Loader Tender 7/23 (RPT 23-38)
- 11.7 Wheel Loader Landfill Tender 8/23 (RPT 23-39)
- 11.8 Airport Quality Assurance Program Auditor Selection (RPT 23-36)
- 11.9 Transit Extended Hours Trial (RPT 23-44)
- 11.10 Proposed Shopping Cart Procedure (RPT 23-47)
- 11.11 2022 Recreation Facility Grant Program 2nd Intake (RPT 23-40)
- 11.12 Saskatchewan Polytechnic Opening Doors to Tomorrow Career Fair (RPT 23-41)
- 11.13 Cooke Municipal Golf Course Sponsorship Agreements (RPT 23-54)
- 11.14 Lease Agreement Prince Albert Northern Bears U18 AAA Hockey Club (RPT 23-58)
- 11.15 2022 Audit Engagement Letters (RPT 23-59)
- 11.16 Utility Invoicing Options (RPT 23-48)
- 11.17 Year 2020 and 2021 Settlement Municipal Share Housing Projects (RPT 23-51)
- 11.18 Digital Billboard 75 South Industrial Drive (RPT 23-43)
- 11.19 Subdivision Application One Sky Forest Products Limited (RPT 23-60)

- 11.20 Digital Sign 110 11th Street West (RPT 23-61)
- 11.21 Property Sale 1928 Central Avenue (RPT 23-62)
- 11.22 Property Sale 800 28th Street West (RPT 23-63)
- 11.23 Parcel AA Development Metis Nation Saskatchewan (RPT 23-46)
- 11.24 Bylaw No. 1 of 2023 Building Fee Bylaw (RPT 23-49)
- 11.25 Bylaw No. 2 of 2023 Zoning Bylaw Amendment (RPT 23-50)
- 11.26 Ward 8 By-Election (RPT 23-32)
- 11.27 Deputy Mayor Appointment Changes (RPT 23-35)
- 11.28 Board and Committee Appointments (RPT 23-57)
- 12. UNFINISHED BUSINESS
- 13. MAYOR & COUNCILLORS FORUM
- 14. INQUIRIES
- 15. INQUIRIES RESPONSES
- 15.1 January 23, 2023 City Council Inquiry Responses (INQ 23-2)
- 16. NOTICE OF MOTION
- 17. MOTIONS
- 18. PUBLIC FORUM
- 19. ADJOURNMENT



MIN 23-5

# **MOTION:**

That the Minutes for the City Council Regular Meeting held January 23, 2023, be taken as read and adopted.

# **ATTACHMENTS:**

1. Minutes



# CITY OF PRINCE ALBERT

# CITY COUNCIL REGULAR MEETING

# **MINUTES**

# MONDAY, JANUARY 23, 2023, 5:00 P.M. COUNCIL CHAMBER, CITY HALL

PRESENT: Mayor Greg Dionne

Councillor Charlene Miller Councillor Terra Lennox-Zepp

Councillor Tony Head Councillor Don Cody

Councillor Dennis Ogrodnick Councillor Blake Edwards

Councillor Dawn Kilmer (Attended via video conferencing)

Councillor Ted Zurakowski

Terri Mercier, City Clerk Sherry Person, City Manager

Kris Olsen, Fire Chief

Wes Hicks, Director of Public Works
Mitchell J. Holash, K.C., City Solicitor
Savannah Price, Records Coordinator
Kiley Bear, Director of Corporate Services
Jody Boulet, Director of Community Services
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.

Page 1 of 9	Monday, January 23, 2023	City Council	Regular Meeting

# 2. PRAYER

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

# 3. APPROVAL OF AGENDA

0004. **Moved by:** Councillor Head **Seconded by:** Councillor Cody

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

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

#### **CARRIED UNANIMOUSLY**

# 4. PRESENTATIONS & RECOGNITIONS

# 5. DECLARATION OF CONFLICT OF INTEREST

# 6. ADOPTION OF MINUTES

0005. Moved by: Councillor Miller

Seconded by: Councillor Ogrodnick

That the Minutes of the Council Regular Meeting held December 12, 2022 and Special Meeting held January 9, 2023, be taken as read and adopted.

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

# **CARRIED UNANIMOUSLY**

# 7. NOTICE OF PROCLAMATIONS

- 7.1 Wear Red Canada Day February 13, 2023
- 8. PUBLIC HEARINGS
- 9. DELEGATIONS

# 10. COMMUNICATIONS

10.1 Resignation Letter – Ward 8 Councillor (CORR 23-6)

0006. **Moved by:** Councillor Edwards **Seconded by:** Councillor Miller

That the resignation be accepted and referred to the City Clerk's Office.

In Favour: Councillors: Cody, Edwards, Kilmer, Lennox-Zepp, Miller, Ogrodnick,

and Mayor Dionne

Against: Councillor: Head

Abstain: Councillor: Zurakowski

CARRIED (7 to 1)

# 11. REPORTS OF ADMINISTRATION & COMMITTEES

11.1 One-Time Transit Grant Funding Agreement (RPT 23-13)

0007. **Moved by:** Councillor Lennox-Zepp **Seconded by:** Councillor Miller

- 1. That the allocation of One-Time Public Transit Funding as shown in Schedule B, as attached to RPT 23-13, in the maximum amount of \$415,038, be approved;
- 2. That the Funding Agreement between the Government of Saskatchewan and The City for the One-Time Public Transit Funding Program 2022-23, be approved; and,
- 3. That the Mayor and City Clerk be authorized to execute the Funding Agreement, and any other necessary documents, on behalf of The City.

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

**CARRIED UNANIMOUSLY** 

11.2 School Zone Safety Update (RPT 23-6)

0008. **Moved by:** Councillor Head **Seconded by:** Councillor Miller

That the following areas to be assigned as School Zones, including a speed reduction to 30km/hr from 8:00 a.m. to 5:00 p.m. on weekdays from September to June, be approved:

- 1. 6<sup>th</sup> Avenue West adjacent to St. Anne's School;
- 2. 4<sup>th</sup> Street East adjacent to Princess Margaret Public School;
- 3. 15<sup>th</sup> Street West adjacent to Queen Mary Community School; and,
- 4. River Street East adjacent to Riverside School.

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

## **CARRIED UNANIMOUSLY**

11.3 North American Society for Trenchless Technology Conference (RPT 23-10)

0009. Moved by: Councillor Head

Seconded by: Councillor Lennox-Zepp

That the Utility Manager, Water and Sewer Manager and Operations Manager be approved to attend the North American Society for Trenchless Technology's 'No Dig Show' from April 30 to May 4, 2023 in Portland, Oregon at an estimated budgeted cost of \$2,655.

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

## **CARRIED UNANIMOUSLY**

11.4 2024 Community Grant Program Application to Saskatchewan Lotteries (RPT 23-5)

0010. **Moved by:** Councillor Ogrodnick **Seconded by:** Councillor Edwards

1. That The City submit an Application Form for Funds through the Saskatchewan Lotteries Community Grant Program for Sports, Culture and Recreation; and,

2. That the Mayor and City Clerk be authorized to execute the 2024 Application Form and any other required documentation on behalf of The City.

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

# **CARRIED UNANIMOUSLY**

11.5 Digital Sign – 605 Marquis Road East (RPT 22-489)

0011. **Moved by:** Councillor Cody

Seconded by: Councillor Ogrodnick

- 1. That the Sign Permit Application for a Digital Sign to be located at 605 Marquis Road East, legally described as Lot 1, Block 44, Plan No. 00PA05141, Extension 0, be approved, subject to:
  - a. The submission of a stamped engineered drawing or letter showing that the existing sign is structurally capable of supporting the new digital components.

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

## **CARRIED UNANIMOUSLY**

11.6 Hiring of Economic Development Manager (RPT 23-7)

0012. Moved by: Councillor Head

Seconded by: Councillor Edwards

That the vacant Economic Development Manager position be filled, once a suitable candidate is found.

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

#### CARRIED UNANIMOUSLY

11.7 DCG Philanthropic Service Inc. Draft Campaign Feasibility Study Report and Capital Campaign Approval (RPT 23-20)

0013. **Moved by:** Councillor Lennox-Zepp **Seconded by:** Councillor Miller

That the Motion on the floor be amended as follows:

That the DCG Philanthropic Services Inc. Contract include fundraising work for the Branch Library and Daycare at the Aquatic and Arenas Recreation Centre.

In Favor: Councillors: Lennox-Zepp and Miller

Against: Councillors: Cody, Edwards, Head, Kilmer, Ogrodnick, Zurakowski

and Mayor Dionne

**MOTION DEFEATED** 

0014. **Moved by:** Councillor Cody

Seconded by: Councillor Edwards

- 1. That DCG Philanthropic Services Inc. Campaign Feasibility Study Overview and Recommendations, as attached to RPT 23-20, be approved;
- 2. That DCG Philanthropic Services Inc. Capital Campaign for delivery of the campaign strategy with respect to engaging donors, building project profile, producing volunteer training materials, overseeing and developing marketing communications and public relations materials, regular reporting to The City, writing proposals and holding donor meetings, be approved for an estimated cost of \$648,900 plus applicable taxes, to be funded from the external funding received for the Aquatic and Arenas Recreation Project; and,
- 3. That the Mayor and City Clerk be authorized to execute the Agreement and any other necessary documents on behalf of The City, once prepared.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Ogrodnick, Zurakowski

and Mayor Dionne

Against: Councillors: Lennox-Zepp and Miller

CARRIED (7 to 2)

11.8 Agreement with Carlton Trail Railway – Multiple Pipeline Crossing License Agreement (RPT 23-17)

0015. **Moved by:** Councillor Cody **Seconded by:** Councillor Head

That the Mayor and City Clerk be authorized to execute on behalf of The City a Multiple Pipeline Crossing License Agreement with Carlton Trail Railway, in such form as the City Solicitor confirms is in compliance with the resolution of issues negotiated with Carlton Trail Railways, providing for annual payment of \$12,688 per year, with an annual escalator not to exceed two percent (2%), and a notice clause regarding termination.

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

# **CARRIED UNANIMOUSLY**

11.9 2022 City Council and Executive Committee Record of Attendance (RPT 22-476)

0016. Moved by: Councillor Miller

Seconded by: Councillor Ogrodnick

That RPT 22-476 be received as information and filed.

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

#### CARRIED UNANIMOUSLY

11.10 Privacy, Confidentiality and Access to Information Policies (RPT 23-9)

0017. **Moved by:** Councillor Head **Seconded by:** Councillor Cody

That the Privacy and Confidentiality Policy and Access to Information Policy, as attached to RPT 22-480, be approved.

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

#### CARRIED UNANIMOUSLY

11.11 Action Items from City Council, Executive Committee and Budget Committee (RPT 23-8)

0018. Moved by: Councillor Ogrodnick

Seconded by: Councillor Lennox-Zepp

That the Action Items be updated as indicated in the Open Items document, as attached to RPT 22-474, with the following amendment:

 That the deadline date for Item CS7 – Motion – Councillor Ogrodnick – Historical Significance and Potential Development – La Colle Falls and Area, be extended and that a site visit be scheduled by July 1, 2023, with recommendations on next steps to be forwarded for consideration by City Council.

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

#### **CARRIED UNANIMOUSLY**

# 12. UNFINISHED BUSINESS

# 13. MAYOR & COUNCILLORS FORUM

# 14. INQUIRIES

- 14.1 Councillor Lennox-Zepp Aquatic and Arenas Recreation Centre
  - 1. Does Administration expect The City to be able to offer an increased number of swimming lesson spaces once the new Aquatic and Arenas Recreation Centre opens;
  - 2. What is the \$20 million of proposed fundraising through DCG Philanthropic Services Inc. Contract proposed to be spent on, and what do we need those funds for; and,
  - What amount of fundraising dollars under the DCG Philanthropic Services Inc. Contract will be reserved to be spent on the Aquatic and Arenas Recreation Centre and what amount will be reserved for the Events Centre.

# 15. INQUIRY RESPONSES

15.1 December 12, 2022 City Council Meeting Inquiry Responses (INQ 23-1)

0019. Moved by: Councillor Miller

Seconded by: Councillor Lennox-Zepp

That INQ 23-1 be received as information and filed.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller,

Ogrodnick, Zurakowski and Mayor Dionne

**CARRIED UNANIMOUSLY** 

- 16. NOTICE OF MOTION
- 17. MOTIONS
- 18. PUBLIC FORUM
- 19. ADJOURNMENT 7:16 P.M.

0020. **Moved by:** Councillor Zurakowski **Seconded by:** Councillor Kilmer

That this Council do now adjourn.

In Favour: Councillors: Cody, Edwards, Head, Kilmer, Lennox-Zepp, Miller,

Ogrodnick, Zurakowski and Mayor Dionne

**CARRIED UNANIMOUSLY** 

MAYOR GREG DIONNE CITY CLERK

MINUTES ADOPTED THIS 13<sup>TH</sup> DAY OF FEBRUARY, A.D. 2023.



## **RPT 23-45**

**TITLE:** Five Year Tax Relief Request - Abbeyfield Houses Socitey of Prince Albert Inc.

DATE: February 2, 2023

TO: City Council

PUBLIC: X INCAMERA:

# **RECOMMENDATION:**

- 1. That a seventy-five percent (75%) Tax Exemption Agreement with Abbeyfield Houses Society of Prince Albert Inc. for a five (5) year term be approved for the years 2023 to 2027 inclusive, including Municipal Taxes and Levies, except Local Improvements;
- 2. That a seventy-five percent (75%) Tax Exemption of Public and Separate School Taxes be approved, subject to receiving approval from the Saskatchewan Ministry of Government Relations, if required, and the Prince Albert Catholic School Division; and,
- 3. That the Mayor and City Clerk be authorize to execute Agreement on behalf of The City, once prepared.

#### **ATTACHMENTS:**

1. Five Year Tax Relief Request - Abbeyfield Houses Socitey of Prince Albert Inc. (RPT 22-472)

Written by: Executive Committee



#### **RPT 22-472**

**TITLE:** Five Year Tax Relief Request - Abbeyfield Houses Society of Prince Albert Inc.

DATE: December 7, 2022

**TO:** Executive Committee

PUBLIC: X INCAMERA:

## **RECOMMENDATION:**

That the following recommendations be forwarded to City Council for approval:

- 1. That a seventy five percent (75%) Tax Exemption Agreement with Abbeyfield Houses Society of Prince Albert Inc. for a five (5) year term be approved for the years 2023 to 2027 inclusive, including municipal taxes and levies, except local improvements.
- 2. That a seventy five percent (75%) tax exemption of public and separate school taxes be approved subject to receiving correspondence from the Saskatchewan Ministry of Government Relations, if required, and the Prince Albert Catholic Separate School Division.
- 3. That the Mayor and City Clerk be authorize to execute the Five (5) Year Exemption Agreement on behalf of the City, once prepared.

# **TOPIC AND PURPOSE:**

To obtain approval for Administration to proceed with preparing a Five (5) Year Tax Exemption Agreement for Abbeyfield Houses Society of Prince Albert Inc. (herein after referred to as "Abbeyfield") making them 75% exempt.

# **BACKGROUND:**

This is the first time Abbeyfield has requested an exemption agreement for the property located at 190 26<sup>th</sup> Street East. On September 14, 2022, Abbeyfield submitted the required information according to the Policy & Procedure for Application for Tax Relief No. 51 for consideration.

## PROPOSED APPROACH AND RATIONALE:

The Financial Services Department has received and reviewed the information from Abbeyfield regarding a new Taxation Exemption Agreement. The review determined that the property

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owner is currently able to remain self-funded, however, the property owner identified that the additional cost of the property taxes would impact the function of their organization and may not be able to continue providing low rent for seniors in the community.

# Abbeyfield Background

Abbeyfield opened its wheelchair accessible senior housing operation in 2001, offering low rent and subsidies to low income seniors. The goal of Abbeyfield is to provide safe, affordable housing to seniors who are still able to live on their own or who may be struggling from isolation and loneliness but may find it challenging to prepare healthy meals and struggle physically to maintain a home.

Abbeyfield is operated by a Board of Directors, who also volunteer their time to keep Abbeyfield running smoothly. They hire a full time house cook, and a casual cleaner, but the members of their Board are the administration of the house, provide any maintenance, and plan entertainment, provide transportation and coordinate any other events that bring joy to their residents. As their Board is aging, they are finding it difficult to manage the home and all that comes with it, without having to hire outside help. Their building is requiring some expenses in the near future to maintain operational, such as an elevator upgrade.

With the rising cost of living, and utilities and groceries being their primary expenses, Abbeyfield is seeking an exemption agreement to help offset some of the costs to their operation. By decreasing their annual tax amounts, they are able to keep the rent low and still provide the same great level of service to their residents.

# Rationale for 75% Exemption

Financial Services has determined that providing Abbeyfield with a 75% exemption would place the amount of their property taxes in line with their Saskatoon location, which paid \$9,569 in property taxes in 2022. In addition, the 75% exemption still requires Abbeyfield to pay part of their property tax levy to the City, while also keeping some equality as there are no other Care Homes that receive an exemption. Approving this exemption agreement may pose a risk of having other Care Homes applying for exemptions as well, however, Abbeyfield is the only property classified in the City as a Care Home that is also a non-profit and registered charity. The first requirement under the City's Policy 51 is for the entity to be a not-for-profit, therefore, Abbeyfield is currently the only Care Home that qualifies for an exemption under this policy. For a full assessment of the criteria under Policy 51, see attachment "Abbeyfield Application Check List."

#### **CONSULTATIONS:**

The Senior Accounting Manager met with representatives from Abbeyfield to discuss their application.

The Chief Clerk of Taxation and Senior Accounting Manager have reviewed the request to ensure it is in compliance with the Policy & Procedures Application for Tax Relief No. 51. The Director of Financial Services has reviewed and ensured the findings were correct and proper criteria was met.

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#### COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Upon approval, the Senior Accounting Manager will provide letters to the school divisions to request approval for the school tax portions. After all approvals, Abbeyfield will receive a letter with notification of the approval. At that time, there will be arrangements made for the completion of signing the agreement.

# **POLICY IMPLICATIONS:**

The recommendation follows the City's Policy and Procedure for Applications for Tax Relief No. 51. In addition, entering into a 5 year agreement is compliant with Section 262 of the Cities Act.

## FINANCIAL IMPLICATIONS:

The estimated property taxes for this property are \$22,245.55, based on the 2022 bylaws. If they were awarded a 75% exemption, that would decrease their taxes to an estimated amount of \$5,561.39.

This would be an estimated annual loss of \$16,684.16 in revenue that would not be collected through the property tax levy. Both the public and separate school portions are included in all of these estimated amounts. The City's portion of this loss would be an estimated \$9,787.49.

All Care Homes currently receive an annual abatement on their property taxes for the difference between Residential and Commercial rates. If the exemption agreement is approved, Abbeyfield would no longer qualify for this abatement. In 2022 their abatement amount was \$793.63 for the municipal portion, and \$495.91 for the school portion.

#### OTHER CONSIDERATIONS/IMPLICATIONS:

There are no privacy implications or Official Community Plan.

#### STRATEGIC PLAN:

This recommendation supports the strategic goal of Building a Robust Economy. This exemption allows for an equitable tax structure to promote community growth as it is supporting a not-for-profit organization in their endeavor to continue to provide safe, quality care and assistance to seniors in the community while offering low or subsidized housing.

#### **OPTIONS TO RECOMMENDATION:**

Other options Council may consider are:

- 1. Approve an exemption at some other rate (ex. 50%, 100%, etc.).
  - a. An exemption rate at 75% was chosen due to the tax status of the other Saskatchewan Abbeyfield location (non-exempt), and the fact that this rate will bring Abbeyfield Prince Albert's tax bill to an amount more in line with the other Saskatchewan Abbeyfield location.
  - b. Based on the 2022 bylaws, an exemption of 50% would amount to approximately

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\$11,285 in forgone property taxes (City portion of \$7,070). A 100% exemption would result in approximately \$22,246 in foregone property taxes (City portion of \$13,816).

- 2. Approve an annual abatement to provide some property tax relief for 2023 only.
  - a. This option was not selected as the criteria under Policy 51 has been met which allows for an exemption as opposed to an abatement.
- 3. Approve for a term less than five years.
  - a. Past practice of providing tax relief under Policy 51 has resulted in granting 5 year exemption terms. This time period was chosen to remain consistent.
- 4. Not approve an exemption agreement and not provide any other form of tax relief.
  - a. This option is not being recommended as Abbeyfield has met all criteria under Policy 51 in order to receive an exemption.

## **PUBLIC NOTICE**

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

PRESENTATION: Verbal presentation by Senior Accounting Manager.

## **ATTACHMENTS:**

- 1. Abbeyfield Tax Exemption Letter
- 2. Abbeyfield Application Check List
- 3. Policy No. 51

Written by: Briane Vance, Senior Accounting Manager

Approved by: Director of Financial Services & City Manager

City of Prince Albert attention Briane Vance

City Hall, 1084 Central Avenue

Prince Albert, Sk.

S6V 7P3

Abbeyfield Houses Society of Prince Albert

190-26th St. East

Prince Albert, SK.

S6V 1Z7

September 14, 2022

Dear Briane,

Thankyou very much for meeting with representatives of our Board of Directors yesterday. We appreciated the information about the policy relating to non-profit organizations and taxes.

I am providing information that you asked for in your email to me to help Council in discussing Abbeyfield.

I have included documentation about our status as a charitable non-profit corporation, our affiliation with Abbeyfield Canada, and through them with Abbeyfield International, our governance structure and our staffing and volunteers. Abbeyfield Canada has a website that provides information about our 19 homes in Canada. We are classed as independent seniors' living.

I have included our bylaws and our board report for 2021. You already have financial statement back to 2019. Our July 2022 financial statement shows that we are just barely turning the corner back to operating without a loss suffered during the Covid pandemic. I also noted what Sasktatoon paid in municipal taxes in 2021, \$9,280. They have a capacity of 10, we have a capacity for 11 singles in bed-sitting suites and 2 couples in 1- bedroom suites. Our suites are large with full bathrooms. The building is fully handicap accessible.

I have also provided a history of Abbeyfield's development in Prince Albert back in 1995 and our opening in August of 2001.

We take applications from anywhere. Elderly people from other parts of Saskatchewan or even other provinces may need to come to Prince Albert to be near supportive families. We do prioritize Prince Albert residents and the majority are from here.

Abbeyfield hires a full-time house cook /coordinator and relief casual cooks. We provide meals 7 days a week. We have a casual cleaner for our common areas and a casual maintenance man who works as needed. We have a casual bookkeeper, also a board member, and a casual part-time recreation director. Our volunteer board is a working board and we manage the administration of the house and do some minor maintenance. We do not have a paid manager for administrative tasks. I have included a list of our volunteer board. Our full-time person does not live in as was the case in the past. We have a resident who is capable and will provide assistance to residents at night in exchange for reduced rent. We are not a licensed personal care home and cannot provide any care. Homecare comes in when needed to assist residents, sometimes as often as twice a day.

Volunteers come in from the community to provide entertainment, provide some transportation to concerts, organize teas and do other tasks to enrich our home. In the past when we still had a mortgage, they also ran bingos, raffles and worked with the board and other community organizations on fund-raising events. Our board is aging and we no longer do major fund-raising, once our mortgage was paid off in 2012. Managing the home keeps our board occupied and we can't ask any more of them.

Two of our board volunteers have received national awards, both from Abbeyfield Canada and the Queen's 50<sup>th</sup> Jubilee medal.

Our Molly Cowie Community room provides space for seniors' events at no cost, as well as for residents, families and board events. It was developed with New Horizons funding and memorial donations. Before Seniors' Advocacy purchased their own building, they were doing their presentations in our community room for several years.

Recent events have caused hardship to our organization. Specifically, the Covid pandemic and recent inflation. We have maintained 100% occupancy since we opened in 2001 until Covid caused people on our waiting list to decide they did not want to move into a communal living facility with protection measures during Covid. And Covid is not gone yet. As a result, we operated with 3 vacancies for some months resulting in a deficit in 2021. We are non-profit so keep our rental rates as low as we can to meet our needs. We provide society subsidies for very low- income people. We currently subsidize a couple and have recently subsidized up to 3 people at once. If we continue needing to increase rates anywhere from 4 to 6%, we will have more people needing subsidy and we will not be able to take these people. We do not want this situation. Having raised our rents in 2022, we do not want a further increase in 2023

Our building is aging and we have expenses in maintaining the building. We had a recent boiler upgrade and currently we anticipate needing an elevator upgrade which will be very costly. We don't have a quote as yet.

Our taxes have increased substantially in recent years and we would appreciate an abatement to assist us to keep our rents low despite current financial stressors. We need to keep reserves at a level that allows us to handle unforeseen situations without undue stress.

I hope we have provided comprehensive information for you to consider in providing us with some tax relief as we go forward providing a valuable service to our community.

Sincerely,

Sylvia Gent, President

A. Lent.

Abbeyfield Houses Society of Prince Albert Inc.

# **Tax Relief Application Check List**

Name of Applicant: Abbeyfield Houses Society of Prince Albert Inc. Civic Address / Roll No: 190 26th Street E - 201013961

The organization provided the following information that was requested:

Question	Response	Comments
Was the application received on time? When was it received?	Yes	Received on September 14, 2022
Is it registered as Non Profit? Did they provide proof?	Yes	Yes it is non-profit, copy of corporate registry on file.  Abbeyfield is also a registered charity.
Is the Applicant receiving funding elsewhere in the City at the same time?	No	Note: Care Home Abatement would no longer be available if tax exemption application approved.
Did the Applicant provide current audited financial statements?	Yes	Noted a \$36,000 loss for 2021. Main expenses are food/groceries, chef services, and utilities
Did the Applicant provide the most recent budget?	Yes	
Were copies of any document received by a level of government that authorizes the operations? (ex: approvals, licenses, certificates)	n/a	
Do they have objectives of enhancing the health, safety or welfare of the citizens of Prince Albert? What is their demographic or current client base?	Yes	They provide low rent and subsidies to low income seniors who may find it difficult to prepare meals and maintain household chores, or may experience isolation and loneliness. They provide a sense of security, community, companionship and support to seniors who seek a home setting. See additional notes for further commentary.
Is the property owned and occupied by the organization?	Yes	They own and occupy their space, which accommodates for 11 single and 2 couple living quarters.
How is the organization governed? (ex: Board structure, employees, volunteers)		Board of Directors.  Volunteers provide entertainment, transportation, events, etc. Board Members are bookkeepers and perform minor maintenance. One resident provides assistance for cheaper rent.
Any additional helpful information		Abbeyfield Saskatoon houses 10 residents and is not exempt.  Abbeyfield Prince Albert is not a licensed personal care home and cannot provide any care. They also hire a full time house cook/coordinator, and relief casual cooks.

## **Additional Notes/Comments:**

While Abbeyfield's facility serves only a portion of the Prince Albert community (i.e. seniors), the benefit they provide reaches further than the individuals they house. They are also providing a benefit to those family members who now know that their aging parent/sibling/friend, etc. are being taken care of in a safe environment. Further, Administration also reviewed guidance provided by Canada Revenue Agency in Policy CPS-024, which provides details they consider relevant for determining what constitutes a "sufficient segment" of the community when looking at an organization's charitable status. In this policy, they list general "rules" to be considered in conjunction with one another. These "rules" include:

- 1. Certain classes of persons eligible to benefit are generally acceptable at law:
  - a. Those who need the particular service for example, seniors who need affordable housing.
- 2. Whether or not their purpose is linked to the "sufficient segment" they serve.
  - O Abbeyfield's purpose is directly linked to the group they serve i.e. seniors.
- 3. Cannot confer a private benefit i.e. a private benefit will be found when the beneficiary of the organization's service is defined solely by some personal connection.
  - This is not the case with Abbeyfield as they do not require personal connections to apply for housing
- 4. Cannot restrict their services in a way that will offend the public benefit test.
  - While their services are limited to seniors, the restriction is relevant to achieving their goals as an organization. This does not offend the public benefit test.
- 5. Although the number of beneficiaries is important and should not be negligible, the mere fact that only a limited number of persons are able to avail themselves of a benefit will not necessarily offend the public benefit test.
  - The fact that Abbeyfield has capacity for 11 single individuals and 2 couples, and not the entire community of Prince Albert, does not automatically prevent them from serving a sufficient segment of the community.

Based on these factors, it's been determined that Abbeyfield serves a sufficient segment of the Community and meets the criteria under Policy 51. Further, Administration confirmed that Abbeyfield is a registered charity with Canada Revenue Agency, meaning they also concluded that a sufficient segment is served by this organization.

City of Prince Albert Statement of POLICY and PROCEDURE			
Department:	Financial Services	Policy No.	51
Section:	Assessment & Taxation	Issued:	December 18, 2006
Subject:	Policy & Procedure for Applications for Tax Relief	Policy Effective:	October 24, 2011
Council		Page:	1 of 5
Resolution # and Date:	Council Resolution No. 0803 of October 24, 2011	Replaces:	Council Res. 0767
Issued by:	Brian Moore, City Assessor	Dated:	December 18, 2006
Approved by:	Joe Day, Director of Financial Services	Procedure Amendment:	

# 1. POLICY

- 1.01 That any organization that applies to the City for property tax relief based on the social benefit that the organization provides, will submit its request pursuant to this policy.
- 1.02 This policy does not apply to requests for tax refunds due to the discovery of incorrect assessment or tax data or calculations (obvious errors).

## 2. PURPOSE

- 2.01 The purpose of this policy is to establish a consistent procedure for administration to utilize to prepare material for Council in instances where organizations apply to the City for property tax relief.
- 2.02 The purpose of this policy is to standardize:
  - 1. The submission deadline for applications;
  - 2. The information that accompanies every application to the City for tax relief:
  - 3. The guiding principles that City Council gives consideration to when evaluating applications;
  - 4. A list of general issues that Council gives consideration to in its evaluation of applications; and
  - 5. A list of industries that Council will review as it gives consideration to each application to ensure it is aware of any potential conflicts that could arise from providing the requested tax relief.

City of Prince Albert Statement of POLICY and PROCEDURE			
Department:	Financial Services	Policy No.	51
Section:	Assessment & Taxation	Issued:	December 18, 2006
Subject:	Policy & Procedure for Applications for Tax Relief	Policy Effective:	October 24, 2011
Council		Page:	2 of 5
Resolution # and Date:	Council Resolution No. 0803 of October 24, 2011	Replaces:	Council Res. 0767
Issued by:	Brian Moore, City Assessor	Dated:	December 18, 2006
Approved by:	Joe Day, Director of Financial Services	Procedure Amendment:	

#### 3. SCOPE

3.01 This Policy applies to any organization that owns taxable property within the City of Prince Albert and requests tax relief based on the social benefit that the organization provides.

## 4. **RESPONSIBILITY**

- 4.01 Council is responsible for making the final decision regarding the abatement or exemption of taxes under the authority of Sections 244, 262, and 263 of The Cities Act.
- 4.02 The Cities Act (Section 101(1)(h)) authorizes Council to provide tax relief in certain instances, and this is an authority that Council can't delegate to administration; all requests for tax relief must be forwarded to Council for its decision.
- 4.03 The Director of Financial Services is responsible for ensuring all requests are in compliance with this policy before information is forwarded to City Council for its decision.

# 5. **DEFINITIONS**

- 5.01 Tax Abatement The cancellation, reduction, refund of taxes as defined in Section 244 of The Cities Act.
- 5.02 Tax Exemption The exemption from taxation in whole or in part as defined in Sections 262 and 263 of <u>The Cities Act.</u>

City of Prince Albert Statement of POLICY and PROCEDURE			
Department:	Financial Services	Policy No.	51
Section:	Assessment & Taxation	Issued:	December 18, 2006
Subject:	Policy & Procedure for Applications for Tax Relief	Policy Effective:	October 24, 2011
Council		Page:	3 of 5
Resolution # and Date:	Council Resolution No. 0803 of October 24, 2011	Replaces:	Council Res. 0767
Issued by:	Brian Moore, City Assessor	Dated:	December 18, 2006
Approved by:	Joe Day, Director of Financial Services	Procedure Amendment:	

# 6. REFERENCES & RELATED STATEMENTS OF POLICY & PROCEDURE

- 6.01 The particular Sections of the Cities Act that a request for tax relief must be processed under are:
  - 244 Cancellation, reduction, refund or deferral of taxes, or
  - 262 Exemptions from taxation
  - 263 Exempt property and other taxing authorities
  - 101(1)(h) Council's Authority

## 7. PROCEDURE

# 7.01 Application Deadlines

Applications for tax relief under this guideline with all supporting documentation must be made prior to **October 15**<sup>th</sup> of the year prior to the first year for which an application is being made. Any application received or perfected after the stated deadline will not be considered until the next cycle of applications. It is the responsibility of the applying organization to ensure they are aware of and meet the stated deadline.

The report accompanying the recommendation will interpret the data supplied as it relates to the guideline to assist Council in making its legislatively required determinations.

# 7.02 Corporate Status

The applicant must provide Proof of non-profit corporate status or an acceptable equivalent status.

## 7.03 Financial Statements

The applicant must provide the most current audited or reviewed financial statement.

City of Prince Albert Statement of POLICY and PROCEDURE				
Department:	Financial Services	Policy No.	51	
Section:	Assessment & Taxation	Issued:	December 18, 2006	
Subject:	Policy & Procedure for Applications for Tax Relief	Policy Effective:	October 24, 2011	
Council		Page:	4 of 5	
Resolution # and Date:	Council Resolution No. 0803 of October 24, 2011	Replaces:	Council Res. 0767	
Issued by:	Brian Moore, City Assessor	Dated:	December 18, 2006	
Approved by:	Joe Day, Director of Financial Services	Procedure Amendment:		

# 7.04 Budget

The applicant must provide the most recent budget for the organization.

# 7.05 Approvals, Licences & Certificates

The applicant must provide copies of any document provided by a level of government that authorizes the operations of the applicant.

# 7.06 General Information

The applicant must provide a summary of the organization including:

- 1. How the organization is governed (i.e. Board structure and composition, as well as the use of employees and volunteers)
- 2. The objectives of the organization
- Relevant statistics illustrating the benefits to the community as a result of the activities of the organization with emphasis on groups benefiting directly or indirectly.
- 4. "Tiered" benevolent organizations should provide data on how all levels of their organization inter-relate and contribute to the objectives of the organization.
- 5. Where appropriate, provide a breakdown of salaries and benefits between administrative, professional and operational/client staff.
- 6. Relative statistics including a description of client catchment area and demographics of the current client base.
- 7. A summary of the restrictions on who may avail themselves of the use of the services of the organization.

City of Prince Albert Statement of POLICY and PROCEDURE			
Department:	Financial Services	Policy No.	51
Section:	Assessment & Taxation	Issued:	December 18, 2006
Subject:	Policy & Procedure for Applications for Tax Relief	Policy Effective:	October 24, 2011
Council		Page:	5 of 5
Resolution # and Date:	Council Resolution No. 0803 of October 24, 2011	Replaces:	Council Res. 0767
Issued by:	Brian Moore, City Assessor	Dated:	December 18, 2006
Approved by:	Joe Day, Director of Financial Services	Procedure Amendment:	

- 7.07 At a minimum any applicant seeking an exemption would be required to:
  - 1. Be registered as a non-profit corporation or acceptable equivalent.
  - 2. Have objectives of enhancing the health, safety, or welfare of the citizens of Prince Albert. A linkage to the provision of support to youth, the physically or emotionally challenged or other groups identified as deserving by council must be clear in the documentation.
  - 3. Be applying for tax relief for a property that is owned, occupied and utilized by the applying organization for the purpose of meeting the objectives of the organization or the applicant meets all other criteria and occupies property owned by an organization normally exempt under the legislation.

# **CORR 23-9**

TITLE: Thank You Letter - Abbeyfield Houses Society of Prince Albert Inc.

DATE: February 8, 2023

TO: City Council

PUBLIC: X INCAMERA:

**PRESENTATION: None** 

# **ATTACHMENTS:**

1. Letter dated February 1, 2023

Written by: Sylvia Gent, Board of Abbeyfield House



Abbeyfield Houses Society of Prince Albert Inc.

190 - 26th St. East

Prince Albert, SK. S6V 1Z7

City of Prince Albert Mayor and Council City Hall, 1084 Central Avenue

Prince Albert, SK. S6V 7P3

February 1, 2023

Dear Mayor Dionne and Council,

On behalf of Abbeyfield residents, staff and board, I want to thank you for the tax exemption you approved at your recent meeting. That will go a long way towards stabilizing our finances in the current challenging economic situation.

Equally gratifying to us was hearing the positive comments you made regarding Abbeyfield. Those comments were much appreciated.

Also, we want to recognize the interest and support Briane Vance provided in the process to bring our request to Council . She provided us with a lot of valuable information and presented our submission. Thank you Briane.

2. Food

Sincerely, Sylvia Gent, for Board of Abbeyfield House



#### **RPT 23-16**

**TITLE:** Commercial Rotary Mower Tender 43/22

**DATE:** January 18, 2023

TO: City Council

PUBLIC: X INCAMERA:

## **RECOMMENDATION:**

1. That Tender 43/22, for the purchase of a new 4.87M Rotary Mower, be awarded to Oakcreek Golf and Turf at a cost of \$200,354.01, including all applicable taxes, to be funded from the Fleet Equipment Reserve; and,

2. That the Mayor and City Clerk be authorized to execute any applicable documents of behalf of the City, if required.

#### **TOPIC & PURPOSE:**

The purpose of this report is to award the 4.87M Commercial Rotary Mower Tender 43/22.

#### **BACKGROUND:**

The replacement of unit 6138, a 2013 John Deere 11' mower was approved in the 2023 Capital Budget for \$165,000.

The City has 5 large commercial rotary mowers as well as a large deck for the Trackless that are used by Community Service Parks section. These mowers are used to mow large open green spaces throughout the city. They vary in size fro 11' to 15' (3.35M to 4.87M).

The life expectancy of this type of mower is 8 to 10 years, slightly more than the smaller Grasshoppers which are 8 years. Being a large mower, these mowers tend to not bounce over as many curb and mow smoother terrain than the Grasshoppers thus helping them live a couple years longer. In the fleet currently is one 2013, one 2014, one 2017, one 2019 and a 2020 mower.

#### PROPOSED APPROACH AND RATIONALE:

This year all large commercial rotary mowers tendered are over budget. The low bid meeting specifications from Oakcreek Golf and Turf is \$26,329.05 over the budgeted amount of \$165,000. The lowest bid by Clark Supply had major deviations which make it unacceptable. The first is it has a narrower cut than requested, less horse power and a lighter built deck. The other bid from Clark Supply was the highest tender with some small deviations.

In 2020, we paid \$131,990.00 for the same mower. This is an increase of \$59,339.05 or just over 45% in three years.

Unit 6138 went into service in July of 2013. The City's replacement schedule on this type of equipment is approximately 8 to 10 years. This is generally a good time to replace these mowers as the hydraulic systems are very expensive to repair and by this time the decks have been repaired multiple times and need replacing. Part availability is an increasing issue for older equipment, particularly with the current supply chain issues.

Current delivery for the new unit will be over a year once the purchase order is issued.

## **CONSULTATIONS:**

The Community Services, City Fleet mechanics and Administration had discussions to ensure this unit would meet their needs before tendering.

#### COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Once Council has approved the awarding of the tender, the Purchasing Manager will issue the successful supplier a purchase order.

## FINANCIAL IMPLICATIONS:

This unit is over budget by \$26,329.05, this over budget amount will come from savings realized on other units purchased this year within the Fleet Equipment Reserve. The three small mowers came in under budget enough to cover the shortfall in the budgeting of this large mower.

At the end of 2023, the Fleet Equipment Reserve balance is expected to be \$1,960,000.

#### 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:**

Rotary mower large Tender Evaluation

Written by: Robert Snowdon, Fleet Manager

Approved by: Operations Manager; Director of Community Services; City Manager

Rotary Mower Tender Evaluation					
ITEM TENDI	ITEM TENDERED Rotary Mower 4.87M ITEM 43/22				
			COST WITH		
SUPPLIER	MAKE	MODEL	ALL TAX		
Clark Supply	Jacobsen	HR700	\$175,321.17		
Clark Supply	Jacobsen	HR800	\$211,951.17		
Oakcreek Golf		Groundsmaster			
and Turf	Toro	5900	\$200,354.00		



#### **RPT 23-28**

TITLE: Tender 4/23 Light Duty Pickups

**DATE:** January 26, 2023

TO: City Council

PUBLIC: X INCAMERA:

## **RECOMMENDATION:**

1. That Tender 4/23, for the purchase of a eight new Light Duty Pickups, be awarded to Anderson Motors at a cost of \$479,750.88, including all applicable taxes, to be funded from the Fleet Equipment Reserve; and,

2. That the Mayor and City Clerk be authorized to execute any applicable documents of behalf of the City, if required.

## **TOPIC & PURPOSE:**

The purpose of this report is to award the eight light duty pickups, Tender 4/23.

# **BACKGROUND:**

The replacement of eight light duty trucks was approved in the 2023 Capital Budget for \$459,900. These vehicles are used hauling, towing trailers, Bylaw enforcement and moving people.

The life expectancy of these vehicles is usually 10 plus years depending on mileage, rust, obsolesce and mechanical condition.

## PROPOSED APPROACH AND RATIONALE:

With 80 plus vehicles in this category we would normally budget for approximately five to ten vehicles. The last several years have seen only a couple vehicles replaced a year so this is a year where a large number of vehicles where due to be replaced because of rust and mechanical issues, as well as being over the scheduled replacement age.

RPT 23-28 Page **2** of **3** 

There where two suppliers that bid three different vehicles. Lakeland Ford's bid was over budget as well as one bid from Anderson Motors. The second bid from Anderson motors was under budget. With PST the cost of the eight pickups came in at \$458,140.48 with a budget of \$459,900.00.

All tenders has some small deviations, but none will affect safety or operating needs of the pickups.

In 2022, we paid \$49,946.56 for the same pickup. This is an increase of \$7,321.00 or approximately 15% in one year.

The light trucks that are being replaced are mostly 2009 to 2011 models. The City's replacement schedule on this type of equipment is approximately 10 to 12 years. This is generally a good time to replace light pickups as the power train systems are very expensive to repair or replace and by this time the bodies have a substantial amount of rust. Part availability is an increasing issue for older equipment, particularly with the current supply chain issues.

Current delivery for the new unit will be close to a year once the purchase order is issued.

#### **CONSULTATIONS:**

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

#### COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Once Council has approved the awarding of the tender, the Purchasing Manager will issue the successful supplier a purchase order.

## FINANCIAL IMPLICATIONS:

These pickups are under budget by \$759.52.

At the end of 2023, the Fleet Equipment Reserve balance is expected to be \$1,960,000.

#### 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

RPT 23-28 Page **3** of **3** 

infrastructure to support sustainable services.

#### **PUBLIC NOTICE:**

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

#### **ATTACHMENTS:**

Light Duty Pickup Evaluation

Written by: Robert Snowdon; Fleet Manager

Approved by: Operations Manager; Director of Public Works; City Manager

Light Duty Pickups Tender Evaluation						
ITEM TENDI	ERED Light	Duty Picku	ps ITEM 4/23			
TOTAL COS OF 8 WITH SUPPLIER MAKE MODEL ALL TAXES						
Anderson		1500				
Motors	Ram	Classic	\$479,750.8			
Anderson Motors	Ram	1500	\$560,579.3			
Lakeland Ford	Ford	F150	\$531,645.6			



TITLE: SUV Tender Item 3/23

**DATE:** January 26, 2023

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

- 1. That Tender 3/23, for the purchase of a three new mid-size SUVs, be awarded to Lakeland Ford at a cost of \$123,669.54, including all applicable taxes, to be funded from the Fleet Equipment Reserve; and,
- 2. That the Mayor and City Clerk be authorized to execute any applicable documents of behalf of the City, if required.

#### **TOPIC & PURPOSE:**

The purpose of this report is to award the SUV Tender 3/23.

#### **BACKGROUND:**

The replacement of three SUVs was approved in the 2023 Capital Budget for \$120,000.

The City has 82 light duty pickups, cars and SUV's, this does not include the Police, Fire Department or any truck from a one ton up. Thirteen of these vehicles are SUV style vehicles.

The life expectancy of these vehicles is usually 10 plus years depending on mileage, rust, obsolesce and mechanical condition.

#### PROPOSED APPROACH AND RATIONALE:

A review is done yearly on the use of vehicles and the needs of departments. Occasionally

RPT 23-29 Page **2** of **3** 

instead of buying a pickups as a direct replacement, alternatives are looked at. This year's review resulted in a SUV instead of a pickup being purchased.

This year before tendering it was decided that out 11 light duty vehicles budgeted for replacement, we could replace one of the pickups with a SUV, as this unit just moved people and not cargo.

SUVs are usually \$10,000 to \$15,000 less than a pickup and usually have a better fuel mileage rating. These savings help lower costs for the City and departments,

There where three suppliers that bid three different vehicles. Lakeland Ford's bid was under budget as well as the low bid. The bid from Anderson Motors and Evergreen Nissan where over budget. With PST the cost of the three SUVs came in at \$118,098.84 with a budget of \$120,000.00.

All tenders has some small deviations, but none will affect safety or operating needs of the pickups.

The units that are being replaced are 2009 to 2011 models. The City's replacement schedule on this type of equipment is approximately 10 to 12 years. This is generally a good time to replace light vehicles as the power train systems are very expensive to repair and by this time the bodies have a substantial amount of rust. Part availability is an increasing issue for older equipment, particularly with the current supply chain issues.

Current delivery for the new unit will be close to a year once the purchase order is issued.

#### **CONSULTATIONS:**

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

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

Once Council has approved the awarding of the tender, the Purchasing Manager will issue the successful supplier a purchase order.

#### **FINANCIAL IMPLICATIONS:**

These SUVs are under budget by \$1,901.16.

At the end of 2023, the Fleet Equipment Reserve balance is expected to be \$1,960,000.

#### OTHER CONSIDERATIONS/IMPLICATIONS:

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

RPT 23-29 Page **3** of **3** 

#### **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:**

Mid-Size SUV Tender Evaluation

Written by: Robert Snowdon; Fleet Manager

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

Mid Size SUV Tender Evaluation						
ITEM TENDE	ITEM TENDERED Mid Size SUV ITEM 3/23					
			TOTAL			
			COST OF 3			
			WITH ALL			
SUPPLIER	MAKE	MODEL	TAXES			
Anderson						

Compass

Rouge SV

Edge

\$125,860.68

\$131,325.21

\$123,669.54

Jeep

Nissan

Ford

Motors

Evergreen Nissan

Lakeland Ford



TITLE: Automated Side Loading Sanitation Truck Tender 1/23

**DATE:** January 31, 2023

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

1. That Tender 1/23, for the purchase of a new Sanitation Truck, be awarded to Superior Truck at a total cost of \$489,837.56 which includes all applicable taxes, to be funded from the Fleet Equipment Reserve; and,

That the Mayor and City Clerk be authorized to execute any applicable documents on behalf of the City.

#### **TOPIC & PURPOSE:**

The purpose of this report is to award the Sanitation Truck Tender 1/23.

#### **BACKGROUND:**

The replacement of unit 64, an automated side load sanitation truck was approved in the 2023 Capital Budget for \$475,000, this includes the PST and the price of the truck.

The City of Prince Sanitation department operates ten sanitation trucks. Seven of these trucks are used for residential waste collection with one small manual side load truck used to collect waste from waste receptacles around town, and two manual rear loader truck that are used for picking up yard waste in the summer time.

The seven residential waste trucks went into service in the following years, one in 2008, one in 2012, one in 2014, one in 2016, one in 2017, one 2020 and one in 2021. The replacement for the 2008 unit was ordered in 2022 and will likely be here late 2023.

RPT 23-30 Page **2** of **3** 

#### PROPOSED APPROACH AND RATIONALE:

This tender closed January 25th 2023 and had two suppliers submit three different trucks for this tender. All tenders are under budget with two tenders having numerous specification deviations. The tender from Superior Truck with the Scorpion packer is the tender meeting specifications and best suiting the city's needs. This tender comes in at \$468,727.76, including the PST. The complete Sanitation Truck Tender Evaluation is attached.

Unit 64, a 2012 International Heil waste truck went into service in June of 2012. It currently has 11,973 hours and 143,346 km. The City's replacement schedule on this type of equipment is approximately ten years or 12,000 to 15,000 hours. This is generally a good time to replace the unit as at this time the rebuild costs are worth more than the truck is worth and the recovery of the investment would not be recovered before other major costs would be incurred. International engines of this vintage have a lot of EGR issues which tend to cost a considerable amount to repair and replace every couple of years, this truck has these ongoing EGR issues.

One truck is always a spare so that it can be put into service while the shop is servicing or repairing the other trucks. The Heil trucks, usually need the side loader mechanism rebuilt every 2500 to 3000 hours, the packer mechanism rebuilt at 4000 to 5000 hours and the floor rebuilt around the 10,000 to 12,000 hour area. These rebuild normally pull a truck out of service for a full two weeks, as long as a mechanic can be dedicated to the repairs. The city likes to dispose of the trucks at approximately 12,000 hours or just before a major rebuild of the side loader mechanism, the packer mechanism and the floor of the packer. Also at this time the trucks power train is close to rebuild time.

The Sanitation department has gone to tandem axle trucks to increase department efficiencies by increasing the amount of waste each truck can legally haul and reduce the number of daily trips to the landfill.

#### **CONSULTATIONS:**

The sanitation truck operators, mechanics and management have had discussions to ensure this unit would meet their needs before tendering.

#### COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Once council has approved this report, the Purchasing Manager will issue the successful suppliers a purchase order.

#### FINANCIAL IMPLICATIONS:

This unit is within budget and the funds are coming from the Fleet Equipment Reserve. At the end of 2023, the Fleet Equipment Reserve balance is expected to be \$1,960,000.

RPT 23-30 Page **3** of **3** 

#### 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:**

Sanitation Truck Tender Evaluation

Written by: Robert Snowdon; Fleet Manager

Approved by: Operations Manager; Director of Public Works; City Manager

Sanitation Truck Tender Evaluation					
SUPPLIER Fer-Marc Equipment	MAKE	BODY Heil Durapack Rapid Rail	TITEM 1-23 TOTAL COST WITH ALL TAXES \$474,443.57		
Superior Trucks	Freightliner	Labrie AUZH	\$426,727.29		
Superior Trucks	Freightliner	Scorpion GH27D6 ASL	\$489,837.56		



TITLE: Motor Grader 6/23

**DATE:** January 31, 2023

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

1. That Tender 6/23, for the purchase of a new Motor Grader, be awarded to Finning at a total cost of \$494,486.13 which includes all applicable taxes, 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.

#### **TOPIC & PURPOSE:**

The purpose of this report is to award the Motor Grader Tender 6/23.

#### **BACKGROUND:**

The replacement of unit 36, a 2011 Caterpillar 120M Motor Grader was approved in the 2023 Capital Budget for \$475,000.

The City of Prince Roadways Department operates three motor graders. All three are equipped with snow gates and 16 foot moldboards for operations in the winter, one is fitted with a 12 foot moldboard to operate in the back lanes in the summer. This new unit will also have the ability to use a 12 foot moldboard to work in the back lanes as required in the summer or remove snow in the winter. The current three graders went into service in 2014, a used 2011 grader was purchased in 2017, and 2021.

#### PROPOSED APPROACH AND RATIONALE:

This tender closed January 30th 2023 and had three suppliers submit three different motor graders. Two tenders are under budget with the tender from Brandt equipment being over

RPT 23-37 Page **2** of **3** 

budget. All units tendered had no major specification deviations. The tender from Finning is the tender meeting all specifications and best suiting the city's needs comes in at \$472,211.98, this includes the PST. This price also includes extended warranty and a snow gate for the motor grader. The complete Motor Grader Tender Evaluation is attached.

This tender also has the low ten year 10,000 hour life cycle cost of ownership and operating of \$50.50 per hour compared to the next lowest cost from the Komatsu at \$55.62 per hour. This is mostly made up of the residual value when the unit is sold. Life cycle cost analysis is used to determine the lowest cost of a unit overs its life. Often the lowest priced tender is not the most economical to own or operate. In this analysis the cost of servicing, service intervals, initial cost, residual value when sold, warranty, mileage cost to come and perform warranty and approximate fuel economy are calculated into the total life cycle cost. The Cat in this case was more economical to own and operate.

The residual value was obtained from Ritchie Bros auction results on a 2013 motor grader the same as tendered. Caterpillar had the highest amount of units sold for this year with John Deere next and only a couple for Komatsu.

Unit 36, a 2011 Caterpillar 120M motor grader that was purchased used in 2017 with approximately 7,500 hours on it. It currently has 12,657 and will likely have an additional 1,000 hours before the new unit arrives in a year. The City's replacement schedule on this type of equipment is approximately ten years or 12,000 to 15,000 hours. This is generally a good time to replace the unit as at this time the rebuild costs are high and down time is a critical factor. The residual value is still good as the machine is not too old and contractors still have interest in purchasing it.

With the purchase of this motor grader Caterpillar has also included a credit of \$15,650 for parts, that can be used for this machine or other Caterpillar units the city operates. This was not worked into the total cost oft the tender.

#### **CONSULTATIONS:**

The Roadways operators, mechanics and management have had discussions to ensure this unit would meet their needs before tendering.

#### COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Once council has approved this report, the Purchasing Manager will issue the successful suppliers a purchase order

#### FINANCIAL IMPLICATIONS:

This unit is within budget and the funds are coming from the Fleet Equipment Reserve. At the end of 2023, the Fleet Equipment Reserve balance is expected to be \$1,960,000.

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#### 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:**

Motor Grader Tender Evaluation

.

Written by: Robert Snowdon; Fleet Manager

Approved by: Director of Public Works; City Manager

Motor Grader Tender Evaluation ITEM TENDERED Motor Grader ITEM 6/23							
COST BEFORE TAXES WITH				GST	COST WITH		
Finning	Cat	140-15A	\$445,483.00	\$26,728.98	\$22,274.15	\$494,486.13	
Brandt Tractor	John Deere	770GP	\$504,150.00	\$30,249.00	\$25,207.50	\$559,606.50	
SMS	Komatsu	GD655-7	\$425,342.00	\$25,520.52	\$21,267.10	\$472,129.62	



**TITLE:** Wheel Loader Tender 7/23

DATE: February 1, 2023

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

1. That Tender 7/23, for the purchase of two new Wheel Loaders, be awarded to Finning at a total cost of \$940,136.70 which includes all applicable taxes, 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.

#### **TOPIC & PURPOSE:**

The purpose of this report is to award the Wheel Loader Tender 7/23.

#### **BACKGROUND:**

The replacement of units 14, a 2010 New Holland W170 and unit 28, a 2009 Case 821E wheel loader was approved in the 2023 Capital Budget for \$1,085,000.

The City of Prince Roadways Department operates five wheel loaders. All five are equipped with earth and snow buckets for operations in the summer and winter. These new unit will also be ordered with both buckets. The five roadways wheel loaders went into service in 2009, 2010, 2016, 2020, and 2022.

#### PROPOSED APPROACH AND RATIONALE:

This tender closed January 30th 2023 and had five suppliers submit five different wheel loaders for this tender. All tenders are under budget with only one tender being free from

RPT 23-38 Page **2** of **3** 

specification deviations, that being the Caterpillars from Finning. The tender from Brandt was a slightly smaller loader than requested.

The tender from Finning is the tender meeting all specifications and best suiting the city's needs comes in at \$448,894.10 each, this includes the PST. This price also includes extended warranty, a scale, forks, greasing system and a snow bucket. The complete wheel loader Tender Evaluation is attached.

This tender also has the low ten year 10,000 hour life cycle cost of ownership and operating of \$50.54 per hour compared to the next lowest cost from the John Deere at \$51.04 per hour. This is mostly made up of the residual value when the unit is sold.

Life cycle cost analysis is used to determine the lowest cost of a unit overs its life. Often the lowest priced tender is not the most economical to own or operate. In this analysis the cost of servicing, service intervals, initial cost, residual value when sold, warranty, mileage cost to come and perform warranty and approximate fuel economy are calculated into the total life cycle cost. The Cat in this case was more economical to own and operate.

The residual value was obtained from Ritchie Bros auction results on a 2013 wheel loaders the same as tendered. Caterpillar had the highest amount of units sold for this year with John Deere next.

Unit 14, a 2010 New Holland was purchased in 2010. It currently has over 16,000 hours. Unit 28, a 2009 Case has over 13,250 hours. The City's replacement schedule on this type of equipment is approximately ten years or 12,000 to 15,000 hours. This is generally a good time to replace the unit as at this time the rebuild costs are high and down time is a critical factor. Residual value is still good as the machine is not too old and contractors still have interest in it.

During final consultations with Roadways operators and management it was decided to purchase two 3.5 yard loaders instead of one 3.5 and one 4 yard loader. The main factor was maneuverability during snow removal operations. The delivery of the new loaders will be a year.

#### **CONSULTATIONS:**

The Roadways operators, mechanics and management have had discussions to ensure these units would meet their needs before tendering.

#### **FINANCIAL IMPLICATIONS:**

This unit is within budget and the funds are coming from the Fleet Equipment Reserve. At the end of 2023, the Fleet Equipment Reserve balance is expected to be \$1,960,000.

RPT 23-38 Page **3** of **3** 

#### 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:**

Wheel Loader Tender Evaluation

Written by: Robert Snowdon; Fleet Manager

Approved by: Director of Public Works & City Manager

	Wheel Loader Tender Evaluation							
	ITEM TE	NDERED	Wheel Loader			ITEM 7/	23	
SUPPLIER	MAKE	MODEL	COST INCLUDING OPTIONAL ITEMS NO TAX	PST	GST	COST WITH ALL TAXES AND EXTRAS	COST WITH ONLY PST EACH	
SMS	Komatsu	WA320-8	\$402,978.00	\$24,178.68	\$20,148.90	\$447,305.58	\$427,156.68	
Redhead Equipment	Case	721G	\$406,580.00					
Finning	Cat	938M	\$423,485.00	\$25,409.10	\$21,174.25	\$470,068.35	\$448,894.10	
Brandt Equipment	John Deere	544P	\$398,896.00	\$23,933.76	\$19,944.80	\$442,774.56	\$422,829.76	
Emsco	Hyundia	HL955A	\$348,500.00	\$20,910.00	\$17,425.00	\$386,835.00	\$369,410.00	



TITLE: Wheel Loader Landfill Tender 8/23

DATE: February 1, 2023

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

1. That Tender 8/23, for the purchase of a new Landfill Wheel Loader, be awarded to Brandt at a total cost of \$858,366.33 which includes all applicable taxes, 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.

#### **TOPIC & PURPOSE:**

The purpose of this report is to award the Wheel Loader Tender 8/23.

#### **BACKGROUND:**

The replacement of unit 751, a 2017 John Deere 744K wheel loader was approved in the 2023 Capital Budget for \$850,000.

The City of Prince Sanitation Department operates one main wheel loader that is specially equipped to operate in trash. This loader is equipped with a trash grapple bucket, special tires and guarding. This loader operates more than 2000 hours a year.

#### PROPOSED APPROACH AND RATIONALE:

This tender closed January 30th 2023 and had five suppliers submit five different wheel loaders for this tender. All tenders are under budget with only one tender being free from specification deviations, that being the John Deere from Brandt. The tender from Finning had

RPT 23-39 Page **2** of **3** 

one slightly deviation with the rest of the loaders having multiple deviations that could affect productivity and increase the cost of operations.

The tender from Brandt is the tender meeting all specifications and best suiting the city's needs comes in at \$819,701.18, this includes the PST. This price also includes extended warranty, window guarding, and a scale. The complete Landfill Wheel Loader Tender Evaluation is attached.

This tender was the low ten year 10,000 hour life cycle cost of ownership meeting all specifications, with an operating cost of \$95.44 per hour. The Hyundai was low but did not include extended warranty costs so a fair comparison could not be done, plus it had multiple deviations from the required specifications. The Cat was close in costs to the Hyundai but has one specification deviation.

Life cycle cost analysis is used to determine the lowest cost of a unit overs its life. Often the lowest priced tender is not the most economical to own or operate. In this analysis the cost of servicing, service intervals, initial cost, residual value when sold, warranty, mileage cost to come and perform warranty and approximate fuel economy are calculated into the total life cycle cost.

The residual value was obtained from Ritchie Bros auction results on a 2013 wheel loaders the same as tendered. Caterpillar had the highest amount of units sold for this year with John Deere next.

Unit 751, a 2017 John Deere 744K was purchased in 2017. It currently has over 13,000 hours. The City's replacement schedule on this type of equipment is approximately ten years or 12,000 to 15,000 hours. With the hours that this unit operates per year it will have 15,000 hours before a new machine arrives in a year. This is generally a good time to replace the unit as at this time the rebuild costs are high and down time is a critical factor. Residual value is still good as the machine is not too old and contractors still have interest in it.

#### **CONSULTATIONS:**

The Sanitation operators, mechanics and management have had discussions to ensure this unit would meet their needs before tendering.

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

Once council has approved this report, the Purchasing Manager will issue the successful suppliers a purchase order.

#### FINANCIAL IMPLICATIONS:

This unit is within budget and the funds are coming from the Fleet Equipment Reserve.

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At the end of 2023, the Fleet Equipment Reserve balance is expected to be \$1,960,000.

#### 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:**

Wheel Loader Landfill Evaluation

Written by: Robert Snowdon; Fleet Manager

Approved by: Director of Public Works & City Manager

Wheel Loader Landfill Tender Evaluation							
ITEM TENDERED Wheel Loader ITEM 8/23							
SUPPLIER	MAKE	MODEL	COST INCLUDING OPTIONAL ITEMS NO TAX	PST	GST		COST WITH ONLY PST
SMS	Komatsu	WA475-10	\$709,360.00	\$42,561.60	\$35,468.00	\$787,389.60	\$751,921.60
Redhead Equipment	Case	1121G	\$693,850.00	\$41,631.00	\$34,692.50	\$770,173.50	\$735,481.00
Finning	Cat	966M	\$765,075.00	\$45,904.50	\$38,253.75	\$849,233.25	\$810,979.50
Brandt Equipment	John Deere	744P	\$773,303.00	\$46,398.18	\$38,665.15	\$858,366.33	\$819,701.18
Emsco	Hyundia	HL970A	\$544,300.00	\$32,658.00	\$27,215.00	\$604,173.00	\$576,958.00



**TITLE:** Airport Quality Assurance Program Auditor Selection

**DATE:** January 31, 2023

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

1. To award the professional services agreement for the quality assurance auditing of the airport to Winnipeg Airport Services Corp. for an estimated \$8,100.00.

2. That the Mayor and City Clerk be authorized to execute the Professional Services Agreement any other applicable documents on behalf of the City once prepared.

#### **TOPIC & PURPOSE:**

To award the professional services agreement for the auditing of the airport's Quality Assurance Program. Auditing is done in an effort to validate the effectiveness of the processes Prince Albert Airport has in place to manage the airport to meet the regulatory requirements of activities authorized under the certificate

#### **BACKGROUND:**

As of 2008 Transport Canada mandated, via the Canadian Aviation Regulations section 302.503, that a certified airport conduct an audit of the entire Quality Assurance Program every three years or that a series of audits be conducted at intervals to fulfill a complete audit within three years. The audits must include activities authorized under the certificate, such as;

- Airport Operations Manual
- Obligations of the Operator
- TP 312 Standards & Practices
- Safety Management System
- Emergency Response Plan
- Winter Maintenance Plan

RPT 23-36 Page **2** of **4** 

- Wildlife Planning & Management
- Apron Management Plan

The most cost effective and efficient method of auditing for our size of airport operation is once every three years.

#### PROPOSED APPROACH AND RATIONALE:

There are no local professional firms that specialize in aviation. Public Works put out a public proposal 2/23 call for firms experience in airport quality assurance auditing on January 6, 2023. The proposal call closed on January 26, 2023 with four firms submitting; WSP Canada, Avia-NG, Tetra Tech & Winnipeg Airport Services Corp (WASCO).

As a professional proposal call, dollar value still plays an important role in the selection process but not the only criteria. Proposals were evaluated as follows; Relevant Experience & Knowledge 50%, Ability to meet the RFP requirements 20%, Schedule 10%, Cost 10%, and References 10%.

Two firms that the airport has had experience with, Avia-NG and WSP Canada, submitted bids that exceeded our operation budget. Tertra Tech was a close runner up for cost but WASCO's methodology will provide more valve for money.

#### **CONSULTATIONS:**

The Public Works Department wrote the request for proposals (RFP) for the Airport Quality Assurance Audit.

Evaluation of the proposals was completed by the Airport Manager and was then provided for review by the Engineering Services Manager and Director of Public Works. The Airport manager reviewed two audit reports of similar sized airports, done by WASCO.

#### COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Once the Professional Services agreement is awarded, the Department will forward the agreement to Clerk's Office to be signed and sealed.

Coordination of the Quality Assurance Program stakeholder interviews will be coordinated by the Airport Manager.

#### **POLICY IMPLICATIONS:**

The City of Prince Albert Purchasing Policy was complied with in the preparation and evaluation of the Request for Proposal.

Our Civil Aviation Airport Certificate requirements will be met by performing this audit.

RPT 23-36 Page **3** of **4** 

#### FINANCIAL IMPLICATIONS:

The 2023 Airport Operations Budget includes \$30,000 for the quality assurance audit to be funded from the Airport Improvement Fund. The proposal from WASCO is for \$8,100.00 plus applicable taxes. The estimated \$405.00 GST is recoverable. The estimated \$486.00 PST is payable. The fees within the proposal would be applied over the three phases identified in the proposal which will be concluded in 2023 budget year.

#### OTHER CONSIDERATIONS/IMPLICATIONS:

There are no other considerations or implications for privacy implications or options to recommendation.

#### STRATEGIC PLAN:

This Quality Assurance Audit supports the long-term strategic plan to meet the needs of community safety by validating our infrastructure management and organizational effectiveness. Audit results confirm compliance with Transport Canada safety standards which support safe services for airport users.

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

A Quality Assurance Audit will validate the effectiveness of Transportation Section 7.9 Prince Albert Municipal Airport, protection of adjacent land uses that may impact safe operation/use of the airport.

#### **OPTIONS TO RECOMMENDATION:**

None

#### **PUBLIC NOTICE:**

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

#### PRESENTATION:

None

#### **ATTACHMENTS:**

None

RPT 23-36 Page **4** of **4** 

Written by: Corey Nygaard, Airport Manager

Approved by: Director of Public Works & City Manager



TITLE: Transit Extended Hours Trial

DATE: February 2, 2023

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

That the following alteration of Transit Hours be approved on a trial basis during weekdays from March 13, 2023 to March 31, 2024, subject to the awarding of the Federal and Provincial Governments' One-Time Public Transit Grant Funding:

- 1. To extend the Rush Hour Service every half-hour from 9:45 a.m. to 2:45 p.m.;
- 2. To reduce operating frequency from every half-hour to every hour for all routes between 6:15 p.m. to 7:15 p.m.; and,
- 3. To extend all transit routes to operate every hour from 7:15 p.m. to 10:15 p.m.

#### **ATTACHMENTS:**

- 1. Transit Extended Hours Trial (RPT 23-22)
- 2. Public Transit Extended Hours of Service (CORR 23-8)

Written by: Executive Committee



**TITLE:** Transit Extended Hours Trial

**DATE:** January 23, 2023

**TO:** Executive Committee

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

That the following alteration of transit hours be approved on trial basis during weekdays from March 13, 2023 to March 31, 2024 pending the award of the One-Time Public Transit Grant Funding.

- 1. To extend the Rush Hour Service from 9:45am 2:45pm half-hourly;
- 2. To reduce operating frequency from half-hourly to hourly for all routes between 6:15 7:15pm;
- 3. To extend all transit routes from 7:15pm 10:15pm operating hourly.

#### **TOPIC & PURPOSE:**

The purpose of this report is to review and approve the proposed extension of weekday transit hours on a trial basis from March 13, 2023 to March 31, 2024.

#### **BACKGROUND:**

Public Transit usage has increased 43% in Canada since 2005. As the costs of fuel and vehicle ownership have increased more people look towards public transit as their primary source of transportation. Since 2005, The City of Prince Alberts annual transit ridership has increased from 258,000 to 399,000 which marks a 55% increase. Over this same time period, scheduled transit hours have increased from 18,732 hours to 19,116.5 hours annually. This shows that over the last 18 years the City of Prince Albert has seen a 55% increase in transit usage and a 2% increase in service hours.

RPT 23-22 Page **2** of **5** 

The Prince Albert Transit service currently operates by the following half-hourly fixed route schedule as shown in the chart below.

	Main Routes (5)	Rush Hour Route	
Sunday/Holidays	No Service	No Service	
Monday-Friday	6:45am - 7:15pm	6:45am - 9:45am, 2:45pm - 6:45pm	
Saturday 9:45am - 5:15pm		No Service	
Total Hours Weekly	350	35	

The City's Transit System operates on a fixed route basis with a Central Transfer Station. This means to complete a trip most riders have to get onto Bus A, ride to the transfer station, get onto Bus B and complete their trip. This process can take up to 50 minutes depending on locations A and B. This is important data because although the transit system currently operates until 7:15pm, most riders need to be on the bus during the 6:15pm loop to make it to their final destination before service ends.

The extension of weekday transit hours has been a constant and consistent request from the general public. The Department of Public Works has received dozens of calls, emails and requests to extend transit hours on weekdays.

The City was approved for One-Time Public Transit Funding for a total value of \$415,038 from the Provincial and Federal Government on January 25<sup>th</sup>, 2023. Of this, \$265,000 was allocated toward a Transit extended hours trial.

#### PROPOSED APPROACH AND RATIONALE:

In 2017, a four-month transit trial was completed with extended weekday hours to 11:00pm. Following a review of the results of the trial, the recommendation by the Department of Public Works was to extend weekday transit hours to 10:15pm at that time. The data found during the 2017 extended hour's trial was utilized to create a new, more efficient trial.

The proposed approach is to operate a weekday extended hour's transit trial from March 13<sup>th</sup>, 2023 to March 31<sup>st</sup>, 2024 as shown below. This represents a 17% increase to weekday transit hours.

	Exis	ting	Recom	mendation
Routing	Main Routes (Half-Hourly)	Rush Hour (Half-Hourly)	All Routes (Half-Hourly)	All Routes (Hourly)
Monday - Friday	6:45am - 7:15pm	6:45am - 9:15am 2:45pm - 6:15pm	6:45am - 6:15pm	6:15pm - 10:15pm
Total Daily	62.5	7	69	12
Hours	69.5			81

RPT 23-22 Page **3** of **5** 

The recommendation proposes three notable changes to the existing transit service during the trial

#### 1. To extend the Rush Hour Service from 9:45am – 2:45pm half-hourly

On August 30<sup>th</sup>, 2022 the Rush Hour Route was altered to increase service along 28<sup>th</sup> Street East, 13<sup>th</sup> Street East, at Carlton High School, in Crescent Acres and in the Cornerstone Shopping District. (Attachment 1 – City of Prince Albert Transit Map).

On September 1<sup>st</sup>, 2022 Prince Albert Transit absorbed the Public High School Transit Service within the City. As a result, monthly youth passes increased from 90 monthly to 320 monthly. Many of these students are located at PACI or Carlton, each of which are located on the Rush Hour Route.

Since implementation, the Rush Hour Route has serviced thousands of transit riders each month. Thus far in January, 2023, the route has averaged 11.5 riders/loop which makes it the fourth most efficient ahead of the All Day Express and West Flat.

Due to the high utilization of the route, the proposed trial looks to extend the Rush Hour from 9:45am – 2:45pm operating half-hourly. This allows for full day service to Crescent Acres and allows quick access from Cornerstone/Saskatchewan Polytechnic to the transfer station.

It should be noted that the Rush Hour Route reduces travel time from Cornerstone to the Transfer Station by 20 minutes. This is an important function as the Cornerstone/13<sup>th</sup> Street bus stop is the most utilized in Prince Albert.

#### 2. Extension of all transit routes from 7:15pm – 10:15pm operating hourly

The recommended trial is set to extend weekday transit operating hours to 10:15pm. Over the last decade the City of Prince Albert has grown and businesses are now open later. This has led to an increased demand to operate City Transit later in the evening. Local examples of weekday hours of operation are as follows.

- U of S Campus Classes extend until 9pm.
- Saskatchewan Polytechnic Labs and Library extend until 9pm.
- YWCA English Language classes extend until 9pm.
- Alfred Jenkins Field House open until 10pm.
- Victoria Hospital Visiting Hours open until 8pm.
- Major grocery stores are open until 10pm or later.
- Fast Food stores are open until 9pm or later.
- Many retail stores are open until 8pm or later.
- Most entertainment based businesses open until 10pm.

RPT 23-22 Page **4** of **5** 

Transit riders have expressed that they work/study/utilize these locations and currently taxi, bike or walk because transit is not available. Extending service until 10:15pm allows citizens to accept jobs with later hours, attend community events and shop for groceries at normal business/school hours.

On August 31<sup>st</sup>, 2022 a poll was completed at the Saskatchewan Polytechnic Community Fair. The top request for transit was to extend weekday hours.

#### 3. Reduce Operating Frequency from Half-Hourly to Hourly from 6:15pm – 7:15pm

Although, there is a large need to extend transit hours on weekdays it is noted that ridership does reduce after 6:15pm. Similar to this, the City of Brandon was consulted and confirmed that they successfully operate hourly bus service after 6pm on weekdays. In order to provide the most efficient service it is proposed that all transit routes operate hourly from 6:15 – 7:15pm rather than half-hourly.

#### Results of the Extended Hours Trial

A report will be completed for the August 14<sup>th</sup>, 2023 Executive Committee meeting to outline statistics collected as result of the extended hours. This report will include any increases to monthly passes and coin based revenue as well as transit ridership collected during the extended hours. At this meeting a recommendation will be brought forward for scheduled transit hours in 2024 that is based on public consultation, transit statistics and increases in revenue.

#### **CONSULTATIONS:**

The City of Brandon Transit Department was consulted in determining successful hours of transit operation. The City of Brandon has a similar transit system to Prince Albert and operates on weekdays 6am - 12am. The system successfully turns from half-hourly to hourly service from 6pm – 12am.

Saskatchewan Polytechnic Community Fair August 31, 2022. Student's top request was Monday – Friday extended Transit hours.

The City's Transit Service Contractor First Canada ULC was consulted and is able to provide service during the trial hours if approved.

This extension of hours has been a consistent request from the public and multiple organizations. The Department of Public Works has received dozens of calls, emails and requests to extend transit hours on weekdays in particular.

#### COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

The Department of Public Works will work with the Department of Communications to create an advertising strategy/campaign for the trial to ensure the public is properly informed of the extension to service.

RPT 23-22 Page **5** of **5** 

This will include publishing a media release, posting and advertising on social media, updating the City Website and posting notices on each transit bus. In addition, a posting will be made on the City's billboard at 2<sup>nd</sup> Avenue West/15<sup>th</sup> Street and City Transit brochures will be updated for public use.

#### **FINANCIAL IMPLICATIONS:**

The proposed extension of transit hours between March 13<sup>th</sup>, 2023 and March 31<sup>st</sup>, 2024 will cost a total of \$265,000. This cost will be fully funded by the One-Time Transit Funding Agreement provided by the Government of Canada and Government of Saskatchewan.

The service will create additional bus pass revenue during the trial period as more people will utilize the Transit system.

#### OTHER CONSIDERATIONS/IMPLICATIONS:

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

#### STRATEGIC PLAN:

This report supports the City's Strategic Plan to strive to meet the needs of City Transit users by extending hours of operation and improving functionality of the public transit service.

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

Increasing hours of transit service will enhance the functionality of the City's Public Transit System. 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:

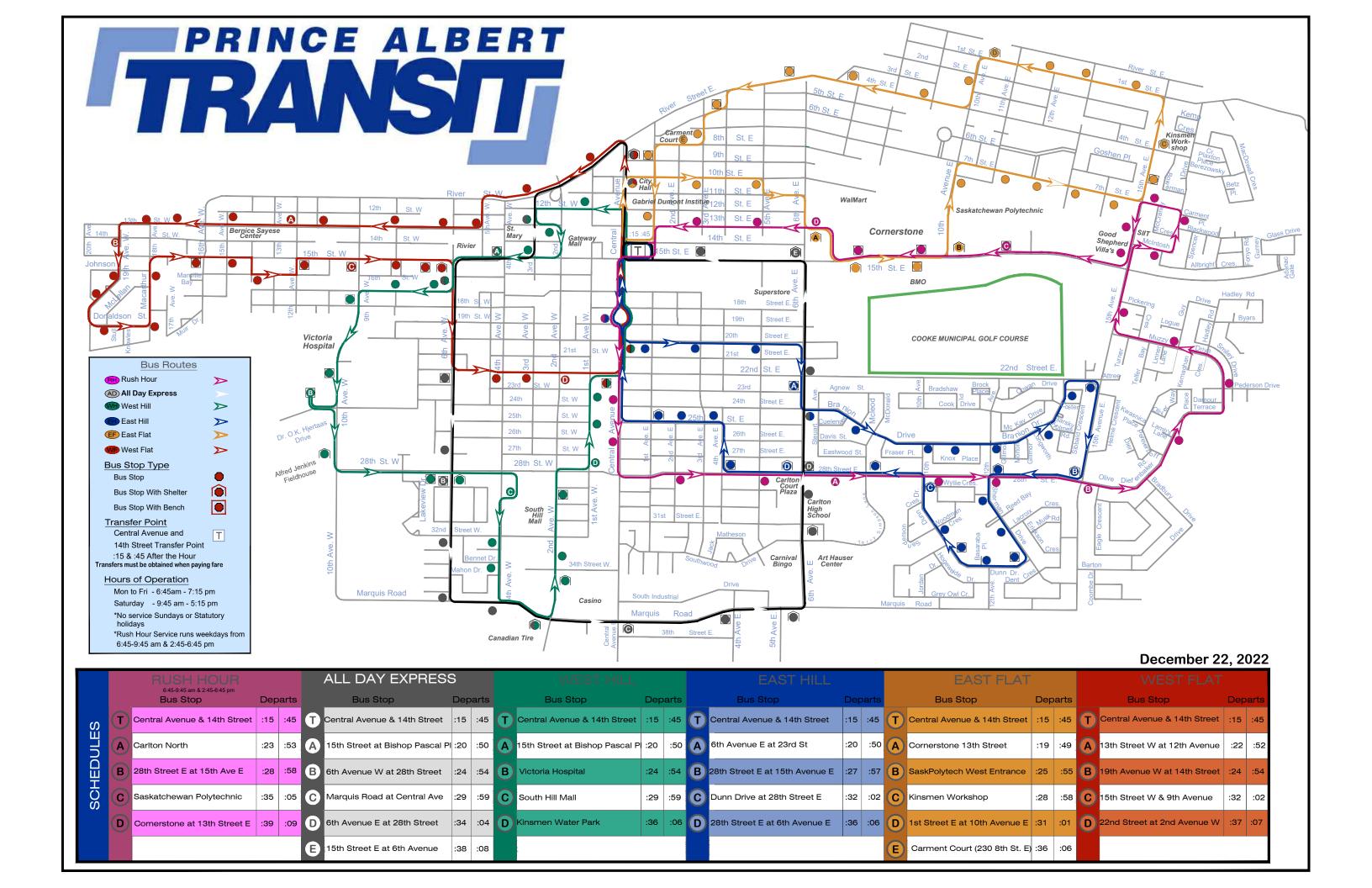
PowerPoint Presentation by Transportation and Traffic Manager, Evan Hastings.

#### ATTACHMENTS:

- 1. Attachment 1 City of Prince Albert Transit Map
- 2. Transit Extended Hours Trial Powerpoint

Written by: Evan Hastings, Transportation and Traffic Manager

Approved by: Director of Public Works & City Manager



CITY OF PRINCE ALBERT

# Extended Transit Hours Trial

PRINCE ALBERT PUBLIC TRANSIT

DATE - January 30th, 2023

## Background

### TRANSIT EXTENDED HOURS TRIAL

- Extended weekday hours of service has been a consistent request from the general public.
- A four-month extended hours trial was conducted by PA Transit in 2017. Extended transit hours until 10:15pm were recommended at that time.
- The City of Prince Albert was approved for \$415,038 by the Provincial and Federal Government through the "One-Time Public Transit Funding 2022-23".
- \$265,000 was allocated towards providing extended transit hours in 2023-24.



## Transit Trial (Mar. 13, 2023 – Mar. 31, 2024)

	Exis	ting	Recommendation		
Routing	Main Routes (Half-Hourly)	Rush Hour (Half-Hourly)	All Routes (Half-Hourly)	All Routes (Hourly)	
Monday - Friday	6:45am - 7:15pm	6:45am - 9:15am 2:45pm - 6:15pm	6:45am - 6:15pm	6:15pm - 10:15pm	
Total Daily	62.5	7	69	12	
Hours	69	).5		81	

- Extension of the Rush Hour Service from 9:45am –
   2:45pm half-hourly;
- 2. Extension of all transit routes from 7:15pm 10:15pm operating hourly;
- 3. Reduction of operating frequency from half-hourly to hourly for all routes between 6:15 7:15pm.



# 1. Rush Hour Extension 9:45am – 2:45pm

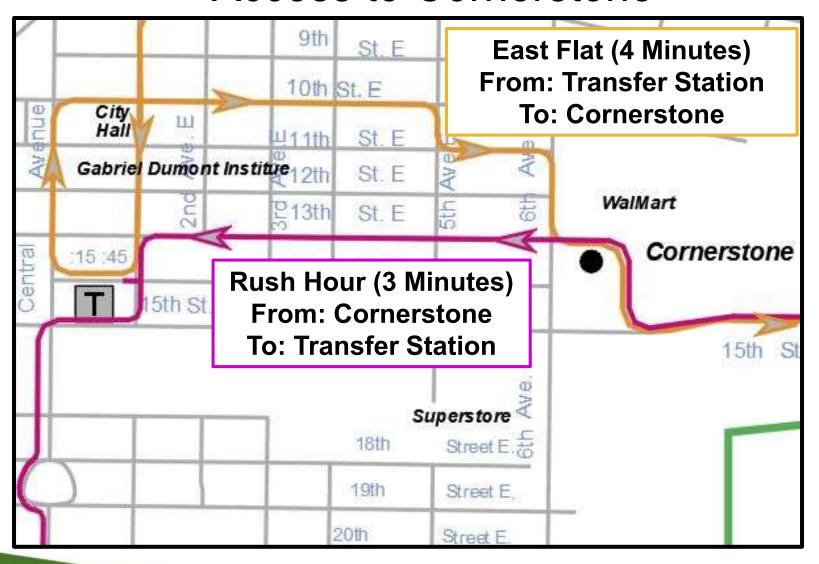
### Key functions of the Rush Hour Route

- Providing needed access to Saskatchewan Polytechnic, Carlton Comprehensive and PACI schools. (Over 360 monthly passes sold to these locations)
- 2. Provides Transit service to Crescent Acres, and improved service to 28<sup>th</sup> Street East and 13<sup>th</sup> Street East.
- Reduces travel time from Cornerstone and Saskatchewan Polytechnic to the Transfer Station by up to 20 minutes.

In January 2023 the Rush Hour Route has averaged 11.5 riders/loop



# Access to Cornerstone





# 2. Extension of all routes to 10:15pm Hourly

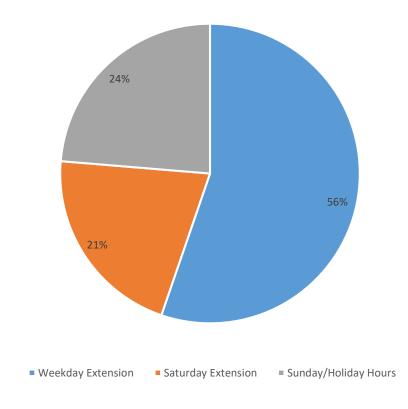
	Open Until
Major grocery stores	10pm +
Alfred Jenkins Field House	10000
Entertainment Businesses	10pm
Fast Food	9pm +
YWCA Language Classes	
Sask Polytech Lab/Library	9pm
U of S Classes/Labs	
Most Retail stores	8pm +
Victoria Hospital Visiting Hours	8pm

- Extension of weekday operating hours is the most common request by the public.
- Transit riders frequently
   express that they
   work/study/utilize these
   locations and currently must
   taxi, bike or walk.
- Extending service until 10:15pm allows citizens to accept jobs with later hours, attend community events and shop for groceries at normal business/school hours. The proposed extension of hours enhances economic and social growth.



# 2. Extension of all routes to 10:15pm Hourly

Saskatchewan Polytechnic Community Fair Transit Poll - Aug 30, 2022



- Extension of weekday operating hours is the most common request by the post-secondary students.
- YWCA English language classes extend until 9pm.
- Extended Hours Trial completed in 2017 showed an average of 7+ riders per loop.



## 3. Hourly Weekday Service 6:15pm - 7:15pm

- City of Brandon 1.1 million riders per year operate hourly 6pm-12am on weekdays.
- 2017 Extended Hours trial showed need for transit after 6pm but reduced usage.
- Reduction of service to hourly from 6:15pm 7:15pm to better match demand and provide a more efficient service.
- This reduction allows for extension of weekday service from 7:15pm – 8:15pm hourly for no additional cost.



## Conclusion

- The One-Time Public Transit Funding Program from the Provincial and Federal Government allows for a fully funded trial from March 13, 2023 – March 31, 2023.
- Allows the opportunity for the City to provide a highly requested trial to benefit the community.
- The trial will create additional monthly bus pass and coin based revenue for the City in 2023 and 2024.
- A report outlining all transit statistics and additional revenue collected during this trial will be brought to Executive Committee by September 11, 2023.



## 3. Hourly Weekday Service 6:15pm - 7:15pm

- City of Brandon 1.1 million riders per year operate hourly 6pm-12am on weekdays.
- 2017 Extended Hours trial showed need for transit after 6pm but reduced usage.
- Reduction of service to hourly from 6:15pm 7:15pm to better match demand and provide a more efficient service.
- This reduction allows for extension of weekday service from 7:15pm – 8:15pm hourly for no additional cost.



## Conclusion

- The One-Time Public Transit Funding Program from the Provincial and Federal Government allows for a fully funded trial from March 13, 2023 – March 31, 2023.
- Allows the opportunity for the City to provide a highly requested trial to benefit the community.
- The trial will create additional monthly bus pass and coin based revenue for the City in 2023 and 2024.
- A report outlining all transit statistics and additional revenue collected during this trial will be brought to Executive Committee by September 11, 2023.





#### **CORR 23-8**

TITLE: Public Transit Extended Hours of Service

**DATE:** January 25, 2023

**TO:** Executive Committee

PUBLIC: X INCAMERA:

#### PRESENTATION:

Verbal Presentation by Carlos Correa, International Student Advisor, Saskatchewan Polytechnic.

#### **ATTACHMENTS:**

- 1. Email dated January 24, 2023
- 2. PowerPoint Presentation

Written by: Carlos Correa, International Student Advisor, Saskatchewan Polytechnic

#### **Terri Mercier**

From:

Correa, Carlos < correac@saskpolytech.ca>

Sent:

Tuesday, January 24, 2023 2:01 PM

To:

Councillor Dawn Kilmer

Cc: Subject: Terri Mercier City Council

enty council

CITY CLERK
Executive Committee

JANZIZ ZUZZ

Some people who received this message don't often get email from correac@saskpolytech.ca. Learn why this is important

Good evening,

I'm sending this message as a request to have a few minutes to present in front of the City Council backing for an extended hour of services in the public transit. As an International Student Advisor at the Saskatchewan Polytechnic, I have been working closely with the Students Association on this topic, one that is very important for the group of newcomers that are making Prince Albert their new home.

To make a life in a new community, immigrants need job opportunities and infrastructure. Presently most of hour international students are part of the workforce of different business in the city, but they are struggling with the shortage of the schedule of the public transit. The City of PA would benefit by improving the retention of immigrant residents, who bring new ideas, multiculturalism, population growth and benefit the local economy.

The number of international students in Canada has tripled in the last decade, and the number of visible minority people in Prince Albert reached last year the 3000's. This significant increase has been influenced by Canadian policy measures that emphasize the importance of attracting global talent to strengthen the Canadian knowledge-based economy. While the policies are focused on the admissions and retention of international students, supporting their integration as they pursue their education and transition from study to work is largely overlooked. As a result, international students adjustment difficulties impact their integration into the academic institution and labor market. Their lower earnings after graduation compared to their Canadian born counterparts, their lower-than-expected transition rate to permanent residence, and their experience of social isolation and discrimination prevent the objective from being fully achieved.

Transportation is a major challenge in PA. Limited public transit infrastructure aggravate geographical gaps in services and possibilities of making the community the destination for the newcomer.

Besides accommodation, transit is the main issue they have, and is a recurrent complaint they have as it affects their working possibilities.

A large majority of Students use the transit system to come and go from college on daily basis. Most of the students are allowed to work from 20 to 40 hours per week and they work after school hours, so by the time they are done with their shifts they don't have access to the public transit system in PA.

Here is a list of issues that students share with us:

- 1. Safety concerns having to walk home after 7p.m.
- 2. Health concerns walking home after work on winter days
- 3. Cost of taxi services from/to work/home after service hours.
- 4. Low-income housing majorly located not within walking distance of high employment areas.
- 5. If reliability and frequency of times were to increase, so would use of transit.
- 6. Statistics Not only do newcomers not have a Canadian drivers license, some come with family who also rely on transit. Example: 150 students could equate to 200 people.

This January we received more than 150 new international students, that are part of the 300 plus that we have studying from abroad at the Polytechnic right now. This information does not consider the number of students from the north or from out of province, nor the other newcomers with other visas (refugees/permanent resident, temporary worker, etc.) in the city. Some students try to carpool, but the number of vehicle owners amongst newcomers is very low.

The Prince Albert Campus has several courses that are not offered anywhere else in Saskatchewan and other provinces, therefore many students come to P.A. not just as international students, but also as domestic students from Alberta and B.C. for example.

Students are working mostly in the services area, from Cornerstone to the South Hill mall.

#### Suggestions:

- After 7 pm add a 1 hourly line that could navigate the most important streets of the city
- Last bus @ 11p.m. is a must due to international students working in evenings and weekends
- Sunday bus students work in evenings and weekends and they need some options
- Partner with the Saskatchewan Polytechnic to offer bus driving opportunities to students/graduates

Immigrants across all entry categories invest in PA, they work and pay taxes, purchase good and services and reverse the population aging. Ensuring that all immigrants of working age in the city can participate of the labour force at their full potential, will help maximize economic benefits.

To achieve successful integration and to retain these international students with Canadian education and experience, the city should work with academic institutions and settlement agencies to foster their sense of belonging. A collaborative partnership is essential to create a viable infrastructure that can respond to the service needs of international students and graduates while considering their diverse identities, local community contexts and local institutional resources.

Is for all that reasons that we are reaching out to City Council to get an opportunity to advocate for our students and do a short presentation to support the project proposed by the Transportation and Traffic Manager, for the allocation of grant funding towards the improvements needed in the public transit in the city.

Looking forward to hearing from you,

#### Thanks!

#### Carlos Correa, BA

International Student Advisor
International Education
Saskatchewan Polytechnic |Prince Albert Campus | A 230 Woodland Campus
Treaty X Territory and Homeland of the Métis

P 306-765-1812

correac@saskpolytech.ca | saskpolytech.ca





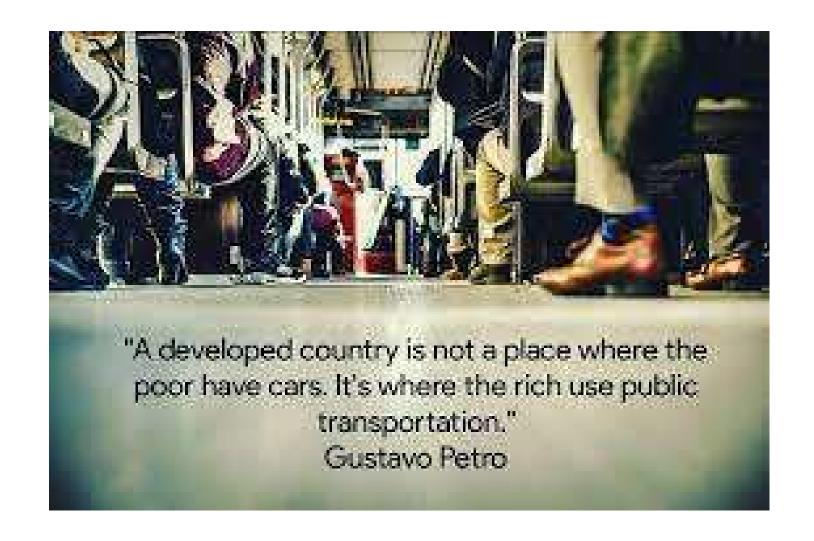




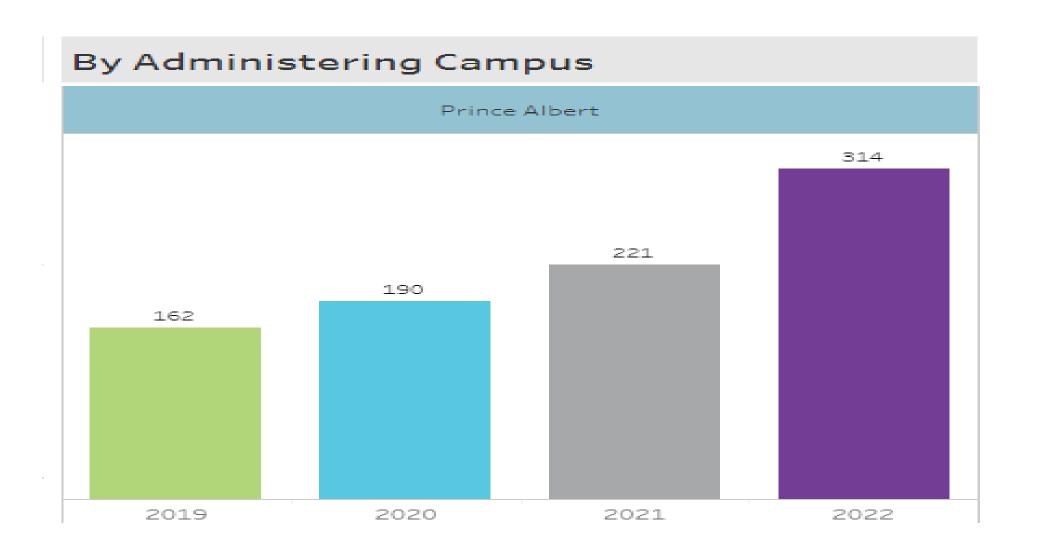




### Increase in service hours of Transit – A Presentation



# No. of International students in Sask Polytech



# Other Post Secondary Institutions in PA







# Students add to the skilled workforce

- Most post secondary students work part time in the service industry
- Quick service restaurants, dine in restaurants are among the highest recruiters of the students
- Most work till late night, approx.
   till 10 or 11 pm
- Working especially during Fridays (paydays) and weekends



# Loosing skilled workforce to bigger cities

- Saskatchewan / Local News / Help Wanted
- Help Wanted: Labour shortages gnaw at Sask. tourism, retail
- sectors

In May 2010, 66,000 people were working in Saskatchewan's tourism industry; in May 2022, that number had dropped by 20 per cent to 56,000.

#### **Nick Pearce**

Sep 27, 2022 · September 29, 2022 · 7 minute read · D Join the conversation



# P.A. – The 3<sup>rd</sup> largest city of Saskatchewan

- P.A. Has potential to grow and be in the forefront of economical growth of the province
- It needs skilled workfroce to stay back
- It should not loose out on converting student population into the workforce



## The Need

- Extended hours of operations on a trial basis
- Weekend special service
- Can be part of the SDG -Sustainable development goals of the City



# Thank you







#### **RPT 23-47**

**TITLE:** Proposed Shopping Cart Procedure

DATE: February 2, 2023

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

1. That Administration be directed to implement the Abandoned Shopping Carts Procedure;

- 2. That the Abandoned Shopping Cart Policy previously approved by City Council Resolution No. 086 dated February 27, 2006, be repealed; and,
- 3. That Administration bring forward an amendment to the Waste Collection and Disposal Bylaw to establish a fee for the pick-up of Shopping Carts at the landfill by business owners.

#### **ATTACHMENTS:**

1. Proposed Shopping Cart Procedure (RPT 23-15)

Written by: Executive Committee



#### **RPT 23-15**

**TITLE:** Proposed Shopping Cart Procedure

**DATE:** January 17, 2023

**TO:** Executive Committee

PUBLIC: X INCAMERA:

#### **Recommendation:**

1. That Administration be directed to implement an abandoned shopping carts procedure as described in this report.

2. The previous policy that was approved in 2006 be repealed.

#### **TOPIC & PURPOSE:**

The purpose of this report is to create a new cost-effective procedure for dealing with nuisance, abandoned shopping carts and the issues they cause. The procedure will provide the opportunity for businesses to collect the carts if they desire.

#### **BACKGROUND:**

During the September 26, 2022 City Council Meeting, Motion 22-13 was carried and requested that Administration forward a report reviewing the current Shopping Cart Policy and ensure that a process is established which is communicated to all businesses that utilize shopping carts that the city will pick up and take stray shopping carts to the landfill for pick up by then end of each month prior to disposal for consideration at an upcoming meeting.

The City of Prince Albert established a policy on abandoned shopping carts effective 2006. After this, there were some further amendments to clarify that shopping carts would only be collected if they were outside the property of the stores or shopping centers. However, the policy was not added to the Policy and Procedure Manual that was developed in 2007 and was not included in the policy system after this date. There is no record of why this policy was not included.

The initial policy identified that shopping carts found by city crews off the properties of the retailer are considered abandoned property and set out the following process for dealing with them:

- Carts would be collected at the direction of the Director of Public Works or designate
- Collected carts would be taken to the Municipal Service Center to be stored
- After collecting two or more carts from the same retailer, the city will notify the retailer (by letter), that several of their carts are being stored
- Retailers will be charged a \$10.00 fee per cart
- Carts not retrieved within one month will be sold for scrap metal

In recent years, there has been an increase in the number of missing carts noted by some retailers and increased comments and concerns about abandoned carts throughout the city.

#### PROPOSED APPROACH AND RATIONALE:

The 2006 policy was written at a time when there were fewer abandoned carts found. The policy appears to have been made to address these abandoned carts and try to encourage stores to manage their shopping carts by charging a nominal fee. However, if this process were implemented today, it would be time consuming and costly for the city as it would involve:

- Collecting the carts at Municipal Service Center, after emptying them of garbage at the landfill as required.
- Tracking the number of carts received.
- Sending multiple letters at various times of the year once two or more carts were collected.
- Tracking when the letters were sent.
- Invoicing and collecting money from the retailers.
- Loading and hauling the carts to the landfill to be recycled if they are not picked up.

At present, there are an increasing number of carts that are being collected, many of which are in poor condition and are often found full of garbage. Because of this, we propose to implement a procedure that simplifies the process and provides a cost-effective solution going forward.

#### Recommended Procedure

 Abandoned shopping carts found by city crews (off business or shopping center property) will be collected at the discretion of the Director of Public Works or designate.

- Carts collected will be placed in a designated area adjacent to the metal recycling pile at the Prince Albert Landfill.
- Retailers will be required to collect any carts by the first business day of each month.
- A notice will be sent to applicable retailers annually to inform them of the process and opportunity to collect their shopping carts.
- The notice will ask each retailer to confirm who will be collecting carts (e.g. a business or certain staff).
- After the collection date abandoned carts would be added to the metal recycling pile as there is limited space around the metal pile.

This procedure is recommended as it greatly simplifies the process, and places the responsibility for collecting the carts from the landfill on the retailer. As the process is simplified, the Administration is not recommending charging a small fee as this adds to the complexity of the process.

#### **CONSULTATIONS:**

The recommended procedure (as described above) has been discussed with store management from applicable retailers. The retailers contacted include:

- Canadian Tire
- Giant Tiger
- Harold's Family Foods
- Lake Country Co-op
- Peavey Mart
- Safeway

- Save On Foods
- Shoppers Drug Mart
- Super Store
- Valu Lots
- Walmart

All retailers were supportive of the recommended procedure described in this report.

In addition, one local company that collects carts for several of the business was identified consulted. They also support the recommended procedure and preferred the carts being located at the landfill.

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

A letter outlining the procedure will be sent to the applicable retailers annually. The letter will outline the approved procedure and provided contact information if there are questions or information requests.

#### **POLICY IMPLICATIONS:**

The existing policy that has not been in use for some time and would be repealed.

RPT 23-15 Page **4** of **4** 

#### FINANCIAL IMPLICATIONS:

The recommended procedure is believed to be the most cost-effective solution for the City as it minimizes the administrative burden and will not change the costs from current levels.

#### OTHER CONSIDERATIONS/IMPLICATIONS:

There are no Privacy Implications or Official Community Plan considerations

#### STRATEGIC PLAN:

The recommendation supports the Strategic Priority of Delivering Professional Governance and the areas of focus of Engaged Government. This was done by consulting with appropriate retailers and businesses in advance of implementing a new procedure to gather feedback and discuss any issues.

#### **OPTIONS TO RECOMMENDATION:**

Implement the existing Policy.

#### Advantages:

 The policy has been approved previously so no additional approval would be required.

#### Disadvantages:

- Would increase costs and resource requirements above existing levels.
- The cost would not be expected to be covered by the fees charged.
- Is not preferred by the Administration, retailers or businesses.

#### **PUBLIC NOTICE:**

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

#### PRESENTATION:

Verbal Presentation by Todd Olexson, Sanitation Manager

Written by: Todd Olexson, Sanitation Manager

Approved by: Director of Public Works & City Manager



#### **RPT 23-40**

**TITLE:** 2022 Recreation Facility Grant Program – 2nd Intake

DATE: February 6, 2023

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

That the following recommendations be approved under the 2nd intake of the 2022 Recreation Facility Grant Program and funded through Community Services Building Reserve:

- 1. That the Carlton Park Community Club receive \$1,994.01 for the installation of outdoor lights, repair of ceiling tile with type X fire rate drywall and the repair of plumbing concerns in the washrooms at the Community Club.
- 2. That the West Hill Community Club receive \$2,068.93 for the repair to the Kitchen roof.
- 3. That the Nordale Community Club receive \$9,734.12 for the HVAC Replacement.
- 4. That the East End Community Club receive \$3,042.51 for changing the outdoor lights to LED, the repair of the kitchen exhaust fan along with the installation of new light fixtures in the curling rink.

#### **TOPIC & PURPOSE:**

The purpose of the report is to outline the recommendations for the 2nd intake of the 2022 Recreation Facility Grant Program at the February 13<sup>th</sup>, 2023 Council meeting.

#### **BACKGROUND:**

The Recreation Facility Grant Program offers maintenance project funding to community organizations that lease and operate City facilities. The funds are sourced through the

RPT 23-40 Page **2** of **4** 

Community Services Building Reserve and there are two (2) application intakes on an annual basis. The deadline for the 1<sup>st</sup> intake is June 30<sup>th</sup> and the 2<sup>nd</sup> intake is December 31<sup>st</sup>.

The program was originally adopted by City Council in 2003 and developed as a result of the need expressed by Community Clubs to assist them with repairs and replacement of mechanical equipment and structural components of the City facilities they operate.

We are aware that our Community Clubs, which are City-owned facilities, are aging and providing support to Community Clubs through this program to do this type of work to their facility is providing an upgrade to the building aesthetically while also helping with any safety concerns that may be occurring.

The following is a summary of the assistance provided through the program over the past three (3) years:

<u>Year</u>	<u>Organization</u>	<u>Project</u>	<u>Amount</u>
2022	East End Community Club	Replacing Water Heater, LED Lighting	\$4,150.00
2022	West Hill Community Club	Roof Insulation & work on Water Heater	\$2,916.50
2022	Crescent Heights Community Club	Installation of New Boiler	\$8,069.50
2021	East End Community Club	Maintenance at Rink	\$3,885.98
2021	Midtown Community Club	Repair to Boiler System	\$5,000.00
2021	Hazeldell Community Club	Upgrades to Lighting	\$4,451.00
2021	East End Community Club	Removal and install new main door	\$1,980.64
2021	Small World Daycare	Install of new fence	\$5,000.00
2020	East End Community Club	Repair/Service to Curling Rink Ice Plant	\$2,523.86
2020	Crescent Heights Community Club	LED lighting and cement pad	\$4,152.23
2020	East Hill Community Club	LED lighting/Dressing Room Upgrades	\$4,458.68
2020	Carlton Park Community Club	LED lighting and Zamboni Gate	\$2,756.93
2019	Carlton Park Community Club	Replacing of A/C, Exterior Doors, LED	\$10,000
2019	East End Community Club	Upgrading to LED and Water Heaters	\$10,000
2019	Midtown Community Club	Upgrading to LED and Flooring	\$10,000
2019	Crescent Acres Community Club	Upgrading to LED and Cameras	\$3,151.86
2019	West Hill Community Club	Upgrading to LED	\$3,618.78

#### PROPOSED APPROACH AND RATIONALE:

The following is a summary of the commentary related to the recommendations:

#### 1. Carlton Park Community Club

It is recommended that the Carlton Park Community Club receive \$1,994.01 for the installation of outdoor lights, repair of ceiling tile with type X fire rate drywall and the repair of plumbing concerns in washrooms at the Community Club.

RPT 23-40 Page **3** of **4** 

#### 2. West Hill Community Club

It is recommended that the West Hill Community Club receive \$2,068.93 for the repair of the Kitchen roof that had a leak due to a metal joint failure. This was repaired with new flashing and sealant. This Repair will prevent further damage and leaking in the kitchen area which is a safety concern for the staff and users of the facility.

#### 3. Nordale Community Club

It is recommended that the Nordale Community Club receive \$9,734.12 for the HVAC Replacement.

#### 4. East End Community Club

It is recommended that the East End Community Club receive \$3,042.51 for the changing of the outdoor lights to LED, Repair of the kitchen exhaust fan along with the installation of new light fixtures in the curling rink.

#### **CONSULTATIONS:**

Administration reviewed each of the applications with the respective organizations to ensure accuracy with the criteria of the Recreation Facility Grant Program and to assist with the development of the applications where required.

#### COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Upon approval of the recommendations, the respective organizations will be notified and payment will be coordinated through the Financial Services Department.

#### **POLICY IMPLICATIONS:**

Recreation Facility Grant Program.

#### FINANCIAL IMPLICATIONS:

An allocation of \$20,000 was approved in the City's Budget to the Community Services Building Reserve. The Community Services Building Reserve currently has \$28,885.00. The total funding recommended under this intake equals \$16,839.57. Therefore, sufficient funds exist within the Community Services Building Reserve to approve the recommendations.

#### OTHER CONSIDERATIONS/IMPLICATIONS:

There are no Privacy or other options for consideration.

RPT 23-40 Page **4** of **4** 

#### STRATEGIC PLAN:

The Recreation Facility Program supports the continuous improvement of City facilities under the Strategic Priority of Investing in Infrastructure. The report also aligns with the Strategic Priority of Delivering Professional Governance. More specifically, the partnership with the Community Clubs, aligns with the Area of Focus related to an Engaged Government where the focus is to strengthen relationships with external organizations to share information and collaborate on projects and services.

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

The objectives of the Recreation Facility Program are in line with Section 15.6 of the OCP implementation strategies which speaks to facility capital planning with partners, operation and maintenance, space programming and energy efficiency impacts and reduction.

#### **PUBLIC NOTICE:**

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

#### **ATTACHMENTS:**

- 1. Carlton Park Community Club Application
- 2. East End Community Club Application
- 3. Nordale Community Club Application
- 4. West Hill Community Club Application
- 5. Recreation Facility Program Policy
- 6. 2022 Application 2nd Intake

Written by: Curtis Olsen - Sport & Recreation Manager

Approved by: Director of Community Services & City Manager

#### **City of Prince Albert Recreation Facilities Program**

#### RECREATION FACILITIES PROGRAM APPLICATION FORM

Applicant	Information
-----------	-------------

Name of Organization: Carlton Park Community elub

Date: Dee 14

Contact Person:

James Flynn

Phone Number:

Address:

3100 Dunn Drive

Postal Code: 560 712

Email Address:

Project Details General repairs

Project Category:

Please provide a brief description of your project:

Project Start Date: Jan 1/2012 3988 Project End Date: 12023

Total Cost of Project: 「おもら」

- Please attach supporting invoices and proof that invoice have been paid
- Invoices must provide detail on the products and services that were provided

Have you received funding previously for this grant: YES

If yes, please indicate amount and year:

#### Information Certification

I hereby certify that the information contained in this application is accurate and complete.

**Authorized Signature** 

# City of Prince Albert Recreation Facilities Program

Applications are now being accepted for the 2nd intake for the 2022 Recreation Facilities Program Grant.

#### PLEASE SEND COMPLETED APPLICATION TO:

Recreation Facilities Program, Attn: Curtis Olsen
City of Prince Albert - Community Services Department
1084 Central Ave, Prince Albert, SK, S6V 7P3
Tel: (306) 953-4818 Email: colsen@citypa.com

Application Deadline: December 31st, 2022

#### Program Criteria

- All organizations that lease and operate city-owned recreation facilities are permitted to apply for funding assistance for facility improvements under the Recreation Facilities Program.
- Applications for projects under the program are to be submitted on the Recreation Facilities Program Application Form distributed by the Community Services Department.
- There are two (2) annual application intakes for the program. The annual deadline for the first intake is June 30 and the annual deadline for the second intake will be December 31.
- All applications are subject to approval by City Council.
- Funding is only available if the total cost of the eligible grants does not exceed the funds available in the Community Services Building Reserve.
- Should the total amount of the applications received exceed the funding available, priority shall be given to organizations that did not receive funds previously from this program or have not received funding in the previous three (3) years.
- Projects must occur in the calendar year of the application and must be accompanied by supporting documentation that includes detailed project invoices and proof of payment.
- The City will fund a maximum of 50% of each qualifying project.
- The total minimum cost for any one (1) project to qualify shall be \$5,000.00.



# City of Prince Albert Recreation Facilities Program

 The maximum funding provided to any organization in a calendar year shall not exceed \$10,000.00.

#### Eligible Projects

- Repair or replacement of mechanical and electrical systems including heating, ventilation, lighting and air conditioning.
- Roofing repairs or replacements.
- Repair or replacement of structural components of the building including foundations, windows and doors.
- Replacement of arena board structures, puck-board and glass.

#### Ineligible Projects

- Repair or replacement of floor coverings, exterior siding, exterior stucco, and painting.
- Repair of arena board structures, puck-board and glass.
- Facility expansions and leasehold improvements.
- Maintenance costs directly related to intentional damage caused by users of the facilities or by neglect on behalf of the organization.
- All other capital improvements.



#### MR.PLUMBER

139-17th Street West

Prince Albert, Saskatchewan S6V 3X4

Canada

Phone: (306) 763-8389 Fax: (306) 764-2967

INVOICE

Invoice No.:

10220158

Date:

Oct 11, 2022

Page:

ge:

Re: Order No.

Sold to:

CARLTON PARK COMMUNITY CENTRE

3100 Dunn Drive

Prince Albert, SK S6V 7L2

Canada

Ship to:

CARLTON PARK COMMUNITY CENTRE

Prince Albert, Saskatchewan

Canada

GST No 12071 0462 RT0001

P.S.T No 5535935

Daily Admin fees are added to all overdue accounts@0.24/365 ner day (Minimum Fees \$10.00 ner Month)

Phone:

(306) 764-4344

G.S.T. No. 12071 0462 RT0001	P.S.T No 5535935	Phone:	(306) 764-4344	
Description				Amount
Called in by Jim Flynn				
Urinal on the right is leaking	& no hot water in washroor	ns"		
found valve off for washroom undid bolts & pulled back uri put gasket on but found copy cannot pull urinal off was becot 5/22 plywood was cut out & drywaremoved existing urinal flang replaced it with new pipe & f will return when wall is repaided to 11/22 reset urinal on wall & attachet test a number of times & no	nal & found gasket was mi per pipe leaking in wall cause there is a piece of pl all removed ge & piece of 2" copper pip lange red	ssing ywood in way		
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I - urinal gasket shop supplies _abour: Dave/Penner		į.	X G	600.00
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INVOICE NO.

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20 Oct 22 89	\$773.95

Branch: 021

For the period beginning October 1, 2022 For the period ending October 31, 2022

# Mr. J's Maintenance Service Ltd. 573 B 16 St. West | Prince Albert, Sk S6V 3P9

306 922 4140 | rooter2@sasktel.net

#### RECIPIENT:

#### **CARLTON PARK COMMUNIT CLUB**

3100 Dunn Dr.

PRINCE ALBERT, SASK, S6V 7L2

Phone: 306 961 0113 Jim

(a) (a) (b) = (42)	(II)
Issued	Jul 15, 2022
Due	Aug 14, 2022
PO#	No
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Jul 15, 2022		79		
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Shop Charges		1	\$5.00	\$5.00

Thank you for your business. Please contact us with any questions regarding this	Subtotal	\$305.00
invoice. For E-Transfer please use rooter2@sasktel.net include your name, address, or	GST (5.0%)	\$15.25
invoice number in the message.	PST (6.0%)	\$18.30
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Branch: 021

For the period beginning September 1, 2022 For the period ending September 30, 2022

### T C ELECTRIC INC

"For All Your Electrical Needs "



404 22<sup>ND</sup> STREET EAST PRINCE ALBET, SK. S6V 1N6

Date

To

November 21, 2022

Carlton Park Community Park

3100 Dunn Drive PRINCE ALBERT, SK .

S6V 7L2

JOB:

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- INSTALLATION OF CONTACTOR C/W TIMECLOCK		
- FOR OUTDOOR RINK LIGHTS		
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Material/Labour	1720 X 8 000 1 000 1 000	\$ 945
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	Subtotal	\$945
A secretable method of payment	Subtotal	\$945 \$ 47
Acceptable method of payment		
Acceptable method of payment Cheques payable to T C ELECTRIC INC. Or E-transfer to tcelectric.pa âlive ca	GST	\$ 47

Thank you for choosing USI

GST# 10514 9827 RT0001 PST# 5416730

Tel: 306-764-3524 Fax: 306-764-3528 Email: tcelectric.pa@live.ca Cell: 306-961-2002



INNOVATIVE CEILING & WALL DESIGN INC.
78 - 28th Street East
Prince Albert, SK S6V 1W8

Phone # (306) 930-7666 Kobi Tolley

E-mail

innovativeceilings@outlook.com

### **INNOVATIVE CEILING & WALL DESIGN INC.**

Invoice To
Carlton Park Community Hall Attn: Jim Flynn carltonpark@sasktel.net

Invoice

Date	Invoice #
2022-12-07	256

P.O. No.

Qty	Rate	Description	Amount
		Repair Ceiling with Type X Fire-rated Drywall and Fire Tape in Mechanical Room.  Labour and Material included	1,200.00

Subtotal:

\$1,200.00

Sales	ıax	Sumr	nary

GST@5.0% pst (sk)@6.0% Total Tax 60.00 72.00 13**2.**00

**Total** \$1,332.00

GST/HST No.

817722788

PST

2763985

# Roto Rooter & The Water Heater Guy

573 B 16 St. West | Prince Albert, SK S6V 3P9 306 922 4140 | rooter2@sasktel.net

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CHILDRENS CHOICE DAYCARE

3100 DUNN DR.

PRINCE ALBERT, SK S6V 7L2

SERVICE ADDRESS:

Dunn Drive Prince Albert, Saskatchewan S6V Issued

Oct 06, 2022

Due

Nov 20, 2022

PO#

No

TECH

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For Services Rendered

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Oct 06, 2022				
Main Sewer Cleaning	Clear main sewer 200' x 4"	1	\$175.00	\$175.00
Manhole	Prevent on manhole - needs to sucked out by septic truck bottom of manhole is full of wipes	Ì	\$255.00	\$255.00
Shop Charges		1	\$5.00	\$5.00
Extra Cable		ì	\$100.00	\$100.00
				380.00

A DIVISION OF MR. J'S MAINTENANCE SERVICE LTD.
Thank you for your business. Please contact us with any questions regarding this invoice.
For E-Transfer please use rooter2@sasktel.net include your name, address, or invoice number in the message.

GST 103788857

Subtotal

GST (5.0%)

GST (6.0%)

Total

Cost Share With Children's 280 - \$535.00 14 - \$26.75

No 80 \$32.10

\$593.85

#310.80:1/2

# 155.40



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Administration Control Control

Branch: 021

For the period beginning December 1, 2022 For the period ending December 31, 2022

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# A1 Locksmithing Ltd.



Box 567
Prince Albert, SK S6V 5R8
a1lock1996@gmail.com
Tel: (306) 764-6333
Fax: (306) 922-5625
Cell: (306) 961-6608

Sold to:

**CARLTON COMMUNITY RINK** 

## INVOICE

Invoice No.: 36597

Date: 06/03/2022

Sold By: Michael Paul

**Work Location:** 

HALL DOORS RE: JIM

Business No.: 819697426

	Barrier, Style 1		Tax	Base Price	Disc. %	Unit Price	Amount
tem L RK K	Quantify  1 4 20	LABOUR STANDARD REKEY STANDARD KEYS  G3 - GST @ 5%; PST @ 6%, non-refundable GST PST	G3 G3 G3	100.00 14.00 5.00		100.00 14.00 5.00	100.00 56.00 100.00 12.80 15.36
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Cartton Park Community Club Inc.	000006
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13 Jun 22 6	\$284.16

Branch: 021

For the period beginning June 1, 2022 For the period ending June 30, 2022

### RECREATION FACILITIES PROGRAM APPLICATION FORM

Name of Organization: EAST END COMMUNITY CLUB Date: JANUARY 02, 2023

Contact Person: DON HOWLAND Phone Number: 306-961-9918

Address: 12<sup>th</sup> AVE & 4<sup>TH</sup> ST EAST Postal Code: S6V 7M2

Email Address:

### **Project Details**

Project Category: REPAIR & REPLKACE

Please provide a brief description of your project:

-change outdoor rink lights to LED

-remove exhaust fan (kitchen) & install new motor

-replace light fixture in curling rink

Project Start Date: October 2022 Project End Date: November 02, 2022

Total Cost of Project: \$2741.70 608 5.02 Total Amount Requested: 3042.51

Please attach supporting invoices and proof that invoice have been paid

Invoices must provide detail on the products and services that were provided

Have you received funding previously for this grant: YES ✔ NO

If yes, please indicate amount and year: 2022

#### Information Certification

I hereby certify that the information contained in this application is accurate and complete.

Authorized Signature

Don Howland Print Name January 3, 2023 Date



Electrical Contractor 306-980-7065

JTC Enterprises Ltd

GST # 7891842980001 RR. 4 Prince Albert S6V-5R2 306-980-7065

Jessecollins800@hotmail.

INVOICE

**1N800** 

DATE

Nov 2, 2022

DUE

On Receipt

BALANCE DUE

CAD \$2,741.70

### **BILL TO**

### **East End Rink**

306-961-9918

DESCRIPTION		RATE	QTY	AMOUNT
led bulbs for outdoor rink		\$286.00	4	\$1,144.00
		\$56.00	1	\$56.00
to and install new motor for kitchen		\$430.00		\$430.00
replace lite fixture in curling rink with new	spare	\$340.00	1	\$340.00
man basket	4.6			\$500.00
		\$0.00		\$0.00
PAID ONLINE	SUBTOTAL TAX (11%)			\$2,470.00 \$271.70
DATE: NOU 25/22	TOTAL	-		\$2,741.70
+ 1,50 5/c	BALANCE DUE		CAD	\$2,741.70

\*\*\*Caution:This email originated from outside the City of Prince Albert email system.

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				08-Dec-2022	Sask Power 500002015153 Electronic Bill Payment	-\$1,997.0
				08-Dec-2022	Econo Lumber 18005 Electronic Bill Payment	-\$125.2
				05-Dec-2022	Cheque # 3186	- <b>\$2,47</b> 5.
				03-Dec-2022	Combined Deposit	
				01-Dec-2022	Sask Tel 782503099009 Electronic Bill Payment	-\$64.
				01-Dec-2022	CITY OF PRINCE ALBERT Pre- Authorized Credit	
				01-Dec-2022	e-Tsfr to Baro McDonald Outgoing Email Money Transfer	-\$93.
				01-Dec-2022	e-Tsfr to DON HOWLAND Outgoing Email Money Transfer	-\$87.
				30-Nov-2022	Credit Interest	
				29-Nov-2022	Cheque # 3182	-\$2,940
				29-Nov-2022	Mobile Deposit	
				29-Nov-2022	Mobile Deposit	
				29-Nov-2022	Mobile Deposit	Harling Machinery
				29-Nov-2022	Mobile Deposit	
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				13-Nov-2022	e-Tsfr to KEVIN MARTIN CURLI Outgoing Email Money	-\$118.

Cynthia



ALA MITEI hi 1969 MIA

GST # 7891842980001 RR. 4 Prince Albert S6V-5R2 306-980-7065 Jessecollins800@hotmail.com DATE

Dec 30, 2022

DUE

On Receipt

**BALANCE DUE** CAD \$3,343.32

BILL TO

### **East End Rink**

306-961-9918

DESCRIPTION		RATE	QTY	AMOUNT
new emergency battery backup units		\$211.00	8	\$1,688.00
exit emergency battery backup unit		\$316.00	1	\$316.00
led remote heads to match up to units		\$86.00	3	\$258.00
labor to install devices		\$750.00	1	\$750.00
	SUBTOTAL TAX (11%)			\$3,012.00 \$331.32
	TOTAL			\$3,343.32
	BALANCE DUE		CAD	\$3,343.32

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https://www.conexus.ca/Personal/OnlineBanking/Transfers/EmailMoney/?x=yQTleWg7k3lHfPN57CW2-\*Buodq76cplRB8JnT2mmUR...  $A^N$ 









Personal

Business

About Conexus

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Banking

Borrowing

Wealth

Ways to Bank

Online Banking

Personal Banking → Online Banking → Transfers → Send via INTERAC e-Transfer®

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Payments

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Send via INTERAC e-Transfer®

Add/Delete Contacts

Request Money via INTERAC e-Transfer®

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Messages and Alerts

Profile and Preferences

#### **HELPFUL LINKS**

- Support
- INTERAC e-Transfer FAQs
- > INTERAC e-Transfer Limits
- > Alerts
- > Foreign Exchange Calculator

Approve Send INTERAC® e-Transfer - Receipt



Card N	umber	Date Monday, January 9, 2023
4	Transaction Status	Completed
	Transfer To	JTC Jessie Collins
	Send By	jessecollins800@hotmail.com
	Transfer From	Membership Maximizer Account 1
	Amount	\$3,343.32
	Service Charge	<b>\$1.50</b> .
	Total	\$3,344.82
	Security Question	Who is the rink manager
	Message to the Contact	INV 816
	Confirmation Number	20230109080550668552

Welcome, EAST END COMMUNITY CLUB

#### IMPORTANT: US TRANSFERS

If you are transferring more than \$1,000 in US currency, please contact us at 1-800-667-7477 to complete the transfer as you will be eligible for a discounted rate.

## FOREIGN EXCHANGE CALCULATOR

Before making a US currency transfer, use our handy calculator to find out what the exchange rate will be.

Take me there >

Go to Account Summary | Go to Transaction Manager | Print Receipt(s)



### RECREATION FACILITIES PROGRAM APPLICATION FORM

### **Applicant Information**

Name of Organization: Nordale Community Club

Date: Jan 30/2023

Contact Person: Jeff Horan (Treasurer)

Phone Number:

Address: I

Postal Code: S6V 5R3

Email Address:

### **Project Details**

Project Category: HVAC Replacement - Nordale Hall

Please provide a brief description of your project:

The existing Nordale Hall HVAC system was installed in the late 1980's and had reached the end of its available service life. Several safety related issues had been identified, which necessitated a full investigation and subsequent recommendation to replace. Options were identified, and quotes obtained for the work.

In Nov 2022, Nordale Community Club passed a motion to replace the entire system, with the work being awarded to NexGen Mechanical. The work consists of full replacement of the main heating and cooling system for Nordale Hall including 2 new furnaces, new AC chillers, related ductwork and electrical.

Project Start Date:

Dec 1/22 19.468.24 Estimated Project End Date: Jan 31/23

Total Cost of Project:

Total Amount Requested: \$10,000

- Please attach supporting invoices and proof that invoice have been paid
- Invoices must provide detail on the products and services that were provided

Have you received funding previously for this grant: YES

If yes, please indicate amount and year:

### **Information Certification**

I hereby certify that the information contained in this application is accurate and complete.

Authorized Signature

Jeff Horan

Nordale CC Treasurer





Remit To:

Saskatoon Head Office #110-343 70th Street East Saskatoon, SK S7P 0E1 Ph: 306-242-7000

Fax: 306-242-7007

Email: info@nexgenmechanical.ca

**Prince Albert Branch Office** 

Bay 5 – 390 South Industrial Drive Prince Albert, SK S6V 7L8 Ph: 306-953-7000 Fax: 306-953-7002

Web: www.nexgenmechanical.ca

Invoice

DATE INVOICE #

2022-12-21

41930

BILL TO:

SHIP TO:

Nordale Community Club 1306 6th Ave NW Prince Albert, SK S6V 5R3

P.O. NUMBER	R TERMS	REP	SHIP	VIA	F.O.B.		PROJECT
	Net 30	GB	2022-12-19				
QUANTITY	ITEM CODE		DESCRIF	PTION	PRICI	E EACH	AMOUNT
	Materials	furnaces a	only invoice - two nd two 4 ton Air			17,538.95	17,538.95
		per quote : PST GST	<del>7</del> 22 <b>-</b> 11-22			6.00% 5.00%	1,052.34 876.95

GST#: BN 81488 7063 RT0001

PST#: 5778006

Terms: Net 30 Late Payment: 1.5%/month

TOTAL \$19,468.24

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306 764-5900	DATE 2.0	22-/2-22			
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### **RECREATION FACILITIES PROGRAM APPLICATION FORM**

Applicant Information	
Name of Organization:West Hill Community Club	Date: December 31/22
Contact Person: Paul Ross	Phone Number
Address:	Postal Code:
Email Address:	
Project Details	
Project Category: Repair Damaged Roof and Kitch	nen repairs/reno
Please provide a brief description of your project: Roof above Kitchen experience leak due to metal jo sealant Interior kitchen ceiling, rangehood and counters we	
Project Start Date:	Project End Date: December 31, 2022
Total Cost of Project: 4131.85	Total Amount Requested: 2068.93
<ul> <li>Please attach supporting invoices and proof</li> <li>Invoices must provide detail on the products</li> </ul>	f that invoice have been paid s and services that were provided
Have you received funding previously for this grant:	YES NO X
If yes, please indicate amount and year:	
Information Certification	
I hereby certify that the information contained in this	s application is accurate and complete.
Paul RossJanuary 25, 2023 Authorized Signature	

Print Name Date

Rob Isonside

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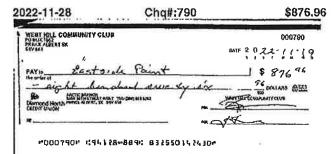
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Statement of Policy and Procedure							
Department:	Community Services	Policy No.	92				
Section:	Community Services	Issued:	December 1, 2003				
Subject:	Recreation Facility Program Policy	Effective:	April 16, 2018				
Council Resolution #	Council Resolution No. 0197 of April 16, 2018						
and Date:	Council Nesolulion No. 0197 of April 10, 2016	Replaces:	Res. No. 0980				
Issued by:	Derek Blais, Recreation Manager	Dated:	December 1, 2003				
Approved by:	Jody Boulet, Director of Community Services						

### 1 POLICY

**1.01** All organizations that lease and operate city-owned recreation facilities are permitted to apply for funding assistance for facility improvements under the Recreation Facilities Program.

### 2 PURPOSE

- **2.01** To financially assist with the repairs and replacement of mechanical systems and structural components of city-owned recreation facilities.
- **2.02** To ensure proper maintenance is completed in city-owned recreation facilities so that they remain safe and accessible for all users.

### 3 SCOPE

**3.01** This statement of policy applies to all organizations that lease and operate city-owned recreation facilities.

### 4 RESPONSIBILITY

### 4.01 Community Services Department

- a) Coordinate the distribution and collection of the Recreation Facility Program application forms.
- b) Promote the application period to all applicable organizations.

- c) Review all applications to ensure submissions meet the guidelines and conditions of the program.
- d) Submit bi-annual reports to City Council outlining the applications received for each intake period.
- e) Monitor the balance of the Community Services Building Reserve to ensure adequate funding is available for projects that are brought forward for approval.
- f) Communicate to grant applicants regarding the status of their application following the decisions made by City Council.

### 4.01 City Council

a) Final approval of the Recreation Facility Program applications.

### 5 DEFINITIONS

### **5.01** In this Policy:

- a) **COMMUNITY SERVICES DEPARTMENT** designated staff members in the City of Prince Albert Community Services Department.
- b) **RECREATION FACILITIES** Facilities that allow freely chosen participation in physical, social, intellectual, creative and spiritual pursuits that enhance individual and community wellbeing.
- c) **COMMUNITY SERVICES BUILDING RESERVE** a reserve fund established by the City of Prince Albert which is funded through an annual budget allocation approved by City Council.

## 6 REFERENCES and RELATED STATEMENTS of POLICY and PROCEDURE

**6.01** Not applicable.

### 7 PROCEDURE

### 7.01 CRITERIA

a) Applications for projects under the program must be submitted on the

- Recreation Facilities Program Application Form distributed by the Community Services Department.
- b) There are two (2) annual application intakes for the program. The annual deadline for the first intake is June 30 and the annual deadline for the second intake is December 31.
- c) All applications are subject to approval by City Council.
- d) Funding is only be available if the total cost of the eligible grants does not exceed the funds available in the Community Services Building Reserve.
- e) Should the total amount of the applications received exceed the funding available, priority is given to organizations that did not receive funds previously from this program or have not received funding in the previous three (3) years.
- f) Projects must occur in the calendar year of the application and must be accompanied by supporting documentation that includes detailed project invoices and proof of payment.
- g) The City will fund a maximum of 50% of each qualifying project.
- h) The total minimum cost for any one (1) project to qualify is \$5,000.00.
- i) The maximum funding provided to any organization in a calendar year shall not exceed \$10,000.00.

### 7.02 ELIGIBLE PROJECTS

- a) Repair or replacement of mechanical and electrical systems including heating, ventilation, lighting and air conditioning.
- b) Roofing repairs or replacements.
- c) Repair or replacement of structural components of the building including foundations, windows and doors.
- d) Replacement of arena board structures, puck-board and glass.

### 7.02 INELIGIBLE PROJECTS

 Repair or replacement of floor coverings, exterior siding, exterior stucco, and painting.

- b) Repair of arena board structures, puck-board and glass.
- c) Facility expansions and leasehold improvements.
- d) Maintenance costs directly related to intentional damage caused by users of the facilities or by neglect on behalf of the organization.
- e) All other capital improvements.

Applications are now being accepted for the 2nd intake for the 2022 Recreation Facilities Program Grant.

### PLEASE SEND COMPLETED APPLICATION TO:

Recreation Facilities Program, Attn: Curtis Olsen City of Prince Albert - Community Services Department 1084 Central Ave, Prince Albert, SK, S6V 7P3 Tel: (306) 953-4818 Email: colsen@citypa.com

Application Deadline: December 31st, 2022

### **Program Criteria**

- All organizations that lease and operate city-owned recreation facilities are permitted to apply for funding assistance for facility improvements under the Recreation Facilities Program.
- Applications for projects under the program are to be submitted on the Recreation Facilities Program Application Form distributed by the Community Services Department.
- There are two (2) annual application intakes for the program. The annual deadline for the first intake is June 30 and the annual deadline for the second intake will be December 31.
- All applications are subject to approval by City Council.
- Funding is only available if the total cost of the eligible grants does not exceed the funds available in the Community Services Building Reserve.
- Should the total amount of the applications received exceed the funding available, priority shall be given to organizations that did not receive funds previously from this program or have not received funding in the previous three (3) years.
- Projects must occur in the calendar year of the application and must be accompanied by supporting documentation that includes detailed project invoices and proof of payment.
- The City will fund a maximum of 50% of each qualifying project.
- The total minimum cost for any one (1) project to qualify shall be \$5,000.00.



 The maximum funding provided to any organization in a calendar year shall not exceed \$10,000.00.

### **Eligible Projects**

- Repair or replacement of mechanical and electrical systems including heating, ventilation, lighting and air conditioning.
- Roofing repairs or replacements.
- Repair or replacement of structural components of the building including foundations, windows and doors.
- Replacement of arena board structures, puck-board and glass.

### **Ineligible Projects**

- Repair or replacement of floor coverings, exterior siding, exterior stucco, and painting.
- Repair of arena board structures, puck-board and glass.
- Facility expansions and leasehold improvements.
- Maintenance costs directly related to intentional damage caused by users of the facilities or by neglect on behalf of the organization.
- All other capital improvements.



### **RECREATION FACILITIES PROGRAM APPLICATION FORM**

Applicant Information	
Name of Organization:	Date:
Contact Person:	Phone Number:
Address:	Postal Code:
Email Address:	
Project Details	
Project Category:	
Please provide a brief description of your project:	
Project Start Date:	Project End Date:
Total Cost of Project:	Total Amount Requested:
<ul> <li>Please attach supporting invoices and proof</li> <li>Invoices must provide detail on the products</li> </ul>	•
Have you received funding previously for this grant:	YES NO
If yes, please indicate amount and year:	
Information Certification	
I hereby certify that the information contained in this	s application is accurate and complete.
Authorized Signature	
Print Name	Date





### **RPT 23-41**

TITLE: Saskatchewan Polytechnic Opening Doors to Tomorrow Career Fair

DATE: February 2, 2023

TO: City Council

PUBLIC: X INCAMERA:

### RECOMMENDATION:

That \$3,910.00 in in-kind support be approved to partner with Saskatchewan Polytechnic to host their Opening Doors to Tomorrow Career Fair at the Art Hauser Centre.

### **TOPIC & PURPOSE:**

The Opening Doors to Tomorrow Career Fair has outgrown its current location and is seeking a new space to meet their needs. It has been requested for the City of Prince Albert to partner with Saskatchewan Polytechnic to host the Career Fair at the Art Hauser Centre.

### **BACKGROUND:**

Saskatchewan Polytechnic, Saskatchewan Rivers School Division, Saskatchewan Health Authority and Prince Albert & District Community Future collaborate annually to organize the Opening Doors to Tomorrow Career & Fair. In 2022, over 2500 students in grades 9-12 attended the 11<sup>th</sup> annual career fair along with 63 exhibitors.

### PROPOSED APPROACH AND RATIONALE:

The Career Fair provides a common forum for agencies, organizations, businesses, universities, colleges and other interested parties to come together in one place and showcase what they have to offer. The event is designed to assist students and youth as well as the general population of Prince Albert and surrounding communities to prepare for, obtain, and/or maintain employment. The benefit for students cannot be overstated. Students in grade nine are meeting career education outcomes by attending as well as planning what classes to take once in high school to best meet their career ambitions. For the students in grades ten to

RPT 23-41 Page **2** of **3** 

twelve, the connection is clear as these students are on the cusp of graduating and have some significant decisions ahead of them. The Opening Doors to Tomorrow Career/Job Fair committee has created print and online resources for teachers and students to assist in making the career/job fair experience as valuable and beneficial as possible for all parties involved.

The current proposal would be to host the event at the Art Hauser Centre on October 11<sup>th</sup>, 2023. The Career Fair would setup on the arena ice and in the Johnny Bower Lobby with use of the dressing rooms. This date works well for the Art Hauser Centre as the floor covering on the ice surface would already be in place for the Northern Lights Casino Pow Wow which is taking place October 7th & 8th. Since the floor covering is in place, this would save both time and expense for the City of Prince Albert and Saskatchewan Polytechnic. This is significant as the event is non-profit and is only funded through exhibitor fees. Additionally, this date works well for the arena's ice schedule as the Prince Albert Raiders and local AAA U18 Hockey Clubs will be on a road trip that week, so there would be minimal disturbance to arena user groups.

### **CONSULTATIONS:**

The City of Prince Albert has consulted with Saskatchewan Polytechnic and other key stakeholders which includes Saskatchewan Rivers School Division, Saskatchewan Health Authority and Prince Albert & District Community Futures.

### COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

If approved, the Career Fair would be advertised through Saskatchewan Polytechnic starting in April. The City of Prince Albert will also assist with the promotion through the City's website, social media network & E-Newsletter. The partnership serves as an opportunity for Saskatchewan Polytechnic and the City of Prince Albert to recruit future employees to our employment opportunities.

### FINANCIAL IMPLICATIONS:

The Rental of the Art Hauser Centre would be \$8,910.00 with Saskatchewan Polytenchic covering \$5,000.00 of this fee. The remaining \$3,910.00 would be in-kind with the City of Prince Albert receiving the following:

- Complimentary exhibitor booths.
- Logo on 2500 + student prize ballots.
- Logo recognition on OD2T marketing materials including but not limited to website, media releases and event poster.

RPT 23-41 Page **3** of **3** 

• Bursary naming rights and input on developing criteria for the bursary that reflects the City's mission, visions and values.

- Facility exposure and awareness to over 2500 students and more than 60 exhibitors from Saskatchewan, Alberta and Manitoba.
- Opportunities to include items in all student bags.
- Opportunity to provide branded bags to all or half of student attendees.

### OTHER CONSIDERATIONS/IMPLICATIONS:

There are no other options to the recommendation, OCP Implementation Strategies, Policy Implications, Privacy Implications or other considerations at this time.

### STRATEGIC PLAN:

The partnership aligns with the Strategic Priority of Delivering Professional Governance. The Area of Focus related to an Engaged Government looks to strengthen relationships with external organizations to collaborate on projects and services. This partnership opportunity will serve as a great opportunity for the City of Prince Albert to market our employment opportunities to over 2,500 students who will be entering into future careers.

### **PUBLIC NOTICE:**

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

Written by: Curtis Olsen - Sport & Recreation Manager

Approved by: Director of Community Services & City Manager



### **RPT 23-54**

TITLE: Cooke Municipal Golf Course Sponsorship Agreements

DATE: February 3, 2023

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

- That the Cooke Municipal Golf Course Sponsorship agreement with Bendig Klassen Raas Coertze (Bendig Klassen Raas Coertze Law Office) in the amount of \$5,000 per year for (5) years ending December 31, 2027 be approved.
- 2. That the Cooke Municipal Golf Course Sponsorship agreement with Saskatchewan Indian Gaming Authority (Northern Lights Casino) in the amount of \$5,000 for 2023, ending December 31, 2023 be approved.
- 3. That the Cooke Municipal Golf Course Sponsorship agreement with Super 8 Prince Albert in the amount of \$5,000 for 2023, ending December 31, 2023 be approved.
- 4. That the Cooke Municipal Golf Course Sponsorship agreement with River Park Funeral Home in the amount of \$5,000 per year for (3) years ending December 31, 2025 be approved.
- 5. That the Mayor and City Clerk be authorized to execute the attached sponsorship agreements on behalf of the City of Prince Albert.

### **TOPIC & PURPOSE:**

The purpose of the report is to receive approval for the proposed Golf Course Sponsorship Agreements and for the Mayor and City Clerk be authorized to execute the agreements on behalf of the City.

### **BACKGROUND:**

The Cooke Municipal Golf Course Sponsorship Plan was approved by City Council on December 15, 2015. This included Hole Sponsorship and other items which may be selected as sponsorship options.

RPT 23-54 Page **2** of **3** 

These agreements have been developed using the Naming Rights & Sponsorship Policy and the Cooke Municipal Golf Course Sponsorship Plan.

Since 2016, the Cooke Municipal Golf Course Sponsorship Plan has generated \$623,500 for improvements at the golf course.

### PROPOSED APPROACH AND RATIONALE:

Bendig Klassen Raas Coertze (Bendig Klassen Raas Coertze Law Office) has agreed to renew their sponsorship of Hole #5 for \$5,000 per year for a term of (5) years (\$25,000) from 2022 to 2027.

Saskatchewan Indian Gaming Authority (Northern Lights Casino) can only commit to a one-year renewal (2023) at this time due limitations within the structure of their organization. Northern Lights Casino also was one of the original sponsors at the course and will sponsor Hole #15 for \$5,000 for 2023. It is the intent of Northern Lights Casino to continue their sponsorship in future years.

Western First Nations Hospitality LP (Super 8 Prince Albert) has agreed to extend their sponsorship of Hole # 8 for \$5000.00 for 2023.

River Park Funeral Home has agreed to renew their sponsorship of Hole #17 for \$5,000 per year for a term of (3) years (\$15,000) from 2023 to 2025.

### **CONSULTATIONS:**

- Darcy Myers, Cooke Municipal Golf Course Head Professional
- Garth Bendig/Trevor Klassen, Bendig Klassen Raas Coertze Law Office
- Jamie McGuin, General Manager, Super 8 Prince Albert.
- Richard Ahenakew, General Manager and Heather Constant, Marketing Manager, Northern Lights Casino
- Lisa Bos-Atchison, Manager, River Park Funeral Home.

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

The City will execute the commitments outlined in the agreements in conjunction with the sponsors.

### **POLICY IMPLICATIONS:**

This agreement follows the Naming Rights and Sponsorship Policy - #71 April 13, 2015 and the Cooke Municipal Sponsorship Plan – RPT # COMM 15-106 of December 9, 2015.

RPT 23-54 Page **3** of **3** 

### FINANCIAL IMPLICATIONS:

As per the Naming Rights & Sponsorship Policy, all monies realized through this Plan (\$50,000 from these agreements) will be put towards paying off the capital improvements at Cooke Municipal Golf Course.

### OTHER CONSIDERATIONS/IMPLICATIONS:

There are no Privacy, Official Community Plan implications or Options to the Recommendation.

### STRATEGIC PLAN:

The report aligns with the Strategic Priority of Promoting a Progressive Community.

These sponsorship dollars will allow the City and Cooke Municipal Golf Course additional funding to support payment of the cost of recent and future improvements at the course. These funds reduce the implication on residential property taxes and increase Prince Albert's event hosting capacity.

Cooke Municipal Golf Course is a well-attended facility with as close to 30,000 rounds of golf played there annually. These participants range in age from youth to seniors. Cooke is a landmark within our community having been established in 1909. These agreements allow the City to continue to nurture this significant asset.

### **PUBLIC NOTICE:**

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

### **ATTACHMENTS:**

- 1. 2023 Bendig Klassen Hole Sponsorship Agreement
- 2. NLC Hole Sponsorship Agreement
- 3. 2023 Super 8 Hole Sponsorship Agreement
- 4. 2023 River Park Funeral Home Sponsorship Agreement

Written by: Duane Krip, Marketing & Sponsorship Coordinator

Approved by: Director of Community Services and City Manager

### **Sponsorship Agreement**

THIS AGREEMENT made effective as of the day of,	202
BETWEEN:	
THE CITY OF PRINCE ALBERT, in Prince Albert in the Province of Saskatchewan, hereinafter called "The City"	
-and-	

**Bendig Klassen Raas Coertze** a body corporate, having an office in Prince Albert, in the Province of Saskatchewan, (hereinafter referred to as **Bendig Klassen Raas Coertze**)

**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 Sponsorship opportunities within the Cooke Municipal Golf Course, 900 22<sup>nd</sup> St., East.

**AND WHEREAS Bendig Klassen Raas Coertze** is interested in providing sponsorship to the Cooke Municipal Golf Course in exchange for certain promotional and marketing opportunities being made available to it.

**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 The City hereby grants to **Bendig Klassen Raas Coertze** permission and license to create, install and maintain signage on the 5<sup>th</sup> Hole at Cooke Municipal Golf Course for the purposes and pursuant to the terms and conditions as outlined in Article 3.1 herein.

### ARTICLE 2: CITY OF PRINCE ALBERT UNDERTAKINGS

- 2.1 The City of Prince Albert undertakes and agrees with **Bendig Klassen Raas Coertze** that, upon execution of this Agreement by both Parties, it shall do the following:
  - a) Provide space to install advertising at Cooke Municipal Golf Course at Bendig Klassen Raas Coertze cost as indicated in Section 3.1 below.
  - b) Provide 20 rounds of 18 holes of golf for each year of the agreement.

### ARTICLE 3: BENDIG KLASSEN RAAS COERTZE UNDERTAKINGS

- 3.1 **Bendig Klassen Raas Coertze** undertakes and agrees with the City that they shall create, install and maintain signage as follows on the 5<sup>th</sup> Hole at Cooke Municipal Golf Course:
  - a) **Cairn Signage** a 6" high X 15.5" long sign that will be part of the rock Cairn monument sign near the tee box of Hole 5.
  - b) **Bench Signage** a 3' high X 8' wide sign to be either on the front or the back of the bench located near the tee box of Hole 5.
  - c) **Hole Flag** logo to be imprinted on the flag that is 12" high X 18" wide for Hole 5.
  - d) **Scorecard Advertising** provide art work for a 56 mm X 108 mm full colour ad on the scorecards.
  - e) **2 Golf Cart Wraps** professionally designed wrap of 2 Golf Carts from the Cooke Municipal Golf Cart fleet.
  - f) **Pro Shop Sign –** a 10" tall X 23.5" wide sign to be affixed to the side of the Pro Shop at Cooke Municipal Golf Course.
  - g) **Website/Application** provide artwork and link to be used on <a href="https://www.cookegolf.ca">www.cookegolf.ca</a> and on the Cooke Golf Course App.
- 3.2 Any variation in the signage descriptions as listed above is to be approved by the City of Prince Albert.
- 3.3 **Bendig Klassen Raas Coertze** provides concepts and artwork to the City of Prince Albert for approval subject to Article 5.

### ARTICLE 4: MAINTENANCE AND REPAIR

- 4. **Bendig Klassen Raas Coertze** shall be responsible for the installation, maintenance and repair of all sign structures, specifically Bendig Klassen Raas Coertze 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 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, **Bendig Klassen Raas Coertze** shall have the exclusive right to display advertising on the signage within this agreement, specifically, **Bendig Klassen Raas Coertze** shall be required to:
  - (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**

This agreement is for a period of 5 years beginning January 1, 2023 through December 31, 2027.

### ARTICLE 7: SPONSORSHIP FEE

- 7 In consideration of the signage provided in Article 3.1, **Bendig Klassen Raas**Coertze agrees to pay the following sponsorship fee to the City of Prince Albert:
  - i) January 1, 2023 a sum of Five Thousand Dollars (\$5,000.00) plus applicable GST for 2023.
  - ii) January 1, 2024 a sum of Five Thousand Dollars (\$5,000.00) plus applicable GST for 2024.
  - iii) January 1, 2025 a sum of Five Thousand Dollars (\$5,000.00) plus applicable GST for 2025.
  - iv) January 1, 2026 a sum of Five Thousand Dollars (\$5,000.00) plus applicable GST for 2026.
  - v) January 1, 2027 a sum of Five Thousand Dollars (\$5,000.00) plus applicable GST for 2027.

The City of Prince Albert will issue invoices to **Bendig Klassen Raas Coertze** 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, **Bendig Klassen Raas Coertze** has the right to renew the agreement with the City of Prince Albert, subject to being negotiated 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 **Bendig Klassen Raas Coertze**, and shall be considered sufficient cause to terminate the agreement, specifically:
  - (a) If **Bendig Klassen Raas Coertze** 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 **Bendig Klassen Raas Coertze**, or if **Bendig Klassen Raas Coertze** becomes bankrupt or make 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 **Bendig Klassen Raas Coertze** by mailing through registered mail to **Bendig Klassen Raas Coertze** a notice in writing to that effect. Should sufficient cause continue for thirty (30) days after the City has given notice to **Bendig Klassen Raas Coertze**, all rights and privileges conferred on **Bendig Klassen Raas Coertze** 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 **Bendig Klassen Raas Coertze** 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 Bendig Klassen Raas Coertze (to remedy any situations) terminate the agreement if the City is of the opinion that the services supplied by Bendig Klassen Raas Coertze 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**

The rights and privileges of **Bendig Klassen Raas Coertze** may only be assigned upon the consent of the City.

### **ARTICLE 11: NOTICE**

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

## Bendig Klassen Raas Coertze.:

Attn: Garth Bendig/Trevor Klassen 201 – 1100 1<sup>st</sup> Avenue East Prince Albert, SK. S6V 2A7 (306) 922-0212

### **ARTICLE 12: MODIFICATION**

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., 202
CITY OF PRINCE ALBERT
Per:
Per:
IN WITNESS WHEREOF Bendig Klassen Raas Coertze. 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., 202
BENDIG KLASSEN RAAS COERTZE
Per:
Per·

## **Sponsorship Agreement**

THIS AGREEMENT made effective as of the day of	, 202
BETWEEN:	
THE CITY OF PRINCE ALBERT, in Prince Albert in the	
Province of Saskatchewan, hereinafter called "The City"	
-and-	

**Northern Lights Casino** a body corporate, having an office in Prince Albert, in the Province of Saskatchewan, (hereinafter referred to as **Northern Lights Casino**)

**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 Sponsorship opportunities within the Cooke Municipal Golf Course, 900 22<sup>nd</sup> St., East.

**AND WHEREAS Northern Lights Casino** is interested in providing sponsorship to the Cooke Municipal Golf Course in exchange for certain promotional and marketing opportunities being made available to it.

**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 The City hereby grants to **Northern Lights Casino** permission and license to create, install and maintain signage on the 15<sup>th</sup> Hole at Cooke Municipal Golf Course for the purposes and pursuant to the terms and conditions as outlined in Article 3.1 herein.

### ARTICLE 2: CITY OF PRINCE ALBERT UNDERTAKINGS

- 2.1 The City of Prince Albert undertakes and agrees with **Northern Lights Casino** that, upon execution of this Agreement by both Parties, it shall do the following:
  - a) Provide space to install advertising at Cooke Municipal Golf Course at Northern Lights Casino cost as indicated in Section 3.1 below.
  - b) Provide 20 rounds of 18 holes of golf for each year of the agreement.

## **ARTICLE 3: NORTHERN LIGHTS CASINO UNDERTAKINGS**

- 3.1 **Northern Lights Casino** undertakes and agrees with the City that they shall create, install and maintain signage as follows on the 15<sup>th</sup> Hole at Cooke Municipal Golf Course:
  - a) **Cairn Signage** a 6" high X 15.5" long sign that will be part of the rock Cairn monument sign near the tee box of Hole 15.
  - b) **Bench Signage** a 3' high X 8' wide sign to be either on the front or the back of the bench located near the tee box of Hole 15.
  - c) **Hole Flag** logo to be imprinted on the flag that is 12" high X 18" wide for Hole 15.
  - d) **Scorecard Advertising** provide art work for a 56 mm X 108 mm full colour ad on the scorecards.
  - e) **2 Golf Cart Wraps** professionally designed wrap of 2 Golf Carts from the Cooke Municipal Golf Cart fleet.
  - f) **Pro Shop Sign –** a 10" tall X 23.5" wide sign to be affixed to the side of the Pro Shop at Cooke Municipal Golf Course.
  - g) **Website/Application** provide artwork and link to be used on www.cookegolf.ca and on the Cooke Golf Course App.
- 3.2 Any variation in the signage descriptions as listed above is to be approved by the City of Prince Albert.
- 3.3 **Northern Lights Casino** provides concepts and artwork to the City of Prince Albert for approval subject to Article 5.

### ARTICLE 4: MAINTENANCE AND REPAIR

- 4. **Northern Lights Casino** shall be responsible for the installation, maintenance and repair of all sign structures, specifically Northern Lights Casino 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 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, **Northern Lights Casino** shall have the exclusive right to display advertising on the signage within this agreement, specifically, **Northern Lights Casino** shall be required to:
  - (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**

This agreement is for a period of 1 year beginning January 1, 2023 through December 31, 2023.

### ARTICLE 7: SPONSORSHIP FEE

- 7 In consideration of the signage provided in Article 3.1, **Northern Lights Casino** agrees to pay the following sponsorship fee to the City of Prince Albert:
  - i) January 1, 2023 a sum of Five Thousand Dollars (\$5,000.00) plus applicable GST for 2023.

The City of Prince Albert will issue invoices to **Northern Lights Casino** 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, Northern Lights Casino has the right to renew the agreement with the City of Prince Albert, subject to being negotiated 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 Northern Lights Casino, and shall be considered sufficient cause to terminate the agreement, specifically:
  - (a) If **Northern Lights Casino** 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 **Northern Lights Casino**, or if **Northern Lights Casino** becomes bankrupt or make 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 **Northern Lights Casino** by mailing through registered mail to **Northern Lights Casino** a notice in writing to that effect. Should sufficient cause continue for thirty (30) days after the City has given notice to **Northern Lights Casino**, all rights and privileges conferred on **Northern Lights Casino** 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 **Northern Lights Casino** 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 Northern Lights Casino (to remedy any situations) terminate the agreement if the City is of the opinion that the services supplied by Northern Lights Casino 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**

The rights and privileges of **Northern Lights Casino** may only be assigned upon the consent of the City.

### **ARTICLE 11: NOTICE**

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

## **Northern Lights Casino:**

Attn: Kerry Sapp, Regional Marketing Manager, 44 Marquis Road Prince Albert, SK. S6V 7Y5 (306) 764-4777

### **ARTICLE 12: MODIFICATION**

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., 202
CITY OF PRINCE ALBERT
Per:
Per:
IN WITNESS WHEREOF Northern Lights Casino. 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., 202
NORTHERN LIGHTS CASINO INC.
Per:
Per:

## **Sponsorship Agreement**

THIS AGREEMENT made effective as of the day of	, 202
BETWEEN:	
THE CITY OF PRINCE ALBERT, in Prince Albert in the	

-and-

Province of Saskatchewan, hereinafter called "The City"

**WESTERN FIRST NATIONS HOSPITALITY LP** a body corporate, having an office in Prince Albert, in the Province of Saskatchewan, (hereinafter referred to as **Super 8 Prince Albert**)

**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 Sponsorship opportunities within the Cooke Municipal Golf Course, 900 22<sup>nd</sup> St., East.

**AND WHEREAS Super 8 Prince Albert** is interested in providing sponsorship to the Cooke Municipal Golf Course in exchange for certain promotional and marketing opportunities being made available to it.

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

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

1.1 The City hereby grants to **Super 8 Prince Albert** permission and license to create, install and maintain signage on the 8<sup>th</sup> Hole at Cooke Municipal Golf Course for the purposes and pursuant to the terms and conditions as outlined in Article 3.1 herein.

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

- 2.1 The City of Prince Albert undertakes and agrees with **Super 8 Prince Albert** that, upon execution of this Agreement by both Parties, it shall do the following:
  - a) Provide space to install advertising at Cooke Municipal Golf Course at **Super 8 Prince Albert** cost as indicated in Section 3.1 below.
  - b) Provide 20 rounds of 18 holes of golf for each year of the agreement.

## **ARTICLE 3: SUPER 8 PRINCE ALBERT UNDERTAKINGS**

- 3.1 **Super 8 Prince Albert** undertakes and agrees with the City that they shall create, install and maintain signage as follows on the 8<sup>th</sup> Hole at Cooke Municipal Golf Course:
  - a) **Cairn Signage** a 6" high X 15.5" long sign that will be part of the rock Cairn monument sign near the tee box of Hole 8.
  - b) **Bench Signage** a 3' high X 8' wide sign to be either on the front or the back of the bench located near the tee box of Hole 8.
  - c) **Hole Flag** logo to be imprinted on the flag that is 12" high X 18" wide for Hole 8.
  - d) **Scorecard Advertising** provide art work for a 56 mm X 108 mm full colour ad on the scorecards.
  - e) **2 Golf Cart Wraps** professionally designed wrap of 2 Golf Carts from the Cooke Municipal Golf Cart fleet.
  - f) **Pro Shop Sign –** a 10" tall X 23.5" wide sign to be affixed to the side of the Pro Shop at Cooke Municipal Golf Course.
  - g) **Website/Application** provide artwork and link to be used on www.cookegolf.ca and on the Cooke Golf Course App.
- 3.2 Any variation in the signage descriptions as listed above is to be approved by the City of Prince Albert.
- 3.3 **Super 8 Prince Albert** provides concepts and artwork to the City of Prince Albert for approval subject to Article 5.

### ARTICLE 4: MAINTENANCE AND REPAIR

- 4. **Super 8 Prince Albert** shall be responsible for the installation, maintenance and repair of all sign structures, specifically Super 8 Prince Albert 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 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, **Super 8 Prince Albert** shall have the exclusive right to display advertising on the signage within this agreement, specifically, **Super 8 Prince Albert** shall be required to:
  - (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**

This agreement is for a period of 1 year beginning January 1, 2023 through December 31, 2023.

### ARTICLE 7: SPONSORSHIP FEE

- 7 In consideration of the signage provided in Article 3.1, **Super 8 Prince Albert** agrees to pay the following sponsorship fee to the City of Prince Albert:
  - i) January 1, 2023 a sum of Five Thousand Dollars (\$5,000.00) plus applicable GST for 2023.

The City of Prince Albert will issue invoices to **Super 8 Prince Albert** 30 days prior to the dates indicated above.

### ARTICLE 8: RIGHT OF RENEWAL

Upon the expiration of this agreement, subject to being in good standing, Super
 Prince Albert has the right to renew the agreement with the City of Prince Albert, subject to being negotiated 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 **Super 8 Prince Albert**, and shall be considered sufficient cause to terminate the agreement, specifically:
  - (a) If **Super 8 Prince Albert** 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 Super 8 Prince Albert, or if Super 8 Prince Albert becomes bankrupt or make 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 **Super 8 Prince Albert** by mailing through registered mail to **Super 8 Prince Albert** a notice in writing to that effect. Should sufficient cause continue for thirty (30) days after the City has given notice to **Super 8 Prince Albert**, all rights and privileges conferred on **Super 8 Prince Albert** 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 **Super 8 Prince Albert** 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 Super 8 Prince Albert (to remedy any situations) terminate the agreement if the City is of the opinion that the services supplied by Super 8 Prince Albert 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**

The rights and privileges of **Super 8 Prince Albert** may only be assigned upon the consent of the City.

### **ARTICLE 11: NOTICE**

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

## **Super 8 Prince Albert.:**

Attn: Jamie McGuin 4444 2<sup>nd</sup> Avenue West Prince Albert, SK. S6V 5R7 (306) 953-0088

### **ARTICLE 12: MODIFICATION**

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., 202
CITY OF PRINCE ALBERT
Per:
Per:
IN WITNESS WHEREOF Super 8 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., 202
SUPER 8 PRINCE ALBERT INC.
Per:
Per:

## **Sponsorship Agreement**

THIS AGREEN	IENT made effective as of the	_ day of	_, 202
BETWEEN:			
Т	THE CITY OF PRINCE ALBERT, in I	Prince Albert in the	
F	Province of Saskatchewan, hereinafte	er called "The City"	
	-and-		

**River Park Funeral Home** a body corporate, having an office in Prince Albert, in the Province of Saskatchewan, (hereinafter referred to as **River Park Funeral Home**)

**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 Sponsorship opportunities within the Cooke Municipal Golf Course, 900 22<sup>nd</sup> St., East.

**AND WHEREAS River Park Funeral Home** is interested in providing sponsorship to the Cooke Municipal Golf Course in exchange for certain promotional and marketing opportunities being made available to it.

**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 The City hereby grants to **River Park Funeral Home** permission and license to create, install and maintain signage on the 17<sup>th</sup> Hole at Cooke Municipal Golf Course for the purposes and pursuant to the terms and conditions as outlined in Article 3.1 herein.

### ARTICLE 2: CITY OF PRINCE ALBERT UNDERTAKINGS

- 2.1 The City of Prince Albert undertakes and agrees with **River Park Funeral Home** that, upon execution of this Agreement by both Parties, it shall do the following:
  - a) Provide space to install advertising at Cooke Municipal Golf Course at River Park Funeral Home cost as indicated in Section 3.1 below.
  - b) Provide 20 rounds of 18 holes of golf for each year of the agreement.

### ARTICLE 3: RIVER PARK FUNERAL HOME UNDERTAKINGS

- 3.1 **River Park Funeral Home** undertakes and agrees with the City that they shall create, install and maintain signage as follows on the 17<sup>th</sup> Hole at Cooke Municipal Golf Course:
  - a) **Cairn Signage** a 6" high X 15.5" long sign that will be part of the rock Cairn monument sign near the tee box of Hole 17.
  - b) **Bench Signage** a 3' high X 8' wide sign to be either on the front or the back of the bench located near the tee box of Hole 17.
  - c) **Hole Flag** logo to be imprinted on the flag that is 12" high X 18" wide for Hole 17.
  - d) **Scorecard Advertising** provide art work for a 56 mm X 108 mm full colour ad on the scorecards.
  - e) **2 Golf Cart Wraps** professionally designed wrap of 2 Golf Carts from the Cooke Municipal Golf Cart fleet.
  - f) **Pro Shop Sign –** a 10" tall X 23.5" wide sign to be affixed to the side of the Pro Shop at Cooke Municipal Golf Course.
  - g) **Website/Application** provide artwork and link to be used on <a href="https://www.cookegolf.ca">www.cookegolf.ca</a> and on the Cooke Golf Course App.
- 3.2 Any variation in the signage descriptions as listed above is to be approved by the City of Prince Albert.
- 3.3 **River Park Funeral Home** provides concepts and artwork to the City of Prince Albert for approval subject to Article 5.

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

- 4. **River Park Funeral Home** shall be responsible for the installation, maintenance and repair of all sign structures, specifically River Park Funeral Home 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 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, **River Park Funeral Home** shall have the exclusive right to display advertising on the signage within this agreement, specifically, **River Park Funeral Home** shall be required to:
  - (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**

This agreement is for a period of 3 years beginning January 1, 2023 through December 31, 2025.

### ARTICLE 7: SPONSORSHIP FEE

- 7 In consideration of the signage provided in Article 3.1, **River Park Funeral Home** agrees to pay the following sponsorship fee to the City of Prince Albert:
  - i) January 1, 2023 a sum of Five Thousand Dollars (\$5,000.00) plus applicable GST for 2023.
  - ii) January 1, 2024 a sum of Five Thousand Dollars (\$5,000.00) plus applicable GST for 2024.
  - iii) January 1, 2025 a sum of Five Thousand Dollars (\$5,000.00) plus applicable GST for 2025.

The City of Prince Albert will issue invoices to **River Park Funeral Home** 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, River Park Funeral Home has the right to renew the agreement with the City of Prince Albert, subject to being negotiated 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 **River Park Funeral Home**, and shall be considered sufficient cause to terminate the agreement, specifically:
  - (a) If **River Park Funeral Home** 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 River Park Funeral Home, or if River Park Funeral Home becomes bankrupt or make 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 **River Park Funeral Home** by mailing through registered mail to **River Park Funeral Home** a notice in writing to that effect. Should sufficient cause continue for thirty (30) days after the City has given notice to **River Park Funeral Home**, all rights and privileges conferred on **River Park Funeral Home** 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 **River Park Funeral Home** 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 River Park Funeral Home (to remedy any situations) terminate the agreement if the City is of the opinion that the services supplied by River Park Funeral Home 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**

The rights and privileges of **River Park Funeral Home** may only be assigned upon the consent of the City.

### **ARTICLE 11: NOTICE**

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

## **River Park Funeral Home:**

Attn: Lisa Bos-Atchison, 301 River Street West Prince Albert, SK. S6V 2Z3 (306) 764-2727

## **ARTICLE 12: MODIFICATION**

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.
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- 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., 2023		
CITY OF PRINCE ALBERT		
Per:		
Per:		
IN WITNESS WHEREOF River Park Funeral Home. has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this day of A.D., 2023.		
RIVER PARK FUNERAL HOME		
Per:		
Per:		



#### **RPT 23-58**

TITLE: Lease Agreement – Prince Albert Northern Bears U18 AAA Hockey Club

DATE: February 2, 2023

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

That a Lease Agreement between the City and the Prince Albert Northern Bears U18 AAA Hockey Club for storage space at the Art Hauser Centre be approved for an annual term effective the date of signing and thereafter continuing from year to year; subject to an annual review by December 1<sup>st</sup> of each year; and,

That the Mayor and City Clerk be authorized to execute the Lease Agreement on behalf of the City.

### **TOPIC & PURPOSE:**

The purpose of this report is to request approval for the Lease Agreement between the City and the Prince Albert Northern Bears U18 AAA Hockey Club.

### **BACKGROUND:**

City Administration is requesting that a formal Lease Agreement be executed with the Northern Bears outlining each parties' responsibilities related to the Northern Bears use of exclusive space at the Art Hauser Centre.

### PROPOSED APPROACH AND RATIONALE:

The planned expansion of the space between the City of Prince Albert Electrical Room and the Minto's Fitness Room will more than triple the existing storage space the Bears currently have. From the team's perspective, it's desperately needed to meet their current needs. Access to the room will be limited to team staff, coaches and limited board members (6 keys).

RPT 23-58 Page **2** of **3** 

The storage room will hold team supplies, game and practice jerseys, on ice and off ice game supplies, food preparation equipment/coolers and provide a very small space for coaches to prepare for practice and games. The space will be used during the hockey season and for special team events such as fall and spring camps.

The cost of upgrading this space is approximately \$6,500.00 with the Hockey Club covering all costs associated with the project.

The Lease Agreement is structured as follows:

- Continuous term subject to an annual review
- The City remains owner of the space leased to the Northern Bears
- In exchange for the Northern Bears funding the storage room improvements at the Art Hauser, the City will not charge any rent
- The Northern Bears still must pay regular rates for ice rentals
- Northern Bears have exclusive access to their storage room during regular building operating hours
- Northern Bears must operate the space without any additional cost to the City
- Space can only be used for team related events and cannot be sub-leased without City approval
- Northern Bears are responsible for all interior structural maintenance and any damages caused by their use of the building
- Northern Bears are responsible for janitorial duties and supplies within their exclusive areas
- Northern Bears are responsible for liability insurance in regards to their activities and also responsible for insuring any contents they store within their space
- Northern Bears have final approval in regards to requests to use their space
- The City is responsible for all HVAC, plumbing and heating maintenance and repairs
- The City has full access to the Northern Bears space for maintenance and inspection purposes
- The agreement will be terminated if the team dissolves or is no longer a member of the Saskatchewan U18 AAA hockey league
- The agreement may also be terminated with 6 months' notice by either party

RPT 23-58 Page **3** of **3** 

### **CONSULTATIONS:**

City Administration met with the Board of Directors of the Northern Bears to finalize the terms of the proposed agreement.

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

The Prince Albert Northern Bears and City arena staff will be notified once the agreement is approved.

### OTHER CONSIDERATIONS/IMPLICATIONS:

There are no other options to the recommendation and no OCP, Financial, Policy or Privacy Implications associated with the report.

### STRATEGIC PLAN:

The report aligns with the Strategic Priority of Delivering Professional Governance. More specifically, the partnership with the Prince Albert Northern Bears Hockey Club aligns with the Area of Focus related to an Engaged Government where the focus is to strengthen relationships with external organizations to share information and collaborate on projects and services.

### **PUBLIC NOTICE:**

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

### **ATTACHMENTS:**

- 1. Storage Room Addition City of Prince Albert Request
- 2. Prince Albert Norther Bears U 18 AAA Hockey Club Lease Agreement
- 3. Prince Albert Northern Bears U 18 AAA Hockey Club Storage Room Drawings

Written by: Curtis Olsen - Sport & Recreation Manager

Approved by: Director of Community Services and City Manager



## Prince Albert Northern Bears Hockey Club

Prince Albert Northern Bears AAA U-18 Female Hockey Club RR 5 Site 14 Box 32 Prince Albert, SK S6V 5R3 January 5, 2023

Curtis Olsen City of Prince Albert Prince Albert, SK

Dear Curtis;

Re: PA Northern Bears Storage addition

We would like to provide the following details for the proposed storage addition at the Art Hauser Center.

We have attached a set of current engineered drawings from Prakash Consulting detailing the design.

The general contractor will be Dale Martin, AMDC Masonry Contractors. Luc Robin and Tony Huet will be assisting with any electrical or plumbing requirements. All have current city business licenses.

We would plan to complete construction during the February break when there is a low user needs and construction would likely be completed in 24 to 48 hours. This will be subject to receiving city final approval and a building permit. The estimated cost are as follows:

Masonry work including materials, concrete, rebar etc: \$4,000.00

Floor removal and disposal: \$1,000.00

Electrical: \$250.00

Fire rated steel door, frame and hardware: \$1,000.00

Plumbing: Not required

Paint: \$250.00

Total estimated Cost: \$6,500.00

We have attached a copy of our current bank balance to provide assurance we can pay the costs.

The planned expansion of the storage room will more than triple the existing space and is desperately needed by the team. Access to the room will be limited to team staff, coaches and limited board members (6 keys). The storage room will hold team supplies, game and practice jerseys, on and off game supplies, food preparation equipment and coolers and also provide a very small space for coaches to prepare for practice and games. The space would be used during the active hockey season and for special team events such as fall and spring camps.

We will arrange for meeting with the City officials required for approval, the contractors and member from the team to ensure all requirements are understood and complied with.



# Prince Albert Northern Bears Hockey Club

We look forward to discussing this with you soon.

Please find attached the following materials:

Certified drawings Copy of the bank statement

Please contact us if you have any questions or have concerns or require more information.

Sincerely,

Laurie Huet Board President, Prince Albert Northern Bears (306) 940 8887 tlhuet@sasktel.net

## LEASE AGREEMENT

**THIS AGREEMENT** made in duplicate this day of

A.D., 2023.

**BETWEEN:** 

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

- and -

PRINCE ALBERT NORTHRTN BEARS U 18 AAA HOCKEY CLUB, a registered minor hockey organization, operated by a Board of Directors, in the Province of Saskatchewan, (hereinafter called "the Tenant").

**WHEREAS** the Landlord, as the registered owner of certain land, buildings and fixtures known as the Art Hauser Centre, will lease a portion of the Art Hauser Centre to the Tenant on a long-term basis.

**AND WHEREAS** the leased portion of the Art Hauser Centre are identified in Schedule "A" and mutually referred to as the "Bears Storage Room",

**AND WHEREAS** the Tenant has agreed that the Art Hauser Centre is utilized solely for the purpose of hockey operations to the Tenant or to their members and provided that the Tenant continue to be an active team in the City of Prince Albert and participating in the Saskatchewan U 18 AAA Hockey League and shall not be in breach of the terms and conditions herein expressed.

**NOW THEREFORE**, this indenture witnessed 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 on the following terms and conditions:

### 1. TERM

a) The Tenant agrees with the Landlord to lease and operate the facilities upon the terms and conditions hereinafter set forth for a period commencing on the 1<sup>st</sup> day of January A.D., 2023 and thereafter continuing from year to year; subject to annual review by December 1<sup>st</sup> of each year and subject to earlier termination as hereinafter provided.

## 2. TENANT'S LEASE OBLIGATIONS

- a) The Tenant agrees to occupy the said facilities in accordance with all regulations, resolutions, bylaws or directives issued from time to time by the City of Prince Albert and comply with all regulations, codes, licenses, bylaws, statutes, laws or ordinances by federal, provincial, municipal or order with respect to the condition, equipment and use of facilities.
- b) The Tenant agrees to lease the said facilities without cost to the City except for costs assumed by the City as prescribed in this Agreement.
- c) The Tenant agrees to lease the facilities for the term of this Agreement subject to the statutory conditions described in <a href="The Landlord and Tenants">The Landlord and Tenants</a> Act including such other terms and conditions as hereinafter provided.
- d) The Tenant agrees that the leased portions within the Art Hauser Centre are the primary and exclusive responsibility of the Tenant, with the applicable conditions of use outlined as follows:

## Bears Storage Room

- i. Primary use is for storage of team related equipment and supplies.
- ii. Access to the room shall only be during the regular facility operating hours. Additional access must be approved by the Landlord.
- e) The Tenant shall be responsible for the conduct of its members during its scheduled use of the Leased portions of the Art Hauser Centre and agrees that it shall enforce all facility rules and regulations as provided by the Landlord.
- f) The Tenant agrees not to do nor permit to be done upon the Leased portion of the Art Hauser Centre, anything which might reasonably be deemed to be a nuisance, annoyance, inconvenience or damage to the Landlord or the owners or occupiers of the premises.
- g) The Tenant agrees to keep the leased space in a good and safe state of repair, normal wear and tear only excepted.
- h) The Tenant agrees that all interior structural components and fixtures of the leased portions of the Art Hauser Centre shall be repaired and maintained at their own expense. In the event the Landlord is of the opinion that the Tenant is in breach of this clause, they may forward written notice of the same to the Tenant stipulating the said default is repaired or maintained within thirty (30) days of receipt of the notice. If the Tenant refuses or neglect to remedy the default within the timeframes, the Landlord may complete the repairs or maintenance and the costs of the same shall constitute a debt owing by the Tenant to the Landlord payable immediately upon demand.
- i) The Tenant shall be responsible for all damages which may be caused to the leased portions of the Art Hauser Centre by its members, associates, or by the members of the public attending any of the functions arranged by the

Tenant or coming to the said building at the invitation or with the permission of the Tenant and shall repair all such damages immediately after the same are discovered or caused. If the Tenant refuses or neglects to repair the building, the City of Prince Albert may complete the repairs or maintenance and the costs of the same shall constitute a debt owing by the Tenant to the Landlord payable immediately upon demand.

- j) The Tenant agrees to keep and maintain the leased premises, at its own expense, in a clean and tidy condition and to ensure all work of a janitorial nature is properly and consistently executed.
- k) The Tenant agrees to obtain prior authorization in writing by the Landlord for any construction, remodelling, alterations, or additions of or to the said facilities. All such changes and alterations shall comply with the applicable federal, provincial and municipal acts, regulations, codes and bylaws and shall be performed to such reasonable standards as the Building Inspector for the City may require.
- I) The Tenant shall maintain such furniture, fixtures and equipment within the Leased portions of the Art Hauser Centre as it may require for its business therein, and, may remove those items of furniture, fixtures and equipment upon termination of the Lease as agreed to by the parties upon, and in the event of such removal, the Tenant shall repair any structural damage caused to the Leased Premises to the satisfaction of the Landlord.
- m) The Tenant agrees to pay and discharge as soon as due, all charges for telephone, computer, internet or any other technical services required by the Tenant. If any services are connected to Art Hauser Centre infrastructure, the Landlord must grant written permission prior to work being completed.

- n) The Tenant agrees 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 or any substances used in the day to day operations of the Tenant or any expense that may be suffered or incurred.
- o) The Tenant agrees not to assign or sublet or part with the possession of the Art Hauser Centre 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.
- p) The Tenant agrees 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.
- q) The Tenant agrees that the Landlord will be provided with one (1) set of keys for the Leased portions of the Art Hauser Centre and all facility keys used by the Tenant shall remain the property of the Landlord. The Tenant further agrees not to allow any keys to be copied and to promptly report any loss of keys to the Landlord and also agrees to return all keys issued by the Landlord upon demand. In the event of failure or refusal to comply with this provision, the Tenant agrees that it shall be liable to pay to the Landlord all costs associated with changing locks to ensure security of the facility occasioned by the said failure or refusal.
- r) The Tenant agrees to be responsible for all associated costs for improper entry into the facility that results in damages or dispatch costs being issued to the Landlord.
- s) The Tenant agrees to comply with all fire and health code regulations and to comply promptly, at its own expense, with all laws, ordinances,

- regulations, requirements of municipal and other authorities thereto, and all notices in pursuance of same, served upon the Landlord or Tenant.
- t) The Tenant may not display such signs on the interior and exterior of the leased portions of the Art Hauser Centre without approval by the Landlord, and they shall remain the property of the Tenant and be removed by them upon the termination of the term hereby granted.
- u) The Tenant agrees to obtain the following insurance coverage 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 Tenant, jointly and severally.
  - Comprehensive General Liability coverage through the Saskatchewan Hockey Association that includes Director and Officer Liability coverage in an amount of not less than five million dollars (\$5 million) per occurrence.
  - ii. Insurance coverage for the contents owned by the Tenant and located in the leased portions of the Art Hauser Centre.
- v) The Tenant agrees to not knowingly do or suffer to be done anything on the leased premises which may cause to render void policies of insurance issued with respect to the leased premises, or which may cause the premiums paid therefore to be unduly increased, unless with the written consent of the City.
- w) The Tenant agrees to give prompt notice of any occurrence arising from the use and operation of the leased facilities to the Landlord and assist the Landlord by every means in order to obtain payment for damages to property, or assist in the investigation of any occurrence from the use or operation of said facilities, in the event of any loss or damage occurring to or arising from the use of the facilities or the complex thereon.

- x) The Tenant agrees to not sell or dispose of any property belonging to the Landlord, it being understood and agreed that any approved improvements or upgrades added to the facilities shall form part of the property owned by the Landlord.
- y) The Tenant agrees to permit the Landlord, its officials, employees and agent's free access to any and every part of the leased premises for inspection purposes subject to reasonable notice.
- z) The Tenant agrees to allow the Landlord the right to close any portion of the leased premises in the case of an emergency without notice.

#### 3. LANDLORD'S LEASE OBLIGATIONS

- a) The Landlord shall remain the owner of the Art Hauser Centre thereon on the tax roll of the Municipality. The Tenant shall not be liable to pay for any local improvements assessment or property taxes upon the Land, provided that in lieu of the Tenant bearing the cost of completing the general repairs required under this agreement, the Landlord agrees to accept such expenditures as payments made by the Tenant in satisfaction of its obligations under Section 261 of the Cities Act.
- b) The Landlord agrees to pay the cost of heating, lighting, power and water used for the facilities, provided that the Tenant exercises reasonable economies in the use of the utilities so provided.
- c) The Landlord agrees that the Tenant will have final approval on requests to use the Leased Area for special events held at the Art Hauser Centre.
- d) The Landlord agrees to provide, maintain and repair suitable and adequate cooling and ventilation equipment, heating apparatus, pipes and equipment for supplying ventilation and heat to the Leased portions of the Art Hauser Centre.

- e) The Landlord agrees to ensure that the drains, plumbing, electric wiring, gas lines, heating and lighting systems therein, are in good and substantial repair.
- f) The Landlord agree to maintain and pay for, the necessary insurance for property attached to or forming part of the said buildings, fixtures and chattels against loss of fire and other perils, and other coverage that may be available under a Comprehensive General Liability.
- g) The Landlord will adhere to regular mandatory fire and public health inspections with all inspection results provided to the Tenant upon request.
- h) The Landlord agrees that upon the Tenant complying with the terms and conditions of this Agreement herein set forth, the Tenant shall and may peacefully possess and enjoy the Leased portions of the Art Hauser Centre for the term granted without any interruption or disturbance by the Landlord.

#### 4. COMPLIANCE AND INDEMNIFICATION

The Tenant specifically covenants and agrees:

a) To indemnify and save harmless the Landlord from and against all or 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 any injury or damage to any persons or to any goods and chattels contained in, upon or about the leased premises relating to or arising out of the Tenant's occupation of the leased premises or that of the Tenant's invitees, subtenants, licensees, employees, volunteers or agents during the term of this Lease, unless caused by negligence of the Landlord, its agents or servants, it being understood and agreed that the Landlord shall be subrogated to any rights of the Tenant against any third parties in respect of matters for which the Tenant is to indemnify the City.

- b) To expressly acknowledge and agree that it has no authority to act as an agent of the Landlord and will not hold itself out as such an agent. Not to limit the generality of the foregoing, the Tenant agrees that it shall not in any manner pledge the credit of the Landlord or in any manner encumber real or chattel property of the Landlord.
- c) To indemnify and save harmless the Landlord from all debts, actions, causes of action, claims, damages, costs and damages for, upon or arising out of the Tenant's operation of the facilities of the complex thereon, the programs operated or any occurrences whatsoever arising out of the Tenant's breach of subsection (b) of this clause or its advertent or inadvertent negligence in the operation of the facilities or the complex thereon, the programs operated, or any occurrences whatsoever arising out of the matters referred to in this Agreement. If the Landlord shall at any time be called upon to pay or does pay any debt or liability arising as aforesaid, then the said amount shall be payable by the Tenant to the Landlord upon demand.

#### 5. REFERENCE AND ASSIGNMENT

a) The terms "Landlord" and "Tenant" and references thereto shall include the executors, administrators, directors, members, (successors in the case of a corporation) and permitted assignees of the Landlord and Tenant respectively. This Agreement may not be assigned unless the written permission of the Landlord by resolution of the Council of the City is first had and obtained.

## 6. DEFAULT AND TERMINATION

a) If the Tenant refuses neglects or omits to perform any of its obligations contained in this Agreement, the Landlord may give notice to the Tenant

- specifying the nature of the default. Such notice shall require the Tenant to remedy its default or to provide the Landlord with a schedule for the remedying of such default within fourteen (14) days of service of the default.
- b) Should the Tenant fail to commence to remedy its default or provide the Landlord with an acceptable schedule for remedying such default then the Landlord:
  - i. may remedy the default;
  - ii. shall be entitled to recover the costs of remedying the default; and
  - iii. in addition to all other remedies available at law, shall be recoverable from the Tenant as a debt, payable on demand, and if unpaid, payment may be enforced in the same manner as arrears of rent.
- c) The parties agree that it shall be lawful for the Landlord to enter upon the leased premises to have, possess and enjoy, as if this Agreement had not been made, in the following circumstances:
  - The Tenant declaring that they have dissolved and are no longer a member of the Saskatchewan Midget AAA Hockey League;
  - ii. The Tenant failing to comply with the terms of this Agreement within a period of thirty (30) days subsequent to receipt of notice from the Landlord to rectify such breach;
  - iii. The Tenant failing to comply with the terms of any Bylaws or Provincial or Federal Acts or Regulations governing the rights of the users of the facilities; or
- d) On the Landlord becoming entitled to re-enter the leased premises, the Tenant agrees that the Landlord shall not be liable for any prosecution or claim for such re-entry and the Landlord may re-let the leased premises and

be entitled to receive any rents thereof.

- e) On the Landlord becoming entitled to re-enter the leased premises under the provisions of this Agreement, the Landlord, in addition to all other rights, shall have the option to terminate this Lease forthwith by notice, which option may be exercised by the City Manager. The Tenant shall have the right to appeal the decision of the City Manager to City Council at any meeting within one (1) month of the giving of notice by the City Manager, and the decision of the majority of Councillors in attendance shall be final.
- f) In addition to the other provisions regarding termination of this Agreement, this Agreement may be terminated upon six (6) months written notice prior to the end of the term hereof or any term of renewal by either party to the other.
- g) 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.

#### 7. NOTICE

a) Any notice, request or demand herein provided for shall be sufficiently given or made if mailed by ordinary mail in the City of Prince Albert, in the Province of Saskatchewan, postage prepaid, addressed to the City at:

City of Prince Albert c/o Director of Community Services 1084 Central Avenue Prince Albert, Saskatchewan, S6V 7P3

b) Any notice mailed as aforesaid shall be conclusively deemed to have been given on the second business day following the day on which it was mailed

or posted. The Tenant may at any time give notice in writing to the City any address which it desires notices to be directed to and thereafter all notices shall be mailed to the new address so notified.

## 8. RELATIONSHIP CREATED

a) It is understood and agreed that any 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 described in this agreement.

#### 9. AMENDMENT OF LEASE

a) 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 assignees.

# 10. TERMS, COVENANTS AND CONDITIONS INVALID

a) 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; and each term, covenant or condition of this Lease shall be valid and shall be enforceable to the fullest extent permitted by law. All of the provisions of this Lease are to be construed as covenants and agreement as though the words importing such covenants and agreements were used in each separate paragraph hereof.

#### 11. GOVERNING LAW

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

#### **12. ENTIRE AGREEMENT**

a) This Lease Agreement contains the entire agreement between the Parties and it is admitted so that they shall be forever stopped 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.

#### 13. ENUREMENT

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

#### 14. PARAGRAPH HEADINGS

a) Paragraph headings contained in this Lease are inserted herein only for reference purposes and in no way define, limit or describe the scope or intent of this Lease nor affect its terms and provisions.

#### 15. EFFECTIVE DATE

a) This Agreement, effective January 1<sup>st</sup>, 2023, shall supersede and be in replacement of all other subsisting Agreements which may have been executed previous to this Agreement.

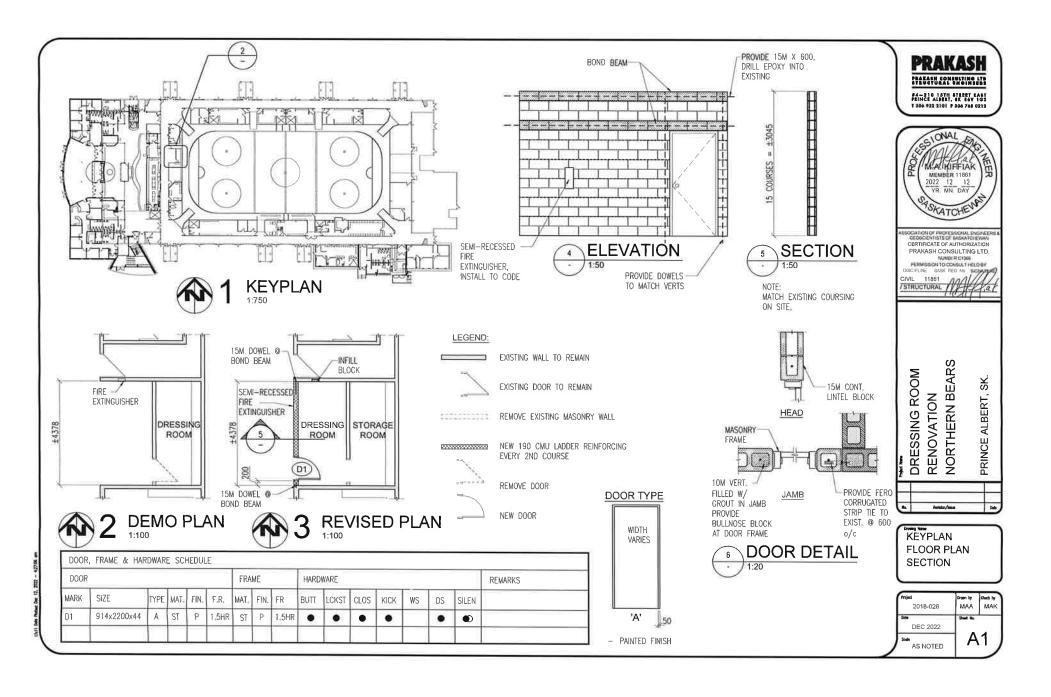
IN WITNESS WHEREO	<b>F</b> the City of Prin	ce Albert has hereunto affixed its
corporate seal, duly witne	essed by the hands	s of its proper officers in that behalf,
duly authorized this	day of	A.D., 2023.
		THE CITY OF PRINCE ALBERT
		MAYOR
		CITY CLERK
IN WITNESS WHEREOF the	e Prince Albert Mi	ntos AAA Midget Hockey Club has
affixed its corporate seal as	duly witnessed by	the hands of its proper officers in
that behalf, duly authorized t	his day of	A.D., 2023.
PRINCE ALBE	RT NORTHERN E	BEARS U 18 AAA HOCKEY CLUB

# CANADA

PROVINCE OF SASKATCHEWAN TO WIT:

# **DECLARATION**

	I,, of the City of Prince Albert, in
the Pro	ovince of Saskatchewan, DO SOLEMNLY DECLARE:
1.	That I have been appointed by the Board of Directors as an Officer of(name of Corporation).
2.	That, pursuant to the Corporation's Bylaws and/or Board Resolution, I am authorized by the Corporation to execute all contracts, documents or instruments in writing generally required by the corporation, or to sign specific contracts, documents or instruments in writing, and all such contracts, documents or instruments in writing so signed are binding upon the Corporation without any further authorization or formality.
3.	That I have been specifically authorized to execute the within or annexed document.
4.	I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.
City of	ARED BEFORE ME at the Prince Albert, in the Province katchewan, this day
of	, A.D., 20
in and	MMISSIONER FOR OATHS for the Province of Saskatchewan. mmission expires:





#### **RPT 23-59**

TITLE: 2022 Audit Engagement Letters

DATE: February 2, 2023

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATIONS:**

1) That the following engagement letters between the City and MNP be approved:

- a) The audit of the annual consolidated financial statements of the City of Prince Albert for the year ending December 31, 2022; and
- b) The audit of financial information consisting of the Municipal Annual Expenditure Report (MAER) of the City of Prince Albert as at December 31, 2022.
- 2) That the Mayor and City Clerk be authorized to execute the engagement letters on behalf of the City.

#### **TOPIC & PURPOSE:**

To approve the engagement letters between the City and MNP for the audit of the annual consolidated financial statements of the City of Prince Albert for the year ending December 31, 2022, and the audit of financial information consisting of the Municipal Annual Expenditure Report (MAER) of the City of Prince Albert as at December 31, 2022.

#### **BACKGROUND:**

A Report was forwarded to the September 26, 2022 City Council meeting regarding the Request for Proposal for the Audit of the Annual Financial Statements for five years commencing the year ended December 31, 2022.

RPT 23-59 Page **2** of **6** 

Council approved the following motion:

# Audit of Annual Financial Statements RFP 29/22 Results (RPT 22-312)

"That the Request for Proposal No. 29 of 2022 for the Audit of Annual Financial Statements be awarded to Meyers Norris Penny Limited Liability Partnership, for a five (5) year term from December 31, 2022 to December 31, 2026."

MNP has been awarded the Audit for the next five years.

#### PROPOSED APPROACH AND RATIONALE:

The audit service plan was presented to Council by MNP and is specifically for the audit of consolidated financial statements.

The purpose of presenting the audit service plan is to communicate to Council that they need relevant, reliable and independently audited financial information to make strategic business decisions with confidence. MNP will deliver meaningful, reliable financial information to fulfill Council's compliance obligations.

Timing of the audit as per the audit service plan: Based on the audit planning performed and areas of audit risks identified, the following timelines for key deliverables have been discussed and agreed upon with management:

Key Deliverable	Expected Date
Final Approval by City Council for the 2022 Engagement Letters	Monday, February 13, 2023
Interim Procedures	Dec 5, 2022 to Dec 9, 2022
Year-end Fieldwork Procedures	March 27, 2023 to March 31, 2023
Draft year-end Financial Statements to be discussed with Management	April 2023
Presentation of December 31, 2022 Audit Findings Report to Executive Committee	May 2023
Issuance of Independent Auditor's Report	May 2023

RPT 23-59 Page **3** of **6** 

As per the attached Engagement Letters, the responsibility, objective and scope of MNP includes the following:

"Our audit will be planned and performed to obtain reasonable assurance that the consolidated financial statements taken as a whole are free of material misstatement, whether caused by fraud or error. If any of the following matters are identified, they will be communicated to the appropriate level of management:

Misstatements, resulting from error, other than immaterial misstatements;

Fraud or any information obtained that indicates that a fraud may exist;

Material uncertainties related to events or conditions that may cast significant doubt on the entity's ability to continue as a going concern;

Any evidence obtained that indicates non-compliance or possible non-compliance with laws and regulations has occurred;

Significant deficiencies in the design or implementation of controls to prevent and detect fraud or misstatements; and,

Related party transactions identified that are not in the normal course of operations and that involve significant judgments made by management concerning measurement or disclosure.

The matters communicated will be those that we identify during the course of our audit. Audits do not usually identify all matters that may be of interest to management in discharging its responsibilities. The type and significance of the matter to be communicated will determine the level of management to which the communication is directed.

Furthermore, we will consider the City's controls over financial reporting for the purpose of identifying types of potential misstatement, considering factors that affect the risks of material misstatement, and determining the nature, timing and extent of auditing procedures necessary for expressing our opinion on the consolidated financial statements. This consideration will not be sufficient to enable us to render an opinion on the effectiveness of controls over financial reporting nor to identify all significant deficiencies in the City's system of financial controls."

RPT 23-59 Page **4** of **6** 

# **POLICY IMPLICATIONS:**

The Cities Act, Division 10, Annual Financial Statements and Auditor's Report.

#### COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Completed audits will be presented to City Council as information.

#### **POLICY IMPLICATIONS:**

The Cities Act, Division 10, Annual Financial Statements and Auditor's Report.

#### FINANCIAL IMPLICATIONS:

The cost of the 2022 audits will be \$79,921. This amount excludes the GST. Any change to the scope of the audit could affect the total cost.

There are no expected changes to the scope of the audits and the 2023 budget includes the cost for the audits.

The proposal for the annual Audit included fees for a five (5) year term, includes professional fees for audit and support staff, and administrative fees.

# Audit of Municipal Annual Expenditure Report (MAER)

Under the terms and conditions of the Municipal Canada Community Building Fund Agreement, municipalities with active projects under the federal Canada Community Building Fund program are required to submit a Municipal Annual Expenditure Report (MAER). To be compliant with the terms and conditions of this agreement, municipalities are required to:

- Complete the 2022 MAER template; and
- Provide an independent auditor's report on the MAER.

The Audited MAER Report is due to the Province on or before March 31, 2023. The audited MAER should be submitted by the March 31<sup>st</sup> deadline, as future payments to our municipality under the federal Canada Community Building Fund will depend on the receipt of an acceptable MAER. This deadline is always met by our Administration and Auditor.

As per approved Request for Proposal No. 29 of 2022, the cost for the Audit of the Municipal Annual Expenditure Reports are as follows.

RPT 23-59 Page **5** of **6** 

## Combined Cost: Audit Plan for Consolidated Financial Statements and MAER Report

The combined cost for the Audit of the Annual Consolidated Financial Statements and the Audit of the Municipal Annual Expenditure Reports are as follows:

	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026
Audit of Financial Statements	\$81,085	\$85,095	\$89,280	\$93,698	\$98,348
Audit of Municipal Annual Expenditure Report (MAER)	\$2,616	\$2,906	\$3,197	\$3,488	\$3,779
Less GST	(\$3,780)	(\$3,974)	(\$4,176)	(\$4,390)	(\$4,613)
TOTAL AUDIT COSTS	\$79,921	\$84,027	\$88,301	\$92,796	\$97,514

Below is the proposed Budget for the next five (5) year term for the year ending December 31, 2022 to the year ending December 31, 2026. The cost includes the Audit of the Annual Financial Statements and the Audit of the Municipal Annual Expenditure Report (MAER), excluding GST costs. The below numbers match the previous chart on combined costs, and excludes GST:

2023 Budget	\$79,921
2024 Budget	\$84,027
2025 Budget	\$88,301
2026 Budget	\$92,796
2027 Budget	\$97,514
Total	\$442,559

The above budget for Year 2023 was approved by the Budget Committee at Budget Deliberations.

#### OTHER CONSIDERATIONS/IMPLICATIONS:

There are no further options for consideration or any Official Community Plan, Policy or Privacy implications.

#### STRATEGIC PLAN:

This recommendation aligns with the strategic goal of organizational effectiveness – develop timely and relevant internal financial reporting. The audit forms the basis of financial reporting for the City by providing an external, third party opinion, on the material accuracy of the financial statements.

RPT 23-59 Page **6** of **6** 

#### **OPTIONS TO RECOMMENDATION:**

That Council provide further direction to administration or the auditors to change the scope of the engagement. This is not recommended as it could result in potential delays and additional costs for the audits.

## **PUBLIC NOTICE**

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

### **ATTACHMENTS:**

- 1. 2022 Audit Engagement Letter
- 2. 2022 MAER Audit Engagement Letter

Written by: Briane Vance, Senior Accounting Manager

Approved by: Director of Financial Services & City Manager

# Signature Required Please sign and return to MNP



January 30, 2023

City of Prince Albert 1084 Central Avenue Prince Albert, SK S6V 7P3

Attention: Terri Mercier, City Clerk

Dear Sirs/Mesdames:

This letter will confirm the arrangements discussed with you regarding the services we will render to City of Prince Albert (the "City") commencing with the fiscal year ending December 31, 2022.

#### Our responsibilities

We will audit the consolidated financial statements of City of Prince Albert and its subsidiaries for the year ended December 31, 2022.

Our audit will be conducted in accordance with Canadian generally accepted auditing standards. Accordingly, we will plan and perform our audit to obtain reasonable, but not absolute, assurance that the consolidated financial statements taken as a whole are free of material misstatement, whether caused by fraud or error.

Our responsibilities, objective, scope, independence and the inherent limitations of an audit conducted in accordance with Canadian generally accepted auditing standards are detailed in Appendix A, which forms part of our mutual understanding of the terms of this engagement.

#### Management's responsibilities

The operations of the City are under the control of management, which has responsibility for the accurate recording of transactions and the preparation of the consolidated financial statements in accordance with Canadian public sector accounting standards. This includes the design, implementation and maintenance of internal controls relating to the preparation and presentation of the consolidated financial statements.

Appendix B, which describes in detail management's responsibilities with respect to this engagement, forms part of our mutual understanding of the terms of this engagement.

#### Reporting

Unless unanticipated difficulties are encountered, our report will be substantially in the form illustrated in Appendix C.

MNP LLP

101 - 1061 Central Avenue, Prince Albert SK, S6V 4V4

855.667.3310 T: 306.764.6873 F: 306.763.0766



#### Tax services

As agreed, we will also prepare the following corporate income tax return for the City:

• Federal Corporation Income Tax Return (T2).

Canadian income tax returns are generally due within six months of the City's year-end. Failure to file on a timely basis can result in penalty and interest charges.

We will prepare the corporate tax return based on information provided by you, as well as through our discussions with management personnel. We will not audit, review or otherwise attempt to verify the accuracy or completeness of such information.

We, as tax preparers, are required by legislation to electronically file all corporate income tax returns with the Canada Revenue Agency for taxation periods beginning on and after January 1, 2012 (certain exceptions apply for returns not eligible for electronic filing). When the return is complete, we will provide you with Form T183CORP *Information Return for Corporations Filing Electronically*, which must be reviewed and signed by an authorized signing officer to certify the information reported on the income tax return and to authorize MNP to electronically submit the return on your behalf

#### Fees and expenses

Our fees and expenses are discussed in detail in Appendix D.

#### Other matters

We will, as permitted by the Rules of Professional Conduct, provide additional services upon request, in areas such as taxation, leadership and human resource management, communication, marketing, strategic planning, financial management and technology consulting.

Our standard terms and conditions, included as Appendix E, form part of our mutual understanding of the terms of this engagement. In the event that you choose to terminate this engagement based on the terms outlined in Appendix E, we reserve the right to notify all financial statement users of the change.

These terms will continue in effect from year to year, unless changed in writing.

We believe the foregoing correctly sets forth our understanding, but if you have any questions, please let us know. If you find the arrangements acceptable, please acknowledge your agreement to the understanding by signing and returning the engagement letter to us.

It is a pleasure for us to be of service to you. We look forward to many years of association with you and City of Prince Albert.

Sincerely,

**Chartered Professional Accountants** 

encls.

R	FC	PO	N	ς	F٠

This letter correctly sets forth the understanding of City of Prince Albert.

LEASE SIGN HERE	Mayor
Officer Signature	Title
PLEASE SIGN HERE	City Clerk
Officer Signature	Title

# Appendix A: Our Audit Responsibilities, Objective, Scope and Limitations

The following details our responsibilities as auditors and the objective, scope, independence and inherent limitations of an audit conducted in accordance with Canadian generally accepted auditing standards.

#### Our responsibilities, objective and scope

Our audit will be planned and performed to obtain reasonable assurance that the consolidated consolidated financial statements taken as a whole are free of material misstatement, whether caused by fraud or error. If any of the following matters are identified, they will be communicated to the appropriate level of management:

- Misstatements, resulting from error, other than immaterial misstatements;
- Fraud or any information obtained that indicates that a fraud may exist;
- Material uncertainties related to events or conditions that may cast significant doubt on the entity's ability to continue as a going concern;
- Any evidence obtained that indicates non-compliance or possible non-compliance with laws and regulations has occurred;
- Significant deficiencies in the design or implementation of controls to prevent and detect fraud or misstatements; and,
- Related party transactions identified that are not in the normal course of operations and that involve significant judgments made by management concerning measurement or disclosure.

The matters communicated will be those that we identify during the course of our audit. Audits do not usually identify all matters that may be of interest to management in discharging its responsibilities. The type and significance of the matter to be communicated will determine the level of management to which the communication is directed.

Furthermore, we will consider the City's controls over financial reporting for the purpose of identifying types of potential misstatement, considering factors that affect the risks of material misstatement, and determining the nature, timing and extent of auditing procedures necessary for expressing our opinion on the consolidated financial statements. This consideration will not be sufficient to enable us to render an opinion on the effectiveness of controls over financial reporting nor to identify all significant deficiencies in the City's system of financial controls.

#### Independence

The Rules of Professional Conduct require that we are independent when conducting this engagement. We will communicate to the Mayor and City Council any relationships between the City (including related entities) and MNP LLP ("MNP") that, in our professional judgment, may reasonably be thought to bear on our independence.

Further, we will confirm in writing our independence with respect to the City.

If matters should arise during this engagement that can reasonably be assumed to have impaired our independence, we may need to withdraw from this engagement.

# Appendix A: Our Audit Responsibilities, Objective, Scope and Limitations (continued from previous page)

#### **Audit limitations**

An audit involves performing procedures to obtain audit evidence regarding the amounts and disclosures in the consolidated financial statements. This includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation, structure and content of the consolidated financial statements, including disclosures.

It is important to recognize that an auditor cannot obtain absolute assurance that material misstatements in the consolidated consolidated financial statements will be detected because of factors such as the use of judgment, selective testing of data, inherent limitations of controls, and the fact that much of the audit evidence available is persuasive rather than conclusive in nature.

Furthermore, because of the nature of fraud, including attempts at concealment through collusion and forgery, an audit designed and executed in accordance with Canadian generally accepted auditing standards may not detect a material misstatement due to fraud.

While effective controls reduce the likelihood that misstatements will occur and remain undetected, they do not eliminate that possibility. Therefore, we cannot guarantee that fraud, misstatements and non-compliance with laws and regulations, if present, will be detected when conducting an audit in accordance with Canadian generally accepted auditing standards.

The audit of the consolidated consolidated financial statements and the issuance of our audit opinion are solely for the use of the City and those to whom our report is specifically addressed. We make no representations of any kind to any third party in respect of these consolidated financial statements and we accept no responsibility for their use by any third party. If our name is to be used in connection with the consolidated consolidated financial statements, you will attach our independent audit report when distributing the consolidated consolidated financial statements to third parties.

We ask that our names be used only with our consent and that any information to which we have attached a communication be issued with that communication unless otherwise agreed to by us.

# **Appendix B: Management Responsibilities**

During the course of our audit, you will be required to provide and make available complete information that is relevant to the preparation and presentation of the consolidated consolidated financial statements, including:

- Financial records and related data, including data relevant to disclosures made in the consolidated consolidated financial statements;
- Copies of all minutes of meetings of council and committees of council;
- Access to personnel to whom we may direct our inquiries;
- Information relating to any known or possible instances of non-compliance with laws, legislative or regulatory requirements (including financial reporting requirements);
- Information relating to all related parties and related party transactions; and,
- Allowing access to those within the entity from whom the auditor determines it necessary to obtain audit
  evidence.

Management's responsibility with respect to fraud and misstatement includes:

- The design and implementation of controls for its prevention and detection;
- An assessment of the risk that the consolidated consolidated financial statements may be materially misstated;
- Disclosure of situations where fraud or suspected fraud involving management, employees who have significant roles in controls, or others, where the fraud could have a material effect on the consolidated consolidated financial statements, have been identified or allegations have been made; and,
- Communicating your belief that the effects of any uncorrected consolidated consolidated financial statement misstatements aggregated during the audit are immaterial, both individually and in the aggregate, to the consolidated consolidated financial statements taken as a whole.

In accordance with Canadian generally accepted auditing standards, we will request a letter of representation from management at the close of our audit in order to confirm oral representations given to us and reduce the possibility of misunderstanding concerning matters that are the subject of the representations. These representations are used as evidence to assist us in deriving reasonable conclusions upon which our audit opinion is based.

If the City plans any reproduction or publication of our report, or a portion thereof, printer's proofs of the complete documents should be submitted to us in sufficient time for our review, prior to making such documents publicly available. It will also be necessary for you to furnish us with a copy of the printed report. Further, it is agreed that in any electronic distribution, for example on City of Prince Albert's website or on designated public document databases such as SEDAR, management is solely responsible for the accurate and complete reproduction of our report and the subject matter on which we reported, and for informing us of any subsequent changes to such documents. However, we are responsible to read the documents to ensure accuracy, and consider the appropriateness of other information accompanying the audited consolidated consolidated financial statements, upon initial posting.

# Appendix C: Illustrative Independent Auditor's Report

To His Worship the Mayor and Council of the City of Prince Albert:

#### Opinion

We have audited the consolidated financial statements of the City of Prince Albert (the "City"), which comprise the consolidated statement of financial position as at December 31, 2022, and the consolidated statements of operations and accumulated surplus, change in net financial debt, cash flows and the related schedules for the period then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of the City as at December 31, 2022, and the results of its consolidated operations, changes in its net debt and its consolidated cash flows for the period then ended in accordance with Canadian public sector accounting standards.

#### **Basis for Opinion**

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are independent of the City in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

# Responsibilities of Management and the Mayor and Council for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the City's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the City or to cease operations, or has no realistic alternative but to do so.

Mayor and Council are responsible for overseeing the City's financial reporting process.

#### Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

# Appendix C: Illustrative Independent Auditor's Report (continued from previous page)

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that
  are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness
  of the City's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based
  on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that
  may cast significant doubt on the City's ability to continue as a going concern. If we conclude that a material
  uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the
  consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our
  conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future
  events or conditions may cause the City to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the consolidated financial information of the entities or business activities within the City to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Prince Albert, Sas	katchewan	
Date		Chartered Professional Accountants

# **Appendix D: Fees and Expenses**

Our fees are determined on the basis of time spent on the engagement at the tariff rates of various members of our team. Any disbursements will be added to the billing.

The fees for the audit and tax return preparation services to be provided have been set out in our 2022 pricing proposal and will be \$81,085, consisting of audit fees of \$69,000, tax return preparation fees of \$750, administrative fee of \$3,488, GST of \$3,662, and PST of \$4,185.

Invoices will be rendered as work progresses in accordance with the following schedule:

Progress billing #1 - completion of audit planning and interim fieldwork	26,738
Progress billing #2 - completion of year-end fieldwork	26,738
Final billing - upon release of the Independent Auditor's Report	27,609

In signing this letter, you acknowledge your approval of the above billing schedule and amounts. Invoices expected to be issued that do not adhere to this schedule, or are in excess of the amounts noted above, will be discussed with you for your approval. Fees collected will be applied to overdue invoices first, followed by subsequently issued invoices in order of issuance. If payment is not received in accordance with the above schedule, we will at our discretion cease all work until the scheduled payments are received.

Our estimated fees are based on our past experience and our knowledge of the City. This estimate relies on the following assumptions:

- No significant deficiencies in internal controls which cause procedures to be extended;
- No major unadjusted misstatement(s) or un-reconciled balances;
- Significantly all adjusting entries are completed prior to trial balance and journal entries being provided to the audit team:
- All management and required staff are available as needed;
- Information and working papers required, as outlined in our letter of fiscal year-end requirements, are provided in the mutually agreed form and timing; and,
- There are no changes to the agreed upon engagement timetable and reporting requirements.

We will ask that your personnel, to the extent possible, prepare various schedules and analysis, and make various invoices and other documents available to our team. This assistance will facilitate the progress of our work and minimize the cost of our service to you.

If any significant issues arise during the course of our audit work which indicate a possibility of increased procedures or a change in the audit timetable, these will be discussed with management by the practitioner leading your engagement so a mutually agreeable solution can be reached. In accordance with our standard terms and conditions, included as Appendix E, if significant changes to the arrangements set forth in this engagement letter are required, any change in scope of the engagement will need to be agreed in writing, in a "Change Order" agreement.

# **Appendix E: Standard Terms and Conditions**

The following standard terms and conditions and engagement letter to which they are attached form one agreement and set out the terms and conditions upon which MNP LLP ("MNP") will provide services to you (the "City").

- 1. **Timely Performance** MNP will use all reasonable efforts to complete, within any agreed-upon time frame, the performance of the services described in the engagement letter to which these terms and conditions are attached. However, MNP shall not be liable for failures or delays in performance that arise from causes beyond our control, including the untimely performance by the City of its obligations as set out in the engagement letter.
- 2. **Right to Terminate Services** The City may terminate the engagement upon 30 days written notice. If this occurs, the City shall pay for time and expenses incurred by MNP up to the termination date, together with reasonable time and expenses incurred to bring the services to a close in a prompt and orderly manner. Should the City not fulfil its obligations as set out herein and in the engagement letter, and in the event that the City fails to remedy such default within 30 days following receipt of notice from MNP to that effect, MNP may, upon written notification and without prejudice to its other rights and resources, terminate provision of our services as described in the engagement letter. In such case, MNP shall not be responsible for any loss, costs, expenses, or damages resulting from such termination.
- 3. **Change Order** If, subsequent to the date of this engagement letter, the City requires significant changes to the arrangements set forth in this engagement letter, the City will be required to agree to the change in scope of the engagement in writing, in a "Change Order" agreement. The "Change Order" agreement will set forth the revised arrangements and scope of services to be performed and any related additional fees associated.
- 4. **Fees** Any fee estimates by MNP take into account the agreed-upon level of preparation and assistance from the City's personnel. MNP undertakes to advise the City's management on a timely basis should this preparation and assistance not be provided, or should any other circumstances arise which cause actual time to exceed the estimate.
- 5. **Administrative Expenses** Administrative expenses include costs such as long distance telephone and telecommunication charges, photocopying, delivery, postage, and clerical assistance. These expenses are based on a percentage of our fees for professional services 5%. Where applicable, federal, provincial, or other goods and services or sales taxes have been paid on these expenses. Other major costs such as travel, meals, accommodation and other significant expenses will be charged as incurred.
- 6. **Billing** Bills will be rendered on a regular basis as the assignment progresses. Accounts are due and payable upon receipt. Interest may be charged on the balance of any accounts remaining unpaid for more than 30 days, at a rate of 1.5% per month (19.56% per annum).
- 7. **Taxes** All fees and other charges do not include any applicable federal, provincial, or other goods and services or sales taxes, or any other taxes or duties whether presently in force or imposed in the future. The City shall assume and pay any such taxes or duties, without deduction from the fees and charges hereunder.

- 8. **Governing Law** The engagement will be governed and construed in accordance with the laws of the Province of Saskatchewan, and shall be deemed in all respects to be a Saskatchewan contract. The City and MNP submit to the courts of that jurisdiction with respect to all matters arising under or by virtue of this Agreement.
- 9. **Working Papers** MNP owns all working papers and files, other materials, reports and work created, developed or performed during the course of the engagement, including intellectual property used in the preparation thereof. We will provide management with a copy of all practitioner-prepared working papers necessary for the City's accounting records. MNP may develop software, including spreadsheets, documents, databases, and other electronic tools, to assist us with our assignment. As these tools and working papers were developed specifically for our purposes and without consideration of any purpose for which the City might use them, any such tools which may be provided to the City, will be made available on an "as is" basis only, at our discretion, and should not be distributed to or shared with any third party. Except as indicated in the Rules of Professional Conduct or by any legal proceeding, we have no responsibility to share our working papers with you or with any other parties.
- 10. Data and Privacy - The City understands and agrees that you shall not provide us with information about any identifiable individual unless required for the purpose of the engagement, and in such event the City shall only provide such information in compliance with applicable law, including obtaining consent where so required. Data received by MNP may be disclosed to vendors whose services are utilized by us in connection with the engagement. Some of these vendors are located outside Canada. Others, though located in Canada, may store or process your information outside the country. Data being uploaded and downloaded via vendor networks may reside on or transit servers located in or outside of Canada and in such cases, vendors may on occasion be required to disclose data in its custody to authorities of those jurisdictions. Additionally, in order to provide valuable insights on financial and other trends either (a) within your specific business organization over time, or (b) on an aggregated basis across an entire industry or sector, MNP may use relevant portions of data it receives from the City for the purpose of conducting individualized (using your data only, for your eyes only) and aggregated analytics (using many data sources). Analytics involves the processing of anonymized data sets to draw conclusions about the information they contain. Even when using aggregated data sources, we only perform analytics on data that is disassociated from the identity of its source. None of the analysis generated from aggregated data processing contains any information which would identify those specific individuals or entities from which the underlying information was obtained. As such, none of the analytics reporting based on aggregated data will result in a disclosure of personal information. Finally, the City acknowledges that our client files must be periodically reviewed by provincial or national practice inspectors and by other Firm personnel to ensure we are adhering to professional and Firm standards. MNP's privacy policy is posted on our website at https://www.mnp.ca/en/privacy-policy and may be updated from time to time.

- 11. **Nature of the Limited Liability Partnership (LLP)** MNP is a registered limited liability partnership, as permitted by legislation enacted in our governing jurisdiction of the Province of Alberta. This legislation provides that a partner of an LLP is not personally liable for any of the debts, obligations, or liabilities of the LLP or any of the other partners which may arise as a result of any negligent act or omission of another partner of the LLP, or by any employee of the partnership, unless such act or omission is committed by the partner him or herself or by a person under the partner's direct supervision and control. All partners of an LLP remain personally liable for any acts or omissions arising as a result of their own negligence, and for the acts or omissions of those directly under their supervision or control, and shall continue to be subject to unlimited personal liability for all of the other liabilities of the partnership. The legislation does not reduce or limit in any way the liability of the partnership itself, and all of the partnership's assets and insurance coverage remain at risk.
- 12. **Release and Limitation of Liability** The City and MNP agree to the following with respect to MNP's liability to the City:

In any action, claim, loss or damage arising out of the engagement, the City agrees that MNP's liability will be several and not joint and the City may only claim payment from MNP of MNP's proportionate share of the total liability based on the degree of fault of MNP as finally determined by a court of competent jurisdiction.

Other than for matters finally determined to have resulted from the gross negligence, fraud or willful misconduct of MNP, whether the claim be in tort, contract, or otherwise:

- i. MNP shall not be liable to the City and the City releases MNP for all claims, damages, costs, charges and expenses (including legal fees and disbursements) incurred or suffered by the City related to, arising out of, or in any way associated with the engagement to the extent that the aggregate of such amounts is in excess of the total professional fees paid by the City to MNP in connection with this engagement during the 12 month period commencing from the date of the engagement letter to which these terms and conditions are attached; and,
- ii. MNP shall not be liable to the City for any consequential, indirect, lost profit or similar damages, or failure to realize expected savings, relating to MNP's services provided under the engagement letter to which these terms and conditions are attached.

- 13. **Indemnity** The City agrees to jointly and severally indemnify and hold harmless MNP against:
  - a. All claims, damages, costs, charges and expenses (including legal fees and disbursements) which are related to, arise out of, or are in any way associated with the engagement, whether the claims are civil, penal, regulatory, or administrative in nature, other than those finally determined by a court of competent jurisdiction to have resulted from MNP's gross negligence, fraud or willful misconduct; and,
  - b. Notwithstanding "a.," all claims, damages, costs, charges and expenses (including legal fees and disbursements) which are related to, arise out of, or are in any way associated with the engagement, whether the claims are civil, penal, regulatory, or administrative in nature, that arise from or are based on any deliberate misstatement or omission in any material, information or representation supplied or approved by any officer or member of the Board of Directors of the City.

For the purposes of paragraph 12. and 13., "MNP" shall mean MNP LLP and its directors, officers, partners, professional corporations, employees, subsidiaries and affiliates and to the extent providing services under the engagement letter to which these terms are attached, MNP LLP, its member firms, and all of their partners, principals, members, owners, directors, staff and agents; and in all cases any successor or assignee.

- 14. **Survival of Terms** The City and MNP agree that clauses 12. and 13. will survive termination of the engagement.
- 15. **Electronic Communications** Unless the City prefers we use a particular manner of communication and specifies as much in writing, MNP will use whatever form of communication it deems most efficient in the circumstances. In many instances, this will involve the use of internet e-mail. With respect to internet e-mail, MNP and the City both acknowledge that neither party has control over the performance, reliability, availability, or security of internet e-mail. Additionally, MNP staff may be required or requested to work from your offices during which visits access to and use of and reliance upon your electronic environment (including but not limited to, your network, Internet, and extranet resources) is necessitated. The City accepts that MNP shall not be liable for any loss, damage, expense, harm or inconvenience resulting from any loss, delay, interception, corruption, security breach, delivery failure, incompatibility, incompleteness or alteration of any document or transmission arising from the use of e-mail or the transmission of any document outside of MNP's electronic environment.
- 16. **Confirmation.com** By signing this engagement letter, you agree to the use by MNP of Capital Confirmation Inc. ("CCI") as a third party service provider and the use of CCI's platform (the "Platform") to prepare, request and receive confirmations required to perform the engagement. You acknowledge and agree that data being uploaded/downloaded via the Platform may reside on servers located in the United States and that CCI could be required to disclose data, including personal information, in its custody to the United States government, government agencies, courts or law enforcement or regulatory agencies pursuant to the laws of the United States. MNP shall not be liable for any loss or damage arising from your or MNP's use of CCI as a service provider or use of the Platform, including any losses relating to CCI's collection, use, disclosure or loss of your data or personal information. You agree to pay all fees for requesting and receiving confirmations. For more information, you can review the third party service provider's Terms and Conditions and Privacy Policy on CCI's website at: <a href="https://www.confirmation.com/">https://www.confirmation.com/</a>.

- 17. **Praxity** We are an independent accounting firm allowed to use the name "PRAXITY" in relation to our practice. We are not connected by ownership to any other firm using the name "PRAXITY" and we will be solely responsible for all work carried out by us on your behalf. In deciding to instruct us you acknowledge that we have not represented to you that any other firm using the name "PRAXITY" will in any way be responsible for the work we do.
- 18. **Solicitation** The City agrees that for a period of one year after completion of the services, it shall not, directly or indirectly, for itself or for any third party, solicit the services of, hire, contract for the services of, or otherwise entice away from their partnership, employment or contract of services with MNP or any MNP Person. In the event of a breach of this section by the City, the City shall be obliged to pay to MNP liquidated damages in the amount of one hundred fifty (150%) percent of the total compensation the City or third party offered to pay the individual in their first year of service to such party, or one hundred fifty (150%) percent of total compensation the City or third party actually paid to the individual in their first year of service to such party, whichever is greater. The City further understands that any breach by the City of this provision may result in a threat to our independence which may prevent us from accepting or continuing any engagement to provide assurance services to the City. "MNP Person" means any and all partners, employees and contractors providing services to MNP, whether for a defined or indefinite period or on a part-time or full-time basis, and with whom the City had contact during the term of this engagement.

# Signature Required Please sign and return to MNP



January 30, 2023

City of Prince Albert 1084 Central Avenue Prince Albert, SK S6V 7P3

Attention: Terri Mercier, City Clerk

Dear Sirs/Mesdames:

This letter will confirm the arrangements discussed with you regarding the services we will render to the City of Prince Albert (the "City") commencing with the fiscal year ending December 31, 2022.

## Our responsibilities

We will audit the financial information consisting of the Municipal Annual Expenditure Report (the "financial information") of the City of Prince Albert as at December 31, 2021.

Our audit will be conducted in accordance with Canadian generally accepted auditing standards. Accordingly, we will plan and perform our audit to obtain reasonable, but not absolute, assurance that the financial information taken as a whole are free of material misstatement, whether caused by fraud or error.

Our responsibilities, objective, scope, independence and the inherent limitations of an audit conducted in accordance with Canadian generally accepted auditing standards are detailed in Appendix A, which forms part of our mutual understanding of the terms of this engagement.

#### Management's responsibilities

The operations of the City are under the control of management, which has responsibility for the accurate recording of transactions and the preparation of the financial information in accordance with the provisions of the Municipal Gas Tax Fund Agreement (the "Agreement"). This includes the design, implementation and maintenance of internal controls relating to the preparation and presentation of the financial information.

Appendix B, which describes in detail management's responsibilities with respect to this engagement, forms part of our mutual understanding of the terms of this engagement.

#### Reporting

Unless unanticipated difficulties are encountered, our report will be substantially in the form illustrated in Appendix C.

#### Fees and expenses

Our fees and expenses are discussed in detail in Appendix D.

MNP LLP

101 - 1061 Central Avenue, Prince Albert SK, S6V 4V4

855.667.3310 T: 306.764.6873 F: 306.763.0766



#### Other matters

We will, as permitted by the Rules of Professional Conduct, provide additional services upon request, in areas such as taxation, leadership and human resource management, communication, marketing, strategic planning, financial management and technology consulting.

Our standard terms and conditions, included as Appendix E, form part of our mutual understanding of the terms of this engagement. In the event that you choose to terminate this engagement based on the terms outlined in Appendix E, we reserve the right to notify all financial statement users of the change.

These terms will continue in effect from year to year, unless changed in writing.

We believe the foregoing correctly sets forth our understanding, but if you have any questions, please let us know. If you find the arrangements acceptable, please acknowledge your agreement to the understanding by signing and returning the engagement letter to us.

It is a pleasure for us to be of service to you. We look forward to many years of association with you and the City of Prince Albert.

Sincerely,

MNPLLP **Chartered Professional Accountants** 

encls

#### **RESPONSE:**

This letter correctly sets forth the understanding of City of Prince Albert.

EASE SIGN HERE	Mayor	
Officer Signatue	Title	
EASE SIGN HERE	City Clerk	
Officer Signature	 Title	

# Appendix A: Our Audit Responsibilities, Objective, Scope and Limitations

The following details our responsibilities as auditors and the objective, scope, independence and inherent limitations of an audit conducted in accordance with Canadian generally accepted auditing standards.

#### Our responsibilities, objective and scope

Our audit will be planned and performed to obtain reasonable assurance that the financial information taken as a whole are free of material misstatement, whether caused by fraud or error. If any of the following matters are identified, they will be communicated to the appropriate level of management:

- Misstatements, resulting from error, other than immaterial misstatements;
- Fraud or any information obtained that indicates that a fraud may exist;
- Material uncertainties related to events or conditions that may cast significant doubt on the entity's ability to continue as a going concern;
- Any evidence obtained that indicates non-compliance or possible non-compliance with laws and regulations has occurred;
- Significant deficiencies in the design or implementation of controls to prevent and detect fraud or misstatements; and,
- Related party transactions identified that are not in the normal course of operations and that involve significant judgments made by management concerning measurement or disclosure.

The matters communicated will be those that we identify during the course of our audit. Audits do not usually identify all matters that may be of interest to management in discharging its responsibilities. The type and significance of the matter to be communicated will determine the level of management to which the communication is directed.

Furthermore, we will consider the City's controls over financial reporting for the purpose of identifying types of potential misstatement, considering factors that affect the risks of material misstatement, and determining the nature, timing and extent of audit procedures necessary for expressing our opinion on the financial information. This consideration will not be sufficient to enable us to render an opinion on the effectiveness of controls over financial reporting nor to identify all significant deficiencies in the City's system of financial controls.

#### Independence

The Rules of Professional Conduct require that we are independent when conducting this engagement. We will communicate to the Mayor and Council any relationships between the City (including related entities) and MNP LLP ("MNP") that, in our professional judgment, may reasonably be thought to bear on our independence.

Further, we will confirm in writing our independence with respect to the City.

If matters should arise during this engagement that can reasonably be assumed to have impaired our independence, we may need to withdraw from this engagement.

# Appendix A: Our Audit Responsibilities, Objective, Scope and Limitations (continued from previous page)

#### **Audit limitations**

An audit involves performing procedures to obtain audit evidence regarding the amounts and disclosures in the financial information. This includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation, structure and content of the Municipal Annual Expenditure Report, including disclosures.

It is important to recognize that an auditor cannot obtain absolute assurance that material misstatements in the Municipal Annual Expenditure Report will be detected because of factors such as the use of judgment, selective testing of data, inherent limitations of controls, and the fact that much of the audit evidence available is persuasive rather than conclusive in nature.

Furthermore, because of the nature of fraud, including attempts at concealment through collusion and forgery, an audit designed and executed in accordance with Canadian generally accepted auditing standards may not detect a material misstatement due to fraud.

While effective controls reduce the likelihood that misstatements will occur and remain undetected, they do not eliminate that possibility. Therefore, we cannot guarantee that fraud, misstatements and non-compliance with laws and regulations, if present, will be detected when conducting an audit in accordance with Canadian generally accepted auditing standards.

The audit of the Municipal Annual Expenditure Report and the issuance of our audit opinion are solely for the use of the City and those to whom our report is specifically addressed. We make no representations of any kind to any third party in respect of the Municipal Annual Expenditure Report and we accept no responsibility for their use by any third party. If our name is to be used in connection with the Municipal Annual Expenditure Report, you will attach our independent audit report when distributing the Municipal Annual Expenditure Report to third parties.

We ask that our names be used only with our consent and that any information to which we have attached a communication be issued with that communication unless otherwise agreed to by us.

# **Appendix B: Management Responsibilities**

During the course of our audit, you will be required to provide and make available complete information that is relevant to the preparation and presentation of the Municipal Annual Expenditure Report, including:

- Financial records and related data, including data relevant to disclosures made in the financial information;
- Copies of all minutes of meetings of council and committees of council;
- Access to personnel to whom we may direct our inquiries;
- Information relating to any known or possible instances of non-compliance with laws, legislative or regulatory requirements (including financial reporting requirements);
- Information relating to all related parties and related party transactions; and,
- Allowing access to those within the entity from whom the auditor determines it necessary to obtain audit evidence.

Management's responsibility with respect to fraud and misstatement includes:

- The design and implementation of controls for its prevention and detection;
- An assessment of the risk that the financial information may be materially misstated;
- Disclosure of situations where fraud or suspected fraud involving management, employees who have significant roles in controls, or others, where the fraud could have a material effect on the financial information, have been identified or allegations have been made; and,
- Communicating your belief that the effects of any uncorrected financial information misstatements aggregated during the audit are immaterial, both individually and in the aggregate, to the financial information taken as a whole.

In accordance with Canadian generally accepted auditing standards, we will request a letter of representation from management at the close of our audit in order to confirm oral representations given to us and reduce the possibility of misunderstanding concerning matters that are the subject of the representations. These representations are used as evidence to assist us in deriving reasonable conclusions upon which our audit opinion is based.

If the City plans any reproduction or publication of our report, or a portion thereof, printer's proofs of the complete documents should be submitted to us in sufficient time for our review, prior to making such documents publicly available. It will also be necessary for you to furnish us with a copy of the printed report. Further, it is agreed that in any electronic distribution, for example on City of Prince Albert's website or on designated public document databases such as SEDAR, management is solely responsible for the accurate and complete reproduction of our report and the subject matter on which we reported, and for informing us of any subsequent changes to such documents. However, we are responsible to read the documents to ensure accuracy, and consider the appropriateness of other information accompanying the audited financial statements, upon initial posting.

# Appendix C: Illustrative Independent Auditor's Report

To the Ministry of Government Relations and City of Prince Albert:

#### Opinion

We have audited the Municipal Annual Expenditure Report (the "MAER") of City of Prince Albert the ("Municipality") for the year ended December 31, 2022 prepared in accordance with the provisions, as described in Note 1 of the Municipal Gas Tax Fund Agreement (the "Agreement") between the Province of Saskatchewan and the City of Prince Albert.

In our opinion, the accompanying Municipal Annual Expenditure Report of the Municipality for the year ended December 31, 2022 is prepared, in all material respects, in accordance with the provisions of the Agreement as described in Note 1.

#### **Basis for Opinion**

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Municipal Annual Expenditure Report section of our report. We are independent of the Municipality in accordance with the ethical requirements that are relevant to our audit of the Municipal Annual Expenditure Report in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

#### Emphasis of Matter - Basis of Accounting and Restriction on Distribution and Use

We draw attention to Note 1 to the Municipal Annual Expenditure Report, which describes the basis of accounting. The Municipal Annual Expenditure Report is prepared to assist the Municipality to meet the requirements of the Agreement. As a result, the Municipal Annual Expenditure Report may not be suitable for another purpose. Our report is intended solely for the Municipality and should not be distributed to or used by parties other than the Municipality. Our opinion is not modified in respect of this matter.

#### Responsibilities of Management and the Mayor and City Council for the Municipal Annual expenditure Report

Management is responsible for the preparation of the Municipal Annual Expenditure Report, in accordance with the Agreement, its compliance with the material provisions of the Agreementand for such internal control as management determines is necessary to enable the preparation of the Municipal Annual Expenditure Report that is free from material misstatement, whether due to fraud or error.

The Mayor and City Council are responsible for overseeing the Municipality's financial reporting process.

#### Auditor's Responsibilities for the Audit of the Municipal Annual Expenditure Report

Our objectives are to obtain reasonable assurance about whether the Municipal Annual Expenditure Report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this Municipal Annual Expenditure Report.

# Appendix C: Illustrative Independent Auditor's Report (continued from previous page)

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the Municipal Annual Expenditure Report, whether
  due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit
  evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a
  material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve
  collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that
  are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness
  of the Municipality's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates, if any, and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Municipality's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the Municipal Annual Expenditure Report or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Municipality to cease to continue as a going concern.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Municipality to express an opinion on the consolidated Municipal Annual Expenditure Report. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Prince Albert, Saskato	chewan	
Date		Chartered Professional Accountants

# **Appendix D: Fees and Expenses**

Our fees are determined on the basis of time spent on the engagement at the tariff rates of various members of our team. Any disbursements will be added to the billing.

The fees for the audit services to be provided have been set out in our 2022 pricing proposal and will be \$2,616, consisting of \$2,250 for the audit of the MAER, plus an administrative fee of \$113, GST of \$118, and PST of \$135.

Our estimated fees are based on our past experience and our knowledge of the City. This estimate relies on the following assumptions:

- No significant deficiencies in internal controls which cause procedures to be extended;
- No major unadjusted misstatement(s) or un-reconciled balances;
- Significantly all adjusting entries are completed prior to trial balance and journal entries being provided to the audit team;
- All management and required staff are available as needed;
- Information and working papers required, as outlined in our letter of fiscal year-end requirements, are provided in the mutually agreed form and timing;
- There are no changes to the agreed upon engagement timetable and reporting requirements; and,
- We will ask that your personnel, to the extent possible, prepare various schedules and analysis, and make various invoices and other documents available to our team. This assistance will facilitate the progress of our work and minimize the cost of our service to you.

If any significant issues arise during the course of our audit work which indicate a possibility of increased procedures or a change in the audit timetable, these will be discussed with management by the practitioner leading your engagement so a mutually agreeable solution can be reached. In accordance with our standard terms and conditions, included as Appendix E, if significant changes to the arrangements set forth in this engagement letter are required, any change in scope of the engagement will need to be agreed in writing, in a "Change Order" agreement.

# **Appendix E: Standard Terms and Conditions**

The following standard terms and conditions and engagement letter to which they are attached form one agreement and set out the terms and conditions upon which MNP LLP ("MNP") will provide services to you (the "Municipality").

- 1. **Timely Performance** MNP will use all reasonable efforts to complete, within any agreed-upon time frame, the performance of the services described in the engagement letter to which these terms and conditions are attached. However, MNP shall not be liable for failures or delays in performance that arise from causes beyond our control, including the untimely performance by the Municipality of its obligations as set out in the engagement letter.
- 2. **Right to Terminate Services** The Municipality may terminate the engagement upon 30 days written notice. If this occurs, the Municipality shall pay for time and expenses incurred by MNP up to the termination date, together with reasonable time and expenses incurred to bring the services to a close in a prompt and orderly manner. Should the Municipality not fulfil its obligations as set out herein and in the engagement letter, and in the event that the Municipality fails to remedy such default within 30 days following receipt of notice from MNP to that effect, MNP may, upon written notification and without prejudice to its other rights and resources, terminate provision of our services as described in the engagement letter. In such case, MNP shall not be responsible for any loss, costs, expenses, or damages resulting from such termination.
- 3. **Change Order** If, subsequent to the date of this engagement letter, the Municipality requires significant changes to the arrangements set forth in this engagement letter, the Municipality will be required to agree to the change in scope of the engagement in writing, in a "Change Order" agreement. The "Change Order" agreement will set forth the revised arrangements and scope of services to be performed and any related additional fees associated.
- 4. **Fees** Any fee estimates by MNP take into account the agreed-upon level of preparation and assistance from the Municipality's personnel. MNP undertakes to advise the Municipality's management on a timely basis should this preparation and assistance not be provided, or should any other circumstances arise which cause actual time to exceed the estimate
- 5. **Administrative Expenses** Administrative expenses include costs such as long distance telephone and telecommunication charges, photocopying, delivery, postage, and clerical assistance. These expenses are based on a percentage of our fees for professional services 5%. Where applicable, federal, provincial, or other goods and services or sales taxes have been paid on these expenses. Other major costs such as travel, meals, accommodation and other significant expenses will be charged as incurred.
- 6. **Billing** Bills will be rendered on a regular basis as the assignment progresses. Accounts are due and payable upon receipt. Interest may be charged on the balance of any accounts remaining unpaid for more than 30 days, at a rate of 1.5% per month (19.56% per annum).
- 7. **Taxes** All fees and other charges do not include any applicable federal, provincial, or other goods and services or sales taxes, or any other taxes or duties whether presently in force or imposed in the future. The Municipality shall assume and pay any such taxes or duties, without deduction from the fees and charges hereunder.

- 8. **Governing Law** The engagement will be governed and construed in accordance with the laws of the Province of Saskatchewan, and shall be deemed in all respects to be a Saskatchewan contract. The Municipality and MNP submit to the courts of that jurisdiction with respect to all matters arising under or by virtue of this Agreement.
- 9. **Working Papers** MNP owns all working papers and files, other materials, reports and work created, developed or performed during the course of the engagement, including intellectual property used in the preparation thereof. We will provide management with a copy of all practitioner-prepared working papers necessary for the Municipality's accounting records. MNP may develop software, including spreadsheets, documents, databases, and other electronic tools, to assist us with our assignment. As these tools and working papers were developed specifically for our purposes and without consideration of any purpose for which the Municipality might use them, any such tools which may be provided to the Municipality, will be made available on an "as is" basis only, at our discretion, and should not be distributed to or shared with any third party. Except as indicated in the Rules of Professional Conduct or by any legal proceeding, we have no responsibility to share our working papers with you or with any other parties.
- 10. Data and Privacy - The Municipality understands and agrees that you shall not provide us with information about any identifiable individual unless required for the purpose of the engagement, and in such event the Municipality shall only provide such information in compliance with applicable law, including obtaining consent where so required. Data received by MNP may be disclosed to vendors whose services are utilized by us in connection with the engagement. Some of these vendors are located outside Canada. Others, though located in Canada, may store or process your information outside the country. Data being uploaded and downloaded via vendor networks may reside on or transit servers located in or outside of Canada and in such cases, vendors may on occasion be required to disclose data in its custody to authorities of those jurisdictions. Additionally, in order to provide valuable insights on financial and other trends either (a) within your specific business organization over time, or (b) on an aggregated basis across an entire industry or sector, MNP may use relevant portions of data it receives from the Municipality for the purpose of conducting individualized (using your data only, for your eyes only) and aggregated analytics (using many data sources). Analytics involves the processing of anonymized data sets to draw conclusions about the information they contain. Even when using aggregated data sources, we only perform analytics on data that is disassociated from the identity of its source. None of the analysis generated from aggregated data processing contains any information which would identify those specific individuals or entities from which the underlying information was obtained. As such, none of the analytics reporting based on aggregated data will result in a disclosure of personal information. Finally, the Municipality acknowledges that our client files must be periodically reviewed by provincial or national practice inspectors and by other Firm personnel to ensure we are adhering to professional and Firm standards. MNP's privacy policy is posted on our website at https://www.mnp.ca/en/privacy-policy and may be updated from time to time.

- 11. **Nature of the Limited Liability Partnership (LLP)** MNP is a registered limited liability partnership, as permitted by legislation enacted in our governing jurisdiction of the Province of Alberta. This legislation provides that a partner of an LLP is not personally liable for any of the debts, obligations, or liabilities of the LLP or any of the other partners which may arise as a result of any negligent act or omission of another partner of the LLP, or by any employee of the partnership, unless such act or omission is committed by the partner him or herself or by a person under the partner's direct supervision and control. All partners of an LLP remain personally liable for any acts or omissions arising as a result of their own negligence, and for the acts or omissions of those directly under their supervision or control, and shall continue to be subject to unlimited personal liability for all of the other liabilities of the partnership. The legislation does not reduce or limit in any way the liability of the partnership itself, and all of the partnership's assets and insurance coverage remain at risk.
- 12. **Release and Limitation of Liability** The Municipality and MNP agree to the following with respect to MNP's liability to the Municipality:

In any action, claim, loss or damage arising out of the engagement, the Municipality agrees that MNP's liability will be several and not joint and the Municipality may only claim payment from MNP of MNP's proportionate share of the total liability based on the degree of fault of MNP as finally determined by a court of competent jurisdiction.

Other than for matters finally determined to have resulted from the gross negligence, fraud or willful misconduct of MNP, whether the claim be in tort, contract, or otherwise:

- i. MNP shall not be liable to the Municipality and the Municipality releases MNP for all claims, damages, costs, charges and expenses (including legal fees and disbursements) incurred or suffered by the Municipality related to, arising out of, or in any way associated with the engagement to the extent that the aggregate of such amounts is in excess of the total professional fees paid by the Municipality to MNP in connection with this engagement during the 12 month period commencing from the date of the engagement letter to which these terms and conditions are attached; and,
- ii. MNP shall not be liable to the Municipality for any consequential, indirect, lost profit or similar damages, or failure to realize expected savings, relating to MNP's services provided under the engagement letter to which these terms and conditions are attached.

- 13. **Indemnity** The Municipality agrees to jointly and severally indemnify and hold harmless MNP against:
  - a. All claims, damages, costs, charges and expenses (including legal fees and disbursements) which are related to, arise out of, or are in any way associated with the engagement, whether the claims are civil, penal, regulatory, or administrative in nature, other than those finally determined by a court of competent jurisdiction to have resulted from MNP's gross negligence, fraud or willful misconduct; and,
  - b. Notwithstanding "a.," all claims, damages, costs, charges and expenses (including legal fees and disbursements) which are related to, arise out of, or are in any way associated with the engagement, whether the claims are civil, penal, regulatory, or administrative in nature, that arise from or are based on any deliberate misstatement or omission in any material, information or representation supplied or approved by any officer or member of the Board of Directors of the Municipality.

For the purposes of paragraph 12. and 13., "MNP" shall mean MNP LLP and its directors, officers, partners, professional corporations, employees, subsidiaries and affiliates and to the extent providing services under the engagement letter to which these terms are attached, MNP LLP, its member firms, and all of their partners, principals, members, owners, directors, staff and agents; and in all cases any successor or assignee.

- 14. **Survival of Terms** The Municipality and MNP agree that clauses 12. and 13. will survive termination of the engagement.
- 15. **Electronic Communications** Unless the Municipality prefers we use a particular manner of communication and specifies as much in writing, MNP will use whatever form of communication it deems most efficient in the circumstances. In many instances, this will involve the use of internet e-mail. With respect to internet e-mail, MNP and the Municipality both acknowledge that neither party has control over the performance, reliability, availability, or security of internet e-mail. Additionally, MNP staff may be required or requested to work from your offices during which visits access to and use of and reliance upon your electronic environment (including but not limited to, your network, Internet, and extranet resources) is necessitated. The Municipality accepts that MNP shall not be liable for any loss, damage, expense, harm or inconvenience resulting from any loss, delay, interception, corruption, security breach, delivery failure, incompatibility, incompleteness or alteration of any document or transmission arising from the use of e-mail or the transmission of any document outside of MNP's electronic environment.
- 16. **Confirmation.com** By signing this engagement letter, you agree to the use by MNP of Capital Confirmation Inc. ("CCI") as a third party service provider and the use of CCI's platform (the "Platform") to prepare, request and receive confirmations required to perform the engagement. You acknowledge and agree that data being uploaded/downloaded via the Platform may reside on servers located in the United States and that CCI could be required to disclose data, including personal information, in its custody to the United States government, government agencies, courts or law enforcement or regulatory agencies pursuant to the laws of the United States. MNP shall not be liable for any loss or damage arising from your or MNP's use of CCI as a service provider or use of the Platform, including any losses relating to CCI's collection, use, disclosure or loss of your data or personal information. You agree to pay all fees for requesting and receiving confirmations. For more information, you can review the third party service provider's Terms and Conditions and Privacy Policy on CCI's website at: <a href="https://www.confirmation.com/">https://www.confirmation.com/</a>.

- 17. **Praxity** We are an independent accounting firm allowed to use the name "PRAXITY" in relation to our practice. We are not connected by ownership to any other firm using the name "PRAXITY" and we will be solely responsible for all work carried out by us on your behalf. In deciding to instruct us you acknowledge that we have not represented to you that any other firm using the name "PRAXITY" will in any way be responsible for the work we do.
- 18. **Solicitation** The Municipality agrees that for a period of one year after completion of the services, it shall not, directly or indirectly, for itself or for any third party, solicit the services of, hire, contract for the services of, or otherwise entice away from their partnership, employment or contract of services with MNP or any MNP Person. In the event of a breach of this section by the Municipality, the Municipality shall be obliged to pay to MNP liquidated damages in the amount of one hundred fifty (150%) percent of the total compensation the Municipality or third party offered to pay the individual in their first year of service to such party, or one hundred fifty (150%) percent of total compensation the Municipality or third party actually paid to the individual in their first year of service to such party, whichever is greater. The Municipality further understands that any breach by the Municipality of this provision may result in a threat to our independence which may prevent us from accepting or continuing any engagement to provide assurance services to the Municipality. "MNP Person" means any and all partners, employees and contractors providing services to MNP, whether for a defined or indefinite period or on a part-time or full-time basis, and with whom the Municipality had contact during the term of this engagement.



#### **RPT 23-48**

TITLE: Utility Invoicing Options

DATE: February 1, 2023

TO: City Council

PUBLIC: X INCAMERA:

# **RECOMMENDATION:**

1. That new Water Account customers receive Utility Invoices through e-billing as the default, with an option to receive paper invoices upon request only;

- 2. That all new e-billing customers be entered into a Sign-Up Contest draw to win one (1) of two (2) \$50 credits on their next Utility Invoice; and,
- 3. That the Sign-Up Contest run for a period of three (3) months.

## **ATTACHMENTS:**

1. Utility Invoicing Options (RPT 22-486)

Written by: Executive Committee



#### **RPT 22-486**

TITLE: Utility Invoicing Options

**DATE:** January 10, 2023

**TO:** Executive Committee

PUBLIC: X INCAMERA:

## **RECOMMENDATION:**

- 1. That the default for new water accounts to receive their utility invoices is e-billing with the option to select paper invoices if requested; and,
- 2. That all new e-billing customers be entered into a draw to win one of two (2) \$50.00 credits on their next utility invoice; and
- 3. That the new sign up contest run for a period of three (3) months.

## **TOPIC & PURPOSE:**

To increase the number of people currently receiving their utility invoice by email.

#### **BACKGROUND:**

City Council Resolution No. 0488 dated December 13, 2021:

"That Administration provide a report on options for the following:

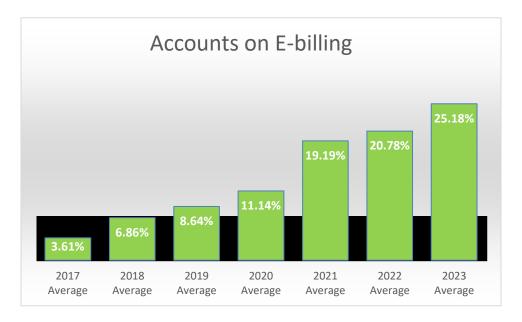
- a. To invoice for paper invoicing
- b. To provide incentives for receiving invoices by email"

E-billing was introduced for water invoices in January of 2017.

Currently 25% of utility customers receive their utility invoice by email. The 2022 average sign up per month was 51 accounts. In 2021 the average was 30 accounts per month.

RPT 22-486 Page **2** of **4** 

We have been seeing continual growth in accounts that are signing up for e-billing



#### PROPOSED APPROACH AND RATIONALE:

By setting the default for new connections to be e-billing, there could be approximately 100 new sign ups per month. Analysis completed by the Canadian Electricity Association estimates that "By establishing e-bills as the default for new customers, utilities will be able to gain approximately 95% new customer enrollment for paperless."

For our customers that don't use email or don't have access, they will still have the opportunity to receive paper invoices by request.

We should also see an uptake in people moving away from paper invoicing and switching over to e-billing by offering draws and through advertising.

E-billing is an effective way to receive your utility invoice. E-bills are received quicker by the customer as compared to paper invoices which can take days before it's delivered to the mailbox and possibly days after that if the mail box is not checked daily. The customers currently receiving e-bills have more time to pay on account of the shorter delivery time.

By offering two (2) chances to win a \$50 credit for three (3) months, it is believed more people will be willing to switch over to e-billing. The credit of \$50 on the next invoice is approximately half of the average residential water invoice. The average residential monthly invoice is \$96.81.

Running the contest over multiple months will also give customers extra time to sign up.

RPT 22-486 Page **3** of **4** 

#### **CONSULTATIONS:**

We reached out to other municipalities in Saskatchewan. Below are the responses we received:

	Charge for Paper		
	Invoice	Incentive	
Saskatoon	no	no	
Regina	no	no	
Moose Jaw	doesn't offer E-bill	ing	
Warman	no	draws	
Yorkton	no	no	
Martinsville	no	no	
North Battleford	no	no	
Weyburn	no	draws	
Humboldt	no	no	

Warman sends out forms twice per year for signup and has offered a draw for four (4) chances to win a \$25 credit on the account. Weyburn offered a draw for a chance to win a \$100 credit on the account.

Currently no other Saskatchewan utility company charges for paper invoicing.

## COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Every new customer that applies for water is currently offered the option to be set up on e-billing.

If we were to offer the draws, this would be communicated on the back pages of the utility invoices or by separate insert so that the existing residents on paper invoicing are being notified. We would also work with communications to advertise on social media and on the City's webpage.

Winners of the contest would be notified by email.

The contest will begin once approved.

## FINANCIAL IMPLICATIONS:

The current cost per invoice for printing and mailing is \$1.12. Annual savings for each account on e-billing is \$13.44. E-send costs the City \$2,247.60 per year for up to 250,000 emails sent.

Running the contest as recommended will cost \$300. We would only need to have 23 accounts that are currently on paper invoicing to switch and remain on e-billing to break even on the cost of the contest.

## OTHER CONSIDERATIONS/IMPLICATIONS:

There is no Official Community Plan, Policy Implications or Privacy Implications.

RPT 22-486 Page **4** of **4** 

## STRATEGIC PLAN:

The Strategic Priority is Delivering Professional Governance through technology advancement.

# **OPTIONS TO RECOMMENDATION:**

Continue offering e-billing to new customers and advertising on the City's website. This
is not recommended because it is not encouraging existing customers to switch over
from paper to e-billing.

2) Offer a different incentive to encourage customers to switch over. People have different preferences and what may be an incentive to one person may not be considered an incentive to another. A monetary incentive such as a credit on the water bill would be the most enticing option.

## **PUBLIC NOTICE:**

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

#### PRESENTATION:

Verbal Presentation by Natara Kulcher, Utility Services Manager

## **ATTACHMENTS:**

None

Written by: Natara Kulcher, Utility Services Manager

Approved by: Director of Financial Services & City Manager



#### **RPT 23-51**

TITLE: Year 2020 and 2021 Settlement Municipal Share - Housing Projects

DATE: February 2, 2023

TO: City Council

PUBLIC: X INCAMERA:

# **RECOMMENDATION:**

1. That the 2020 and 2021 Settlement Municipal Share for Housing Projects of the Prince Albert Housing Authority in the amount of \$44,598.72 and \$59,761.37 be funded in Year 2022 as follows:

2020 Operating Losses	\$44,598.72
2021 Operating Losses	\$59,761.37
Total Operating Losses	\$104,360.09
Less 2022 Budget	(\$14,990.00)
Less 2021 Unspent Budget – Fiscal Stabilization	(\$14,990.00)
Remainder to be funded from Housing Reserve	\$74,380.09

- 2. That the amount of \$74,380.09 be funded in Year 2022 from the Housing Reserve for the unbudgeted 2021 and 2020 operating losses for the Prince Albert Housing Authority; and,
- 3. That the amount of \$14,990 be funded by the unspent 2021 Budget from Fiscal Stabilization in Year 2022.

#### **ATTACHMENTS:**

1. Year 2020 and 2021 Settlement Municipal Share - Housing Projects (RPT 23-12)

Written by: Executive Committee



## **RPT 23-12**

TITLE: Year 2020 and 2021 Settlement Municipal Share - Housing Projects

**DATE:** January 16, 2023

**TO:** Executive Committee

PUBLIC: X INCAMERA:

## **RECOMMENDATIONS:**

That the following recommendations be forwarded to City Council for approval:

1. That the 2020 and 2021 Settlement Municipal Share for Housing Projects of the Prince Albert Housing Authority in the amount of \$44,598.72 and \$59,761.37 be funded in Year 2022 as follows:

2020 Operating Losses	\$44,598.72
2021 Operating Losses	\$59,761.37
Total Operating Losses	\$104,360.09
Less 2022 Budget	(\$14,990.00)
Less 2021 Unspent Budget – Fiscal Stabilization	(\$14,990.00)
Remainder to be Funded from Housing Reserve	\$74,380.09

- 2. That the amount of \$74,380.09 be funded in Year 2022 from the Housing Reserve for the unbudgeted 2021 and 2020 operating losses for the Prince Albert Housing Authority.
- 3. That the amount of \$14,990 be funded by the unspent 2021 Budget which will be funded from Fiscal Stabilization in Year 2022.

RPT 23-12 Page **2** of **6** 

## **TOPIC & PURPOSE:**

To provide the information provided by the Executive Director, Saskatchewan Housing Corporation, for consideration by City Council regarding the City's share of the operating losses for the Prince Albert Housing Authority for the Years 2020 and 2021.

To forward to City Council approval for the funding for the City's share of the operating losses of \$44,598.72 for Year 2020 and \$59,761.37 for Year 2022, for a total cost of \$104,360.09.

## **BACKGROUND:**

Correspondence from the Executive Director of the Saskatchewan Housing Corporation dated October 17, 2022, regarding the 2021 Settlement Municipal Share – Housing Projects was included on the November 14, 2022 Executive Committee Meeting.

Executive Committee considered the correspondence illustrating that the City's share of the operating loss for 2020 and 2021 for the Prince Albert Housing Authority totaled \$104,360.09.

The motion approved at the November 14<sup>th</sup> Executive Committee meeting was as follows:

# <u>2021 Settlement Municipal Share – Housing Projects (CORR 22-114)</u>

"That CORR 22-114 be received and referred to the Financial Services Department to request a response from Saskatchewan Housing Corporation to the following questions:

- In the years 2020 and 2021, what were the house sales and The City's share of house sales;
- 2. Can we get a vacancy report and are any of those vacancies boarded up properties. If so, can we get a report on the status in the future; and,
- 3. Do they have an active plan on how to address vacancies and if there are any hurdles such as the Saskatchewan Income Support Program".

# Prince Albert Housing Authority

Research with City Administration provided the following information.

The Prince Albert Housing Authority is overseen by a volunteer board of directors on behalf of the Saskatchewan Housing Corporation. The City has a contractual obligation for 5% of the annual operating losses for specific properties owned by the Prince Albert Housing Authority and operated by Saskatchewan Housing Corporation.

RPT 23-12 Page **3** of **6** 

The Saskatchewan Housing Authority historically has submitted a letter to the City Clerk's office on an annual basis indicating the City's contractual obligations from the prior year. Based on a review of correspondence by the City Clerk's office and Financial Services, the last letter received was dated October 20, 2020 indicating that the City's contraction obligation for 2019 losses was \$14,986.72.

Attached is the correspondence dated October 20, 2020 from the Saskatchewan Housing Corporation illustrating the 2019 losses. That amount was paid by the City in December of 2020.

## PROPOSED APPROACH AND RATIONALE:

Attached to this Report is the response dated December 20, 2022 provided by the Executive Director of the Saskatchewan Housing Corporation.

The Saskatchewan Housing Corporation has provided the following information for Council's consideration:

In the years 2020 and 2021, what were the house sales and The City's share of house sales.

Response: No housing authority properties were sold in Prince Albert in 2020 and 2021.

Can we get a vacancy report and are any of those vacancies boarded up properties. If so, can we get a report on the status in the future; and,

Response: The vacancy report in relation to the housing authority portfolio for 2021 is attached as Appendix A to their December 20, 2022 correspondence. It should be noted that the number of vacancies in relation to boarded up properties was not provided. Appendix A to the correspondence notes there were major repairs in 2021 which impacted vacancies.

Do they have an active plan on how to address vacancies and if there are any hurdles such as the Saskatchewan Income Support Program.

Response: The actions taken by the Prince Albert Housing Authority to address vacancy rates is identified in their December 20, 2022 correspondence.

Attached as "Appendix B" to the December 20, 2022 Saskatchewan Housing Authority correspondence is the detailed information regarding 2020 and 2021 operations in relation to municipal settlement share owing for the City's share of operating losses.

RPT 23-12 Page **4** of **6** 

#### **CONSULTATIONS:**

This report attaches the response provided by the Executive Director of the Saskatchewan Housing Authority in relation to the motion approved at the November 14, 2022 Executive Committee meeting.

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

The decision of City Council will be communicated back to the Executive Director of the Saskatchewan Housing Authority in relation to the operating losses of the Prince Albert Housing Authority.

The approved payment for the City's share of the operating losses will processed by Finance Administration.

## FINANCIAL IMPLICATIONS:

The City's contraction obligation for 2019 losses was \$14,986.72, which was paid in December 2020.

There was no correspondence provided in Year 2021, regarding the 2020 losses of the Prince Albert Housing Authority. The City had a budget of \$14,990 for 2021 that was not paid. That amount was part of the 2021 Yearend and flowed to Fiscal Stabilization at the end of the year as part of the surplus.

Correspondence dated October 17, 2022 was forwarded to Executive Committee in relating to the operating losses as follows:

2020 Operating Losses	\$44,598.72
2021 Operating Losses	\$59,761.37
Total Operating Losses	\$104,360.09

The 2022 Budget for payment of the City's losses is \$14,990.

The unspent 2021 Budget for payment of the City's losses was \$14,990.

This report is recommending that the unbudgeted amount in excess of \$29,980 be funded from the Housing Reserve.

RPT 23-12 Page **5** of **6** 

The Housing Reserve was established in 2010 as the Affordable Housing Reserve but was renamed the Housing Reserve in 2018 as per the Housing Reserve Policy. The reserve is to be funded by an amount equal to \$42,850 from municipal taxation as approved by City Council during budget deliberations and an amount equal to approximately 4% of funds raised from the sale of City developed residential lands. For the last several years due to fiscal challenges, an amount has not been transferred to the Reserve.

The Housing Reserve had an audited surplus balance of (\$666,892) ending December 31, 2021, as per the Audited Financial Statements.

The Housing Reserve has a healthy surplus balance and can fund the remaining outstanding balance owing by the City for the operating losses of Years 2020 and 2021 of the Prince Albert Housing Authority.

The amount to be funded from the Housing Reserve would be \$74,380.09 as follows:

2020 Operating Losses	\$44,598.72
2021 Operating Losses	\$59,761.37
Total Operating Losses	\$104,360.09
Less 2022 Budget	(\$14,990.00)
Less 2021 Unspent Budget – Fiscal Stabilization	(\$14,990.00)
Remainder to be Funded from Housing Reserve	\$74,380.09

As well, the amount of \$14,990 will be funded by the unspent 2021 Budget which will be funded from Fiscal Stabilization in Year 2022.

# 2023 Budget

The Prince Albert Housing Authority provided an updated estimate of 2022 operating losses that the City of Prince Albert will be responsible for and will be paid for in 2023. The amount is \$52,920 and is the basis for the 2023 Budget. The operating losses for 2022 is identified in the attached correspondence dated October 17, 2022 from the Saskatchewan Housing Corporation.

As part of the 2023 Budget Deliberations, Council has approved the total grant and donation of \$52,920 to be funded from the Housing Reserve for 2023.

RPT 23-12 Page **6** of **6** 

#### OTHER CONSIDERATIONS/IMPLICATIONS:

There are no policy, privacy and official community plan implications.

## STRATEGIC PLAN:

Delivering Professional Governance – Organizational Effectiveness – Implement long-term budget planning to create predictability in decision making. Administration will reach out to the Prince Albert Housing Authority in relation to annual losses for the budgeting process.

#### **OPTIONS TO RECOMMENDATION:**

Council may choose to fund the operating losses in excess of the 2022 budgeted amount of \$89,370.09 from Fiscal Stabilization Fund. That is not being recommended as the Housing Reserve has a healthy surplus balance.

## **PUBLIC NOTICE:**

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

# PRESENTATION: Presentation by Senior Accounting Manager

## ATTACHMENTS:

- 1. Correspondence dated December 20, 2022 from the Saskatchewan Housing Corporation in response to Executive Committee motion.
- 2. Correspondence dated October 17, 2022 from the Saskatchewan Housing Corporation regarding 2021 and 2020 Settlement Municipal Share Housing Projects.
- 3. Correspondence dated October 20, 2020 from the Saskatchewan Housing Corporation regarding 2019 Settlement Municipal Share Housing Projects.

Written by: Briane Vance, Senior Accounting Manager

Approved by: Director of Financial Services and City Manager

#### **Ministry of Social Services**



225 First Avenue N Saskatoon, Canada S7K 1X2 306-933-6292

1-866-245-5758 (Toll Free) 306-933-8411 (Fax)

December 20, 2022

Ramona Fauchoux, PCP Director of Financial Services City of Prince Albert 1084 Central Avenue Prince Albert, SK S6V 7P3

#### Dear Ramona Fauchoux:

I am responding to your recent letter dated November 29, 2022, which requested further information to the questions outlined within your letter as follows:

- In the years 2020 and 2021, what were the house sales and The City's share of house sales; no housing authority properties were sold in Prince Albert in 2020 and 2021.
- 2. Vacancy report in relation to the housing authority portfolio for 2021; please see attached appendix A.
- 3. Actions taken to address vacancy rates:
  - Saskatchewan Housing Corporation has amended its Social Housing Program to address vacancies:
    - o For seniors, the age limit decreased from 60 to 55 and the asset limit increased from \$250,000 to \$300,000. The Seniors Housing Program also expanded to all communities.
    - o Income and asset eligibility limits were waived for applicants with disabilities who require a fully accessible unit.
    - For households who choose to share a unit, income and asset eligibility is calculated per applicant instead of as a unit. (e.g., groupings of two or three singles, two couples, or one couple and one or two singles who choose to share a unit)
    - Maximum Unit Rent calculations were updated to reflect market rates while covering operating costs. The update resulted in a decline in Maximum Unit Rents in all communities.

- Saskatchewan Housing Corporation regularly identifies buildings that are underused and seeks out partnership opportunities with community-based organizations. These organizations fill the units with their clients and provide them with needed supports. Saskatchewan Housing Corporation seeks partnership opportunities by:
  - advertising new opportunities bi-annually in the spring and fall through calls for expressions of interest; and
    supporting housing authorities in creating partnerships with community organizations.
- 4. Detail information regarding 2020 and 2021 operations in relation to municipal settlement share; please see attached appendix B.

If you would like more information or have any questions, please contact Cindy Lay at 306-933-8451.

Sincerely,

Roger Parenteau

**Executive Director, Housing Operations** 

Enclosure(s): Appendix A and Appendix B

cc: Cindy Lay

Appendix A

Prince Albert Housing Portfolio						
Month/ Year	Senior Vacancy Rate	Family Vacancy Rate				
Jan. 2021	11%	6%				
Feb. 2021	12%	5%				
Mar. 2021	14%	7%				
Apr. 2021	16%	8%				
May. 2021	14%	7%				
June.2021	13%	6%				
July. 2021	15%	5%				
Aug. 2021	15%	7%				
Sept. 2021	15%	7%				
Oct. 2021	16%	6%				
Nov. 2021	16%	6%				
Dec. 2021	10%	4%				

Note: During 2021 some units where targeted for major repair (Village Green and Meadow Green) which impacted vacancy; work is underway to bring units back online.

# Prince Albert Housing Authority

Income Statement	2020	2020 Municipal Settlement Share	2021	2021 Municipal Settlement Share	
Revenue	(3,657,738.00)		(3,573,377.00)		
Other Income	(279,642.00)	(13,982.10)	(279,139.00)	(13,956.95)	
Rent	(3,378,096.00)	(168,904.80)	(3,294,238.00)	(164,711.90)	
Operating Expenditures	3,989,536.00		3,994,334.00		
Administration	406,829.00	20,341.45	385,914.00	19,295.70	
Maintenance	840,485.00	42,024.25	839,661.00	41,983.05	
Operating costs	1,279,194.00	63,959.70	1,289,602.00	64,480.10	
Taxes	745,283.00	37,264.15	773,181.00	38,659.05	
Utilities	717,745.00	35,887.25	705,976.00	35,298.80	
Modernization and Improvement	649,221.00		863,315.00		
Modernization and Improvement	649,221.00	32,461.05	863,315.00	43,165.75	
Total Deficit/(Surplus)	981,019.00	49,050.95	1,284,272.00	64,213.60	
Less: Interest Differential		4,452.23		4,452.23	
Total Municipal Settlement		44,598.72		59,761.37	
94		Total 2020 & 2021 Mu	104,360.09		





October 17, 2022

Clerk
City of Prince Albert
1084 Central Avenue
PRINCE ALBERT SK S6V 7P3

Re: 2021 Settlement Municipal Share - Housing Projects

Based on the financial operations of the Prince Albert Housing Authority, the City's share of the operating loss for 2021 is \$104,360.09. This amount includes a loss balance of \$44,598.76 from the 2020 settlement that was not paid.

A schedule providing details of the 2021 municipal share is enclosed for your reference. Please provide a cheque for the amount owing to Saskatchewan Housing Corporation at 11<sup>th</sup> Floor, 1920 Broad Street, Regina, SK S4P 3V6.

We are also providing you with the estimated 2022 municipal settlement for your budget planning. Please note this estimate is based on the housing authority's 2022 budget and is subject to change based on the year end actuals. The final amount will be invoiced in 2023. If you have any questions, please contact the Prince Albert Housing Authority at (306) 953-7420.

Sincerely,

Roger Parenteau Executive Director

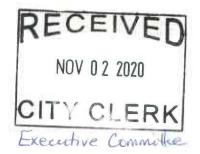
cc: Manager, Prince Albert Housing Authority
Carol Seaberly, Director, Housing Authority Operations, SHC

2021 ACTUAL

#### 2022 ESTIMATE

PROJECT TYPE	DIVISION NUMBER	BUSINESS UNIT DESCRIPTION	BUSINESS UNIT		MUNIC SHARE H.A. INCOME/ (LOSS)	TOTAL INVOICE (PAYMENT)	BUDGETED NET INCOME/(LOSS) PER HOUSING AUTHORITY FINANCIAL STATEMENT	MUNIC SHARE H.A. INCOME/ (LOSS)	ESTIMATED 2022 INVOICE
SPH - SENIORS SPH - SENIORS SPH - SENIORS SPH - SENIORS SPH - FAMILY SPH - SEMILY S	70 11 1301 70 11 1303 70 11 1304 70 11 2507 71 11 3772 71 11 3777 71 11 3777 71 11 3778 75 11 6852 75 11 6853 75 11 6959 75 11 6950 75 11 6950 75 11 6952 75 11 6952 75 11 6952 75 11 6952 75 11 6953 87 11 9301 91 11 0002 91 11 0003	Mitchell & Molstad Place Sherman Carment Northcote Chester Court Providence Place 8th Street and 15th Ave Single family scattered Carlton/ Blackwood /17th /Muir Bryant Place Village Green Meadow Green Bryant Place 12th St West Providence Place Marquis Place Cadar Estates Providence/17th St Homes Now 16th & 3rd Prince Albert New Aff. Ren I Prince Albert New Family 840 5th St E, Prince Albert 840 6th St East, Prince Albert	1284 1285 1286 1287 1391 1392 1393 1394 1568 1569 1570 1577 1577 1977 1987 1987 2089 2073 2089 2151 2147	(794,998.09) (53,117.65) (8,785,93) (3,376.82) (4,486.61) (98,870.61) (3,370.41) (134,262.85) 24,470.97 (11,973.68) (9,142.57) 2,193.77 (18,326.75) 41,911.19 991.09 (22,203.65) (9,989.41) (18,202.72) (1,413.24)	(14,307.71) (39,749.90) (2,655.88) (439.30) (168.84) (224.33) (4,943.53) (168.52) 0.00 0.00 0.00 0.00 0.00 49.55 (1,110,18) (494.92) (494.92) 0.00 0.00		(94,254,00) (641,794,00) (134,565,00) (23,524,00) (8,954,00) (37,583,00) (110,740,00) 782,00 6,639,00 (421,026,00) (102,849,00) (19,492,00) (14,943,00) (22,239,00) (14,943,00) (26,588,00) 15,901,00 57,500,00 51,500,00	(4,712.70) (32,089.70) (6,728.25) (1,176.20) (447.70) (1,879.15) (7,313.40) (189.20) 0.00 0.00 0.00 0.00 0.00 0.00 (1,111.95) (974.60) (747.15) 0.00 0.00 0.00	
LESS: Interest Differential 2020 Balance					4,452.23	44,598.76		4,452.23	
				(1,300,017.09)	(59,761,33)	104,360.09	(1,870,226 00)	(52,917.77)	52,917.77
TOTAL INVOICE						104,360.09			52,917.77





**Ministry of Social Services** 

11<sup>th</sup> Floor, 1920 Broad Street Regina, Canada S4P 3V6

1-800-667-7567 (Toll Free) 306-798-3110 (Fax)

October 20, 2020

Clerk
City of Prince Albert
1084 Central Avenue
PRINCE ALBERT SK S6V 7P3

Recommended Disposition:

Financial : Services

Re: 2019 Settlement Municipal Share - Housing Projects

Based on the financial operations of the Prince Albert Housing Authority, the City's share of the operating loss for 2019 is \$14,986.72.

A schedule providing details of the municipal share is enclosed for your reference. Please make your cheque payable to Saskatchewan Housing Corporation and forward to the above address.

If you have any questions, please contact the Prince Albert Housing Authority at (306) 953-7420.

Yours truly,

Dianne Baird Executive Director

cc: Manager, Prince Albert Housing Authority
Fred G. Payton, Chairperson, Prince Albert Housing Authority
Roger Parenteau, Director, Housing Authorities and Northern Services, SHC

			SION	BUSINESS	NET INCOME/(LOSS) PER HOUSING AUTHORITY FINANCIAL	MUNIC SHARE H.A. INCOME/	TOTAL
PROJECT TYPE		NUM	MBER	UNIT	STATEMENT	(LOSS)	INVOICE (PAYMEN
SPH - SENIORS	70	11	1301	12		(2,453.63)	
SPH - SENIORS	70	11	1303	12		(1,219.57)	
SPH - SENIORS	70	11	1304	12	86 (7,991.09)	(399.55)	
SPH - SENIORS	70	11	2507	12	87 (8,829.40)	(441.47)	
SPH - FAMILY	71	11	3770	13		0.00	
SPH - FAMILY	71	11	3772	13	91 (54,225.76)	(2,711.29)	
SPH - FAMILY	71	11	3773	13	92 (4,029.00)	(201.45)	
SPH - FAMILY	71	11	3777	13	93 (125,826.21)	(6,291.31)	
SPH - FAMILY	71	11	3778	13	94 (45,125.89)	(2,256.29)	
PHD NON-PROFIT	75	11	6851	15	68 (6,048.07)	0.00	
PHD NON-PROFIT	75	11	6852	15	69 44,925.81	0.00	
PHD NON-PROFIT	75	11	6853	15	70 28,588.91	0.00	
PHD NON-PROFIT	75	11	6949	15		0.00	
PHD NON-PROFIT	75	11	6950	15		0.00	
LIMITED DIVIDEND - MARQUIS PLACE	75	11	6952		73 (19,471.07)	0.00	
LIMITED DIVIDEND - CEDAR PLACE	75	11	6953	15		0.00	
SECTION 56.1 - 88 COMM	87	11	8814		53 0.00	0.00	
SECTION 56.1 - 93 COMM (WESTFLATS )	87	11	9301	19		(845,12)	
HOMES NOW - 9TH STREET APT	91	11	0002	19		(967.57)	
HOMES NOW - DUPLEXES	91	11	0002		88 (35,032.50)	(1,751.63)	
NEW AFFORDABLE RENTALS	31	4.1	0003		73 (2,306.20)	0.00	
PRINCE ALBERT NEW FAMILY					89 32.702.52	0.00	
				21		0.00	
vvc							
VVC				21	47 64,279.67	0.00	
LESS: Interest Differential						4,552.18	
					,		
					(268,248.02)	(14,986.72)	14,986.72
TOTAL INVOICE							14,986.72



#### **RPT 23-43**

**TITLE:** Digital Billboard – 75 South Industrial Drive

DATE: February 1, 2023

TO: City Council

PUBLIC: X INCAMERA:

## **RECOMMENDATION:**

1. That the application for the conversion of an existing Billboard located at 75 South Industrial Drive, legally described as Lot 13, Block E, Plan 79PA03642, Ext 0, to a Digital Billboard, be approved subject to:

a. The submission of a stamped engineered drawing or letter showing that the existing sign pole and foundation is structurally capable of supporting the new digital components.

#### **TOPIC & PURPOSE:**

The purpose of the report is to consider an application for the conversion of an existing Billboard to a Digital Billboard at 75 South Industrial Drive, current location of Trudel Auto Body.

## **BACKGROUND:**

The Department of Planning & Development Services is in receipt of a Sign Permit Application for a Digital Billboard to be located at 75 South Industrial Drive. There is an existing Billboard at this location that will be converted for use as a Digital Billboard if approved. A Billboard is defined by the Zoning Bylaw as a poster panel freestanding sign that is only allowed in specific locations for the purpose of providing third party advertising. As the applicant is hoping to replace the poster panels with a double-faced digital display for third party advertising, this application requires City Council approval.

RPT 23-43 Page **2** of **3** 

#### PROPOSED APPROACH AND RATIONALE:

The existing billboard at 75 South Industrial Drive currently meets the required front, side, and rear yard setbacks as outlined in Bylaw No. 1 of 2019, the Zoning Bylaw. In addition to those standards, the existing billboard meets the zoning location requirements as laid out in Section 13.3.2 (a) of the Zoning Bylaw:

"Large billboards shall be permitted within the M1 – Heavy Industrial or M3 – Large Lot Light Industrial Zoning Districts, or on City owned property as shown on Schedule A."

The proposed new Digital Billboard also meets all size requirements for height and sign area, as well as minimum clearance standards, but as the location of the Digital Billboard is determined by the location of the existing Billboard, it does not meet Section 13.3.2 (d) of the Zoning Bylaw, which states:

"Large billboards shall be spaced a minimum of 90 metres apart when located on the same side of a right-of-way, except along a provincial highway where the minimum spacing shall be at the discretion of the Ministry of Highways and Infrastructure."

The existing Billboard is located on a site zoned M3 – Large Lot Light Industrial, and is currently located 86.8 metres away from another existing Billboard. These billboards were approved and erected in 2005, immediately after the Zoning Bylaw was amended to allow for billboards in industrial zones. As the billboards do not quite meet the 90 metre separation requirement, they are considered legal non-conforming structures. As per Section 91(1) of the *Planning & Development Act, 2007,* the element of non-conformity is not increased by converting an existing Billboard to a Digital Billboard, so the alteration is acceptable.

If the conversion to a Digital Billboard were to be approved by City Council, the applicant would be required to provide engineer stamped drawings or a letter indicating that the existing sign pole and foundation is structurally sound and capable of supporting the weight of the proposed double-faced digital sign. As there were no issues identified during the plan review outside of the requirement to obtain a stamped drawing, Administration recommends approval of the permit application.

#### **CONSULTATIONS:**

The Department of Planning and Development Services has been in contact with the applicant throughout the review process in order to ensure that they are aware of municipal requirements and processes, options, and to manage expectations and timelines.

The application has also been reviewed by the Department of Public Works, Community Services, Fire and Emergency Services, and the Building Division, and there are no additional concerns.

RPT 23-43 Page **3** of **3** 

#### COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

The applicant will be notified in writing of City Council's decision.

## 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:

Throughout the permit process, Administration has supported the area of focus of Economic Diversity and Stability by working to accommodate the needs of new and existing businesses.

## **OFFICIAL COMMUNITY PLAN:**

Section 17.7 of the Official Community Plan states that, "All signage shall comply with the Zoning Bylaw or the Portable Sign Bylaw and the design guidelines set out therein."

## **PUBLIC NOTICE:**

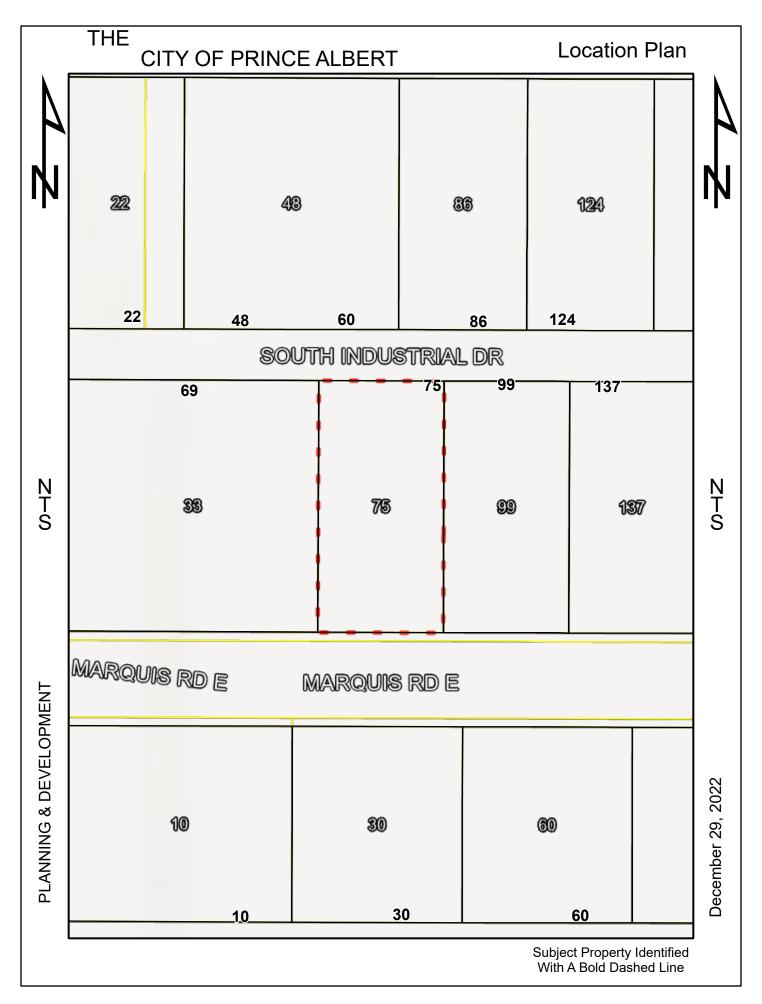
Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

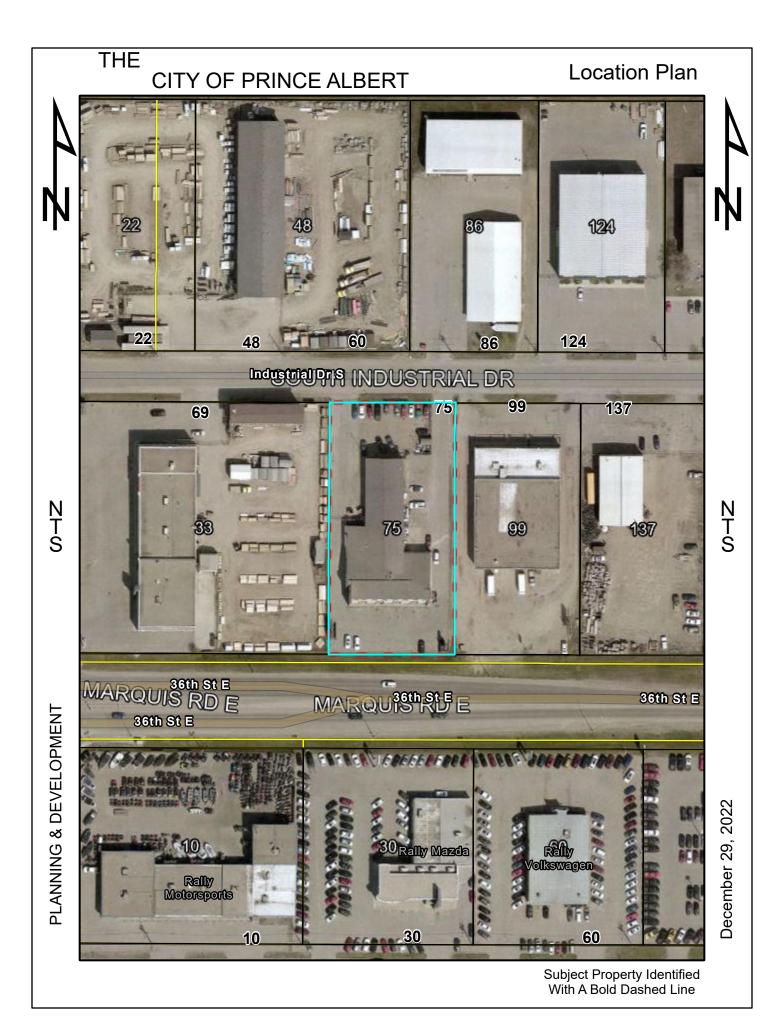
#### **ATTACHMENTS:**

- 1. Location Plan
- 2. Location Plan Aerial
- 3. Site Plan
- 4. Structural Drawings

Written by: Ellen Pearson, Planner

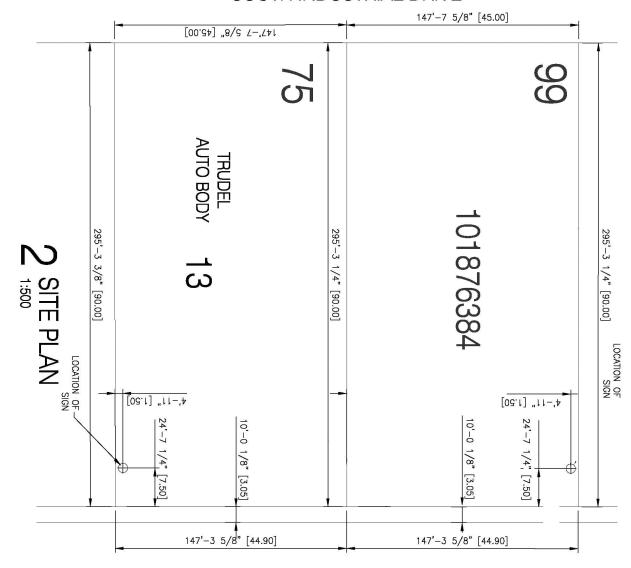
Approved by: Director of Planning and Development Services & City Manager





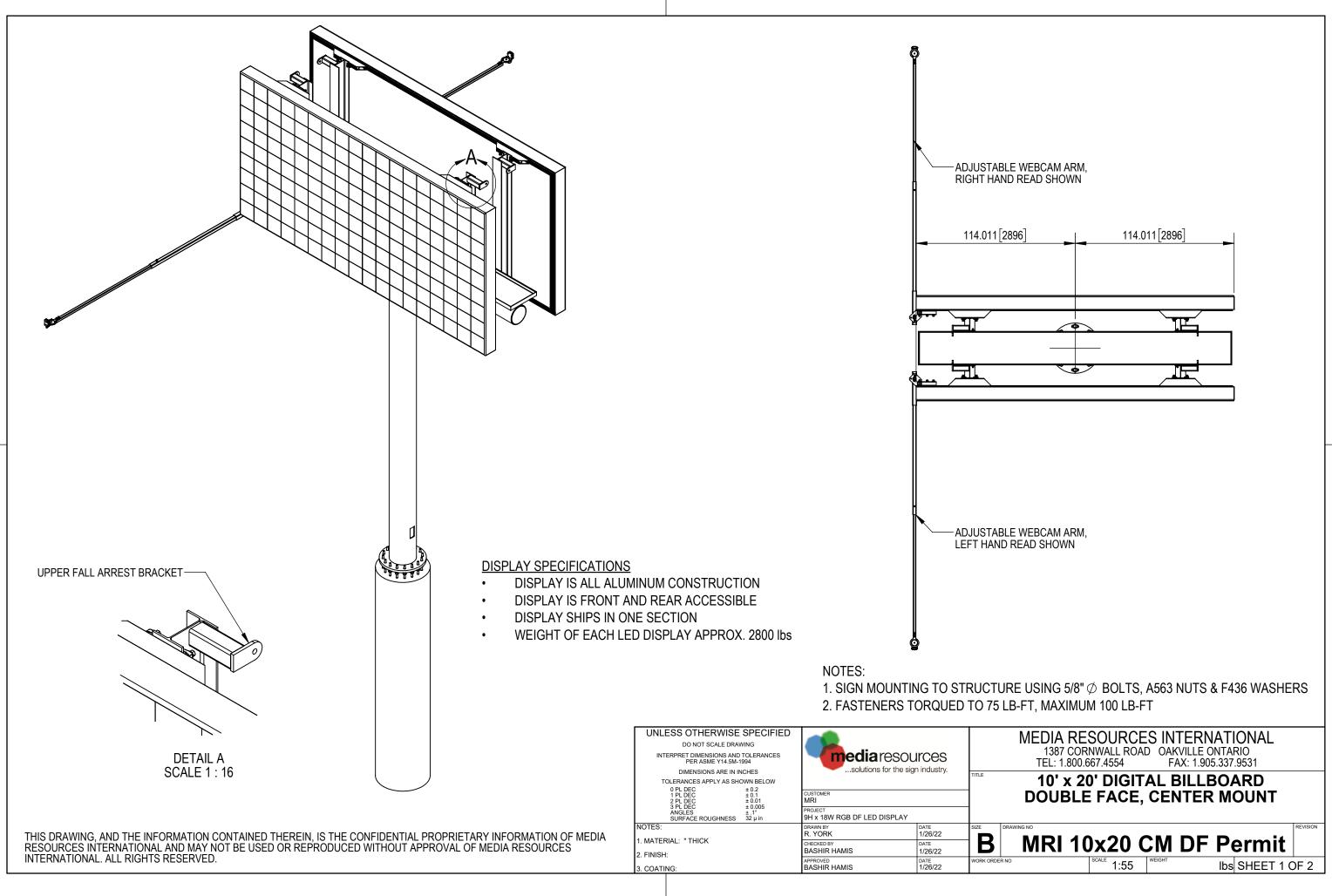
# Site Plan 75 - South Industrial Drive

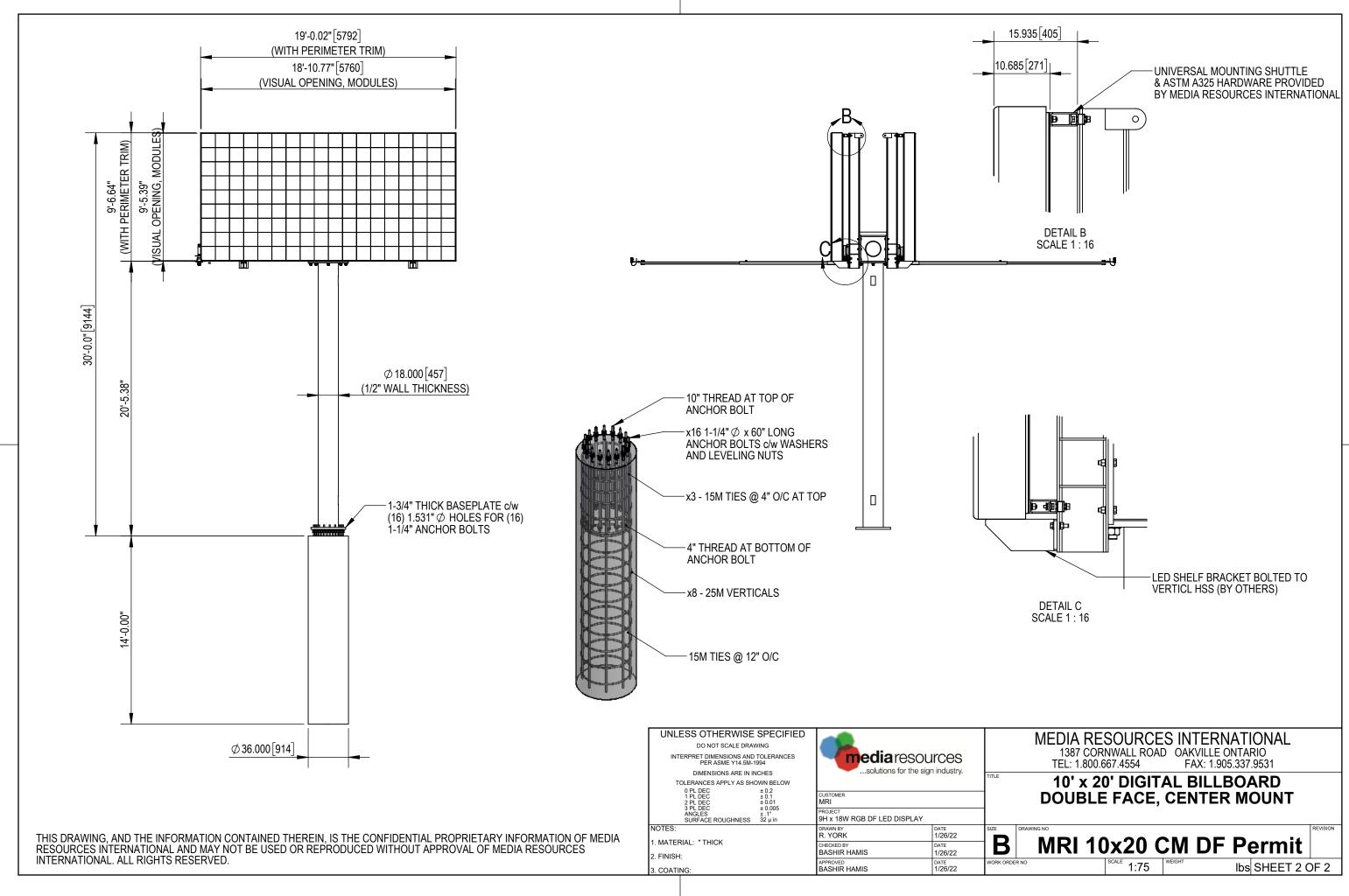
# SOUTH INDUSTRIAL DRIVE



MARQUIS ROAD









TITLE: Subdivision Application - One Sky Forest Products Limited

DATE: February 13, 2023

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

1. That the proposed Subdivision of the subject lands legally described as NE, SE, and NW Section 26-49-25-2 be approved subject to:

- a. The submission of a Final Plan of Survey for the review and approval by Administration;
- 2. That the Mayor and City Clerk be authorized to execute the Plan of Survey on behalf of City Council, once prepared.

#### **TOPIC & PURPOSE:**

The purpose of this report is to review and approve the application put forward by One Sky Forest Products Limited to subdivide Prince Albert Pulp Incorporated's land for the purposes of developing an Oriented Strand Board (OSB) mill.

#### **BACKGROUND:**

The Department of Planning and Development Services is in receipt of a subdivision application for 14466 Highway 55, legally described as NE, SE, and NW Section 26-49-25-2. As per section 14(c) of Bylaw No. 1 of 2020, the Administration Bylaw, the subdivision of more than 2 lots requires City Council approval. The subject properties are located in the M1 – Heavy industrial Zoning District, the purpose of which is to: "establish areas of intense industrial development, situated along heavy or dangerous goods routes, where uses are expected to create noise, smoke, smells, dust, light and other similar nuisances.

#### PROPOSED APPROACH AND RATIONALE:

RPT 23-60 Page 2 of 3

The purpose of this subdivision is provide One Sky Forest Products Limited with an opportunity to get Council's preliminary approval on the future site and development of a new OSB mill located near the Prince Albert Pulp Mill. If the subdivision is approved, One Sky Forest Products Limited will submit a Plan of Survey for execution and start preparing for development in summer of 2023.

Though final plans are required for review and approval by Administration, we do not foresee any significant issues with the proposed subdivision that would inhibit this project from moving forward.

A letter has been provided from One Sky Forest Products Limited, which provides additional information on the current state of the project, justification on why this subdivision is needed, and Co-location Arrangements. Please refer to the Additional Information Letter Attachment.

#### **CONSULTATIONS:**

The Department of Planning and Development Services has been in contact with the applicant throughout the review process in order to ensure that they are aware of municipal requirements and processes, options, and to manage expectations and timelines.

The application has also been reviewed by the Department of Public Works, Community Services, Assessment, Fire and Emergency Services, and the Building Division, and there are no concerns.

#### COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

The applicant will be notified in writing of City Council's decision. If approved, Administration will continue to work with the applicant to complete the subdivision in accordance with City bylaws and regulations.

#### OTHER CONSIDERATIONS/IMPLICATIONS:

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

#### STRATEGIC PLAN:

The approval of this Proposed Subdivision is guided by the Strategic Priority of Building a Robust Economy through economic growth and diversifying the range of businesses that call Prince Albert home. In approving this subdivision, the City is creating an opportunity to create jobs while planning for the long-term economic development.

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

Section 11.2 of the Official Community Plan supports the proposed subdivision through the goal of Economic Development and: "Aim to increase employment and economic activity in the

RPT 23-60 Page **3** of **3** 

city and region." In approving this subdivision the City is providing a chance to promote economic development and create an opportunity for employment.

## **PUBLIC NOTICE:**

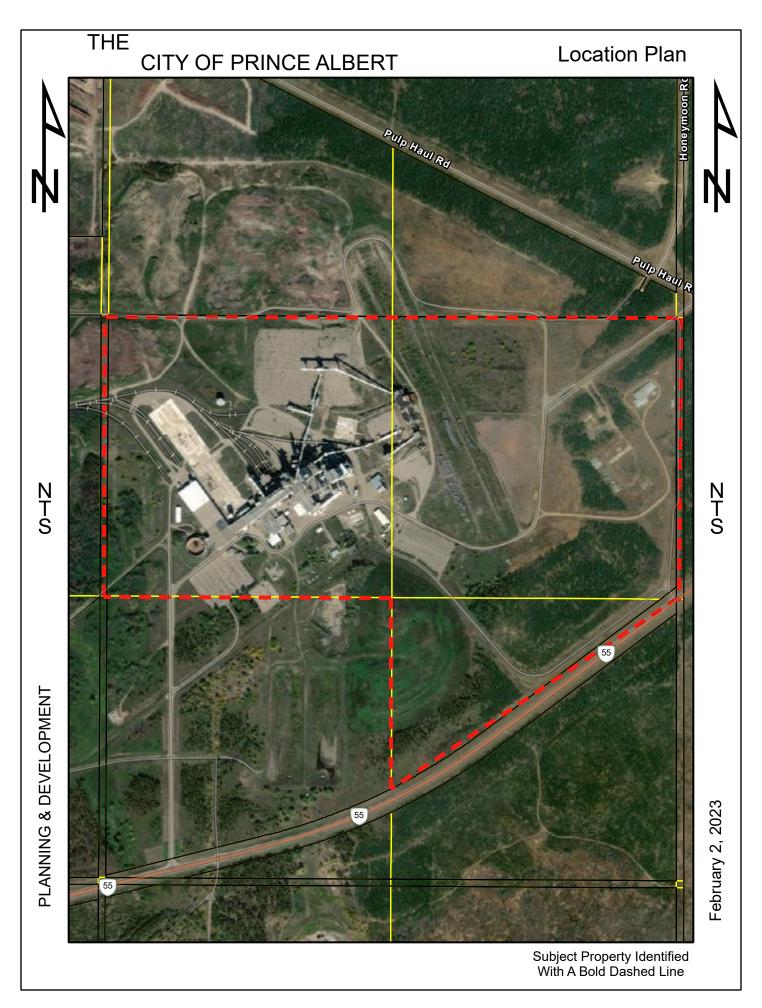
Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

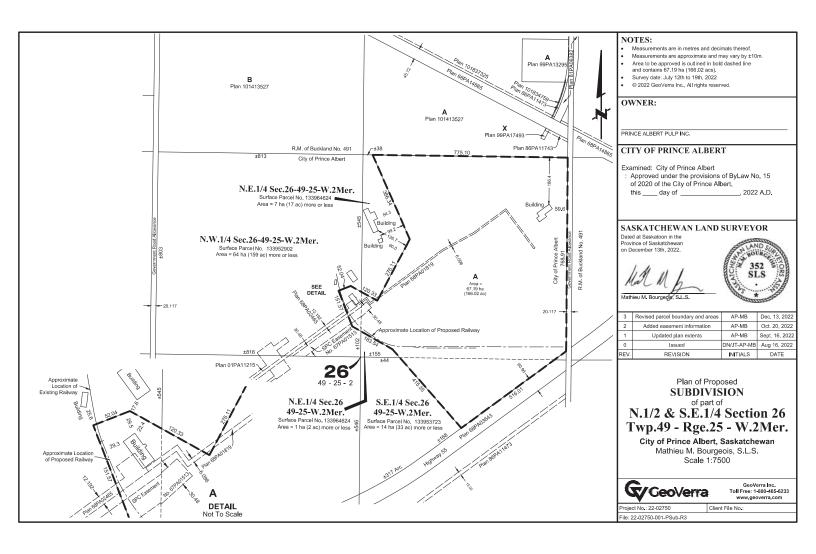
## ATTACHMENTS:

- 1. Location Plan
- 2. Plan of Proposed Subdivision
- 3. Additional Information Letter

Written by: Darien Frantik, Planner

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







## ONE SKY FOREST PRODUCTS



1 February 2023

Craig Guidinger, MCIP RPP
Director, Planning and Development Services
City Hall / 1084 Central Avenue
Prince Albert SK, S6V 7P3

Dear Mr. Guidinger:

#### RE: ONE SKY FOREST PRODUCTS OSB PROJECT – Subdivision Application (follow up)

Thank you for requesting additional information about the OSFP site subdivision and Project to accompany our subdivision application.

#### **State of the Project**

One Sky Forest Products (OSFP) received Ministerial Decision in November 2022 respecting its environmental impact statement, authorizing OSFP to proceed with the OSB project. Following the successful conclusion of the Environmental Assessment process, the ancillary permit application process is currently underway. OSFP expects to receive the primary permits for construction and operation in Q1 2023.

OSFP has secured timber through direct Provincial timber allocation plus commercial agreements with First Nations timber allocation holders. OSFP will also purchase roundwood from private landowners from time to time.

OSFP has secured high-quality OSB equipment from an idle OSB mill in Fort Nelson, BC. The equipment was decommissioned correctly in 2008; and has been preserved and protected ever since, including winter heat and 24/7 on-site security personnel. The Fort Nelson OSB mill was designed by PS&E (a Prince Albert based company), and it seems appropriate that it is 'coming home' to Prince Albert.

#### **Requirement for Subdivision**

The OSFP Site is proposed to be subdivided from the east end of the existing Prince Albert pulp mill site. The pulp mill site is owned by Prince Albert Pulp Inc., a Paper Excellence company (PAPI). The OSFP Site was formerly the home of the PAPI woodlands operations and capital project office, including a mobile shop, woodlands offices, log storage, and project-based construction facilities. No pulp processing activities or effluent storage took place on the OSFP Site.

The OSFP Site is approximately 230 contiguous acres, with freehold title in Prince Albert, Saskatchewan, including a small portion that extends northward into the Rural Municipality of Buckland.

The subdivision is required so the OSB mill and the pulp mill site are legally separate and independent, with ownership of the pulp mill site not tied to ownership of the OSB site.

The OSFP Site consists of flat land, gently sloping from the north to the south. The site has a chain link perimeter fence and includes paved accesses from Highway 55 (employee entrance with large, paved parking area) and Pulp Haul Road (log deliveries and product shipments). A pair of log truck weigh scales

## ONE SKY FOREST PRODUCTS LTD.

(inbound and outbound) are in place and functioning. Rail service is available with end-of-steel included on the OFSP Site.

The area planned to be the log yard on the OSFP Site has space to store approximately 1.4 million m3, although only 575,000 m3 is required for the planned production level. The remainder of the site has significant room for future expansions.

PAPI will retain responsibility and liability for existing contamination, while OSFP is responsible for any new contamination arising from its activities on the site. The intent is to manage the environmental risk to OSFP as if it were a greenfield site.

The subdivision is needed to provide OSFP with a fee simple site that it owns, ideal for its current needs with room to grow, and independent of the pulp mill.

#### **Co-Location Arrangements**

Following a recommendation from Saskatchewan Ministry of Environment, PAPI has agreed to provide fresh water to OSFP. PAPI will also allow a connection to SaskPower via the existing Prince Albert pulp substation. OSFP will continually assess the practicality and benefits of relying upon such utilities from PAPI while ensuring viable options that allow OSFP to operate independently from the pulp mill and have fresh water and electricity if the pulp mill ceases to provide them.

OSFP will have right of way for rail traffic across the PAPI site to the Carlton Trail Railway, plus rights of way for utilities and other infrastructure services across the PAPI site. PAPI will have a right of way for truck traffic across the scales (located on the OSPF Site) to the PAPI pulp mill site.

## **Concluding Remarks**

I am available to discuss the project and this subdivision application further at your convenience.

Yours truly,

ONE SKY FOREST PRODUCTS LTD.

Erik Munck VP Projects

c. 403.909.3745

cc. Doug Hammond, Corporate Counsel, OSFP
Carlo Dal Monte, VP Energy and Business Development & Project Director PA Pulp, PAPI



TITLE: Digital Sign - 110 11th Street West

DATE: February 13, 2023

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

1. That the Sign Permit Application for a Digital Sign to be located at 110 11<sup>th</sup> Street West, legally described as Lots 12-14, Block A, Plan B, be approved, subject to:

a. The submission of a stamped engineered drawing or letter showing that the existing sign is structurally capable of supporting the new digital components.

#### **TOPIC & PURPOSE:**

The purpose of the report is to approve the Sign Permit Application for a Digital Sign at 110 11<sup>th</sup> Street West, the location of A&W.

#### **BACKGROUND:**

The Department of Planning & Development Services is in receipt of a Sign Permit Application for a Digital Sign to be located at 110 11<sup>th</sup> Street West, at the A&W restaurant. There is an existing freestanding sign at this location that will be reused to support the new Digital Sign if approved.

This is the second digital sign application that A&W has applied for in the last number of weeks. The first application for their Marquis Road location was approved January 23, 2023.

## PROPOSED APPROACH AND RATIONALE:

The existing freestanding sign at A&W, 110 11<sup>th</sup> Street West, currently meets all required setbacks and minimum clearance standards as outlined in Bylaw No. 1 of 2019, the Zoning Bylaw. There is an existing changeable letter board on the current sign that is slated for

RPT 23-61 Page **2** of **3** 

removal and replacement with a digital sign, if approved. The digital sign will only be used to advertise A&W, as no third party advertising is permitted. The addition of the digital components to the sign will require that an engineer provide stamped drawings or a letter indicating that the existing sign pylon is structurally sound and capable of supporting the weight of the new double-faced digital sign.

As there were no issues identified during the plan review outside of the requirement to obtain an engineer's evaluation, Administration recommends approval of the permit application.

#### **CONSULTATIONS:**

The Department of Planning and Development Services has been in contact with the applicant throughout the review process in order to ensure that they are aware of municipal requirements and processes, options, and to manage expectations and timelines.

The application has also been reviewed by the Department of Public Works, Community Services, Fire and Emergency Services, and the Building Division, and there are no concerns.

#### COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

The applicant will be notified in writing of City Council's decision.

#### 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:

Throughout the permit process, Administration has supported the core value of being accountable and transparent by providing accurate information to the applicant in a timely manner.

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

Section 17.7 of the Official Community Plan states that, "All signage shall comply with the Zoning Bylaw or the Portable Sign Bylaw and the design guidelines set out therein."

## **PUBLIC NOTICE:**

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

## **ATTACHMENTS:**

1. Location Plan

RPT 23-61 Page **3** of **3** 

- 2. Site Plan
- 3. Sign Drawings

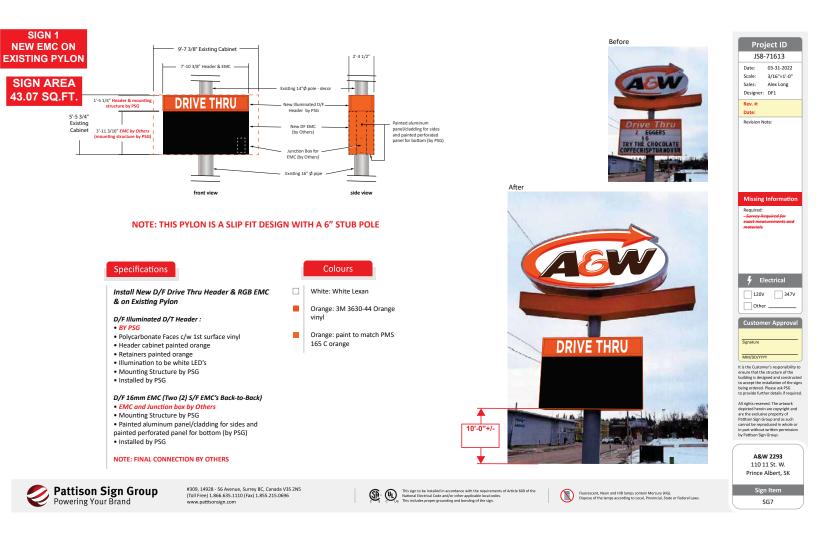
Written by: Darien Frantik, Planner

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

Digital Sign - 110 11th Street West

Subject Property Identified With A Bold Dashed Line







TITLE: Property Sale - 1928 Central Avenue

DATE: February 13, 2023

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

- 1. That the sale of the City owned land immediately adjacent to 1928 Central Avenue, legally described as a portion of Lots 49, 50 and 51, Block 10, Plan E to 11912046 Canada Corporation for the amount of \$30,000 be approved subject to:
  - a. A Sale agreement being prepared and executed by both parties; and,
- 2. That the application to subdivide and consolidate the subject property with the owners current land holdings to the South be approved; and,
- 3. That the Mayor and City Clerk be authorized to execute the Sale agreement and Consolidation plan, once prepared.

#### **TOPIC & PURPOSE:**

The purpose of this report is to approve the subdivision and sale of approximately 6000 square feet of City owned land North of 1928 Central Avenue.

#### **BACKGROUND:**

The subject property is currently a vacant City owned gravel parcel that has previously been used for parking for people within the neighborhood. The property owner of 1928 Central Avenue is wishing to purchase the subject property to secure parking for their current and future tenants. The City does not currently rent or lease this land and has no plans for future use.

RPT 23-62 Page **2** of **3** 

#### PROPOSED APPROACH AND RATIONALE:

The Department of Planning and Development Services has received an offer of \$30,000 to purchase the vacant City Owned property located behind 1928 Central Avenue. Historically the price for lands in similar Commercial areas has been between \$3.00 – \$4.59 per square foot. In consideration of this, the \$30,000 received offer is considered to be fair by the Department of Planning and Development Services.

After an interdepartmental review, it is also being recommended that a portion of the subject properties be retained by the City in order to preserve the back alley lane access. Therefore a subdivision/consolidation application is required for this purpose.

The remaining property will be consolidated with the owners current land holdings and used as a parking for their tenants. Please refer to the Location Map Attachment.

#### **CONSULTATIONS:**

The proposed property sale has been reviewed by Public Works, Community Services, Assessment, Fire & Emergency Services, and Planning and Development Services. No concerns were raised.

Conversations and correspondence between administration and the purchaser.

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

Administration will respond to the purchaser and an original copy of the Sale Agreement will be provided to them.

#### FINANCIAL IMPLICATIONS:

All costs associated with the subdivision and consolidation will be the responsibility of the purchaser.

The City will receive \$30,000 in revenue for this property sale

#### OTHER CONSIDERATIONS/IMPLICATIONS:

There is no policy or privacy implications or other considerations.

#### STRATEGIC PLAN:

A strategic priority that is being used to guide this property sale, as outlined in the City of Prince Albert Strategic Plan 2023-2025, is Building a Robust Economy; as the specific area of focus, "Population Growth" is being utilized to "develop ways to effectively promote Prince

RPT 23-62 Page **3** of **3** 

Albert's amenities, assets, and other improvements."

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

As per Section 11.3 of the City of Prince Albert's Official Community Plan, the subject property is considered a surplus of land that can increase the economic feasibility of the neighbourhood:

"rehabilitation of functionally obsolete or vacant residential, commercial, industrial and institutional land and buildings where economically feasible and where compatible with prescribed existing land uses."

## **PUBLIC NOTICE:**

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

#### **ATTACHMENTS:**

1. Locaton Map

Written by: Darien Frantik, Planner

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

PLANNING & DEVELOPMENT SERVICES

P.A.C.I

February 2023 Subject Property Identified With A Bold Dashed Line



TITLE: Property Sale - 800 28th Street West

DATE: February 13, 2023

TO: City Council

PUBLIC: X INCAMERA:

## **RECOMMENDATION:**

- 1. That the Offer to Purchase from BRAR Investment Group for the City owned property, located at 800 28<sup>th</sup> Street West, legally described as Parcel H, Plan 102132199 be approved for the offered price of One Million Dollars (\$1,000,000.00), subject to the City Solicitor reviewing and making revisions to the Offer as necessary; and,
- 2. That the Mayor and City Clerk are authorized to execute on behalf of the City, in a form finalized and recommended in consultation with the City Solicitor, a sale agreement with BRAR Investment Group

#### **TOPIC & PURPOSE:**

The purpose of this report is to approve the Offer to Purchase from BRAR Investment Group to purchase 5.17 acres of City Property, legally described as Parcel H, Plan 102132199, for a price of One Million Dollars (\$1,000,000.00).

#### **BACKGROUND:**

BRAR Investment Group has been working closely with the Mayor's office and the Department of Planning and Development Services to identify a suitable location to construct 3 apartment buildings in Prince Albert.

#### PROPOSED APPROACH AND RATIONALE:

As a result of these discussions, Administration has now received an offer of One Million

RPT 23-63 Page **2** of **3** 

Dollars (\$1,000,000.00) to purchase the 5.1 acre City owned parcel of land adjacent to Bristowe Drive on 28<sup>th</sup> Street West. As per the attached letter, the intent of the Development is to construct 3 apartment buildings, with a total of approximately 180 units to serve the Prince Albert rental market.

This piece of property has been advertised for sale off and on over the last number of years and this is the first offer that has been brought forward for consideration. The site is fully serviced and is ready for development. The City has sold similar land in the past between \$200,000 - \$300,000 per acre. Considering the different types of incentives that have been applied to past projects, the Director of Planning and Development Services feels that the offer is fair and is therefore recommending approval by Prince Albert City Council.

As per the attached offer letter, BRAR Investment group has proposed a staged payment plan; \$100,000 year 1, \$450,000 year 2, \$450,000 year 3 for a total of \$1,000,000. Administration will work closely with the City Solicitor to draft a suitable sale agreement.

A Conceptual design has been attached to this report as information only. A development permit package will be required for each building, at which time a full interdepartmental review will take place to confirm compliance with City requirements.

If approved, work is to commence in the Spring/Summer of 2023.

#### **CONSULTATIONS:**

Administration has discussed this proposal with the Mayor's Office and the Department of Public Works.

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

Administration will respond to the purchaser and an original copy of the Sale Agreement will be provided to them.

#### FINANCIAL IMPLICATIONS:

Over the next three years, BRAR Investment Group has proposed an investment plan to pay the proposed One Million Dollars (\$1,000,000.00) through three annual payments:

- 1. One Hundred Thousand Dollar (\$100,000.00) payment in 2023 before construction
- 2. Four hundred and Fifty Thousand Dollar (\$450, 000.00) payment in 2024
- 3. Four hundred and Fifty Thousand Dollars (\$450, 000.00) payment in 2025

The \$1,000,000 offer equates to approximately \$200,000 per acre.

Once fully constructed, the 3 apartment buildings will generate significant taxation revenue for the City. For example, one 72 unit apartment building in the City currently pays over \$88,000 in

RPT 23-63 Page **3** of **3** 

taxes.

#### OTHER CONSIDERATIONS/IMPLICATIONS:

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

## STRATEGIC PLAN:

A strategic priority that is being used to guide this property sale, as outlined in the City of Prince Albert Strategic Plan 2023-2025, is Building a Robust Economy; as a specific area of focus, "Population Growth" is being utilized to "create a wide range of property and housing options to accommodate people who choose to relocate to Prince Albert."

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

As per Section 11.3 of the City of Prince Albert's Official Community Plan, the subject property is considered a surplus of land that can increase the economic feasibility of the neighbourhood: "rehabilitation of functionally obsolete or vacant residential, commercial, industrial and institutional land and buildings where economically feasible and where compatible with prescribed existing land uses."

Section 15.8 Planning and Development Services Planning and Development Services manages land sales, assembly and development, and has a portfolio of surplus land that could be considered for development under a number of policy scenarios.

#### **PUBLIC NOTICE:**

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

#### ATTACHMENTS:

- 1. Location Map
- 2. Letter of Offer
- 3. Conceptual Design

Written by: Darien Frantik, Planner

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

Property Sale - 800 28th Street West

Subject Property Identified With A Bold Dashed Line











PG BRAR 3830 East Gate Drive Regina SK S4Z 1A5

Jan 26<sup>th</sup>, 2023

## **City Council, Prince Albert**

## Respected Council Members,

We are interested in developing Parcel H, Plan 102132199, Ext. 0 to build 177-unit apartments.

The construction period will be 2 years, starting May 2023.

Our investment plan will be as-

- -\$100k before we start the project this summer
- -\$450K second year
- \$450 K third year

## Conditions:

All the services are Stub out to the property line. If there lots extra soil need to be hauled away we will ask for city assistance.

I trust the above is as requested however, should you have any questions pertaining to any of the above please feel free to contact me direct at 403-703-3761.

Sincerely, **Gary Brar** Owner





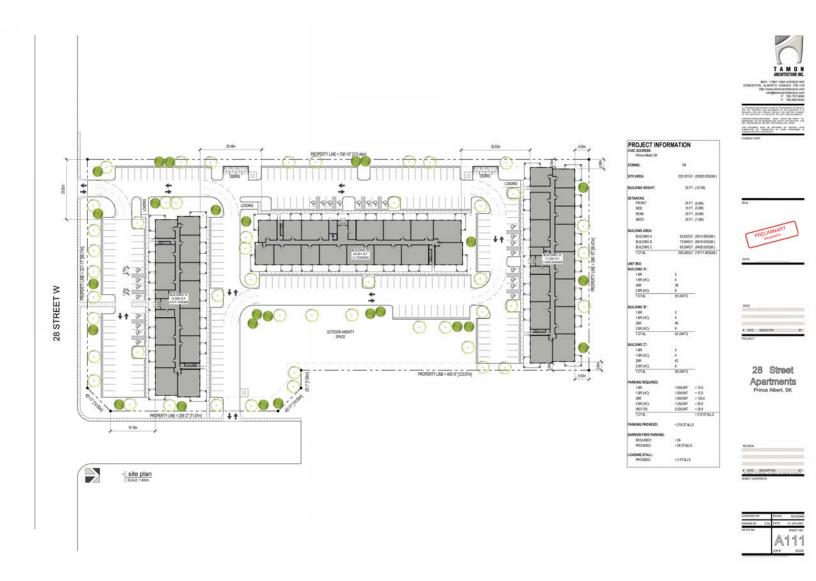






3830 East Gate Drive Regina, Saskatchewan S4Z 1A5 Canada

- +1 306 721 6000 hotel
- +1 306 721 6111 direct
- +1 306 721 6001 fax





TITLE: Parcel AA Development - Metis Nation Saskatchewan

DATE: February 2, 2023

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

That the proposal from Métis Nation Saskatchewan for the construction of an Office and a Child Care Centre be supported in principle, subject to receiving an Application for amendments to the Official Community Plan and Zoning Bylaw, along with the receipt of a Discretionary Use Development Permit Application to be considered at an upcoming City Council meeting.

## **ATTACHMENTS:**

1. Parcel AA Development - Metis Nation Saskatchewan (RPT 23-18)

Written by: Executive Committee



TITLE: Parcel AA Development - Métis Nation Saskatchewan

**DATE:** January 25, 2023

**TO:** Executive Committee

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

1. That the proposal from Métis Nation Saskatchewan for the construction of an office and a child care centre be supported in principle, subject to receiving an application for amendments to the Official Community Plan and Zoning Bylaw, along with the receipt of a Discretionary Use Development Permit Application to be considered by City Council.

#### **TOPIC & PURPOSE:**

The purpose of this report is to consider a development proposal from the Métis Nation Saskatchewan for Parcel AA (see attached Location Plan). This proposal includes two buildings in the northeast corner of the subject property, one for office use and one for a child care centre.

#### **BACKGROUND:**

The Department of Planning and Development Services has received a proposal from the Métis Nation Saskatchewan (MN-S) for a planned development on Parcel AA, a 10.59 ha property in the City's southwest. MN-S has the option to purchase the lands, with the terms including City Council's approval of the project. If the sale is finalized, a 1.21 ha mixed use parcel is proposed in the northeast corner of the property. In order to develop the site, amendments to the Official Community Plan and the Zoning Bylaw would both be required.

The intended use of the office development is for a regional pilot project focused on providing support to Métis citizens and families in the area. The project, called the Ma Faamii Centre ("my family" in Michif), will be a service centre to provide guidance and support from MN-S, government agencies, and private sector professionals to address client needs. An extension of the Ma Faamii Centre will be the full service child care centre proposed in the second building on site. See the attached Parcel AA Development Proposal Package for additional details about the proposed project.

RPT 23-18 Page **2** of **3** 

#### PROPOSED APPROACH AND RATIONALE:

## Official Community Plan

The subject lands are currently designated as Low Density Residential and Medium Density Residential in the Official Community Plan (OCP). This proposal would require an amendment to the OCP to designate the area as Neighbourhood Mixed Use, which consists of moderate density residential and neighbourhood commercial services.

The remainder of the Parcel AA site that is not slated for development is proposed to remain as medium density residential. Once a final use is determined for this portion of the site, new permits and approvals will be required.

This amendment is aligned with existing policies in the OCP that encourage mixed uses, especially in areas that are easily accessible. Taking into consideration proximity to other neighbourhood facilities and amenities, transit routes, the Rotary Trail, and proposed future development, this mixed use site could be easily accessed by the future residential areas surrounding the area. For these reasons, Administration supports this amendment to the OCP.

## Zoning Bylaw

As per the attached Location Plan, Parcel AA is currently zoned Future Urban Development (FUD) in the Zoning Bylaw, which is a zoning district that holds undeveloped land for future development in accordance with a related area of secondary master plan. The West Hill Master Plan exists for this area, and it identifies the subject area as medium density residential.

A proposed rezoning of a portion of the site to Commercial Mixed Use (CMU) will allow for the creation of office space and a child care centre at this location. The purpose of the CMU zoning district is to provide small scale commercial nodes throughout the city. Located on high volume, arterial junctions and adjacent to residential neighbourhood, the CMU zoning district is supported by multiple modes of transportation and is intended to provide small service centers that cater to the day-to-day needs of the surrounding neighbourhood.

The rezoning of this area from FUD to CMU is supported as this development will provide a day care centre, services for residents, and employment opportunities in a location that is accessible by vehicle, transit, and pedestrian routes. As further development occurs on the southwest portion of the City, this commercial development will continue to serve new residential areas. For these reasons, Administration supports the amendment to the Zoning Bylaw.

## **Discretionary Use Application**

A component of this project includes a Child Care Centre in one of the proposed buildings on the site. Child Care Centres are Discretionary Uses in the CMU zoning district requiring City Council approval. Administration is in support of the creation of a new Child Care Centre, provided the application meets all requirements of a full plan review.

#### **CONSULTATIONS:**

Planning and Development Services has worked closely with the applicant throughout the proposal process to ensure they were aware of all of the requirements and timelines.

RPT 23-18 Page **3** of **3** 

#### COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Subject to the approval in principle of this development proposal, two bylaw amendments and a discretionary use application will be required which will involve public notice.

### 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:

This report supports the City's area of focus of engaged government as it provides an opportunity to strengthen relationships with external organizations through collaboration with Métis Nation Saskatchewan.

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

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

#### **PUBLIC NOTICE:**

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

#### PRESENTATION:

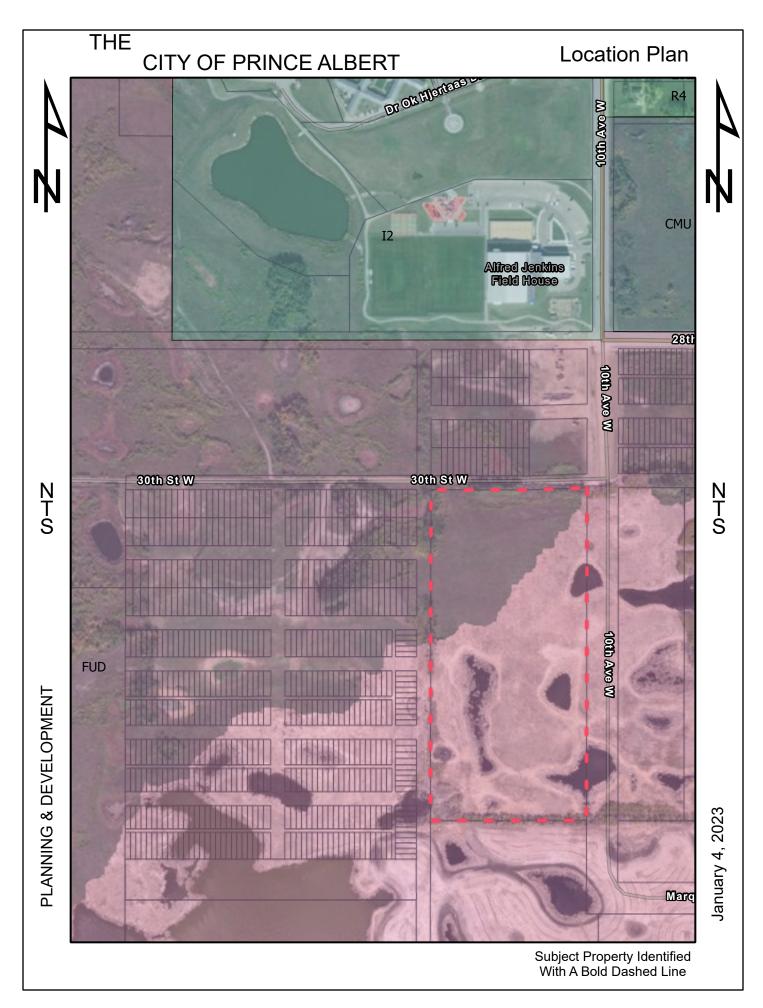
Verbal Presentation by Craig Guidinger, Director of Planning & Development Services

#### **ATTACHMENTS:**

- 1. Location Plan
- 2. Parcel AA Proposed Development Package

Written by: Ellen Pearson, Planner

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





# **CATTERALL & WRIGHT** | **CONSULTING ENGINEERS**

1231 – 8th STREET EAST | SASKATOON, SK S7H 0S5 TEL: (306) 343-7280 | www.cwce.ca | FAX: (306) 956-3199

**December 16, 2022** 

# Parcel AA Proposed Development

West Hill Masterplan, Official Community Plan & Zoning Bylaw Amendment



**Prepared For:** 

**The City of Prince Albert** 

December/2022

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## **Figures**

West Hill Masterplan (displaying Parcel AA & Proposed Mixed Use Parcel)

Mixed Use Site Plan

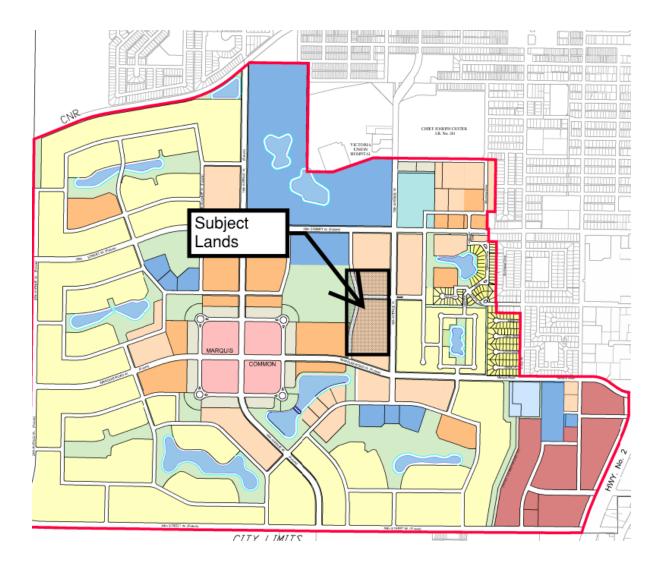
December/2022

# 1.0 Introduction

This report was prepared by Catterall & Wright on behalf of Metis Nation Saskatchewan. The report outlines the background of a proposed development on Parcel AA, Plan 62PA10512, in the City of Prince Albert. Parcel AA is 10.59 ha (26.16 ac) and is situated within the West Hills Masterplan (WHM). Several bylaw amendments are required such that development can proceed. These amendments are outlined in the following sections.

The applicant received a letter of support from City administration on October 14, 2022, subject to a complete application of the necessary bylaw amendments.

#### 1.1 Location Plan



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## 2.0 Background

#### 2.1 Ownership & Jurisdiction

The subject lands are currently owned entirely by Mark and Rita Geiger. The applicant, Metis Nation of Saskatchewan (MN-S) has the option to purchase these lands, with the terms including City Council approval of the necessary bylaw amendments. Parcel AA is within the urban boundary of the City of Prince Albert.

## 2.2 Existing Land Use

The subject lands are currently vacant and have no structures present.

## 2.3 Adjacent Land Use

There is currently no development immediately adjacent to the subject lands.

To the east of the property includes the development area of West Hill. This development includes low and medium density residential. Future development plans on the east side of 10<sup>th</sup> Ave, according to the WHM include low and medium density residential.

To the north of the property includes the Alfred Jenkins Field House and the Victoria Hospital. Future development plans between Alfred Jenkins Field House and the subject lands, according to the WHM, includes medium density residential.

To the south of the property, future development plans include medium density residential.

To the west of the property, future development plans include institutional, park space, and high density residential.

#### 2.4 Utilities & Easements

There is a SaskPower easement in an east-west orientation located approximately 80 m south of 30<sup>th</sup> St West. No other easements were present based on an ISC Map Search.

Existing utilities include the following:

- 300mm Water Main (10<sup>th</sup> Ave West)
- ➤ 300mm Sanitary Sewer (10<sup>th</sup> Ave West)
- > 900mm Storm Sewer (10<sup>th</sup> Ave West)

December/2022

#### **SaskPower Easement**



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## 3.0 Land Use Plan

## 3.1 Neighbourhood Mixed Use

A 1.21 ha (3.00 ac) mixed use parcel is proposed in the northeast part of the subject lands. This parcel is intended for two buildings:

**Proposed Building A** – 10,000 sq. ft. single story Office building. Building A will be the Ma Faamii Centre ("my family" in Michif) which will be a physical space that Métis citizens and families can go to receive guidance and supports focused on enhancing their lives and improving their well-being. Ma Faamii is a place that will benefit all Métis citizens. When Métis clients enter the Ma Faamii Service Centre they will be greeted by a receptionist that pairs them with a Ma Faamii Navigator. The Ma Faamii Navigator will function as the client's primary support partner and will work with the client to assess client needs and develop a personalized support team. The personalized support team will include Ma Faamii Navigator, MN-S service professionals, government service professionals, and private sector professionals that offer services and programs that address the clients' specific needs. The Ma Faamii project will utilize a core team of staff members to operate the facility and coordinate the delivery of client supports. The Ma Faamii Centre will also incorporate an Early Learning and Child Care centre (See Proposed Building B) complete with dedicated green space.

The Ma Faamii is a regional pilot project focused on providing supports to the citizens and families of MN-S Region WR2A. The City of Prince Albert houses a large proportion of Métis citizens within the Region and acts as a commerce/service hub for other communities throughout WR2A. The city has the added benefit of being a primary service centre for many of the potential pilot project partners. This will enhance MN-S's ability to persuade project partners to co-locate at the Ma Faamii site, reducing barriers to access and enhancing service delivery efficiency and efficacy.

**Proposed Building B** - 12,000 sq.ft. single story Early Learning Child Care building. This Centre, which is an extension of the Ma Faamii building, is intended to be a full service child care centre.

#### 3.2 Medium Density Residential

The remainder of developable lands within the subject parcel will remain proposed as medium density residential, as outlined in the WHM.

#### 3.3 Municipal Reserve

The WHM displays Municipal Reserve (MR) on the west side of the subject lands. The applicant will work with the City and other land owners to ensure that adequate MR dedication is achieved throughout the entirety of the proposed development.

December/2022

### 4.0 **Bylaw Amendments**

### 4.1 Official Community Plan

The subject lands are currently designated as Low Density Residential and Medium Density Residential in the Official Community Plan (OCP). An amendment to the OCP Land Use Map is required to designate the subject lands as Neighbourhood Mixed Use and Medium Density Residential.

### 4.2 West Hill Masterplan

The subject lands are currently designated as Medium Density Residential in the WHM Land Use Concept. An amendment to the WHM Land Use Concept is required to designate a portion of the subject lands to Neighbourhood Mixed Use.

### 4.3 Zoning Bylaw

The subject lands are currently designated as FUD – Future Urban Development in the Zoning Bylaw. An amendment to the Zoning Map is required to designate a portion of the lands as CMU – Commercial Mixed Use. The applicant does not require the remaining lands to be rezoned as of this time. According to the Zoning Bylaw, "the purpose of the CMU – Commercial Mixed Use Zoning District is to provide small scale, commercial nodes throughout the city. Located on high volume, arterial junctions and adjacent to residential neighborhoods, the CMU – Commercial Mixed Use Zoning District is supported by multiple modes of transportation and is intended to provide small service centers that cater to the day-to-day needs of the surrounding neighborhood."

The proposed development is for a mixed use parcel encompassing an Office building (Building A) and an Early Learning Child Care Centre (Building B), both of which are proposed single story buildings. The CMU zoning district allows for Office buildings as a permitted use. A Child Care Centre, however, is listed as a Discretionary Use subject to Council approval. Per discussions with City administration in November and December 2022, the applicant wishes to pursue discretionary use approval in principle to facilitate the proposed development.

December/2022

### **5.0** Regulatory Framework

### 5.1 Official Community Plan

The Prince Albert Official Community Plan (OCP), 'Kistapinanihk-2035', outlines various policies for new residential, commercial, and mixed use development in the City. The following table displays policies from the OCP, accompanied by the rationale of how the proposed development addresses the goal or policy.

Policy	Rationale
6.4.2(ii) - Give due consideration to actively participate in social housing projects by assisting with funding, tax exemptions, or partnerships with other levels of government and agencies in the community.	The proposed development is being pursued by the Metis Nation of Saskatchewan. The MNS intends on providing office space for member businesses as well as a Child Care Centre.
6.4.2(xvi) - Encourage mixed uses in lands designated Downtown Commercial and Neighbourhood Mixed Use.	The proposed development includes an application to designate a 3.00 acre parcel as Neighbourhood Mixed Use.
6.5.1(iv) - Adequately buffer low density residential developments from commercial uses through rezoning and landscaping;	There is no low density residential development proposed adjacent to the proposed development site.
<ul> <li>6.5.1(vii) - Allow Neighbourhood Mixed Use development in areas that are:</li> <li>neighbourhood focal points;</li> <li>easily accessible for pedestrians;</li> <li>of an appropriate size and scale to service short-term needs without competing with the Downtown Commercial District; and</li> <li>taking into consideration proximity to other neighbourhood facilities and amenities, site treatment, architectural style and impacts on adjacent residential areas.</li> </ul>	The proposed development is situated on 10 <sup>th</sup> Avenue which is an arterial roadway. It is also close to 28 <sup>th</sup> Street which is a future arterial roadway. This area is ideal for a mixed use development as it is near multiple modes of transportation and will provide both child care and employment opportunities for residents of Prince Albert.

December/2022

6.5.1(ix) - Encourage pedestrian scale design.	The single story building formats will create an inviting atmosphere for pedestrians entering from either adjacent roadways. Landscaping, seating areas, and signage, can be explored and adjusted as needed and within reason to meet any further City of Prince Albert pedestrian related objectives.
6.5.1(xi) - Encourage mixed use buildings with commercial development at street level and high density residential development on upper floors.	The proposed development is a mixed use site rather than a mixed use building. Commercial development (Office – Building A) will be present at grade level, as will the Child Care Centre – Building B.

### 5.2 West Hill Masterplan

The West Hill Masterplan is an overall development framework for the southwest quadrant of the City of Prince Albert. The following discussion address the four primary components of the WHM; Land Use, Transportation, Infrastructure, and Phasing.

### **Land Use**

The WHM identifies the subject lands as medium density. Considering the location in proximity to two arterial roadways, as well as proposed medium density to the north, east, and south, the location for the proposed mixed use development does not present any land use conflicts.

### **Transportation**

The proposed mixed use parcel is located on 10<sup>th</sup> Avenue, and just south of 28<sup>th</sup> Street, both arterial roadways. The parcel is also abutting a future local roadway that intersects 10<sup>th</sup> Avenue.

### Infrastructure

The 2020 construction of 10<sup>th</sup> Avenue included the installation of deep utilities including water, sanitary sewer, and storm sewer. This provides immediate availability of services to the proposed mixed use parcel.

### **Phasing**

The proposed development is within the E3 development phase. The phasing section of the WHM references 'optimal phasing for this plan area will depend on access to key infrastructure'. As mentioned above, the deep utilities in 10<sup>th</sup> Avenue provide the opportunity to develop the proposed mixed use parcel in the short term. Considering the scale of the development, it is highly likely that it will attract investment in adjacent areas such that the WHM will begin taking shape as it builds-out from east to west.

December/2022

### 6.0 **Summary**

The proposed development is in alignment with policies in the City's OCP. As such, we request the City's support as the applications begins the approval process. In closing, we provide the following statements which capture the benefits and key points of compliance for development in the City of Prince Albert:

Utilizes existing services	<b>'</b>
Utilizes existing roadways	<b>/</b>
Provides child care	<b>/</b>
Provides employment opportunities	<b>/</b>
Complementary to nearby land uses	<b>/</b>
Opportunity for the City to work with Metis Nation Saskatchewan	<b>/</b>
Catalyst for further investment on west side	<b>/</b>

December/2022

### 7.0 Next Steps

We look forward to working with the City of Prince Albert on the approval of the aforementioned bylaw amendments and discretionary use application. Please contact the undersigned if you have any questions.

Respectfully submitted,

**Catterall & Wright** 

Per:

Devin Clarke, RPP, MCIP

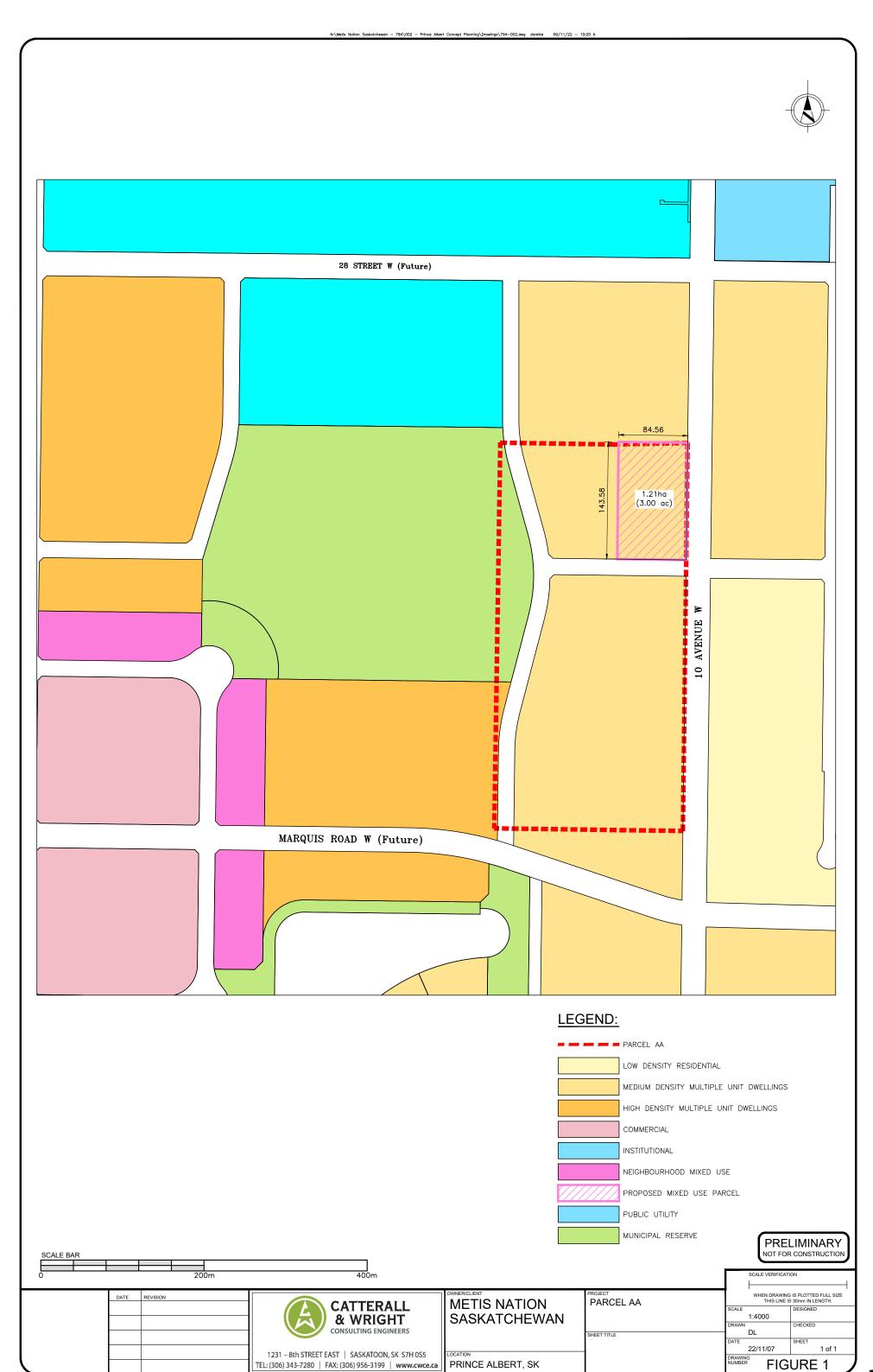
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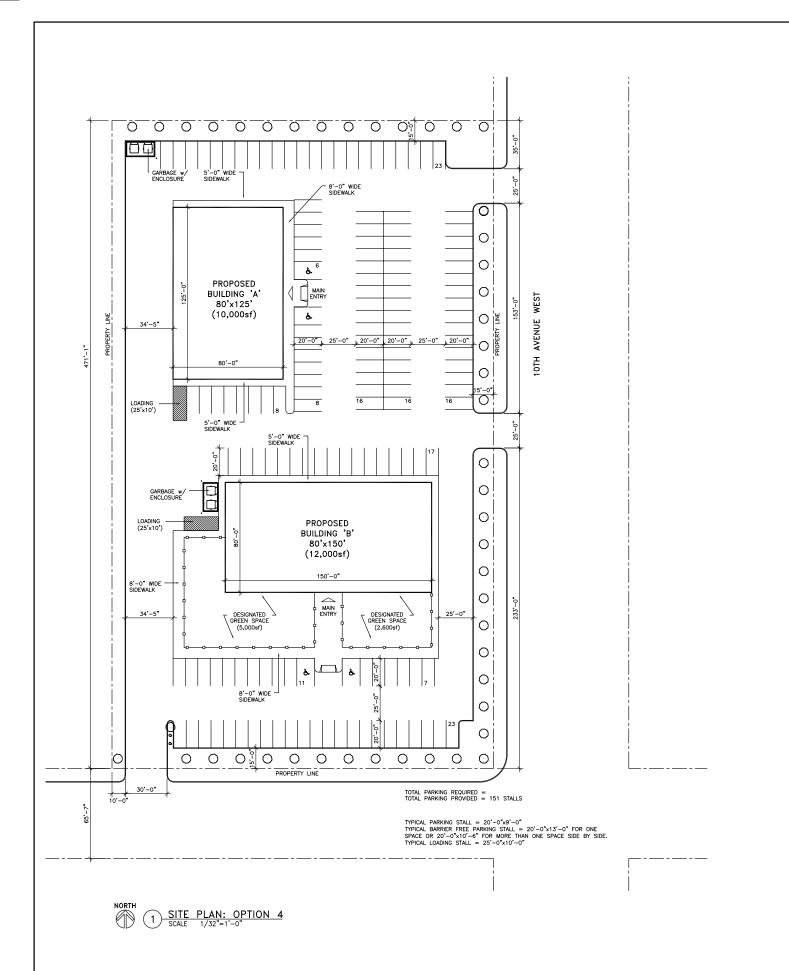
d.clarke@cwce.ca

(306) 343-7280

Reviewed:

Ryan Rogal, P.Eng





THIS DRAWING MUST NOT BE SCALED.

GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS, DATA AND LEVELS PRIOR TO COMMENCING WORK. ALL ERRORS AND OMISSIONS SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY.

ALL DRAWINGS AND SPECIFICATIONS ARE INSTRUMENTS OF SERVICE AND PROPERTY OF THE ARCHITECT AND SHALL NOT BE USED WITHOUT THE ARCHITECT'S PERMISS THESE DRAWINGS MUST BE PROPERTY SEALED WHEN USED TO APPLY FOR A BUILDING PERMIT.

REV'N:	COMMENTS:	DATE:

EDWARDS EDWARDS McEWEN

PROJECT:

METIS NATIONS SASKATCHEWAN MULTI-USE BUILDING

PRINCE ALBERT, SASKATCHEWAN

CONTENTS:
SITE PLAN
OPTION 4

DRAWN: JO
CHECKED: KMT, DE
DATE: DECEMBER 2022
FILE: 6838

SHEET NO: A0.0

### **RPT 23-49**

TITLE: Bylaw No. 1 of 2023 - Building Fee Bylaw

DATE: February 2, 2023

TO: City Council

PUBLIC: X INCAMERA:

### **RECOMMENDATION:**

That Bylaw No. 1 of 2023 be introduced and given three (3) readings.

### **ATTACHMENTS:**

1. Bylaw No. 1 of 2023 - Building Fee Bylaw (RPT 23-14)

Written by: Executive Committee



### **RPT 23-14**

TITLE: Bylaw No. 1 of 2023 - Building Fee Bylaw

**DATE:** January 17, 2023

**TO:** Executive Committee

PUBLIC: X INCAMERA:

### RECOMMENDATION:

That Bylaw No. 1 of 2023 receive 3 readings.

### **TOPIC & PURPOSE:**

The purpose of this report is to approve Bylaw No. 1 of 2023, the Building Fee Bylaw, to establish new fees related to the issuance of building permits, demolition permits and inspection services.

### **BACKGROUND:**

On February 15, 2022, City Council approved Bylaw No. 1 of 2022 to amend the Building Bylaw and Bylaw No. 2 of 2022 to establish the Building Fee Bylaw.

City Council Resolution No. 0068 dated February 15, 2022:

That Bylaw No. 1 of 2022 be read a third time and passed; and, that Bylaw No. 1 of 2022 be now adopted, sealed and signed by the Mayor and City Clerk.

City Council Resolution No. 0072 dated February 15, 2022:

That Bylaw No. 2 of 2022 be read a third time and passed; and that Bylaw No. 2 of 2022 be now adopted, sealed and signed by the Mayor and City Clerk.

### PROPOSED APPROACH AND RATIONALE:

The adoption of the amendment to the Building Bylaw (Bylaw No. 1 of 2022) resulted in the building permit fees being established in a separate Building Fee Bylaw (Bylaw No. 2 of 2022), however, no increases to fees occurred at that time. The current fees have been in effect since early 2018, at which time, the rates for residential and commercial construction were increased. The last increase to deck permit fees and the minimum permit fee occurred in 2016.

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With no fee increases occurring within the last five years, Administration has completed a review of the current Building Fee Bylaw and recommends the following changes:

1. Increase the minimum permit fee from \$75.00 to \$100.00

The City of Prince Albert's current minimum building permit fee of \$75.00 is among the lowest in the province throughout the municipalities, with only Melfort, Swift Current, and Weyburn having lower minimum fees. Increasing the minimum permit fee to \$100.00 will bring the City of Prince Albert equal with the City's of Regina, Moose Jaw, Estevan and Warman, while remaining lower than the minimum building permit fee of the City of Saskatoon.

2. Increase the permit fee for a deck from \$100.00 to \$125.00

The last increase of permit fees for a deck occurred in 2016, when the fee was increased from \$50.00 to \$100.00. Deck additions that are unenclosed, uncovered, are less than two feet from ground level and less than 592 sq.ft. in area will continue to not require a building permit and are not subject to permit fees.

3. Increase the permit fee for a secondary suite or a full basement development from \$200.00 to \$225.00

Permit fees for secondary suites and basement developments last increased from \$100.00 to \$200.00 in 2018.

4. Increase the rates at which residential 1 and 2 unit dwellings are calculated by \$0.05 per item as follows:

	Slab on grade & Grade Beam	Concrete & Pressure Treated			Attached Garages & Accessory
	Foundations	Foundations	Main Floor	Upper Levels	Buildings
Current Rate	\$0.15 / sq ft	\$0.25 / sq ft	\$0.70 / sq ft	\$0.50 / sq ft	\$0.25 / sq ft
Proposed Rate	\$0.20 / sq ft	\$0.30 / sq ft	\$0.75 / sq ft	\$0.55 / sq ft	\$0.30 / sq ft

Residential building permit rates were last increased in 2018, with item increases ranging from \$0.05 to \$0.15. Administration compared residential permit rates amongst other municipalities throughout the province and found that the City of Prince Albert's rates consistently resulted in lower residential building permit fees. While different methods are used throughout municipalities to calculate fees, comparisons using the proposed new rates still resulted in lower permit fees compared to fees calculated based on the current rates and methods of the City's of Saskatoon, Regina and Moose Jaw.

RPT 23-14 Page **3** of **4** 

5. Increase the rate for all other permits from \$6.50 per \$1,000.00 of construction value to \$7.00 per \$1,000.00 of construction value effective immediately once Bylaw No. 1 of 2023 comes into effect, with an additional increase to \$7.50 per \$1,000.00 of construction value effective January 1<sup>st</sup>, 2024.

	Prince Albert	Moose Jaw	Regina	Saskatoon
Current	\$6.50 / \$1,000	\$6.00 / \$1,000	\$8.00 / \$1,000	\$10.50 / \$1,000
Rate	Construction Value	Construction Value	Construction Value	Construction Value

When comparing the four largest cities in the province, the current building permit rate is the second lowest, higher only than the rates charged by the City of Moose Jaw. After no rate increases over the previous 5 years, Administration is recommending a minimal phased increase to this rate, which would generate more building permit revenue while still keeping a comparably low building permit rate among the four largest cities in the province. Two proposed \$0.50 increases that would occur over the course of the next 12 months rather than a \$1.00 increase will allow for an adjustment period for builders and developers, reducing the potential financial impact to projects planned for the next two years using the current building permit fees.

6. Change the administrative fee kept in the event a permit is cancelled by written request within 90 days of issuance from \$75.00 to \$100.00.

This change is meant to correspond with the minimum permit fee increase from \$75.00 to \$100.00. In the event a permit is cancelled by written request within 90 days of issuance, all fees will be refunded, less a \$100.00 administrative fee. This administrative fee is kept to cover time spent by Administration during the plan review and permitting process.

7. Add an additional fee for work commencing prior to the issuance of a required building permit in the amount equal to 100% of the permit fee or \$10,000.00, whichever is less.

The City of Prince Albert is one of the few municipalities where the penalty for commencing work without a permit is less than 100% of the permit fee. Presently, those who commence work without a building permit would receive an order from a Building Inspector to obtain a permit, which would result in a \$250.00 additional fee added to the building permit fee. The addition of this section will have no impact on those who comply with the Building Bylaw and obtain proper permits when required.

### **CONSULTATIONS:**

Administration consulted with various municipalities across the province to compare how each municipality establish and calculate their respective fees.

### COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Administration will update the City website, brochures, applications and permits as required.

RPT 23-14 Page **4** of **4** 

### OTHER CONSIDERATIONS/IMPLICATIONS:

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

### STRATEGIC PLAN:

Throughout the review of the Building Fee Bylaw, Administration focused on keeping the necessary fee increases minimal in the effort of maintaining an environment that encourages Economic Growth.

### **OFFICIAL COMMUNITY PLAN:**

Periodical fee increases are necessary, however, it is important that increases in fees are balanced with maintaining a development friendly environment. When reviewing the proposed fee increases, Administration considered The City of Prince Albert Official Community Plan policy statement 11.2.(i), which aims to:

"Ensure a development and business friendly environment to help attract diverse and long-term economic growth through partnerships between business, government and the community:"

### **OPTIONS TO RECOMMENDATION:**

City Council could choose to approve Bylaw No. 1 of 2023 with fee increases as detailed above, with a request to amend section 4(1)(j) of the bylaw as follows:

(j) The fee for all other permits shall be \$7.50 per \$1,000.00 of construction value.

A phased approach of increasing rate at which all of permits is calculated is preferred by Administration as it allows for builders and developers to adjust to the idea of higher building permit fees and will reduce the impact to proposed projects as compared to a higher, one time rate increase. By using this phased approach, builders and developers will also be able to forecast fees for other future projects being proposed for 2024. For these reasons, the above option is NOT being recommended.

### **PUBLIC NOTICE:**

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

### PRESENTATION:

PowerPoint presentation by Michael Nelson, Chief Building Official

### **ATTACHMENTS:**

- 1. Bylaw No. 1 of 2023, Building Fee Bylaw
- 2. Building Fee Bylaw Presentation

Written by: Jonathon Vis, Building Inspector 1

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

# City of Prince Albert Bylaw No. 1 of 2023

A Bylaw of The City of Prince Albert to establish fees related to the issuance of permits and the enforcement of the National Building Code of Canada and its' amending Acts within the City of Prince Albert.

WHEREAS The Construction Codes Act provides that The City of Prince Albert may pass bylaws in respect to establishing fees related to the administration and enforcement of The National Building Code of Canada and its related Acts.

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

### **Title**

1. This bylaw may be cited as the "Building Fee Bylaw".

### **Definitions**

- 2. (1) In this Bylaw:
  - (a) "Act" means The Construction Codes Act.
  - (b) "Building Permit" means a permit issued by the Building Inspector to proceed with construction or reconfiguration of a specific structure at a particular site in accordance with the approved drawings and specifications, or use or occupancy of a building.
  - (c) "Building Inspector" means that person appointed as Building Inspector for the City of Prince Albert and anyone authorized to act on his behalf from time to time by resolution of Council and anyone acting in accordance with his instructions;
  - (d) "City" means the City of Prince Albert;
  - (e) "Demolition Permit" means a permit issued by the Building Inspector to proceed with demolition or removal of any or all of a structure.

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- (f) "regular working hours" means between 8:00 a.m. and 4:45 p.m. on working days;
- (2) Unless the context otherwise requires and subject to Subsection (1), terms and expressions used in this Bylaw shall have the same meaning as in the Act and the Regulations.

### **Permit Required**

3. A Building Permit or Demolition Permit shall be obtained by the owner of a property for work defined under the Act, Regulations passed pursuant to the Act, or the City's Building Bylaw.

### **Fees**

- 4. (1) Every applicant for a Building Permit, Demolition Permit, or for other services provided by the Building Division, shall pay a fee in accordance with the following:
  - (a) The minimum permit fee shall be \$100.00, unless stated otherwise in this bylaw.
  - (b) The permit fee for a deck shall be \$125.00.
  - (c) The permit fee for a secondary suite or a full basement development shall be \$225.00.
  - (d) The fee for approval of drawings or inspections provided for the purpose of verifying third party licensing requirements shall be \$100.00.
  - (e) If an inspection requires more than a single callback, this is considered an additional inspection and a \$75.00 fee will be charged to the property owner.
  - (f) The minimum fee for a building permit required as the result of an Order issued by the City shall be \$250.00 (standard rates apply).
  - (g) The permit fee for a shipping container in use as a building shall be \$200.00.
  - (h) Permit fees for residential 1 and 2 unit dwellings and accessory buildings shall be based on the following criteria:
    - (i) Slab on grade and grade beam foundations shall be costed at a rate of \$0.20 per square foot;
    - (ii) Concrete and pressure treated foundations shall be costed at a rate of \$0.30 per square foot;

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BYLAW NO. 1 OF 2023 Page 2 of 4

- (iii) Main floor shall be costed at a rate of \$0.75 per square foot;
- (iv) Upper levels shall be costed at a rate of \$0.55 per square foot;
- (v) Attached garages shall be costed at a rate of \$0.30 per square foot; and
- (vi) Accessory buildings shall be costed at a rate of \$0.30 per square foot.

Fees are cumulative and include all aspects.

- (i) Demolition permit fees shall be a minimum of \$100.00 and assessed at a rate of \$1.00 per thousand for each \$1,000.00 exceeding \$50,000.00 in tender value.
- (j) The fee for all other permits shall be \$7.00 per \$1,000.00 of construction value, effective the day this Bylaw is passed, and will increase to \$7.50 per \$1,000.00 of construction value, effective January 1st, 2024.
- (k) Inspections performed after regular work hours shall be considered an extended service and a fee of \$75.00 per hour or portion thereof will be applied.
- (I) A permit cancelled by written request within 90 days of issuance shall have all fees refunded less a \$100.00 administrative fee.
- (m) Requests for early or phased occupancy require work beyond the standard provided under permit and are subject to the following fees regardless of approval:
  - (i) If specified at the plan submission stage under the provisions of Can/ULC S1001-11, a \$300.00 application fee will be applied;
  - (ii) If requested after the plan submission stage and Can/ULC S1001-11 applies, the application fee shall be \$1,000.00.
  - (iii) If the scope of work falls under Part 9 of the *National Building Code*, a request for early or phased occupancy shall be subject to a \$500.00 application fee.

**300B** 

(n) Where work for which a permit is required has commenced prior to the issuance of such permit, an additional fee shall be paid in an amount equal to 100% of the permit fee or \$10,000.00, whichever is less.

BYLAW NO. 1 OF 2023 Page 3 of 4

(2) Neither the payment of fees nor the provision of documentation shall in any way be considered as approval in regards to early or phased occupancy. All submissions are subject to approval or rejection by the City of Prince Albert Building Division.

### Repeal

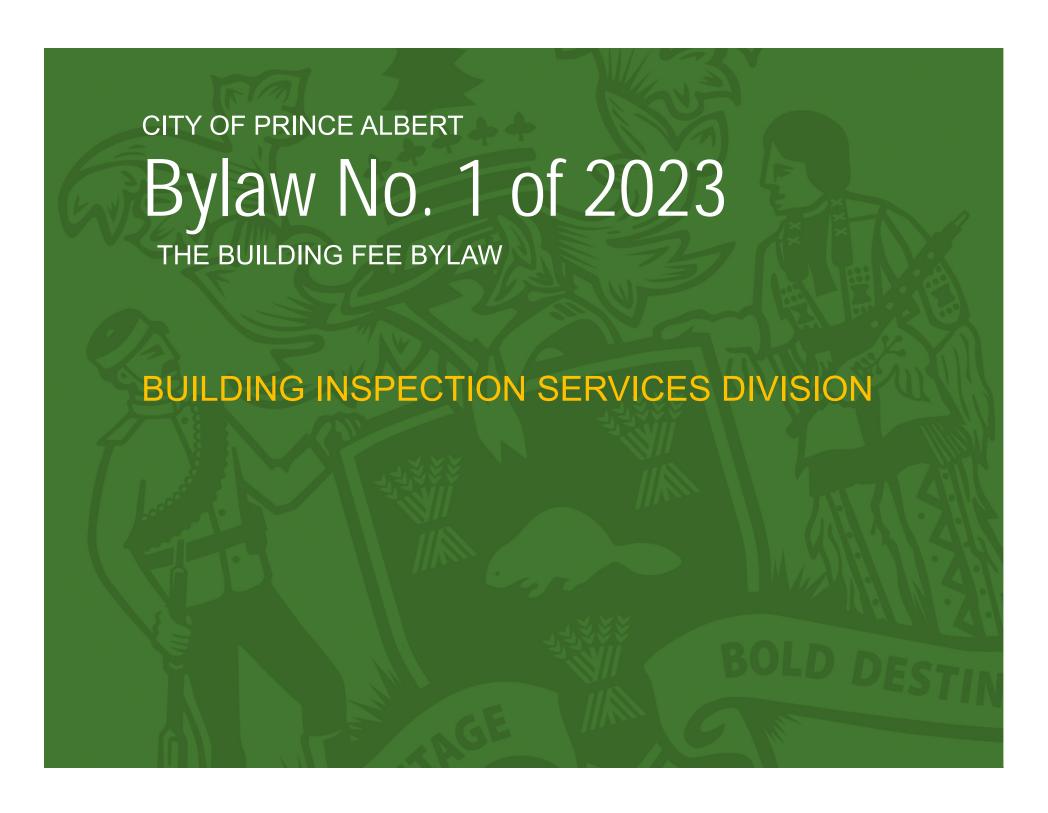
5. Bylaw No. 2 of 2022 is hereby repealed.

### **Coming into Force**

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

INTRODUCED AND READ A FIRST	TIME THIS	DAY OF	, A.D., 2023.
READ A SECOND TIME THIS	DAY OF		, A.D., 2023.
READ A THIRD TIME AND PASSE	D THIS	DAY OF	, A.D. 2023.
	_		<u>—</u>
MAYOR		CITY CLERK	

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# Overview

- Proposed Residential Increases
- Residential Examples
- Proposed Commercial, Industrial, Government, Multi-Family(greater than 2 units) Increases
- Commercial, Industrial, Government, Multi-Family Examples
- Other Proposed Increases



# Proposed Residential Increases

- Minimum Permit fee from \$75 to \$100
- Deck Permit fee from \$100 to \$125
- Basement Development or Secondary Suite from \$200 to \$225
- Accessory buildings( Detached Garages, Sheds) from \$0.25 to \$0.30 per square foot
- Residential 1 and 2 unit dwellings increase of \$0.05 per square foot based on the following criteria

Туре	Current	Proposed
Grade Beam or Slab Foundation	\$0.15sq.ft.	\$0.20sq.ft.
Concrete or Wood Foundation	\$0.25sq.ft.	\$0.30sq.ft
Main Floor	\$0.70sq.ft.	\$0.75sq.ft
Upper levels	\$0.50sq.ft	\$0.55sq.ft
Attached Garage	\$0.25sq.ft.	\$0.30sq.ft



# Residential Examples of Proposed Fees



Basement 1,221 sq.ft.
Main Floor 1,221 sq.ft.
Second Floor 1,396 sq.ft.
Attached Garage 1,150 sq.ft.
Current fee for permit \$2,246
Proposed fee for permit \$2,520



# Residential Examples of Proposed Fees



No Basement
Main Floor 1,215 sq.ft.
Second Floor 1,514 sq.ft.
Attached Garage 576 sq.ft.
Current Fee \$2,033
Proposed Fee \$2,285

Prince Albert

# Residential Examples of Proposed Fees



Basement 1,393 sq.ft.
Main Floor 1,393 sq.ft
Attached Garage 586 sq.ft.
Current Fee \$1,570
Proposed Fee \$1,764

Prince Albert

# Proposed Commercial, Industrial, Government, Multi-family Increases

- Proposing a 2 year phased fee increase
- Increase for 2023 from \$6.50 per \$1,000 of Construction Value to \$7.00 per \$1,000 of Construction Value
- Increase for 2024 from \$7.00 per \$1,000 of Construction Value to \$7.50 per \$1,000 of Construction Value





Gas Station 2,000 sq.ft.
Construction Value \$2,000,000
Current Permit Fee \$13,000
Proposed Permit Fee
2023 \$7 per \$1,000=\$14,000
2024 \$7.50per \$1,000=\$15,000





Multi Bay Building 10,031 sq.ft. Construction Value \$3,155,000 Current Permit Fee \$20,507 Proposed Permit Fee 2023 \$7 per \$1,000=\$22,085 2024 \$7.50per \$1,000=\$23,662





Office Building 7,793 sq.ft.
Construction Value \$3,432,000
Current Permit Fee \$22,308
Proposed Permit Fee
2023 \$7 per \$1,000=\$24,024
2024 \$7.50per \$1,000=\$25,740





Retail Building 30,255 sq.ft.
Construction Value \$3,400,000
Current Permit Fee \$22,100
Proposed Permit Fee
2023 \$7 per \$1,000=\$23,800
2024 \$7.50per \$1,000=\$25,500



# Other Proposed Increases

- Fee for owner requesting permit cancellation after 90 days from \$75 to \$100.
- Fee added for construction without a valid permit. In addition to the permit fee, an additional fee of 100% of the permit fee or \$10,000 whichever is less.



# Questions





### **RPT 23-50**

TITLE: Bylaw No. 2 of 2023 - Zoning Bylaw Amendment

DATE: February 2, 2023

TO: City Council

PUBLIC: X INCAMERA:

### **RECOMMENDATION:**

1. That Bylaw No. 2 of 2023 be introduced and given first reading; and,

2. That Administration provide notification to hold a Public Hearing.

### **ATTACHMENTS:**

1. Bylaw No. 2 of 2023 - Zoning Bylaw Amendment (RPT 23-2)

Written by: Executive Committee



### **RPT 23-2**

**TITLE:** Bylaw No. 2 of 2023 – Zoning Bylaw Amendment

**DATE:** January 25, 2023

**TO:** Executive Committee

PUBLIC: X INCAMERA:

### **RECOMMENDATION:**

1. That Bylaw No. 2 of 2023 be given first reading; and,

2. That Administration be authorized to provide public notice for the public hearing.

### **TOPIC & PURPOSE:**

The purpose of this report is to consider Bylaw No. 2 of 2023, which proposes an amendment to the *City of Prince Albert Zoning Bylaw No. 1 of 2019*. This amendment proposes allowing Shipping Containers as a Permitted Use in the Future Urban Development and Low Density Country Residential zoning districts; updating the definition of Commercial Service Establishment; and changing both Business Complex and Business Group from Discretionary Use – City Council to Discretionary Use – Development Officer.

### **BACKGROUND:**

The City of Prince Albert Zoning Bylaw No. 1 of 2019 was adopted on February 25<sup>th</sup>, 2019. Since then, a number of amendments have been made to ensure the Zoning Bylaw functions as intended, including language clarification and housekeeping amendments. Administration continues to take note of smaller issues that require updating, in addition to the applications for bylaw amendments that are received from the public.

The Department of Planning and Development Services received an application to add Shipping Containers as a permitted use to the Future Urban Development zoning district. Administration is taking this opportunity to include additional bylaw amendments for some issues that can be amended alongside the submitted application.

RPT 23-2 Page **2** of **4** 

### PROPOSED APPROACH AND RATIONALE:

### **Shipping Containers**

Shipping Containers are a permitted use in multiple zoning districts within the City, specifically zoning districts where the impact of a Shipping Container is expected to be minimal due to lot size, land use, and impact on neighbouring properties. The following zoning districts currently have Shipping Containers identified as a permitted use, and the attached Zoning Map shows the areas where Shipping Containers are proposed to be permitted:

C3 – Large Lot Arterial Commercial

C4 - Highway Commercial

M1 – Heavy Industrial

M2 - Small Lot Light Industrial

M3 - Large Lot Light Industrial

M4 – Airport Industrial

AP – Airport

AG – Agricultural

The purpose of the Future Urban Development (FUD) zoning district is to protect or hold undeveloped land for future development in accordance with a related area or secondary master plan. Existing uses may continue until the implementation of these plans. The FUD zoning district is comparable to the existing Agricultural zoning district, where Shipping Containers are already permitted.

Shipping Containers are also proposed to be added as a permitted use in the Low Density Country Residential (CR1) zoning district. This zoning district is meant to provide rural, multi-lot residential development located exclusively on the north side of the North Saskatchewan River. This zoning district has a very large minimum site area requirement (20,000m²) and some residents in the area already have Shipping Containers on their property as a solution for secure storage. Previous bylaw compliance efforts have indicated that despite being a residential zone, Shipping Containers have minimal impact in this area due to the large lot sizes.

While Shipping Containers are not regulated for their appearance, they do have regulations for their placement, including setback distances and not being permitted in front yards. It should be noted that Shipping Containers are assessable when placed on a property. They are assessable at a commercial rate for commercial and industrial properties, and would be assessed at a residential rate, similar to storage sheds, for residential properties.

### Commercial Service Establishment

The current definition of Commercial Service Establishment is:

"a building, or portion thereof, used for the maintenance or repair of household goods and appliances, and includes such uses as laundromats, shoe repair, dry cleaning, and other similar services."

RPT 23-2 Page **3** of **4** 

The definition is overly restrictive and is not flexible enough to include newer industries with similar land use impacts. The proposed new definition of Commercial Service Establishment is:

"a building, or portion thereof, used for the provision of services to businesses or households, including appliance repair; upholstering; graphic design and printing; laundromats; shoe repair; dry cleaning, and other similar services."

This updated definition will apply to a larger variety of businesses, making the development permit process more straightforward.

### **Business Complex and Business Group**

The Zoning Bylaw defines Business Complex as:

"a multi-unit building, with shared parking and site access, constructed for the purposes of providing individual, leasable units to two or more tenants."

Business Group is defined as:

"a site containing two or more buildings, with shared parking and site access, constructed for the purposes of providing individual, leasable units to multiple tenants."

The Zoning Bylaw currently identifies both Business Complex and Business Group as discretionary uses requiring City Council approval. This requirement causes unnecessary delays moving applications forward. By maintaining all of the existing development standards for the two uses and only removing City Council approval, Administration will ensure that these uses are still carefully reviewed. Public notice will still be required, but without needing to meet City Council deadlines, the applications are able to proceed more efficiently. City Council approval will then be required dependent on the type of land use occurring within each individual bay.

### **CONSULTATIONS:**

This Zoning Bylaw amendment was drafted in consultation with the Building Division.

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

Subject to the approval of this bylaw amendment, the Zoning Bylaw and City website will be updated accordingly.

### 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:

In keeping with the City's mission statement that we enhance quality of life through excellence of service, it is important that we review and amend our bylaws in order to ensure they allow us the ability to provide the highest level of service to the public.

RPT 23-2 Page **4** of **4** 

### **OFFICIAL COMMUNITY PLAN:**

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

### **PUBLIC NOTICE:**

Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required prior to the first reading of this bylaw.

Upon approval of the first reading of this bylaw, Administration will proceed with issuing the following public notice:

- Including public notice in an issue of the Prince Albert Daily Herald,
- Posting the public notice on the City's website, and
- Posting the public notice on the bulletin board at City Hall.

### PRESENTATION:

Verbal Presentation by Craig Guidinger, Director of Planning & Development Services

### **ATTACHMENTS:**

- 1. Bylaw No. 2 of 2023
- 2. Zoning Map FUD & CR1

Written by: Ellen Pearson, Planner

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

### CITY OF PRINCE ALBERT BYLAW NO. 2 OF 2023

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

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

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

- 1. That Bylaw No. 1 of 2019 be amended in the manner hereinafter set forth:
  - a. By deleting the table in Subsection 6.6.2 in its entirety; and,
  - b. Replace the table as outlined in the attached "Subsection 6.6.2".
  - c. By deleting the table in Subsection 7.2.2 in its entirety; and,
  - d. Replace the table as outlined in the attached "Subsection 7.2.2".
  - e. By deleting the table in Subsection 7.3.2 in its entirety; and,
  - f. Replace the table as outlined in the attached "Subsection 7.3.2".
  - g. By deleting the table in Subsection 7.4.2 in its entirety; and,
  - h. Replace the table as outlined in the attached "Subsection 7.4.2".
  - i. By deleting the table in Subsection 7.5.2 in its entirety; and,
  - j. Replace the table as outlined in the attached "Subsection 7.5.2".
  - k. By deleting the table in Subsection 7.6.2 in its entirety; and,
  - I. Replace the table as outlined in the attached "Subsection 7.6.2".
  - m. By deleting the table in Subsection 7.7.2 in its entirety; and,
  - n. Replace the table as outlined in the attached "Subsection 7.7.2".
  - o. By deleting the table in Subsection 8.2.2 in its entirety; and,
  - p. Replace the table as outlined in the attached "Subsection 8.2.2".
  - q. By deleting the table in Subsection 8.3.2 in its entirety; and,
  - r. Replace the table as outlined in the attached "Subsection 8.3.2".

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	t.	Replace the table as outlined in the attached "Subsection 8.4.2".	
	u.	By deleting the table in Subsection 8.5.2 in its entirety; and,	
	V.	Replace the table as outlined in the attached "Subsection 8.5.2".	
	w.	By deleting the table in Subsection 9.2.2 in its entirety; and,	
	x.	Replace the table as outlined in the attached "Subsection 9.2.2".	
	y.	By deleting the table in Subsection 9.3.2 in its entirety; and,	
	z.	Replace the table as outlined in the attached "Subsection 9.3.2".	
	aa.	By deleting the table in Subsection 10.2.2 in its entirety; and,	
	bb.	Replace the table as outlined in the attached "Subsection 10.2.2".	
	CC.	By deleting the table in Subsection 10.6.2 in its entirety; and,	
	dd.	Replace the table as outlined in the attached "Subsection 10.6.2".	
	ee.	Delete the definition of "commercial service establishment" in its en	ntirety; and
	ff.	Replace with the following definition for "commercial service establ	ishment":
		"commercial service establishment means a building, or portion thereof, used for the provision businesses or households, including appliance repair; uphols design and printing; laundromats; shoe repair; dry cleaning, ar services."	tering; graphic
2.	This B thereo	Bylaw shall come into force and take effect on, from and after the f.	e final passing
INTRO	DUCE	D AND READ A FIRST TIME THIS DAY OF	, A.D., 20 .
READ	A SEC	OND TIME THIS DAY OF	, A.D., 20 .
READ	A THIR	RD TIME AND PASSED DAY OF	_, A.D., 20 .
	MAYO	R CITY CLERK	

By deleting the table in Subsection 8.4.2 in its entirety; and,

s.

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39204

Subsection 6.6.2

	CR1 - LOW DENSITY COUNTRY RESIDENTIAL  Minimum Development Standards Parking Standards 4														
			Min	imum [	Develop	ment Stand	ards		Parkii	ng Standa	ards <sup>4</sup>				
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)				
Permitted Uses															
Accessory Buildings, Structures & Uses <sup>1</sup>	20,000	60	-	-	-	4.88	2 <sup>2</sup>	-	-	-	-				
Bed & Breakfast Home	20,000	60	10.6	6	8	10.7	5	-	4	-	-				
Community Garden	20,000	60	10.6	6	8	-	-	-	-	-	-				
Family Child Care Home	20,000	60	10.6	6	8	10.7	5	-	13	-	-				
Garage Suite	20,000	60	10.6	6	8	6	-	-	2	-	-				
Group Family Child Care Home	20,000	60	10.6	6	8	10.7	5	-	13	-	-				
Home Based Business	20,000	60	10.6	6	8	10.7	5	-	2	-	-				
One Unit Dwelling	20,000	60	10.6	6	8	10.7	5	-	2	-	-				
Private Care Home	20,000	60	10.6	6	8	10.7	5	-	2	-	-				
Private Day Care Home	20,000	60	10.6	6	8	10.7	5	-	2	-	-				
Secondary Suite	-	-	-	-	-	-	-	-	2	-	-				
Shipping Container <sup>1</sup>	20,000	60	_1	6	8	3	-	-	-	-	-				
Utilities	-	-	-	-	-	-	-	-	-	-	-				
Discretionary Uses – Council															
Custodial Care Facility	20,000	60	10.6	6	8	10.7	5	-	5	-	-				

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		CF	R1 – L0	OW D	ENSIT	Y COUNT	RY RESI	DENTIAL			
			Min	imum [	Develop	ment Stand	ards		Parki	ng Standa	ards <sup>4</sup>
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Excavating, Stripping and Grading <sup>3</sup>	20,000	60	-	-	-	-	-	-	-	-	-
Place of Worship	20,000	60	10.6	6	8	10.7	5	-	9	-	-
Protective & Emergency Services	20,000	60	10.6	6	8	10.7	5	-	6	-	-
Residential Care Facility	20,000	60	10.6	6	8	10.7	5	-	5	-	-
Residential Care Home	20,000	60	10.6	6	8	10.7	5	-	5	-	-
Residential Day Care Facility	20,000	60	10.6	6	8	10.7	5	-	19	-	-
Residential Day Care Home	20,000	60	10.6	6	8	10.7	5	-	13	-	-

# Notes on Development Standards for the table above (CR1 – Low Density Country Residential):

- The regulations in Section 4.2 and Section 6.1.1 of this Bylaw shall apply.
- For swimming pools, the regulations in Section 4.3 of this Bylaw shall apply.
- The regulations in Section 4.15 of this Bylaw shall apply.
- <sup>4</sup> The regulations in Section 5 of this Bylaw shall apply.
- <sup>5</sup> The regulations in Section 4.6 and 6.1.17 of this Bylaw shall apply.

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Subsection 7.2.2

			С	1 – D0	TNWC	OWN CO	MMERCIA	.L			
			Mi	nimum	Develo	pment Stan	dards		Parki	ng Stand	ards <sup>4</sup>
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Permitted Uses											
Accessory Buildings, Structures & Uses <sup>1</sup>	232	7.5	-	-	-	-	-	-	-	-	-
Animal Care Service	232	7.5	-	-	-	-	-	-	-	-	-
Catering Service	232	7.5	-	-	-	-	-	-	-	-	-
Commercial Service Establishment	232	7.5	-	-	-	-	-	-	-	-	-
Drug Store	232	7.5	-	-	-	-	-	-	-	-	-
Financial Institution	232	7.5	-	-	-	-	-	-	-	-	-
Health Clinic	232	7.5	-	-	-	-	-	-	-	-	-
Health Club	232	7.5	-	-	-	1	-	-	-	-	-
Home Based Business	232	7.5	-	-	-	-	-	-	-	-	-
Office	232	7.5	-	-	-	-	-	-	-	-	-
Payday Loan	232	7.5	-	-	-	-	-	-	-	-	-
Personal Service Establishment	232	7.5	-	-	-	-	-	-	-	-	-
Post Office	232	7.5	-	-	-	-	-	-	-	-	-
Restaurant	232	7.5	-	-	-	-	-	-	-	-	-
Retail Store	232	7.5	-	-	-	-	-	-	-	-	-
Social Club	232	7.5	-	-	-	-	-	-	-	-	-
Take-Out Food Service	232	7.5	-	-	-	-	-	-	-	-	-

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			С	1 – D0	TNWC	OWN CO	MMERCIA	L			
			Mi	nimum	Develo	pment Stan	dards		Parki	ng Stand	ards <sup>4</sup>
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Utilities	-	-	-	-	-	-	-	-	-	-	-
Veterinary Clinic – Small Animal	232	7.5	-	-	-	-	-	-	-	-	-
Discretionary Uses – Development Officer											
Business Complex	232	7.5	-	-	-	-	-	-	-	-	-
Business Group	232	7.5	-	-	-	-	-	-	-	-	-
Commercial Entertainment Establishment	232	7.5	-	-	-	-	-	-	-	-	-
Food Kiosk	232	7.5	-	-	-	-	-	-	-	-	-
Funeral Home	232	7.5	-	-	-	-	-	-	-	-	-
Licensed Restaurant	232	7.5	-	-	-	-	-	-	-	-	-
Private School	232	7.5	-	-	-	-	-	-	-	-	-
Research & Development Facility	232	7.5	-	-	-	-	-	-	-	-	-
Discretionary Uses - Council											
Above Grade Dwelling	232	7.5	-	-	-	-	-	-	-	-	-
Athletic & Recreational Facility	232	7.6	-	-	-	-	-	-	-	-	-
Brewing & Distilling	232	7.5	-	-	-	-	-	-	-	-	-
Cannabis Retail Store	232	7.5	-	-	-	-	-	-	-	-	-
Child Care Centre	232	7.5	ı	-	-	-	-	-	-	-	-

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			С	1 – DO	TNWC	OWN CO	MMERCIA	.L			
			Mi	inimum	Develo	pment Stan	dards		Parki	ng Stand	ards <sup>4</sup>
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Communication Tower	232	7.5	-	-	-	46	-	-	-	-	-
Courthouse	232	7.5	-	-	-	-	-	-	-	-	-
Drinking Establishment	232	7.5	-	-	-	-	-	-	-	-	-
Excavating, Stripping and Grading <sup>2</sup>	232	-	-	-	-	-	-	-	-	-	-
Food Bank	232	7.5	-	-	-	-	-	-	-	-	-
Gas Bar	232	7.5	-	-	-	-	-	-	-	-	-
Grocery Store	232	7.5	-	-	-	-	-	-	-	-	-
Hostel	232	7.6	-	-	-	-	-	-	-	-	-
Hotel	232	7.5	-	-	-	-	-	-	-	-	-
Licensed Commercial Entertainment Establishment	232	7.5	-	-	-	-	-	-	-	-	-
Liquor Store	232	7.5	-	-	-	-	-	-	-	-	-
Methadone Dispensary	232	7.5	-	-	-	-	-	-	-	-	-
Multi-Unit High Rise Dwelling	232	7.5	-	-	-	-	-	35	-	-	-
Night Club	232	7.5	-	-	-	-	-	-	-	-	-
Parking at Grade	232	7.5	-	-	-	-	-	-	-	-	-
Parking Structure	232	7.5	-	-	-	-	-	-	-	-	-
Pawn Shop <sup>3</sup>	232	7.5	-	-	-	-	-	-	-	-	-
Place of Worship	232	7.5	-	-	-	-	-	-	-	-	-
Post Secondary School	232	7.5	-	-	-	-	-	-	-	-	-

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			C	1 – DC	DWNT	OWN CO	MMERCIA	L			
			Mi	nimum	Develo	pment Stan	dards		Parki	ng Standa	ards <sup>4</sup>
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Protective & Emergency Services	232	7.5	-	-	-	-	-	-	-	-	-
Public Assembly	232	7.6	-	-	-	-	-	-	-	-	-
Residential Care Facility	232	7.5	-	-	-	-	-	-	-	-	-
Residential Day Care Facility	232	7.5	-	-	-	-	-	-	-	-	-
Shelter	232	7.5	-	-	-	-	-	-	-	-	-
Shopping Centre	232	7.5	-	-	1	-	-	-	-	-	-
Theatre	232	7.5	-	-	-	-	-	-	-	-	-

#### Notes on Development Standards for the table above (C1 – Downtown Commercial):

- The regulations in Section 4.2 and Section 7.1.1 of this Bylaw shall apply.
- <sup>2</sup> The regulations in Section 4.15 of this Bylaw shall apply.
- <sup>3</sup> A maximum of three (3) Pawn Shops will be permitted in this zoning district.
- <sup>4</sup> The regulations in Section 5 of this Bylaw shall apply.
- <sup>5</sup> The regulations in Section 4.6 and Section 7.1.6 of this Bylaw shall apply.

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Subsection 7.3.2

		(	C2 – S	MALL	LOT	ARTERIA	L COMME	RCIAL			
			Mi	nimum	Develo	pment Stan	dards		Parki	ng Stand	ards <sup>3</sup>
	Site Are <b>a</b> (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Permitted Uses											
Accessory Buildings, Structures & Uses <sup>1</sup>	232	7.6	-	-	-	-	-	-	-	-	-
Animal Care Service	232	7.6	-	-	-	-	-	-	16	-	-
Catering Service	232	7.6	-	-	-	-	-	-	10	-	-
Commercial Service Establishment	232	7.6	-	-	-	-	-	-	6	-	1
Drug Store	232	7.6	-	-	-	-	-	-	6	-	-
Financial Institution	232	7.6	-	-	-	-	-	-	6	-	-
Health Clinic	232	7.6	-	-	-	-	-	-	11	-	-
Health Club	232	7.6	-	-	-	-	-	-	11 or 19	-	-
Home Based Business	232	7.6	-	-	-	-	-	-	2	-	-
Office	232	7.6	-	-	-	-	-	-	6	-	-
Payday Loan	232	7.6	-	-	-	1	-	-	6	-	-
Personal Service Establishment	232	7.6	-	-	-	-	-	-	6	-	-
Post Office	232	7.6	-	-	-	-	-	-	6	-	1
Restaurant	232	7.6	-	-	-	-	-	-	7	-	1
Retail Store	232	7.6	-	-	-	-	-	-	6	-	1
Social Club	232	7.6	-	-	_	-	-	-	11 or 19	-	1
Take-Out Food Service	232	7.6	-	-	-	-	-	-	6	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-

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			C2 – S	MALL	LOT	ARTERIA	L COMME	RCIAL			
			Mi	nimum	Develo	pment Stan	dards		Parki	ng Stand	ards <sup>3</sup>
	Site Are <b>a</b> (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Vehicle Rental & Leasing	232	7.6	-	-	-	-	-	-	6	-	-
Veterinary Clinic – Small Animal	232	7.6	-	-	-	-	-	-	6	-	1
Discretionary Uses – Development Officer											
Business Complex	232	7.6	-	-	-	-	-	-	6 or 11	-	1
Business Group	232	7.6	-	-	-	-	-	-	6 or 11	-	1
Commercial Entertainment Establishment	232	7.6	-	-	-	-	-	-	14	-	1
Food Kiosk	232	7.6	-	-	-	-	-	-	6	-	-
Funeral Home	232	7.6	-	-	-	-	-	-	9 or 13	-	1
Licensed Restaurant	232	7.6	-	-	-	-	-	-	7	-	1
Private School	232	7.6	-	-	-	-	-	-	20	-	-
Research & Development Facility	232	7.6	-	-	-	-	-	-	10	-	1
Single Vehicle Car Wash	232	7.6	-	-	-	-	-	-	18	-	1
Vehicle Sales	232	7.6	-	-	-	-	-	-	6	-	1
Vehicle Service	232	7.6	-	-	-	-	-	-	6	-	1
Discretionary Uses - Council											
Above Grade Dwelling	232	7.6	-	-	-	-	-	-	3	20	1
Athletic & Recreational Facility	232	7.6	-	-	-	-	-	-	6 or 12	-	1
Brewing & Distilling	232	7.6	-	-	-	-	-	-	7 or 16	-	1

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			C2 – S	MALL	LOT	ARTERIA	L COMME	RCIAL			
			Mi	nimum	Develo	pment Stan	dards		Parki	ng Stand	ards ³
	Site Are <b>a</b> (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Cannabis Retail Store	232	7.6	-	-	-	-	-	-	6	-	1
Child Care Centre	232	7.6	-	-	-	-	-	-	13	-	-
Communication Tower	232	7.6	-	-	-	46	-	-	-	-	-
Courthouse	232	7.6	-	-	-	-	-	-	9 or 10	-	1
Drinking Establishment	232	7.6	-	-	-	-	-	-	7	-	1
Excavating, Stripping and Grading <sup>2</sup>	232	-	-	-	-	-	-	-	-	-	-
Food Bank	232	7.6	-	-	-	-	-	-	6	-	1
Gas Bar	232	7.6	-	-	-	-	-	-	15	-	1
Grocery Store	232	7.6	-	-	-	-	-	-	11	-	1
Hostel	232	7.6	-	-	-	-	-	-	17	-	-
Hotel	232	7.6	-	-	-	-	-	-	8	-	1
Licensed Commercial Entertainment Establishment	232	7.6	-	-	-	-	-	-	14	-	1
Liquor Store	232	7.6	-	-	-	-	-	-	6	-	1
Methadone Dispensary	232	7.6	-	-	-	-	-	-	11	-	-
Multi-Unit High Rise Dwelling	232	7.6	-	-	-	-	-	35	3	20	1
Night Club	232	7.6	-	-	-	-	-	-	7	-	1
Parking at Grade	232	7.6	-	-	-	-	-	-	-	-	-
Parking Structure	232	7.6	-	-	-	-	-	-	-	-	-
Place of Worship	232	7.6	-	-	-	-	-	-	9	-	-
Post Secondary School	232	7.6	-	-	-	-	-	-	20	-	1

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		(	C2 – SI	MALL	LOT	ARTERIA	L COMME	RCIAL			
			Mi	nimum	Develo	pment Stan	dards		Parki	ng Stand	ards <sup>3</sup>
	Site Are <b>a</b> (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Protective & Emergency Services	232	7.6	-	-	-	-	-	-	6	-	-
Public Assembly	232	7.6	-	-	ı	-	-	-	6 or 12	1	1
Residential Care Facility	232	7.6	-	-	-	-	-	35	5	-	-
Residential Day Care Facility	232	7.6	-	-	-	-	-	-	19	-	-
Shelter	232	7.6	-	-	-	-	-	-	17	-	-
Shopping Centre	232	7.6	-	-	-	-	-	-	14	-	1
Theatre	232	7.6	-	-	-	-	-	-	12	-	1

# Notes on Development Standards for the table above (C2 - Small Lot Arterial Commercial):

- The regulations in Section 4.2 and Section 7.1.1 of this Bylaw shall apply.
- The regulations in Section 4.15 of this Bylaw shall apply.
- <sup>3</sup> The regulations in Section 5 of this Bylaw shall apply.
- <sup>4</sup> The regulations in Section 4.6 and Section 7.1.6 of this Bylaw shall apply.

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Subsection 7.4.2

			C3 – L/	ARGE	LOT	ARTERIA	L COMME	RCIAL			
			Mi	nimum	Develo	pment Stan	dards		Parki	ng Stand	ards <sup>4</sup>
	Site Area (m²)	Site Width (m)	Front Yard <sup>2</sup> (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Permitted Uses											
Accessory Buildings, Structures & Uses <sup>1</sup>	300	10	-	1.5	1.5	14.3	-	-	-	-	-
Animal Care Service	300	10	7.5	6	3	14.3	65	-	16	-	-
Catering Service	300	10	7.5	6	3	14.3	65	-	10	-	1
Commercial Service Establishment	300	10	7.5	6	3	14.3	65	-	6	-	-1
Drug Store	300	10	7.5	6	3	14.3	65	-	6	-	-
Financial Institution	300	10	7.5	6	3	14.3	65	-	6	-	-
Health Clinic	300	10	7.5	6	3	14.3	65	-	11	-	-
Health Club	300	10	7.5	6	3	14.3	65	-	11 or 19	-	-
Home Based Business	300	10	7.5	6	3	14.3	65	-	2	-	-
Office	300	10	7.5	6	3	14.3	65	-	6	-	-
Payday Loan	300	10	7.5	6	3	14.3	65	-	6	-	-
Personal Service Establishment	300	10	7.5	6	3	14.3	65	-	6	-	-
Post Office	300	10	7.5	6	3	14.3	65	-	6	-	1
Restaurant	300	10	7.5	6	3	14.3	65	-	7	-	1
Retail Store	300	10	7.5	6	3	14.3	65	-	6	-	1
Shipping Container <sup>1</sup>	300	10	-	-	-	3	-	-	-	-	-

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		(	C3 – L/	ARGE	LOT	ARTERIA	L COMME	RCIAL			
			Mi	nimum	Develo	pment Stan	dards		Parki	ng Stand	ards <sup>4</sup>
	Site Area (m²)	Site Width (m)	Front Yard <sup>2</sup> (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Single Vehicle Car Wash	300	10	7.5	6	3	14.3	65	-	18	1	1
Social Club	300	10	7.5	6	3	14.3	65	-	11 or 19	-	1
Take-Out Food Service	300	10	7.5	6	3	14.3	65	-	6	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-
Vehicle Rental & Leasing	300	10	7.5	6	3	14.3	65	-	6	-	-
Veterinary Clinic – Small Animal	300	10	7.5	6	3	14.3	65	-	6	-	-
Discretionary Uses – Development Officer											
Athletic & Recreational Facility	232	7.6	-	-	-	-	-	-	6 or 12	-	1
Business Complex	300	10	7.5	6	3	14.3	65	-	6 or 11	-	1
Business Group	300	10	7.5	6	3	14.3	65	-	6 or 11	-	1
Commercial Entertainment Establishment	300	10	7.5	6	3	14.3	65	-	14	-	1
Fleet Service	300	10	7.5	6	3	14.3	65	-	16	-	1
Food Kiosk	300	10	7.5	6	3	14.3	65	-	6	-	-
Funeral Home	300	10	7.5	6	3	14.3	65	-	9 or 13	-	1
Garden Center	300	10	7.5	6	3	14.3	65	-	6	-	1
Gas Bar	300	10	7.5	6	3	14.3	65	-	15	-	1

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		(	C3 – L	ARGE	LOT	ARTERIA	L COMME	RCIAL			
			Mi	nimum	Develo	pment Stan	dards		Parki	ng Stand	ards <sup>4</sup>
	Site Area (m²)	Site Width (m)	Front Yard <sup>2</sup> (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Grocery Store	300	10	7.5	6	3	14.3	65	-	11	-	1
Licensed Restaurant	300	10	7.5	6	3	14.3	65	-	7	-	1
Private School	300	10	7.5	6	3	14.3	65	-	20	-	-
Research & Development Facility	300	10	7.5	6	3	14.3	65	-	10	-	1
Vehicle Sales	300	10	7.5	6	3	14.3	65	-	6	-	1
Vehicle Service	300	10	7.5	6	3	14.3	65	-	6	-	1
Discretionary Uses – Council											
Above Grade Dwelling	300	10	7.5	6	3	14.3	65	-	3	20	1
Bingo Hall	300	10	7.5	6	3	14.3	65	-	12	-	1
Brewing & Distilling	300	10	7.5	6	3	14.3	65	-	7 or 16	-	1
Building Supplies & Products	300	10	7.5	6	3	14.3	65	-	6 or 16	-	1
Cannabis Retail Store	300	10	7.5	6	3	14.3	65	-	6	-	1
Child Care Centre	300	10	7.5	6	3	14.3	65	-	13	-	-
Communication Tower	300	10	7.5	6	3	-	65	-	-	-	-
Drinking Establishment	300	10	7.5	6	3	14.3	65	-	7	-	1
Excavating, Stripping and Grading <sup>3</sup>	300	-	-	-	-	-	-	-	-	-	-

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		(	C3 – L/	ARGE	LOT	ARTERIA	L COMME	RCIAL			
			Mi	nimum	Develo	pment Stan	dards		Parki	ng Stand	ards <sup>4</sup>
	Site Area (m²)	Site Width (m)	Front Yard <sup>2</sup> (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Food Bank	300	10	7.5	6	3	14.3	65	-	6	-	1
Hotel	300	10	7.5	6	3	14.3	65	-	8	-	1
Licensed Commercial Entertainment Establishment	300	10	7.5	6	3	14.3	65	-	14	-	1
Liquor Store	300	10	7.5	6	3	14.3	65	-	6	-	1
Methadone Dispensary	300	10	7.5	6	3	14.3	65	-	11	-	-
Motel	300	10	7.5	6	3	14.3	65	-	8	-	1
Multi-Vehicle Car Wash	300	10	7.5	6	3	14.3	65	-	18	-	1
Night Club	300	10	7.5	6	3	14.3	65	-	7	-	1
Parking at Grade	300	10	7.5	6	3	14.3	65	-	-	-	-
Parking Structure	300	10	7.5	6	3	14.3	65	-	-	-	-
Place of Worship	300	10	7.5	6	3	22	65	-	9	-	-
Post Secondary School	300	10	7.5	6	3	14.3	65	-	20	-	1
Protective & Emergency Services	300	10	7.5	6	3	14.3	65	-	6	-	-
Public Assembly	300	10	7.5	6	3	14.3	65	-	6 or 12	-	1
Residential Care Facility	300	10	7.5	6	3	14.3	65	-	5	-	-
Residential Day Care Facility	300	10	7.5	6	3	14.3	65	-	19	-	-
Shopping Centre	300	10	7.5	6	3	14.3	65	-	14	-	1

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		(	C3 – L	ARGE	LOT	ARTERIA	L COMME	RCIAL			
			Mi	nimum	Develo	pment Stan	dards		Parki	ng Stand	ards <sup>4</sup>
	Site Area (m²)	Site Width (m)	Front Yard <sup>2</sup> (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Theatre	300	10	7.5	6	3	14.3	65	-	12	-	1

# Notes on Development Standards for the table above (C3 - Large Lot Arterial Commercial):

- The regulations in Section 4.2 and Section 7.1.1 of this Bylaw shall apply.
- The minimum front yard setback shall be 0.5 metres for the lands abutting 15<sup>th</sup> Street East between 6<sup>th</sup> Avenue and 10<sup>th</sup> Avenue East, legally described as Parcel S3, Plan 101954583, Ext. 1 and Parcel S1, Plan 101841881 Ext. 0.
- The regulations in Section 4.15 of this Bylaw shall apply.
- <sup>4</sup> The regulations in Section 5 of this Bylaw shall apply.
- <sup>5</sup> The regulations in Section 4.6 and Section 7.1.6 of this Bylaw shall apply.

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Subsection 7.5.2

				C4 – H	HIGHV	VAY COM	MERCIAL				
			Mir	nimum	Develop	oment Stand	lards		Parki	ng Stand	ards <sup>3</sup>
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Permitted Uses											
Accessory Buildings, Structures & Uses <sup>1</sup>	1,260	21	-	1.5	1.5	14.3	-	-	-	-	-
Animal Care Service	1,260	21	7.5	6	3	14.3	35	-	16	-	-
Catering Service	1,260	21	7.5	6	3	14.3	35	-	10	-	-
Commercial Service Establishment	1,260	21	7.5	6	3	14.3	35	-	6	-	1
Drug Store	1,260	21	7.5	6	3	14.3	35	-	6	-	-
Financial Institution	1,260	21	7.5	6	3	14.3	35	-	6	-	-
Health Clinic	1,260	21	7.5	6	3	14.3	35	-	11	-	-
Health Club	1,260	21	7.5	6	3	14.3	35	-	11 or 19	-	-
Home Based Business	1,260	21	7.5	6	3	14.3	35	-	2	-	-
Office	1,260	21	7.5	6	3	14.3	35	-	6	-	-
Payday Loan	1,260	21	7.5	6	3	14.3	35	-	6	-	-
Personal Service Establishment	1,260	21	7.5	6	3	14.3	35	-	6	-	-
Post Office	1,260	21	7.5	6	3	14.3	35	-	6	-	1
Restaurant	1,260	21	7.5	6	3	14.3	35	-	7	-	1
Retail Store	1,260	21	7.5	6	3	14.3	35	-	6	-	1
Shipping Container <sup>1</sup>	1,260	21	_	-	-	3	-	-	-	-	-

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			(	C4 – I	HIGHV	VAY COM	MERCIAL				
			Mir	nimum	Develo	oment Stand	lards		Parki	ng Stand	ards <sup>3</sup>
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Single Vehicle Car Wash	1,260	21	7.5	6	3	14.3	35	-	18	-	1
Social Club	1,260	21	7.5	6	3	14.3	35	-	11 or 19	-	1
Take-Out Food Service	1,260	21	7.5	6	3	14.3	35	-	6	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-
Vehicle Rental & Leasing	1,260	21	7.5	6	3	14.3	35	-	6	-	-
Veterinary Clinic – Small Animal	1,260	21	7.5	6	3	14.3	35	-	6	-	1
Discretionary Uses – Development Officer											
Athletic & Recreational Facility	232	7.6	-	-	-	-	-	-	6 or 12	-	1
Business Complex	1,260	21	7.5	6	3	14.3	35	-	6 or 11	-	1
Business Group	1,260	21	7.5	6	3	14.3	35	-	6 or 11	-	1
Commercial Entertainment Establishment	1,260	21	7.5	6	3	14.3	35	-	14	-	1
Fleet Service	1,260	21	7.5	6	3	14.3	35	-	16	-	1
Food Kiosk	1,260	21	7.5	6	3	14.3	35	-	6	-	-
Funeral Home	1,260	21	7.5	6	3	14.3	35	-	9 or 13	-	1
Garden Center	1,260	21	7.5	6	3	14.3	35	-	6	-	1
Gas Bar	1,260	21	7.5	6	3	14.3	35	-	15	-	1
Grocery Store	1,260	21	7.5	6	3	14.3	35	-	11	-	1

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				C4 – I	HIGHV	VAY COM	MERCIAL				
	Area (m²)         Width (m)         Yard (m)         Yard (m)         Yard (m)         Building Height (m)         Site Coverage (%)           1,260         21         7.5         6         3         14.3         35           1,260         21         7.5         6         3         14.3         35           1,260         21         7.5         6         3         14.3         35           1,260         21         7.5         6         3         14.3         35           1,260         21         7.5         6         3         14.3         35           1,260         21         7.5         6         3         14.3         35           1,260         21         7.5         6         3         14.3         35								Parki	ng Stand	ards <sup>3</sup>
	Area	Width	Yard	Yard	Yard	Building Height	Site Coverage	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Licensed Restaurant	1,260	21	7.5	6	3	14.3	35	-	7	-	1
Private School	1,260	21	7.5	6	3	14.3	35	-	20	-	-
Research & Development Facility	1,260	21	7.5	6	3	14.3	35	-	10	-	1
Vehicle Sales	1,260	21	7.5	6	3	14.3	35	-	6	-	1
Vehicle Service	1,260	21	7.5	6	3	14.3	35	-	6	-	1
Discretionary Uses – Council											
Above Grade Dwelling	1,260	21	7.5	6	3	14.3	35	-	3	20	1
Bingo Hall	1,260	21	7.5	6	3	14.3	35	-	12	1	1
Brewing & Distilling	1,260	21	7.5	6	3	14.3	35	-	7 or 16	-	1
Building Supplies & Products	1,260	21	7.5	6	3	14.3	35	-	6 or 16	-	1
Cannabis Retail Store	1,260	21	7.5	6	3	14.3	35	-	6	-	1
Cardlock	1,260	21	7.5	6	3	14.3	35	-	15	-	1
Child Care Centre	1,260	21	7.5	6	3	14.3	35	-	13	-	-
Communication Tower	1,260	21	7.5	6	3	-	35	-	-	-	-
Drinking Establishment	1,260	21	7.5	6	3	14.3	35	-	7	-	1
Excavating, Stripping and Grading <sup>2</sup>	1,260	-	-	-	-	-	-	-	-	-	-
Food Bank	1,260	21	7.5	6	3	14.3	35	-	6	-	1

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				C4 – H	HIGHV	VAY COM	MERCIAL				
			Mir	nimum	Develo	lards		Parki	ng Stand	ards <sup>3</sup>	
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Hotel	1,260	21	7.5	6	3	14.3	35	-	8	-	1
Large Vehicle Wash	1,260	21	7.5	6	3	14.3	35	-	18	-	1
Licensed Commercial Entertainment Establishment	1,260	21	7.5	6	3	14.3	35	-	14	-	1
Liquor Store	1,260	21	7.5	6	3	14.3	35	-	6	-	1
Methadone Dispensary	1,260	21	7.5	6	3	14.3	35	-	11	-	-
Motel	1,260	21	7.5	6	3	14.3	35	-	8	-	1
Multi-Vehicle Car Wash	1,260	21	7.5	6	3	14.3	35	-	18	-	1
Night Club	1,260	21	7.5	6	3	14.3	35	-	7	-	1
Parking at Grade	1,260	21	7.5	6	3	14.3	35	-	-	-	-
Parking Structure	1,260	21	7.5	6	3	14.3	35	-	-	-	-
Place of Worship	1,260	21	7.5	6	3	22	35	-	9	-	-
Post Secondary School	1,260	21	7.5	6	3	14.3	35	-	20	-	1
Protective & Emergency Services	1,260	21	7.5	6	3	14.3	35	-	6	-	-
Public Assembly	1,260	21	7.5	6	3	14.3	35	-	6 or 12	-	1
Residential Care Facility	1,260	21	7.5	6	3	14.3	35	-	5	-	-
Residential Day Care Facility	1,260	21	7.5	6	3	14.3	35	-	19	-	-
Shopping Centre	1,260	21	7.5	6	3	14.3	35	-	14	-	1
Theatre	1,260	21	7.5	6	3	14.3	35	-	12	-	1

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### Notes on Development Standards for the table above (C4 – Highway Commercial):

- The regulations in Section 4.2 and Section 7.1.1 of this Bylaw shall apply.
- <sup>2</sup> The regulations in Section 4.15 of this Bylaw shall apply.
- The regulations in Section 5 of this Bylaw shall apply.
- <sup>4</sup> The regulations in Section 4.6 and Section 7.1.6 of this Bylaw shall apply.

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Subsection 7.6.2

			CI	MU – (	COMM	IERCIAL I	MIXED US	BE			
			Mi	inimum	Develo	pment Stan	dards		Parki	ng Stand	ards <sup>3</sup>
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Permitted Uses											
Accessory Buildings, Structures & Uses <sup>1</sup>	280	7.5	-	1.5	1.5	3	-	-	-	-	-
Catering Service	280	7.5	6	2	3	14.3	65	-	10	-	1
Commercial Service Establishment	280	7.5	6	2	3	14.3	65	-	6	-	1
Drug Store	280	7.5	6	2	3	14.3	65	-	6	-	-
Financial Institution	280	7.5	6	2	3	14.3	65	-	6	-	-
Health Clinic	280	7.5	6	2	3	14.3	65	-	11	-	-
Home Based Business	280	7.5	6	2	3	14.3	65	-	2	-	-
Office	280	7.5	6	2	3	14.3	65	-	6	-	-
Personal Service Establishment	280	7.5	6	2	3	14.3	65	-	6	1	-
Post Office	280	7.5	6	2	3	14.3	65	-	6	ı	1
Restaurant	280	7.5	6	2	3	14.3	65	-	7	-	1
Retail Store	280	7.5	6	2	3	14.3	65	-	6	-	1
Single Vehicle Car Wash	280	7.5	6	2	3	14.3	65	-	18	ı	1
Social Club	280	7.5	6	2	3	14.3	65	-	11 or 19	-	1
Take-Out Food Service	280	7.5	6	2	3	14.3	65	-	6	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-

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			CI	MU – (	COMN	/IERCIAL	MIXED US	 BE			
			Mi	inimum	Develo	ppment Stan	dards		Parki	ng Stand	ards <sup>3</sup>
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Veterinary Clinic – Small Animal	280	7.5	6	2	3	14.3	65	-	6	-	-
Discretionary Uses – Development Officer											
Animal Care Service	280	7.5	6	2	3	14.3	65	-	16	-	-
Business Complex	280	7.5	6	2	3	14.3	65	-	6 or 11	-	1
Business Group	280	7.5	6	2	3	14.3	65	-	6 or 11	-	1
Food Kiosk	280	7.5	6	2	3	14.3	65	-	6	-	-
Gas Bar	280	7.5	6	2	3	14.3	65	-	15	1	1
Health Club	280	7.5	6	2	3	14.3	65	-	11 or 19	-	-
Private School	280	7.5	6	2	3	14.3	65	-	20	1	-
Discretionary Uses – Council											
Above Grade Dwelling	280	7.5	6	2	3	14.3	65	-	3	20	1
Brewing & Distilling	280	7.5	6	2	3	14.3	65	-	7 or 16	-	1
Child Care Centre	280	7.5	6	2	3	14.3	65	-	13	-	-
Commercial Entertainment Establishment	280	7.5	6	2	3	14.3	65	-	14	-	1
Drinking Establishment	280	7.5	6	2	3	14.3	65	-	7	-	1
Excavating, Stripping and Grading <sup>2</sup>	280	-	-	-	-	-	-	-	-	-	-
Food Bank	280	7.5	6	2	3	14.3	65	-	6	-	1

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			CI	MU – (	COMN	IERCIAL	MIXED US	BE			
			Mi	inimum	Develo	pment Stan	dards		Parki	ng Stand	ards <sup>3</sup>
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Funeral Home	280	7.5	6	2	3	14.3	65	-	9 or 13	-	1
Grocery Store	280	7.5	6	2	3	14.3	65	-	11	-	1
Hostel	280	7.5	6	2	3	14.3	65	-	17	-	-
Licensed Commercial Entertainment Establishment	280	7.5	6	2	3	14.3	65	-	14	-	1
Licensed Restaurant	280	7.5	6	2	3	14.3	65	-	7	-	1
Liquor Store	280	7.5	6	2	3	14.3	65	-	6	-	1
Multi-Unit High Rise Dwelling	280	7.5	6	5	7.5	46	-	35	3	20	1
Multi-Vehicle Car Wash	280	7.5	6	2	3	14.3	65	-	18	-	1
Place of Worship	280	7.5	6	2	3	14.3	65	-	9	-	-
Post Secondary School	280	7.5	6	2	3	14.3	65	-	20	-	1
Protective & Emergency Services	280	7.5	6	2	3	14.3	65	-	6	-	-
Public Assembly	280	7.5	6	2	3	14.3	65	-	6 or 12	-	1
Residential Care Facility	280	7.5	6	3	6	14.3	65	-	5	-	-
Residential Day Care Facility	280	7.5	6	2	3	14.3	65	-	19	-	-
Shelter	280	7.5	6	2	3	14.3	65	-	17	-	-

## Notes on Development Standards for the table above (CMU – Commercial Mixed Use):

- The regulations in Section 4.2 and Section 7.1.1 of this Bylaw shall apply.
- <sup>2</sup> The regulations in Section 4.15 of this Bylaw shall apply.

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- <sup>3</sup> The regulations in Section 5 of this Bylaw shall apply.
- The regulations in Section 4.6 and Section 7.1.6 of this Bylaw shall apply.

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Subsection 7.7.2

			R	MU –	RESID	DENTIAL I	MIXED US	E			
			Mi	nimum	Develo	pment Stand	dards		Parki	ng Stand	ards <sup>3</sup>
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Permitted Uses											
Accessory Buildings, Structures & Uses <sup>1</sup>	280	7.5	-	-	-	3	15	-	-	-	-
Bed & Breakfast Home	280	7.5	6	2	3	10.7	50	-	4	-	-
Catering Service	280	7.5	6	2	3	10.7	65	-	10	-	1
Commercial Service Establishment	280	7.5	6	2	3	10.7	65	-	6	-	1
Drug Store	280	7.5	6	2	3	10.7	65	-	6	-	-
Family Child Care Home	280	7.5	6	2	3	10.7	50	-	13	-	-
Group Family Child Care Home	280	7.5	6	2	3	10.7	50	-	13	-	-
Health Clinic	280	7.5	6	2	3	10.7	65	-	11	-	-
Home Based Business	280	7.5	6	2	3	10.7	50	-	2	-	-
Office	280	7.5	6	2	3	10.7	65	-	6	-	-
One Unit Dwelling	280	7.5	6	1.2	3	10.7	50	-	2	-	-
Personal Service Establishment	280	7.5	6	2	3	10.7	65	-	6	ı	-
Post Office	280	7.5	6	2	3	10.7	65	-	6	-	1
Private Care Home	280	7.5	6	2	3	10.7	50	-	2	-	-

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			R	MU –	RESID	DENTIAL I	MIXED US	E			
			Mi	nimum	Develo	pment Stand	dards		Parki	ng Stand	ards <sup>3</sup>
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Private Day Care Home	280	7.5	6	2	3	10.7	50	-	2	-	-
Restaurant	280	7.5	6	2	3	10.7	65	-	7	-	1
Retail Store	280	7.5	6	2	3	10.7	65	-	6	-	1
Secondary Suite	-	-	-	-	-	-	-	-	2	-	-
Social Club	280	7.5	6	2	3	10.7	65	-	11 or 19	-	1
Take-Out Food Service	280	7.5	6	2	3	10.7	65	-	6	-	1
Two Unit Dwelling <sup>4</sup>	450	14	6	1.2	3	10.7	50	-	2	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-
Veterinary Clinic – Small Animal	280	7.5	6	2	3	10.7	65	-	6	-	-
Discretionary Uses – Development Officer											
Boarding House	280	7.5	6	2	3	10.7	50	-	4	-	-
Business Complex	280	7.5	6	2	3	10.7	65	-	6 or 11	-	1
Food Kiosk	280	7.5	6	2	3	10.7	65	-	6	-	-
Health Club	280	7.5	6	2	3	10.7	65	-	11 or 19	-	-
Private School	280	7.5	6	2	3	10.7	65	-	20	-	-
Discretionary Uses – Council											

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			R	MU –	RESID	DENTIAL I	MIXED US	E			
			Mi	nimum	Develo	pment Stand	dards		Parki	ng Stand	ards <sup>3</sup>
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Above Grade Dwelling	280	7.5	6	2	3	10.7	-	-	3	20	1
Child Care Centre	280	7.5	6	2	3	10.7	65	-	13	-	-
Commercial Entertainment Establishment	280	7.5	6	2	3	10.7	65	-	14	-	1
Excavating, Stripping and Grading <sup>2</sup>	280	-	-	-	-	-	-	-	-	-	-
Food Bank	280	7.5	6	2	3	10.7	65	-	6	-	1
Funeral Home	280	7.5	6	2	3	10.7	65	-	9 or 13	-	1
Grocery Store	280	7.5	6	2	3	10.7	65	-	11	-	1
Hostel	280	7.5	6	2	3	10.7	65	-	17	-	-
Licensed Restaurant	280	7.5	6	2	3	10.7	65	-	7	-	1
Multi-Unit Dwelling	280	7.5	6	3	6	10.7	-	35	3	20	1
Multi-Unit High Rise Dwelling	280	7.5	6	5	7.5	46	-	35	3	20	1
Parking at Grade	280	7.5	6	2	3	10.7	-	-	-	-	-
Place of Worship	280	7.5	6	2	3	10.7	65	-	9	-	-
Post Secondary School	280	7.5	6	2	3	14.3	65	-	20	1	1
Protective & Emergency Services	280	7.5	6	2	3	10.7	65	-	6	-	-
Public Assembly	280	7.5	6	2	3	10.7	65	-	6 or 12	-	1

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			R	MU –	RESIE	DENTIAL I	MIXED US	E				
			Mi	nimum	Develo	pment Stand	dards		Parking Standards <sup>3</sup>			
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)	
Residential Care Facility	280	7.5	6	3	6	14.3	65	-	5	-	-	
Residential Care Home	280	7.5	6	2	3	10.7	50	-	5	-	-	
Residential Day Care Facility	280	7.5	6	2	3	10.7	65	-	19	-	-	
Residential Day Care Home	280	7.5	6	2	3	10.7	50	-	13	-	-	
Shelter	280	7.5	6	2	3	10.7	65	-	17	-	-	

#### Notes on Development Standards for the table above (RMU – Residential Mixed Use):

- The regulations in Section 4.2 and Section 7.1.1 of this Bylaw shall apply.
- The regulations in Section 4.15 of this Bylaw shall apply.
- The regulations in Section 5 of this Bylaw shall apply.
- Two Unit Dwellings that are subdivided along a common wall shall have a minimum lot width of 7 metres and a minimum lot area of 200 square metres.
- <sup>5</sup> The regulations in Section 4.6 and Section 7.1.6 of this Bylaw shall apply.

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**Subsection 8.2.2** 

				М1 -	- HEA	VY INDUS	TRIAL				
			Mi	inimum	Develo	pment Stand	lards		Parki	ng Stand	ards <sup>3</sup>
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Permitted Uses											
Accessory Buildings, Structures & Uses <sup>1</sup>	1,260	21	-	1.5	1.5	14.3	-	-	-	-	-
Aircraft Assembly & Service	1,260	21	7.5	6	7.5	14.3	-	-	16	-	-
Animal Care Service	1,260	21	7.5	6	7.5	14.3	-	-	16	-	-
Brewing & Distilling	1,260	21	7.5	6	7.5	14.3	-	-	7 or 16	-	1
Commercial Entertainment Establishment	1,260	21	7.5	6	7.5	14.3	-	-	14	-	1
Commercial Service Establishment	1,260	21	7.5	6	7.5	14.3	-	-	6	-	1
Garden Centre	1,260	21	7.5	6	7.5	14.3	-	-	6	-	1
Health Club	1,260	21	7.5	6	7.5	14.3	-	-	11 or 19	-	-
Industrial Equipment Sales & Service	1,260	21	7.5	6	7.5	14.3	-	-	16	-	1
Industrial Service Establishment	1,260	21	7.5	6	7.5	14.3	-	-	16	-	1
Manufacturing, Processing & Assembly	1,260	21	7.5	6	7.5	14.3	-	-	16	-	1
Office	1,260	21	7.5	6	7.5	14.3	-	-	6	-	1
Restaurant	1,260	21	7.5	6	7.5	14.3	-	-	7	-	1
Retail Store	1,260	21	7.5	6	7.5	14.3	-	-	6	-	1
Shipping Container <sup>1</sup>	1,260	21	-	1.5	1.5	3	-	-	-	-	-
Single Vehicle Car Wash	1,260	21	7.5	6	7.5	14.3	-	-	18	-	-

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				M1 -	- HEA	VY INDUS	TRIAL				
			Mi	nimum	Develo	pment Stand	lards		Parki	ng Stand	ards <sup>3</sup>
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Storage Facility	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1
Storage Yard	1,260	21	7.5	6	7.5	14.3	-	-	10	-	-
Take-Out Food Service	1,260	21	7.5	6	7.5	14.3	-	-	6	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-
Vehicle Rental & Leasing	1,260	21	7.5	6	7.5	14.3	-	-	6	1	-
Veterinary Clinic – Small Animal	1,260	21	7.5	6	7.5	14.3	-	-	6	-	-
Warehouse & Wholesale	1,260	21	7.5	6	7.5	14.3	-	-	6 or 10	-	1
Discretionary Uses  – Development Officer											
Aquaculture Facility	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1
Building Supplies & Products	1,260	21	7.5	6	7.5	14.3	-	-	6 or 16	-	1
Business Complex	1,260	21	7.5	6	7.5	14.3	-	-	6 or 11	-	1
Business Group	1,260	21	7.5	6	7.5	14.3	-	-	6 or 11	ı	1
Fleet Service	1,260	21	7.5	6	7.5	14.3	-	-	16	ı	1
Food Kiosk	1,260	21	7.5	6	7.5	14.3	-	-	6	-	-
Gas Bar	1,260	21	7.5	6	7.5	14.3	-	-	15	-	1
Kennel	1,260	21	7.5	6	7.5	14.3	-	-	16	-	-
Large Vehicle Wash	1,260	21	7.5	6	7.5	14.3	-	-	18	-	1
Licensed Restaurant	1,260	21	7.5	6	7.5	14.3	-	-	7	-	1
Multi-Vehicle Car Wash	1,260	21	7.5	6	7.5	14.3	-	-	18	-	1

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				М1 -	- HEA	VY INDUS	TRIAL				
			Mi	inimum	Develo	pment Stand	lards		Parki	ng Stand	ards <sup>3</sup>
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Parking at Grade	1,260	21	7.5	6	7.5	-	-	-	-	-	-
Recycling Depot	1,260	21	7.5	6	7.5	14.3	-	-	6 or 10	-	1
Research & Development Facility	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1
Vehicle Sales	1,260	21	7.5	6	7.5	14.3	-	-	6	-	-
Vehicle Service	1,260	21	7.5	6	7.5	14.3	-	-	6	-	1
Veterinary Clinic – Large Animal	1,260	21	7.5	6	7.5	14.3	-	-	6	-	1
Discretionary Uses - Council											
Animal Shelter	1,260	21	7.5	6	7.5	14.3	-	-	16	-	1
Asphalt, Aggregate & Concrete Plant	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1
Auto Wrecking & Salvage Yard	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1
Bulk Fuel	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1
Cannabis Production Facility	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1
Cannabis Wholesale	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1
Cardlock	1,260	21	7.5	6	7.5	14.3	-	-	15	-	1
Communication Tower	1,260	21	7.5	6	7.5	45	-	-	-	-	-
Correctional Institution & Related Facilities	1,260	21	7.5	6	7.5	14.3	-	-	16	-	1
Crematorium	1,260	21	7.5	6	7.5	14.3	-	-	9 or 13	-	1

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				М1 -	- HEA	VY INDUS	TRIAL				
			Mi	nimum	Develo	pment Stand	lards		Parki	ng Stand	ards <sup>3</sup>
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Excavating, Stripping and Grading <sup>2</sup>	1,260	-	-	6	7.5	-	-	-	-	-	-
Fuel Production Facility	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1
Licensed Commercial Entertainment Establishment	1,260	21	7.5	6	7.5	14.3	-	-	14	-	1
Manufacturing, Processing & Assembly – Dangerous Goods	1,260	21	7.5	6	7.5	14.3	-	-	16	-	1
Post Secondary School	1,260	21	7.5	6	7.5	14.3	-	-	20	-	1
Protective & Emergency Services	1,260	21	7.5	6	7.5	14.3	-	-	6	-	-
Pulp & Paper Mill	1,260	21	7.5	6	7.5	-	-	-	10	-	1
Rail Yard	1,260	21	7.5	6	7.5	14.3	-	-	10	-	1
Sand & Gravel Yard	1,260	21	7.5	6	7.5	14.3	-	-	10	-	-
Veterinary Hospital	1,260	21	7.5	6	7.5	14.3	-	-	6	-	1

#### Notes on Development Standards for the table above (M1 – Heavy Industrial):

- The regulations in Section 4.2 and Section 8.1.1 of this Bylaw shall apply.
- The regulations in Section 4.15 of this Bylaw shall apply.
- The regulations in Section 5 of this Bylaw shall apply.
- <sup>4</sup> The regulations in Section 4.6 and Section 8.1.6 of this Bylaw shall apply.

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**Subsection 8.3.2** 

			M2	– SM	ALL L	OT LIGHT	INDUST	RIAL			
			M	inimum	Develo	opment Stan	dards		Parkii	ng Standa	ards <sup>3</sup>
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Permitted Uses											
Accessory Buildings, Structures & Uses <sup>1</sup>	300	10	-	1.5	1.5	10.7	-	-	-	-	-
Animal Care Service	300	10	-	-	3	10.7	-	-	16	-	-
Brewing & Distilling	300	10	-	-	3	10.7	-	-	7 or 16	-	1
Commercial Entertainment Establishment	300	10	-	-	3	10.7	-	-	14	-	1
Commercial Service Establishment	300	10	-	-	3	10.7	-	-	6	-	1
Community Garden	300	10	-	-	3	-	-	-	-	-	-
Financial Institution	300	10	-	-	3	10.7	-	-	6	-	-
Health Club	300	10	-	-	3	10.7	-	-	11 or 19	-	-
Industrial Service Establishment	300	10	-	-	3	10.7	-	-	16	-	1
Office	300	10	-	-	3	10.7	-	-	6	-	1
Post Office	300	10	-	-	3	10.7	-	-	6	-	1
Restaurant	300	10	-	-	3	10.7	-	-	7	-	1
Retail Store	300	10	-	-	3	10.7	-	-	6	-	1
Shipping Container <sup>1</sup>	300	10	-	1.5	1.5	3	-	-	-	-	-
Single Vehicle Car Wash	300	10	-	-	3	10.7	-	-	18	-	-
Social Club	300	10	-	-	3	10.7	-	-	11 or 19	-	1

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			M2	– SM	ALL L	OT LIGHT	INDUSTF	RIAL			
			M	inimum	Develo	opment Stan	dards		Parkii	ng Standa	ards <sup>3</sup>
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Storage Facility	300	10	-	-	3	10.7	-	-	10	-	1
Take-Out Food Service	300	10	-	-	3	10.7	-	-	6	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-
Vehicle Rental & Leasing	300	10	-	-	3	10.7	-	-	6	-	-
Veterinary Clinic – Small Animal	300	10	-	-	3	10.7	-	-	6	-	-
Warehouse & Wholesale	300	10	-	-	3	10.7	-	-	6 or 10	-	1
Discretionary Uses – Development Officer											
Building Supplies & Products	300	10	-	-	3	10.7	-	-	6 or 16	-	1
Business Complex	300	10	-	-	3	10.7	-	-	6 or 11	-	1
Business Group	300	10	-	-	3	10.7	-	-	6 or 11	-	1
Food Kiosk	300	10	-	-	3	10.7	-	-	6	-	-
Garden Center	300	10	-	-	3	10.7	-	-	6	-	1
Gas Bar	300	10	-	-	3	10.7	-	-	15	ı	1
Large Vehicle Wash	300	10	-	-	3	10.7	-	-	18	-	1
Licensed Restaurant	300	10	-	-	3	10.7	-	-	7	-	1
Manufacturing, Processing & Assembly	300	10	-	-	3	10.7	-	-	16	-	1
Multi-Vehicle Car Wash	300	10	-	-	3	10.7	-	-	18	-	1
Parking at Grade	300	10	-	-	3	10.7	-	-	ı	ı	-

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	M2 – SMALL LOT LIGHT INDUSTRIAL													
			M	inimum	Devel	opment Stan	dards		Parkii	ng Standa	ards <sup>3</sup>			
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)			
Recycling Depot	300	10	-	-	3	10.7	-	-	6 or 10	-	1			
Research & Development Facility	300	10	-	-	3	10.7	-	-	10	-	1			
Storage Yard	300	10	-	-	3	10.7	-	-	10	-	-			
Vehicle Sales	300	10	-	-	3	10.7	-	-	6	-	-			
Vehicle Service	300	10	-	-	3	10.7	-	-	6	-	1			
Veterinary Clinic – Large Animal	300	10	-	-	3	10.7	-	-	6	-	1			
Discretionary Uses – Council														
Cardlock	300	10	-	-	3	10.7	-	-	15	-	1			
Communication Tower	300	10	-	-	3	45	-	-	-	-	-			
Excavating, Stripping and Grading <sup>2</sup>	300	-	-	-	-	-	-	-	-	-	-			
Licensed Commercial Entertainment Establishment	300	10	-	-	3	10.7	-	-	14	-	1			
Personal Service Establishment	300	10	-	-	3	10.7	-	-	6	-	1			
Private School	300	10	-	-	3	10.7	-	-	20	-	-			
Protective & Emergency Services	300	10	-	-	3	10.7	-	-	6	-	-			
Rail Yard	300	10	-	-	3	10.7	-	-	10	-	1			

## Notes on Development Standards for the table above (M2 – Small Lot Light Industrial):

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<sup>&</sup>lt;sup>1</sup> The regulations in Section 4.2 and Section 8.1.1 of this Bylaw shall apply.

- <sup>2</sup> The regulations in Section 4.15 of this Bylaw shall apply.
- <sup>3</sup> The regulations in Section 5 of this Bylaw shall apply.
- The regulations in Section 4.6 and Section 8.1.6 of this Bylaw shall apply.

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Subsection 8.4.2

	M3 - LARGE LOT LIGHT INDUSTRIAL  Minimum Development Standards Parking Standards 3														
			Mini	mum D	evelop	ment Standa	ırds		Parkii	ng Stand	ards <sup>3</sup>				
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)				
Permitted Uses															
Accessory Buildings, Structures & Uses <sup>1</sup>	1,260	22	-	1.5	1.5	14.3	-	-	-	-	-				
Animal Care Service	1,260	22	7.5	6	7.5	14.3	-	-	16	-	-				
Brewing & Distilling	1,260	22	7.5	6	7.5	14.3	-	-	7 or 16	-	1				
Commercial Entertainment Establishment	1,260	22	7.5	6	7.5	14.3	-	-	14	-	1				
Commercial Service Establishment	1,260	22	7.5	6	7.5	14.3	-	-	6	-	1				
Garden Center	1,260	22	7.5	6	7.5	14.3	-	-	6	-	1				
Health Club	1,260	22	7.5	6	7.5	14.3	-	-	11 or 19	-	-				
Industrial Service Establishment	1,260	22	7.5	6	7.5	14.3	-	-	16	-	1				
Office	1,260	22	7.5	6	7.5	14.3	-	-	6	-	1				
Post Office	1,260	22	7.5	6	7.5	14.3	-	-	6	-	1				
Restaurant	1,260	22	7.5	6	7.5	14.3	-	-	7	-	1				
Retail Store	1,260	22	7.5	6	7.5	14.3	-	-	6	-	1				
Shipping Container <sup>1</sup>	1,260	22	-	1.5	1.5	3	-	-		-	-				
Single Vehicle Car Wash	1,260	22	7.5	6	7.5	14.3	-	-	18	-	-				

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			M3 –	LARG	E LO	T LIGHT I	NDUSTRI	AL			
			Mini	mum D	evelop	ment Standa	ırds		Parkii	ng Stand	ards <sup>3</sup>
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Social Club	1,260	22	7.5	6	7.5	14.3	-	-	11 or 19	-	1
Storage Facility	1,260	22	7.5	6	7.5	14.3	-	-	10	-	1
Take-Out Food Service	1,260	22	7.5	6	7.5	14.3	-	-	6	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-
Vehicle Rental & Leasing	1,260	22	7.5	6	7.5	14.3	-	-	6	-	-
Veterinary Clinic – Small Animal	1,260	22	7.5	6	7.5	14.3	-	-	6	-	-
Warehouse & Wholesale	1,260	22	7.5	6	7.5	14.3	-	-	6 or 10	-	1
Discretionary Uses – Development Officer											
Building Supplies & Products	1,260	22	7.5	6	7.5	14.3	-	-	6 or 16	-	1
Business Complex	1,260	22	7.5	6	7.5	14.3	-	-	6 or 11	-	1
Business Group	1,260	22	7.5	6	7.5	14.3	-	-	6 or 11	-	1
Fleet Service	1,260	22	7.5	6	7.5	14.3	-	-	16	-	1
Food Kiosk	1,260	22	7.5	6	7.5	14.3	-	-	6	-	-
Gas Bar	1,260	22	7.5	6	7.5	14.3	-	-	15	-	1
Kennel	1,260	22	7.5	6	7.5	14.3	-	-	16	-	-
Large Vehicle Wash	1,260	22	7.5	6	7.5	14.3	-	-	18	-	1
Licensed Restaurant	1,260	22	7.5	6	7.5	14.3	-	-	7	-	1

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			М3 –	LARG	E LO	T LIGHT II	NDUSTRI	AL			
			Mini	mum D	evelop	ment Standa	ırds		Parkii	ng Stand	ards <sup>3</sup>
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Manufacturing, Processing & Assembly	1,260	22	7.5	6	7.5	14.3	-	-	16	-	1
Multi-Vehicle Car Wash	1,260	22	7.5	6	7.5	14.3	-	-	18	-	1
Parking at Grade	1,260	22	7.5	6	7.5	14.3	-	-	-	-	-
Recycling Depot	1,260	22	7.5	6	7.5	14.3	-	-	6 or 10	-	1
Research & Development Facility	1,260	22	7.5	6	7.5	14.3	-	-	10	-	1
Storage Yard	1,260	22	7.5	6	7.5	14.3	-	-	10	-	-
Vehicle Sales	1,260	22	7.5	6	7.5	14.3	-	-	6	-	-
Vehicle Service	1,260	22	7.5	6	7.5	14.3	-	-	6	-	1
Veterinary Clinic – Large Animal	1,260	22	7.5	6	7.5	14.3	-	-	6	-	1
Discretionary Uses – Council											
Animal Shelter	1,260	22	7.5	6	7.5	14.3	-	-	16	-	1
Cardlock	1,260	22	7.5	6	7.5	14.3	-	-	15	-	1
Casino	1,260	22	7.5	6	7.5	14.3	-	-	12	-	1
Communication Tower	1,260	22	7.5	6	7.5	45	-	-	ı	-	-
Excavating, Stripping and Grading <sup>2</sup>	1,260	-	-	-	-	-	-	-	1	-	-
Licensed Commercial Entertainment Establishment	1,260	22	7.5	6	7.5	14.3	-	-	14	-	1
Night Club	1,260	22	7.5	6	7.5	14.3	-	-	7	-	1

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			М3 –	LARG	E LO	T LIGHT I	NDUSTRI	AL				
			Mini	mum D	evelop	ment Standa	ırds		Parking Standards <sup>3</sup>			
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)	
Personal Service Establishment	1,260	22	7.5	6	7.5	14.3	-	-	6	-	1	
Place of Worship	1,260	22	7.5	6	7.5	14.3	-	-	9	-	1	
Post Secondary School	1,260	22	7.5	6	7.5	14.3	-	-	20	-	1	
Private School	1,260	22	7.5	6	7.5	14.3	-	-	20	-	-	
Protective & Emergency Services	1,260	22	7.5	6	7.5	14.3	-	-	6	-	-	

#### Notes on Development Standards for the table above (M3 – Large Lot Light Industrial):

- The regulations in Section 4.2 and Section 8.1.1 of this Bylaw shall apply.
- <sup>2</sup> The regulations in Section 4.15 of this Bylaw shall apply.
- The regulations in Section 5 of this Bylaw shall apply.
- The regulations in Section 4.6 and Section 8.1.6 of this Bylaw shall apply.

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Subsection 8.5.2

				M4 –	AIRPO	ORT INDU	STRIAL				
			Min	imum I	Develop	ment Stand	ards		Parkii	ng Stand	ards <sup>3</sup>
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Permitted Uses											
Accessory Buildings, Structures & Uses <sup>1</sup>	1,260	21	-	1.5	1.5	14.3	-	-	-	-	-
Aircraft Sales, Charters, Rentals & Service	1,260	21	7.5	3	3	14.3	-	-	6	-	-
Brewing & Distilling	1,260	21	7.5	3	3	14.3	-	-	7 or 16	-	1
Commercial Entertainment Establishment	1,260	21	7.5	3	3	14.3	-	-	14	-	1
Commercial Service Establishment	1,260	21	7.5	3	3	14.3	-	-	6	-	1
Food Kiosk	1,260	22	7.5	6	7.5	14.3	-	-	6	-	-
Garden Center	1,260	21	7.5	3	3	14.3	-	-	6	-	1
Industrial Service Establishment	1,260	21	7.5	3	3	14.3	-	-	16	-	1
Office	1,260	21	7.5	3	3	14.3	-	-	6	-	1
Post Office	1,260	21	7.5	3	3	14.3	-	-	6	-	1
Restaurant	1,260	21	7.5	3	3	14.3	-	-	7	-	1
Retail Store	1,260	21	7.5	3	3	14.3	-	-	6	-	1
Shipping Container <sup>1</sup>	1,260	21	-	1.5	1.5	3	-	-	-	-	-
Single Vehicle Car Wash	1,260	21	7.5	3	3	14.3	-	-	18	-	-
Storage Facility	1,260	21	7.5	3	3	14.3	-	-	10	-	1

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				M4 –	AIRPO	ORT INDU	STRIAL				
			Min	imum [	Develop	oment Stand	ards		Parki	ng Stand	ards <sup>3</sup>
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Take-Out Food Service	1,260	21	7.5	3	3	14.3	-	-	6	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-
Vehicle Rental & Leasing	1,260	21	7.5	3	3	14.3	-	-	6	-	-
Warehouse & Wholesale	1,260	21	7.5	3	3	14.3	-	-	6 or 10	-	1
Discretionary Uses - Development Officer											
Aircraft Assembly & Service	1,260	21	7.5	3	3	14.3	-	-	16	-	1
Aquaculture Facility	1,260	21	7.5	3	3	14.3	-	-	10	-	1
Business Complex	1,260	21	7.5	3	3	14.3	-	-	6 or 11	-	1
Business Group	1,260	21	7.5	3	3	14.3	-	-	6 or 11	-	1
Fleet Service	1,260	21	7.5	3	3	14.3	-	-	16	-	1
Gas Bar	1,260	21	7.5	3	3	14.3	-	-	15	-	1
Industrial Equipment Sales & Service	1,260	21	7.5	3	3	14.3	-	-	16	-	1
Large Vehicle Wash	1,260	21	7.5	3	3	14.3	-	-	18	-	1
Licensed Restaurant	1,260	21	7.5	3	3	14.3	-	-	7	-	1
Manufacturing, Processing & Assembly	1,260	21	7.5	3	3	14.3	-	-	16	-	1

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				M4 –	AIRPO	ORT INDU	STRIAL				
			Min	imum [	Develop	ment Stand	ards		Parki	ng Stand	ards <sup>3</sup>
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Multi-Vehicle Car Wash	1,260	21	7.5	3	3	14.3	-	-	18	-	1
Parking at Grade	1,260	21	7.5	3	3	14.3	-	-	-	-	-
Recycling Depot	1,260	21	7.5	3	3	14.3	-	-	6 or 10	-	1
Research & Development Facility	1,260	21	7.5	3	3	14.3	-	-	10	-	1
Storage Yard	1,260	21	7.5	3	3	14.3	-	-	10	-	-
Vehicle Service	1,260	21	7.5	3	3	14.3	-	-	6	-	1
Discretionary Uses - Council											
Bulk Fuel	1,260	21	7.5	3	3	14.3	-	-	10	-	1
Cardlock	1,260	21	7.5	3	3	14.3	-	-	15	-	1
Communication Tower	1,260	21	7.5	3	3	45	-	-	-	-	-
Excavating, Stripping and Grading <sup>2</sup>	1,260	-	-	-	-	-	-	-	-	-	-
Fuel Production Facility	1,260	21	7.5	3	3	14.3	-	-	10	-	1
Post Secondary School	1,260	21	7.5	3	3	14.3	-	-	20	-	1
Private School	1,260	21	7.5	3	3	14.3	-	-	20	-	-
Protective & Emergency Services	1,260	21	7.5	3	3	14.3	-	-	6	-	-

#### Notes on Development Standards for the table above (M4 – Airport Industrial):

- <sup>1</sup> The regulations in Section 4.2 of this Bylaw shall apply.
- <sup>2</sup> The regulations in Section 4.15 of this Bylaw shall apply.

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- <sup>3</sup> The regulations in Section 5 of this Bylaw shall apply.
- The regulations in Section 4.6 and Section 8.1.6 of this Bylaw shall apply.

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Subsection 9.2.2

			] <i>'</i>	1 – INS	STITU	TIONAL (	SENERAL				
						pment Stand			Parki	ng Stand	ards <sup>3</sup>
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Permitted Uses											
Accessory Buildings, Structures & Uses <sup>1</sup>	835	24	-	3	3	22	-	-	-	-	-
Catering Service	835	24	7.5	3	3	22	65	-	10	-	-
Child Care Centre	835	24	7.5	3	3	22	65	-	13	-	-
Community Garden	835	24	7.5	3	3	-	65	-	-	-	-
Convent	835	24	7.5	3	3	22	65	-	1	10	-
Drug Store	835	24	7.5	3	3	22	65	-	6	-	-
Health Clinic	835	24	7.5	3	3	22	65	-	11	-	-
Home Based Business	835	24	7.5	3	3	22	65	-	2	-	-
Office	835	24	7.5	3	3	22	65	-	6	-	-
Parks and Playgrounds	835	24	7.5	3	3	-	65	-	-	-	-
Post Office	835	24	7.5	3	3	22	65	-	6	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-
Discretionary Uses – Development Officer											
Boarding House	835	24	7.5	3	3	22	65	-	4	-	-
Business Complex	835	24	7.5	3	3	22	65	-	6 or 11	-	1
Business Group	835	24	7.5	3	3	22	65	-	6 or 11	-	1

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			ľ	1 – INS	STITU	TIONAL G	SENERAL				
			Mi	nimum	Develo	pment Stand	dards		Parki	ng Stand	ards ³
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Health Club	835	24	7.5	3	3	22	65	-	11 or 19	-	-
Food Kiosk	835	24	7.5	3	3	22	65	-	6	-	-
Parking at Grade	835	24	7.5	3	3	22	65	-	-	-	-
Personal Service Establishment	835	24	7.5	3	3	22	65	-	6	-	-
Research & Development Facility	835	24	7.5	3	3	22	65	-	10	-	1
Restaurant	835	24	7.5	3	3	22	65	-	7	-	1
Discretionary Uses – Council											
Above Grade Dwelling	835	24	7.5	3	3	22	65	-	3	20	1
Athletic & Recreational Facility	835	24	7.5	3	3	22	65	-	6 or 12	-	1
Campground	835	24	7.5	3	3	22	65	-	-	-	-
Cemetery	835	24	7.5	3	3	22	65	-	-	-	-
Community Workshop	835	24	7.5	3	3	22	65	-	16	-	1
Communication Tower	835	24	7.5	3	3	45	65	-	-	-	-
Correctional Institution & Related Facilities	20,23 4	140	7.5	3	3	22	65	-	16	-	1
Courthouse	835	24	7.5	3	3	22	65	-	9 or 10	-	-
Elementary School	835	24	7.5	3	3	22	65	-	13	-	-

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			ľ	1 – IN:	STITU	TIONAL C	ENERAL				
			Mi	nimum	Develo	pment Stand	dards		Parkii	ng Stand	ards <sup>3</sup>
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Excavating, Stripping and Grading <sup>2</sup>	835	-	ı	-	-	-	-	-	-	-	-
Parking Structure	835	24	7.5	3	3	22	65	-	-	-	-
Place of Worship	835	24	7.5	3	3	22	65	-	9	-	-
Post Secondary School	835	24	7.5	3	3	22	65	-	20	-	1
Protective & Emergency Services	835	24	7.5	3	3	22	65	-	6	-	-
Private School	835	24	7.5	3	3	22	65	-	20	-	-
Public Assembly	835	24	7.5	3	3	22	65	-	6 or 12	-	1
Residential Care Facility	835	24	7.5	3	3	22	65	-	5	-	-
Residential Day Care Facility	835	24	7.5	3	3	22	65	-	19	-	-
Secondary School	835	24	7.5	3	3	22	65	-	20	-	1
Shelter	232	7.6	1	-	-	-	-	-	17	-	-
Special Care Facility	835	24	7.5	3	3	22	65	-	5	20	-
Waste Water Treatment Plant	835	24	7.5	3	3	22	65	-	10	-	1
Water Treatment Plant	835	24	7.5	3	3	22	65	-	10	-	1

#### Notes on Development Standards for the table above (I1 – Institutional General):

- <sup>1</sup> The regulations in Section 4.2 of this Bylaw shall apply.
- The regulations in Section 4.15 of this Bylaw shall apply.
- <sup>3</sup> The regulations in Section 5 of this Bylaw shall apply.
- <sup>4</sup> The regulations in Section 4.6 and Section 9.1.5 of this Bylaw shall apply.

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Subsection 9.3.2

			12 –   I	NSTIT	UTIOI	NAL MED	CAL SER	VICE			
			Mi	nimum	Develo	pment Stan	dards		Parki	ng Stand	ards <sup>3</sup>
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Permitted Uses											
Accessory Buildings, Structures & Uses <sup>1</sup>	835	24	-	3	3	30	-	-	-	-	-
Catering Service	835	24	7.5	3	3	30	55	-	10	-	1
Child Care Centre	835	24	7.5	3	3	30	55	-	13	-	-
Community Garden	835	24	7.5	3	3	-	55	-	-	-	-
Drug Store	835	24	7.5	3	3	30	55	-	6	-	1
Health Clinic	835	24	7.5	3	3	30	55	-	11	-	1
Home Based Business	835	24	7.5	3	3	30	55	-	2	-	-
Office	835	24	7.5	3	3	30	55	-	6	-	1
Parks and Playgrounds	835	24	7.5	3	3	-	55	-	-	-	-
Personal Service Establishment	835	24	7.5	3	3	30	55	-	6	-	1
Post Office	835	24	7.5	3	3	30	55	-	6	-	1
Restaurant	835	24	7.5	3	3	30	55	-	7	•	1
Utilities	-	-	-	-	-	-	-	-	-	-	-
Discretionary Uses – Development Officer											
Business Complex	835	24	7.5	3	3	30	55	-	6 or 11	-	1
Business Group	835	24	7.5	3	3	30	55	-	6 or 11	-	1
Food Kiosk	835	24	7.5	3	3	30	55	-	6	-	-
Parking at Grade	835	24	7.5	3	3	30	55	-	-	-	-

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			12 <b>–</b> II	NSTIT	UTIOI	NAL MED	ICAL SER	VICE			
			Mi	nimum	Develo	pment Stan	dards		Parki	ng Stand	ards <sup>3</sup>
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Private School	835	24	7.5	3	3	30	55	-	20	-	-
Research & Development Facility	835	24	7.5	3	3	30	55	-	10	-	1
Discretionary Uses – Council											
Above Grade Dwelling	835	24	7.5	3	3	30	55	-	3	20	1
Athletic & Recreational Facility	835	24	7.5	3	3	30	55	-	6 or 12	-	1
Communication Tower	835	24	7.5	3	3	45	55	-	-	-	-
Crematorium	835	24	7.5	3	3	30	55	-	9 or 13	-	1
Custodial Care Facility	835	24	7.5	3	3	30	55	-	5	-	-
Excavating, Stripping and Grading <sup>2</sup>	835	-	-	-	-	-	55	-	-	-	-
Hospital	835	24	7.5	3	3	30	55	-	5	-	1
Methadone Dispensary	835	24	7.5	3	3	30	55	-	11	-	-
Multi-Unit Dwelling	835	24	7.5	3	3	10.7	55	-	3	20	1
Parking Structure	835	24	7.5	3	3	30	55	-	-	-	-
Place of Worship	835	24	7.5	3	3	30	55	-	9	-	-
Post Secondary School	835	24	7.5	3	3	30	55	-	20	-	1
Protective & Emergency Services	835	24	7.5	3	3	30	55	-	6	-	-
Public Assembly	835	24	7.5	3	3	30	55	-	6 or 12	-	1
Residential Care Facility	835	24	7.5	3	3	30	55	-	5	-	-
Residential Day Care Facility	835	24	7.5	3	3	30	55	-	19	-	-

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12 - INSTITUTIONAL MEDICAL SERVICE												
			Parki	Parking Standards <sup>3</sup>								
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)	
Shelter	835	24	7.5	3	3	30	55	-	17	-	-	
Special Care Facility	835	24	7.5	3	3	30	55	-	5	20	-	
Veterinary Hospital	835	24	7.5	3	3	30	55	-	6	-	1	

## Notes on Development Standards for the table above (I2 - Institutional Medical Service):

- <sup>1</sup> The regulations in Section 4.2 of this Bylaw shall apply.
- <sup>2</sup> The regulations in Section 4.15 of this Bylaw shall apply.
- <sup>3</sup> The regulations in Section 5 of this Bylaw shall apply.
- <sup>4</sup> The regulations in Section 4.6 and Section 9.1.5 of this Bylaw shall apply.

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Subsection 10.2.2

					AP ·	- AIRPOR	T 1				
			Parking Standards <sup>4</sup>								
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Permitted Uses											
Accessory Buildings, Structures & Uses <sup>2</sup>	300	10	3	3	7.5	14.3	15	-	-	-	-
Aircraft Sales, Charters, Rentals & Service	300	10	3	3	-	14.3	-	-	6	-	-
Fleet Service	300	10	3	3	-	14.3	-	-	16	-	1
Non-Intensive Agriculture	300	10	3	3	-	14.3	-	-	-	-	-
Office	300	10	3	3	-	14.3	-	-	6	-	1
Post Office	300	10	3	3	-	14.3	-	-	6	-	1
Private Hangar	300	10	3	3	-	14.3	-	-	-	-	-
Restaurant	300	10	3	3	-	14.3	-	-	7	-	1
Retail Store	300	10	3	3	-	14.3	-	-	6	-	1
Shipping Container <sup>2</sup>	300	10	3	3	7.5	3	5	-	-	-	-
Storage Facility	300	10	3	3	-	14.3	-	-	10	-	1
Take-Out Food Service	300	10	3	3	-	14.3	-	-	6	-	1
Utilities	-	-	-	-	-	-	-	-	-	-	-
Vehicle Rental & Leasing	300	10	3	3	-	14.3	-	-	6	-	-
Discretionary Uses - Development Officer											

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					AP ·	- AIRPOR	T 1				
			Parking Standards <sup>4</sup>								
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)
Aircraft Assembly & Service	300	10	3	3	-	14.3	-	-	16	-	1
Business Complex	300	10	3	3	-	14.3	-	-	11 or 6	-	1
Business Group	300	10	3	3	-	14.3	-	-	11 or 6	-	1
Commercial Service Establishment	300	10	3	3	-	14.3	-	-	6	-	1
Licensed Restaurant	300	10	3	3	-	14.3	-	-	7	-	1
Parking at Grade	300	10	3	3	-	14.3	-	-	-	-	-
Storage Yard	300	10	3	3	-	14.3	-	-	10	-	-
Warehouse & Wholesale	300	10	3	3	-	14.3	-	-	6 or 10	-	1
Discretionary Uses - Council											
Airport Terminal	300	10	3	3	-	14.3	-	-	-	-	-
Bulk Fuel	300	10	3	3	-	14.3	-	-	10	-	1
Communication Tower	300	10	3	3	-	45	-	-	-	-	-
Excavating, Stripping and Grading <sup>3</sup>	300	-	-	-	-	-	-	-	-	-	-
Hotel	300	10	3	3	-	14.3	-	-	8	-	1
Parking Structure	300	10	3	3	-	14.3	-	-	-	-	-
Private School	300	10	3	3	-	14.3	-	-	20	-	-

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AP – AIRPORT <sup>1</sup>												
			Parking Standards <sup>4</sup>									
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>5</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)	
Protective & Emergency Services	300	10	3	3	-	14.3	-	-	6	-	-	

#### Notes on Development Standards for the table above (AP – Airport):

- The regulations contained in the Development and Parking Standards table shall apply to all development undertaken groundside. All airside development and parking standards shall be at the discretion of the Development Officer and the Department of Public Works.
- The regulations in Section 4.2 of this Bylaw shall apply.
- The regulations in Section 4.15 of this Bylaw shall apply.
- <sup>4</sup> The regulations in Section 5 of this Bylaw shall apply.
- <sup>5</sup> The regulations in Section 4.6 and Section 10.1.6 of this Bylaw shall apply.

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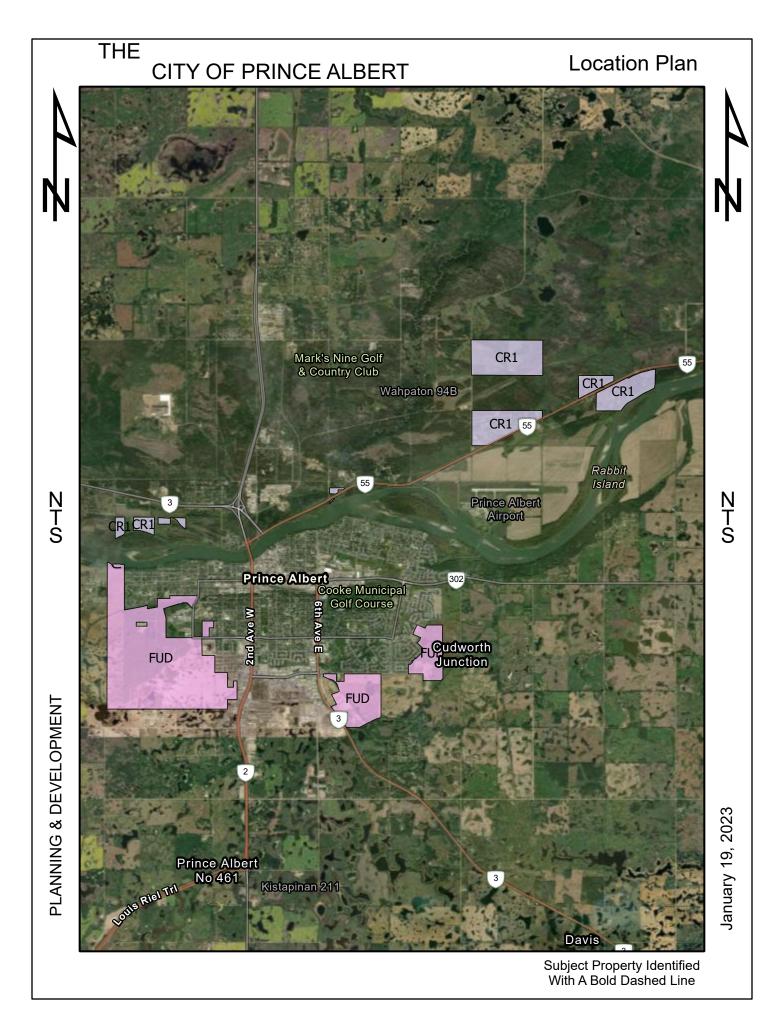
#### Subsection 10.6.2

FUD – FUTURE URBAN DEVELOPMENT												
			Parking Standards <sup>3</sup>									
	Site Area (m²)	Site Width (m)	Front Yard (m)	Side Yard (m)	Rear Yard (m)	Maximum Building Height (m)	Maximum Site Coverage (%)	Landscaped Area <sup>4</sup> (%)	Regular (Cat.)	Visitor (%)	Loading (#)	
Permitted Uses												
Home Based Business	40,469	-	7.5	2	7.5	10.7	-	-	2	-	-	
Non-Intensive Agriculture	40,469	-	7.5	2	7.5	10.7	-	-	-	-	-	
Shipping Container <sup>1</sup>	40,469	-	_1	2	7.5	3	-	-	-	-	-	
Utilities	-	-	-	-	-	-	-	-	-	-	-	
Discretionary Uses – Council												
Accessory Buildings, Structures & Uses <sup>1</sup>	40,469	-	7.5	2	7.5	10.7	2	-	-	-	-	
Excavating, Stripping and Grading <sup>2</sup>	40,469	-	-	-	-	-	-	-	-	-	-	
One Unit Dwelling	40,469	-	7.5	2	7.5	10.7	5	-	2	-	-	
Protective & Emergency Services	40,469	-	7.5	2	7.5	10.7	5	-	6	-	-	

# Notes on Development Standards for the table above (FUD - Future Urban Development):

- <sup>1</sup> The regulations in Section 4.2 of this Bylaw shall apply.
- The regulations in Section 4.15 of this Bylaw shall apply.
- <sup>3</sup> The regulations in Section 5 of this Bylaw shall apply.
- <sup>4</sup> The regulations in Section 4.6 and Section 10.1.6 of this Bylaw shall apply.

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#### **RPT 23-32**

TITLE: Ward 8 By-Election

DATE: February 6, 2023

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

1. That a vote of the Ward 8 electors in The City of Prince Albert be taken on Wednesday, May 31, 2023 between the hours of 9:00 a.m. and 8:00 p.m. to fill the vacancy for the Office of Councillor;

- 2. That the Polling Area be established as the boundaries of Ward 8, as outlined on the attached Map;
- 3. That the following location be designated as the Polling Place on Election day:

Arthur Pechey School – 2675 – 4<sup>th</sup> Street West;

- 4. That a Hospital Poll be established at Victoria Hospital on Election Day for a duration of 1 hour.
- 5. That Mobile Poll Applications be accepted by the Returning Officer until Wednesday, May 17, 2023.
- 6. That the remuneration of election officials be paid as follows:

Position	Base Wage	Meal	Training
	_	Allowance	(\$40/session)
Supervisory Deputy Returning Officer	\$19.00	\$33	\$80
Deputy Returning Officer	\$17.50	\$33	\$40
Poll Clerk	\$14.00	\$33	\$40

RPT 23-32 Page **2** of **7** 

7. That mileage claims, relating to Supervisory, Mobile, Special and Hospital Poll workers, during the conduct of their election duties, be reimbursed in accordance with the travel rates set out in the City's Travel Meal and Accommodation Vehicle Policy.

- 8. That the cost of conducting the By-Election be approved in the estimated budget amount of \$37,000 to be funded from Fiscal Stabilization;
- 9. That the Mayor and City Clerk be authorized to execute the Rental, Sales and Services Agreement with Election Systems & Software Canada for electronic tabulators, ballots and associated supplies and services, at an estimated cost of \$16,000, once prepared.

#### **TOPIC & PURPOSE:**

The purpose of this report is to consider and approve the various requirements and processes to conduct the 2023 Civic By-Election for Ward 8 Councillor.

#### **BACKGROUND:**

At the January 23, 2023 meeting, City Council considered a correspondence from Councillor T. Zurakowski dated January 12, 2023, with respect to his resignation from City Council effective February 1, 2023. The resignation was accepted and referred to the City Clerk's Office.

In accordance with Section 11 of *The Local Government Election Act, 2015* (Act), if a vacancy occurs on Council, the Council at its' next meeting, set a date for holding a By-Election to fill the vacancy, which date must be within six (6) months from the vacancy.

The Act also states that the by-election must be conducted using the same or as nearly as possible the processes that were used in a General Election.

#### PROPOSED APPROACH AND RATIONALE:

As you may be aware, City Council considered and approved various requirements for the conduct of the last General Election held on November 9, 2020, including approval of Election Bylaw No. 9 of 2020, as attached. It is my recommendation that the 2023 Ward 8 By-Election be conducted in a similar manner with many of the same requirements and approvals, as this will be more time-effective and cost-efficient for The City.

#### 1. Appointment of Returning Officer

In accordance with Sections 46(1) and 47 of the Act, the City Clerk is automatically appointed as the Returning Officer for the City, unless City Council appoints another person at least 90 days prior to Election Day. If the Returning Officer is unable to act or perform his/her duties, City Council must appoint another person to act in that capacity. It is recommended that the Records Coordinator act on behalf of the Returning Officer, in her absence.

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#### 2. Polling Areas and Polling Places

In review of Part III of the Act, and since the City is divided into wards, City Council must designate each polling area and name the polling place for each area. Similar to the last couple Elections, the Polling area is designated as the same boundaries for the Ward within the City. This assists voters in easily determining their polling place since they may be familiar with the Ward in which they live.

The attached map indicates the recommended polling area and polling place, which is Arthur Pechey School, 2675 4<sup>th</sup> Avenue West in the Ward 8 area.

#### 3. Advance Polls

In accordance with Section 83 of the Act, the Returning Officer is authorized to establish one or more advance polls within the City for voters to cast their vote in advance of Election day.

The Act indicates that the advance poll must be open at least three (3) days, but not more than fifteen (15) days prior to Election day. Notice of the Advance Poll dates, times and locations will be advertised through various means, including paper advertisement, brochure, and social media to ensure the voters are aware of this voting option well in advance of the Election.

It is my intent to set at least 2 days for Advance Poll, which will be determined at a later date.

#### 4. Hospital and Special Polls

Pursuant to Section 29 of the Act, City Council may establish a polling place in a hospital, personal care facility or similar institution within the City, which allows an elector who is receiving care in that facility to vote in the Election.

Hospital and Special polls are designated only for the use of patients or residents receiving care, or living in the respective facilities. These polls may be held on Election day or on another date in advance of the Election.

The Hospital Poll will be conducted at the Victoria Hospital on Election Day for a duration of 1 hour.

In regards to Special Polls, which include Senior Accommodations and Care Homes, there are no known facilities in Ward 8 that exceed the minimum capacity of twenty (20) residents, which criteria was previously approved by City Council.

However, the Returning Officer will facilitate the use of Mail-in Ballots or Mobile Poll Applications to various facilities in Ward 8 that provide special care or seniors accommodations as required, to ensure that all individuals who have physical limitations have the ability to vote.

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#### 5. Mobile Poll & Mail-In Ballots

As outlined in the attached Election Bylaw No. 9 of 2020, a mobile poll for voters who are homebound and/or physically disabled will be established, which allows the elector to vote in their own residence, and also includes the ability for the resident caregiver to vote at that time. In accordance with Section 30(4) of the Act, Mobile Poll applications must be made in writing and within the time prescribed by Council. Therefore, it is recommended that Applications be accepted up until Wednesday, May 17, 2023, with the Returning Officer making the necessary arrangements with the voter to vote at his/her residence.

The Mail-In Ballot process is also outlined in the Election Bylaw and will continue to be offered as an alternative option to voters. The mail-in ballot process is a reasonable ability for voters to access their right to vote if they are not expected to be in the City on Election Day or unavailable during Advance Poll dates. Any mail-in ballots will be accepted until the close of polls on Election day.

#### 6. Vote Counting Machines – Request for Quote

The Election Bylaw provides for the use of voting machines and outlines the procedures. Election results are generated quicker, greatly improving the efficiency of the Election process. The automated system removes human error and subjectivity from the Election, as all ballots are scanned and tabulated the same for all areas providing the process to be fair and accurate. In addition, there is a full audit trail, including a digital image of every ballot to ensure all the information has been accounted for in the case of a potential recount. As well, the system removes the need for staff to perform the lengthy and error-prone task of counting ballots at the end of Election Day.

In that regard, the City Clerk's office requested three (3) vendors to provide a quotation for the supplies and services to conduct the By-election utilizing vote counting machines. From those quotes received, the Returning Officer has determined that the previous vendor, Election Systems & Software Canada, was the favored supplier for various reasons including cost savings, staff familiarity with product/services, excellent customer service and previous election experience with The City since the inception of utilizing such equipment.

ES & S has submitted their estimated quote as \$15,550, which includes Tabulation Hardware, Supplies, Election Services such as Project Management, Equipment Training, On-Site Support, Ballot Layout, Coding and Printing of Ballots, along with shipping costs. The full Election Budget is attached to this Report.

The cost noted above may be subject to change based on the City's requirement for additional or reduced services/supplies, number of candidates on the ballots, and overall election adjustments. It is anticipated there would be a cost-savings associated with the required supplies and support requirements.

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Following the execution of the Rental, Sales and Services Agreement, we work closely with the Vendor to ensure the election process continues to progress as effectively and efficiently as possible.

#### 7. Nominations

The Nomination period will run from April 11<sup>th</sup> until Nomination Day, which is April 26<sup>th</sup>. Nomination packages are expected to be available shortly after Council's approval.

As you may recall, the Act was previously amended with respect Nomination papers to include a completed Candidate's Public Disclosure Statement. The Nomination packages will include the relevant Forms for completing by the Candidates, and once accepted by the Returning Officer, will be publicly posted along with the Nomination Form.

In addition, the nomination papers must be submitted with a \$100 Deposit, and as outlined in the Election Bylaw, the deposit of \$100 will be returned by cheque to all candidates who are successful in retaining an elected position.

#### 8. Ballots

Section 91 of the Act outlines the requirements for the printing of ballots for election candidates. One of the requirements is that every ballot must contain the names of all candidates arranged in alphabetical order of their surnames.

#### 9. Election Worker Remuneration

City Council must set the remuneration rates for Election Officials, as indicated in Section 52 of the Act.

The following chart depicts the 2020 approved remuneration rates for all election workers, and includes the training time, at a flat rate of \$33 for a 3 hour training session, and compensation for meals:

Position		Base	No. of Hours	Meal	Training	Overall
		Wage	Expected	Allowance	(\$40/session)	Cost
Supervisory	Deputy	\$19	14	\$33	\$80	\$327.00
Returning Officer						
Deputy Returning	Officer	\$17.50	13	\$33	\$40	\$243.50
Poll Clerk		\$14.00	12.5	\$33	\$40	\$211.75

The current minimum wage in Saskatchewan is \$13.00/hour. Effective October 1, 2023, the minimum wage will be \$14.00/hour. It is important to match or exceed the minimum wage expectation for election positions. Therefore, at this time, I am proposing that the same rates be applied to the remuneration for the By-Election, with a more comprehensive review in the 2024 General Election.

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In addition, it is proposed that reimbursement for mileage claims, relating to Supervisory, Mobile and Special Poll workers be approved at the current rate provided to City employees.

Please note that the number of staff will be greatly reduced as we only have the requirement to staff one (1) polling place, the hospital poll, mobile poll and advance polls. In addition, some responsibilities may be delegated to City staff which will assist with efficiencies in certain processes.

#### 10. Declaration of Results

The official results of the 2023 Ward 8 By-Election will be made available at 10:00 a.m. on Friday, June 2, 2023, in the City Clerk's Office of City Hall.

#### **CONSULTATIONS:**

Some internal meetings have taken place with respect to planning for the upcoming By-Election, in addition to reaching out to vendors for quotes relating to the electronic counting equipment. Since this By-Election only affects the elected position of Councillor for Ward 8, consultations with the School Divisions are not required.

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

Following City Council's consideration of the above noted Election matters, the City Clerk's office will proceed with the duties and responsibilities outlined in the Act to ensure the success of the upcoming Ward 8 By-Election.

The Returning Officer will conduct the organizational meetings in the next few weeks, as necessary, including meeting with the Communications Manager to develop a Communication and Advertising Strategy to ensure the most effective messages are communicated to the public regarding the Election process.

#### POLICY IMPLICATIONS:

The City is legislated to follow the regulations outlined in the Act and Regulations. In addition, Bylaw No. 9 of 2020, the Election Bylaw, affects Policy decisions reflecting the upcoming General Election, and future Elections.

#### **FINANCIAL IMPLICATIONS:**

Since neither of the School Boards are not required to fill any vacancies at this time, the City will be responsible for the full cost of the By-Election.

In the event of an acclamation, the costs will be significantly reduced as there will not be a requirement to proceed to a vote.

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Since a By-Election was not budgeted in 2023, the full cost will be funded from Fiscal Stabilization, at an estimated cost of \$37,000. A Budget Projection Summary is attached for your review.

It should be noted that the budgetary implications for City staff time, excluding overtime, is not included in the overall Election Budget, as these salaries are budgeted within the General Fund Budget. It is estimated that City staff time spent on election duties will average approximately \$15,000.

#### OTHER CONSIDERATIONS/IMPLICATIONS:

There are no options to the recommendation, privacy implications, strategic plan or official community plan.

#### **PUBLIC NOTICE:**

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

#### ATTACHMENTS:

- 1. Election Bylaw No. 9 of 2020
- 2. Polling Area and Place Map
- 3. By-Election Budget Projection

Written by: Terri Mercier, City Clerk

Approved by: City Clerk & City Manager

## CITY OF PRINCE ALBERT

# **BYLAW NO. 9 OF 2020**



### **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**

## **ELECTION BYLAW**

**BYLAW NO. 9 OF 2020** 

**Including the Following Amendments:** 

**AMENDMENTS** 

**DATE PASSED** 

Bylaw No. 20 of 2020

August 10, 2020

## CITY OF PRINCE ALBERT BYLAW NO. 9 OF 2020

A Bylaw of The City of Prince Albert to provide for the use of a Vote Counting System, Mail-In Ballot Voting System and other matters in the Municipal Election.

WHEREAS the Council of The City of Prince Albert deems it necessary to establish Election procedures in relation to Vote Counting Systems pursuant to the provisions of Subsection 90(2) of *The Local Government Election Act, 2015*.

WHEREAS it is necessary to establish a Mail-in Ballot Voting System pursuant to the provisions of Section 92 of *The Local Government Election Act, 2015*.

WHEREAS it is deemed expedient to provide for any other matters pursuant to Section 9.1 of *The Local Government Election Act*, *2015*.

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

#### SHORT TITLE

This Bylaw may be cited as the "Election Bylaw."

#### **PURPOSE**

- 2. The purpose of this Bylaw is:
  - (a) to provide for the use at elections of voting machines, and other voting devices used in a vote counting system, and to authorize the form of the ballot and the procedures for voting and counting votes, pursuant to section 90 of the Act;
  - (b) to establish a mail-in ballot voting system for the purpose of receiving ballots in an election, pursuant to section 92 of the Act;
  - (c) to establish a mobile poll for the purpose of allowing voters who are unable to attend at an established polling place to vote because of a disability or

#### **BYLAW NO. 9 OF 2020**

- limited mobility, and the resident caregiver of that voter, pursuant to section 30 of the Act; and,
- (d) to set out any other matters required by Bylaw pursuant to Section 9.1 of the Act.

#### **DEFINITIONS**

- 3. In this Bylaw:
  - (a) "acceptable mark" means any mark made by an elector on a ballot which the voting machine is able to record;
  - (b) "Act" means The Local Government Election Act, 2015;
  - (c) "ballot" means a ballot paper or form designed for use in a vote counting system;
  - (d) "ballot box" means the ballot box used with the voting machine for holding counted ballots:
  - (e) "blank ballot" means a ballot without any votes in the voting areas as determined by a voting machine;
  - (f) "deputy returning officer" means a deputy returning officer appointed pursuant to Section 48 of *The Local Government Election Act*, 2015 and includes an issuing deputy returning officer, receiving deputy returning officer and supervising deputy returning officer;
  - (g) "election" means an election as defined in *The Local Government Election Act*: 2015:
  - (h) "election headquarters" means the municipal election office, as determined by the returning officer;
  - "election official" includes a returning officer, associate returning officer, deputy returning officer, poll clerk, nomination officer, and any other supervisory officers and assistants appointed pursuant to Section 47 and 48 of *The Local Government Election Act, 2015*;
  - (j) "emergency ballot box" means a separate ballot box into which voted ballots are temporarily deposited if the vote tabulating unit ceases to function;
  - (k) "host computer" means the computer at election headquarters containing the election software, which is used for compiling election results:

#### **BYLAW NO. 9 OF 2020**

- (I) "mobile poll" means a polling place for homebound voting established under section 30 of *The Local Government Election Act, 2015*;
- (m) "over voted ballot" means a ballot on which one or more of the voting areas has more than the allowed number of acceptable marks as determined by the voting machine;
- (n) "poll book" means the register of electors who have cast their vote, which contains the list of electors, information relating to the ballot, and which has the capacity to record information relating to objections and affidavits;
- (o) "portable ballot box" means a ballot box that is used at a polling place where a voting machine is not being used;
- (p) "register tape" means the printed record generated from a voting machine that shows:
  - (i) the total number of ballots received;
  - (ii) the number of blank ballots;
  - (iii) the number of over voted ballots;
  - (iv) the number of votes for each candidate; and,
  - (v) if there is a vote on a bylaw, resolution or question, the number of votes for and against each bylaw, resolution or question;
- (q) "returning officer" means a person specified or appointed as a returning officer pursuant to Section 47 of The Local Government Election Act, 2015;
- (r) "secrecy sleeve" means an open-ended folder or envelope used to cover ballots to conceal the choices made by each elector;
- (s) "special poll" means a polling place established under section 29 of *The Local Government Election Act, 2015*;
- (t) "supervising deputy returning officer" means the deputy returning officer who, among other duties, supervises the designated election officials and is responsible for the conduct of all matters in the polling place;
- (u) "USB media" means a device used to store electronic information which plugs into the voting machine and into which is pre-programmed the information necessary to conduct the election and record the votes, and a mechanism to record and retain the information set out on the register tape;
- (v) "vote counting system" means a system that counts and records votes and processes and stores election results, and which is comprised of:

- (i) software programs and hardware applications including devices for the storage of electronic information;
- (ii) an voting machine that has a main ballot box for voted ballots, an emergency ballot box for the temporary storage of voted ballots, and portable ballot boxes into which voted ballots are deposited where a voting machine in not being used at the polling place, but where a voting machine is used for counting votes.
- (w) "voter-assist terminal" means a voting device used by a voter with a disability to mark a ballot by selecting a candidate using audio only voting; a touch screen; pressure sensitive paddles; punch cards; a sip/puff tube; or any other device designed to assist voters with a disability;
- (x) "voting machine" means any device that records how ballots are marked and produces election results by tabulating votes; and,
- (y) "zero register tape" means a printed register tape of all totals on the voting machine's programmed secured USB media that indicates zero for all categories.

#### **GENERAL ELECTION PROCEDURE**

- 4. Except as modified by this Bylaw, all elections in the City of Prince Albert shall be conducted in accordance with the provisions of *The Local Government Election Act*, 2015.
- 5. Pursuant to section 68 of the Act, the deposit of \$100, which is required when filing the nomination paper, will be returned by cheque to all candidates who are successful in retaining an elected position.

6. The City Clerk shall retain any poll books, ballots and any electronic election results data for a period of three (3) months after the day on which the election or vote on a bylaw, resolution or question has occurred, and as soon as possible thereafter, unless otherwise ordered by a judge, shall cause them to be destroyed in accordance with section 142 of the Act.

#### **VOTE COUNTING SYSTEM**

- 7. (a) The Council of The City of Prince Albert hereby authorizes the use of an vote counting system at general elections, by-elections and votes on bylaws, resolutions or questions.
  - (b) Where this Bylaw does not provide for any matter, an election to which this Bylaw applies shall be conducted as far as practicable in accordance with the Act.

#### Form of Ballot

- 8. Subject to such modifications and deviations as are permitted by the *Act*, the ballot shall be a paper ballot that is substantially the same as the sample ballots as follows:
  - (a) election of a member shall be in the form set forth in Schedule "A";
  - (b) vote on a bylaw or resolution shall be in the form set forth in Schedule "B"; and
  - (c) vote on a question shall be in the form set forth in Schedule "C".

#### **Programming**

- 9. (a) The USB media that is inserted into the voting machine shall be programmed so that a printed record of the following can be reproduced:
  - (i) the number of blank ballots;
  - (ii) the number of over voted ballots;
  - (iii) the number of votes for each candidate; and,
  - (iv) if there is a vote on a bylaw, resolution or question, the number of votes for and against each bylaw, resolution or question.
  - (b) The USB media shall not be programmed until twenty-four (24) hours after the close of the nomination period.

#### **BYLAW NO. 9 OF 2020**

(c) Pursuant to subsection (7)(1) of *The Local Government Election Regulations*, 2015, each voting machine must be programmed to accept ballots without an override function or audible sound.

#### Pre-Poll Logic and Accuracy Testing

- 10. Prior to the advance poll date, but no earlier than twenty-four (24) hours after the close of the nomination period, an election official shall conduct the pre-poll logic and accuracy testing required by the *Act* and *The Local Government Election Regulations*, 2015.
- 11. The following sets out the general testing process and procedures:
  - (a) A test deck of every ballot style is created and then marked by the election official to ensure all combinations of votes have been included and then each test deck is inserted through each voting machine.
  - (b) The test deck includes blank and over voted ballots which are also inserted into each voting machine.
  - (c) A register tape for each voting machine is printed that identifies the results from the testing.
  - (d) For each register tape, the election official conducting the testing writes the serial number of the voting machine, the date the testing was conducted and the official's initials.
  - (e) The election official conducting the testing compares the register tape for each machine to ensure that the USB media in each voting machine is accurately recording the blank ballots, over voted ballots and votes for candidates or for or against a bylaw, resolution or question as set out in the test deck of ballots.
  - (f) Where there is a programming issue with the USB media, the USB media is re-programmed and re-tested until it accurately records the test deck of ballots.
  - (g) The register tape from the testing for each voting machine and USB media and the document that sets out the test deck of ballots that were used is retained in accordance with The City's Record Retention Bylaw.
  - (h) After the testing is complete and the voting machine and USB media accurately record the ballots, the voting machines and the USB media inserted into each machine are sealed.

(i) In the case of where a voting machine and its USB media are not accurately recording the ballots, the machine is not used in the election.

#### <u>Security</u>

- 12. (a) All voting machines shall be tracked by serial number in the delivery before, during and after the election, and voting machines and USB media shall be locked in a secure location at all times when unattended by an appointed election official.
  - (b) All voting machines and USB media shall be securely sealed once they have been programmed for an election and the pre-poll logistic and accuracy testing have been completed.
  - (c) All voting machines and USB media shall be secured with unique passwords that can only be accessed by assigned election officials.

#### Procedure of the Poll

- 13. (a) All polling places where a voting machine is being used shall be supplied at least one (1) ballot box, and one (1) emergency ballot box.
  - (b) The receiving deputy returning officer shall, in the presence of another election official and any candidates or candidates' agents present, cause the voting machine to print a register tape prior to the opening of the poll and display to all those present a zero total for all candidates, bylaws, resolutions or questions.
  - (c) The zero total printout shall remain attached to the voting machine printer until a register tape is printed by the voting machine after the close of the poll. The zero total printout and the register tape shall be retained for the purposed of documenting the election results at the polling place.
  - (d) In the event that the totals are not zero for all candidates, bylaws, resolutions or questions, the receiving deputy returning officer shall immediately notify the supervisory deputy returning officer, and utilize the emergency ballot box until the machine is replaced or repaired.
  - (e) When it has been confirmed that an elector is at the correct polling place and he or she has been registered as a voter, the issuing deputy returning officer shall provide the elector with a ballot bearing the initials of an issuing deputy returning officer on the reverse side along with a secrecy sleeve.
  - (f) After marking the ballot, the elector shall place the ballot in the secrecy sleeve and deliver it to the receiving deputy returning officer, who shall in the presence of the elector, and without removing the ballot from the secrecy

#### **BYLAW NO. 9 OF 2020**

sleeve, confirm that the ballot bears the initials of an issuing deputy returning officer at the polling place. The receiving deputy returning officer shall allow the elector to insert the ballot into the voting machine or ensure that the elector views the receiving deputy returning officer inserting the ballot directly into the voting machine.

- (g) If, before delivery of the ballot to the receiving deputy returning officer, the elector determines that an error may have been made in marking the ballot, or the ballot is damaged for any reason, the elector may request a replacement ballot from the issuing deputy returning officer.
- (h) Upon a request under subsection (g), the issuing deputy returning officer shall issue a replacement ballot, mark the returned ballot "spoiled" and retain the spoiled ballot separately from all other ballots. Spoiled ballots shall not be counted in the election.
- (i) During any period that the voting machine is not functioning, the receiving deputy returning officer supervising the unit shall insert or allow the elector to insert all ballots into the emergency ballot box from the secrecy sleeve, and the ballots in that box shall, after the poll closes, be removed by the receiving deputy returning officer and inserted into the vote tabulating unit to be counted.
- (j) Any ballot which does not bear one of the initials of an issuing deputy returning officer at the polling place or which is damaged to the extent that it cannot be inserted into the voting machine and for which no replacement ballot was provided shall be marked "spoiled" and not counted in the election.
- (k) If a voting machine is not used at an established poll, the ballots shall be kept in the ballot box provided, and shall be counted in accordance with section 17 of this Bylaw.
- (I) The supervisory deputy returning officer assigned to a polling place shall perform a balancing check and monitor the voting machines at the polling location throughout the day during the advance poll and election day to ensure that the unused ballots and ballots that have been inserted into the voting machines along with the spoiled ballots equal the original number of ballots that were provided to the polling place.
- (m) The receiving deputy returning officer at each polling place shall monitor the voting machine to ensure that it is secure and has not been tampered.

#### Accommodation of Voters with Disabilities

- 14. (a) Voters with disabilities are accommodated through the use of special polls, mobile polls, the mail-in ballot system, and through the procedures set out in section 123 of the Act.
  - (b) The Returning Officer may provide for the use of voter-assist terminals at a polling location, if deemed appropriate.

#### Advance Poll

- 15. (a) Voting machines shall be used at the advance poll and the voting procedures at the poll shall be the same as those set forth in section 11 of this Bylaw.
  - (b) At the close of each day at the advance poll, the supervising deputy returning officer shall:
    - (i) ensure that the voting machine, the main and emergency ballot boxes, all unused ballots and other election material are secured when not in use;
    - (ii) ensure that no additional ballots are inserted into the voting machine; and.
    - (iii) ensure that the register tapes in the voting machine are not generated.
  - (c) The supervising deputy returning officer at the advance poll shall at the end of voting on the final day of the advance poll:
    - (i) ensure that any remaining ballots in the emergency ballot box, if utilized, are inserted into the voting machine;
    - (ii) secure the voting machine so that no additional ballots are inserted;
    - (iii) ensure that the register tapes in the voting machine are not generated; and,
    - (iii) ensure that the voting machine, the main and emergency ballot boxes, all unused ballots and other election material are secured and delivered to election headquarters.
  - (d) The register tape for the advance poll shall not be printed and the results for the poll shall not be reported until after 8:00 p.m. on election day.

## Procedure for Closing the Poll on Election Day

- 16. After the close of polls on election day, if a voting machine has been used, the deputy returning officer shall:
  - (a) ensure that any remaining ballots in the emergency ballot box are inserted into the voting machine;
  - (b) secure the voting machine so that no more ballots can be inserted;
  - (c) generate two (2) copies, or such other number as is directed by the returning officer, of the register tape from the voting machine;
  - (d) sign the certificate portion of the register tape;
  - (e) remove the register tape from the voting machine to be placed in the designated packet;
  - (f) on request from any candidate or candidates' agent present, provide a printout of the election results from the voting machine;
  - (g) complete a ballot statement accounting for the supplied, unused, spoiled, and voted ballots:
  - (h) deliver election data to election headquarters for input into the host computer;
  - (i) prepare separate packets for unused ballots, spoiled ballots, register tape and statement of ballot account, and counted ballots;
  - (j) mark each packet with description of contents, polling place number, date of vote and receiving deputy returning officer name and seal each packet;
  - (k) place the packets, along with the poll book, into empty ballot boxes and seal; and,
  - (I) ensure delivery of the sealed ballot boxes, voting machines, USB media and all other election materials to election headquarters.
- 17. After the poll is closed on election day, if a voting machine has not been used at a polling place, a designated deputy returning officer, in the presence of another election official, shall:
  - (a) complete a statement of ballot account in accordance with subsection 16(g) of this Bylaw;

- (b) prepare separate packets for unused ballots, spoiled ballots, statement of ballot account and voted ballots;
- (c) mark each packet in accordance with subsection 16(j) of this Bylaw and seal each packet;
- (d) the packets along with the registration poll book shall be placed into empty ballot boxes and sealed;
- (e) allow all candidates and candidates' agents to attend at the place designated by the returning officer to observe the ballots being inserted into a voting machine to be counted;
- (f) deliver the sealed ballot boxes and other election material to the location specified by the returning officer where the vote ballots shall be counted using a voting machine; and,
- (g) at the location where the voted ballots will be counted using a voting machine:
  - break the seal on the boxes containing the packets with the voted ballots and the statement of ballot account. The packet containing the voted ballots shall be opened to access the ballots to be counted;
  - (ii) prior to inserting the ballots into the voting machine, print a register tape to confirm that the totals in the USB media for each candidate, bylaw or question is zero. If any of the totals are not zero the ballots should not be inserted into the voting machine until the until is repaired or replaced;
  - (iii) in the presence of the deputy returning officer, insert the ballots into the voting machine to be counted;
  - (iv) after all of the ballots for the poll have been counted a register tape of the votes for each candidate and, if applicable, the votes for and against a bylaw, resolution or question will be produced from the voting machine;
  - (v) sign the certificate portion of the register tape;
  - (vi) remove the register tape from the voting machine and place it in a new packet with the statement of ballot account for the poll;
  - (vii) on request from any candidate or candidates' agent present, prove a printout of the election results from the voting machine;

- (viii) deliver the election data in accordance with subsection 16(h) of this Bylaw;
- (ix) seal the counted ballots into a new packet and place the packets with the counted ballots, the register tape and the statement of ballot account for the poll into a ballot box and seal the box; and,
- (x) ensure delivery of the sealed ballot boxes, voting machines, USB media and any other election material to election headquarters.
- 18. At the close of poll, the register tape must be printed and both the register tape and zero tape for each voting machine must be attached to the Deputy Returning Officer's Statement of Results.

#### Recounting of Votes

- 19. Following the close of polls, in the case of a malfunction of the vote counting equipment, the DRO will replace the malfunctioning unit with another unit, and move the USB to the working machine.
- 20. In the case of the print paper jamming, the DRO will navigate through the print menu on the screen to re-print another results tape.
- 21. If the Returning Officer is in the opinion that it is impractical to count the votes with the vote counting machines or replacement vote counting machines, the Returning Officer may direct that all votes cast in the election shall be counted manually as outlined in the provisions of the Act.

#### MOBILE & SPECIAL POLL

- 22. (a) A mobile poll for the purpose of allowing voters who are unable to attend at an established polling place to vote because of a disability or limited mobility, and the resident caregiver of that voter, be hereby established.
  - (b) The procedures for conducting a mobile poll will be in accordance with sections 30 and 31 of the Act.
  - (c) Voting machines shall not be used at a mobile or special poll but the ballots received at these polls shall be placed in a portable ballot box and then later inserted into a voting machine in accordance with section 17 of this Bylaw.
  - (d) Procedures at the mobile or special poll shall be conducted in accordance with sections 13(e),(g) to (k) of this Bylaw.
  - (e) The deputy returning officer shall ensure that the portable ballot box and all ballots and other election material are secured when not in use.

#### **BYLAW NO. 9 OF 2020**

(f) The deputy returning officer shall ensure the portable ballot box, all ballots and all other election material are secured and delivered to election headquarters.

#### MAIL-IN BALLOTS

#### **Application Process**

- 23. A person, who is an eligible voter, may apply to vote using a mail-in ballot.
- 24. An application to vote using a mail-in ballot, in the form established by the returning officer, may be made:
  - (a) in person; or,
  - (b) by mail, facsimile, or electronically.
- 25. Before being issued a mail-in ballot, a person shall:
  - (a) complete a voter's registration form and a declaration of person requesting a mail-in ballot; and,
  - (b) establish the person's identity in accordance with Section 110 of the Act to the satisfaction of the returning officer or designated election official.
- 26. In addition to the requirements of Section 25 and for the purposes of subsection 25(b), a person applying for a mail-in ballot by mail, facsimile or electronically shall submit, for each of the person applying for a mail-in ballot and any witness identified in Section 2 and 3 of Schedule D, a photocopy or a scanned copy of the front and back of:
  - (a) one (1) piece of identification issued by the Government of Canada, Government of Saskatchewan, a municipality or a government agency that contains a photograph of the applicant or witness, as the case may be, and their name, address and signature; or,
  - (b) two (2) pieces of information prescribed in Appendix D, Table 1 of The Local Government Election Regulations, 2015, each of which establishes the name and:
    - (i) at least one (1) of which establishes the address of the applicant or witness, as the case may be; and,
    - (ii) at least one (1) of which bears the signature of the applicant or witness, as the case may be; and,

- (c) for the purpose of subsection (b) above, a person shall submit, for any occupational-based professional witness identified in Section 4 of Schedule D:
  - (i) a photocopy or a scanned copy of the witness' business card;
  - (ii) the witness' license or registration number; or,
  - (iii) any other form of license or registration confirmation.
- 27. The persons identified in Schedule D Persons Authorized to Witness a Mail-In Ballot are authorized to witness the signature of a person applying for a mail-in ballot and to complete a voter's registration form and a declaration of person requesting a mail-in ballot.
- 28. Notwithstanding Section 27, a candidate for an election or a candidate's agent shall not act as a witness after signing nomination papers.
- 29. A person applying for a mail-in ballot by mail, facsimile or electronically shall be required to attend in person if their application, including all supporting documentation is incomplete, unclear, illegible or otherwise unsatisfactory as determined by the returning officer or other designated election official.
- 30. An application to vote using a mail-in ballot must be received by the returning officer or designated election official:
  - (a) in the event of a person applying in person, no later than close of polls on election day; or,
  - (b) in the event of a person applying by mail, facsimile or electronically no later than fourteen (14) calendar days prior to election day.
- 31. Upon receiving an application for a mail-in ballot, the returning officer or designated election official shall note the date of approval in the appropriate area of the voter's registration form.
- 32. The returning officer or designated election official is permitted to attend a person's residence to accept a mail-in ballot application and verify identify if the person is unable to apply in person due to an illness, compromised immune system or has increased health risk factors.

#### Providing Mail-in Ballot

- 33. The returning officer or designated election official shall provide a ballot packet to a person whose mail-in ballot application has been approved in accordance with this Bylaw.
- 34. As soon as reasonably practicable after nomination day, the returning officer or designated election official shall mail or otherwise deliver to each person approved to receive a mail-in ballot, a packet containing:
  - (a) a ballot for the upcoming election, which includes the designated election officials' initials on the reverse side of the ballot;
  - (b) a ballot security envelope;
  - (c) a voter confirmation envelope, which includes the name of the voter and the type of ballot in which the voter is entitled to vote;
  - (d) a self-addressed mailing envelope for the return of the ballot to the returning officer; and,
  - (e) instructions for voting by mail-in ballot.
- 35. Self-addressed mailing envelopes for the return of the ballot to the returning officer shall be postage paid for destinations within Canada.
- 36. The designated election official shall make the following entries on the voter's registration form upon providing a ballot packet to a person:
  - (a) those required pursuant to Section 107 of the Act; and,
  - (b) the date on which the ballot packet was provided to the person.
- 37. Where the returning officer or designated election official provides a mail-in ballot to a person, the person is deemed to have voted and is not entitled to vote at any other poll.

#### Voting and Return of Mail-in Ballots

- 38. A person who receives a mail-in ballot:
  - (a) shall vote in accordance with the instructions enclosed with the ballot; and,
  - (b) may vote for any number of candidates up to the number to be elected in the ward in which the person is entitled to vote.

- 39. A person who has voted by mail-in ballot shall:
  - (a) place the marked ballot into the ballot security envelope and seal the envelope;
  - (b) place the sealed ballot security envelope in the voter confirmation envelope and seal the envelope;
  - (c) date and sign the voter confirmation envelope;
  - (d) seal the voter confirmation envelope;
  - (e) place the signed voter confirmation envelope in the mailing envelope and seal the envelope; and,
  - (f) return the mailing envelope by mail, courier, in person, or by any other means to the returning officer.

#### Receipt of Mail-in Ballots

- 40. Upon receipt of the mail-in ballot, the returning officer or designated election official shall:
  - (a) determine and record on the voter's registration form the date and time the ballot is received:
  - (b) open the mailing envelope;
  - (c) remove the sealed voter confirmation envelope from the mailing envelope and:
    - (i) determine if the voter confirmation envelope has been properly completed; and,
    - (ii) ensure the signature on the voter confirmation envelope matches the signature on the applicant's voter's registration form and a declaration of person requesting a mail-in ballot; and,
  - (d) if the voter confirmation envelope has not been properly completed or the signatures do not match, place the unopened voter confirmation envelope in a separate envelope for ballots that are not accepted; or,
  - (e) if the voter confirmation envelope has been properly completed and the signatures match, remove the sealed ballot security envelope from the voter confirmation envelope and place the envelope in a portable ballot box designated for mail-in ballots.

#### **BYLAW NO. 9 OF 2020**

41. The returning officer may designate at least one (1) deputy returning officer who will receive mail-in ballots prior to the close of polls on election day.

#### Counting of Mail-in Ballots

- 42. In order to be counted, a mail-in ballot must be received by the returning officer or designated election official by the close of polls on election day.
- 43. Mail-in ballots received after the close of polls on election day:
  - (a) are deemed to be spoiled;
  - (b) will remain unopened in the ballot security envelope; and,
  - (c) shall be dealt with by the deputy returning officer in accordance with subsection 118(2) of the Act.
- 44. Subject to Section 45, after the close of the polls on election day, the returning officer or designated election official shall:
  - (a) remove the sealed voter confirmation envelopes from the portable ballot box designated for mail-in ballots;
  - (b) remove the mail-in ballot from the ballot security envelope;
  - insert the mail-in ballot into the vote tabulating machine designated for mailin ballots;
  - (d) complete the vote counting procedures outlined in section 17 of this Bylaw; and,
  - (f) record on the voter's registration form whether the mail-in ballot was accepted, not accepted or spoiled.
- 45. If one hundred (100) or more mail-in ballots are received on or before the final day of advance voting, subsections 44(a) through (c) may be performed by the returning officer or designated election official on the business day immediately following the final day of advance voting.
- 46. Where the returning officer is of the opinion that the number of voters who voted by mail-in ballot is small, the returning officer may include the mail-in ballots in another ballot box that is utilized for special, mobile or election day polls.
- 47. The mail-in ballots, forms and other election materials shall be retained and destroyed in accordance with section 142 of the Act.

#### **BYLAW NO. 9 OF 2020**

#### **Examination by Candidate or Agent**

- 48. Candidates or a candidate's agent shall be notified by the returning officer or designated election official prior to the processing of mail-in ballots as provided for in Section 45.
- 49. The voter's registration form, declaration of person requesting a mail-in ballot, and voter confirmation envelopes may be inspected by candidates or candidate's agents at the election office during normal business hours commencing on the day following nomination day and ending at the close of polls on election day.
- 50. A candidate or a candidate's agent retains the right to object to a person's entitlement to vote if that person votes by mail, facsimile or other electronic means.
- 51. On the objection of a candidate or a candidate's agent, the returning officer or designated election official shall make the necessary entries in the voter's registration form consistent with sub-clause 112(1)(b)(c) and (d) of the Act.

(20/2020, s.1)

#### REPEALED BYLAWS

52. That Bylaw No. 16 of 2016, and any amendments thereto, are hereby repealed.

#### **COMING INTO FORCE**

53. This Bylaw comes into force and take effect, from and after the final reading thereof.

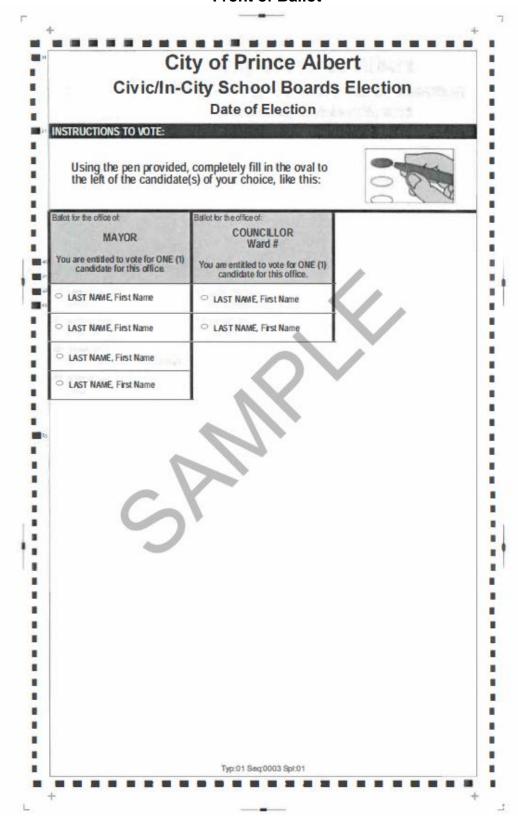
INTRODUCED AND READ A FIRST TIME THIS	DAY OF	, 2020.
READ A SECOND TIME THIS	DAY OF	, 2020.
READ A THIRD TIME AND PASSED THIS	DAY OF	, 2020.

"Greg Dionne"	<u>"Sherry Person"</u>		
	,		
MAYOR	CITY CLERK		

**BYLAW NO. 9 OF 2020** 

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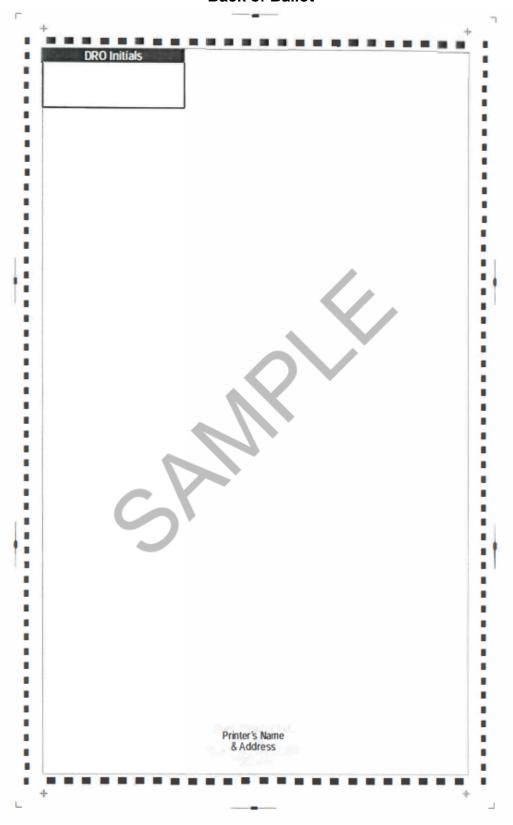
Schedule "A" Front of Ballot



**BYLAW NO. 9 OF 2020** 

**PAGE 21** 

## Schedule "A" continued Back of Ballot



**BYLAW NO. 9 OF 2020** 

## Schedule "B"

## Form DD

	(Subsection 148(1) of the Act)
Ball	ot for Vote on a Bylaw or Resolution
Instructions to Voters:	Vote for or against the bylaw (or resolution) by completely filling in the OVAL to the LEFT of the words which express your intention. Do not write any word or other figure on this ballot. VOTE LIKE THIS
Vote on bylaw (or reso	lution) to (here state object of the bylaw or resolution)
○ For	the Bylaw (or Resolution)
	inst the Bylaw (or Resolution)
Submitted by The City of	Prince Albert (or school division) this _day of, 20
	Schedule "C"
	Form EE (Subsection 148(1) of the Act)
	Ballot For Vote on a Question
Instructions to Voters:	Vote by completely filling in the OVAL to the LEFT of the word which expresses your opinion on the question. Do not write any word or other figure on this ballot.  VOTE LIKE THIS
Vote on the Question:	
(here state question)	
O Y	es
O N	0
Submitted by The City of	Prince Albert (or school division) this _day of, 20

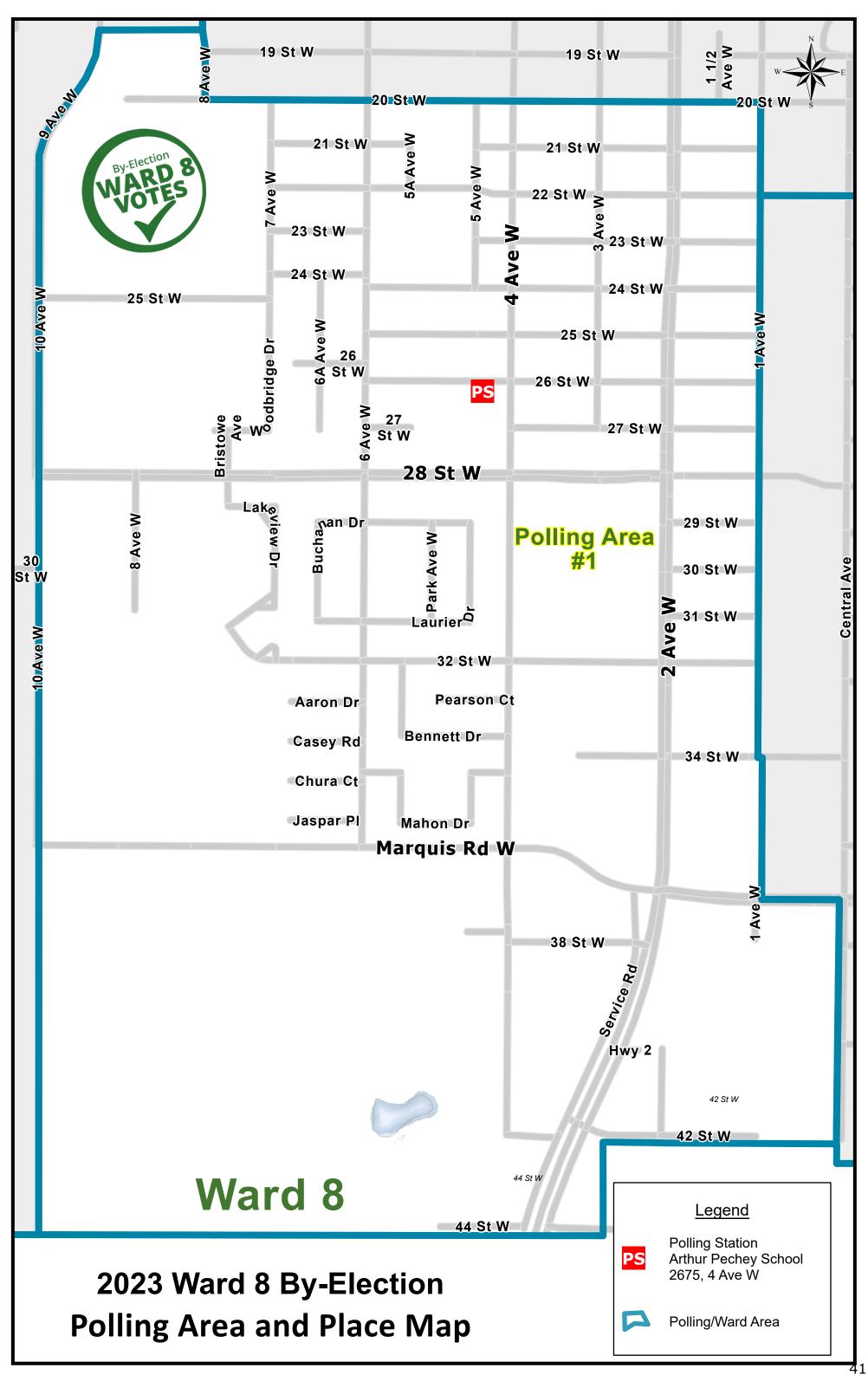
**BYLAW NO. 9 OF 2020** 

#### Schedule D

#### Persons Authorized to Witness a Mail-In Ballot

The following persons are authorized to witness the signature of a person applying for a mail-in ballot by mail, facsimile or electronically and to complete a Voter's Registration Form and Declaration of Person Requesting Mail-In Ballot form:

- 1. the Returning Officer or other designated election official;
- 2. a family member, as defined in Appendix D Table 2, of *The Local Government Elections Regulations*, *2015*, provided that the witness:
  - (a) is an eligible voter, in accordance with the Act, for the upcoming election; and,
  - (b) have known the applicant for at least two (2) years;
- 3. someone living at the same address as the applicant or a neighbour residing immediately adjacent to or across from the applicant provided that the witness:
  - a) is an eligible voter, in accordance with the Act, for the upcoming election; and.
  - b) have known the voter for at least two (2) years; or,
- 4. an occupation-based professional, who is defined as:
  - (1) a judge, dentist, pharmacist, veterinarian, police officer, notary public, commissioner of oaths, lawyer, medical doctor, dean of a university or college, or a signing officer of a bank or trust company or other financial institution that offer a full range of banking services, including cash withdrawals, deposits and savings provided that the professional is:
    - (i) registered or licensed to practice in the Province of Saskatchewan; and,
    - (ii) working in or as a practicing member of their profession at the time of being a witness; and,
  - (2) the responsible authority of a hospital, shelter, soup kitchen, student residence, senior residence, assisted living facility, rehabilitation centre, long term care facility or care home.



2023 BY-ELECTION PROJECTED BUDGET EXPENSES			
ACCOUNTS	DESCRIPTION	ESTIMATE	
SALARIES & BENEFITS	Overtime Salary & Benefits for City Election Officials (Regular salaries/benefits have previously been budgeted through the City Clerk's Office General Fund)	\$2,000	
TRAVEL & ACCOMMODATION	Mileage claims, city vehicles usage, travel expenses	\$200	
POSTAGE & FREIGHT	Voters Brochure Delivery and postage costs	\$800	
TELEPHONE	Telephone usage, cell phone rentals/reimbursements	\$300	
ADVERTISING	Newspaper, radio, website, media, etc.	\$4,100	
TRAINING	Training Sessions & Equipment Training	\$2,400	
COMPUTER SERVICES	Voting Equipment Software & Hardware - Testing and Results Reporting	\$2,000	
RENTALS - BUILDING	Accommodations for Polls	\$1,400	
RENTAL EQUIPMENT	Voting Equipment Rental, including Supplies, Services and Support, Shipping	\$12,500	
PRINT SERVICES	Forms, Maps, Brochures, Copies, Envelopes, Ballots, etc.	\$2,800	
COMMISSIONAIRE SERVICES	Security for Advance Polls and Election Day	\$500	
OTHER GENERAL SERVICE	Election workers, including Supervisory, IT Services, Election night expenses	\$7,000	
LUNCHEONS & MEALS Incidentals for Training sessions, Election night and other meetings		\$200	
OPERATING SUPPLIES	Signs and supply rentals and expenses	\$500	
OFFICE SUPPLIES	Ballot box supplies and other required supplies	\$300	
Projected Budget Total		\$37,000	



#### **RPT 23-35**

TITLE: Deputy Mayor Appointment Changes

DATE: February 2, 2023

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

That the Deputy Mayor Appointment Schedule be amended as follows:

Councillor C. Miller
February 16, 2023 – May 15, 2023;

Councillor B. Edwards
May 16, 2023 – August 15, 2023;

Councillor T. Lennox-Zepp
Councillor D. Ogrodnick
Councillor T. Head
February 16, 2023 – November 15, 2023;

November 16, 2023 – February 15, 2024;

February 16, 2024 – May 15, 2024;

May 16, 2024 – August 15, 2024; and,

Councillor D. Kilmer May 16, 2024 – August 15, 2024; and, Ward 8 Councillor August 16, 2024 – November 13, 2024.

#### **TOPIC & PURPOSE:**

The purpose of this report is to request approval of the revised Deputy Mayor Appointment Schedule until November 13, 2024 due to the Ward 8 Councillor vacancy.

#### **BACKGROUND:**

In accordance with Section 40 of the Procedure Bylaw No. 23 of 2021, City Council shall appoint from the Councillors a Deputy Mayor for a three (3) month term. The appointments are alphabetic by last name, starting with the most current consecutive terms in office, followed by the Councillor(s) having the next most current consecutive terms in office, and so on, until all Councillors, including newly elected, have been designated.

The Deputy Mayor performs the duties of the Chair during Executive Committee meetings and the Mayor, if the Mayor is unable to perform the duties of his office.

RPT 23-35 Page **2** of **3** 

#### PROPOSED APPROACH AND RATIONALE:

City Council, at its meeting of November 7, 2022, approved the following Motion:

That the following Councillors be appointed as Deputy Mayor for the term specified:

November 16, 2022 - February 15, 2023 Councillor D. Cody February 16, 2023 - May 15, 2023 Councillor T. Zurakowski May 16, 2023 – August 15, 2023 Councillor C. Miller August 16, 2023 – November 15, 2023 Councillor B. Edwards November 16, 2023 – February 15, 2024 Councillor T. Lennox-Zepp February 16, 2024 – May 15, 2024 Councillor D. Ogrodnick May 16, 2024 – August 15, 2024 Councillor T. Head Councillor D. Kilmer August 16, 2024 – November 13, 2024

As you are aware Councillor Zurakowski resigned from office effective January 31, 2023 leaving a vacancy in Ward 8. In addition, Councillor Zurakowski was scheduled to be the next Councillor to fulfill the Deputy Mayor duties as noted above. In that regard, the Deputy Mayor appointments need to be adjusted accordingly. Therefore, in accordance with the Procedure Bylaw, a revised Schedule is being proposed which will move current Council members forward on the schedule and add the newly elected Councillor to act as Deputy Mayor for the last term prior to the 2024 General Election.

#### **CONSULTATIONS:**

The recommended appointments were reviewed with the Mayor.

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

The City Clerk's Office will ensure that the revised schedule of Deputy Mayor Appointments is communicated to the necessary Departments to ensure payment for Deputy Mayor duties and for the scheduling of events and meetings that the Deputy Mayor is required to attend.

#### **POLICY IMPLICATIONS:**

The Procedure Bylaw No. 23 of 2021 sets out the Deputy Mayor Appointments, as indicated within the Background Section of this report. The Bylaw allows for City Council by resolution to alter the formal for scheduling Deputy Mayor Appointments, with the agreement of the Councillors.

#### OTHER CONSIDERATIONS/IMPLICATIONS:

There are no other options to the recommendation, financial, or privacy implications, Official Community Plan implementation strategies, or other considerations.

RPT 23-35 Page **3** of **3** 

#### **STRATEGIC PLAN:**

The information within the report aligns with the following Strategic Priority:

Delivering Professional Governance:

"Engaged Government – Increase teamwork, trust and communication between and amongst City Council and Administration"

#### **PUBLIC NOTICE:**

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

**ATTACHMENTS: NONE** 

Written by: Terri Mercier, City Clerk

Approved by: City Manager



#### **RPT 23-57**

**TITLE:** Board and Committee Appointments

DATE: February 3, 2023

TO: City Council

PUBLIC: X INCAMERA:

#### **RECOMMENDATION:**

- 1. That the revised Appointments to City Council's Boards & Committees be approved, as attached to RPT 23-57, to replace the former Ward 8 Councillor, Ted Zurakowski;
- 2. That Stacy Coburn be appointed to the Prince Albert Downtown Business Improvement District Board for a three (3) year term ending December 31, 2025;
- 3. That the Regional Co-operation Committee be eliminated; and,
- 4. That the Aquatic and Arenas Recreation Project Fundraising & Steering Committee's Terms of Reference, as attached to RPT 23-57, be approved.

#### **TOPIC & PURPOSE:**

The purpose of this report is to fill vacancies on the various Boards and Committees, approve amended Terms of Reference for the Aquatic and Arenas Recreation Project Committees, and to eliminate the Regional Co-operation Committee.

#### **BACKGROUND:**

City Council, at its meeting of February 28, 2022, considered appointments of members of Council, including individuals, to various Boards & Committees.

In accordance with Section 74 of the Procedure Bylaw No. 23 of 2021, the Mayor is responsible to make recommendations for Council Committee appointments, along with recommendations for the Chair and Vice-Chair, to City Council for consideration.

RPT 23-57 Page **2** of **4** 

Also, City Council, at its meeting of March 29, 2021, established the Aquatic and Arenas Recreation Project Fundraising and Steering Committees. At that time, the Mayor's Office was serving as Secretary to the Committees.

#### PROPOSED APPROACH AND RATIONALE:

#### **Board & Committees Appointments**

Councillor Ted Zurakowski provided his resignation of Councillor for Ward 8 effective February 1, 2023, which resulted in a vacancy on the various Boards/Committees he was appointed to. In order to ensure quorum is met and to maintain the mandated membership, it is recommended to fill those appointments. Therefore, the Mayor has reviewed and selected various members of Council as the replacement to participate as a member on the Board/Committees that Councillor Zurakowski was serving on, which is identified in the first attachment to this report.

#### Prince Albert Downtown Business Improvement District Board

On February 2, 2023, The City Clerk's Office received the attached Correspondence from the Prince Albert Downtown Business Improvement District Board that Alejo Bocian had resigned from the Board and that the Board had made the recommendation to appoint Stacy Coburn to fill the vacancy, upon Council's approval. This term would be for three (3) years ending on December 31, 2025.

#### Regional Co-operation Committee

The Regional Co-operation Committee was established on January 11, 2021. The purpose of this Committee was to meet with surrounding First Nations and municipalities to discuss issues of cooperation in regards to the operational costs of civic facilities.

Since the establishment of the Committee, there have been no formal meetings called or further appointments made by the surrounding First Nations and municipalities as outlined in the attached Terms of Reference. Therefore, it is being recommended to eliminate this Committee, as a Committee is not required to conduct business with the surrounding First Nations and municipalities in moving forward with discussions regarding operational costs of civic facilities within Prince Albert.

## Aquatic and Arenas Recreation Project Committees

The Terms of Reference have been amended to designate the City Clerk's Office to act as the Secretary for the Aquatic and Arenas Recreation Project Fundraising and Steering Committees. This change was warranted due to the Board and Committee process already within the City Clerk's function. Also, the Fundraising Committee Terms of Reference was amended to elaborate on the voting powers of Honourary Chairpersons.

RPT 23-57 Page **3** of **4** 

#### **CONSULTATIONS:**

The Mayor was consulted in regards to the replacement appointments on the various Boards & Committees, along with the amendments to the Aquatic and Arenas Recreation Project Fundraising & Steering Committees.

In addition, the Mayor consulted with the current appointed Council member regarding the elimination of the Regional Co-operation Committee.

#### COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

The names of the appointees will be included in the Board & Committee listing & pages on The City's website, along with the removal of the Regional Co-operation Committee. The updated Terms of Reference for the Aquatic and Arenas Recreation Project Committees will also be updated on the City's website.

Also, correspondence will be provided to the Prince Albert Downtown Business Improvement Board advising of Council's decision regarding the appointment to the Board.

#### **POLICY IMPLICATIONS:**

City Council's Procedure Bylaw No. 23 of 2021 outlines the process for Council to appoint to various Boards & Committees.

#### OTHER CONSIDERATIONS/IMPLICATIONS:

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

#### STRATEGIC PLAN:

The information within the report aligns with the following Strategic Priority:

**Delivering Professional Governance:** 

"Engaged Government – Create an environment where residents and other stakeholders can engage with the City and know that their voices are heard. Also, to strengthen relationships with external organizations to share information and collaborate on projects and services."

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

Section 4 – Decision Making outlines the following relevant goals:

1. Develop a public engagement strategy to guide the public consultation process and create consistency across the organization; and,

RPT 23-57 Page **4** of **4** 

2. Improve the quality of the City's key stakeholder relationship and increase awareness of City programs and initiatives.

Section 5 – Sustainability outlines the following relevant goal:

1. Embrace a collaborative planning process that involves all stakeholders.

#### **PUBLIC NOTICE:**

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

#### **ATTACHMENTS:**

- 1. Revised Board & Committee Appointments
- 2. Letter dated February 2, 2023 from PADBID
- 3. Regional Co-operation Committee Terms of Reference
- 4. Aquatic & Arenas Recreation Project Steering Committee Terms of Reference
- 5. Aquatic & Arenas Recreation Project Fundraising Committee Terms of Reference

Written by: Savannah Price, Records Coordinator

Approved by: City Clerk & City Manager

#### REVISED

## THE CITY OF PRINCE ALBERT BOARD AND COMMITTEE APPOINTMENTS

• \* Denotes Chairperson; \*\* Denotes Vice-Chairperson, if approved by Council.

PLEASE NOTE THAT ONLY THE BOARDS & COMMITTEES THAT REQUIRE APPOINTMENTS ARE INDICATED BELOW.

<b>Boards and Committees</b>	Appointed Members	Mayor Recommended Appointees	Expiry
	COMMITTEE OF EXECUT	IVE COMMITTEE	
Management Committee	*Mayor G. Dionne (Mbr of Council) Councillor D. Cody (Mbr of Council) Councillor T. Zurakowski (Mbr of Council)	Councillor B. Edwards	November 13, 2024
	ADVISORY COMMITTEE	S OF COUNCIL	
	All appointments to Advisory Committees are for		
Aquatic and Arenas Recreation Project Steering Committee	*Mayor G. Dionne (Mbr of Council)  **Councillor T. Zurakowski (Mbr of Council) Councillor T. Lennox-Zepp (Mbr of Council) Councillor T. Head (Mbr of Council) Councillor D. Cody (Mbr of Council) Councillor D. Ogrodnick (Mbr of Council) Councillor B. Edwards (Mbr of Council) Councillor D. Kilmer (Mbr of Council)	**Councillor D. Kilmer	March 31, 2024
	JOINT COMMITTEES	OF COUNCIL	
Regional Co-operation Committee	Councillor B. Edwards (Mbr of Council) Councillor T. Zurakowski (Mbr of Council)	Request to Eliminate	November 13, 2024
	EXTERNAL COMMITTEES, COM	MMISSIONS & BOARDS	
North Central Sask Waste Management Corporation	Councillor D. Cody (Mbr of Council) Councillor T. Zurakowski (Mbr of Council)	Councillor D. Kilmer	November 13, 2024

Boards and Committees	Appointed Members	Mayor Recommended Appointees	Expiry
•	Councillor D. Cody (Mbr of Council) Councillor T. Zurakowski (Alternate-Mbr of Council)	Mayor G. Dionne	November 13, 2024

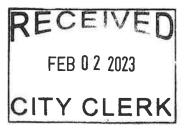
#### **Terri Mercier**

From: discover@princealbertdowntown.ca
Sent: Thursday, February 2, 2023 11:23 AM

To: City Clerk

**Subject:** PADBID Vacancy Fill

Attachments: Letter to City Clerk Jan 30.docx



Hello Terri:

Please see attached letter regarding a motion to fill a vacancy on our Board.

Kind regards,

#### **Rhonda Trusty**

Executive Director

<u>Prince Albert Downtown BID</u>

306-763-1802



\*\*\*Caution: This email originated from outside the City of Prince Albert email system.

Do not click links or open attachments unless you recognize the sender and know the content is safe. If in doubt contact IT Support (support@citypa.com). \*\*\*



#### Dear Terri Mercier:

In accordance with Section 6 of the Downtown Business Improvement District Bylaw No. 4 of 2005, City Council appoints members of large from recommendations by the Board.

Therefore, I am writing to inform you that the Board of Directors has accepted Alex Bocian's resignation from the PADBID board.

The Board of Directors wishes to submit Stacy Coburn's name as a replacement for Alex Bocian's vacancy, for a three (3) year term, which was approved by the Board's motion below:

"6) Motion: That the Board recommends appointing Stacy Coburn to fill the vacancy on the Board.

Moved by: Dawn Kilmer Seconded: Philip Fourie

All in favour: Passed "

Thank you for your consideration in this matter.

Kind regards,

**Rhonda Trusty** 

Executive Director,

**PADBID** 

## TERMS OF REFERENCE Joint Committee

#### Official Name:

Regional Co-operation Committee

## **Purpose**

To meet with surrounding First Nations and municipalities to discuss issues of cooperation in regards to the operational costs of civic facilities.

## **Members/Composition:**

Appointed by The City of Prince Albert

2 - Members of Council

Appointed by First Nations

1 or 2 – Representatives from each participating First Nations group

Appointed by surrounding Municipalities

1 or 2 – Representatives from each participating municipality

City's Membership:

2 year term from January 1<sup>st</sup> to December 31<sup>st</sup>, excluding an Election year when the term shall be reduced to coincide with the day of the Election.

Quorum is determined by the Committee.

#### Mandate

To engage in discussions with neighbouring local governments to:

- seek funding to assist with the operational costs of civic facilities located in the City of Prince Albert;
- maximize resources for the delivery of specific services;
- increase the success rate for grant funding applications;
- build a stronger advocacy and negotiating position; and,
- create the ability to provide services that could otherwise be unaffordable.

## **Policy Areas**

The policy areas for this committee includes the following:

- Building stronger advocacy and negotiating positions with higher levels of government in order to obtain grant funding; and,
- Creating ability to provide affordable City services for all users.

## **Delegated Authority**

This Committee jointly discusses and considers matters affecting the City, neighbouring local governments, such as First Nations groups, rural municipalities, villages and towns, as required, with the goal of establishing funding to support the operational function of civic facilities.

## **Meetings**

The Committee will meet as required, at the call of the Chair.

## Resources/Budget

The Committee members will provide resources and any budget amounts required.

## **Communications**

The Committee will determine communication requirements for the Committee.

## **Related Policies/Bylaws**

Executive Committee Resolution No. 0037 dated February 10, 2020

# TERMS OF REFERENCE Steering Committee

#### **Official Name**

Aquatic and Arenas Recreation Project Steering Committee

## **Purpose**

To act as a review body for the consultation, construction and communication of the Aquatic and Arenas Recreation Project.

## Members/Composition

8 – Members of Council

#### Membership:

3 year term

Quorum is a majority of the members appointed to the Committee. Majority is 50% plus 1.

The Chair and Vice-Chair will be a member of Council recommended by the Mayor and approved by City Council.

The City Manager will be an Advisory Official.

2 additional Advisory Officials will be selected to assist the Committee with preference in the following areas:

- Planning, design and construction development
- Recreation/Sports
- Visionary

The City Clerk's Office will serve as the Secretary to the Committee.

#### Mandate

With respect to all matters within the committee's policy areas, the mandate of the committee is:

 Advise City Council, administration and the architect/consultant on specific matters as they pertain to the preparation and delivery of the Aquatic and Arenas Recreation Centre;

- Responsible for keeping City Council current on the Aquatic and Arenas Recreation Project;
- Ensure that the community, along with members of City Council, have their interests represented during the tenure of the consulting engagement;
- Provide input to administration, advisors, and the architect/consultant on community engagement and communication actives; and,
- Review of administration and architect/consultant reports and formulate responses and recommendations.

Recognizing that some of the information shared in the course of the project may be sensitive, and when used outside of the project team may jeopardize the integrity of the project's results, the Committee will be subject to City of Prince Albert policies related to code of conduct, confidentiality and conflict of interest.

## **Policy Areas**

The policy areas for this committee include the following:

- Economic and future development;
- Tourism;
- Communication and community engagement; and,
- Other Council directed initiatives.

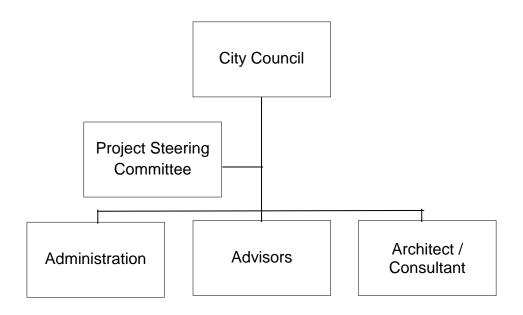
## **Delegated Authority**

The following powers and duties are delegated to this committee:

- Formulation and recommendation to City Council on matters related of the Aquatic & Arenas Recreation Project;
- Consideration and recommendation on all matters referred to it by Council or the Mayor; and,
- Input will flow from administration, the advisors and the architect/consultant to the Project Steering Committee to City Council throughout the planning process in the form of information and feedback which will be used by the architect/consultant throughout the project.

Terms of Reference – Aquatic and Arenas Recreation Project Steering Committee Page 2 of 3

Updated: February 7, 2023



## **Meetings**

The First Committee Meeting shall be called as soon after appointments to the Committee are approved by City Council and the regular schedule of meetings shall be considered at that meeting.

The Chair may dispense with, or alter the time of any regularly scheduled meeting.

The Committee Secretary shall call a special meeting, whenever requested to do so by the Chair or a majority of the members with at least 24 hours' notice to all Committee members and the public.

## Resources/Budget

In order to meet the objectives of the Committee, budgetary allocations must be approved by City Council.

#### **Communications**

Committee members will be forwarded meeting requests for their reply regarding all meetings that are to take place.

All Public Agendas will be available for review at a minimum of 24 hours prior to the meeting. Members will advise the Secretary at the 1<sup>st</sup> meeting whether they will utilize their own electronic device to access the Agenda at each meeting or whether they want a printed copy available when they attend the meeting.

Decisions following consideration by City Council will be brought forward to the Advisory Committee for advisement.

Terms of Reference – Aquatic and Arenas Recreation Project Steering Committee Page 3 of 3

Updated: February 7, 2023

# TERMS OF REFERENCE Committee

#### **Official Name**

Aquatic and Arenas Recreation Project Fundraising Committee

## **Purpose**

To develop a comprehensive fundraising strategy that identifies corporate and community fundraising targets for the Aquatic and Arenas Recreation Project.

## Members/Composition

Mayor and 1 member of Council, Co-Chairs 3+ Honourary Chairpersons

Honourary Chairpersons will be selected, with preference in the following areas:

- Business and/or Community Leadership
- Previous involvement with major Capital Fundraising Initiatives
- Professional relationship with the National Hockey League
- Marketing/Promotions
- Visionary

## Membership:

3 year term

Quorum is a majority of the members appointed to the Committee. Majority is 50% plus 1.

The Co-Chairs will be members of Council recommended by the Mayor and approved by City Council.

The Honourary Chairpersons will be recommended by the Mayor and approved by City Council. Honourary Chairpersons are ex-officio voting members of this Committee and when in attendance, possess all of the rights, privileges, powers and duties of other members. However, their attendance shall not be included for the purpose of determining a Quorum.

The City Manager will be an Advisory Official.

The City Clerk's Office will serve as the Secretary to the Committee.

#### Mandate

With respect to all matters within the committee's policy areas, the mandate of the committee is:

- Establish realistic sponsorship and community fundraising targets;
- Develop a Donor Recognition Program that appropriately acknowledges differing levels of corporate and private contributions;
- In cooperation with the AARP Steering Committee, create a sponsorship program that could enable naming rights to specific components of the facility;
- Develop a funding contract between the donor and City in the event requests are received for multi-year contribution commitments. The contract will lay out rules and responsibilities of both parties;
- With assistance from the AARP Project Steering Committee, identify potential "value in kind" contributions for the Recreation Project;
- · Outline an integrated advertising and communications strategy that aims to build awareness of fundraising efforts; and,
- Develop a strategy and schedule for special community events to raise awareness of project fundraising efforts and objectives.

Recognizing that some of the information shared in the course of the project may be sensitive, and when used outside of the project team may jeopardize the integrity of the project's results, the Committee will be subject to City of Prince Albert policies related to code of conduct, confidentiality and conflict of interest.

## **Policy Areas**

The policy areas for this committee include the following:

- Economic and future development;
- Tourism;
- · Communication and community engagement; and,
- Other Council directed initiatives.

## **Delegated Authority**

The following powers and duties are delegated to this committee:

- Formulation and recommendation to City Council on matters related to fundraising of the Aquatic & Arenas Recreation Project; and,
- Consideration and recommendation on all fundraising matters referred to it by Council or the Mayor.

Terms of Reference – Aquatic and Arenas Recreation Project Fundraising Committee Updated: February 7, 2023

## Meetings

The First Committee Meeting shall be called as soon after appointments to the Committee are approved by City Council and the regular schedule of meetings shall be considered at that meeting.

The Chair may dispense with, or alter the time of any regularly scheduled meeting.

The Committee Secretary shall call a special meeting, whenever requested to do so by the Chair or a majority of the members with at least 24 hours' notice to all Committee members and the public.

## Resources/Budget

In order to meet the objectives of the Committee, budgetary allocations must be approved by City Council.

#### **Communications**

Committee members will be forwarded meeting requests for their reply regarding all meetings that are to take place.

All Public Agendas will be available for review at a minimum of 24 hours prior to the meeting. Members will advise the Secretary at the 1st meeting whether they will utilize their own electronic device to access the Agenda at each meeting or whether they want a printed copy available when they attend the meeting.

Decisions following consideration by City Council will be brought forward to the Advisory Committee for advisement.



INQ 23-2

#### **MOTION:**

Be received as information and filed.

### **ATTACHMENTS:**

1. January 23, 2023 Inquiry Responses

Written by: Sherry Person

January 23, 2023 - City Council Inquiries

To: City Council From: City Manager

Councillor	Inquiry #	Inquiry	Dep't Sent to	Date Responded	Response
Councillor Lennox-Zepp		1. Does Administration expect The City to be able to offer an increased number of swimming lesson spaces once the new Aquatic and Arenas Recreation Centre opens;  2. What is the \$20 million of proposed fundraising through DCG Philanthropic Services Inc. Contract proposed to be spent on, and what do we need those funds for; and,  3. What amount of fundraising dollars under the DCG Philanthropic Services Inc. Contract will be reserved to be spent on the Aquatic and Arenas Recreation Centre and what amount will be reserved for the Events Centre.	City Manager's Office	06-Feb	1. Yes, we anticipate an increased capacity to offer swimming lessons and programming in the new facility.  2. Monies raised from fundraising will be used to offset the costs for the construction and furnishing of the Aquatic and Arenas Recreation Centre.  \$20 million has been earmarked by Administration to be used for the Aquatic and Arenas Centre, in the approved funding model, if required. It is anticipated that DCG will be providing a more refined funding package for the Aquatic and Arenas Recreation Centre.