



CITY OF PRINCE ALBERT

CITY COUNCIL REGULAR MEETING

AGENDA

**MONDAY, JANUARY 22, 2024, 5:00 PM
COUNCIL CHAMBER, CITY HALL**

1. CALL TO ORDER

2. LAND ACKNOWLEDGEMENT & PRAYER

3. APPROVAL OF AGENDA

4. PRESENTATIONS & RECOGNITIONS

5. DECLARATION OF CONFLICT OF INTEREST

6. ADOPTION OF MINUTES

6.1 December 11, 2023 City Council Meeting Minutes for Approval (MIN 23-109)

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7. NOTICE OF PROCLAMATIONS

8. PUBLIC HEARINGS

9. DELEGATIONS

10. COMMUNICATIONS

11. REPORTS OF ADMINISTRATION & COMMITTEES

11.1 2025 Community Grant Program Application to Saskatchewan Lotteries (RPT 23-456)

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11.2 Naming Rights & Sponsorship Policy (RPT 24-4)

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12. UNFINISHED BUSINESS

- 12.1 Motion - Councillor Lennox-Zepp - Feasibility of Recycle Bins - Rotary Adventure Park Playground (MOT 23-15) **Page 392**

Note: This Motion was postponed at the December 11, 2023 City Council Meeting.

13. MAYOR & COUNCILLORS FORUM

14. INQUIRIES

15. INQUIRIES RESPONSES

- 15.1 December 11, 2023 City Council Inquiry Responses (INQ 24-1) **Page 393**

16. NOTICE OF MOTION

17. MOTIONS

- 17.1 Motion - Councillor Edwards - Financial Impacts and the Overall Well-Being of The City (MOT 23-17) **Page 395**

18. PUBLIC FORUM

19. ADJOURNMENT



City of
Prince Albert

MIN 23-109

MOTION:

That the Minutes for the City Council Regular Meeting held December 11, 2023, be taken as read and adopted.

ATTACHMENTS:

1. Minutes



CITY OF PRINCE ALBERT

CITY COUNCIL REGULAR MEETING

MINUTES

**MONDAY, DECEMBER 11, 2023, 5:00 P.M.
COUNCIL CHAMBER, CITY HALL**

PRESENT:

Mayor Greg Dionne
Councillor Charlene Miller
Councillor Terra Lennox-Zepp (Attended at 5:27 p.m.)
Councillor Tony Head
Councillor Don Cody
Councillor Dennis Ogrodnick
Councillor Blake Edwards
Councillor Dawn Kilmer
Councillor Darren Solomon

Terri Mercier, City Clerk
Sherry Person, City Manager
Kris Olsen, Fire Chief
Mitchell J. Holash, K.C., City Solicitor
Jeff Da Silva, Director of Public Works
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.

2. LAND ACKNOWLEDGEMENT & PRAYER

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

3. APPROVAL OF AGENDA

0386. **Moved by:** Councillor Head
Seconded by: Councillor Kilmer

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

1. That Item No. 17.1 be postponed for consideration until the next City Council meeting.

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

Absent: Councillor Lennox-Zepp

CARRIED UNANIMOUSLY

4. PRESENTATIONS & RECOGNITIONS

5. DECLARATION OF CONFLICT OF INTEREST

- 5.1 Councillor Head – Item No. 11.14 – Employed by Canadian Union of Public Employees National and due to the matter relating to the Collective Bargaining.

6. ADOPTION OF MINUTES

0387. **Moved by:** Councillor Miller
Seconded by: Councillor Solomon

That the Minutes of the Council Regular Meeting held November 27, 2023, be taken as read and adopted.

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

Absent: Councillor Lennox-Zepp

CARRIED UNANIMOUSLY

7. NOTICE OF PROCLAMATIONS

8. PUBLIC HEARINGS

9. DELEGATIONS

10. COMMUNICATIONS

11. REPORTS OF ADMINISTRATION & COMMITTEES

11.1 2023 New Year's Eve Bus Service – Ride Free for NYE (RPT 23-431)

0388. **Moved by:** Councillor Head
Seconded by: Councillor Kilmer

1. That the Letter of Agreement between The City and Saskatchewan Government Insurance to provide the 2023 New Year's Eve Bus Service Program "Ride Free for NYE" be approved; and,
2. That the Mayor and City Clerk be authorized to execute the Letter of Agreement and any other documents on behalf of the City, once prepared.

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

Absent: Councillor Lennox-Zepp

CARRIED UNANIMOUSLY

11.2 Tender #50-23 Poly-Aluminum Chloride (RPT 23-424)

0389. **Moved by:** Councillor Kilmer
Seconded by: Councillor Miller

1. That the portion of Tender No. 50 of 2023, for the supply and delivery of Poly-Aluminum Chloride for the 2024 Water Purification Materials be awarded to KLEARWATER Equipment & Technologies in the amount of \$621,600 (\$1.036/kg), plus five percent (5%) Goods and Services Tax for a total of \$652,680; and,
2. That the Mayor and City Clerk be authorized to execute any applicable documents on behalf of The City, if required.

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

Absent: Councillor Lennox-Zepp

CARRIED UNANIMOUSLY

11.3 ATM Supply & Service Agreement (RPT 23-299)

0390. **Moved by:** Councillor Head
Seconded by: Councillor Edwards

- 1. That the Automated Teller Machine Supply and Service Agreement be awarded to 101185387 Saskatchewan LTD. operating as Nexcash ATM Solutions, for the ATM Services at City Facilities, for a term from September 1, 2023 to August 31, 2025;
- 2. That the Automated Teller Machine Supplier pay to The City \$0.50 per ATM Transaction for the term of the Agreement; and,
- 3. That the Mayor and City Clerk be authorized to execute the Agreement on behalf of The City, once prepared.

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

Absent: Councillor Lennox-Zepp

CARRIED UNANIMOUSLY

11.4 Cooke Municipal Golf Course Management Agreement (RPT 23-430)

0391. **Moved by:** Councillor Ogradnick
Seconded by: Councillor Cody

- 1. That the Golf Course Management Agreement between The City and Darcy’s Golf Shop Ltd. be approved for a three (3) year term commencing January 1, 2024 to December 31, 2026; and,
- 2. That the Mayor and City Clerk be authorized to execute the Agreement on behalf of The City, once prepared.

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

Absent: Councillor Lennox-Zepp

CARRIED UNANIMOUSLY

11.5 Capital Project Update – November 2023 (RPT 23-428)

0392. **Moved by:** Councillor Edwards
Seconded by: Councillor Solomon

That RPT 23-428 be received as information and filed.

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

Absent: Councillor Lennox-Zepp

CARRIED UNANIMOUSLY

11.6 Financial Reporting – 3rd Quarter Reporting (RPT 23-425)

0393. **Moved by:** Councillor Kilmer
Seconded by: Councillor Ogrodnick

That RPT 23-425 be received as information and filed.

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

Absent: Councillor Lennox-Zepp

CARRIED UNANIMOUSLY

11.7 2024 General Fund Operating and Capital Budget (RPT 23-429)

11.7.1 2024 General Fund Budget Recommendations for the Prince Albert Police
Service (CORR 23-84)

11.7.2 Paratransit Budget 2024 (CORR 23-85)

11.7.3 Prince Albert Golf and Curling Club Inc. Request for Utility Assistance (CORR
23-86)

0394. **Moved by:** Councillor Kilmer
Seconded by: Councillor Edwards

1. That the 2024 General Fund Budget, as attached to RPT 23-429, be approved;
2. That \$48,672,456 of revenue necessary to balance the General Fund Operating Budget be raised from Municipal Taxation;

3. That the 2024 General Fund Capital Budget in the amount of \$6,822,920, including principal payments on Loans and \$338,800 in Police Capital, be approved;
4. That the 2024 transfer of \$5,115,000 from General Fund Operating to General Fund Capital be approved for Capital Projects, excluding Long Term Debt Payments;
5. That the 2024 Fleet Budget in the amount of \$3,601,500, including \$371,000 in Police Service requirements, be approved;
6. That the 2024 Prince Albert Police Service be funded in the amount of \$19,095,963, which includes a budget reduction of \$759,264, including \$338,800 in Capital Expenditures and the Police Base Tax;
7. That the 2024 Reserve Allocations of \$3,468,700 and Principal Payments on Loans of \$289,600 be approved for a total amount of \$3,758,300;
8. That the following Reserves be established:
 - a. Municipal Cultural Action Plan Reserve to fund initiatives outlined in the Municipal Cultural Action Plan; and
 - b. Recreation Centre Reserve for the funding of the Prince Albert Recreation Centre Project;
9. That the Motions from the 2024 General Fund Budget Committee deliberations, as attached to RPT 23-429, be ratified and that Administration proceed as authorized; and,
10. That the 2024 General Fund Budgeted expenditures be approved for disbursement effective January 1, 2024.

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

Absent: Councillor Lennox-Zepp

CARRIED UNANIMOUSLY

11.8 2024 Water Utility Fund Operating and Capital Budget (RPT 23-422)

0395. **Moved by:** Councillor Edwards
Seconded by: Councillor Cody

- 1. That the 2024 Water Utility Fund Operating Budget, as attached to RPT 23-422, be approved as follows:
 - a. Operating revenues of \$19,766,455;
 - b. Operating expenses of \$14,205,530;
 - c. Capital and Interfund Transactions of \$6,005,530; and,
 - d. A deficit of \$444,605. After adjusting for non-cash amortization, the surplus is \$5,305,395 to fund Capital Projects and Loan Principal Payments;
- 2. That the 2024 Water Utility Fund Capital expenditures of \$2,675,000 and Loan Principal Payments of \$1,834,425, be approved;
- 3. That the Motions from the 2024 Water Utility Fund Budget Committee deliberations, as attached to RPT 23-422, be ratified and that Administration proceed as authorized; and,
- 4. That the 2024 Water Utility Fund budgeted expenditures be approved for disbursement effective January 1, 2024.

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

Absent: Councillor Lennox-Zepp

CARRIED UNANIMOUSLY

11.9 2024 Sanitation Fund Operating and Capital Budget (RPT 23-423)

0396. **Moved by:** Councillor Head
Seconded by: Councillor Miller

- 1. That the 2024 Sanitation Fund Operating Budget, as attached to RPT 23-423, be approved as follows:
 - a. Operating revenues of \$6,198,650;
 - b. Operating expenses of \$4,949,555;
 - c. Capital and Interfund Transfers of \$1,322,710; and,

- d. A deficit of \$73,615. After adjusting for non-cash amortization, the surplus is \$916,385 to fund Capital Projects and Reserve Transfers;
2. That the 2024 Sanitation Fund Capital expenditures of \$561,420 be approved;
3. That the Motions from the 2024 Sanitation Fund Budget Committee deliberations, as attached to RPT 23-423, be ratified and that Administration proceed as authorized; and,
4. That the 2024 Sanitation Fund budgeted expenditures be approved for disbursement effective January 1, 2024.

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

Absent: Councillor Lennox-Zepp

CARRIED UNANIMOUSLY

11.10 2024 Airport Fund Operating and Capital Budget (RPT 23-426)

0397. **Moved by:** Councillor Cody
Seconded by: Councillor Solomon

1. That the 2024 Airport Fund Operating Budget, as attached to RPT 23-426, be approved as follows:
 - a. Operating revenues of \$1,044,160;
 - b. Operating expenses of \$1,184,570;
 - c. Capital and Interfund Transfers of \$360,140; and
 - d. A deficit of \$500,550. After adjusting for non-cash amortization, there is a surplus of \$244,450 to fund Capital Projects and Reserve Transfers;
2. That the 2024 Airport Fund Capital expenditures of \$625,375, be approved;
3. That the Motions from the 2024 Airport Fund Budget Committee deliberations, as attached to RPT 23-426, be ratified and that Administration proceed as authorized; and,

4. That the 2024 Airport Fund Budgeted expenditures be approved for disbursement effective January 1, 2024.

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

Absent: Councillor Lennox-Zepp

CARRIED UNANIMOUSLY

11.11 2024 Land Fund Operating and Capital Budget (RPT 23-427)

0398. **Moved by:** Councillor Edwards
Seconded by: Councillor Head

1. That the 2024 Land Fund Operating Budget, as attached to RPT 23-427, be approved as follows:
 - a. Operating revenues of \$485,000;
 - b. Operating expenses of \$274,607;
 - c. Capital and Interfund Transactions of \$76,500; and,
 - d. An operating surplus of \$133,893 to fund Capital Projects, Loan Principal Payments, and Reserve Transfers;
2. That the 2024 Land Fund Capital expenditures of \$0 and Loan Principal Payments of \$303,305, be approved;
3. That the Motions from the 2024 Land Fund Budget Committee deliberations, as attached to RPT 23-427, be ratified and that Administration proceed as authorized; and,
4. That the approved 2024 Land Fund Budgeted expenditures be approved for disbursement effective January 1, 2024.

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

Absent: Councillor Lennox-Zepp

CARRIED UNANIMOUSLY

11.12 Tax Title Tender Results – 163 29th Street East and 1610 15th Street West (RPT 23-421)

0399. **Moved by:** Councillor Kilmer
Seconded by: Councillor Miller

- 1. That the Offer to Purchase the Tax Title Property located at 163 – 29th Street East, legally described as Lot 16, Block 12, Plan No. N3447, Extension 0 and Lot 17, Block 12, Plan No. N3447, Extension 0, in the amount of \$25,000 plus Goods and Services Tax, be denied;
- 2. That Administration prepare and list the property at 163 – 29th Street East for sale on the open market;
- 3. That the Offer to Purchase the Tax Title Property located at 1610 – 15th Street West, legally described as Lot 45, Block J, Plan F, Extension 0 and Lot 46, Block J, Plan F, Extension 0, in the amount of \$15,000 plus Goods and Services Tax, be approved; and,
- 4. That the Mayor and City Clerk be authorized to execute the Sale Agreements and any other documents on behalf of The City, once prepared.

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

Absent: Councillor Lennox-Zepp

CARRIED UNANIMOUSLY

11.13 Agreement to Provide Fire Services – Rural Municipality of Prince Albert No. 461 (RPT 23-432)

0400. **Moved by:** Councillor Ogradnick
Seconded by: Councillor Cody

- 1. That the Agreement to Provide Fire Services between The City and Rural Municipality of Prince Albert No. 461, regarding the provision of Fire-Suppression Services with respect to fires occurring within the existing boundaries of the Rural Municipality for the term of January 1, 2024 to December 31, 2024, be approved; and,
- 2. That the Mayor and City Clerk be authorized to execute the Agreement and any other applicable documents on behalf of The City, once prepared.

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

CARRIED UNANIMOUSLY

The meeting recessed at 5:34 p.m.

The meeting reconvened at 5:36 p.m.

11.14 Memorandum of Agreement to Conclude Collecting Bargaining – CUPE 882 (RPT 23-435)

0401. **Moved by:** Councillor Kilmer
Seconded by: Councillor Miller

1. That the Memorandum of Agreement between The City and the Canadian Union of Public Employees Local No. 882, as attached to RPT 23-435, be approved;
2. That the Mayor and City Clerk be authorized to execute the Agreement on behalf of The City, once prepared.

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

Against: Mayor Dionne

Absent – Declared Conflict of Interest: Head

CARRIED (7 TO 1)

11.15 Municipal Revenue Sharing Declaration of Eligibility (RPT 23-416)

0402. **Moved by:** Councillor Solomon
Seconded by: Councillor Kilmer

1. That the City of Prince Albert meets the following eligibility requirements to receive the Municipal Revenue Sharing Grant:
 - a. Submission of the 2022 Audited Financial Statements to the Ministry of Government Relations;
 - b. Submission of the 2022 Public Reporting on Municipal Waterworks to the Ministry of Government Relations;
 - c. In Good Standing with respect to the reporting and remittance of Education Property Taxes;
 - d. Adoption of Procedure Bylaw No. 23 of 2021;

- e. Adoption of the following Employee Policies to represent the Employee Code of Conduct:
 - i. Conflict of Interest Policy;
 - ii. Gift, Favours and Entertainment Policy;
 - iii. Employment of Relatives Policy;
 - iv. Occupational Health and Safety Policy – Harassment Safety Administrative Policy;
 - v. Progressive Discipline Policy;
 - vi. Social Media, Media Relations and Public Statements Policy; and,
 - vii. Access to Information Policy; and,
 - f. All members of Council have filed their Public Disclosure Statements, as required; and,
2. That the City Clerk be authorized to execute the Declaration of Eligibility and submit it to the Ministry of Government Relations.

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

CARRIED UNANIMOUSLY

12. UNFINISHED BUSINESS

13. MAYOR & COUNCILLORS FORUM

14. INQUIRIES

- 14.1 Councillor Kilmer – Total Cost of Work done on 5th Avenue East from 24th Street to 28th Street East

Is it possible to report the total cost broken down into categories of total work done on 5th Avenue East from 24th Street to 28th Street East. As well, can a time frame of developing/planning that work be provided, from when it began to when it was completed.

15. INQUIRY RESPONSES

15.1 November 27, 2023 City Council Inquiry Responses (INQ 23-12)

0403. **Moved by:** Councillor Edwards
Seconded by: Councillor Head

That INQ 23-12 be received as information and filed.

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

CARRIED UNANIMOUSLY

16. NOTICE OF MOTION

16.1 Councillor Edwards – Financial Impacts and the Overall Well-Being of The City

That the Mayor's Office prepare a letter to both the Provincial Saskatchewan Party and the Federal Liberal Party to have an in-person meeting with all members of Council, Grand Chief Brian Hardlotte of Prince Albert Grand Council and Sherry McLennan of the Métis Nation of Saskatchewan, to discuss the following important matters in relation to crime, homelessness and social issues in The City of Prince Albert:

- The financial impacts and the overall well-being of The City including crime statistics due to increasing homelessness, crime and other social issues occurring in our city;
- The urgent need for support over these issues which must be addressed;
- Our City is made up of over forty percent (40%) Indigenous population which only includes the people who filled out their census;
- The costs associated with homelessness, crime and other social issues that are included in the 2024 Municipal Budget;
- Recognize that these issues are a regional issue that should not fall on the businesses and residents of The City and that associated costs are not sustainable for our community;
- The need for a Drug Court and Treatment Beds to address requirements of the possible sanctions this type of court offers;
- How to manage the rise in violent crimes and how to address the increasing property crime;

- Action plans must be put in place to assist with the mental health and addictions issues that our City face today;
- As this is an urgent request, these meetings must occur prior to the end of March 2024; and,
- All responses regarding the request to meet and discuss will be shared with the media in Prince Albert.

17. MOTIONS

17.2 Motion – Councillor Head – Incentives for Boarded Up Houses (MOT 23-16)

0404. **Moved by:** Councillor Head
Seconded by: Councillor Miller

That Administration provide a report to incentivize property owners to make improvements to boarded up Buildings and Houses.

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

CARRIED UNANIMOUSLY

18. PUBLIC FORUM

19. ADJOURNMENT – 6:00 P.M.

0405. **Moved by:** Councillor Kilmer
Seconded by: Councillor Head

That this Council do now adjourn.

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

CARRIED UNANIMOUSLY

MAYOR GREG DIONNE CITY CLERK

MINUTES ADOPTED THIS 22ND DAY OF JANUARY, A.D. 2024.



City of Prince Albert

RPT 23-456

TITLE: 2025 Community Grant Program Application to Saskatchewan Lotteries

DATE: December 27, 2023

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the Mayor and City Clerk be authorized to execute the 2025 Community Grant Program Application Form and any other required documentation on behalf of the City of Prince Albert.

TOPIC & PURPOSE:

The purpose of the report is to request approval from City Council to apply for the 2025 Saskatchewan Lotteries Community Grant Program funding for the City of Prince Albert.

BACKGROUND:

The City of Prince Albert submits an annual application to the Saskatchewan Lotteries Trust Fund for the funding of the Community Grant Program for Sports, Culture and Recreation.

Once the funding from Saskatchewan Lotteries is confirmed, the Community Service Department administers an application process for local non-profit groups and organizations to receive funding for programs and community initiatives that enhance sport, recreation and culture in our City.

Grant amounts are determined based on community population and in 2025, the City of Prince Albert is eligible to receive \$164,239.00. The amount provided is based on the following calculation:

$$\text{Population (37,756)} \times \text{Per Capita Amount (\$4.35)} = \$164,239.00$$

Traditionally, the Community Grant Program has excellent uptake and funds an average of 20 to 30 community initiatives each year.

PROPOSED APPROACH AND RATIONALE:

The deadline for the 2025 Community Grant Program application form is February 28, 2024. The application requires approval from the Bonded Authorized Officer of the Community therefore administration is requesting permission from City Council for the Mayor and City Clerk to sign off on behalf of the City.

The Community Grant Program Policy is attached to the report as a reference regarding the City's Policy and Procedure for the annual administration of the Program.

CONSULTATIONS:

Administration has on-going communication with representatives of the Saskatchewan Lotteries Trust Fund and local community groups regarding the Community Grant Program.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Once the application is approved by the Saskatchewan Lotteries Trust Fund, communication will be provided to eligible community groups about the 2025 Community Grant Program application process and guidelines.

POLICY IMPLICATIONS:

Community Grant Program Policy.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no other options for consideration, no financial or privacy implications.

STRATEGIC PLAN:

The Community Grant Program supports the City's Strategic Plan through Promoting a Progressive Community.

ALIGN City resources to assist community partners to coordinate events which promote Prince Albert as a vibrant and diverse City.

PROMOTE Prince Albert as an Event Hosting destination that contributes to the Business and Tourism Economy.

IDENTIFY and invest in infrastructure improvements with the goal of increasing Prince Albert's event hosting capacity

OFFICIAL COMMUNITY PLAN:

The objectives of the Community Grant Program are aligned with the Official Community Plan's Implementation Strategy for a healthy social environment to ensure that social aspects of individual and neighborhood health and wellbeing contribute toward the health and safety of the City.

PUBLIC NOTICE:

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

ATTACHMENTS:

1. Community Grant Policy
2. Community Grant Program 2025 Application Form

Written by: Curtis Olsen - Sport & Recreation Manager

Approved by: Director of Community Services and City Manager

Statement of Policy and Procedure			
Department:	Community Services	Policy No.	56.2
Section:	Community Services	Issued:	April 15, 2013
Subject:	Community Grant Program Policy	Effective:	December 11, 2017
Council Resolution # and Date:	Council Resolution No. 0651 dated December 11, 2017		
		Replaces:	Policy No. 56.1
Issued by:	Derek Blais, Recreation Manager	Dated:	November 9, 2015
Approved by:	Jody Boulet, Director of Community Services		

1 POLICY

1.01 To establish a consistent administrative process for the application and adjudication of the Community Grant Program.

2 PURPOSE

2.01 To provide direction on the application eligibility and guidelines for the Saskatchewan Lotteries Community Grant Program.

2.02 To assist with the development and delivery of sport, culture and recreation programs by providing grant funding to eligible non-profit organizations within the City of Prince Albert.

2.03 To provide access to sport, culture and recreation programs and activities for all Prince Albert residents regardless of age, sex, ethnicity, economic status, physical or mental ability.

3 SCOPE

3.01 This Statement of Policy applies to all Community Grant Program applications received from local community organizations in which funding is provided by the Saskatchewan Lotteries Trust Fund and administered by the Community Services Department.

4 RESPONSIBILITY

4.01 Community Services Department

- a) Submit an annual application for Community Grant Program funds from the Saskatchewan Lotteries Trust Fund for Sport, Culture, and Recreation.
- b) Coordinate the distribution and collection of the Community Grant Program application forms.
- c) Promote the application period to all community organizations.
- d) Review all applications to ensure submissions meet the guidelines and conditions of the program.
- e) Review all grant applications and make fair and equitable recommendations for the distribution of funds for the Community Grant Program to the Community Services Advisory Committee.
- f) Communicate to grant applicants regarding the status of their application following the adjudication process and final City Council approval.
- g) Prepare and assist with the execution of a Funding Agreement with all approved grant recipients.
- h) Prepare all necessary reporting documents for the Saskatchewan Lotteries Trust Fund Grant Coordinator.
- i) Make amendments to the list of approved projects if surplus funds become available due to under expenditures in the approved projects.

4.02 Community Services Advisory Committee

- a) Review the recommended distribution of funds submitted by the Community Services Department.
- b) Provide feedback on the recommendations from the Community Services Department and forward a final recommendation to City Council for endorsement.

4.03 City Council

- a) Final approval of the annual Community Grant Program applications.

5 DEFINITIONS

5.01 In this Policy:

- a) **COMMUNITY GRANT PROGRAM** - is a grant program that is administered by the City of Prince Albert on behalf of the Saskatchewan Lotteries Trust fund for Sport, Culture and Recreation and provides funding to local non-profit organizations for projects that meet the grant criteria.
- b) **COMMUNITY SERVICES DEPARTMENT** – designated staff members in the City of Prince Albert Community Services Department.
- c) **RECREATION** – is the experience that results from freely chosen participation in physical, social, intellectual, creative and spiritual pursuits that enhance individual and community wellbeing.

6 REFERENCES and RELATED STATEMENTS of POLICY and PROCEDURE

6.01 Not applicable.

7 PROCEDURE

7.01 APPLICATIONS

- a) Application forms are available on the City of Prince Albert website and must be received by the Community Services Department by the end of the business day on the third Friday in January to be eligible for funding in that calendar year.
- b) Organizations will be authorized to proceed once confirmation of funds has been received from the Saskatchewan Lotteries Trust Fund for Sport, Culture and Recreation.
- c) Approved grant funds will be released upon receipt of the completed follow up and copies of supporting documentation for eligible expenditures.
- d) Follow-up documentation shall include a list of actual expenditures for each project verified with receipts or an audited financial statement prepared by a registered Certified Accountant.
- e) All receipts must be dated within the appropriate grant spending period.

7.02 PROGRAM GOALS

- a) Applications for funding through the Community Grant Program should consider the goals of the Community Services Master Plan, Prince Albert Municipal Cultural Action Plan and the 2015 Framework for Recreation in Canada. These goals may include:
- i. contributing to individual and community well-being through program and activity delivery;
 - ii. addressing social issues through the provision of sport, culture and recreation activities;
 - iii. addressing programming gaps within the community;
 - iv. identifying how the activity could become self-sustaining in the future;
 - v. honouring the past and providing a balance in this narrative of both the positives and challenges that have occurred when sharing our story;
 - vi. utilizing park spaces as focal points of the community to provide centralized programs and activities;
 - vii. ensuring that all nations, communities, newcomers, and individuals are welcomed and celebrated in the community;
 - viii. ensuring a culturally vibrant community by supporting existing volunteers and promoting new partnerships;
 - ix. strengthening the artistic and cultural community and the significant role it plays in enhancing our community's cultural make-up;
 - x. encouraging local food production and availability of ethnic food;
 - xi. fostering active living through physical recreation;
 - xii. increasing inclusion and access to recreation for populations that face constraints to participation;
 - xiii. helping people connect to recreation through nature;

- xiv. ensuring the provision of supportive physical and social environments that encourage participation in recreation and help to build strong caring communities; and
 - xv. ensuring the continued growth and sustainability of the recreation field.
- b) Projects will also be looked upon favourably if there is evidence of fostering and incorporating leadership development through program structures that allow young people:
- i. participation in formal leadership training opportunities;
 - ii. involvement in the planning and implementation of the activities;
 - iii. providing mentoring or volunteer opportunities in sport, culture, and recreation activities or special events;
 - iv. promoting or developing role models;
 - v. facilitating opportunities for meaningful civic engagement; and
 - vi. other leadership initiatives or activities.

7.03 PROGRAM ELIGIBILITY

- a) All of the following eligibility requirements must be met:
- i. only non-profit organizations are eligible to receive funding;
 - ii. expenditures must be directly related to the operation of sport, culture, or recreation programs, activities and events within the City of Prince Albert and the majority of the participants must reside within City limits;
 - iii. a minimum of 30% of the grant funding provided through the grant funding must be used for programs aimed at increasing participation for under-represented populations. Examples include indigenous peoples, seniors, women, youth at risk, economically disadvantaged, newcomers, persons with a disability, and single parent families;
 - iv. operation costs of facilities that are directly related to a program are eligible for 25% of the total grant for each program up to a maximum of \$500 per program;

- v. follow-ups verifying project expenditures must be submitted in a follow-up report prior to receiving funding;
- vi. projects are to be operated on a non-profit basis;
- vii. organizations receiving grants must publicly acknowledge Saskatchewan Lotteries within their activities;
- viii. an organization may be limited to only one grant during each fiscal year and the maximum amount of funding that can be applied for is \$12,000;
- ix. organizations are responsible to ensure appropriate liability and participant's insurance are in place for programs funded by the Community Grant program; and
- x. religious organizations may be eligible, providing there is a clear distinction between the religious/educational and recreation programs.

7.04 INELIGIBLE PROJECTS

- a) The program is designed to provide funding for sport, culture, and recreation programs therefore the following expenditures are ineligible for grant funding:
 - i. construction, renovation, retrofits, and repairs to buildings/facilities (This includes fixing doors, shingling roofs, installing flooring, moving/hauling dirt, etc.);
 - ii. maintenance and operation costs of facilities that are not directly related to a program supported by this grant;
 - iii. property taxes & insurance;
 - iv. alcoholic beverages;
 - v. food or food related costs (This includes catering supplies, coffee pots, coffee, BBQ's, etc.);
 - vi. membership fees in other lottery funded organizations;
 - vii. prizes: cash, gifts, awards, honourariums, trophies, plaques, and badges;
 - viii. out of province activities and travel;

- ix. donations;
- x. subsidization of wages for full time employees; eligible employment expenditures are less than 35 hours per week for no more than 90 days (or 455 hours) in a grant period;
- xi. uniforms or personal items such as sweatbands and hats; and
- xii. retroactive funding will not be permitted.

7.05 APPLICATION PREFERENCES

- a) Favourable consideration is given to the following projects:
 - i. organizations that include a financial contribution towards the project from their own operating budget;
 - ii. requests for new or innovative programs that do not duplicate existing services and programs that develop, expand, and improve opportunities in recreation, culture, and sport; and
 - iii. programs that address social issues or address programming gaps within the community through the provision of sport, culture and recreation activities.



SASK LOTTERIES

COMMUNITY GRANT PROGRAM 2025 APPLICATION FORM

PLEASE MAKE ANY CHANGES TO THE CONTACT INFORMATION AND INCLUDE AN EMAIL ADDRESS.

Name of Community		
Prince Albert, City of		
Contact Name		
Curtis Olsen		
Address		
1084 Central Avenue		
Town/City		Postal Code
Prince Albert		S6V 7P3
Home Phone #	Work Phone #	Fax #
	(306) 953-4818	
Email Address * REQUIRED		
colsen@citypa.com		

THIS SECTION FOR OFFICE USE ONLY	
Grant #	
CG:25:	
C# / R#	
C127 / R17	

A) Eligible Amount			
Community per capita rate.	Population	Per Capita Amount	
	37756	x \$4.35	= \$ 164,239

B) Allocation Amount				
<i>Complete this section only if you are receiving an allocation from a Band, Town, Village or R.M.</i>				
Signature of Mayor/Reeve/Chief (or attach a letter from allocating community)	RM#/Community Name	Population	Per Capita Amount	
			X	=
			X	=
			X	=
			X	=
TOTAL				= \$

C) Total Grant Applied For 2024		(minimum \$250)
A) Eligible Amount + B) Allocation Amount Total		= \$

Signature and Title of Bonded Authorized Officer of the Community		
I hereby agree that the conditions outlined in the Community Grant Program Guidelines have been met and that the application is a correct and true statement.		
_____	_____	_____
Signature	Title	Date

Application deadline is February 28, 2024. LATE APPLICATIONS WILL NOT BE ACCEPTED.

PLEASE SUBMIT TO: SASK LOTTERIES TRUST FUND FOR SPORT, CULTURE AND RECREATION
1870 Lorne Street | Regina, SK | S4P 2L7 sasklotteries.ca
P 306.780.9344 TF 1.888.780.9344 F 306.781.6021 E Lhodnefield@sasksport.ca



RPT 24-4

TITLE: Naming Rights & Sponsorship Policy

DATE: January 10, 2024

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the amended Naming Rights & Sponsorship Policy be approved.

TOPIC & PURPOSE:

The purpose of the report is to recommend approval of the amended Naming Rights & Sponsorship Policy. The amendments outline the consideration of diversity and gender equity where applicable and will provide the City with Framework for consideration during the Fundraising Campaign for the Aquatics & Arenas Recreation Project.

BACKGROUND:

The City's Naming Rights & Sponsorship Policy was developed in 2015 with the purpose of initiating strategic discussions with Donors and Sponsors in support City Recreation Facilities, Programs & Services. Upon the commencement of the Fundraising Campaign for the City's new Recreation Centre, a review of the policy was deemed necessary. Additionally, City Council directed a review of the policy to bring forward language that enables diversity and gender equity to be part of the naming selection process.

PROPOSED APPROACH AND RATIONALE:

Attached to this report is a copy of the amended Policy for approval. Below is a summary of the changes.

Section 4.01(b) was updated to include Approval of all Naming Rights Agreements if no Inventory Valuation of Assets Listing is approved.

Section 4.02(h) was added to the Policy to include the requirement to Approve all Naming Rights & Sponsorship Agreements where an Inventory Valuation of Assets Listing has been approved by City Council based on Policy.

Section 7.01(c) was updated to ensure that language has been included to enable diversity and gender equity considerations for future naming initiatives.

Section 7.02(b) was updated to reference the requirement to perform a social responsibility review for all potential naming. This review would include, but not be limited to, pending lawsuits, public statements, associates and associated businesses. Naming must be seen to bring value and not undue controversy to the City. Regardless if the potential naming of an individual or corporation has not been convicted of a serious offence under the Criminal Code of Canada or under other legislation, there may be other issues effecting the suitability for naming.

Section 8.02(c) has been updated to reference the promotion of Marijuana, edibles and vaping products as additional items that will not be considered for Naming and Sponsorship Proposals.

Section 9.01(d)(vii) was discussed to determine the requirement for the termination of an Agreement. Any Naming Revocation considers a named recognition being revoked if, in the opinion of the charity, circumstances respecting the Donor arise which contradict the mission, ethics and values of the charity. If in the opinion of the charity, after due process following the principles of natural justice, circumstances respecting the donor arise which are likely to cause material harm to the reputation, image, mission, values of integrity of the charity, the charity may cancel the Agreement and the recognition described. The application of this section will be dependent upon the length of term and preference by the donor.

CONSULTATIONS:

Representatives from DCG Philanthropic Services Ltd. were consulted in the review of the Naming Rights & Sponsorship Policy.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

The Policy was approved at the January 8th, 2024 Executive Committee meeting. The amended Naming Rights & Sponsorship Policy will now require City Council approval at the January 22nd, 2024 City Council meeting prior to implementation.

POLICY IMPLICATIONS:

Naming Rights & Sponsorship Policy

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no further options for consideration or any financial or privacy implications.

STRATEGIC PLAN:

The City's Naming Rights & Sponsorship Policy aligns with the Strategic Priority of Promoting a Progressive Community by providing the necessary Framework to secure external funding as part of Fundraising Campaigns in support of Facilities, Programs and Facilities. The Policy also provides the Framework for determining the appropriate recognition for Businesses and Individuals that contribute in this manner.

OFFICIAL COMMUNITY PLAN:

The report aligns with Section 9.2 of the Official Community Plan related to the provision of Recreation Facilities.

PUBLIC NOTICE:

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

ATTACHMENTS:

1. Naming Rights & Sponsorship Policy

Written by: Jody Boulet, Director of Community Services

Approved by: City Manager

City of Prince Albert Statement of POLICY and PROCEDURE			
Department:	Community Services	Policy No.	71
Section:	Community Services	Issued:	
Subject:	NAMING RIGHTS & SPONSORSHIP POLICY	Effective:	
Council Resolution # and Date:		Page:	Page 1 of 11
		Replaces:	
Issued by:	Jody Boulet, Director of Community Services	Dated:	
Approved by:	Sherry Person, City Manager		

1 POLICY

- 1.01** To provide guidelines and procedures for the naming and re-naming of City Parks and Facilities on City owned property.
- 1.02** To provide guidelines which facilitate and support opportunities for entering into sponsorship agreements for City owned and Civic partner controlled assets for the purpose of enhancing financial sustainability.

2 PURPOSE

- 2.01** To name City Parks and Facilities in a manner which ensures a consistent approach to soliciting, managing and reporting on naming rights and sponsorship agreements.
- 2.02** To provide guidance to those that have an interest in the naming and sponsoring of civic properties.
- 2.03** To provide a means of generating new revenues and alternative resources to assist in the construction, support and/or provision of City of Prince Albert Facilities.
- 2.04** To protect the reputation, integrity and aesthetic standards of the City of Prince Albert and its assets.

3 SCOPE

- 3.01** This Statement of Policy and Procedure applies to the City of Prince Albert.
- 3.02** Only corporate and individual naming rights and sponsorship agreements are covered by this Policy. The process for naming of streets is covered in the Street Naming Policy dated June 24, 2013.
- 3.03** Naming rights arrangements that pre-date this Policy are not subject to its terms.

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Approved by:	Sherry Person, City Manager		

4 RESPONSIBILITY

4.01 City Council:

- (a) Approval of the policy and all amendments.
- (b) Approval of an Inventory Valuation of Assets to be developed by Administration before sponsors are approached or Agreements made.
- (c) Approval of all Naming Rights and Sponsorship Agreements if no Inventory Valuation of Assets Listing is approved.
- (d) Mayor and City Clerk to execute all Naming Rights & Sponsorship Agreements on behalf of the City of Prince Albert.

4.02 Director of Community Services or Designate:

- (a) Assess all proposals to confirm date and duration, sponsor contribution, market value assessment of the contribution and appropriate recognition.
- (b) Compare proposals to ensure consistency between sponsor agreements.
- (c) Ensure the process for tracking and reporting all sponsorship agreements is developed.
- (d) Direct resources to develop and manage an Inventory Valuation of Assets available for sponsorship consideration.
- (e) Seek concept approval from City Council prior to initiating negotiations with a potential sponsor for those projects that may be sensitive in nature or that include naming rights.
- (f) Director of Community Services will work with the City Solicitor in developing consistent conditions for the naming rights and sponsorship agreements.
- (g) Prepare recommendations to City Council in accordance with the policy.

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- (h) Approve all Naming Rights and Sponsorship Agreements where an Inventory Valuation of Assets Listing has been approved by City Council based on the Policy.

5 DEFINITIONS

5.01 In this Policy:

- (a) THE CITY – means the City of Prince Albert, its departments and staff.
- (b) CITY PARKS – are owned and managed by the City, used for public recreation purposes and shall include developed and undeveloped park areas and open spaces, trails, greenways and plazas.
- (c) CITY FACILITIES – are City owned facilities used to conduct City business and where the general public gathers for social, recreation, cultural and other related purposes. It shall include individual rooms, spaces and features within buildings such as ice pads, soccer fields, gymnasiums; and amenities within parks and open spaces such as picnic shelters, sport fields, bandstands, playgrounds, garden areas, etc.
- (d) CORPORATE NAMING RIGHTS – means a mutually beneficial business arrangement wherein an organization provides goods, services or financial support to the City in return for access to the commercial and/or marketing potential associated with the public display of the organization’s name on a City property for a fixed period.
- (e) DONATIONS – are cash or in-kind contributions which provide assistance to the City. Donations do not constitute a business relationship since no reciprocal consideration is sought. Subject to the Income Tax Act of Canada and the guidelines and policies of the Canada Revenue Agency, donations over \$10.00 may qualify for a tax receipt.
- (f) HONOURIFIC or COMMEMORATIVE NAMING means the naming of City property without return consideration. It is bestowed by the City to recognize the service, commitment or other type of contribution by an individual, group or organization.

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- (g) **INDIVIDUAL NAMING RIGHTS** means the naming of City property in return for a financial or in-kind contribution from an individual or their estate. Typically, such support is given to enhance the community and to help sustain the property in question for a negotiated period of time.
- (h) **SPONSORSHIP** is a mutually beneficial business arrangement wherein an external party (individual, company, organization or enterprise), whether for profit or otherwise, provides cash and/or in-kind services to the City in return for commercial advantage. This payback may take the form of recognition, acknowledgement, promotional consideration, merchandising opportunities, etc. Because of these marketing benefits, a sponsorship does not qualify for a tax receipt.
- (i) **DIRECTOR** – means the Director of Community Services or Designate.
- (j) **CIVIC PARTNER** – An arms-length, not-for-profit organization that has a formal and legal relationship to provide services, programs and/or manage and care for City assets in conjunction with, or on behalf of the City of Prince Albert.
- (k) **VALUE IN-KIND** – A sponsorship received in the form of goods and/or services rather than cash.
- (l) **VALUE ASSESSMENT** – A determination of the value that a sponsor will receive as a purchaser of specific naming rights and/or sponsorship and may include tangible and intangible benefits.
- (m) **ASSET ANALYSIS** – A comprehensive review of an asset’s overall value as it relates to sponsorship or naming opportunities.

6 REFERENCES and RELATED STATEMENTS of POLICY and PROCEDURE

6.01 Street Naming Policy.

6.02 Donation Policy.

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Approved by:	Sherry Person, City Manager		

7 CRITERIA

7.01 Individual/Organization Naming Rights

The following criteria shall be used in evaluating the merit of each City Park and Facility naming request. There are four potential sources of names for Parks and Facilities as outlined below. Generally, it is preferred that the name reflects the location or a historic factor. When there is no predominant location or historic factor, under special circumstances, other naming sources may be considered.

- (a) The name could reflect the location of the Park or Facility. The location might be easily identified by a well-known bordering street, natural feature, neighbourhood, subdivision, the school on which it is located or other factor. Such criteria will allow citizens to easily identify with the location of the Park or Facility.
- (b) The name could commemorate a historic event or event of cultural significance.
- (c) The name could commemorate a person important to the City. Consideration will be given to enable diversity and gender equity where applicable. The nominated person must have made an exceptional positive contribution to parks, recreation or culture relating to the Park or Facility being named. Nominations will not be accepted by immediate family members. Recognition of individuals, whose contributions have been appropriately recognized in other City venues or by other means, shall be avoided.
- (d) The name could recognize a person, organization or corporation that has made a substantial contribution to the City, including financial, value in-kind or property donation to the City relative to parks, recreation & culture. Corporate names shall not be considered for the naming of Parks but may be considered for trails and greenways, facilities, or assets within Parks or Facilities.

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7.02 Other Naming Rights Considerations

- (a) Individuals currently holding elected office, currently working for the City or actively serving on any City standing or selection committee shall not be considered for naming.
- (b) The City will perform a social responsibility review for all potential naming. This review would include, but not be limited to, pending lawsuits, public statements, associates and associated businesses. Naming must be seen to bring value and not undue controversy to the City. Regardless if the potential naming of an individual or corporation has not been convicted of a serious offence under the Criminal Code of Canada or under other legislation, there may be other issues effecting the suitability for naming.
- (c) Names that duplicate or sound as if they duplicate existing Park or Facility names or are otherwise confusing shall not be considered.

7.03 Sponsorship

- (a) An external party may contribute, in whole, or in part, funds, goods, or services to an approved City facility, public park, open space, program, event, or activity where such sponsorship is mutually beneficial to both parties and in a manner consistent with existing criteria, guidelines and policies set by the City.
- (b) The sponsorship arrangement must support the goals, objectives, policies and bylaws of the City of Prince Albert and be compatible with, complimentary to, and reflect the City's Strategic Plan.
- (c) The City will select the most appropriate sponsors using the following criteria:
 - i) Quality and timeliness of product and service delivery.
 - ii) Value of product, service, cash provided to the City.
 - iii) Cost/Risk to the City to service the agreement.
 - iv) Compatibility of products and services with City policies and standards.
 - v) Marketplace reputation of the sponsor.

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- vi) Record of sponsor's involvement in community projects and events.
- (d) Recognition provided to sponsors is subject to negotiation (ie. Advertising, signage, product sampling, brand name) and must meet the following criteria:
 - i) Be of an acceptable standard and in good taste.
 - i) Not present demeaning or derogatory portrayals of individuals or groups.
 - ii) Not contain anything which, in light of generally prevailing community standards, is likely to cause deep or widespread offense.
- (e) The sponsorship arrangement must be limited in scope and application to the City or project under consideration, and shall not involve any form of a risk-sharing venture.
- (f) Any marketing associated with sponsorship must be appropriate for the target market. As an example, products that cannot be legally sold to minors cannot be associated with sponsorship for programs and events that are targeted to minors.
- (g) Satisfying one or more of the eligibility criteria listed above does not assure a recommendation from the Director of Community Services for City Council approval.

8 GUIDELINES

8.01 Guidelines Associated with Community & City Initiated Nominations for Naming Rights & Sponsorship Agreements

Individuals or organizations initiating the naming and/or sponsorship process shall submit a written request along with justification to the Director of Community Services.

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- (a) The request shall include:
- i) The proposed name or sponsorship proposal.
 - ii) The value of all funds, goods and services to be provided and the recognition to be provided in return.
 - iii) Evidence of community support for the proposed name or sponsorship opportunity.
 - iv) A fixed term of up to a maximum of Ten years unless otherwise approved by City Council.
 - v) The responsibility for insurance, licenses, permits, safety, security and public health.
 - vi) Revisions to the sponsorship agreements are subject to the same approval as the original sponsorship agreement.
 - vii) Long-standing sponsorship agreements that pre-date this policy may continue upon the approval of City Council.

8.02 Guidelines Associated with Fundraising Campaigns

The naming of Parks or Facilities in association with fundraising campaigns may be considered under the following conditions:

- (a) Organizations affiliated with the City that desire to raise funds for a City-sponsored project must receive a recommendation from the Department of Community Services when it relates to City owned Parks or Facilities and must receive approval from City Council prior to attaching naming opportunities or sponsor recognition to the fundraising campaign.
- (b) Organizations conducting fundraising campaigns with naming and sponsorship opportunities attached must immediately notify City staff when a naming proposal is under consideration in order to facilitate an administrative review.
- (c) Naming and sponsorship proposals that promote alcohol, tobacco products, Marijuana, Edibles, Vaping Products or political organizations will not be considered.
- (d) Acceptance of a naming or sponsorship proposal by an organization conducting a fundraising campaign must be considered conditional

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pending a review and recommendation by the Director of Community Services to City Council. A final approval by City Council is required.

9 PROCEDURE

9.01 General

- (a) Issues regarding the interpretation or application of this Policy are to be referred to the Community Services Department.
- (b) In accordance with the principles and criteria contained in this Policy, the solicitation, negotiation and administration of naming rights and sponsorship are to be conducted by authorized City staff only.
- (c) All naming rights and sponsorship must be evaluated for compliance with this Policy. The Department of Community Services is responsible for ensuring that all naming rights and sponsorship holders along with the executed agreements comply with this Policy and that staff abide by the provisions of this Policy.
- (d) All Naming Rights and Sponsorship Agreements will be in the form of a legal contract. For such sponsorships, the Community Services Department shall consult with the City Solicitor's Office regarding appropriate terms and conditions and consider inclusion of the following provisions:
 - i) A description of the contractual relationship, specifying the exact nature of the Agreement;
 - ii) The term of the Agreement;
 - iii) Renewal options, if permitted;
 - iv) The value of the consideration and, in the case of in-kind contributions, the method of assessment;
 - v) The payment schedule;
 - vi) Rights and benefits;
 - vii) Release, indemnification and early termination clauses as appropriate;
 - viii) Insurance clauses;
 - ix) Confidentiality terms;

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- x) A statement acknowledging that the sponsorship may be subject to provisions of the Municipal Freedom of Information and Protection of Privacy Act; and
 - xi) A statement that all parties are aware of, and agree to comply with, the provisions of this Policy.
- (e) The City's profile and responsibility as owner/operator of the Facility must be ensured throughout the Agreement with the external organization or corporation.
- (f) The granting of naming rights will not entitle a naming entity to preferential treatment by the City outside of the Naming Rights Agreement.
- (g) The City will not relinquish any aspect of its right to manage and control a Facility through a Naming Rights Agreement.
- (h) An asset analysis and value assessment will be completed to determine the value of the asset in the marketplace.
- (i) All proceeds generated by the City for Naming Rights and Sponsorship Agreements shall be used for:
- i) Enhancement and maintenance of the named Facility and operation.
 - ii) The provision of programs and services directly related to the Facility's mandate and operation.
 - iii) Subject to the Agreement, the proceeds received may be designated for another City owned Facility.
 - iv) All revenues and expenses pertaining to a Naming Rights or Sponsorship Agreement will be included in the Department's budget.
- (j) Naming and sponsorship rights may only be transferred or assigned by a naming rights and sponsorship holder with the consent of the City. Where a company changes its name, the naming rights may, with the consent of the City and at the expense of the naming rights holder, be modified to reflect the new name.

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- (k) The City will not endorse the products, services, or ideas of any naming right holder and naming rights holders are prohibited from implying that their products, services or ideas are sanctioned by the City.
- (l) The terms and conditions of the Naming Rights Agreement will not conflict with the terms and conditions of the existing lease, license, and agreement(s) with the City.
- (m) All corporate and individual Naming Rights Agreements must be for a fixed term, not exceeding ten (10) years unless approved by City Council. Every such Agreement will include a sunset clause specifying the duration of the naming opportunity. Individual and corporate naming rights may be subject to renewal upon mutual agreement.
- (n) At its sole discretion, the City reserves the right to terminate the Naming Rights Agreement prior to the scheduled termination date, without refund of consideration, should it feel it is necessary to do so to avoid the City being brought into disrepute.
- (o) The terms and conditions contained within a Naming Rights or Sponsorship Agreement are to be approved by the Director of Community Services or designate and City Council.
- (p) The Director of Community Services is responsible for preparing and presenting a Report for Council on the content of the negotiated Naming Rights or Sponsorship Agreements. Upon Council approval, the Mayor and City Clerk shall execute the Agreement.



City of Prince Albert

RPT 24-19

TITLE: Prince Albert Golf & Curling Club Trust Fund - Dumbwaiter Repair & Service

DATE: January 12, 2024

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That \$15,207 be approved from the Prince Albert Golf & Curling Club Trust Fund in support of the Dumbwaiter Supply & Installation.

TOPIC & PURPOSE:

The purpose of the report is to recommend funding assistance from the Prince Albert Golf & Curling Club Trust Fund in support of the Dumbwaiter Repair & Service.

BACKGROUND:

The Community Services Department received correspondence dated January 3rd, 2024 from the Prince Albert Golf & Curling Club requesting funding assistance from the Prince Albert Golf & Curling Club Trust Fund in support of the Dumbwaiter Repair & Service.

The Prince Albert Golf & Curling Club Trust Fund is funded as per Section 8 of the Lease Agreement between the City of Prince Albert and the Prince Albert Golf & Curling Club. A City Council resolution is required in order to access any funding support from the Trust Fund.

As a result, the report is submitted for consideration at the January 22nd, 2024 City Council meeting.

PROPOSED APPROACH AND RATIONALE:

The Dumbwaiter serves as an important piece of equipment at the Prince Albert Golf & Curling Club that is required to transport operational items such as food and dishes between the multiple floors of their main building. Unfortunately, mechanical issues were experienced with the previous equipment during 2023 which required major repair and service attention which included the following:

- Supply & Installation of 1 New Landing Door & Frame.

- Repair/Replacement of Controller Components.
- Supply & install a new retiring Cam assy.
- Supply & install a new travelling cable.
- Supply & install of new light guards.
- Cleaning, lubrication and final testing of Unit.

This unexpected expenditure resulted in the Prince Albert Golf & Curling Club considering their funding options. The review process lead to the request to access funding support from the Trust Fund as per Section 8 of the Lease Agreement.

CONSULTATIONS:

Consultations included the Prince Albert Golf & Curling Club Executive and Access 2000 Elevator & Lift Inc.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Upon approval of the funding support, the Community Services Department will work in conjunction with the Financial Services Department to access the requested funding from the Trust Fund and issue payment to the Prince Albert Golf & Curling Club.

FINANCIAL IMPLICATIONS:

The balance of the Prince Albert Golf & Curling Club Trust Fund is approximately \$45,000 as of December 31st, 2023. Therefore sufficient funds exist to support the request in funding in the amount of \$15,207 in support of the Dumbwaiter Repair and Service.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no further options for consideration or any policy, privacy or Official Community Plan implications.

STRATEGIC PLAN:

The request for funding support aligns with the City's Strategic Priority of Delivering Professional Governance. The allocation of annual funding to the Trust Fund assists the City in meeting their requirements under the Lease Agreement with the Prince Albert Golf & Curling Club.

PUBLIC NOTICE:

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

ATTACHMENTS:

1. Letter dated January 3rd, 2024 - PAG&CC Trust Fund.
2. Invoice dated November 27th, 2023 - Dumbwaiter Supply & Installation.
3. Lease Agreement - Prince Albert Golf & Curling Club Inc.

Written by: Jody Boulet, Director of Community Services

Approved by: City Manager

PRINCE ALBERT
GOLF AND CURLING CENTRE

January 3, 2024

Dear Jody,

RE: Prince Albert Golf & Curling Club Inc.
Prince Albert Curling Club Trust Fund

I am writing on behalf of our board to request funding for one of our capital improvement initiatives from the Curling Club's Trust fund as per our lease agreement.

Our dumbwaiter has been out of commission for almost a year and we have been fortunate that we have been able to do a major repair and not have to replace it completely. The cost was \$15,000 (see attached bill).

We would like to access \$15, 000 to assist us in this payment.
Please contact one of us if there are any questions regarding our request.

Thank you in advance for your consideration.

Sincerely,



President, Prince Albert Golf & Curling Center

CONTACTS

Sandy Keating 306-961-5842 sandykeating75@gmail.com
Darcy Myers 306-961-0394 gm.pagc@sasktel.net



805 Avenue P South
 Saskatoon, SK Canada S7M 2Y2
 Phone: (306) 975-1171
 Fax: (306) 934-6900
 www.access2000.ca

"The Accessibility Specialists"

INVOICE

Invoice No.: 2028756
 Date: Nov 27, 2023
 Page: 1

Sold to: Prince Albert Golf & Curling Club

Ship to:

900 22nd Street East
 Prince Albert, SK S6P 1V1
 Canada

Prince Albert Golf & Curling Club
 900 22nd Street East
 Prince Albert, SK S6P 1V1
 Canada

Quantity	Description	Unit Price	Tax code	Amount
1	Invoice For the Repairs to the Dumbwaiter including: Supply and installation of 1 New landing Door & Frame Repair/ replace controller components Supply and install a new retiring Cam assy Supply and install a new travelling Cable Supply and installation of new light guards Cleaning, lubrication and final testing of Unit.	13,700.00	GP	13,700.00
	Subtotal:			13,700.00
	GP - GST 5%, , PST 6%,			685.00
	GST			822.00
	PST			
GST: #13716 2061 PST: #1646652				
Comment: <i>Payable Upon Receipt; 2%/Month Carrying Charge Over 30 Days</i>			Total Amount	15,207.00
GST is 0% rated unless indicated above GST: # 137162061				

LEASE AGREEMENT

THIS AGREEMENT made in duplicate this 20 day of December, A.D. 2022.

BETWEEN:

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

and

THE PRINCE ALBERT GOLF AND CURLING CLUB INC., in the Province of Saskatchewan (hereinafter referred to as "the Club")

WHEREAS as the City and the Club entered into a certain Memorandum of Agreement dated the 10th day of January, A.D. 1967 (hereinafter referred to as "the '67 Agreement"), which said Agreement was approved by Bylaw No. 3 of 1967 of the City of Prince Albert and which Bylaw was approved by the voters of the City of Prince Albert and thereafter approved by a special act of the Legislature of the Province of Saskatchewan and assented to on the 1st day of April, A.D. 1967, and being An Act to confirm a Certain Bylaw of the City of Prince Albert, Chapter 99 of the Statutes of Saskatchewan, 1967;

AND WHEREAS the '67 Agreement was amended by agreement dated December 22, 1982 and further amended by agreements dated June 2, 1987, December 21, 1999, December 21, 2017 and December 19, 2019 (hereinafter referred to as "the 2019 Agreement");

AND WHEREAS City Council through its Director of Community Services or designate has authority to participate directly with the Club in the operation and maintenance of the Club Facility;

AND WHEREAS the Club, pursuant to the 2019 Agreement, carries and supports certain activities conducive to curling, golf, and other social activities of interest in the City and its surrounding area, on property owned by the Club and commonly known as the Prince Albert Golf and Curling Club Facility (hereinafter referred to as "the Club Facility"), which is situated on land owned by the Club and legally described as Parcel A, Plan 67PA11526, ext. 0 and Parcel C, Plan 83PA01450 , ext. 0 and as outlined on the Plan identified as Schedule "A" attached hereto and forming part of this Agreement (hereinafter referred to as "the Lands");

AND WHEREAS the Golf Pro Shop and parking lot are also situated on the Lands which the City currently leases and wishes to continue leasing from the Club on a long term basis;

AND WHEREAS it is deemed expedient at this time for the parties to update and amend the 2019 Agreement for purposes of addressing issues of ownership, lease renewal, operations, cost sharing and financial planning to ensure the long term viability of the Club;

AND WHEREAS it is the desire of both parties that the specific terms, conditions and other provisions relating to these issues be set out as hereinafter provided.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. That in consideration of the covenants and agreements hereinafter reserved and contained on the part of the City an annual payment of \$65,000.00, to be paid by the City, observed and performed, the Club hereby agrees to renew its lease with the City for that portion of Lands on which the Golf Pro Shop and parking lot are situated as identified on the Plan attached hereto and marked as Schedule "A", on terms and conditions as hereinafter set out.
2. To have and to hold the Leased Premises, and the appurtenances for an additional term of one (1) year, to be computed from the first day of January 1, A.D., 2023.
3. Notwithstanding anything contained in this Agreement, the Club acknowledges and agrees the City has the exclusive right to contract out the operation and management of the Golf Pro Shop. The parking lot comprising a portion of the Leased Premises shall be utilized by the City in conjunction with the operation of the Cooke Municipal Golf Course and by the Club in conjunction with the operation of the Club Facility.
4. The Club shall continue to govern, control and manage the Club Facility within terms of reference established by agreement with the City.
5. The Club covenants and agrees to properly care for and look after the buildings, fences or other structures and improvements comprising the Club Facility.
6. A Committee of representatives from the Club shall hold such meetings with the Director of Community Services or designate as may be deemed necessary by either party hereto. The Committee shall meet at least twice each, or at the call of the Director

of Community Services or designate and/or the Club as deemed necessary by the Committee. Such subsequent recommendations will be brought forward to the Club and the Council of the City as it deems necessary to carry out the terms of this Agreement or otherwise.

7. The Club's financial statements shall have a Review Engagement performed annually by a registered and licensed Chartered Professional Accountant (CPA), with the opinion of the CPA attached to the financial statements for the year ending September 30th.

8. The parties covenant and agree to maintain a **Prince Albert Golf and Curling Club Trust Fund** for the Club Facility to which the parties mutually agree to jointly deposit monies as hereinafter provided. The said monies shall be deposited into a trust fund to be held in cash or easily realizable securities as a reserve, such fund to be administered jointly by the Club and the City. The purpose of the trust fund is for capital improvements as prioritized in the Five (5) Year Capital Plan. The City shall contribute \$10,000.00 per year to the Prince Albert Golf and Curling Club Trust Fund subject to the Club's contribution commitments for previous and future improvements.

9. The City shall establish a **Mechanical Equipment Reserve** and contribute \$10,000.00 annually. The purpose of the reserve is to cover the upkeep costs related to the following:

- (a) Structural components of the building i.e. roof and structural component of the walls, including exterior finishes (no interior finishes, renovations, or decorations).
- (b) Heating, ventilation, air conditioning and ice plant refrigeration systems:
 - (i) Maintenance and repairs; and
 - (ii) Replacement Program
- (c) Grounds Maintenance – exterior of building including parking lot.
- (d) Mechanical Equipment requirements and Leasehold improvements for the Golf Pro Shop.
- (e) This shall include replacement of major electrical, plumbing, sewer and water services.
- (f) It shall not be used for normal day to day repairs or maintenance costs.

10. The Club covenants and agrees to perform or be responsible for the following obligations:

- (a) That a representative from the City of Prince Albert be appointed as an advisor to the Board of Directors of the Club.
- (b) It shall be the responsibility of the Club to establish a five (5) year Business Plan. The Five (5) Year Business Plan shall be updated by the Club on an annual basis.
- (c) During the term of this Agreement or any renewal hereof, it is understood the Club shall continue to operate the Club Facility (lounge, kitchen facility, tee room, meeting rooms, locker rooms, curling facility, parking lot and all related infrastructure) and the City of Prince Albert shall continue to operate the Cooke Municipal Golf Course and the Golf Pro Shop.
- (d) That the ownership of all land and ownership of the Club Facility including the Golf Pro Shop be transferred to the City of Prince Albert if the Prince Albert Golf and Curling Club Inc. was to dissolve.

11. The City covenants and agrees to place and maintain insurance at the City's expense adequate in the opinion of the City to cover loss by fire, lightning and/or tempest, or other acts of God in respect to all buildings on the Lands, with loss under the policies of insurance payable to the City of Prince Albert and in case of payment of such insurance monies to the City, the said monies shall be deposited into and used in accordance with the Prince Albert Golf and Curling Club Trust Fund contemplated in Clause 8 hereof.

12. The City Council, through its annual budget deliberations, shall have final review and approval, after consultation with the Club, of all such expenditures which the City undertakes under the Mechanical Equipment Reserve.

13. All proposed expenditures from the Prince Albert Golf and Curling Club Trust Fund shall be jointly compiled by the City and the Club in the format of a five (5) year Capital Plan to be reviewed annually by both parties. All expenditures from the Prince Albert Golf and Curling Club Trust Fund shall require approval from City Council and the Board of Directors of the Prince Albert Golf and Curling Club Inc.

14. It is agreed by both parties that the Prince Albert Golf and Curling Club Five (5) Year Capital Plan, shall continue to form the basis of all future development and building

programs and expenditures for improvements to the Club Facility or any other improvement on or to the Lands. Both parties further agree to endeavor to work towards accomplishment of the proposals set out in the Five (5) year Capital Plan and shall not undertake any improvements or expenditures contrary to the Five (5) year Capital Plan without the written consent of the other party.

15. The City may at its option, and without prejudice to the City's right to enforce the covenants set forth in this Agreement and the initial constituting '67 Agreement; terminate the term hereby demised or any renewal thereof on breach by the Club, upon one hundred eighty (180) days written notice provided that no such notice is to be mailed without the Club first having an opportunity to meet with City Council. It is further acknowledged and agreed that any one or number of breaches, or failure to fulfill the obligations of the parties to this Agreement, will not create a right or license through acquiescence wittingly or unwittingly by either party hereto.

16. That any notice which is required to be given under the terms of this Agreement may be effectually given by the Parties hereto by mailing the same by registered mail as follows:

Club's Address: Prince Albert Golf & Curling Club Inc
900 – 22 Street East
Prince Albert, SK S6V 1P1

City's Address: The City of Prince Albert
1084 Central Avenue
Prince Albert, SK S6V 7P3

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

17. This Agreement shall be binding upon the parties hereto and their respective successors and assigns during the continued operation of the Club under the terms and provisions of the within Agreement.

18. It is further understood and agreed by and between the parties hereto that in the event of a dispute arising hereunder which cannot be settled by direct negotiation between the parties hereto, the said dispute shall be submitted to arbitration under the provisions of *The Arbitration Act, 1992*, of the Province of Saskatchewan or such alternative or substitute procedure as may be in force in the Province of Saskatchewan at the time of the said dispute.

19. The parties agree that the 2019 Agreement is hereby amended to the extent necessary to give full force and effect to this Agreement.

20. This Agreement shall not be assignable except with the consent and approval of the Council of the City of Prince Albert.

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 21st day of December, A.D. 2022.

THE CITY OF PRINCE ALBERT



MAYOR



CITY CLERK

IN WITNESS WHEREOF the Prince Albert Golf and Curling Club Inc. has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this 20 day of December, A.D. 2022.

**PRINCE ALBERT GOLF AND
CURLING CLUB INC.**



PRESIDENT



VICE-PRESIDENT



City of Prince Albert

RPT 24-6

TITLE: Destination Marketing Levy Grant Funding Policy Changes

DATE: January 16, 2024

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the 89.4 Destination Marketing Levy Policy be approved.

TOPIC & PURPOSE:

To forward for consideration amendments to the Destination Marketing Levy Grant to update the DMF processes with the new DMF administrator in place.

BACKGROUND:

The Destination Marketing Levy Advisory Committee, at its meeting on January 9, 2024, reviewed and agreed on four policy changes for the Destination Marketing Levy Grant which are to be forwarded to council for approval.

The Destination Marketing Levy Policy states that the Destination Marketing Levy Funds are to be utilized for events that generate hotel room night stays in the City of Prince Albert Hotels. The event shall generate overnight stays in Prince Albert.

The City of Prince Albert City Council is committed to investing proceeds from the levy into growing existing events, attracting new events to Prince Albert and supporting repairs or upgrades of a capital nature that are required to host a specific event in Prince Albert.

The objectives of this Policy are to:

- attract events to the City of Prince Albert;
- attract visitors to the City of Prince Albert, and in so doing, generate significant economic benefit for the community, specifically the hotels;
- enhance the profile and visibility of the City of Prince Albert, provincially, nationally, and internationally;
- fund events that will have a positive impact on tourism visitation and spending within Prince Albert;
- increase occupancy at member hotels.

PROPOSED APPROACH AND RATIONALE:

The administration is providing for consideration the following, which is outlined and highlight in the attached policy.

- A) To amend the policy deadline to submit applications from 3 weeks prior to regular scheduled meeting dates, to 6 weeks before the event if funds requested are up to \$10,000, and 8 weeks if funds requested are over \$10,000. This allows more time to process the applications with the administrator being outside of City Hall. DMF meetings are now only scheduled when needed not on a regular monthly basis.
- B) To add to the policy payment of the two installments of 40% upon signing the agreement and 60% upon approval of the final report and adding a 100% payment option after the final report has been approved. This will give the organizations the option if funds are not needed before the event takes place and shorten the process for the administrator.
- C) To amend the policy requirements to include the Event Sponsorship Package with the DMF application when submitted if applicable. By providing this information the committee is fully informed of all the details of funding requests for themselves and others sponsoring the event.
- D) To increase the minimum number of hotel room nights from 0 to 20 to receive the \$1,500 funding. This will eliminate the smaller events that do not have the same economic impact on the community and not produce overnight stays in the city.

FINANCIAL IMPLICATIONS:

This report is recommending approval from City Council for consideration amendments to the Destination Marketing Levy Policy 89.3 for the revised funding model.

The Destination Marketing Levy Reserve is projected to have a surplus balance of \$1,247,222 with the events approved to date for DMF Funding along with the approved allocation from the 2024 Budget.

This factors the new approved ones of:

Female Tournament - 60%	\$5,700.00	
PAGC Men's Recreation Tournament	\$30,000.00	
2024 Senator's Cup	\$30,000.00	
Fine Arts Festival	\$8,000.00	
U15 Boys Community Club Hockey Tournament	\$6,000.00	
Remaining Hockey Tournaments	\$30,000.00	
		\$109,700.00

OTHER CONSIDERATIONS/IMPLICATIONS

There are no privacy implications, official community plan implementation strategies or options to the recommendations.

STRATEGIC PLAN:

The City Strategic Plan 2023-2025 aims to ALIGN City resources to assist community partners to coordinate events which promote Prince Albert as a vibrant and diverse City.

PUBLIC AND/OR STAKEHOLDER INVOLVEMENT:

Direction has been provided by the Destination Marketing Levy Advisory Committee to Administration to bring forward a report regarding these changes to the Destination Marketing Funding Grant Model Policy for consideration.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

A report will be forwarded for consideration by City Council regarding a revised Destination Marketing Levy Funds Grant Policy changes.

POLICY IMPLICATIONS:

The current Destination Marketing Levy Policy 89.3 will be amended as approved and updated on the City's Website. The changes for grant funding can be shared with Host Committees applying for grants.

PUBLIC NOTICE:

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

ATTACHMENTS:

1. 89.3 Destination Marketing Levy Policy
2. Draft 89.4 Destination Marketing Levy Policy

Written by: Trina Bell, Tourism Coordinator

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

Statement of Policy and Procedure			
Department:	City Manager	Policy No.	89.3
Section:	City Manager	Issued:	June 26, 2017
Subject:	Destination Marketing Levy Policy	Effective:	June 13, 2022
Council Resolution # and Date:	Council Resolution No. 0226 dated June 13, 2022	Page:	1 of 13
		Replaces:	Policy No. 89.2
Issued by:	Sherry Person, City Manager	Dated:	April 29, 2019
Approved by:	Sherry Person, City Manager		

1 POLICY

1.01 Destination Marketing Levy Fund Grants - Eligibility

The Destination Marketing Levy Funds are to be utilized for events that generate hotel room night stays in the City of Prince Albert Hotels.

The funds will be considered using the following eligibility criteria:

- a) Applications are screened on a first come first served basis.
- b) Destination Marketing Fund Applications shall be provided three (3) weeks prior to regular scheduled meeting dates, or the Application may be denied.
- c) If Application is approved, payments will be allocated in two (2) installments:
 - i. 40% upon signing the Funding Agreement; and,
 - ii. 60% upon approval of the event Final Report by the Destination Marketing Levy Advisory Committee.

*** certain terms and conditions apply.*
- d) The level of profit generated by an event has no bearing on eligibility for funding.

- e) Large events that are deemed to be City wide in impact may be funded at a level that exceeds the recommendation generated by the evaluation metrics.
- f) The event shall generate overnight stays in Prince Albert.
- g) The applicant and/or host organization shall have no outstanding taxes, utility charges or other amounts owing to The City of Prince Albert, and all properties owned by the organization must be free of any City of Prince Albert Building and Safety Maintenance Orders.
- h) Funds shall be used directly and must not be channeled through another organization.
- i) Funds shall not be reinvested or used for any purposes other than stated in the application.
- j) Funds not used within twelve (12) months of the event date, shall be returned to the City of Prince Albert.
- k) Event Final Report shall be submitted within sixty (60) days of the event.
- l) Funding Agreement shall be signed prior to any funds being disbursed.

The funds do not apply to the following situations:

- a) Retroactive applications are not permitted.
- b) Accommodations provided to patients or residents of a hospital, personal care home, or residential care facility.
- c) Accommodations provided to patients and/or the family of patients while attending for medical care and treatment.
- d) Accommodations provided to a student by a registered educational institution while the student is registered at and attending that institution.
- e) Accommodation supplied for a person undertaking an apprenticeship or trade certification.
- f) Accommodation supplied by employers to their employees in premises owned and/or operated by or on behalf of the employer.

- g) Accommodation provided to evacuees or as provided on a temporary basis by the provincial or federal government, or any other agency.
- h) Tent or trailer sites supplied by a campground, tourist camp or trailer park.
- i) Hospitality rooms that do not include a bed.
- j) Socials, weddings and family celebrations.
- k) Accommodations provided in establishments in which fewer than three (3) bedrooms are available for rent.

1.02 Event Recruitment Initiatives

The Destination Marketing Levy Funds may be utilized to a maximum annual allocation of \$10,000 for the purpose of Event Recruitment Initiatives by City Administration, conditional upon approval by the Destination Marketing Levy Advisory Committee.

1.03 Promotional and Marketing Materials

The Destination Marketing Levy Funds may be utilized to a maximum annual allocation of \$10,000 for the purpose of purchasing materials relating to the marketing and promotion of the Destination Marketing Levy Funds, conditional upon approval by the Destination Marketing Levy Advisory Committee.

2 PURPOSE

2.01 The City of Prince Albert City Council is committed to investing proceeds from the levy into growing existing events, attracting new events to Prince Albert and supporting repairs or upgrades of a capital nature that are required to host a specific event in Prince Albert.

2.02 The objectives of this Policy are to:

- attract events to the City of Prince Albert;
- attract visitors to the City of Prince Albert, and in so doing, generate significant economic benefit for the community, specifically the hotels;
- enhance the profile and visibility of the City of Prince Albert, provincially, nationally, and internationally;
- fund events that will have a positive impact on tourism visitation and spending within Prince Albert; and,
- increase occupancy at member hotels.

3 SCOPE

3.01 Funding Categories

Applicants are to select the funding category from the following four (4) categories:

1. New Event

This category is typically suitable for applicants looking to bring an existing event to Prince Albert that has not been held in the City for at least three consecutive years or create a brand new event to be held in Prince Albert.

2. Event Retention

This category is typically suitable for an event that has a history of being hosted in Prince Albert but is in jeopardy of no longer being hosted in Prince Albert or being shortened as a result of a variety of reasons, including but not limited to finances or a competitive bid from another community.

3. Growing an Existing Event

This category is typically suitable for an event that has a history of being hosted in Prince Albert but is looking to expand the event in order to attract a new market segment to the event which will result in increased room nights.

4. Capital Enhancements

This category is typically suitable for a new project that is required in order to host a specific event that generates overnight stays or a new capital project that will support future events generating overnight stays. Capital funding will not be approved for the purposes of regular maintenance. The capital enhancement(s) will be a legacy to the City as a permanent structure or fixture to remain for future users.

3.02 Funding Model for Grants

Destination Marketing Levy Funds will be funded as a Grant to Host Committees as per the confirmed hotel accommodations for the Event. The grant to be funded will be based on the following ratio criteria:

Destination Marketing Levy Committee CHAIRPERSON Approval - Grants for Funding up to \$5,000.	
Hotel Rooms	Maximum DMF Levy Funding
0-50	\$1,500
51-100	\$2,000
101-150	\$2,500
151-200	\$3,000
201-250	\$3,500
251-300	\$4,000
301-350	\$4,500
351-400	\$5,000

Destination Marketing Levy COMMITTEE Approval - Grants for Funding \$5,000 up to \$10,000.	
Hotel Rooms	Maximum DMF Levy Funding
401-450	\$5,500
451-500	\$6,000
501-550	\$6,500
551-600	\$7,000
601-650	\$7,500
651-700	\$8,000
701-750	\$8,500
751-800	\$9,000
801-850	\$9,500
851-900	\$9,900

City Council Approval - Grants for Funding over \$10,000.	
Hotel Rooms	Maximum DMF Levy Funding
901-1,000	\$15,000
1,001-1,200	\$25,000
1,201-1,500	\$30,000
1,501-1,999	\$35,000

Events of Significant Economic Impact - City Council Approval

Events of Significant Economic Impact - Must generate a minimum of 2,000 room nights. This includes large or special events that are an important component of the tourism industry, and they attract visitors. These events have a large economic impact and significance in the local host community, since the visitors will spend money during their travel and visit to Prince Albert that bring benefits. Such events include Worlds, Championships, etc. These events are approved by City Council.

4 RESPONSIBILITY

4.01 Applicant

- a) Complete the appropriate Destination Marketing Fund Grant Application Form as appended to this Policy.
- b) Forward the completed Application Form to the Administrator.
- c) Provide any further information requested by the Administrator relating to the funding request.
- d) Review and execute a Funding Agreement forwarded by the Administrator.

- e) If the funding request is over \$10,000, the Applicant will be advised of the date the funding request will appear before City Council for consideration and the process to appear as a delegation on the evening the funding request will be reviewed. **Applicants are not required to appear as a delegation**, but are encouraged to do so if they wish to raise public awareness of their event or if they desire an opportunity to speak directly to Council with regards to their event or their funding application.
- f) Ensure an event code or block code name has been arranged with the Hotels for tracking of hotel nights for the specific event, as that is required for the Final Report and final payment.
- g) Provide correspondence confirming the number of hotel rooms booked for the specific event applying for funding. The number of rooms booked are to be submitted along with the Final Report. The Final Report should also include the final revenues and expenses of the Event.
- h) Once the event has concluded, forward a completed Final Report within sixty (60) days of the event to the Administrator for endorsement prior to payment of any remaining funding. If the Applicant requires an extension to submit the Final Report, this will need to be submitted in writing to the Administrator.

4.02 Administrator

- a) Receive and process applications requesting funding from the Destination Marketing Levy.
- b) Review the application and any additional information / clarity sought. Conduct interviews with the Applicant (if necessary) to obtain or provide any additional information that may be required.
- c) Prepare report to be forwarded to the Secretary of the Destination Marketing Levy Advisory Committee. The report will attach the application being submitted.
- d) Forward a Funding Agreement to the Applicant for review and execution, although the Agreement will not be binding until a decision has been rendered.
- e) Advise the Applicant of the recommendations of the Destination Marketing Levy Advisory Committee being forwarded to City Council, if the funding request was over \$10,000.

- f) Responsible for making contact with the Applicant regarding the decision rendered.
- g) Responsible for forwarding a signed Funding Agreement by the Applicant to the City Clerk for signing by the Mayor and City Clerk, and providing a fully executed Funding Agreement back to the Applicant.
- h) Responsible for payment of the funding to the Applicant which is 40% of the approved funds to be advanced to the Applicant.
- i) Responsible for forwarding the Final Report to the Applicant to be completed to qualify for payment of the remaining approved 60% and obtaining the Final Report from the Applicant.
- j) Review and issue an extension to the Final Report if requested by the Applicant in writing.
- k) Responsible to review final reports submitted by the Host Committee and recommend approval or amendment of final payment of the remaining funding, and the Administrator will determine the final payment to be made based on confirmed hotel accommodations.
- l) Responsible for ensuring final payment is made to the Applicant once the Final Report has been approved by the Administrator.

4.03 Destination Marketing Levy Advisory Committee Chairperson

- a) Review and evaluate reports submitted by the Administrator to ensure the following:
 - i. applications received are in accordance with the general criteria outlined in this policy;
 - ii. application ensures that the objectives of the policy are met; and,
 - iii. Evaluation metrics is completed.
- b) Approve applications up to the amount of \$5,000, and request the Mayor and City Clerk execute the necessary Funding Agreement.
- c) Forward applications over \$5,000 to the Destination Marketing Levy Advisory Committee with a recommendation for consideration.
- d) Ensure the Administrator forwards approved Applications up to the amount of \$5,000 to the Destination Marketing Levy Advisory Committee for information of applications approved.

4.04 Destination Marketing Levy Advisory Committee

- e) Review and evaluate reports submitted by the Administrator to ensure the following:
 - iv. applications received are in accordance with the general criteria outlined in this policy;
 - v. application ensures that the objectives of the policy are met; and,
 - vi. Evaluation metrics is completed.
- f) Approve applications in the amount of \$5,000 to \$10,000, and request the Mayor and City Clerk execute the necessary Funding Agreement.
- g) Forward applications over \$10,000 with a recommendation to City Council for consideration.
- h) Monitor and evaluate the effectiveness of the Destination Marketing Levy Funds.
- i) Recommend to City Council any changes to this policy required to reflect changing priorities or to correct any inequities that may become apparent.

4.05 City Council

- a) Consider recommendations submitted by the Destination Marketing Levy Advisory Committee regarding applications for request of funding over the amount of \$10,000.
- b) Approve applications over the amount of \$10,000.
- c) Authorize the Mayor and City Clerk to sign all Funding Agreements with the Applicant once a decision has been rendered by City Council regarding an approved request over \$10,000.
- d) May, as required, instruct that the Administrator attach conditions to the approval of assistance under this policy which will require the recipient to perform certain activities or provide additional information in connection with the event receiving funding.
- e) Approve the Destination Marketing Levy Policy and any changes made thereafter.

4.06 Event Recruitment Initiatives

- a) City Administration to forward a report to the Destination Marketing Levy Advisory Committee regarding any request for funding from the Destination Marketing Levy Funds relating to Event Recruitment Initiatives by City Administration, up to a maximum annual allocation of \$10,000.
- b) Request for Event Recruitment Initiatives by City Administration will be forwarded to the Destination Marketing Levy Advisory Committee for review and approval.

4.07 Promotional and Marketing Materials

- a) City Administration to forward a report to the Destination Marketing Levy Advisory Committee regarding any request for funding from the Destination Marketing Levy Funds regarding purchasing materials relating to the marketing and promotion of the Destination Marketing Levy Funds, up to a maximum annual allocation of \$10,000.
- b) Request for Promotional and Marketing Materials by City Administration will be forwarded to the Destination Marketing Levy Advisory Committee for review and approval.

5 DEFINITIONS

- 5.01 Administrator – means the City Manager, Director of Community Services or their designate.
- 5.02 Applicant – means a person on behalf of an organization that submits an Application Form for funding of the Destination Marketing Levy Funds (ex. host organization representative).
- 5.03 Bed and Breakfast - means a dwelling unit in which the owner or operator use a portion of the dwelling for the purpose of providing, for remuneration, sleeping accommodation and one meal per day to guests, for periods of one week or less, and in which:
 - a) not more than three bedrooms within the dwelling unit are used to provide such sleeping accommodation;
 - b) the dwelling unit is the principal residence of the owner or operator of the bed and breakfast; and,
 - c) the meal which is provided is served before noon each day.

- 5.04 City - means The City of Prince Albert
- 5.05 Council – means the City Council of The City of Prince Albert.
- 5.06 Destination Marketing Levy Advisory Committee – means the Council Committee established to act as a review body for the Destination Marketing Levy, including Policy, Guidelines, and to provide recommendations to Council.
- 5.07 Destination Marketing Levy Funds – Funds that have been collected as per The City's Annual Property Tax Bylaw.
- 5.08 Event Recruitment Initiatives – An organizing body targeting communities for the hosting of events within their community (provincial, national or international organizations/events).
- 5.09 Hotel – means a use:
- a) where a building is designed and operated to provide temporary accommodation to the general public; and,
 - b) which may also contain additional commercial uses, facilities or services such as a restaurant, a dining room, room service or public convention rooms.
- 5.10 Motel – means use:
- a) where a building or a group of buildings on a site is designed and operated to provide temporary accommodation for the general public; and,
 - b) that contains separate sleeping units, each of which is provided with a separate outdoor entrance and adjoining or conveniently located parking space.
- 5.11 Secretary – means the City Clerk or designate appointed by the City Clerk.

6 REFERENCES and RELATED STATEMENTS of POLICY and PROCEDURE

- 6.01 Major Event Policy 6.1

7 PROCEDURE

7.01 The process to apply for funding is as follows:

Step One: Applicants are to select the funding category that best fits the criteria of the event as listed in this policy. Applicant is to complete the required Grant Application Form as per Funding Category and submit to the attention of the Administrator. The Administrator will forward a report along with the application to the Secretary.

Step Two: The Chairperson will review Applications with the Administrator up to the amount of \$5,000 and will approve the funding as per the Funding Model.

The Chairperson of the Destination Marketing Levy Advisory Committee will call an Advisory Committee Meeting to review applications requesting funding from the Destination Marketing Levy Funds in the amount of \$5,000 to \$10,000. The Advisory Committee, at its meeting, will review the application(s).

Step Three: The Destination Marketing Levy Advisory Committee will approve applications in the amount of \$5,000 to \$10,000. Applications over \$10,000, a recommendation from the Advisory Committee will go to City Council to approve the application. Funding recommendation is reviewed by City Council at a regularly scheduled meeting with a decision rendered during the Council meeting.

Step Four: The Administrator will be responsible for making contact with the Applicant, forwarding the Funding Agreement for signing.

Step Five: The Mayor and City Clerk will sign the Funding Agreement once signed by the Applicant.

Step Six: Once the Funding Agreement has been signed, the Administrator will forward 40% of the funding approved.

Step Seven: The Applicant will submit the required Final Report to the Administrator within sixty (60) days of the event, along with hotel confirmations of hotel rooms used for the event. If the Applicant requires an extension to submit the Final Report, this should be submitted in writing to the Administrator.

Step Eight: The Administrator will review final reports submitted by the Host Committee and recommend approval or amendment of final payment of the remaining funding.

Step Nine: Final report is reviewed and room nights verified. If actual room nights generated match or exceed projections, the final 60% approved grant is paid to the Applicant. If the actual room nights generated are less or more than projected, the funding model grant will be applied. If the confirmed hotel rooms generate a recommendation for funding that is lower or higher than what was previously supported, final payment will be adjusted accordingly.

The Administrator will determine the final payment to be made based on confirmed hotel accommodations.

Step Ten: Final payment is issued to the Applicant by the Administrator following endorsement of the Final Report.

7.02 Appendixes

- 7.02.01 New Event Destination Marketing Fund Grant Application and Criteria for Evaluation.
- 7.02.02 Growing an Existing Event Destination Marketing Fund Grant Application and Criteria for Evaluation.
- 7.02.03 Event Retention Destination Marketing Fund Grant Application and Criteria for Evaluation.
- 7.02.04 Capital Enhancements Grant Funding Application and Criteria for Evaluation.
- 7.02.05 Funding Agreement.
- 7.02.06 Final Report Form – New Event, Growing an Existing Event and Event Retention.
- 7.02.07 Final Report Form – Capital Enhancements.



DESTINATION MARKETING LEVY POLICY

7 PROCEDURE

7.02 Appendixes

7.02.01 New Event Destination Marketing Fund Grant Application and Criteria for Evaluation.

New Event Eligibility & Guidelines Destination Marketing Fund Grant

This category is typically suitable for applicants looking to bring an existing event to Prince Albert that has not been held in the City for at least three (3) consecutive years or create a brand new event to be held in Prince Albert.

To be eligible for the Destination Marketing Fund Grant, an event must generate overnight stays in Prince Albert.

In addition to the general guidelines, the following apply to New Event funding applications.

- To be eligible for Destination Marketing Fund Grant under the category “**New Event**”, the event for which funding is being sought must have never been hosted in Prince Albert or be an event that has been held in Prince Albert in the past but has not been held in the City for at least three (3) consecutive years.
- Events that have never been held in Prince Albert and generate overnight stays (limited to hotel/motel rooms, B&B rooms) may receive funding, with the approved funding paid out in two increments, forty (40%) percent after the Funding Agreement is signed and the remaining sixty (60%) percent after the Final Report has been received and projected room nights verified by the Destination Marketing Levy Advisory Committee.

Please contact destinationlevy@citypa.com or 306-953-4395 if you have any questions regarding this funding criteria.

Criteria for Evaluating New Event Destination Marketing Fund Grant Requests	
Criteria	Maximum Points Awarded
Number of room nights generated by event (limited to hotel/motel rooms, B&B rooms)	60
Seasonality of event (slow, medium, busy)	20
Guest expenditures	5
Event continuation (# of years)	5
Events part of a broader event attraction strategy	5
Media exposure (local, provincial, national, international)	2.5
Community capacity / local hosting group	2.5
Maximum Points Awarded	100

New Event Destination Marketing Fund Grant Application

Please provide the following information and attach additional information as required.

Application Date: [Click here for Calendar](#)

Amount of Destination Marketing Fund Requested: \$ [Enter amount here](#)

Organization Information:

Name of Organization requesting funding: [Click here to enter name.](#)

Contact Person: [Click here to enter name.](#)

Phone: [Click here to phone number.](#)

Email: [Click here to enter email.](#)

Mailing Address including postal code: [Click here to enter address.](#)

Type of Organization (please select one)

Private

Not-for-Profit

Other

If Other explain: [Click here to enter explanation.](#)

Name of Organization that the Destination Marketing Fund Grant, if approved, should be made payable to: [Click here to enter name.](#)

Brief description of organization requesting funding: [Click here to enter description.](#)



Organization's annual budget: \$ [Click here to enter amount.](#)

Event Information:

Name of Event: [Click here to enter name.](#)

Duration of event: Start date: [Click here for calendar](#) End date: [Click here for calendar](#)

Describe the event: [Click here to enter description.](#)

Accommodations:

Estimated total number of room nights generated from event: [Click here to enter number](#)
(Room nights limited to hotel/motel rooms, B&B rooms)

What method did you use to estimate the number of room nights generated for this event? [Click here to enter answer.](#)

What local facilities other than accommodations will be used? [Click here to enter answer.](#)

Event Attendance:

Estimated participants, officials and staff:

Enter number here.

Estimated spectators – non-residents
(80 km or more away from Prince Albert)

Enter number here.

Estimated spectators – City residents

Enter number here.

Total estimated spectators

Enter total here.

This event is (please select one)

Local Provincial Regional National International

Media exposure (please select one)

Local Provincial Regional National International

Event History:

Has the event been held in Prince Albert previously? Yes No

If this event has been held in Prince Albert previously, has it been at least 3 consecutive years since it was last held in Prince Albert? Yes No

If yes, please explain when last hosted in Prince Albert: **[Click here to enter explanation.](#)**

If no, the event is not eligible for funding under the “New Event” category. Please review other application categories to determine suitability.

Is there a possibility of this event happening more than once in Prince Albert? Yes No

Please explain: [Click here to enter explanation.](#)

Is there potential of this event resulting in other events being hosted in Prince Albert?

Yes No

Please explain:

[Click here to enter explanation.](#)

What is your organization's experience in hosting this or similar events? Please be sure to include a profile of your organizing committee / working group.

[Click here to enter answer.](#)

Please provide as much supporting information to aid in assessing your application. This information could include a business plan, a marketing plan, rationale / insight to support the information you supplied and / or your funding request, etc. The strength of information provided is the basis from which funding recommendations will be made.

The following items must accompany your application:

- If the funding application is being made for an event that is run by a subcommittee or league of a larger organization, include confirmation in writing from the Chair that they are aware of and support the event funding application.
- Budget for the event.
- Supporting information if applicable.

** Please provide the most current year-end financial statements or best equivalency if available.*

Privacy Policy Statement and Application Certification

The City of Prince Albert is governed by *The Cities Act* and designated as a Local Authority pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act (LAFOIP)*. Therefore, all information collected for the Destination Marketing Fund Grant Application process, including final executed Contracts and Agreements will be subject to public disclosure either through a Freedom of Information and Access Request in accordance with those regulations or Public Agenda.

Section 91(1)(a) of the Cities Act states the following:

“91(1) Any person is entitled at any time during regular business hours to inspect and obtain copies of:

(a) Any contract approved by the council, any bylaw or resolution and any account paid by the Council relating to the City”

This Grant Application with all supporting documents can be saved and emailed to destinationlevy@citypa.com or printed and mailed or dropped off to City Hall, City Manager's Office, 2nd Floor, 1084 Central Avenue, Prince Albert, SK S6V 7P3.

DESTINATION MARKETING LEVY POLICY

7 PROCEDURE

7.02 Appendixes

- 7.02.02 Growing an Existing Event Destination Marketing Fund Grant Application and Criteria for Evaluation.**

Growing an Existing Event Eligibility & Guidelines Destination Marketing Fund Grant

This category is typically suitable for an event that has a history of being hosted in Prince Albert but is looking to expand the event in order to attract a totally new market segment to the event, an audience that otherwise would not have attended the event, which will result in increased room nights.

In addition to the general guidelines, the following apply to Growing an Event funding applications.

To be eligible for funding a new element must be added to an existing event that targets a totally different audience which will result in increased overnight stays (limited to hotel/motel rooms, B&B rooms). Incremental attendance growth resulting without a distinct change to the event offerings / format is ineligible. An example of an eligible event would be a hockey tournament that is held annually that includes competitors aged 14 – 16. A decision is made to expand the tournament to include competitors between the ages of 10-13. As an entire new division has been added, this event would be eligible for consideration under the Growing an Event funding category.

Please contact destinationlevy@citypa.com or 306-953-4395 if you have any questions regarding this funding criteria.

**Criteria for Evaluating Growing an Existing Event Destination
Marketing Fund Grant Requests**

Criteria	Maximum Points Awarded
Number of room nights generated by event (limited to hotel/motel rooms, B&B rooms)	50
Incremental cost of growth	15
Seasonality of event (slow, medium, busy)	20
% of Growth in overnight stays	10
Guest expenditures	5
Maximum Points Awarded	100

Growing an Existing Event Destination Marketing Fund Grant Application

Please provide the following information and attach additional information as required.

Application Date: [Click here for calendar](#)

Amount of Destination Marketing Fund Grant Requested: \$ [Enter amount here](#)

Organization Information:

Name of Organization requesting funding: [Click here to enter name.](#)

Contact Person: [Click here to enter name.](#)

Phone: [Click here to phone number.](#) Email: [Click here to enter email.](#)

Mailing Address including postal code: [Click here to enter address.](#)

Type of Organization (please select one)

Private Not-for-Profit Other

If Other explain: [Click here to enter explanation.](#)

Name of Organization that the Destination Marketing Fund Grant, if approved, should be made payable to: [Click here to enter name.](#)

Brief description of organization requesting funding: [Click here to enter description.](#)

Organization's annual budget: \$ [Click here to enter amount.](#)

Event Information:

Name of Event: [Click here to enter name.](#)

Duration of event: Start date: [Click here for calendar](#) End date: [Click here for calendar](#)

Describe the Event: Please describe the organization's strategy to grow the event including but not limited to the following information:

- What is being added to the event to create more attendees from outside of our region?
- How do you plan to attract this new market segment?
- What are the benefits and impacts of attracting this segment to the existing event?
- Are there any particular barriers or opportunities that adding this market segment to your existing event present?
- What are the incremental costs associated with growing the event? Please itemize additional expenses incurred as a result of the planned event growth.

Please provide as much supporting information as possible to aid in assessing your application. The strength of information provided is the basis from which funding recommendations will be made.

As per the Destination Marketing Levy Policy, increasing the amount of attendees to an event, without fundamentally changing the event does not meet the eligibility requirements for Growing an Event Destination Marketing Fund Levy.

[Click here to enter event description.](#)

Accommodations:

Estimated number of room nights generated from the event presently: [Click here to enter number](#)
(Room nights limited to hotel/motel rooms, B&B rooms)

Estimated number of **additional** room nights generated by the event after the growth strategy outlined in this application: [Click here to enter the number.](#)

What method did you use to estimate the number of room nights generated for this event currently and after the growth strategy is implemented? [Click here to enter answer.](#)

What local facilities other than accommodations are typically or will be used for this event?

[Click here to enter answer.](#)

Event Attendance:

Estimated participants, officials and staff of expanded event

[Enter number here.](#)

Estimated spectators of expanded event – non-residents
(80 km or more away from Prince Albert)

[Enter number here.](#)

Estimated spectators of expanded event – City residents

[Enter number here.](#)

Total estimated spectators of expanded event

[Enter total here.](#)

This event is (please select one)

Local Provincial Regional National International

Media exposure (please select one)

Local Provincial Regional National International

Event History:

How long has the event been held in Prince Albert: **[Click here to enter information.](#)**

Frequency of the event being hosted in Prince Albert: **[Click here to enter frequency.](#)**

Is there potential of this event resulting in other events being hosted in Prince Albert?

Yes No

Please explain: **[Click here to enter explanation.](#)**

What is your organization's experience in hosting this or similar events? Please be sure to include a profile of your organizing committee / working group.

[Click here to enter answer.](#)

The following items must accompany your application:

- Budget for the event
- Supporting information if applicable

** Please provide the most current year-end financial statements or best equivalency if available.*

Privacy Policy Statement and Application Certification

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Section 91(1)(a) of the Cities Act states the following:

“91(1) Any person is entitled at any time during regular business hours to inspect and obtain copies of:

- (a) Any contract approved by the council, any bylaw or resolution and any account paid by the Council relating to the City”*

This Grant Application with all supporting documents can be saved and emailed to destinationlevy@citypa.com or printed and mailed or dropped off to City Hall, City Manager's Office, 2nd Floor, 1084 Central Avenue, Prince Albert, SK S6V 7P3.

DESTINATION MARKETING LEVY POLICY

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7.02 Appendixes

7.02.03 Event Retention Destination Marketing Fund Grant Application and Criteria for Evaluation.

Event Retention Eligibility & Guidelines Destination Marketing Fund Grant

In addition to the general guidelines, the following apply to Event Retention funding applications.

This category is typically suitable for an event that has a history of being hosted in Prince Albert but is in jeopardy of no longer being hosted in Prince Albert or being shortened as a result of a variety of reasons, including but not limited to finances or a competitive bid from another community.

Please contact destinationlevy@citypa.com or 306-953-4395 if you have any questions regarding this funding criteria.

**Criteria for Evaluating Event Retention Destination Marketing
Fund Grant Requests**

Criteria	Maximum Points Awarded
Competitive bid or Event Viability	50
Number of room nights generated by event (limited to hotel/motel rooms, B&B rooms)	40
Seasonality of event (slow, medium, busy)	10
Maximum Points Awarded	100

Event Retention Destination Marketing Fund Grant Application

Application Date: [Click here for calendar](#)

Please select the type of application being submitted.

- Event Viability Application (event is struggling)
- Competitive Bid received Application

Amount of Destination Marketing Grant Fund Requested: \$ [Enter amount here](#)

Organization Information:

Name of Organization requesting funding: [Click here to enter name.](#)

Contact Person: [Click here to enter name.](#)

Phone: [Click here to enter phone number.](#) Email: [Click here to enter email.](#)

Mailing Address including postal code: [Click here to enter address.](#)

Type of Organization (please select one)

- Private Not-for-Profit Other

If Other, explain: [Click here to enter explanation.](#)

Name of Organization that the Destination Marketing Fund Grant, if approved, should be made payable to: [Click here to enter name.](#)

Brief description of organization requesting funding: [Click here to enter description.](#)

Organization's annual budget: \$ [Click here to enter amount.](#)

Event Information:

Name of Event: [Click here to enter name.](#)

Duration of event: Start date: [Click here for calendar](#) End date: [Click here for calendar](#)

Describe the event: [Click here to enter description.](#)

Accommodations:

Estimated number of room nights generated from event: [Click here to enter number.](#)
(Room nights limited to hotel/motel rooms, B&B rooms)

What method did you use to estimate the number of room nights generated for this event: [Click here to enter answer.](#)

What local facilities other than accommodations will be used: [Click here to enter answer.](#)

Event Attendance:

Estimated participants, officials and staff:

Enter number here.

Estimated spectators – non-residents
(80 km or more away from Prince Albert)

Enter number here.

Estimated spectators – City residents

Enter number here.

Total estimated spectators

Enter total here.

This event is (please select one)

Local Provincial Regional National International

Media exposure (please select one)

Local Provincial Regional National International

Event History:

How long has this event been held in Prince Albert? **Click here to enter answer.**

Frequency of the event being hosted in Prince Albert (annually, every second year, etc.)? **Click here to enter answer.**

Does hosting this event in Prince Albert result in other events being hosted in Prince Albert or could other events be hosted in Prince Albert as a result of this event? Yes No

Please explain: **Click here to enter explanation.**

Briefly summarize the experience of your organization related to hosting this or other events:

[Click here to enter answer.](#)

Assessing Need:

Please provide as much supporting information as possible to aid in assessing your application. The strength of information provided is the basis from which funding recommendations will be made. Please pay special attention to describing the items outlined below to the best of your ability.

Why is the event in jeopardy of not being held in Prince Albert or of its duration being reduced? How crucial is the Event Retention Destination Marketing Fund Grant? **[Click here to enter answer.](#)**

Please describe efforts made by the organizing committee to retain this event in Prince Albert: **[Click here to enter answer.](#)**

Should an Event Retention Destination Marketing Fund Grant be approved, what plans have been put in place to ensure the event is sustainable moving forward?

(Possible information to include is your business plan including marketing plans and a demonstration of what is planned to ensure ongoing sustainability of the event)

[Click here to enter answer.](#)

If a competitive bid from another community to host the event in their community has been received please include details with your funding application.

(These details should include items such as: was the bid solicited by your organization or unsolicited, have the appropriate decision makers indicated a willingness to relocate the event, how does the organization benefit from moving the event, etc.)

[Click here to enter answer.](#)

Please ensure the following items accompany your application:

- Budget for the event.
- Supporting information if applicable.

** Please provide the most current year-end financial statements or best equivalency if available.*

Privacy Policy Statement and Application Certification

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Section 91(1)(a) of the Cities Act states the following:

“91(1) Any person is entitled at any time during regular business hours to inspect and obtain copies of:

- (a) Any contract approved by the council, any bylaw or resolution and any account paid by the Council relating to the City”*

This Grant Application with all supporting documents can be saved and emailed to destinationlevy@citypa.com or printed and mailed or dropped off to City Hall, City Manager’s Office, 2nd Floor, 1084 Central Avenue, Prince Albert, SK S6V 7P3.

DESTINATION MARKETING LEVY POLICY

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7.02 Appendixes

7.02.04 Capital Enhancements Grant Funding Application and Criteria for Evaluation.

Capital Enhancements Eligibility & Guidelines Destination Marketing Fund Grant

In addition to the general guidelines, the following apply to Capital Enhancement funding applications:

- The request for capital enhancements must be directly related to a need identified in order to successfully host a specified event, and the specified event must generate new “event based overnight stays” (limited to hotel/motel rooms, B&B rooms) or maintain existing overnight stays generated by the specified event.”
- The capital enhancement(s) shall be a legacy to the City as a permanent structure or fixture to remain for future users.
- The applicant must provide written proof that the capital enhancements are part of a bid requirement and/or that with the addition of the capital asset, a specific event will be hosted/retained in Prince Albert.” This written proof should come from an organizing body of the event.
- Only one capital application will be permitted per project (ie. two or more organizations cannot both apply for funding for the same capital project).
- Business plans that accompany a capital funding application must demonstrate sustainability of the capital asset once constructed.
- Return on Investment (ROI) will be part of the evaluation criteria.
- Destination Marketing funding for capital projects is intended to primarily be “top up funding” for eligible capital projects not the primary funding source. There may be situations when the Destination Marketing Fund Grant is the primary funding source.
- For a one (1) year capital funding commitment, forty (40%) percent of the funds will be paid to the applicant at commencement of construction and the remaining sixty (60%) percent once construction of the capital project is complete and the Final Report form is submitted and approved.
- For multiple year capital funding commitments, a payment schedule will be determined at the time of signing the Funding Agreement.
- The event organizer, whether the same or different from the capital funding applicant, may apply for event funding under the appropriate Destination Marketing Fund Grant category.

Eligibility to apply for Capital Enhancement funding from the Destination Marketing Fund Grant:

- The event for which capital funding is required must generate overnight stays (limited to hotel/motel rooms, B&B rooms).
- The capital enhancement(s) shall be a legacy to the City as a permanent structure or fixture to remain for future users.
- The capital enhancements for which funding is being requested must be necessary to secure or retain an identified event and are not intended to fund what would be considered normal / regular capital maintenance.
- The capital enhancements and the event for which capital enhancements are being completed must occur in Prince Albert.
- The applicant shall have no outstanding taxes, utility charges or other amounts owing to the municipal government and all properties owned by the Organization must be free of any City of Prince Albert Building and Safety Maintenance Orders.

Not eligible for Destination Marketing Fund Capital Funding grants:

- Retroactive applications will not be considered. Capital applications must be received, reviewed and a decision made by City Council before construction commences and before the event is hosted.

Please contact destinationlevy@citypa.com or 306-953-4395 if you have any questions regarding this funding criteria.

**Criteria for Evaluating Capital Enhancements Destination
Marketing Fund Grant Requests**

Criteria	Maximum Points Awarded
<p>Comprehensive Business Plan</p> <p>Including all sources of funding and the percentage of overall capital investment being requested through the Capital Destination Marketing Fund Grant Application.</p> <p>Return on investment or asset.</p> <p>Long term plan for sustaining funded capital asset.</p> <p>Rationale for making the capital investments for which funding is being requested.</p>	30
Experience in completing capital projects	10
Economic impact of hosting the event for which capital improvement funding is being requested	60
Maximum Points Awarded	100

Capital Enhancements Grant Funding Application

Application Date: [Click here for calendar](#)

Please provide the following information and attach additional information as required. **Note:** *The request for capital enhancements must be directly related to a need identified in order to successfully host a specified event. The applicant must provide written proof that the capital enhancements are part of a bid requirement.*

Organization Information:

Name of Organization requesting funding: [Click here to enter name.](#)

Contact Person: [Click here to enter name.](#)

Phone: [Click here to phone number.](#)

Email: [Click here to enter email.](#)

Mailing Address including postal code: [Click here to enter address.](#)

Type of Organization (please select one)

Private

Not-for-Profit

Other

If Other explain: [Click here to enter explanation.](#)

Name of Organization that the Destination Marketing Fund Grant, if approved should be made payable to if different than the organization named above: [Click here to enter name.](#)

Brief description of organization requesting funding, including history and composition: [Click here to enter description.](#)

Organization's annual budget: \$ [Click here to enter amount.](#)

Total Value of capital enhancements: **\$ Click here to enter value.**

Amount of Destination Marketing Fund Grant requested: **\$ Click here to enter amount.**

Profile of Event(s) requiring the Capital Investment:

Please supply the information below for the event for which capital enhancement are required in order to host the event.

Name of Event: **Click here to enter name.**

Duration of event: Start date: **Click for calendar**

End date: **Click for calendar**

Describe the event: **Click here to enter description.**

If this Capital Investment is required to host more than one event bid, include additional event information here: **Click here to enter additional event(s).**

Accommodations:

Estimated total number of room nights generated from event: **Click here to enter number.**
(Room nights limited to hotel/motel rooms, B&B rooms)

What method did you use to estimate the number of room nights generated for this event? **Click here to enter answer.**

What local facilities other than accommodations will be used? **Click here to enter answer.**

Event Attendance:

Estimated participants, officials and staff:

Enter number here.

Estimated spectators – non-residents
(80 km or more away from Prince Albert)

Enter number here.

Estimated spectators – city residents

Enter number here.

Total estimated spectators

Enter total here.

This event(s) is (please select one)

Local Provincial Regional National International

Media exposure (please select one)

Local Provincial Regional National International

Event History:

Has the event been held in Prince Albert previously? Yes No

If this event has been held in Prince Albert previously, please explain when it was last hosted in Prince Albert: **[Click here to enter explanation.](#)**

Is there a possibility of this event(s) happening more than once in Prince Albert?

Yes No

Please explain: **[Click here to enter explanation.](#)**

Is there potential of this event resulting in other events being hosted in Prince Albert?

Yes No

Please explain: [Click here to enter explanation.](#)

Capital Enhancement Information:

Critical to the evaluation of your funding application is the provision of a detailed business plan and rationale for the capital enhancements for which funding is requested. The applicant must also include a long term plan as to how they will protect / maintain the capital assets once the investment is made.

Please provide as much supporting information to aid in assessing your application below or in a separate attachment. At a minimum the information included with your application should speak to the evaluation criteria set forth in the Capital Enhancements Guidelines, with a strong emphasis on:

- How will the capital enhancement(s) be a legacy to the City as a permanent structure or fixture to remain for future users.
- A detailed description of the capital investments required including associated costs.
- Rationale for making the capital investments for which funding is being requested. Why are capital enhancements required for the event?
- Comprehensive Business Plan, including total capital costs, % overall capital investment being requested, other funding sources being utilized, including amount per funder.
- Project timelines (start, key milestones and completion date).
- Experience in completing capital projects.
- Long term plan for sustaining funded capital asset as well as past experience maintaining capital assets long term.
- Other events / uses made possible through the capital enhancement for which funding is being requested.
- Who will own the capital asset.

Information requested in this application may be attached separately to your application if preferred. The strength of information provided is the basis from which funding recommendations will be made.

The following items must accompany your application:

- Estimates for the capital enhancements.
- Budget for the event for which capital enhancements are being proposed.
- Comprehensive business plan and associated items listed above.
- Supporting documents if applicable

** Please provide the most current year-end financial statements or best equivalency if available.*

Privacy Policy Statement and Application Certification

The City of Prince Albert is governed by *The Cities Act* and designated as a Local Authority pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act (LAFOIP)*. Therefore, all information collected for the Destination Marketing Fund Grant Application process, including final executed Contracts and Agreements will be subject to public disclosure either through a Freedom of Information and Access Request in accordance with those regulations or Public Agenda.

Section 91(1)(a) of the Cities Act states the following:

“91(1) Any person is entitled at any time during regular business hours to inspect and obtain copies of:

- (a) Any contract approved by the council, any bylaw or resolution and any account paid by the Council relating to the City”*

This Grant Application with all supporting documents can be saved and emailed to destinationlevy@citypa.com or printed and mailed or dropped off to City Hall, City Manager's Office, 2nd Floor, 1084 Central Avenue, Prince Albert, SK S6V 7P3.

DESTINATION MARKETING LEVY POLICY

7 PROCEDURE

7.02 Appendixes

7.02.05 Funding Agreement.

Destination Marketing Fund Grant Funding Agreement

The City of Prince Albert, having examined the application prepared to provide funding to the Applicant/Recipient, subject to the terms and conditions herein.

Therefore, in consideration of the terms and conditions set out in the agreement, the City of Prince Albert and the Applicant/Recipient agree, as follows:

Effective Date and Term:

1. The term of this Agreement is from the date of signing up to and including 60 days post event completion (as stated in the application for funding).

Funding/Sponsorship:

2. The City of Prince Albert shall agree to pay the Applicant/Recipient an amount not exceeding the sum of \$_____.
3. The Applicant/Recipient agrees to recognize the City of Prince Albert and it's member hotels as sponsors of the event.

Payment Schedule:

4. The City of Prince Albert agrees to pay the Applicant/Recipient forty (40%) percent of the funding amount upon signing of the agreement. The amount not exceeding the sum of \$_____.
5. The City of Prince Albert agrees to pay the Applicant/Recipient the remaining sixty (60%) percent of the funding amount upon receipt and approval of the Final Report Form by the Destination Marketing Levy Advisory Committee. The amount not exceeding the sum of \$_____.
6. If criteria is not met, the funding amounts above will be adjusted to reflect the Final Report results.

Fund Use and Repayment:

7. The funds will be used solely for the purpose described within the application(s) and the Destination Marketing Levy Policy and Funding Agreement and subject to the conditions herein.
8. If the funds are not used, they will be immediately returned to the City of Prince Albert.
9. If the Applicant/Recipient does not comply within the conditions of the Agreement, including any of the information provided by the Applicant/Recipient to obtain the grant is determined to be false, misleading or inaccurate, the City of Prince Albert may require the Applicant/Recipient to repay all or part of the funds.
10. The Applicant/Recipient will provide proof that grant monies were used for the purposes intended.
11. The Applicant/Recipient will submit a completed Final Report Form and any other documentation of proof requested by the City of Prince Albert within sixty (60) days of the event completion.

Signed by the Applicant/Recipient this _____ day of _____, 201__.

Event Name _____

Applicant – Full Name _____

Signature

Witness

IN WITNESS WHEREOF the City of Prince Albert has hereunto affixed its corporate seal, duly witnessed by the hands of the proper officers in that behalf, duly authorized this _____ day of _____, A.D., 201__.

THE CITY OF PRINCE ALBERT

MAYOR

CITY CLERK

**AFFIDAVIT OF ATTESTATION
OF AN INSTRUMENT**

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

I, _____, of the City of _____, in
the Province of _____, make oath and say as follows:

1. That I was personally present and did see _____
named in the within instrument, who is personally know to me to be the person named
therein, duly sign and execute the same for the purposes named therein.

2. That the same was executed on the ____ day of _____,
A.D. 201__ at the City of _____, in the Province of
_____, and that I am the subscribing witness thereto.

3. That I know the said _____ and she/he is, in my
belief, of the full age of eighteen (18) years.

SWORN before me at the City of)
_____, in the Province)
of Saskatchewan, this ___ day)
of _____, A.D. 201__.)

A COMMISSIONER FOR OATHS in and
for the Province of Saskatchewan.

My Commission expires:
OR, BEING A SOLICITOR

DESTINATION MARKETING LEVY POLICY

7 PROCEDURE

7.02 Appendixes

7.02.06 Final Report Form – New Event, Growing an Existing Event and Event Retention.

**Final Report Form
New Event, Growing an Event and Event Retention
Destination Marketing Fund Grant**

Final Report Date: [Click here for calendar](#)

Organization Information:

Name of Organization: [Click here to enter name.](#)

Follow up questions should be directed to:

Contact Person: [Click here to enter name.](#)

Phone: [Click here to phone number.](#)

Email: [Click here to enter email.](#)

Event Information:

Name of Event: [Click here to enter name.](#)

Estimated total number of room nights generated (as per original application): [Click here to enter number](#)

Actual room nights generated by the event? [Click here to enter number.](#)

How were room nights verified? [Click here to enter answer.](#)

Please list or attach on a separate sheet, the name of each hotel/motel used by event attendees and how many room nights were rented at each of the establishments listed.

[Click here to enter details of room nights or attach on a separate sheet.](#)

**** Please attached a form verified by the Hotel for the hotel rooms booked.**

Are there any additional events that may result or have been confirmed as a result of hosting this event in Prince Albert? Yes No

If yes, please explain: [Click here to enter explanation.](#)

What level of media coverage was realized during the event?

List of media outlets that covered event:

Local	<u>Click here to insert info.</u>
Provincial	<u>Click here to insert info.</u>
National	<u>Click here to insert info.</u>

Budget:

Please attach a final budget or financial statements that reflect actual revenue and expenses.

Comments:

If there are any lessons learned, comments, etc. that you would like to share with regards to your event or the Destination Marketing Fund Grant or application process, please feel free to do so below or on a separate sheet of paper.

[Click here to enter comments or include a separate sheet.](#)

Privacy Policy Statement and Application Certification

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“91(1) Any person is entitled at any time during regular business hours to inspect and obtain copies of:

(a) Any contract approved by the council, any bylaw or resolution and any account paid by the Council relating to the City”

Date: [Click here to enter a date.](#)

Signature: [Click here to insert electronic signature, or print report and sign.](#)

Print Name and Title: [Click here to type name & title.](#)

This Final Report with all supporting documents can be saved and emailed to destinationlevy@citypa.com or printed and mailed or dropped off to City Hall, City Manager's Office, 2nd Floor, 1084 Central Avenue, Prince Albert, SK S6V 7P3.

DESTINATION MARKETING LEVY POLICY

7 PROCEDURE

7.02 Appendixes

7.02.07 Final Report Form – Capital Enhancements.

Final Report Form Capital Enhancements – Destination Marketing Fund Grant

Date of Final Report: [Click here for calendar](#)

Organization Information:

Name of Organization: [Click here to enter name.](#)

Follow up questions should be directed to:

Contact Person: [Click here to enter name.](#)

Phone: [Click here to enter phone number.](#)

Email: [Click here to enter email.](#)

Capital Enhancements budget as per original application: \$ [Enter amount here.](#)

Capital Enhancements actual costs: \$ [Enter amount here.](#)

Please include the following information with your final report

- A copy of invoices for the capital enhancements undertaken
- For existing capital assets, photos of asset prior to enhancements and after enhancements
- For new capital assets, photos of the capital asset
- Any additional information or comments you feel are applicable
- Owner of the capital asset

Privacy Policy Statement and Application Certification

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Section 91(1)(a) of the Cities Act states the following:

“91(1) Any person is entitled at any time during regular business hours to inspect and obtain copies of:

(a) Any contract approved by the council, any bylaw or resolution and any account paid by the Council relating to the City”

Date: [Click here to enter a date.](#)

Signature: [Click here to insert electronic signature.](#) or print report and sign.

Print Name and Title: [Click here to type name & title.](#)

This Final Report with all supporting documents can be saved and emailed to destinationlevy@citypa.com or printed and mailed or dropped off to City Hall, City Manager's Office, 2nd Floor, 1084 Central Avenue, Prince Albert, SK S6V 7P3.



Statement of Policy and Procedure			
Department:	City Manager	Policy No.	89.4
Section:	City Manager	Issued:	
Subject:	Destination Marketing Levy Policy	Effective:	
Council Resolution # and Date:		Page:	1 of 13
		Replaces:	Policy No. 89.3
Issued by:	Trina Bell	Dated:	
Approved by:	Craig Guidinger		

1 POLICY

1.01 Destination Marketing Levy Fund Grants - Eligibility

The Destination Marketing Levy Funds are to be utilized for events that generate hotel room night stays in the City of Prince Albert Hotels.

The funds will be considered using the following eligibility criteria:

- a) Applications are screened on a first come first served basis.
- b) Destination Marketing Fund Applications shall be provided 6 weeks before the event if funds requested are up to \$10,000, and 8 weeks if funds requested are over \$10,000, or the application may be denied.
- c) If Application is approved, payments will be allocated in one (1) or two (2) installments:
 - i. 40% upon signing the Funding Agreement; and,
 - ii. 60% upon approval of the event Final Report by the Destination Marketing Levy Advisory Committee; or,

iii. 100% upon the approval of the event Final Report by the Destination Marketing Levy Advisory Committee.

*** certain terms and conditions apply.*

- d) The level of profit generated by an event has no bearing on eligibility for funding.
- e) Large events that are deemed to be City wide in impact may be funded at a level that exceeds the recommendation generated by the evaluation metrics.
- f) The event shall generate overnight stays in Prince Albert.
- g) The applicant and/or host organization shall have no outstanding taxes, utility charges or other amounts owing to The City of Prince Albert, and all properties owned by the organization must be free of any City of Prince Albert Building and Safety Maintenance Orders.
- h) Funds shall be used directly and must not be channeled through another organization.
- i) Funds shall not be reinvested or used for any purposes other than stated in the application.
- j) Funds not used within twelve (12) months of the event date, shall be returned to the City of Prince Albert.
- k) Event Final Report shall be submitted within sixty (60) days of the event.
- l) Funding Agreement shall be signed prior to any funds being disbursed.
- m) The Event Sponsorship Package must be included with the application when applying if pertains to the event.

The funds do not apply to the following situations:

- a) Retroactive applications are not permitted.
- b) Accommodations provided to patients or residents of a hospital, personal care home, or residential care facility.
- c) Accommodations provided to patients and/or the family of patients while attending for medical care and treatment.

- d) Accommodations provided to a student by a registered educational institution while the student is registered at and attending that institution.
- e) Accommodation supplied for a person undertaking an apprenticeship or trade certification.
- f) Accommodation supplied by employers to their employees in premises owned and/or operated by or on behalf of the employer.
- g) Accommodation provided to evacuees or as provided on a temporary basis by the provincial or federal government, or any other agency.
- h) Tent or trailer sites supplied by a campground, tourist camp or trailer park.
- i) Hospitality rooms that do not include a bed.
- j) Socials, weddings and family celebrations.
- k) Accommodations provided in establishments in which fewer than three (3) bedrooms are available for rent.

1.02 Event Recruitment Initiatives

The Destination Marketing Levy Funds may be utilized to a maximum annual allocation of \$10,000 for the purpose of Event Recruitment Initiatives by City Administration, conditional upon approval by the Destination Marketing Levy Advisory Committee.

1.03 Promotional and Marketing Materials

The Destination Marketing Levy Funds may be utilized to a maximum annual allocation of \$10,000 for the purpose of purchasing materials relating to the marketing and promotion of the Destination Marketing Levy Funds, conditional upon approval by the Destination Marketing Levy Advisory Committee.

2 PURPOSE

2.01 The City of Prince Albert City Council is committed to investing proceeds from the levy into growing existing events, attracting new events to Prince Albert and supporting repairs or upgrades of a capital nature that are required to host a specific event in Prince Albert.

2.02 The objectives of this Policy are to:

- attract events to the City of Prince Albert;
- attract visitors to the City of Prince Albert, and in so doing, generate significant economic benefit for the community, specifically the hotels;
- enhance the profile and visibility of the City of Prince Albert, provincially, nationally, and internationally;
- fund events that will have a positive impact on tourism visitation and spending within Prince Albert; and,
- increase occupancy at member hotels.

3 SCOPE

3.01 Funding Categories

Applicants are to select the funding category from the following four (4) categories:

1. New Event

This category is typically suitable for applicants looking to bring an existing event to Prince Albert that has not been held in the City for at least three consecutive years or create a brand new event to be held in Prince Albert.

2. Event Retention

This category is typically suitable for an event that has a history of being hosted in Prince Albert but is in jeopardy of no longer being hosted in Prince Albert or being shortened as a result of a variety of reasons, including but not limited to finances or a competitive bid from another community.

3. Growing an Existing Event

This category is typically suitable for an event that has a history of being hosted in Prince Albert but is looking to expand the event in order to attract a new market segment to the event which will result in increased room nights.

4. Capital Enhancements

This category is typically suitable for a new project that is required in order to host a specific event that generates overnight stays or a new capital project that will support future events generating overnight stays. Capital funding will not be approved for the purposes of regular maintenance. The capital enhancement(s)

will be a legacy to the City as a permanent structure or fixture to remain for future users.

3.02 Funding Model for Grants

Destination Marketing Levy Funds will be funded as a Grant to Host Committees as per the confirmed hotel accommodations for the Event. The grant to be funded will be based on the following ratio criteria:

Destination Marketing Levy Committee CHAIRPERSON Approval - Grants for Funding up to \$5,000.	
Hotel Rooms	Maximum DMF Levy Funding
20-50	\$1,500
51-100	\$2,000
101-150	\$2,500
151-200	\$3,000
201-250	\$3,500
251-300	\$4,000
301-350	\$4,500
351-400	\$5,000

Destination Marketing Levy COMMITTEE Approval - Grants for Funding \$5,000 up to \$10,000.	
Hotel Rooms	Maximum DMF Levy Funding
401-450	\$5,500
451-500	\$6,000
501-550	\$6,500
551-600	\$7,000
601-650	\$7,500
651-700	\$8,000
701-750	\$8,500
751-800	\$9,000
801-850	\$9,500
851-900	\$9,900

City Council Approval - Grants for Funding over \$10,000.	
Hotel Rooms	Maximum DMF Levy Funding
901-1,000	\$15,000
1,001-1,200	\$25,000
1,201-1,500	\$30,000
1,501-1,999	\$35,000

Events of Significant Economic Impact - City Council Approval

Events of Significant Economic Impact - Must generate a minimum of 2,000 room nights. This includes large or special events that are an important component of the tourism industry, and they attract visitors. These events have a large economic impact and significance in the local host community, since the visitors will spend money during their travel and visit to Prince Albert that bring benefits. Such events include Worlds, Championships, etc. These events are approved by City Council.

4 RESPONSIBILITY

4.01 Applicant

- a) Complete the appropriate Destination Marketing Fund Grant Application Form as appended to this Policy.
- b) Forward the completed Application Form to the Administrator.
- c) Provide any further information requested by the Administrator relating to the funding request.
- d) Review and execute a Funding Agreement forwarded by the Administrator.

- e) If the funding request is over \$10,000, the Applicant will be advised of the date the funding request will appear before City Council for consideration and the process to appear as a delegation on the evening the funding request will be reviewed. **Applicants are not required to appear as a delegation**, but are encouraged to do so if they wish to raise public awareness of their event or if they desire an opportunity to speak directly to Council with regards to their event or their funding application.
- f) Ensure an event code or block code name has been arranged with the Hotels for tracking of hotel nights for the specific event, as that is required for the Final Report and final payment.
- g) Provide correspondence confirming the number of hotel rooms booked for the specific event applying for funding. The number of rooms booked are to be submitted along with the Final Report. The Final Report should also include the final revenues and expenses of the Event.
- h) Once the event has concluded, forward a completed Final Report within sixty (60) days of the event to the Administrator for endorsement prior to payment of any remaining funding. If the Applicant requires an extension to submit the Final Report, this will need to be submitted in writing to the Administrator.

4.02 Administrator

- a) Receive and process applications requesting funding from the Destination Marketing Levy.
- b) Review the application and any additional information / clarity sought. Conduct interviews with the Applicant (if necessary) to obtain or provide any additional information that may be required.
- c) Prepare report to be forwarded to the Secretary of the Destination Marketing Levy Advisory Committee. The report will attach the application being submitted.
- d) Forward a Funding Agreement to the Applicant for review and execution, although the Agreement will not be binding until a decision has been rendered.
- e) Advise the Applicant of the recommendations of the Destination Marketing Levy Advisory Committee being forwarded to City Council, if the funding request was over \$10,000.

- f) Responsible for making contact with the Applicant regarding the decision rendered.
- g) Responsible for forwarding a signed Funding Agreement by the Applicant to the City Clerk for signing by the Mayor and City Clerk, and providing a fully executed Funding Agreement back to the Applicant.
- h) Responsible for payment of the funding to the Applicant which is 40% of the approved funds to be advanced to the Applicant.
- i) Responsible for forwarding the Final Report to the Applicant to be completed to qualify for payment of the remaining approved 60% or full 100% and obtaining the Final Report from the Applicant.
- j) Review and issue an extension to the Final Report if requested by the Applicant in writing.
- k) Responsible to review final reports submitted by the Host Committee and recommend approval or amendment of final payment of the remaining funding, and the Administrator will determine the final payment to be made based on confirmed hotel accommodations.
- l) Responsible for ensuring final payment is made to the Applicant once the Final Report has been approved by the Administrator.

4.03 Destination Marketing Levy Advisory Committee Chairperson

- a) Review and evaluate reports submitted by the Administrator to ensure the following:
 - i. applications received are in accordance with the general criteria outlined in this policy;
 - ii. application ensures that the objectives of the policy are met; and,
 - iii. Evaluation metrics is completed.
- b) Approve applications up to the amount of \$5,000, and request the Mayor and City Clerk execute the necessary Funding Agreement.
- c) Forward applications over \$5,000 to the Destination Marketing Levy Advisory Committee with a recommendation for consideration.
- d) Ensure the Administrator forwards approved Applications up to the amount of \$5,000 to the Destination Marketing Levy Advisory Committee for information of applications approved.

4.04 Destination Marketing Levy Advisory Committee

- e) Review and evaluate reports submitted by the Administrator to ensure the following:
 - iv. applications received are in accordance with the general criteria outlined in this policy;
 - v. application ensures that the objectives of the policy are met; and,
 - vi. Evaluation metrics is completed.
- f) Approve applications in the amount of \$5,000 to \$10,000, and request the Mayor and City Clerk execute the necessary Funding Agreement.
- g) Forward applications over \$10,000 with a recommendation to City Council for consideration.
- h) Monitor and evaluate the effectiveness of the Destination Marketing Levy Funds.
- i) Recommend to City Council any changes to this policy required to reflect changing priorities or to correct any inequities that may become apparent.

4.05 City Council

- a) Consider recommendations submitted by the Destination Marketing Levy Advisory Committee regarding applications for request of funding over the amount of \$10,000.
- b) Approve applications over the amount of \$10,000.
- c) Authorize the Mayor and City Clerk to sign all Funding Agreements with the Applicant once a decision has been rendered by City Council regarding an approved request over \$10,000.
- d) May, as required, instruct that the Administrator attach conditions to the approval of assistance under this policy which will require the recipient to perform certain activities or provide additional information in connection with the event receiving funding.
- e) Approve the Destination Marketing Levy Policy and any changes made thereafter.

4.06 Event Recruitment Initiatives

- a) City Administration to forward a report to the Destination Marketing Levy Advisory Committee regarding any request for funding from the Destination Marketing Levy Funds relating to Event Recruitment Initiatives by City Administration, up to a maximum annual allocation of \$10,000.
- b) Request for Event Recruitment Initiatives by City Administration will be forwarded to the Destination Marketing Levy Advisory Committee for review and approval.

4.07 Promotional and Marketing Materials

- a) City Administration to forward a report to the Destination Marketing Levy Advisory Committee regarding any request for funding from the Destination Marketing Levy Funds regarding purchasing materials relating to the marketing and promotion of the Destination Marketing Levy Funds, up to a maximum annual allocation of \$10,000.
- b) Request for Promotional and Marketing Materials by City Administration will be forwarded to the Destination Marketing Levy Advisory Committee for review and approval.

5 DEFINITIONS

5.01 Administrator – means the City Manager, Director of Community Services or their designate.

5.02 Applicant – means a person on behalf of an organization that submits an Application Form for funding of the Destination Marketing Levy Funds (ex. host organization representative).

5.03 Bed and Breakfast - means a dwelling unit in which the owner or operator use a portion of the dwelling for the purpose of providing, for remuneration, sleeping accommodation and one meal per day to guests, for periods of one week or less, and in which:

- a) not more than three bedrooms within the dwelling unit are used to provide such sleeping accommodation;
- b) the dwelling unit is the principal residence of the owner or operator of the bed and breakfast; and,
- c) the meal which is provided is served before noon each day.

5.04 City - means The City of Prince Albert

- 5.05 Council – means the City Council of The City of Prince Albert.
- 5.06 Destination Marketing Levy Advisory Committee – means the Council Committee established to act as a review body for the Destination Marketing Levy, including Policy, Guidelines, and to provide recommendations to Council.
- 5.07 Destination Marketing Levy Funds – Funds that have been collected as per The City’s Annual Property Tax Bylaw.
- 5.08 Event Recruitment Initiatives – An organizing body targeting communities for the hosting of events within their community (provincial, national or international organizations/events).
- 5.09 Hotel – means a use:
- a) where a building is designed and operated to provide temporary accommodation to the general public; and,
 - b) which may also contain additional commercial uses, facilities or services such as a restaurant, a dining room, room service or public convention rooms.
- 5.10 Motel – means use:
- a) where a building or a group of buildings on a site is designed and operated to provide temporary accommodation for the general public; and,
 - b) that contains separate sleeping units, each of which is provided with a separate outdoor entrance and adjoining or conveniently located parking space.
- 5.11 Secretary – means the City Clerk or designate appointed by the City Clerk.

6 REFERENCES and RELATED STATEMENTS of POLICY and PROCEDURE

6.01 Major Event Policy 6.1

7 PROCEDURE

7.01 The process to apply for funding is as follows:

- Step One: Applicants are to select the funding category that best fits the criteria of the event as listed in this policy. Applicant is to complete the required Grant Application Form as per Funding Category and submit to the attention of the Administrator. The Administrator will forward a report along with the application to the Secretary.
- Step Two: The Chairperson will review Applications with the Administrator up to the amount of \$5,000 and will approve the funding as per the Funding Model.
- The Chairperson of the Destination Marketing Levy Advisory Committee will call an Advisory Committee Meeting to review applications requesting funding from the Destination Marketing Levy Funds in the amount of \$5,000 to \$10,000. The Advisory Committee, at its meeting, will review the application(s).
- Step Three: The Destination Marketing Levy Advisory Committee will approve applications in the amount of \$5,000 to \$10,000. Applications over \$10,000, a recommendation from the Advisory Committee will go to City Council to approve the application. Funding recommendation is reviewed by City Council at a regularly scheduled meeting with a decision rendered during the Council meeting.
- Step Four: The Administrator will be responsible for making contact with the Applicant, forwarding the Funding Agreement for signing.
- Step Five: The Mayor and City Clerk will sign the Funding Agreement once signed by the Applicant.
- Step Six: Once the Funding Agreement has been signed, the Administrator will forward 40% of the funding approved.
- Step Seven: The Applicant will submit the required Final Report to the Administrator within sixty (60) days of the event, along with hotel confirmations of hotel rooms used for the event. If the Applicant requires an extension to submit the Final Report, this should be submitted in writing to the Administrator.
- Step Eight: The Administrator will review final reports submitted by the Host Committee and recommend approval or amendment of final payment of the remaining funding.

Step Nine: Final report is reviewed and room nights verified. If actual room nights generated match or exceed projections, the final 60% approved grant is paid to the Applicant. If the actual room nights generated are less or more than projected, the funding model grant will be applied. If the confirmed hotel rooms generate a recommendation for funding that is lower or higher than what was previously supported, final payment will be adjusted accordingly.

The Administrator will determine the final payment to be made based on confirmed hotel accommodations.

Step Ten: Final payment is issued to the Applicant by the Administrator following endorsement of the Final Report.

7.02 Appendixes

- 7.02.01 New Event Destination Marketing Fund Grant Application and Criteria for Evaluation.
- 7.02.02 Growing an Existing Event Destination Marketing Fund Grant Application and Criteria for Evaluation.
- 7.02.03 Event Retention Destination Marketing Fund Grant Application and Criteria for Evaluation.
- 7.02.04 Capital Enhancements Grant Funding Application and Criteria for Evaluation.
- 7.02.05 Funding Agreement.
- 7.02.06 Final Report Form – New Event, Growing an Existing Event and Event Retention.
- 7.02.07 Final Report Form – Capital Enhancements.



DESTINATION MARKETING LEVY POLICY

7 PROCEDURE

7.02 Appendixes

7.02.01 New Event Destination Marketing Fund Grant Application and Criteria for Evaluation.

New Event Eligibility & Guidelines Destination Marketing Fund Grant

This category is typically suitable for applicants looking to bring an existing event to Prince Albert that has not been held in the City for at least three (3) consecutive years or create a brand new event to be held in Prince Albert.

To be eligible for the Destination Marketing Fund Grant, an event must generate overnight stays in Prince Albert.

In addition to the general guidelines, the following apply to New Event funding applications.

- To be eligible for Destination Marketing Fund Grant under the category “**New Event**”, the event for which funding is being sought must have never been hosted in Prince Albert or be an event that has been held in Prince Albert in the past but has not been held in the City for at least three (3) consecutive years.
- Events that have never been held in Prince Albert and generate overnight stays (limited to hotel/motel rooms, B&B rooms) may receive funding, with the approved funding paid out in two increments, forty (40%) percent after the Funding Agreement is signed and the remaining sixty (60%) percent after the Final Report has been received and projected room nights verified by the Destination Marketing Levy Advisory Committee.

Please contact destinationlevy@citypa.com or 306-953-4395 if you have any questions regarding this funding criteria.

Criteria for Evaluating New Event Destination Marketing Fund Grant Requests	
Criteria	Maximum Points Awarded
Number of room nights generated by event (limited to hotel/motel rooms, B&B rooms)	60
Seasonality of event (slow, medium, busy)	20
Guest expenditures	5
Event continuation (# of years)	5
Events part of a broader event attraction strategy	5
Media exposure (local, provincial, national, international)	2.5
Community capacity / local hosting group	2.5
Maximum Points Awarded	100

New Event Destination Marketing Fund Grant Application

Please provide the following information and attach additional information as required.

Application Date: [Click here for Calendar](#)

Amount of Destination Marketing Fund Requested: \$ [Enter amount here](#)

Organization Information:

Name of Organization requesting funding: [Click here to enter name.](#)

Contact Person: [Click here to enter name.](#)

Phone: [Click here to phone number.](#)

Email: [Click here to enter email.](#)

Mailing Address including postal code: [Click here to enter address.](#)

Type of Organization (please select one)

Private

Not-for-Profit

Other

If Other explain: [Click here to enter explanation.](#)

Name of Organization that the Destination Marketing Fund Grant, if approved, should be made payable to: [Click here to enter name.](#)

Brief description of organization requesting funding: [Click here to enter description.](#)

Organization's annual budget: \$ [Click here to enter amount.](#)

Event Information:

Name of Event: [Click here to enter name.](#)

Duration of event: Start date: [Click here for calendar](#) End date: [Click here for calendar](#)

Describe the event: [Click here to enter description.](#)

Accommodations:

Estimated total number of room nights generated from event: [Click here to enter number](#)
(Room nights limited to hotel/motel rooms, B&B rooms)

What method did you use to estimate the number of room nights generated for this event? [Click here to enter answer.](#)

What local facilities other than accommodations will be used? [Click here to enter answer.](#)

Event Attendance:

Estimated participants, officials and staff:

Enter number here.

Estimated spectators – non-residents
(80 km or more away from Prince Albert)

Enter number here.

Estimated spectators – City residents

Enter number here.

Total estimated spectators

Enter total here.

This event is (please select one)

Local Provincial Regional National International

Media exposure (please select one)

Local Provincial Regional National International

Event History:

Has the event been held in Prince Albert previously? Yes No

If this event has been held in Prince Albert previously, has it been at least 3 consecutive years since it was last held in Prince Albert? Yes No

If yes, please explain when last hosted in Prince Albert: **[Click here to enter explanation.](#)**

If no, the event is not eligible for funding under the “New Event” category. Please review other application categories to determine suitability.

Is there a possibility of this event happening more than once in Prince Albert? Yes No

Please explain: [Click here to enter explanation.](#)

Is there potential of this event resulting in other events being hosted in Prince Albert?

Yes No

Please explain:

[Click here to enter explanation.](#)

What is your organization's experience in hosting this or similar events? Please be sure to include a profile of your organizing committee / working group.

[Click here to enter answer.](#)

Please provide as much supporting information to aid in assessing your application. This information could include a business plan, a marketing plan, rationale / insight to support the information you supplied and / or your funding request, etc. The strength of information provided is the basis from which funding recommendations will be made.

The following items must accompany your application:

- If the funding application is being made for an event that is run by a subcommittee or league of a larger organization, include confirmation in writing from the Chair that they are aware of and support the event funding application.
- Budget for the event.
- Supporting information if applicable.

** Please provide the most current year-end financial statements or best equivalency if available.*

Privacy Policy Statement and Application Certification

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(a) Any contract approved by the council, any bylaw or resolution and any account paid by the Council relating to the City”

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DESTINATION MARKETING LEVY POLICY

7 PROCEDURE

7.02 Appendixes

- 7.02.02 Growing an Existing Event Destination Marketing Fund Grant Application and Criteria for Evaluation.**

Growing an Existing Event Eligibility & Guidelines Destination Marketing Fund Grant

This category is typically suitable for an event that has a history of being hosted in Prince Albert but is looking to expand the event in order to attract a totally new market segment to the event, an audience that otherwise would not have attended the event, which will result in increased room nights.

In addition to the general guidelines, the following apply to Growing an Event funding applications.

To be eligible for funding a new element must be added to an existing event that targets a totally different audience which will result in increased overnight stays (limited to hotel/motel rooms, B&B rooms). Incremental attendance growth resulting without a distinct change to the event offerings / format is ineligible. An example of an eligible event would be a hockey tournament that is held annually that includes competitors aged 14 – 16. A decision is made to expand the tournament to include competitors between the ages of 10-13. As an entire new division has been added, this event would be eligible for consideration under the Growing an Event funding category.

Please contact destinationlevy@citypa.com or 306-953-4395 if you have any questions regarding this funding criteria.

**Criteria for Evaluating Growing an Existing Event Destination
Marketing Fund Grant Requests**

Criteria	Maximum Points Awarded
Number of room nights generated by event (limited to hotel/motel rooms, B&B rooms)	50
Incremental cost of growth	15
Seasonality of event (slow, medium, busy)	20
% of Growth in overnight stays	10
Guest expenditures	5
Maximum Points Awarded	100

Growing an Existing Event Destination Marketing Fund Grant Application

Please provide the following information and attach additional information as required.

Application Date: [Click here for calendar](#)

Amount of Destination Marketing Fund Grant Requested: \$ [Enter amount here](#)

Organization Information:

Name of Organization requesting funding: [Click here to enter name.](#)

Contact Person: [Click here to enter name.](#)

Phone: [Click here to phone number.](#) Email: [Click here to enter email.](#)

Mailing Address including postal code: [Click here to enter address.](#)

Type of Organization (please select one)

Private Not-for-Profit Other

If Other explain: [Click here to enter explanation.](#)

Name of Organization that the Destination Marketing Fund Grant, if approved, should be made payable to: [Click here to enter name.](#)

Brief description of organization requesting funding: [Click here to enter description.](#)

Organization's annual budget: \$ [Click here to enter amount.](#)

Event Information:

Name of Event: [Click here to enter name.](#)

Duration of event: Start date: [Click here for calendar](#) End date: [Click here for calendar](#)

Describe the Event: Please describe the organization's strategy to grow the event including but not limited to the following information:

- What is being added to the event to create more attendees from outside of our region?
- How do you plan to attract this new market segment?
- What are the benefits and impacts of attracting this segment to the existing event?
- Are there any particular barriers or opportunities that adding this market segment to your existing event present?
- What are the incremental costs associated with growing the event? Please itemize additional expenses incurred as a result of the planned event growth.

Please provide as much supporting information as possible to aid in assessing your application. The strength of information provided is the basis from which funding recommendations will be made.

As per the Destination Marketing Levy Policy, increasing the amount of attendees to an event, without fundamentally changing the event does not meet the eligibility requirements for Growing an Event Destination Marketing Fund Levy.

[Click here to enter event description.](#)

Accommodations:

Estimated number of room nights generated from the event presently: [Click here to enter number](#)
(Room nights limited to hotel/motel rooms, B&B rooms)

Estimated number of **additional** room nights generated by the event after the growth strategy outlined in this application: [Click here to enter the number.](#)

What method did you use to estimate the number of room nights generated for this event currently and after the growth strategy is implemented? [Click here to enter answer.](#)

What local facilities other than accommodations are typically or will be used for this event?

[Click here to enter answer.](#)

Event Attendance:

Estimated participants, officials and staff of expanded event

[Enter number here.](#)

Estimated spectators of expanded event – non-residents
(80 km or more away from Prince Albert)

[Enter number here.](#)

Estimated spectators of expanded event – City residents

[Enter number here.](#)

Total estimated spectators of expanded event

[Enter total here.](#)

This event is (please select one)

Local Provincial Regional National International

Media exposure (please select one)

Local Provincial Regional National International

Event History:

How long has the event been held in Prince Albert: [Click here to enter information.](#)

Frequency of the event being hosted in Prince Albert: [Click here to enter frequency.](#)

Is there potential of this event resulting in other events being hosted in Prince Albert?

Yes No

Please explain: [Click here to enter explanation.](#)

What is your organization's experience in hosting this or similar events? Please be sure to include a profile of your organizing committee / working group.

[Click here to enter answer.](#)

The following items must accompany your application:

- Budget for the event
- Supporting information if applicable

** Please provide the most current year-end financial statements or best equivalency if available.*

Privacy Policy Statement and Application Certification

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DESTINATION MARKETING LEVY POLICY

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7.02 Appendixes

7.02.03 Event Retention Destination Marketing Fund Grant Application and Criteria for Evaluation.



1084 Central Avenue
Prince Albert, SK S6V 7P3
P: 306-953-4395
F: 306-953-4396
www.citypa.com

Event Retention Eligibility & Guidelines Destination Marketing Fund Grant

In addition to the general guidelines, the following apply to Event Retention funding applications.

This category is typically suitable for an event that has a history of being hosted in Prince Albert but is in jeopardy of no longer being hosted in Prince Albert or being shortened as a result of a variety of reasons, including but not limited to finances or a competitive bid from another community.

Please contact destinationlevy@citypa.com or 306-953-4395 if you have any questions regarding this funding criteria.

**Criteria for Evaluating Event Retention Destination Marketing
Fund Grant Requests**

Criteria	Maximum Points Awarded
Competitive bid or Event Viability	50
Number of room nights generated by event (limited to hotel/motel rooms, B&B rooms)	40
Seasonality of event (slow, medium, busy)	10
Maximum Points Awarded	100

Event Retention Destination Marketing Fund Grant Application

Application Date: [Click here for calendar](#)

Please select the type of application being submitted.

- Event Viability Application (event is struggling)
- Competitive Bid received Application

Amount of Destination Marketing Grant Fund Requested: \$ [Enter amount here](#)

Organization Information:

Name of Organization requesting funding: [Click here to enter name.](#)

Contact Person: [Click here to enter name.](#)

Phone: [Click here to enter phone number.](#) Email: [Click here to enter email.](#)

Mailing Address including postal code: [Click here to enter address.](#)

Type of Organization (please select one)

- Private Not-for-Profit Other

If Other, explain: [Click here to enter explanation.](#)

Name of Organization that the Destination Marketing Fund Grant, if approved, should be made payable to: [Click here to enter name.](#)

Brief description of organization requesting funding: [Click here to enter description.](#)

Organization's annual budget: \$ [Click here to enter amount.](#)

Event Information:

Name of Event: [Click here to enter name.](#)

Duration of event: Start date: [Click here for calendar](#) End date: [Click here for calendar](#)

Describe the event: [Click here to enter description.](#)

Accommodations:

Estimated number of room nights generated from event: [Click here to enter number.](#)
(Room nights limited to hotel/motel rooms, B&B rooms)

What method did you use to estimate the number of room nights generated for this event: [Click here to enter answer.](#)

What local facilities other than accommodations will be used: [Click here to enter answer.](#)

Event Attendance:

Estimated participants, officials and staff:

Enter number here.

Estimated spectators – non-residents
(80 km or more away from Prince Albert)

Enter number here.

Estimated spectators – City residents

Enter number here.

Total estimated spectators

Enter total here.

This event is (please select one)

Local Provincial Regional National International

Media exposure (please select one)

Local Provincial Regional National International

Event History:

How long has this event been held in Prince Albert? **Click here to enter answer.**

Frequency of the event being hosted in Prince Albert (annually, every second year, etc.)? **Click here to enter answer.**

Does hosting this event in Prince Albert result in other events being hosted in Prince Albert or could other events be hosted in Prince Albert as a result of this event? Yes No

Please explain: **Click here to enter explanation.**

Briefly summarize the experience of your organization related to hosting this or other events:

[Click here to enter answer.](#)

Assessing Need:

Please provide as much supporting information as possible to aid in assessing your application. The strength of information provided is the basis from which funding recommendations will be made. Please pay special attention to describing the items outlined below to the best of your ability.

Why is the event in jeopardy of not being held in Prince Albert or of its duration being reduced? How crucial is the Event Retention Destination Marketing Fund Grant? **[Click here to enter answer.](#)**

Please describe efforts made by the organizing committee to retain this event in Prince Albert: **[Click here to enter answer.](#)**

Should an Event Retention Destination Marketing Fund Grant be approved, what plans have been put in place to ensure the event is sustainable moving forward?

(Possible information to include is your business plan including marketing plans and a demonstration of what is planned to ensure ongoing sustainability of the event)

[Click here to enter answer.](#)

If a competitive bid from another community to host the event in their community has been received please include details with your funding application.

(These details should include items such as: was the bid solicited by your organization or unsolicited, have the appropriate decision makers indicated a willingness to relocate the event, how does the organization benefit from moving the event, etc.)

[Click here to enter answer.](#)

Please ensure the following items accompany your application:

- Budget for the event.
- Supporting information if applicable.

** Please provide the most current year-end financial statements or best equivalency if available.*

Privacy Policy Statement and Application Certification

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- (a) Any contract approved by the council, any bylaw or resolution and any account paid by the Council relating to the City”*

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DESTINATION MARKETING LEVY POLICY

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7.02 Appendixes

- 7.02.04 Capital Enhancements Grant Funding Application and Criteria for Evaluation.

Capital Enhancements Eligibility & Guidelines Destination Marketing Fund Grant

In addition to the general guidelines, the following apply to Capital Enhancement funding applications:

- The request for capital enhancements must be directly related to a need identified in order to successfully host a specified event, and the specified event must generate new “event based overnight stays” (limited to hotel/motel rooms, B&B rooms) or maintain existing overnight stays generated by the specified event.”
- The capital enhancement(s) shall be a legacy to the City as a permanent structure or fixture to remain for future users.
- The applicant must provide written proof that the capital enhancements are part of a bid requirement and/or that with the addition of the capital asset, a specific event will be hosted/retained in Prince Albert.” This written proof should come from an organizing body of the event.
- Only one capital application will be permitted per project (ie. two or more organizations cannot both apply for funding for the same capital project).
- Business plans that accompany a capital funding application must demonstrate sustainability of the capital asset once constructed.
- Return on Investment (ROI) will be part of the evaluation criteria.
- Destination Marketing funding for capital projects is intended to primarily be “top up funding” for eligible capital projects not the primary funding source. There may be situations when the Destination Marketing Fund Grant is the primary funding source.
- For a one (1) year capital funding commitment, forty (40%) percent of the funds will be paid to the applicant at commencement of construction and the remaining sixty (60%) percent once construction of the capital project is complete and the Final Report form is submitted and approved.
- For multiple year capital funding commitments, a payment schedule will be determined at the time of signing the Funding Agreement.
- The event organizer, whether the same or different from the capital funding applicant, may apply for event funding under the appropriate Destination Marketing Fund Grant category.

Eligibility to apply for Capital Enhancement funding from the Destination Marketing Fund Grant:

- The event for which capital funding is required must generate overnight stays (limited to hotel/motel rooms, B&B rooms).
- The capital enhancement(s) shall be a legacy to the City as a permanent structure or fixture to remain for future users.
- The capital enhancements for which funding is being requested must be necessary to secure or retain an identified event and are not intended to fund what would be considered normal / regular capital maintenance.
- The capital enhancements and the event for which capital enhancements are being completed must occur in Prince Albert.
- The applicant shall have no outstanding taxes, utility charges or other amounts owing to the municipal government and all properties owned by the Organization must be free of any City of Prince Albert Building and Safety Maintenance Orders.

Not eligible for Destination Marketing Fund Capital Funding grants:

- Retroactive applications will not be considered. Capital applications must be received, reviewed and a decision made by City Council before construction commences and before the event is hosted.

Please contact destinationlevy@citypa.com or 306-953-4395 if you have any questions regarding this funding criteria.

**Criteria for Evaluating Capital Enhancements Destination
Marketing Fund Grant Requests**

Criteria	Maximum Points Awarded
<p>Comprehensive Business Plan</p> <p>Including all sources of funding and the percentage of overall capital investment being requested through the Capital Destination Marketing Fund Grant Application.</p> <p>Return on investment or asset.</p> <p>Long term plan for sustaining funded capital asset.</p> <p>Rationale for making the capital investments for which funding is being requested.</p>	30
Experience in completing capital projects	10
Economic impact of hosting the event for which capital improvement funding is being requested	60
Maximum Points Awarded	100

Capital Enhancements Grant Funding Application

Application Date: [Click here for calendar](#)

Please provide the following information and attach additional information as required. **Note:** *The request for capital enhancements must be directly related to a need identified in order to successfully host a specified event. The applicant must provide written proof that the capital enhancements are part of a bid requirement.*

Organization Information:

Name of Organization requesting funding: [Click here to enter name.](#)

Contact Person: [Click here to enter name.](#)

Phone: [Click here to phone number.](#)

Email: [Click here to enter email.](#)

Mailing Address including postal code: [Click here to enter address.](#)

Type of Organization (please select one)

Private

Not-for-Profit

Other

If Other explain: [Click here to enter explanation.](#)

Name of Organization that the Destination Marketing Fund Grant, if approved should be made payable to if different than the organization named above: [Click here to enter name.](#)

Brief description of organization requesting funding, including history and composition: [Click here to enter description.](#)

Organization's annual budget: \$ [Click here to enter amount.](#)

Total Value of capital enhancements: **\$ Click here to enter value.**

Amount of Destination Marketing Fund Grant requested: **\$ Click here to enter amount.**

Profile of Event(s) requiring the Capital Investment:

Please supply the information below for the event for which capital enhancement are required in order to host the event.

Name of Event: **Click here to enter name.**

Duration of event: Start date: **Click for calendar**

End date: **Click for calendar**

Describe the event: **Click here to enter description.**

If this Capital Investment is required to host more than one event bid, include additional event information here: **Click here to enter additional event(s).**

Accommodations:

Estimated total number of room nights generated from event: **Click here to enter number.**
(Room nights limited to hotel/motel rooms, B&B rooms)

What method did you use to estimate the number of room nights generated for this event? **Click here to enter answer.**

What local facilities other than accommodations will be used? **Click here to enter answer.**

Event Attendance:

Estimated participants, officials and staff:

Enter number here.

Estimated spectators – non-residents
(80 km or more away from Prince Albert)

Enter number here.

Estimated spectators – city residents

Enter number here.

Total estimated spectators

Enter total here.

This event(s) is (please select one)

Local Provincial Regional National International

Media exposure (please select one)

Local Provincial Regional National International

Event History:

Has the event been held in Prince Albert previously? Yes No

If this event has been held in Prince Albert previously, please explain when it was last hosted in Prince Albert: **[Click here to enter explanation.](#)**

Is there a possibility of this event(s) happening more than once in Prince Albert?

Yes No

Please explain: **[Click here to enter explanation.](#)**

Is there potential of this event resulting in other events being hosted in Prince Albert?

Yes No

Please explain: [Click here to enter explanation.](#)

Capital Enhancement Information:

Critical to the evaluation of your funding application is the provision of a detailed business plan and rationale for the capital enhancements for which funding is requested. The applicant must also include a long term plan as to how they will protect / maintain the capital assets once the investment is made.

Please provide as much supporting information to aid in assessing your application below or in a separate attachment. At a minimum the information included with your application should speak to the evaluation criteria set forth in the Capital Enhancements Guidelines, with a strong emphasis on:

- How will the capital enhancement(s) be a legacy to the City as a permanent structure or fixture to remain for future users.
- A detailed description of the capital investments required including associated costs.
- Rationale for making the capital investments for which funding is being requested. Why are capital enhancements required for the event?
- Comprehensive Business Plan, including total capital costs, % overall capital investment being requested, other funding sources being utilized, including amount per funder.
- Project timelines (start, key milestones and completion date).
- Experience in completing capital projects.
- Long term plan for sustaining funded capital asset as well as past experience maintaining capital assets long term.
- Other events / uses made possible through the capital enhancement for which funding is being requested.
- Who will own the capital asset.

Information requested in this application may be attached separately to your application if preferred. The strength of information provided is the basis from which funding recommendations will be made.

The following items must accompany your application:

- Estimates for the capital enhancements.
- Budget for the event for which capital enhancements are being proposed.
- Comprehensive business plan and associated items listed above.
- Supporting documents if applicable

** Please provide the most current year-end financial statements or best equivalency if available.*

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(a) Any contract approved by the council, any bylaw or resolution and any account paid by the Council relating to the City”

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DESTINATION MARKETING LEVY POLICY

7 PROCEDURE

7.02 Appendixes

7.02.05 Funding Agreement.

Destination Marketing Fund Grant Funding Agreement

The City of Prince Albert, having examined the application prepared to provide funding to the Applicant/Recipient, subject to the terms and conditions herein.

Therefore, in consideration of the terms and conditions set out in the agreement, the City of Prince Albert and the Applicant/Recipient agree, as follows:

Effective Date and Term:

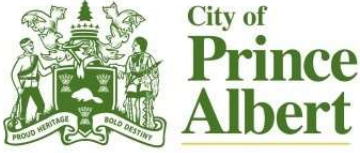
1. The term of this Agreement is from the date of signing up to and including 60 days post event completion (as stated in the application for funding).

Funding/Sponsorship:

2. The City of Prince Albert shall agree to pay the Applicant/Recipient an amount not exceeding the sum of \$_____.
3. The Applicant/Recipient agrees to recognize the City of Prince Albert and its member hotels as sponsors of the event.

Payment Schedule:

4. The City of Prince Albert agrees to pay the Applicant/Recipient forty (40%) percent of the funding amount upon signing of the agreement. The amount not exceeding the sum of \$_____.
5. The City of Prince Albert agrees to pay the Applicant/Recipient the remaining sixty (60%) percent of the funding amount upon receipt and approval of the Final Report Form by the Destination Marketing Levy Advisory Committee. The amount not exceeding the sum of \$_____.
6. If criteria is not met, the funding amounts above will be adjusted to reflect the Final Report results.



1084 Central Avenue
Prince Albert, SK S6V 7P3
P: 306-953-4395
F: 306-953-4396
www.citypa.com

Fund Use and Repayment:

7. The funds will be used solely for the purpose described within the application(s) and the Destination Marketing Levy Policy and Funding Agreement and subject to the conditions herein.
8. If the funds are not used, they will be immediately returned to the City of Prince Albert.
9. If the Applicant/Recipient does not comply within the conditions of the Agreement, including any of the information provided by the Applicant/Recipient to obtain the grant is determined to be false, misleading or inaccurate, the City of Prince Albert may require the Applicant/Recipient to repay all or part of the funds.
10. The Applicant/Recipient will provide proof that grant monies were used for the purposes intended.
11. The Applicant/Recipient will submit a completed Final Report Form and any other documentation of proof requested by the City of Prince Albert within sixty (60) days of the event completion.

Signed by the Applicant/Recipient this _____ day of _____, 201__.

Event Name _____

Applicant – Full Name _____

Signature

Witness

IN WITNESS WHEREOF the City of Prince Albert has hereunto affixed its corporate seal, duly witnessed by the hands of the proper officers in that behalf, duly authorized this _____ day of _____, A.D., 201__.

THE CITY OF PRINCE ALBERT

MAYOR

CITY CLERK

Updated May 2017

**AFFIDAVIT OF ATTESTATION
OF AN INSTRUMENT**

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

I, _____, of the City of _____, in
the Province of _____, make oath and say as follows:

1. That I was personally present and did see _____
named in the within instrument, who is personally know to me to be the person named
therein, duly sign and execute the same for the purposes named therein.

2. That the same was executed on the ____ day of _____,
A.D. 201__ at the City of _____, in the Province of
_____, and that I am the subscribing witness thereto.

3. That I know the said _____ and she/he is, in my
belief, of the full age of eighteen (18) years.

SWORN before me at the City of)
_____, in the Province)
of Saskatchewan, this ___ day)
of _____, A.D. 201__.)

A COMMISSIONER FOR OATHS in and
for the Province of Saskatchewan.

My Commission expires:
OR, BEING A SOLICITOR

DESTINATION MARKETING LEVY POLICY

7 PROCEDURE

7.02 Appendixes

7.02.06 Final Report Form – New Event, Growing an Existing Event and Event Retention.

**Final Report Form
New Event, Growing an Event and Event Retention
Destination Marketing Fund Grant**

Final Report Date: [Click here for calendar](#)

Organization Information:

Name of Organization: [Click here to enter name.](#)

Follow up questions should be directed to:

Contact Person: [Click here to enter name.](#)

Phone: [Click here to phone number.](#)

Email: [Click here to enter email.](#)

Event Information:

Name of Event: [Click here to enter name.](#)

Estimated total number of room nights generated (as per original application): [Click here to enter number](#)

Actual room nights generated by the event? [Click here to enter number.](#)

How were room nights verified? [Click here to enter answer.](#)

Please list or attach on a separate sheet, the name of each hotel/motel used by event attendees and how many room nights were rented at each of the establishments listed.

[Click here to enter details of room nights or attach on a separate sheet.](#)

**** Please attached a form verified by the Hotel for the hotel rooms booked.**



Are there any additional events that may result or have been confirmed as a result of hosting this event in Prince Albert? Yes No

If yes, please explain: [Click here to enter explanation.](#)

What level of media coverage was realized during the event?

List of media outlets that covered event:

Local	<u>Click here to insert info.</u>
Provincial	<u>Click here to insert info.</u>
National	<u>Click here to insert info.</u>

Budget:

Please attach a final budget or financial statements that reflect actual revenue and expenses.

Comments:

If there are any lessons learned, comments, etc. that you would like to share with regards to your event or the Destination Marketing Fund Grant or application process, please feel free to do so below or on a separate sheet of paper.

[Click here to enter comments or include a separate sheet.](#)

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(a) Any contract approved by the council, any bylaw or resolution and any account paid by the Council relating to the City”

Date: [Click here to enter a date.](#)

Signature: [Click here to insert electronic signature, or print report and sign.](#)

Print Name and Title: [Click here to type name & title.](#)

This Final Report with all supporting documents can be saved and emailed to destinationlevy@citypa.com or printed and mailed or dropped off to City Hall, City Manager's Office, 2nd Floor, 1084 Central Avenue, Prince Albert, SK S6V 7P3.

DESTINATION MARKETING LEVY POLICY

7 PROCEDURE

7.02 Appendixes

7.02.07 Final Report Form – Capital Enhancements.

Final Report Form Capital Enhancements – Destination Marketing Fund Grant

Date of Final Report: [Click here for calendar](#)

Organization Information:

Name of Organization: [Click here to enter name.](#)

Follow up questions should be directed to:

Contact Person: [Click here to enter name.](#)

Phone: [Click here to enter phone number.](#)

Email: [Click here to enter email.](#)

Capital Enhancements budget as per original application: \$ [Enter amount here.](#)

Capital Enhancements actual costs: \$ [Enter amount here.](#)

Please include the following information with your final report

- A copy of invoices for the capital enhancements undertaken
- For existing capital assets, photos of asset prior to enhancements and after enhancements
- For new capital assets, photos of the capital asset
- Any additional information or comments you feel are applicable
- Owner of the capital asset

Privacy Policy Statement and Application Certification

The City of Prince Albert is governed by *The Cities Act* and designated as a Local Authority pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act (LAFOIP)*. Therefore, all information collected for the Destination Marketing Fund Grant Application process, including final executed Contracts and Agreements will be subject to public disclosure either through a Freedom of Information and Access Request in accordance with those regulations or Public Agenda.

Section 91(1)(a) of the Cities Act states the following:

“91(1) Any person is entitled at any time during regular business hours to inspect and obtain copies of:

(a) Any contract approved by the council, any bylaw or resolution and any account paid by the Council relating to the City”

Date: [Click here to enter a date.](#)

Signature: [Click here to insert electronic signature.](#) or print report and sign.

Print Name and Title: [Click here to type name & title.](#)

This Final Report with all supporting documents can be saved and emailed to destinationlevy@citypa.com or printed and mailed or dropped off to City Hall, City Manager’s Office, 2nd Floor, 1084 Central Avenue, Prince Albert, SK S6V 7P3.



City of Prince Albert

RPT 24-21

TITLE: Destination Marketing Fund Grant Application Form – PAGC Men’s Recreation Hockey Tournament

DATE: January 12, 2024

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the New Event Destination Marketing Fund Grant Application from Prince Albert Grand Council Sport Culture and Recreation for funding the Prince Albert Grand Council Men’s Recreation Hockey Tournament, scheduled for January 12 - 14, 2024, in the amount of \$30,000, be approved;
2. That \$30,000 be funded from the Destination Marketing Levy Reserve; and,
3. That the Mayor and City Clerk be authorized to execute the Funding Agreement on behalf of The City, once prepared.

ATTACHMENTS:

1. Destination Marketing Fund Grant Application Form – PAGC Men’s Recreation Hockey Tournament (RPT 23-446)

Written by: Destination Marketing Levy Advisory Committee



City of Prince Albert

RPT 23-446

TITLE: Destination Marketing Fund Grant Application Form – PAGC Men’s Recreation Hockey Tournament

DATE: **December 20, 2023**

TO: Destination Marketing Levy Advisory Committee

PUBLIC: X

INCAMERA:

RECOMMENDATION:

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

1. That the New Event Destination Marketing Fund Grant Application from PAGC Sport Culture and Recreation for funding the PAGC Men’s Recreation Hockey Tournament scheduled for Jan 12-14, 2024, in the amount of \$30,000, be approved;
2. That \$30,000 be funded from the Destination Marketing Levy Reserve; and,
3. That the Mayor and City Clerk be authorized to execute the Funding Agreement on behalf of The City, once prepared.

TOPIC & PURPOSE:

To obtain approval for funding in the amount of \$30,000 for the PAGC Men’s Recreation Hockey Tournament scheduled for Jan 12 – 14, 2024.

BACKGROUND:

City Council, at its meeting of June 13, 2022, considered an updated Destination Marketing Levy Policy – Amended as Per Executive Committee.

Council approved the following motion:

“That the Destination Marketing Levy Policy No. 89.3, as attached to RPT 22-242, be approved.”

The updated Destination Marketing Levy Policy updated the approval of DMF Funding Grants and Final Reports.

The attached DMF Application is requesting approval for grant funding in the amount of \$30,000.

The Application states: *“The PAGC Men’s Recreation Hockey Tournament has been hosted annually for 15 years. This Tournament has not been run since 2019. This is one of the northern events that start of the New Year. This year’s Tournament will be targeting 16 teams in a full 3 day competition.”*

The Application also states: **Prince Albert Grand Council is the Tribal Council located in Prince Albert. PAGC represents 12 First Nation Bands with a total of over 90,000 First Nation/Dakota members. Proceeds of the 2024 Men’s Recreation Hockey Tournament will go to PAGC-Urban Services to provide meaningful and enjoyable youth programming, initiatives and cultural events. With these programs their goal is to provide new employment skills, self-esteem building and healthier positive life styles to the youth in Prince Albert and their communities.**

As per the Destination Marketing Levy Policy, this Application needs to be approved by the Destination Marketing Levy Advisory Committee **and forwarded to City Council for final approval:**

4.05 City Council

- a) *Consider recommendations submitted by the Destination Marketing Levy Advisory Committee regarding applications for request of funding over the amount of \$10,000.*
- b) Approve applications over the amount of \$10,000.**
- c) *Authorize the Mayor and City Clerk to sign all Funding Agreements with the Applicant once a decision has been rendered by City Council regarding an approved request over \$10,000.*
- d) *May, as required, instruct that the Administrator attach conditions to the approval of assistance under this policy which will require the recipient to perform certain activities or provide additional information in connection with the event receiving funding.*

The amount of \$30,000 requires City Council approval.

PROPOSED APPROACH AND RATIONALE:

Funding Model for Grants

Destination Marketing Levy Funds will be funded as a Grant to Host Committees as per the confirmed hotel accommodations for the Event.

The grant to be funded will be based on the following ratio criteria:

City Council Approval - Grants for Funding over \$10,000.	
Hotel Rooms	Maximum DMF Levy Funding
901-1,000	\$15,000
1,001-1,200	\$25,000
1,201-1,500	\$30,000
1,501-1,999	\$35,000

Events of Significant Economic Impact - City Council Approval
Events of Significant Economic Impact - Must generate a minimum of 2,000 room nights. This includes large or special events that are an important component of the tourism industry, and they attract visitors. These events have a large economic impact and significance in the local host community, since the visitors will spend money during their travel and visit to Prince Albert that bring benefits. Such events include Worlds, Championships, etc. These events are approved by City Council.

The criteria for hotel rooms for DMF funding in the amount of \$30,000 is 1,201 to 1,500 confirmed hotel rooms.

In their Application Form, they had estimated approximately 4,110 rooms.

The Grant Application estimates 3,000 total participants/spectators per day x 60% out of town for 3 days Thu-Sun = 1,370 x 3 nights = 4,110. This amount would include the full rosters, community members, and families that are attending.

This event has been held in Prince Albert from 2009-2019. There was no event in 2020 and in 2021 & 2022 they tried to start it up again but was not successful due to Covid and the drastic change of employees.

The application was handed in a couple days after the last DMF Advisory Committee meeting in Dec 2023 and was too late to get on the agenda for the following council meeting. The DMF Advisory Committee will meet to discuss before the tournament is held in January 2024, however it will not have time to go to council to be approved. I have informed PAGC Sport Culture and Recreation of this and if the application is approved there would possibly be only one payment based on final report which they are okay with.

If you base this application on the estimated hotel accommodations, they are eligible for a DMF Grant in the amount of \$30,000 +. They also meet the criteria of **Events of Significant Economic Impact - City Council Approval**.

CONSULTATIONS:

The Grant Application has been reviewed internally by Administration.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Once a decision has been rendered by the Destination Marketing Levy Advisory Committee, the Administrator will report back to the Host Committee.

Once the funding is approved, a Funding Agreement will be forwarded for signing.

POLICY IMPLICATIONS:

This Grant Application is from the approved Destination Marketing Levy Policy.

FINANCIAL IMPLICATIONS:

As per approved Policy, the Destination Marketing Levy Advisory Committee can approve applications up to \$10,000. Over the funding request amount of \$10,000, a recommendation will go to City Council to approve the application.

A recommendation will need to be forwarded to City Council for approval of grant funding, as the request is over \$10,000.

With the approval of the Destination Marketing Levy Fund Grants to date, including the requests to the Committee at this time, and the 2023 Levy Revenue credited to the Reserve, the projected Reserve Balance is approximately **(\$1,017,731)**.

PRIVACY IMPLICATIONS, OTHER CONSIDERATIONS/IMPLICATIONS:

There are no official community plan or privacy implications.

STRATEGIC PLAN:

Acting and Caring Community – The Destination Marketing Levy Policy was approved for attracting events to the City of Prince Albert; attract visitors to the City of Prince Albert, and in so doing, generate significant economic benefit for the community.

The Application states that Prince Albert businesses such as hotels, restaurants and shopping centers receive huge amount of business from the players and families of the participants.

This Tournament provides great economic benefit to our community.

The PAGC Men’s Recreation Hockey Tournament:

“Hosting this event in Prince Albert draws participants from all over Sask, Manitoba, and Alberta. The Participants and families that attend the event get to see the new areas of Prince Albert including the new Sport Complex, new hotels being built. Showcasing Prince Albert has always been one of our mandates to hosting events like this in the City”

PUBLIC NOTICE:

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

PRESENTATION: Verbal Presentation by the DMF Administrator

ATTACHMENTS:

1. New Event DMF Application & Budget - PAGC Men's Recreation Hockey Tournament

Written by: Trina Bell, Tourism Coordinator

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

New Event Destination Marketing Fund Grant Application

Please provide the following information and attach additional information as required.

Application Date: November 17, 2023

Amount of Destination Marketing Fund Requested: \$ 30,000

Organization Information:

Name of Organization requesting funding: Prince Albert Grand Council

Contact Person: Geoff Despins

Phone: 306-961-9926 Email: gdespins@pagc.net

Mailing Address including postal code: 1211 1st avenue east Prince Albert S6V 4Y8

Type of Organization (please select one)

Private

Not-for-Profit

Other

If Other explain: [Click here to enter explanation.](#)

Name of Organization that the Destination Marketing Fund Grant, if approved, should be made payable to: PAGC Sport Culture and Recreation

Brief description of organization requesting funding: Prince Albert Grand Council is the Tribal Council Located in Prince Albert. PAGC represents 12 First Nation Bands with a total of over 90,000 First Nation/Dakota Nation members.

Organization's annual budget: \$ 90,000

Event Information:

Name of Event: PAGC Men's Recreation Tournament

Duration of event: Start date: Jan. 12, 24 End date: Jan. 14, 24

Describe the event: The PAGC Men's Recreation Hockey Tournament that has been hosted annually for 15 years. This tournament has not been run since 2019. This is one of the northern events that start off the new year. This year's Tournament will be targeting 16 teams in a full 3 day competition. The details of the event are attached.

Accommodations:

Estimated total number of room nights generated from event: 3000 total participants/spectators per day x 60% out of town for 3 days Thursday Night – Sunday. = 1370 x 3 nights = 4,110
(Room nights limited to hotel/motel rooms, B&B rooms)

What method did you use to estimate the number of room nights generated for this event? We estimated the full team rosters, community members and added families that are attending.

What local facilities other than accommodations will be used? Art Hauser, Local Stores and Restaurants.

Event Attendance:

Estimated participants, officials and staff: **1100 per day**

Estimated spectators – non-residents
(80 km or more away from Prince Albert) **800 per day**

Estimated spectators – City residents **500 per day**

Total estimated spectators **2400 per day**

This event is (please select one)

Local Provincial Regional National International

Media exposure (please select one)

Local Provincial Regional National International

Event History:

Has the event been held in Prince Albert previously? Yes No

If this event has been held in Prince Albert previously, has it been at least 3 consecutive years since it was last held in Prince Albert? Yes No

If yes, please explain when last hosted in Prince Albert: **This tournament has not been hosted since January 2019.**

If no, the event is not eligible for funding under the "New Event" category. Please review other application categories to determine suitability.

Is there a possibility of this event happening more than once in Prince Albert? Yes No

Please explain: **This is event has been held in Prince Albert from 2009 – 2019. There was a drastic change of employees. This event tried to start up again in 2021 & 2022, event was not successful on the start up due to covid19 being the reason.**

Is there potential of this event resulting in other events being hosted in Prince Albert?

Yes No

Please explain:

Hosting this event in Prince Albert draws Participants from all over Sask, Manitoba and Alberta. The participants and families that attend the event get to see the new areas of Prince Albert including the new Sport Complex, the new hotels being built. Showcasing Prince Albert has always been one of our mandates to hosting events like this in the City.

What is your organization's experience in hosting this or similar events? Please be sure to include a profile of your organizing committee / working group.

PAGC Rec 2009-2019, PAGC Senator's Cup 2014-2023, PAGC/NLC/NLCDC 38th Annual Golf Tournament(2024 will be 39th Annual), PAGC Culture Gathering.

Working Group:

Grand Chief Brian Hardlotte

Sport, Culture and Recreation Vice Chief Smy Tsanni

Director/Manager Geoff Despins

SCR Coordinator Robynn Dorion

SCR Coordinator Stephen Mckay

SCR Support Mel Mercredi.



Please provide as much supporting information to aid in assessing your application. This information could include a business plan, a marketing plan, rationale / insight to support the information you supplied and / or your funding request, etc. The strength of information provided is the basis from which funding recommendations will be made.

The following items must accompany your application:

- If the funding application is being made for an event that is run by a subcommittee or league of a larger organization, include confirmation in writing from the Chair that they are aware of and support the event funding application.
- Budget for the event.
- Supporting information if applicable.

** Please provide the most current year-end financial statements or best equivalency if available.*

Privacy Policy Statement and Application Certification

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(a) Any contract approved by the council, any bylaw or resolution and any account paid by the Council relating to the City”

This Grant Application with all supporting documents can be saved and emailed to destinationlevy@citypa.com or printed and mailed or dropped off to City Hall, City Manager's Office, 2nd Floor, 1084 Central Avenue, Prince Albert, SK S6V 7P3.

2024 PACC REGISTRATION TOURNAMENT

16 TEAM

MODIFIED DOUBLE KNOCKOUT ONE GAME FINAL

\$1500 PER TEAM

1ST PLACE \$10,000

2ND PLACE \$6,000

3RD PLACE \$4,000

PLAYER OF THE GAME

PAYOUT BASED ON FULL ENTRY

FRIDAY - KINSMEN & STUART

SATURDAY - ART HAUSER

SUNDAY - ART HAUSER

JANUARY 12, 13 & 14 2024

\$10 AT THE DOOR

EVERYONE PAYS

ONLY TEAMS PAID & SUBMITTED
ROSTERS WILL BE PUT INTO DRAW

ALL RESERVE - 1 IMPORT GOALIE

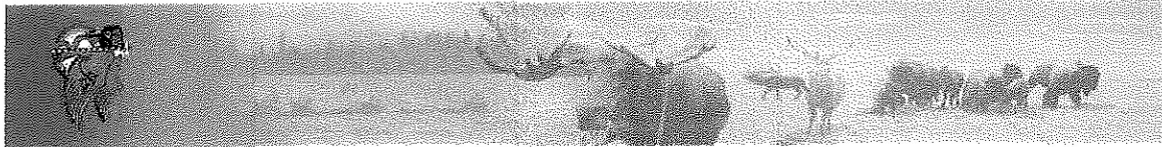


TO REGISTER PLEASE CONTACT
ROBYNN DORION 306-960-8115

OR

STEPHEN MCKAY 306-980-5993





**Prince Albert Grand Council
Main Office
Chief Joseph Custer Reserve #201
P.O. Box 2350
Prince Albert Saskatchewan
S6V 6Z1**

**TO: Merchants within the Prince Albert District
FROM: PAGC Sports, Culture and Recreation
DATE: December 1st 2023
RE: PAGC Men's Recreation Annual Hockey Tournament**

Prince Albert Grand Council are requesting sponsorship for our Annual Hockey Tournament and to help make this event a huge success.

This tournament brings players from all over Saskatchewan, Manitoba and Alberta to have a weekend of physical activity, to socialize and to meet new people in a positive enjoyable weekend in the City of Prince Albert.

Prince Albert City businesses such as hotels, restaurants and shopping centers receive huge amount of business from the players and families of the participants.

Its tradition that the day prior to the tournament we host an annual feast and smudge the arena to give thanks and in recognition for a healthy, safe and enjoyable weekend for all.

In 2023 PAGC Urban Services & Sports, Culture and Recreation used the proceeds towards youth programming such as:

1. Employment Readiness
2. K-12 School Supplies
3. Wrap-up BBQ for summer youth programming
4. PAGC Youth Sport Development
5. Youth Sponsorship for Sports

Proceeds of the 2023 Men's Rec Tournament will go to PAGC-Urban Services. With this donation we are better able to provide meaningful and enjoyable youth programming, initiatives and cultural events. With these programs our goal is to provide new employment skills, self-esteem building and healthier positive life style to our youth in Prince Albert Area and in our communities.

We are approaching the corporate community and request merchants such as your organization to provide some form of financial and/or merchandise donation. We announce the sponsors at the tournament and publish their contribution in the PAGC Tribune. Signage is also an option if you want to supply a sign.

On behalf of the PAGC SCR committee, we would like to thank your company for any contribution made to this worthy cause.

Sincerely,

**Geoff Despins Director
Robynn Dorion Coordinator
Stephen McKay Coordinator
Mel Mercredi Coordinator
PRINCE ALBERT GRAND COUNCIL**

PAGC Men's Recreation Hockey Tournament
Kinsmen Arena, Stuart Arena and Art Hauser Centre
January 12th - 14th 2024
Projected Revenue & Expenses



Revenue		Projected
16 Double Elimination 100% Payout		\$24,000.00
Total Revenue		\$24,000.00
Expenses		Projected
Prize Payout - 1st, 2nd, 3rd & Player of the game		\$22,000.00
Top 5 Individual prizes		\$4,000.00
Venue Rental		\$10,000.00
Referee's		\$10,000.00
Apparel		\$15,000.00
Trophies		\$3,000.00
Meals		\$7,000.00
Security		\$3,000.00
D.J, MC, Lights, Time Kepper		\$7,500.00
Printing, Game Sheets, Advertisement		\$10,000.00
Total Expenses		\$91,500.00
Total Surplus		(\$67,500.00)



City of Prince Albert

RPT 24-22

TITLE: Destination Marketing Fund Grant Application Form - 2024 Senator's Cup - Full Contact Hockey Tournament

DATE: January 12, 2024

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the Event Retention Destination Marketing Fund Grant Application from Prince Albert Grand Council Sports & Recreation for funding the 2024 Senator's Cup – Full Contact Hockey Tournament scheduled for March 14 – 17, 2024, in the amount of \$30,000, be approved;
2. That \$30,000 be funded from the Destination Marketing Levy Reserve; and,
3. That the Mayor and City Clerk be authorized to execute the Funding Agreement on behalf of The City, once prepared.

ATTACHMENTS:

1. Destination Marketing Fund Grant Application Form - 2024 Senator's Cup - Full Contact Hockey Tournament (RPT 23-448)

Written by: Destination Marketing Levy Advisory Committee



City of Prince Albert

RPT 23-448

TITLE: Destination Marketing Fund Grant Application Form - 2024 Senator's Cup - Full Contact Hockey Tournament

DATE: **December 20, 2023**

TO: Destination Marketing Levy Advisory Committee

PUBLIC: X

INCAMERA:

RECOMMENDATION:

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

1. That the Event Retention Destination Marketing Fund Grant Application from PAGC Sports & Recreation for funding the 2024 Senator's Cup – Full Contact Hockey Tournament scheduled for March 14 – 17, 2024, in the amount of \$30,000, be approved;
2. That \$30,000 be funded from the Destination Marketing Levy Reserve; and,
3. That the Mayor and City Clerk be authorized to execute the Funding Agreement on behalf of The City, once prepared.

TOPIC & PURPOSE:

To obtain approval for funding in the amount of \$30,000 for the 2024 Senator's Cup – Full Contact Hockey Tournament scheduled for March 14 – 17, 2023.

BACKGROUND:

City Council, at its meeting of June 13, 2022, considered an updated Destination Marketing Levy Policy – Amended as Per Executive Committee.

Council approved the following motion:

“That the Destination Marketing Levy Policy No. 89.3, as attached to RPT 22-242, be approved.”

The updated Destination Marketing Levy Policy updated the approval of DMF Funding Grants and Final Reports.

The attached DMF Application is requesting approval for grant funding in the amount of \$30,000.

The Application states: *“The PAGC Senators Cup is a full contact hockey tournament and is held annually in Prince Albert. The tournament is one of the most popular and well attended hockey Tournaments in Prince Albert. Even during Covid-19 years the tournament went ahead except for 2020. In the past the tournament has targeted 16 First Nation hockey teams. Teams have been from all over Western Canada (Saskatchewan, Manitoba, Alberta). In the past years 20-30 pro/semi-pro hockey players have attended the tournament for a chance to win the Senator’s Cup that has driven spectator interest. The year the Senators Cup tournament will be targeting 20 teams which will extend the tournament by a day. It is also looking at possibly a Women’s Division. This will depend on the interest and arena options. The entry fee per team will be \$1500.00. Expected attendance of this event is approximately 2,750 people or more per day. Last year there were 15 teams in the tournament and this year with Covid in our rear view mirror we expect the interest to grow.”*

The Application also states: **Should there be any revenue generated from this tournament it would go towards local charities.**

As per the Destination Marketing Levy Policy, this Application needs to be approved by the Destination Marketing Levy Advisory Committee **and forwarded to City Council for final approval:**

4.05 City Council

- a) *Consider recommendations submitted by the Destination Marketing Levy Advisory Committee regarding applications for request of funding over the amount of \$10,000.*
- b) Approve applications over the amount of \$10,000.**
- c) *Authorize the Mayor and City Clerk to sign all Funding Agreements with the Applicant once a decision has been rendered by City Council regarding an approved request over \$10,000.*
- d) *May, as required, instruct that the Administrator attach conditions to the approval of assistance under this policy which will require the recipient to perform certain activities or provide additional information in connection with the event receiving funding.*

The amount of \$30,000 requires City Council approval.

PROPOSED APPROACH AND RATIONALE:

Funding Model for Grants

Destination Marketing Levy Funds will be funded as a Grant to Host Committees as per the confirmed hotel accommodations for the Event.

The grant to be funded will be based on the following ratio criteria:

City Council Approval - Grants for Funding over \$10,000.	
Hotel Rooms	Maximum DMF Levy Funding
901-1,000	\$15,000
1,001-1,200	\$25,000
1,201-1,500	\$30,000
1,501-1,999	\$35,000

Events of Significant Economic Impact - City Council Approval
Events of Significant Economic Impact - Must generate a minimum of 2,000 room nights. This includes large or special events that are an important component of the tourism industry, and they attract visitors. These events have a large economic impact and significance in the local host community, since the visitors will spend money during their travel and visit to Prince Albert that bring benefits. Such events include Worlds, Championships, etc. These events are approved by City Council.

The criteria for hotel rooms for DMF funding in the amount of \$30,000 is 1,201 to 1,500 confirmed hotel rooms.

In their Application Form, they had estimated approximately 4,125 rooms.

The Grant Application estimates 2,750 total participants/spectators x 50% out of town for 2 days(Fri/Sat) = 1,375 x 2 room nights = 2,750 – 2 days (Thu/Sun)25%=1375. Total room nights 4,125.

Year 2018

In year 2018, this event received Destination Marketing Levy Funding in the amount of \$4,000 for the tournament.

The Final Report Form states that the actual room night generated totaled 1,763 rooms booked.

Year 2019

In Year 2019, the Destination Marketing Levy Advisory Committee denied funding for Year 2019, as the application was submitted couple weeks prior to the Senator's Cup Hockey Tournament.

Year 2020

In Year 2020, the Destination Marketing Levy Advisory Committee approved funding for the 2020 Senator's Cup Hockey Tournament in the amount of \$4,000.

However, due to the pandemic, the Senator's Cup was cancelled in Year 2020 and no funding paid.

Year 2021

The Senator's Cup was not held due to the pandemic.

Year 2022

In Year 2022, the Destination Marketing Levy Advisory Committee approved funding for the 2022 Senator's Cup Hockey Tournament in the amount of \$9,900.

The Final Report Form states that the actual room night generated totaled **2,700 rooms booked for the 2022 Senator's Cup Hockey Tournament.**

In their Application Form, they had estimated approximately 2,500 rooms.

The attached Final Report stated: Direct contact with the hotel Managers/Front Desk Managers and an estimate for the 4 nights teams and spectators were in Prince Albert. Majority of the Hotels were at 80% capacity for the weekend due to the attendance at the Hockey Tournament.

Year 2023

In Year 2023, the Destination Marketing Levy Advisory Committee approved funding for the

2023 Senator's Cup Hockey Tournament in the amount of \$30,000.

The Final Report Form states that the actual room night generated totaled **1,540 rooms booked for the 2023 Senator's Cup Hockey Tournament.**

In their Application Form, they had estimated approximately 1,200 rooms.

The attached Final Report stated: Direct contact with the hotel Managers/Front Desk Managers and an estimate for the 4 nights teams officials and spectators were in Prince Albert (Thursday 13th, Friday 14th, Saturday 15th, and Sunday the 16th April 2023). Rooms were based on 2 factors the Coronet's exact count and the other hotel averages. It appears the Coronet had 70% of their stays at the hotel over the 4 days were related to the hockey tournament."

If you base this application on the confirmed hotel accommodations, they are eligible for a DMF Grant in the amount of \$30,000 +. They also meet the criteria of **Events of Significant Economic Impact - City Council Approval.**

CONSULTATIONS:

The Grant Application has been reviewed internally by Administration.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Once a decision has been rendered by the Destination Marketing Levy Advisory Committee, the Administrator will report back to the Host Committee.

Once the funding is approved, a Funding Agreement will be forwarded for signing.

POLICY IMPLICATIONS:

This Grant Application is from the approved Destination Marketing Levy Policy.

FINANCIAL IMPLICATIONS:

As per approved Policy, the Destination Marketing Levy Advisory Committee can approve applications up to \$10,000. Over the funding request amount of \$10,000, a recommendation will go to City Council to approve the application.

A recommendation will need to be forwarded to City Council for approval of grant funding, as the request is over \$10,000.

With the approval of the Destination Marketing Levy Fund Grants to date, including the requests to the Committee at this time, and the 2023 Levy Revenue credited to the Reserve, the projected Reserve Balance is approximately **(\$1,017,731).**

PRIVACY IMPLICATIONS, OTHER CONSIDERATIONS/IMPLICATIONS:

There are no official community plan or privacy implications.

STRATEGIC PLAN:

Acting and Caring Community – The Destination Marketing Levy Policy was approved for attracting events to the City of Prince Albert; attract visitors to the City of Prince Albert, and in so doing, generate significant economic benefit for the community.

The Application states that every year the event is a success and continues to grow.

This Tournament provides great economic benefit to our community.

The 2024 Senator's Cup – Full Contact Hockey Tournament:

“This event has been held in Prince Albert for the past 9 years. The year being the 10th Annual PAGC Senator Cup. This event was able to survive the Covid years and is expecting to continue to grow in teams and spectators. Hosting this event in Prince Albert should result in other events being hosted in Prince Albert as this tournament draws participants from SK, MB, AB. These individuals will get to see the new arena that will be opening up very soon in 2024. This would include the new hotel and hockey rinks plus. It is felt it is very important to show off the growth of the city in this area with events like this.”

The application also states: ***“The event being held in Prince Albert is very important as it shows the community support and draws players/spectators from all over the city. The now targeted 4 day event would continue to bring revenue to local businesses within the city as participants travel from all over Western Canada. “***

PUBLIC NOTICE:

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

PRESENTATION: Verbal Presentation by the DMF Administrator**ATTACHMENTS:**

1. 2024 Senator Cup - Full Contact Hockey Tournament DMF Application & Budget

Written by: Trina Bell - Tourism Coordinator

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



Event Retention Destination Marketing Fund Grant Application

Application Date: **December 21, 2023**

Please select the type of application being submitted.

- Event Viability Application (event is struggling)
- Competitive Bid received Application

Amount of Destination Marketing Grant Fund Requested: \$ 30,000

Organization Information:

Name of Organization requesting funding: **PAGC Sports & Recreation**

Contact Person: **Geoff Despins**

Phone: **306.961.9926** Email: **gdespins@pagc.net**

Mailing Address including postal code: **1211 – 1st Avenue West – Prince Albert, Sask. S6V-4Y5**

Type of Organization (please select one)

- Private Not-for-Profit Other

If Other, explain: **[Click here to enter explanation.](#)**

Name of Organization that the Destination Marketing Fund Grant, if approved, should be made payable to: PAGC Sports & Recreation

Brief description of organization requesting funding: The Prince Albert Grand Council (PAGC) is the tribal council representing 12 First Nation Bands with a total of 30,000 First Nation members. PAGC has hosted this tournament in the past years except for 2020 due to Covid.

Organization's annual budget: \$120,000

Event Information:

Name of Event: Senator's Cup – Full Contact Hockey Tournament

Duration of event: Start date: Mar. 14, 24 End date: Mar. 17, 24 please note these dates may change due to PA Raiders Playoff Schedule, this is similar to past years. The City and PADC with work on a new date should the Raiders make the Playoffs.

Describe the event: The PAGC Senators Cup is a full contact hockey tournament and is held annually in Prince Albert. This tournament is one of the most popular and well attended hockey tournaments in Prince Albert. Even during the COVID-19 years the tournament went ahead except for 2020. In the past the tournament has targeted 16 First Nation hockey teams. Teams have been from all over Western Canada (Saskatchewan, Manitoba and Alberta). In the past years, 20-30 pro/semi-pro hockey players have attended the tournament for a chance to win the Senators Cup, this has driven spectator interest. This year the Senators Cup Tournament will be targeting 20 teams which will extend the tournament by a day. It is also looking at possibly a Women's Division. This will depend on interest and arena options. The entry fee per team will be \$1500.00. Expected attendance of this event is approximately 2,750 people or more per day. Last year there were 15 teams in the tournament and this year with Covid in our rear view mirror we expect interest to grow. Should there be any revenue generated from this tournament it would go towards local charities.



(Room nights limited to hotel/motel rooms, B&B rooms)

What method did you use to estimate the number of room nights generated for this event: 2750 total participants/spectators x 50% out of town for 2 days (Friday and Saturday) = 1375 x 2 room nights = 2750 - 2 days (Thursday and Sunday) 25% = 1375 Total room nights 4125. In the past some teams have checked in a day earlier and stayed an extra day. 687

What local facilities other than accommodations will be used? restaurants

2750
Added total
x 2
1375 x 2 = 2750
687 x 2 = 1375

4125

Event Attendance:

Estimated participants, officials and staff:

Estimated spectators – non-residents (80 km or more away from Prince Albert)

Estimated spectators – City residents

1100 per day

Total estimated spectators 2750/ per day

This event is (please select one)

- Local Provincial Regional National International

Media exposure (please select one)

- Local Provincial Regional National International

Shaw TV has cover the PAGC Senators Cup in the past and will be targeted again. CTV local and Provincial. PAnow and local radio stations such as MBC and Pattison radio. The event is expected to also get national coverage as well (APTN).

Event History:



How long has this event been held in Prince Albert? **This event has been held in Prince Albert for the past 9 years. This year would be the 10th Annual PAGC Senators Cup. The event was able to survive the Covid years and is expected to continue to grow in teams and spectators.**

Frequency of the event being hosted in Prince Albert (annually, every second year, etc.)? **Annually.**

Does hosting this event in Prince Albert result in other events being hosted in Prince Albert or could other events be hosted in Prince Albert as a result of this event? Yes No

Please explain: **Hosting this event in Prince Albert should results in other events being hosted in Prince Albert as this tournament draws participants from SK, MB, AB. These individuals will get to see the new arena area that will be opening up very soon in 2024. This would include the new hotels and the hockey rinks plus plus. It is felt it is very important to show off the growth of the city in this area with events like this.**

Briefly summarize the experience of your organization related to hosting this or other events: **PAGC has hosted this event for 9 years successfully with 2 years being a struggle due to Covid but it survived. Each year PAGC staff volunteer to host the event, every staff/volunteer has roles and responsibilities that are met. Every year these staff volunteers take pride in continuing with the event and possibly looking at further events for Prince Albert.**

Assessing Need:

Please provide as much supporting information as possible to aid in assessing your application. The strength of information provided is the basis from which funding recommendations will be made. Please pay special attention to describing the items outlined below to the best of your ability.

Why is the event in jeopardy of not being held in Prince Albert or of its duration being reduced? How crucial is the Event Retention Destination Marketing Fund Grant? **The event being held in Prince Albert is very important as it shows community support and draws players/spectators from all**

over to the city. The now targeted 4 day event would continue to bring revenue to local businesses within the city as participants travel from all over Western Canada (SK, MB and AB). The main compition to this event are the following provincial tournaments. The SaskTel Center in Saskatoon has hosted the Fred Sasakamoose "Chief Thunderstick" National Hockey Tournament every year. The other one is the Jim Neilson tournament out of Big River, Sask.. Both these communities are very much involved in their tournaments and it is felt that Prince Albert's continued support with keep the Sens Cup in the community and keep the event growing.

Please describe efforts made by the organizing committee to retain this event in Prince Albert: The organization committee has targeted local businesses for support to keep the event in Prince Albert with good success. It is felt that the community is behind the event a 100% as the community sees it as a draw for the many business within the community.

Should an Event Retention Destination Marketing Fund Gant be approved, what plans have been put in place to ensure the event is sustainable moving forward?

(Possible information to include is your business plan including marketing plans and a demonstration of what is planned to ensure ongoing sustainability of the event)

Should the Event Retention Destination Marketing Fund Grant be approved it would continue community support for the event to be kept in Prince Albert. The tournament is the largest First Nation Contact Hockey Tournament held in Prince Albert and will continue to grow should it be kept in Prince Albert as this year the target is 20 teams and possibly a women's Division.

If a competitive bid from another community to host the event in their community has been received please include details with your funding application.

(These details should include items such as: was the bid solicited by your organization or unsolicited, have the appropriate decision makers indicated a willingness to relocate the event, how does the organization benefit from moving the event, etc.)

To date there has been no official competitive bids received. However, the SaskTel Center Fred Sasakamoose tournament and the Big River Jim Neilson tournaments are strong competition with strong support from their communities.

Please ensure the following items accompany your application:

- Budget for the event.
- Supporting information if applicable.

** Please provide the most current year-end financial statements or best equivalency if available.*

Privacy Policy Statement and Application Certification

The City of Prince Albert is governed by *The Cities Act* and designated as a Local Authority pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act (LAFOIP)*. Therefore, all information collected for the Destination Marketing Fund Grant Application process, including final

executed Contracts and Agreements will be subject to public disclosure either through a Freedom of Information and Access Request in accordance with those regulations or Public Agenda.

Section 91(1)(a) of the Cities Act states the following:

"91(1) Any person is entitled at any time during regular business hours to inspect and obtain copies of:

(a) Any contract approved by the council, any bylaw or resolution and any account paid by the Council relating to the City"

This Grant Application with all supporting documents can be saved and emailed to destinationlevy@citypa.com or printed and mailed or dropped off to City Hall, City Manager's Office, 2nd Floor, 1084 Central Avenue, Prince Albert, SK S6V 7P3.

9th 10th Annual Senator's Cup Hockey Tournament
 March 14th - 17th 2024

<i>Item</i>	<i>Budget</i>	<i>Actual</i>	<i>Variance</i>
INCOME BUDGET	\$120,000.00	\$0.00	-\$120,000.00
Gate Fees & Team Entry Fees	\$ 70,000.00		\$ (70,000.00)
Sponsor Advertising	\$ 20,000.00		\$ (20,000.00)
DMF	\$ 30,000.00		\$ (30,000.00)

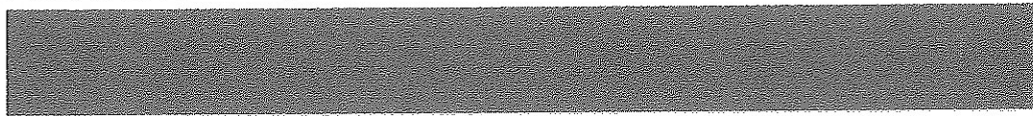
An 10th Annual Senator's Cup Hockey Tournament
 March 14th - 17th 2024

EXPENSES BUDGET		\$0.00	-\$120,000.00
<i>Item</i>	<i>Amount</i>	<i>Actual</i>	<i>Variance</i>
Prize Payout	\$ 62,000.00	\$	(62,000.00)
Rink Rental	\$ 16,500.00	\$	(16,500.00)
Officials	\$ 8,900.00	\$	(8,900.00)
Advertising (including clock)	\$ 9,200.00	\$	(9,200.00)
Staffing	\$ 8,900.00	\$	(8,900.00)
Incidentals	\$ 14,500.00	\$	(14,500.00)

10th Annual Senator's Cup Budget

March 14 - 17, 2024

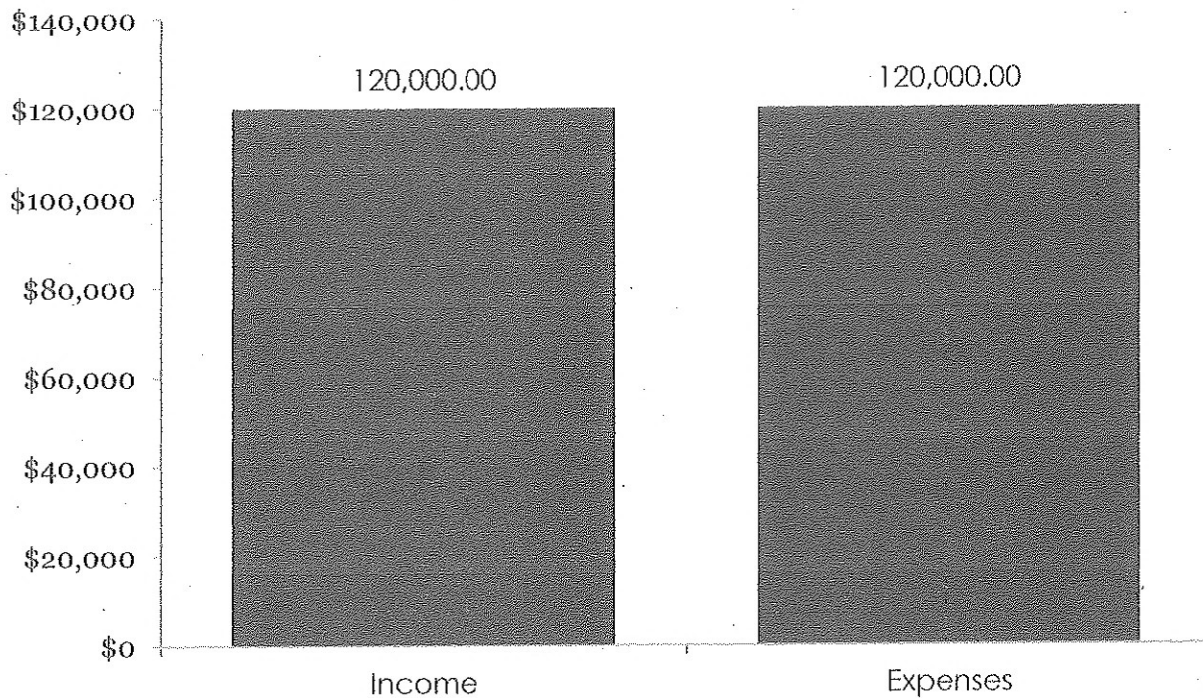
PERCENTAGE OF INCOME SPENT



5%

BUDGET SUMMARY

<i>Total Income</i>	<i>Total Expenses</i>	<i>Balance</i>
\$120,000	\$120,000	\$0



Note:

The budget is targeted to balance but should there be any profits as in the past they will be targeted towards local charities like the Food Bank or others. In the past one was a program for clothing for the homeless.



City of Prince Albert

RPT 23-436

TITLE: 2022 Settlement Municipal Share - Housing Projects

DATE: December 13, 2023

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the 2022 Settlement Municipal Share for Housing Projects of the Prince Albert Housing Authority in the total amount of \$67,391.15 be funded in Year 2023 from the Housing Reserve.

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 Year 2022.

To obtain approval by Council for the total amount of \$67,391.15 relating to the 2022 Settlement Municipal Share - Housing Projects be funded from the Housing Reserve.

BACKGROUND:

Correspondence from the Executive Director of the Saskatchewan Housing Corporation dated September 15, 2023, regarding the 2022 Settlement Municipal Share – Housing Projects was included on the November 14, 2023 Executive Committee Meeting Agenda.

Executive Committee referred the correspondence to the Financial Services Department.

PROPOSED APPROACH AND RATIONALE:

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.

2021 and 2020 Settlement Municipal Share – Housing Projects

City Council at its meeting of February 13, 2023 approved the following motion regarding the 2021 and 2022 Settlement Municipal Share for Housing Projects:

That the Settlement Municipal Share for Housing Projects of the Prince Albert Housing Authority in the amount of \$44,598.72 for Year 2020 and \$59,761.37 for Year 2021, for a total amount of \$104,360.09, be funded.

That amount was 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 Funded from Housing Reserve	\$74,380.09

2023 Budget

The 2023 Budget for the 2022 Settlement Municipal Share – Housing Project is \$52,920 to be funded from the Housing Reserve.

That budget amount was based on the spreadsheet provided by the Prince Albert Housing Authority attached to their correspondence dated October 17, 2022. The spreadsheet as per attached illustrated the amount of \$52,917.77 as a 2022 estimate for housing losses.

2023 Settlement Municipal Share – Housing Projects

As per the correspondence from the Executive Director of the Saskatchewan Housing Corporation dated September 15, 2023, the amount of \$67,391.15 represents the City's share of the operating loss for Year 2022.

That amount is \$14,471.15 over the approved 2023 Budget of \$52,920.

This report is requesting that the increased cost over the 2023 Budget be funded from the Housing Reserve. The Housing Reserve would then fund the total amount of \$67,391.15 for the City's share of operating loss for 2022.

2024 Budget

The correspondence from the Executive Director of the Saskatchewan Housing Corporation dated September 15, 2023 identifies in the attached spreadsheet the estimate of \$104,463.50 for the City's share of operating loss for 2023.

As part of the 2024 Budget Deliberations, Council has approved the amount of \$104,465 to be funded from the Housing Reserve for 2024 representing the 2023 Settlement Municipal Share – Housing Projects.

At the request of members of Council, Mayor Dionne requested that the Housing Authority meet with members of Council to respond to a number of questions related to their operations, status of accommodations and plans for the future.

CONSULTATIONS:

This report attaches the response provided by the Executive Director of the Saskatchewan Housing Authority in relation to the operating loss for Year 2022 for Housing Projects.

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 loss of the Prince Albert Housing Authority for Year 2022.

The approved payment for the City's share of the operating losses will be processed by Finance Administration.

FINANCIAL IMPLICATIONS:

As part of the 2023 Budget Deliberations, Council has approved the total amount of \$52,920 to be funded from the Housing Reserve for 2023.

The amount of \$67,391.15 is \$14,471.15 over the approved 2023 Budget.

This report is recommending that the total amount of the operating loss of \$67,391.15 be funded from the Housing Reserve.

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 is projected to have an unaudited surplus balance of \$320,660 ending December 31, 2024, which includes the approved 2024 budget of \$104,465 for the City's share of the operating loss.

The Housing Reserve has a healthy surplus balance and can fund the total amount representing the City's share of operating losses for Housing Projects.

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 2023 budgeted amount of \$14,471.15 from Fiscal Stabilization. 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.

ATTACHMENTS:

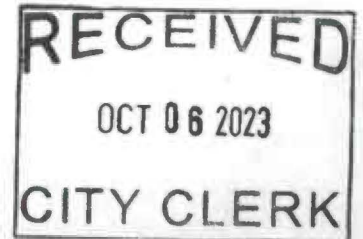
1. Prince Albert Housing Authority Correspondence dated September 15, 2023
2. Prince Albert Housing Authority Correspondence dated October 17, 2022.

Written by: Melodie Boulet, Finance Manager

Approved by: Senior Accounting Manager, Director of Financial Services and City Manager

September 15, 2023

Clerk
City of Prince Albert
1084 Central Avenue
PRINCE ALBERT SK S6V 7P3



EXECUTIVE COMMITTEE

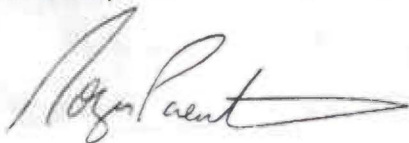
Re: 2022 Settlement Municipal Share - Housing Projects

Based on the financial operations of the Prince Albert Housing Authority, the City's share of the operating loss for 2022 is \$67,391.15.

A schedule providing details of the 2022 municipal share is enclosed for your reference. Please provide a cheque for the amount owing to Saskatchewan Housing Corporation at 11th Floor, 1920 Broad Street, Regina, SK S4P 3V6.

We are also providing you with the estimated 2023 municipal settlement for your budget planning. Please note this estimate is based on the housing authority's 2023 budget and is subject to change based on the year end actuals. The final amount will be invoiced in 2024. If you have any questions, please contact the Prince Albert Housing Authority at (306) 953-7420.

Sincerely,



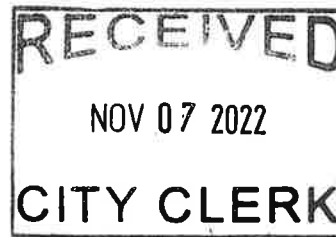
Roger Parenteau
Executive Director

**Recommended
Disposition:**

Refer to
Finance Dept.

cc: Manager, Prince Albert Housing Authority
Charlene Miller, Chairperson, Prince Albert Housing Authority
Natasha Sebastian, Director, Housing Authority Operations, SHC

PROJECT TYPE	DIVISION NUMBER	BUSINESS UNIT DESCRIPTION	BUSINESS UNIT	2022 ACTUAL		2023 ESTIMATE		ESTIMATED 2022 INVOICE	
				NET INCOME/(LOSS) PER HOUSING AUTHORITY		BUDGETED NET INCOME/(LOSS) PER HOUSING AUTHORITY			
				FINANCIAL STATEMENT	MUNIC SHARE H.A. INCOME/(LOSS)	FINANCIAL STATEMENT	MUNIC SHARE H.A. INCOME/(LOSS)		
SPH - SENIORS	70 11	1301 Mitchell & Molstad Place	1284	(178,204.41)	(8,910.22)	(160,721.00)	(8,036.05)		
SPH - SENIORS	70 11	1303 Sherman Carment Northcote	1285	(726,846.41)	(36,342.32)	(1,783,609.00)	(89,180.45)		
SPH - SENIORS	70 11	1304 Chester Court	1286	(31,838.63)	(1,591.93)	(105,849.00)	(5,292.45)		
SPH - SENIORS	70 11	2507 Providence Place	1287	(13,490.63)	(674.53)	(42,550.00)	(2,127.50)		
SPH - FAMILY	71 11	3772 8th Street and 15th Ave	1391	(74,315.43)	(3,715.77)	20,929.00	1,046.45		
SPH - FAMILY	71 11	3773 Single family scattered	1392	(9,365.56)	(468.28)	(34,163.00)	(1,708.15)		
SPH - FAMILY	71 11	3777 Carlton/ Blackwood /17th /Muir	1393	(276,331.09)	(13,816.55)	(56,019.00)	(2,800.95)		
SPH - FAMILY	71 11	3778 Bryant Place	1394	(75,747.76)	(3,787.39)	(8,314.00)	(415.70)		
PHD NON-PROFIT	75 11	6851 Village Green	1568	(204,055.90)	0.00	(269,689.00)	0.00		
PHD NON-PROFIT	75 11	6852 Meadow Green	1569	(217,281.57)	0.00	(91,711.00)	0.00		
PHD NON-PROFIT	75 11	6853 Bryant Place	1570	(33,203.01)	0.00	9,934.00	0.00		
PHD NON-PROFIT	75 11	6949 12th St West	1571	(171,677.34)	0.00	(8,832.00)	0.00		
PHD NON-PROFIT	75 11	6950 Providence Place	1572	2,850.30	0.00	(15,841.00)	0.00		
LIMITED DIVIDEND - MARQUIS PLACE	75 11	6952 Marquis Place	1573	(190,578.28)	0.00	(120,560.00)	0.00		
LIMITED DIVIDEND - CEDAR PLACE	75 11	6953 Cedar Estates	1574	(259,439.61)	0.00	(322,477.00)	0.00		
SECTION 56.1 - 93 COMM (WESTFLATS)	87 11	9301 Providence/17th St	1954	(28,305.15)	(1,415.26)	9,889.00	494.45		
HOMES NOW - 9TH STREET APT	91 11	0002 Homes Now 411 9th	1987	(4,793.63)	(239.68)	(19,194.00)	(959.70)		
HOMES NOW - DUPLEXES	91 11	0003 Homes Now 16th & 3rd	1988	(17,628.97)	(881.45)	1,870.00	93.50		
NEW AFFORDABLE RENTALS		Prince Albert New Aff. Ren I	2073	(18,696.28)	0.00	(14,815.00)	0.00		
PRINCE ALBERT NEW FAMILY		Prince Albert New Family	2089	(39,108.69)	0.00	40,312.00	0.00		
VVC		840 5th St E, Prince Albert	2151	57,500.00	0.00	57,450.00	0.00		
VVC		840 6th St East, Prince Albert	2147	51,500.00	0.00	51,450.00	0.00		
LESS: Interest Differential					4,452.23		4,423.05		
2020 Balance									
				(2,459,058.05)	(67,391.15)	67,391.15	(2,862,510.00)	(104,463.50)	104,463.50
TOTAL INVOICE						67,391.15			104,463.50



11th Floor, 1920 Broad Street
Regina, Canada S4P 3V6
1-800-667-7567 (Toll Free)
306-798-3110 (Fax)

EXECUTIVE COMMITTEE

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 11th 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	NET INCOME/(LOSS) PER HOUSING AUTHORITY			BUDGETED NET INCOME/(LOSS) PER HOUSING AUTHORITY			ESTIMATED 2022 INVOICE
			BUSINESS UNIT	FINANCIAL STATEMENT	MUNIC SHARE H.A. INCOME/(LOSS)	TOTAL INVOICE (PAYMENT)	FINANCIAL STATEMENT	MUNIC SHARE H.A. INCOME/(LOSS)	
SPH - SENIORS	70 11	1301 Mitchell & Molstad Place	1284	(286,154.14)	(14,307.71)		(94,254.00)	(4,712.70)	
SPH - SENIORS	70 11	1303 Sherman Carment Northcote	1285	(794,998.09)	(39,749.90)		(641,794.00)	(32,089.70)	
SPH - SENIORS	70 11	1304 Chester Court	1286	(53,117.65)	(2,655.88)		(134,565.00)	(6,728.25)	
SPH - SENIORS	70 11	2507 Providence Place	1287	(8,785.93)	(439.30)		(23,524.00)	(1,176.20)	
SPH - FAMILY	71 11	3772 8th Street and 15th Ave	1391	(3,376.82)	(168.84)		(8,954.00)	(447.70)	
SPH - FAMILY	71 11	3773 Single family scattered	1392	(4,486.61)	(224.33)		(37,583.00)	(1,879.15)	
SPH - FAMILY	71 11	3777 Carlton/ Blackwood /17th /Muir	1393	(98,870.61)	(4,943.53)		(146,288.00)	(7,313.40)	
SPH - FAMILY	71 11	3778 Bryant Place	1394	(3,370.41)	(168.52)		(3,784.00)	(189.20)	
PHD NON-PROFIT	75 11	6851 Village Green	1568	(134,262.85)	0.00		(110,740.00)	0.00	
PHD NON-PROFIT	75 11	6852 Meadow Green	1569	24,470.97	0.00		782.00	0.00	
PHD NON-PROFIT	75 11	6853 Bryant Place	1570	(11,973.66)	0.00		6,639.00	0.00	
PHD NON-PROFIT	75 11	6949 12th St West	1571	(9,142.57)	0.00		(421,026.00)	0.00	
PHD NON-PROFIT	75 11	6950 Providence Place	1572	2,193.77	0.00		(8,730.00)	0.00	
LIMITED DIVIDEND - MARQUIS PLACE	75 11	6952 Marquis Place	1573	(18,326.75)	0.00		(102,849.00)	0.00	
LIMITED DIVIDEND - CEDAR PLACE	75 11	6953 Cedar Estates	1574	41,911.19	0.00		(185,235.00)	0.00	
SECTION 56.1 - 93 COMM (WESTFLATS)	87 11	9301 Providence/17th St	1954	991.09	49.55		(22,239.00)	(1,111.95)	
HOMES NOW - 9TH STREET APT	91 11	0002 Homes Now 411 9th	1987	(22,203.65)	(1,110.18)		(19,492.00)	(974.60)	
HOMES NOW - DUPLEXES	91 11	0003 Homes Now 16th & 3rd	1988	(9,898.41)	(494.92)		(14,943.00)	(747.15)	
NEW AFFORDABLE RENTALS		Prince Albert New Aff. Ren l	2073	(18,202.72)	0.00		(26,568.00)	0.00	
PRINCE ALBERT NEW FAMILY		Prince Albert New Family	2089	(1,413.24)	0.00		15,901.00	0.00	
VVC		840 5th St E, Prince Albert	2151	57,500.00	0.00		57,500.00	0.00	
VVC		840 6th St East, Prince Albert	2147	51,500.00	0.00		51,500.00	0.00	
LESS: Interest Differential					4,452.23			4,452.23	
2020 Balance						44,598.76			
				(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



City of
Prince Albert

RPT 24-7

TITLE: Donation Policy and Procedure

DATE: January 10, 2024

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the amended Donation Policy and Procedure, as attached to RPT 23-341, be approved.

ATTACHMENTS:

1. Donation Policy and Procedure (RPT 23-341)

Written by: Executive Committee



TITLE: Donation Policy and Procedure

DATE: December 11, 2023

TO: Executive Committee

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the updated Donation Policy and Procedure be forwarded to an upcoming City Council meeting for approval.

TOPIC & PURPOSE:

To provide suggested changes on the City's current Policy No. 07 Tax Deductible Donation Policy and Procedure that will provide more clarity on the process and ensure standards as required by the Canada Revenue Agency are adhered to.

BACKGROUND

The City will be engaging in a fundraising campaign for the Aquatics and Arenas Recreation Centre in the upcoming year. Due to this, a review of the City's donation policy took place and was presented to the Aquatics and Arenas Recreation Project Fundraising Committee on August 21, 2023. The changes attached to this report were discussed and agreed to at the Committee level and are now being recommended to be considered by City Council.

PROPOSED APPROACH AND RATIONALE:

The City is registered as a qualified donee with the Canada Revenue Agency which allows for the issuance of charitable donation receipts that one can claim on their tax return. Attached to this report are proposed changes to the City's policy around issuing donation receipts. The policy was implemented in 2007 and has since been identified as a policy that requires updating to ensure current Income Tax Act standards are met, and to protect the City and its charitable organization status.

Administration is suggesting a number of changes to the policy. Some of the changes are technical wording items, whereas others are improvements to protect the City and provide clear guidance and expectations. The changes recommended include, but are not limited to:

1. Removing the phrase "tax-deductible" throughout the policy. Tax deductibility is

determined at an individual or corporate level and should not be spoken to in the policy. It is the responsibility of the donor to determine if their donation is tax-deductible on their income tax return.

2. Adding specific wording around the deemed fair market value rule. Previous wording around “gifts-in-kind” was weak in terms of how they would be treated under the Income Tax Act.
3. Enhanced the wording for issuing receipts for other organizations on behalf of the City. The CRA has specific policies for this situation where they state registered charities are prohibited from gifting their resources to non-qualified donees. This is in place to prevent a qualified donee from acting as a conduit for a profitable business where the qualified donee would receive a tax-free contribution, issue a donation receipt for it, then provide those funds to a profitable entity. In scenarios such as this, the profitable company evades taxes which is why the CRA has policies to prohibit this. If the City were to be deemed as acting as a conduit, CRA could impose fines and penalties and revoke the qualified donee status.

The City could eliminate this option from the policy to completely evade the risk. This would mean that organizations that benefit the community would no longer be able to partner with the City to run promotional campaigns to fund their projects for which the City issues donation receipts. However, there are organizations that benefit from this, such as the Prince Albert Golf and Curling Club who were recently approved to run a program to fund a campaign to refurbish their curling rocks. Instead, it is being recommended to enhance the policy to add in additional details to prevent the City from acting as a conduit, which is achieved by maintaining control over the use of the funds.

Overall, the updated policy ensures there is consistent and documented treatment of donations.

CONSULTATIONS

Administration collaborated on these changes with DCG Philanthropic Service Inc., who are engaged to provide a Capital Campaign relating to the Aquatics and Arenas Project, as approved at the January 23, 2023 City Council meeting. Consultations with the Director of Community Services and the City Manager were also held to ensure the changes remain aligned with the City’s overall donation strategy. The Aquatics and Arenas Recreation Project Fundraising Committee were also consulted for feedback.

COMMUNICATION

Upon approval, the City’s website will be updated to reflect the new Policy.

POLICY IMPLICATIONS

The City’s current Policy No. 7 Tax Deductible Donation Policy and Procedure will be replaced with the updated version.

OTHER CONSIDERATIONS

There are no financial or privacy implications.

STRATEGIC PLAN

This report supports the long term goal of developing and maintaining new and existing amenities and infrastructure as there are anticipated donations to be received relating to the City's new Aquatics and Recreation Centre. Those donations need to be handled in a consistent manner that both protects the City's charitable organization status, and provides clear guidance to donors.

PUBLIC NOTICE:

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

ATTACHMENTS:

1. Current Donation Policy
2. Updated Donation Policy – Draft

Written by: Briane Folmer, Senior Accounting Manager

Approved by: Director of Financial Services, City Manager

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1 POLICY

1.01 The City, when requested, will issue a tax deductible donation receipt for any gift of money, or gift-in-kind (as outlined under paragraph 1280 of the CCH Canadian Accounting Handbook), paid directly to the City to be utilized for projects that fall within the definition of “Beneficial to the Community” (see Section 5, Paragraph 5.02), and which exceed \$10.00.

1.02 The Income Tax Act notes that gifts must involve “property”. Contributions of services (skills, time, or effort) are not considered “property” and will not receive a receipt unless the donor invoices the City or Organization receiving the service. The recipient must agree to pay for the service and the donor must be willing to return all, or a portion of, the payment as a gift.

For example, if a company completes work for an entity, their invoice should show the value of the work or service provided. It should then be revised to clearly identify the dollar amount of the donated contribution of service or goods, and the invoice should note that it is being “reduced” by the amount of the “donation”.

1.03 It will be the responsibility of Organizations, Individuals or City Departments requesting tax donation receipts, to track who is providing donations to them, and to provide that information in an organized format as required by City Administration.

1.04 Organizations from time to time will canvas the general public for donations for capital projects that have a capital impact on City Facilities. In those instances, City Administration will work with and act as “consultants” and may, when requested by the Organization and subject to City Council’s approval, participate in a limited capacity in the collection process. Administration will provide tax deductible donation receipts for donations if they meet the criteria as outlined in The Income Tax Act.

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2 PURPOSE

2.01 The intent of this policy is to provide a clear and concise understanding of what criteria must be followed in order to receive a tax deductible donation receipt from the City.

3 SCOPE

3.01 This applies to all external organizations, individuals or City departments requesting that the City provide a tax deductible donation receipt.

4 RESPONSIBILITY

4.01 It is the responsibility of all City Departments, Organizations and Individuals to comply with the requirements and guidelines noted in the attached document.

5 DEFINITIONS

5.01 **Benefit to the Community** is defined as:

1. Donations made to improve a civic facility that is owned by the City, but may not necessarily be operated by the municipality.
2. Donations made to assist with the capital development of a civic facility that will be owned by the City, but may not necessarily be directly operated by the municipality.
3. Donations made to assist with the operations of a civic facility either paid directly to the managing organization or to the City.

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4. Donations made to offset community service programs offered by various City departments. Examples would include programs such as Drug Abuse Resistance Education programs, or Fire Prevention and Education programs, playground programs, as well as other programs that are deemed to provide educational or recreational benefit to the community at large.

5.02 Gifts, as defined by The Income Tax Act are:

“Generally, a gift is made if all three conditions noted below are satisfied:

- a). some property - usually cash - transferred by a donor to a registered charity
- b). the transfer is voluntary, and
- c). the transfer is made without expectation of return. No benefit of any kind may be provided to the donor or to anyone designated by the donor.”

These criteria will be the basis for determining the eligibility of donations and whether or not the City will be issuing tax deductible receipts.

5.03 Gift-in-kind as noted under paragraph 1280 of the CCH Canadian Accounting Handbook requires the following:

“Where the donation is a gift of property other than cash, a brief description of the donation must be provided along with an independent appraisal of the fair value of the “gift” provided in order to determine what the fair market value of that gift will be (paraphrased).”

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6 REFERENCES and RELATED STATEMENTS of POLICY and PROCEDURE

6.01 The Income Tax Act

6.02 CCH Canadian Accounting Handbook

6.03 Canada Revenue Agency Publications

T4063 - Registering a Charity for Income Tax Purposes;

RC 4108 - Registered Charities and the Income Tax Act; and

P113 - Gifts and Income Tax

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7 PROCEDURE

7.01 Donations to Organizations that request City of Prince Albert Donation Receipts:

The City of Prince Albert is often requested to provide tax deductible donation receipts to individuals who give money or property to various community based organizations. In order to comply with the requirements of The Income Tax Act, the City **must** ensure that the money being donated to the Organization “benefits the community” as defined under the section Definitions, paragraph 5.01. The following procedure must be adhered to for all donation receipting requests identified under sections 7.03 to 7.06 inclusive, before the City will provide donation receipt(s):

- 1). An Organization must provide to City Administration a formal letter noting its mandate and how it intends to use the funds to “benefit the local community at large.

- 2). Administration receiving this request must provide a report to City Council forwarding the Organization’s formal letter as well as asking Council for their approval to provide Tax Deductible Donation receipts. The memo or letter must clearly identify the term for which the donation receipts will need to be provided, that is:
 - a) For one specific year only;
 - b). For a period of the current year until a specified end date; or
 - c). For an indefinite period beginning in the current year and not ending until further instructions are received.

- 3). Once City Council makes a decision with respect to the request, City Administration will contact the Organization and inform them of

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Council's decision. If Council agrees to provide Donation receipts, Administration will provide a copy of this policy noting the steps that must be followed and what information the City will require from them (as itemized below) in order to facilitate the timely production of tax donation receipts.

7.02 Donation Receipt Guidelines:

- Below is a table noting information the City requires from Organizations. All information is to be supplied in the format noted below. All fields in the table should be completed. This is an Excel spreadsheet and the City asks that Organizations, if possible, use the same software or a compatible program with similar formatting.

Name of Company Making a Donation	Last Name	First Name	Address	City	Prov	Postal Code	Donation Amount	Donated To:	Organ.'s Temporary Donation Receipt Number	Date Organ. Issued Temp. Receipt

- Organizations must provide **pre-numbered** receipts to their donors and those numbers should be noted in the spreadsheet provided to the City.
- Spreadsheets must be submitted to the City's Financial Services Department by January 31 of the following tax year. **The Organization will be expected to provide this list on their own initiative.** If the deadline passes before the Organization provides its information, the City cannot guarantee that the donation receipts will be processed by the February 28th deadline.

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4. The Organization must provide a total for all Donation monies received.
5. Organizations must simultaneously provide a copy of their spreadsheet to City Administration and a cheque for the total amount of donated dollars received and should note how the money is to be utilized by the City (see below).
 - a). If the donated money is to be allocated toward a multi-year loan or similar financial arrangement with the City, the revenue should be recorded as a reduction of the loan payable or other financial arrangement.
 - b). If the donated money is to be used in an alternate manner, once it is received and receipted, Financial Services will process a cheque payable back to the Organization for the same dollar amount paid to the City.

Financial Services will provide a cash receipt for the money received and will allocate the money based on the information provided by the Organization.

6. If a cheque and donation list is supplied by an Organization prior to or by the January 31 deadline noted under paragraph 3 and in advance of the City printing the donation receipts, City Administration will process payment back to the Organization by the next cheque printing date. Cheques should not be held by the City for a period that exceeds two weeks. However, if donation receipts can be completed under the two week deadline, the City will make every effort to simultaneously provide both the cheque and donation receipts to the Organization.
7. The City of Prince Albert will generate Tax Donation receipts before February 28th of the new year, and will contact the person identified as the Organization's contact individual once the receipts are printed. The City will keep a PDF copy of all tax donation receipts issued.
8. It will be the responsibility of the Organization to distribute the Tax Donation receipts to the donors noted on their spreadsheet.

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9. Donors, if they experience any problems receiving their respective Tax Donation receipts, should first contact the Organization they donated to before contacting the City. The Organization's contact person should be the only person corresponding with the City to avoid confusion or data entry errors from occurring.

7.03 Cash Payments received at City Hall:

- Cash donations received from any individual and submitted to the City must be provided to the cashier who will provide a receipt to the donor. A copy of that receipt will be kept in a Donations file in Financial Services. The cashier's receipt should note:
 - a). the dollar amount paid;
 - b). the name and address of the donor; and,
 - c). how the donor wants the money to be used (ie. Is it for a specific Community Services program or is it to be utilized for infrastructure rehabilitation or construction, etc.).
- The City will generate a numbered Tax Deductible Donation receipt to the person noted in this spreadsheet by February 28th of the preceding year and will keep a PDF copy of the receipt for future reference.

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7.04 Requested Donations:

- Any money donated from someone’s estate to the City, will follow the same procedures as outlined in 7.01 and 7.02 above **except** that the name of the donor should be recorded on the spreadsheet as the “Estate of ...” (for example, Estate of Robert Winterburn). All other requirements must be followed as noted above.
- Financial Services should be provided with a copy of the Notarized documents and letter from the Estate instructing where the money or donation is to be utilized in order to ensure that, in the future, the money is utilized for its intended purposes.
- A numbered Tax Deductible Donation receipt will be provided to the Estate by February 28th of the preceding year and the City will keep a PDF copy of the receipt for future reference.

7.05 Gift-In-Kind Donations:

- In order for the City to issue a Tax Deductible Donation receipt for Gifts-in-Kind, a quantification of the fair market value of that gift(s) must be determined. In all situations, it is the responsibility of the entity receiving the gift-in-kind to contact an independent professional appraiser to provide an appraisal of the donation.
- Gifts-in-Kind should be recorded on a separate spreadsheet. Once the Appraisal is provided, the spreadsheet with a copy of the appraisal, must be submitted to Financial Services following the same format as noted under paragraph 7.02.

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- The City of Prince Albert will generate a numbered Tax Deductible Donation receipt to the person noted in this spreadsheet by February 28th of the preceding year and the City will keep a PDF copy of the receipt for future reference.

7.06 Contributions of Services:

- As noted under the section “**Policy**”, paragraph 1.02, contributions of services (skills, time, or effort) are not considered “property” and will not receive a receipt unless the donor invoices the entity receiving the service. Organizations must agree to pay for the service and the donor must be willing to return all, or a portion of, the payment as a gift.

As an example, if a company completes work for an entity, their invoice should show the value of the work or service provided. The invoice must be revised to clearly identify the dollar amount of the donated contribution of service or goods, and it should note that it is being “reduced” by the amount of the “donation”.

- Organizations should keep a separate spreadsheet following the same format as noted under paragraph 7.02, recording all invoices they have received that identify contributions of service(s) and they must provide a copy of that invoice to City Administration for verification purposes.
- The City of Prince Albert will generate a numbered Tax Deductible Donation receipt to the person noted in this spreadsheet by February 28th of the preceding year and the City will keep a PDF copy of the receipt for future reference.

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Approved by:	Director of Financial Services		

1 POLICY

- 1.01** The City, when requested, will issue an official donation receipt for any gift of money, or gift-in-kind (as outlined under paragraph 1280 of the CCH Canadian Accounting Handbook), paid directly to the City to be utilized for projects that fall within the definition of "Beneficial to the Community" (see Section 5, Paragraph 5.01), and which exceed \$10.00.
- 1.02** The Income Tax Act notes that gifts must involve "property". Contributions of services (skills, time, or effort) are not considered "property" and will not receive a receipt unless the donor invoices the City or Organization receiving the service. The recipient must agree to pay for the service and the donor must be willing to return all, or a portion of, the payment as a gift. This should be accomplished by a cheque exchange to ensure not only an audit trail, but to also ensure the donor will account for the taxable income, if applicable.
- 1.03** It will be the responsibility of Organizations, Individuals or City Departments requesting donation receipts, to track who is providing donations to them, and to provide that information in an organized format as required by City Administration.
- 1.04** Organizations from time to time will canvas the general public for donations for capital projects that have a capital impact on City Facilities. In those instances, City Administration will work with and act as "consultants" and may, when requested by the Organization and subject to City Council's approval, participate in a limited capacity in the collection process. Administration will provide official donation receipts for donations if they meet the criteria as outlined in The Income Tax Act and the appropriate Canada Revenue Agency requirements and guidelines.

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2 PURPOSE

2.01 The intent of this policy is to provide a clear and concise understanding of what criteria must be followed in order to receive an official donation receipt from the City.

3 SCOPE

3.01 This applies to all external organizations, individuals or City departments requesting that the City provide an official donation receipt.

4 RESPONSIBILITY

4.01 It is the responsibility of all City Departments, Organizations and Individuals to comply with the requirements and guidelines noted in the attached document.

5 DEFINITIONS

5.01 **Benefit to the Community** is defined as:

1. Donations made to improve a civic facility that is owned by the City, but may not necessarily be operated by the municipality.
2. Donations made to assist with the capital development of a civic facility that will be owned by the City, but may not necessarily be directly operated by the municipality.
3. Donations made to assist with the operations of a civic facility paid directly to the City.

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4. Donations made to offset community service programs offered by various City departments. Examples would include programs such as Drug Abuse Resistance Education programs, or Fire Prevention and Education programs, playground programs, as well as other programs that are deemed to provide educational or recreational benefit to the community at large.

5.02 Gifts, as defined by The Income Tax Act are:

Generally, a gift is made if all three conditions noted below are satisfied:

- a). some property – either in the form of cash or a gift-in-kind - transferred by a donor to a registered charity
- b). the transfer is voluntary. The donor must not be obliged to part with the property, for instance as the result of a larger contract or a court order.
- c). the transfer is made without valuable consideration (advantage). The advantage cannot exceed 80% of the fair market value of the property being transferred.

These criteria will be the basis for determining the eligibility of donations and whether or not the City will be issuing official receipts.

5.03 Gift-in-kind as noted under paragraph 1280 of the CCH Canadian Accounting Handbook requires the following:

"Where the donation is a gift of property other than cash, a brief description of the donation must be provided along with an independent appraisal of the fair value of the "gift" provided in order to determine what the fair market value of that gift will be (paraphrased)."

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The deemed fair market value rules as described in Income Tax Act Subsections 248(31) and (35), and any other applicable sections, will apply to any gifts-in-kind received.

6 REFERENCES and RELATED STATEMENTS of POLICY and PROCEDURE

6.01 The Income Tax Act of Canada

6.02 CCH Canadian Accounting Handbook

6.03 Canada Revenue Agency Publications

T4063 - Registering a Charity for Income Tax Purposes; and
P113 - Gifts and Income Tax

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7 PROCEDURE

7.01 City of Prince Albert Donation Receipts and other Organizations

The City of Prince Albert is often requested to provide donation receipts to individuals who give money or property to various community based organizations. In order to comply with the requirements of The Income Tax Act, the City **must** ensure that the money being donated "benefits the community" as defined under the section Definitions, paragraph 5.01. The City **must** also ensure that the ultimate authority on the use of the donations rests with the City. The following procedure must be adhered to for all donation receipting requests identified under sections 7.03 to 7.06 inclusive, before the City will provide donation receipt(s):

- 1). An Organization must provide to City Administration a formal letter noting its mandate and how it intends to use the funds to "benefit the local community at large". The Organization must also indicate their understanding that the City holds the ultimate authority over the use of the funds.
- 2). Administration receiving this request must provide a report to City Council forwarding the Organization's formal letter as well as asking Council for their approval to provide Donation receipts. The memo or letter must clearly identify the term for which the donation receipts will need to be provided, that is:
 - a) For one specific year only;
 - b). For a period of the current year until a specified end date; or
 - c). For an indefinite period beginning in the current year and not ending until further instructions are received.

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3). Once City Council makes a decision with respect to the request, City Administration will contact the Organization and inform them of Council's decision. If Council agrees to provide Donation receipts, Administration will provide a copy of this policy noting the steps that must be followed and what information the City will require from them (as itemized below) in order to facilitate the timely production of donation receipts. Administration must also communicate that while this is being facilitated to provide to the Organization, the City has ultimate authority over the use of the resources.

7.02 Donation Receipt Guidelines:

- Below is a table noting information the City requires from Organizations. All information is to be supplied in the format noted below. All fields in the table should be completed. This is an Excel spreadsheet and the City asks that Organizations, if possible, use the same software or a compatible program with similar formatting.

Name of Company Making a Donation	Last Name	First Name & Middle Initial	Address	City	Prov	Postal Code	Donation Amount	Donated To:	Temporary Donation Receipt Number	Date Received

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2. Organizations must provide **pre-numbered** receipts to their donors and those numbers should be noted in the spreadsheet provided to the City.
3. Spreadsheets must be submitted to the City's Financial Services Department by January 31 of the following tax year. **The Organization will be expected to provide this list on their own initiative.** If the deadline passes before the Organization provides its information, the City cannot guarantee that the donation receipts will be processed by the February 28th deadline.
4. The Organization must provide a total for all Donation monies received.
5. Organizations must simultaneously provide a copy of their spreadsheet to City Administration and a cheque for the total amount of donated dollars received.
 - a). If the donated money is to be allocated toward a multi-year loan or similar financial arrangement with the City, the revenue should be recorded as a reduction of the loan payable or other financial arrangement.
 - b). If the donated money is to be used in an alternate manner, once it is received and receipted, Financial Services will process a cheque payable back to the Organization for the same dollar amount paid to the City.

Financial Services will provide a cash receipt for the money received and will allocate the money based on the information provided by the Organization and approved by the City.

6. If a cheque and donation list is supplied by an Organization prior to or by the January 31 deadline noted under paragraph 3 and in advance of the City printing the donation receipts, City Administration will process payment back to the Organization by the next cheque printing date. Cheques should not be held by

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the City for a period that exceeds two weeks. However, if donation receipts can be completed under the two week deadline, the City will make every effort to simultaneously provide both the cheque and donation receipts to the Organization.

7. The City of Prince Albert will generate Donation receipts before February 28th of the new year, and will contact the person identified as the Organization's contact individual once the receipts are printed. The City will keep a PDF copy of all donation receipts issued.
8. It will be the responsibility of the Organization to distribute the Donation receipts to the donors noted on their spreadsheet.
9. Donors, if they experience any problems receiving their respective Donation receipts, should first contact the Organization who collected the donation before contacting the City. The Organization's contact person should be the only person corresponding with the City to avoid confusion or data entry errors from occurring.

7.03 Cash Payments received at City Hall:

- Cash donations received from any individual and submitted to the City must be provided to the cashier who will provide a receipt to the donor. A copy of that receipt will be kept in a Donations file in Financial Services. The cashier's receipt should note:
 - a). the dollar amount paid;
 - b). the name and address of the donor; and,
 - c). how the donor wants the money to be used, if applicable (ex. if it is for a specific Community Services program or is it to be utilized for infrastructure rehabilitation or construction, etc.).

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Section:		Issued:	November 13, 2007
Subject:	Donation Policy and Procedure	Effective:	
Council Resolution# and Date:		Page:	9 of 11
		Replaces:	Tax Deductible Donation Policy and Procedure Policy No. 07 of November 13, 2007
Issued by:	Senior Accounting Manager	Dated:	November 13, 2007
Approved by:	Director of Financial Services		

- The City will generate a numbered Donation receipt to the person noted in this spreadsheet by February 28th of the following year and will keep a PDF copy of the receipt for future reference.

7.04 Bequested Donations:

- Any money donated from someone's estate to the City, will follow the same procedures as outlined in 7.01 and 7.02 above **except** that the name of the donor should be recorded on the spreadsheet as the "Estate of ... " (for example, Estate of Robert Winterburn). All other requirements must be followed as noted above.
- Financial Services should be provided with a copy of the Notarized documents and letter from the Estate instructing where the money or donation is to be utilized in order to ensure that, in the future, the money is utilized for its intended purposes.
- A numbered Official Donation receipt will be provided to the Estate by February 28th of the following year and the City will keep a PDF copy of the receipt for future reference.

7.05 Gift-In-Kind Donations:

- In order for the City to issue an Official Donation receipt for Gifts- in-Kind, a quantification or appraisal of the fair market value of that gift(s) must be determined. Any associated costs will be the responsibility of the donor unless the City, upon prior agreement, agrees to assume responsibility for any portion of the cost.

City of Prince Albert Statement of POLICY and PROCEDURE			
Department:	Financial Services	Policy No.	
Section:		Issued:	November 13, 2007
Subject:	Donation Policy and Procedure	Effective:	
Council Resolution# and Date:		Page:	10 of 11
		Replaces:	Tax Deductible Donation Policy and Procedure Policy No. 07 of November 13, 2007
Issued by:	Senior Accounting Manager	Dated:	November 13, 2007
Approved by:	Director of Financial Services		

- Gifts-in-Kind should be recorded on a separate spreadsheet. Once the Appraisal is provided, the spreadsheet with a copy of the appraisal, must be submitted to Financial Services following the same format as noted under paragraph 7.02.
- The City of Prince Albert will generate a numbered Official Donation receipt to the person noted in this spreadsheet by February 28th of the following year and the City will keep a PDF copy of the receipt for future reference.

7.06 Contributions of Services:

- As noted under the section "**Policy**", paragraph 1.02, contributions of services (skills, time, or effort) are not considered "property" and will not receive a receipt unless the donor invoices the entity receiving the service. Organizations must agree to pay for the service and the donor must be willing to return all, or a portion of, the payment as a gift.
- Organizations should keep a separate spreadsheet following the same format as noted under paragraph 7.02, recording all invoices they have received that identify contributions of service(s) and they must provide a copy of that invoice to City Administration for verification purposes.
- The City of Prince Albert will generate a numbered Official Donation receipt to the person noted in this spreadsheet by February 28th of the following year and the City will keep a PDF copy of the receipt for future reference.

City of Prince Albert Statement of POLICY and PROCEDURE			
Department:	Financial Services	Policy No.	
Section:		Issued:	November 13, 2007
Subject:	Donation Policy and Procedure	Effective:	
Council Resolution# and Date:		Page:	11 of 11
		Replaces:	Tax Deductible Donation Policy and Procedure Policy No. 07 of November 13, 2007
Issued by:	Senior Accounting Manager	Dated:	November 13, 2007
Approved by:	Director of Financial Services		

7.07 Multi-Year Donations:

- Unless otherwise agreed to, donations agreed to be made over a period of time will be required to enter into an agreement with the City that outlines the purpose, amount, recognition requirements and any direction/constraints on the gift.
- Unless otherwise stated in the agreement, recognition of a donor, such as a name listed on a “donor wall”, will not be made until payment is received in full.



City of Prince Albert

RPT 24-8

TITLE: Tax Exemption Agreement for Daycare Properties

DATE: January 10, 2024

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That a Tax Exemption Agreement between The City and the following five (5) daycare properties for a five (5) year term from January 1, 2024 to December 31, 2028, be approved:
 - a. 139 - 8th Street East – Family Futures Inc.;
 - b. 196 - 9th Street East – Family Futures Inc.;
 - c. 199 - 6th Street East – Prince Albert Child Care Co-operative Association;
 - d. 2805 - 1st Avenue West – South Hill Child Care Co-operative Association Limited; and,
 - e. 202 - 10th Street East – Prince Albert Aboriginal Head Start Program;
2. That the municipal taxes and levies be exempt, excluding Local Improvement Levies, to the following extent:
 - a. A full exemption provided that the Saskatchewan Government Relations Ministry and as required, the affected school divisions, provide consent pursuant to Section 263(3) of The Cities Act; or,
 - b. Where consent is not provided per Section 263(2), a partial exemption to the extent that each affected taxpayer shall pay taxes equivalent to The City's financial obligation to pay non-consenting affected taxing authorities pursuant to Section 263(2) of The Cities Act; and,
3. That the Mayor and City Clerk be authorized to execute the Agreements on behalf of The City, once prepared.

ATTACHMENTS:

1. Tax Exemption Agreement for Daycare Properties (RPT 23-443)

Written by: Executive Committee



City of Prince Albert

RPT 23-443

TITLE: Tax Exemption Agreement for Daycare Properties

DATE: December 20, 2023

TO: Executive Committee

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the following be forwarded to an upcoming City Council meeting for approval:

1. That a Tax Exemption Agreement be approved providing the following five (5) daycare properties a five (5) year agreement from January 1, 2024 to December 31, 2028:
 - 139 8th Street E – Family Futures Inc.;
 - 196 9th Street E – Family Futures Inc.;
 - 199 6th Street E – Prince Albert Child Care Co-operative Association;
 - 2805 1st Avenue W – South Hill Child Care Co-operative Association Limited; and,
 - 202 10th Street E – Prince Albert Aboriginal Head Start Program.
2. That the municipal taxes and levies be exempt, excluding local improvement levies, to the following extent:
 - a. A full exemption provided that the Ministry of Saskatchewan and as required, the affected school divisions, provide consent pursuant to Section 263(3) of The Cities Act; or,
 - b. Where consent is not provided per Section 263(2), a partial exemption to the extent that each affected taxpayer shall pay taxes equivalent to the City's financial obligation to pay non-consenting affected taxing authorities pursuant to Section 263(2) of The Cities Act.
3. That the Mayor and City Clerk be authorized to execute the Five (5) Year Tax Exemption Agreements with each daycare property on behalf of the City.

TOPIC & PURPOSE:

To obtain approval for new five (5) Year Tax Exemption Agreements with the following daycares:

- Family Futures, Inc.;
- Prince Albert Child Care Co-operative Association;
- South Hill Child Care Co-operative Association Limited; and,
- Prince Albert Aboriginal Head Start Program Inc.

BACKGROUND:

A report was forwarded to City Council in August of 2019 regarding Tax Exemption Agreements for five daycares.

City Council approved that the five daycares receive a tax exemption as follows:

“That the municipal taxes and levies be exempt, excluding local improvement levies, to the following extent:

- a. A full exemption provided that the Ministry of Saskatchewan and as required, the affected school divisions, provide consent pursuant to Section 263(3) of The Cities Act; or,
- b. Where consent is not provided per Section 263(2), a partial exemption to the extent that each affected taxpayer shall pay taxes equivalent to the City's financial obligation to pay non-consenting affected taxing authorities pursuant to Section 263(2) of The Cities Act.”

A Tax Exemption Agreement was executed with all five daycares for the term of January 1, 2019 to December 31, 2023. The Tax Exemption Agreement expires at the end of 2023.

PROPOSED APPROACH AND RATIONALE:

As per the City's Policy & Procedure for Applications for Tax Relief, Applications for tax relief under the Policy with all supporting documentation must be **made prior to October 15, 2023.**

Application Criteria

As per the City's Policy & Procedure for Applications for Tax Relief Policy, 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.*

The City's Policy states the following below information is to be included in the application for tax relief:

Corporate Status

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

Financial Statements

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

Budget

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

Approvals, Licenses & Certificates

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

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.
3. 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.

The Applicants submitted all of the proper documentation, and based on Financial Services review of that information, it is being recommended that a Five (5) Year Tax Exemption Agreement, as per *The Cities Act*, section 262 for each of the properties listed be approved.

City Council has the authority to exempt property as per the following legislation.

262(3) A council may exempt any property from taxation in whole or in part with respect to a financial year.

(4) Subject to section 263, a council may:

(a) enter into an agreement with the owner or occupant of any property for the purpose of exempting that property from taxation, in whole or in part, for not more than five years; and

(b) in an agreement entered into pursuant to clause (a), impose any terms and conditions that the council may specify.

(4.1) If a council exempts property from taxation pursuant to subsection (3) or (4), the assessment for that property must appear on the assessment roll in each year of the exemption.

This will ensure that legislation is being followed for the exemptions from taxation. Each of the daycare centres are non-profit organizations and have submitted the proper documentation to review as per the City's Policy.

Prince Aboriginal Headstart Program Inc.

The Prince Albert Aboriginal Headstart Program Inc. is non-profit preschool program geared towards Indigenous, Metis and Inuit children ages 3 & 4.

The objectives of the organization are as follows:

- Provide First Nations and Metis traditions and cultures to indigenous children and families, utilizing Elders, role models and materials that are culturally relevant.
- Assist in the growth of social interactions among children, teaching respect, co-operation and sharing.
- Teach pre-academic skills using existing resources and systems.
- Follow provincial daycare standards and regulations.
- Ensure the facility and program is open, accessible, friendly and inviting to families.
- Provide an assessment, referral and access to community resources.
- Provide support and assistance to parents and families which include support groups, parenting classes and one-on-one sessions.

The Prince Albert Aboriginal Headstart Program runs a daycare program. The organization primarily receives its revenue through a funding agreement from the Government of Canada.

The Prince Albert Aboriginal Headstart Program Child Care Centre is located at 202 10th Street East.

Family Futures Inc.

Family Futures Inc. is a non-profit organization designed to assist families in need no matter what their struggle. The Outreach Team is filled with dedicated individuals coming from all different backgrounds who are more than capable of assisting needs. Family Futures Inc. is a voluntary program and the Outreach Team will provide Families will all the tools they need to succeed.

Family Futures Goal – through a holistic approach, provides core services such as home visiting, licensed daycares and group program for Family Futures Program clients and is designed to achieve the following five goals and related objectives.

1. Promote and support healthy pregnancies among at-risk mothers to achieve positive outcomes.
2. Promote personal growth and healthy lifestyle choices for at-risk parents to strengthen the family and create healthier environments to raise children.
3. Promote and support healthy development for infants and children and to reduce risks to their physical, social, spiritual and emotional well-being.
4. Improve the quality of nutrition for children, pregnant women, dads and their families.
5. Contribute to building our community capacity to address need of families.

From April 2022 to March 2023 Family Futures received 130 new referrals, 65% of participants referred themselves. In total, their Outreach Program provided services to 246 participants and their children (550 children).

The tax exemption includes the daycare located at 196 9th Street East and a parking lot located at 139 8th Street East.

Prince Albert Child Care Co-operative Association

The Prince Albert Child Care Co-operative Association is a non-profit organization that provides early learning and child care services to families in Prince Albert. They are governed by eight Prince Albert residents who volunteer their time to ensure the smooth operation. The organization provides early learning and child care services to families in Prince Albert. The organization provides childcare services to infants up to school aged children. The Association is a 113 space Licensed Child Care organization operating in 3 locations (main building and 2 schools). The organization has been incorporated since 1974. The organization relies on funding from the Government of Saskatchewan through the Early Childhood Services and Parent Fee Reduction grants.

The Prince Albert Child Care Co-operative Association is a community-based organization with a focus on high-quality Early Learning programs and services.

The main Child Care Centre is located at 199 6th Street East. The Centre is licensed for a maximum of 43 child care spaces, including 6 infant, 10 toddler, 20 preschool, 1 school age and 6 PS flexible spaces.

South Hill Child Care Co-operative Association Limited

The South Hill Child Care Co-operative Association Limited is a non-profit child care centre and is licensed by the Community Resources and Employment – Child Care Department, incorporated as a Co-operative and is governed by a Board of Directors, which consists of six people elected annually by the membership for a 1 year term.

The objective of the organization are as follows:

- To operate a quality child care centre.
- To facilitate and promote the emotional and early childhood educational needs of children in attendance in the Centre.
- To purchase, lease, contract for, or otherwise acquire buildings, equipment and services if necessary for operation of the child care centre.
- To provide any other service incidental to attaining the foregoing objectives.

The daycare centre is licensed for a maximum of 60 child care spaces, including 10 toddler, 40 preschool, 5 school age and 5PS flexible spaces.

The daycare centre is located at 2805 1st Avenue West.

Conclusion

Based on the documentation provided by each daycare and as per the City's Policy, it's been determined that the following daycares serve a sufficient segment of the Community and meet the criteria under Policy 51:

- a. 139 – 8th Street East – Family Futures Inc.;
- b. 196 – 9th Street East – Family Futures Inc.;
- c. 199 – 6th Street East – Prince Albert Child Care Co-operative Association;
- d. 2805 – 1st Avenue West – South Hill Child Care Co-op Association; and,
- e. 202 – 10th Street East – Prince Albert Aboriginal Head Start Program.

CONSULTATIONS:

Finance Administration has reviewed each of the submitted applications in detail and completed a Tax Relief Application Check List to ensure all Applications met the criteria under Policy 51.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Once Council provides approval regarding the request of the five (5) daycare properties, Finance will provide letters to the respective School Divisions for the approval request of the school tax portions. After the approvals are received, the four (4) property owners will receive a letter of notification of the approval along with a Tax Exemption Agreement for execution.

POLICY IMPLICATIONS:

The Cities Act, subsection 262(3) and 262(4).

City Policy No. 51 - Policy & Procedure for Applications for Tax Relief - A Policy 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.

FINANCIAL IMPLICATIONS:

If approved by City Council, the five (5) daycare properties will enter into a Tax Exemption Agreement with the City of Prince Albert for the term of January 1, 2024 to December 31, 2028. A term of five (5) years.

Below is the 2023 tax levy amounts that would have been charged if they were not exempt for Year 2023:

- Family Futures – 139 8th Street East (Parking Lot) - \$2,374.40
- Family Futures – 196 9th Street East (Daycare Centre) - \$8,550.77
- Prince Albert Child Care Co-operative Association – 199 6th Street East (Daycare Centre) - \$2,861.41
- South Hill Child Care Co-operative Association Limited – 2805 1st Avenue West (Daycare Care Centre) - \$3,543.32
- Prince Albert Aboriginal Headstart Program – 202 10th Street East (Daycare Centre) - \$2,240.13

The total 2023 tax levy amounts for the five (5) daycare properties is \$19,570.03. That amount includes the general municipal levy, library levy, school levy along with all special and base taxes.

The municipal portion of that amount is \$16,142.08 and the school portion is \$3,427.95. The municipal portion can be addressed through the 2024 Tax Tools. However, because these properties have been exempt for a number of years, allowing a further exemption would not create a tax increase to other properties to make up the difference, as the exemption has been adjusted in previous tax tools.

As per the attached Tax Exemption Agreements, the respective daycare properties will have the municipal taxes and levies be exempt, excluding local improvement levies, to the following extent:

- a. A full exemption provided that the Ministry of Saskatchewan and as required, the affected school divisions, provide consent pursuant to Section 263(3) of The Cities Act; or,
- b. Where consent is not provided per Section 263(2), a partial exemption to the extent that each affected taxpayer shall pay taxes equivalent to the City's financial obligation to pay non-consenting affected taxing authorities pursuant to Section 263(2) of The Cities Act.

The Agreement does not exempt any local improvements charged against the property, any Business Improvement District levies charged against the property or any service charges.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no privacy implications or official community plan implications at this time.

STRATEGIC PLAN:

The Tax Exemption Agreements for the daycare Centres recognizes the strategic goal of Promoting a Progressive Community. Recognizing the unique needs of the City's various social sectors. These exemptions allows the organizations to continue to provide safe, quality care and assistance to our community.

OPTIONS TO RECOMMENDATION:

Council may choose to deny approval of the Tax Exemption Agreements with the five (5) daycare properties. That is not being recommended as all properties meet the criteria of the City's Policy regarding Tax Relief. All daycare centers are non-profit organizations that benefit the community and have objectives of enhancing the health, safety, or welfare of the citizens of Prince Albert. They all provide a linkage to the provision of supporting youth, the physically or emotionally challenged or other groups.

PUBLIC NOTICE:

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

PRESENTATION: Verbal Presentation by Briane Folmer, Senior Accounting Manager.

ATTACHMENTS:

1. Tax Exemption Agreement – Family Futures, Inc.
2. Tax Exemption Agreement – Prince Albert Headstart Aboriginal Program.
3. Tax Exemption Agreement – Prince Albert Child Care Co-operative Association.
4. Tax Exemption Agreement – South Hill Child Care Co-operative Association Limited.

Written by: Melodie Boulet, Finance Manager

Approved by: Senior Accounting Manager, Director of Financial Services and City Manager

TAX EXEMPTION AGREEMENT

THIS AGREEMENT made in duplicate this day of A.D., 2024.

BETWEEN:

THE CITY OF PRINCE ALBERT, a municipal corporation (hereinafter referred to as the “City”)

-and-

FAMILY FUTURES, INC., of the City of Prince Albert, in the Province of Saskatchewan (hereinafter referred to as the “Applicant”)

WHEREAS pursuant to Subsection 262(4) of *The Cities Act* (herein referred to as the “Act”), City Council may enter into an agreement for the purpose of exempting land and improvements from taxation, in whole or in part, except for the Local Improvement Levies;

AND WHEREAS the City wishes to provide an exemption from applicable Municipal and School Property taxes to the Applicant for the maximum five-year period allowed by the Act through the *Policy & Procedure for Applications for Tax Relief Policy No. 51*;

AND WHEREAS Saskatchewan Ministry of Government Relations have agreed to exempt the Applicant’s property, as described below, from all taxes to be levied on their behalf by the City pursuant to Subsection 263(3) of the Act;

NOW THEREFORE, the Parties acknowledge and agree as follows:

1. DEFINITIONS

1.1 In this Agreement:

a) “Property” means the land and improvements legally described as:

Civic Address: 196 9th Street East and 139 8th Street East

Legal Land Description: Lot 31 & 32, Block C, Plan No. D3848 Ext. 0
and Lot 7 & 8 Block C Plan No. D3848 Ext. 0

- b) “Service Charges” include the user fees or direct charges for the following services provided by the City and payable by the party to whom the services are provided:
 - i) Utilities , including water and sewer consumption charges, infrastructure charges, garbage and recycling fees;
 - ii) Custom work orders; and
 - iii) Any other charges payable pursuant to the City’s bylaws.
- c) “Term” means the period from January 1st, 2024 to December 31st, 2028 inclusive.

2. TAX EXEMPTION

- 2.1 Subject to the conditions of this Agreement, the City hereby provides the Applicant an exemption from the municipal property taxes levied pursuant to Part XI of the Act, including property taxes levied by the City on behalf of Saskatchewan Ministry of Government Relations and Prince Albert Roman Catholic Separate School Division No. 6 in respect to the Property for the entire Term of this Agreement.
- 2.2 This Agreement does not exempt the Applicant from:
 - a) any local improvements charged against the Property;
 - b) any Business Improvement District levies charged against the Property; or
 - c) Service Charges.
- 2.3 Property taxes shall be due and payable based on the City’s assessed value of the Property pursuant to the City’s bylaws in force at the time until the effective start date of this Agreement.

3. TERMINATION

- 3.1 It is understood that the tax exemption granted under this Agreement shall terminate on December 31st, 2028.
- 3.2 In the event of the following, the City may terminate the Agreement and the full amount of the Municipal and School Property Taxes shall become due and payable from the date of termination:
- a) if any applicable Service Charges respecting the property fall into arrears; or,
 - b) if the Applicant is convicted of any contravention of *The Weed Control Act*, *The Planning and Development Act, 2007*, or any municipal bylaw in respect to the Property; or,
- 3.3 If this Agreement is to be terminated in accordance with article 3.2, the City shall provide written notice to the Applicant ten (10) days prior to termination of the Agreement.
- 3.4 If the Applicant:
- (1) disposes of the Property; or
 - (2) ceases to use the Property for the purposes of a daycare facility, this Agreement shall forthwith automatically terminate, and the property taxes shall become due and payable from the date of cessation of the use and as determined by the City.

4. RIGHT TO APPEAL ASSESSMENT

- 4.1 Notwithstanding the tax exemption herein granted, the Applicant shall retain the right to appeal any assessment of the Property, or any part thereof, during the Term of this Agreement.
- 4.2 The provisions of Part X of the Act, or any replacement thereof, respecting the assessment of Property and the right to appeal any assessment of the Property shall apply notwithstanding the tax exemption herein granted.

5. NOTICE

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

- a) to the City:
Financial Services Department
City of Prince Albert
1084 Central Avenue
Prince Albert, SK S6V 7P3

- b) to the Applicant:
Family Futures, Inc.
196 – 9th Street East
Prince Albert, SK S6V 0X5

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

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

6. ENTIRE AGREEMENT

- 6.1 There are no other agreements between the parties respecting the matters referred to herein.

7. GENERAL

- 7.1 Time is of the essence of this Agreement and all actions taken by the parties shall be taken so as to expedite the performance of the Agreement.
- 7.2 The Applicant may not assign this Agreement.

- 7.3 This Agreement shall be binding upon the City and shall endure to the benefit of the Applicant and the present owners of the Property as the case may be.
- 7.4 The laws of the Province of Saskatchewan shall govern this Agreement.
- 7.5 If any phrase, sentence or section contained in this Agreement is declared invalid by a final and unappealable order of any court of competent jurisdiction, this Agreement shall be construed as if such phrase, sentence or section had not been inserted in this Agreement.

IN WITNESS WHEREOF THE CITY OF PRINCE ALBERT has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this day of A.D., 2024.

THE CITY OF PRINCE ALBERT

_____ **MAYOR**

_____ **CITY CLERK**

IN WITNESS WHEREOF FAMILY FUTURES INC. has hereunto set their hand this day of A.D., 2024.

_____ **WITNESS**

_____ **WITNESS**

TAX EXEMPTION AGREEMENT

THIS AGREEMENT made in duplicate this day of A.D., 2024.

BETWEEN:

THE CITY OF PRINCE ALBERT, a municipal corporation (hereinafter referred to as the “City”)

-and-

PRINCE ALBERT ABORIGINAL HEADSTART PROGRAM INCORPORATED, of the City of Prince Albert, in the Province of Saskatchewan (hereinafter referred to as the “Applicant”)

WHEREAS pursuant to Subsection 262(4) of *The Cities Act* (herein referred to as the “Act”), City Council may enter into an agreement for the purpose of exempting land and improvements from taxation, in whole or in part, except for the Local Improvement Levies;

AND WHEREAS the City wishes to provide an exemption from applicable Municipal and School Property taxes to the Applicant for the maximum five-year period allowed by the Act through the *Policy & Procedure for Applications for Tax Relief Policy No. 51*;

AND WHEREAS Saskatchewan Ministry of Government Relations have agreed to exempt the Applicant’s property, as described below, from all taxes to be levied on their behalf by the City pursuant to Subsection 263(3) of the Act;

NOW THEREFORE, the Parties acknowledge and agree as follows:

1. DEFINITIONS

1.1 In this Agreement:

a) “Property” means the land and improvements legally described as:

Civic Address: 202 10th Street East

Legal Land Description: Lot 33 - 34, Block D, Plan No. A215 Ext. 0

- b) “Service Charges” include the user fees or direct charges for the following services provided by the City and payable by the party to whom the services are provided:
 - i) Utilities , including water and sewer consumption charges, infrastructure charges, garbage and recycling fees;
 - ii) Custom work orders; and
 - iii) Any other charges payable pursuant to the City’s bylaws.
- c) “Term” means the period from January 1st, 2024 to December 31st, 2028 inclusive.

2. TAX EXEMPTION

- 2.1 Subject to the conditions of this Agreement, the City hereby provides the Applicant an exemption from the municipal property taxes levied pursuant to Part XI of the Act, including property taxes levied by the City on behalf of Saskatchewan Ministry of Government Relations and Prince Albert Roman Catholic Separate School Division No. 6 in respect to the Property for the entire Term of this Agreement.
- 2.2 This Agreement does not exempt the Applicant from:
 - a) any local improvements charged against the Property;
 - b) any Business Improvement District levies charged against the Property; or
 - c) Service Charges.
- 2.3 Property taxes shall be due and payable based on the City’s assessed value of the Property pursuant to the City’s bylaws in force at the time until the effective start date of this Agreement.

3. TERMINATION

- 3.1 It is understood that the tax exemption granted under this Agreement shall terminate on December 31st, 2028.
- 3.2 In the event of the following, the City may terminate the Agreement and the full amount of the Municipal and School Property Taxes shall become due and payable from the date of termination:
- a) if any applicable Service Charges respecting the property fall into arrears; or,
 - b) if the Applicant is convicted of any contravention of *The Weed Control Act*, *The Planning and Development Act, 2007*, or any municipal bylaw in respect to the Property; or,
- 3.3 If this Agreement is to be terminated in accordance with article 3.2, the City shall provide written notice to the Applicant ten (10) days prior to termination of the Agreement.
- 3.4 If the Applicant:
- (1) disposes of the Property; or
 - (2) ceases to use the Property for the purposes of a pre-school facility, this Agreement shall forthwith automatically terminate, and the property taxes shall become due and payable from the date of cessation of the use and as determined by the City.

4. RIGHT TO APPEAL ASSESSMENT

- 4.1 Notwithstanding the tax exemption herein granted, the Applicant shall retain the right to appeal any assessment of the Property, or any part thereof, during the Term of this Agreement.
- 4.2 The provisions of Part X of the Act, or any replacement thereof, respecting the assessment of Property and the right to appeal any assessment of the Property shall apply notwithstanding the tax exemption herein granted.

5. NOTICE

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

- a) to the City:
Financial Services Department
City of Prince Albert
1084 Central Avenue
Prince Albert, SK S6V 7P3

- b) to the Applicant:
Prince Albert Aboriginal Headstart Program
202 10th Street East
Prince Albert, SK S6V 0Y9

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

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

6. ENTIRE AGREEMENT

- 6.1 There are no other agreements between the parties respecting the matters referred to herein.

7. GENERAL

- 7.1 Time is of the essence of this Agreement and all actions taken by the parties shall be taken so as to expedite the performance of the Agreement.
- 7.2 The Applicant may not assign this Agreement.

TAX EXEMPTION AGREEMENT

THIS AGREEMENT made in duplicate this day of A.D., 2024.

BETWEEN:

THE CITY OF PRINCE ALBERT, a municipal corporation (hereinafter referred to as the "City")

-and-

PRINCE ALBERT CHILD CARE CO-OPERATIVE ASSOCIATION, of the City of Prince Albert, in the Province of Saskatchewan (hereinafter referred to as the "Applicant")

WHEREAS pursuant to Subsection 262(4) of *The Cities Act* (herein referred to as the "Act"), City Council may enter into an agreement for the purpose of exempting land and improvements from taxation, in whole or in part, except for the Local Improvement Levies;

AND WHEREAS the City wishes to provide an exemption from applicable Municipal and School Property taxes to the Applicant for the maximum five-year period allowed by the Act through the *Policy & Procedure for Applications for Tax Relief Policy No. 51*;

AND WHEREAS Saskatchewan Ministry of Government Relations and Prince Albert Roman Catholic Separate School Division No. 6 have agreed to exempt the Applicant's property, as described below, from all taxes to be levied on their behalf by the City pursuant to Subsection 263(3) of the Act;

NOW THEREFORE, the Parties acknowledge and agree as follows:

1. DEFINITIONS

1.1 In this Agreement:

a) "Property" means the land and improvements legally described as:

Civic Address: 199 6th Street East

Legal Land Description: Lot G & H, Block B, Plan No. 64PA05572 Ext. 0

- b) "Service Charges" include the user fees or direct charges for the following services provided by the City and payable by the party to whom the services are provided:
- i) Utilities , including water and sewer consumption charges, infrastructure charges, garbage and recycling fees;
 - ii) Custom work orders; and
 - iii) Any other charges payable pursuant to the City's bylaws.
- c) "Term" means the period from January 1st, 2024 to December 31st, 2028 inclusive.

2. TAX EXEMPTION

2.1 Subject to the conditions of this Agreement, the City hereby provides the Applicant an exemption from the municipal property taxes levied pursuant to Part XI of the Act, including property taxes levied by the City on behalf of Saskatchewan Ministry of Government Relations and Prince Albert Roman Catholic Separate School Division No. 6 in respect to the Property for the entire Term of this Agreement.

2.2 This Agreement does not exempt the Applicant from:

- a) any local improvements charged against the Property;
- b) any Business Improvement District levies charged against the Property; or
- c) Service Charges.

2.3 Property taxes shall be due and payable based on the City's assessed value of the Property pursuant to the City's bylaws in force at the time until the effective start date of this Agreement.

3. TERMINATION

3.1 It is understood that the tax exemption granted under this Agreement shall terminate on December 31st, 2028.

3.2 In the event of the following, the City may terminate the Agreement and the full amount of the Municipal and School Property Taxes shall become due and payable from the date of termination:

- a) if any applicable Service Charges respecting the property fall into arrears; or,
- b) if the Applicant is convicted of any contravention of *The Weed Control Act*, *The Planning and Development Act, 2007*, or any municipal bylaw in respect to the Property; or,

3.3 If this Agreement is to be terminated in accordance with article 3.2, the City shall provide written notice to the Applicant ten (10) days prior to termination of the Agreement.

3.4 If the Applicant:

- (1) disposes of the Property; or
- (2) ceases to use the Property for the purposes of a daycare facility, this Agreement shall forthwith automatically terminate, and the property taxes shall become due and payable from the date of cessation of the use and as determined by the City.

4. RIGHT TO APPEAL ASSESSMENT

4.1 Notwithstanding the tax exemption herein granted, the Applicant shall retain the right to appeal any assessment of the Property, or any part thereof, during the Term of this Agreement.

4.2 The provisions of Part X of the Act, or any replacement thereof, respecting the assessment of Property and the right to appeal any assessment of the Property shall apply notwithstanding the tax exemption herein granted.

5. NOTICE

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

- a) to the City:
Financial Services Department
City of Prince Albert
1084 Central Avenue
Prince Albert, SK S6V 7P3

- b) to the Applicant:
Prince Albert Child Care Co-operative Association
199 6th Street East
Prince Albert, SK S6V 0M9

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

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

6. ENTIRE AGREEMENT

- 6.1 There are no other agreements between the parties respecting the matters referred to herein.

7. GENERAL

- 7.1 Time is of the essence of this Agreement and all actions taken by the parties shall be taken so as to expedite the performance of the Agreement.
- 7.2 The Applicant may not assign this Agreement.

Civic Address: 2805 1st Avenue West

Legal Land Description: Lot 1, Block 5, Plan No. B668 Ext. 57 and
Lot 2, Block 5, Plan No. B668 Ext. 58

- b) “Service Charges” include the user fees or direct charges for the following services provided by the City and payable by the party to whom the services are provided:
- i) Utilities , including water and sewer consumption charges, infrastructure charges, garbage and recycling fees;
 - ii) Custom work orders; and
 - iii) Any other charges payable pursuant to the City’s bylaws.
- c) “Term” means the period from January 1st, 2024 to December 31st, 2028 inclusive.

2. TAX EXEMPTION

2.1 Subject to the conditions of this Agreement, the City hereby provides the Applicant an exemption from the municipal property taxes levied pursuant to Part XI of the Act, including property taxes levied by the City on behalf of Saskatchewan Ministry of Government Relations and Prince Albert Roman Catholic Separate School Division No. 6 in respect to the Property for the entire Term of this Agreement.

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- a) any local improvements charged against the Property;
- b) any Business Improvement District levies charged against the Property; or
- c) Service Charges.

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- a) if any applicable Service Charges respecting the property fall into arrears; or,
- b) if the Applicant is convicted of any contravention of *The Weed Control Act*, *The Planning and Development Act, 2007*, or any municipal bylaw in respect to the Property; or,

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

- a) to the City:
Financial Services Department
City of Prince Albert
1084 Central Avenue
Prince Albert, SK S6V 7P3

- b) to the Applicant:
South Hill Child Care Co-operative Association Ltd.
2805 1st Avenue West
Prince Albert, SK S6V 5A6

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

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

6. ENTIRE AGREEMENT

- 6.1 There are no other agreements between the parties respecting the matters referred to herein.

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- 7.2 The Applicant may not assign this Agreement.



City of Prince Albert

RPT 24-9

TITLE: Request for Tax Relief - Prince Albert Share a Meal/Food Bank Inc. and Prince Albert Habitat for Humanity Saskatchewan

DATE: January 10, 2024

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That a Tax Exemption Agreement between The City, Prince Albert Habitat for Humanity Saskatchewan and the Prince Albert Share a Meal/Food Bank Inc. for a five (5) year term from January 1, 2024 to December 31, 2028, be approved;
2. That the municipal taxes and levies be exempt, excluding Local Improvement Levies, to the following extent:
 - a. A full exemption provided that the Saskatchewan Ministry of Government Relations and as required, the affected school divisions, provide consent pursuant to Section 263(3) of The Cities Act; or,
 - b. Where consent is not provided per Section 263(2), a partial exemption to the extent that each affected taxpayer shall pay taxes equivalent to the City's financial obligation to pay non-consenting affected taxing authorities pursuant to Section 263(2) of The Cities Act; and,
3. That the Mayor and City Clerk be authorized to execute the Agreements on behalf of The City, once prepared.

ATTACHMENTS:

1. Request for Tax Relief - Prince Albert Share a Meal/Food Bank Inc. and Prince Albert Habitat for Humanity Saskatchewan (RPT 23-451)

Written by: Executive Committee



City of Prince Albert

RPT 23-451

TITLE: Request for Tax Relief - Prince Albert Share a Meal/Food Bank Inc. and Prince Albert Habitat for Humanity Saskatchewan

DATE: December 21, 2023

TO: Executive Committee

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the following be forwarded to an upcoming City Council meeting for approval:

1. That a Tax Exemption Agreement be approved providing the following properties a five (5) year agreement from January 1, 2024 to December 31, 2028:
 - 911 Marquis Road East – Prince Albert Habitat for Humanity Saskatchewan; and,
 - 64 11th Street East – Prince Albert Share a Meal/Food Bank Inc.
2. That the municipal taxes and levies be exempt, excluding local improvement levies, to the following extent:
 - a. A full exemption provided that the Ministry of Saskatchewan and as required, the affected school divisions, provide consent pursuant to Section 263(3) of The Cities Act; or,
 - b. Where consent is not provided per Section 263(2), a partial exemption to the extent that each affected taxpayer shall pay taxes equivalent to the City's financial obligation to pay non-consenting affected taxing authorities pursuant to Section 263(2) of The Cities Act.
3. That the Mayor and City Clerk be authorized to execute the Five (5) Year Tax Exemption Agreements with each property on behalf of the City.

TOPIC & PURPOSE:

To obtain approval for new five (5) Year Tax Exemption Agreements with the following two properties:

- Prince Albert Habitat for Humanity Saskatchewan; and,
- Prince Albert Share a Meal/Food Bank Inc.

BACKGROUND:

A report was forwarded to City Council in August of 2019 regarding Tax Exemption Agreements for both Prince Albert Habitat for Humanity Saskatchewan and Prince Albert Share a Meal/Food bank Inc.

City Council approved that the two properties receive a tax exemption as follows:

“That the municipal taxes and levies be exempt, excluding local improvement levies, to the following extent:

- a. A full exemption provided that the Ministry of Saskatchewan and as required, the affected school divisions, provide consent pursuant to Section 263(3) of The Cities Act; or,
- b. Where consent is not provided per Section 263(2), a partial exemption to the extent that each affected taxpayer shall pay taxes equivalent to the City’s financial obligation to pay non-consenting affected taxing authorities pursuant to Section 263(2) of The Cities Act.”

A Tax Exemption Agreement was executed with both properties for the term of January 1, 2019 to December 31, 2023. The Tax Exemption Agreement expires at the end of 2023.

Both properties had Tax Exemption Agreements for the term of 2013 to 2017. After follow-up in June of 2019, both properties applied for Tax Relief and Council approved the five year Tax Exemption Agreements for the term of 2019 to 2023 identified above.

PROPOSED APPROACH AND RATIONALE:

As per the City’s Policy & Procedure for Applications for Tax Relief, Applications for tax relief under the Policy with all supporting documentation must be **made prior to October 15, 2023.**

Application Criteria

As per the City’s Policy & Procedure for Applications for Tax Relief Policy, 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.*

The City's Policy states the following below information is to be included in the application for tax relief:

Corporate Status

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

Financial Statements

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

Budget

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

Approvals, Licenses & Certificates

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

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.
3. 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.

The Applicants submitted all of the proper documentation, and based on Financial Services review of that information, it is being recommended that a Five (5) Year Tax Exemption Agreement, as per *The Cities Act*, section 262 for each of the properties listed be approved.

City Council has the authority to exempt property as per the following legislation.

262(3) A council may exempt any property from taxation in whole or in part with respect to a financial year.

(4) Subject to section 263, a council may:

(a) enter into an agreement with the owner or occupant of any property for the purpose of exempting that property from taxation, in whole or in part, for not more than five years; and

(b) in an agreement entered into pursuant to clause (a), impose any terms and conditions that the council may specify.

(4.1) If a council exempts property from taxation pursuant to subsection (3) or (4), the assessment for that property must appear on the assessment roll in each year of the exemption.

This will ensure that legislation is being followed for the exemptions from taxation. Each of the two properties are non-profit organizations and have submitted the proper documentation to review as per the City's Policy.

Prince Albert Habitat for Humanity Saskatchewan

Habitat for Humanity is an international organization operating in over 70 countries worldwide. Habitat for Humanity Saskatchewan Inc. (Habitat Saskatchewan) is a registered charity established in 2021, resulting from the amalgamation of Habitat for Humanity affiliates in Prince Albert, Regina, and Saskatoon.

Vision: To create a world where everyone has a safe and decent place to live.

Mission: To mobilize volunteers and community partners in providing affordable housing and promoting homeownership as a means to break the cycle of poverty.

Habitat Saskatchewan brings communities together to help families build strength, stability, and independence through affordable homeownership. They work with volunteers, donors, and partner families to construct decent and affordable homes, ranging from single-family houses to multiple-unit developments.

Currently, Habitat Saskatchewan supports 194 partner families located in various communities across the province, including Prince Albert, Saskatoon, Regina, and others. Their work significantly improves the lives of these families, leading to positive outcomes such as improved school grades, better behavior among children, increased educational opportunities for parents, enhanced job prospects, and reduced reliance on social assistance and community services.

The Habitat for Humanity ReStores, located in Prince Albert, Saskatoon, and Regina, operate as home and building supply stores that accept and resell quality new and used building materials, furniture, home accessories, and more to the public. These ReStores not only fund local Habitat for Humanity homebuilding projects and operations but also contribute to environmental sustainability by diverting reusable items from landfills.

Habitat for Humanity Saskatchewan is a not-for-profit organization and a registered charity in the province of Saskatchewan. They receive support from generous individuals, corporate sponsors, and volunteers. Their organization is governed by a Board of Directors, responsible for appointing the Chief Executive Officer and overseeing the direction of the organization.

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

City Council on November 6, 2023, considered a report from Planning regarding Request for Funding – Habitat for Humanity Saskatchewan.

City Council approved:

- 1. That the Funding Request from Habitat for Humanity Saskatchewan in the amount of \$15,000 to assist in the funding of an Affordable Housing Unit to be located at 1315 – 6th Avenue West, be approved; and,*
- 2. That the \$15,000 be funded from the Housing Reserve.*

The report illustrated that the funding will be directed to the construction of a single-family three-bedroom infill home to be located at 1315 6th Avenue West. Habitat Saskatchewan has obtained a Building Permit for the proposed home, and the anticipated cost for this project is \$291,521.92.

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

The Prince Albert Habitat for Humanity Saskatchewan is located on property owned. It is the understanding that the tax levy imposed by the City for this property is passed along directly to the Prince Albert Habitat for Humanity Saskatchewan as determined through their lease agreement.

Prince Albert Share a Meal/Food Bank Inc.

The Prince Albert Share a Meal/Food Bank Inc. seeks to support our community with a focus on families and children through food security and education initiatives in a dignified and respectful manner.

The objective of the Organization is to provide emergency food assistance (a three day supply), available once/calendar month. Fresh produce and bread are available on a daily basis for anyone in need. While the mandate of the Organization is geared towards families and children, they serve anyone (including a pet food program).

The Organization is governed by a Board of 4. The operation is staffed by 5 full-time employees (Executive Director, Operations Manager, Driver, and 2 general labour staff). The food provided comes primarily through donations by local residents, businesses and grocery stores. They also purchase some food with donation revenues and certain grants.

This non-profit organization has the objectives of enhancing the health, safety, or welfare of the citizens of Prince Albert including our homelessness, the physically or emotionally challenged groups.

Conclusion

Based on the documentation provided by both Prince Albert Habitat for Humanity Saskatchewan and Prince Albert Share a Meal/Food Bank Inc. and as per the City's Policy, it's been determined that the two properties serves a sufficient segment of the Community and meets the criteria under Policy 51. Further, Administration confirmed that each organization is a registered charity with Canada Revenue Agency, meaning they also concluded that a sufficient segment is served by this organization:

- 911 Marquis Road East – Prince Albert Habitat for Humanity Saskatchewan; and,
- 64 11th Street East – Prince Albert Share a Meal/Food Bank Inc.

CONSULTATIONS:

Finance Administration has reviewed each of the submitted applications in detail and completed a Tax Relief Application Check List to ensure all Applications met the criteria under Policy 51.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Once Council provides approval regarding the request of the two properties, Finance will provide letters to the respective School Divisions for the approval request of the school tax portions. After the approvals are received, the two (2) property owners will receive a letter of notification of the approval along with a Tax Exemption Agreement for execution.

POLICY IMPLICATIONS:

The Cities Act, subsection 262(3) and 262(4).

City Policy No. 51 - Policy & Procedure for Applications for Tax Relief - A Policy 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.

FINANCIAL IMPLICATIONS:

If approved by City Council, the two properties will enter into a Tax Exemption Agreement with the City of Prince Albert for the term of January 1, 2024 to December 31, 2028. A term of five (5) years.

Below is the 2023 tax levy amounts that would have been charged if they were not exempt for Year 2023:

- Prince Albert Habitat for Humanity Saskatchewan - \$39,146.73;
- Prince Albert Share a Meal/Food Bank Inc. - \$7,317.28.

The total 2023 tax levy amounts for the two properties is \$46,464.01. That amount includes the general municipal levy, library levy, school levy along with all special and base taxes.

The municipal portion of that amount is \$37,564.53 and the school portion is \$8,899.48. The municipal portion can be addressed through the 2024 Tax Tools. However, because these properties have been exempt for a number of years, allowing a further exemption would not create a tax increase to other properties to make up the difference, as the exemption has been adjusted in previous tax tools.

As per the attached Tax Exemption Agreements, the respective properties will have the municipal taxes and levies be exempt, excluding local improvement levies, to the following extent:

- a. A full exemption provided that the Ministry of Saskatchewan and as required, the affected school divisions, provide consent pursuant to Section 263(3) of The Cities Act; or,
- b. Where consent is not provided per Section 263(2), a partial exemption to the extent that each affected taxpayer shall pay taxes equivalent to the City's financial obligation to pay non-consenting affected taxing authorities pursuant to Section 263(2) of The Cities Act.

The Agreement does not exempt any local improvements charged against the property, any Business Improvement District levies charged against the property or any service charges.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no privacy implications or official community plan implications at this time.

STRATEGIC PLAN:

The Tax Exemption Agreements for the noted two organizations recognizes the strategic goal of Promoting a Progressive Community. Recognizing the unique needs of the City's various social sectors. These exemptions allows the organizations to continue to provide safe, quality care and assistance to our community.

OPTIONS TO RECOMMENDATION:

Council may choose to deny approval of the request for Tax Relief for the Prince Albert Habitat for Humanity as they have been approved for funding by the City in the amount of \$15,000 for an Affordable Housing Unit. While the City does not generally allow for stacking of programs, the tax exemption on 911 Marquis Road East is a separate initiative from the grant paid out for 1315 6th Avenue West.

PUBLIC NOTICE:

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

PRESENTATION: Verbal Presentation by Briane Folmer, Senior Accounting Manager.

ATTACHMENTS:

1. Tax Exemption Agreement – Prince Albert Habitat for Humanity Saskatchewan.
2. Tax Exemption Agreement – Prince Albert Share a Meal/Food Bank Inc.

Written by: Melodie Boulet, Finance Manager

Approved by: Senior Accounting Manager, Director of Financial Services and City Manager

- a) “Property” means the land and improvements legally described as:

Civic Address: 911 Marquis Road

Legal Land Description: Parcel 44 Plan No. AK2420 Ext. 127

- b) “Service Charges” include the user fees or direct charges for the following services provided by the City and payable by the party to whom the services are provided:

i) Utilities , including water and sewer consumption charges, infrastructure charges, garbage and recycling fees;

ii) Custom work orders; and

iii) Any other charges payable pursuant to the City’s bylaws.

- c) “Term” means the period from January 1st, 2024 to December 31st, 2028 inclusive.

2. TAX EXEMPTION

2.1 Subject to the conditions of this Agreement, the City hereby provides the Applicant an exemption from the municipal property taxes levied pursuant to Part XI of the Act, including property taxes levied by the City on behalf of Saskatchewan Ministry of Government Relations in respect to the Property for the entire Term of this Agreement.

2.2 This Agreement does not exempt the Applicant from:

- a) any local improvements charged against the Property;
- b) any Business Improvement District levies charges against the Property; or
- c) Service Charges.

2.3 Property taxes shall be due and payable based on the City's assessed value of the Property pursuant to the City's bylaws in force at the time until the effective start date of this Agreement.

3. TERMINATION

3.1 It is understood that the tax exemption granted under this Agreement shall terminate on December 31st, 2028.

3.2 In the event of the following, the City may terminate the Agreement and the full amount of the Municipal and School Property Taxes shall become due and payable from the date of termination:

a) if any applicable Service Charges respecting the property fall into arrears; or,

b) if the Applicant is convicted of any contravention of *The Weed Control Act*, *The Planning and Development Act, 2007*, or any municipal bylaw in respect to the Property; or,

3.3 If this Agreement is to be terminated in accordance with article 3.2, the City shall provide written notice to the Applicant ten (10) days prior to termination of the Agreement.

3.4 If the Applicant:

a) ceases to lease or occupy the Property;

b) sublets or assigns its lease of the Property; or

c) ceases to use the Property for the purposes of Prince Albert Habitat for Humanity Inc.;

this Agreement shall forthwith automatically terminate, and the property taxes shall become due and payable from the date of cessation of the use and as determined by the City.

4. RIGHT TO APPEAL ASSESSMENT

- 4.1 Notwithstanding the tax exemption herein granted, the Applicant shall retain the right to appeal any assessment of the Property, or any part thereof, during the Term of this Agreement.
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Financial Services Department
City of Prince Albert
1084 Central Avenue
Prince Albert, SK S6V 7P3
- b) to the Applicant:
Prince Albert Habitat for Humanity Inc.
911 Marquis Road
PO Box 644
Prince Albert, SK S6V 5S2

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

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

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6.1 There are no other agreements between the parties respecting the matters referred to herein.

7. GENERAL

7.1 Time is of the essence of this Agreement and all actions taken by the parties shall be taken so as to expedite the performance of the Agreement.

7.2 The Applicant may not assign this Agreement.

7.3 This Agreement shall be binding upon the City and shall endure to the benefit of the Applicant and the present owners of the Property as the case may be.

7.4 The laws of the Province of Saskatchewan shall govern this Agreement.

7.5 If any phrase, sentence or section contained in this Agreement is declared invalid by a final and unappealable order of any court of competent jurisdiction, this Agreement shall be construed as if such phrase, sentence or section had not been inserted in this Agreement.

IN WITNESS WHEREOF THE CITY OF PRINCE ALBERT has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this day of A.D., 2024.

THE CITY OF PRINCE ALBERT

MAYOR

CITY CLERK

IN WITNESS WHEREOF THE PRINCE ALBERT HABITAT FOR HUMANITY
SASKATCHEWAN has hereunto set their hand this day of
A.D., 2024.

WITNESS

WITNESS

TAX EXEMPTION AGREEMENT

THIS AGREEMENT made in duplicate this day of A.D., 2024.

BETWEEN:

THE CITY OF PRINCE ALBERT, a municipal corporation (hereinafter referred to as the “City”)

-and-

PRINCE ALBERT SHARE A MEAL FOOD BANK INC., of the City of Prince Albert, in the Province of Saskatchewan (hereinafter referred to as the “Applicant”)

WHEREAS pursuant to Subsection 262(4) of *The Cities Act* (herein referred to as the “Act”), City Council may enter into an agreement for the purpose of exempting land and improvements from taxation, in whole or in part, except for the Local Improvement Levies;

AND WHEREAS the City wishes to provide an exemption from applicable Municipal and School Property taxes to the Applicant for the maximum five-year period allowed by the Act through the *Policy & Procedure for Applications for Tax Relief Policy No. 51*;

AND WHEREAS Saskatchewan Ministry of Government Relations and Prince Albert Roman Catholic Separate School Division No. 6 have agreed to exempt the Applicant’s property, as described below, from all taxes to be levied on their behalf by the City pursuant to Subsection 263(3) of the Act;

NOW THEREFORE, the Parties acknowledge and agree as follows:

1. DEFINITIONS

1.1 In this Agreement:

a) “Property” means the land and improvements legally described as:

Civic Address: 64 11th Street East

Legal Land Description: Lot 8, Block E, Plan No. E Ext. 106

- b) “Service Charges” include the user fees or direct charges for the following services provided by the City and payable by the party to whom the services are provided:
 - i) Utilities , including water and sewer consumption charges, infrastructure charges, garbage and recycling fees;
 - ii) Custom work orders; and
 - iii) Any other charges payable pursuant to the City’s bylaws.
- c) “Term” means the period from January 1st, 2024 to December 31st, 2028 inclusive.

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2.1 Subject to the conditions of this Agreement, the City hereby provides the Applicant an exemption from the municipal property taxes levied pursuant to Part XI of the Act, including property taxes levied by the City on behalf of Saskatchewan Ministry of Government Relations and Prince Albert Roman Catholic Separate School Division No. 6 in respect to the Property for the entire Term of this Agreement.

2.2 This Agreement does not exempt the Applicant from:

- a) any local improvements charged against the Property;
- b) any Business Improvement District levies charged against the Property; or
- c) Service Charges.

2.3 Property taxes shall be due and payable based on the City’s assessed value of the Property pursuant to the City’s bylaws in force at the time until the effective start date of this Agreement.

3. TERMINATION

- 3.1 It is understood that the tax exemption granted under this Agreement shall terminate on December 31st, 2028.
- 3.2 In the event of the following, the City may terminate the Agreement and the full amount of the Municipal and School Property Taxes shall become due and payable from the date of termination:
- a) if any applicable Service Charges respecting the property fall into arrears; or,
 - b) if the Applicant is convicted of any contravention of *The Weed Control Act*, *The Planning and Development Act, 2007*, or any municipal bylaw in respect to the Property; or,
- 3.3 If this Agreement is to be terminated in accordance with article 3.2, the City shall provide written notice to the Applicant ten (10) days prior to termination of the Agreement.
- 3.4 If the Applicant:
- (1) disposes of the Property; or
 - (2) ceases to use the Property for the purposes of Prince Albert Share A Meal Food Bank Inc., this Agreement shall forthwith automatically terminate, and the property taxes shall become due and payable from the date of cessation of the use and as determined by the City.

4. RIGHT TO APPEAL ASSESSMENT

- 4.1 Notwithstanding the tax exemption herein granted, the Applicant shall retain the right to appeal any assessment of the Property, or any part thereof, during the Term of this Agreement.

- 4.2 The provisions of Part X of the Act, or any replacement thereof, respecting the assessment of Property and the right to appeal any assessment of the Property shall apply notwithstanding the tax exemption herein granted.

5. NOTICE

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

- a) to the City:
Financial Services Department
City of Prince Albert
1084 Central Avenue
Prince Albert, SK S6V 7P3

- b) to the Applicant:
Prince Albert Share A Meal Food Bank Inc.
64 11th Street East
Prince Albert, SK S6V 0Z9

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

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

6. ENTIRE AGREEMENT

- 6.1 There are no other agreements between the parties respecting the matters referred to herein.



City of Prince Albert

RPT 24-3

TITLE: Poundkeeping Agreement - Prince Albert Society for the Prevention of Cruelty to Animals Inc.

DATE: January 9, 2024

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the Poundkeeping Agreement between the City of Prince Albert and the Prince Albert Society for the Prevention of Cruelty to Animals Inc. be approved for a five year term effective January 1, 2024 to December 31, 2028, appointing the Prince Albert SPCA as the Poundkeeper for the City of Prince Albert.
2. That the Poundkeeping Agreement states that the City shall pay to the Prince Albert Society for the Prevention of Cruelty to Animals Inc. the amount of a Fee for Service as approved through the City of Prince Albert's Yearly Budget Process. This fee is for providing the services as the Poundkeeper within the confines of the City of Prince Albert.
3. That the Mayor and City Clerk be authorized to execute the Poundkeeping Agreement with the Prince Albert Society for the Prevention of Cruelty to Animals Inc. effective the date of January 1, 2024, and any other applicable documents.

TOPIC & PURPOSE:

To approve the Poundkeeping Agreement between the City of Prince Albert and the Prince Albert Society for the Prevention of Cruelty to Animals Inc. (Prince Albert SPCA) for a five year term effective January 1, 2024 to December 31, 2028, appointing the Prince Albert SPCA as the Poundkeeper for the City of Prince Albert.

BACKGROUND:

The Poundkeeping Agreement with the Prince Albert SPCA expired December 31, 2023.

Clause 2.02 indicates that the Prince Albert SPCA will continue to provide the services as Poundkeeper after the expiration of the term, **month to month**.

PROPOSED APPROACH AND RATIONALE:

Attached to this report is a new Poundkeeping Agreement between the City of Prince Albert and the Prince Albert SPCA for a five year term effective January 1, 2024 to December 31, 2028. At the expiration of the said term of five (5) years, the parties shall have the right to further renew the within Agreement for an additional term, the length of which and the terms and conditions thereof as may be negotiated at the relevant time. It is acknowledged and agreed by both parties that they will commence discussions with respect to the possibility of renewing the within Agreement no later than April of 2028.

If the SPCA shall continue to provide the services as the Poundkeeper after the expiration of the term granted in this Agreement and prior to a renewal thereof, then the service arrangement created in the Agreement shall continue month to month subject to all the covenants, agreements, conditions provisions and obligations of this Agreement insofar as the same are applicable to a month to month service arrangement.

The Poundkeeping Agreement appoints the Prince Albert SPCA as the Poundkeeper for the City of Prince Albert. The power and duties of the Prince Albert SPCA as the Poundkeeper shall be exercised within the City of Prince Albert as specified in the City's Bylaws and all amendments thereto. As well, the Prince Albert SPCA acknowledges that in fulfilling its obligations under this Agreement, it is acting as an independent contractor to the City. The Prince Albert SPCA further acknowledges that neither its officers, employees, servants nor agents have authority to act as agent of the City and shall ensure that no such person or party holds himself or herself or itself out as such.

Facilities and Equipment

The Prince Albert SPCA agrees to maintain a shelter for the impoundment of cats and dogs. The Poundkeeping services shall be provided at the Shelter, except as otherwise provided in this Agreement. It is understood and agreed that the SPCA shall endeavour to provide sufficient shelter space on a priority basis to the animals that have been delivered to the Shelter by Bylaw Enforcement Officers.

The Prince Albert SPCA shall be responsible for ensuring that the Shelter contains suitable cages or runs for the animals impounded therein. Cats and dogs shall be kept in separate areas if practicable. The cages or runs shall be properly kept in a heated, clean and sanitary condition. The Prince Albert SPCA shall ensure the proper humane housing, feeding and care of the animals.

The Prince Albert SPCA shall ensure that regularly maintained and properly equipped vehicles, in good working order, are available to transport impounded animals from the Shelter to another location, such as to a veterinarian, or perform the Poundkeeping services.

Hours of Operation

The Prince Albert SPCA shall provide an office in the Shelter that is accessible by the public and ensure that the office and the Shelter are open, at a minimum, from 11:00 a.m. to 5:00 p.m. five (5) days a week. Any additional hours are at the discretion of the SPCA. Office will be closed on statutory holidays.

The SPCA shall accept animals into the Shelter from the City's Bylaw Enforcement Department 24 hours a day and 7 days a week, it being understood and agreed that Bylaw Enforcement Officers shall be permitted full access to the Shelter for purposes of discharging their duties and Bylaw responsibilities relative to animal control.

It should be noted that the above hours are in regard to pound keeping services only. Animal control services are agreed upon in a separate agreement with Animal Control Officers on duty Monday to Friday 8 am to 5 pm. An additional voicemail service is also in place which is checked Monday to Friday at 6:30 pm and at 8:00 am and Saturday and Sunday voicemails at 10:30 am and 3:00 pm. All emergency complaints received after hours will be forwarded to Police and non-emergency calls forwarded to Bylaw Services to be dealt with the next regular business day. Administration is aware that these hours have been brought forward for discussion in the past and is committed to ongoing communication with SPCA to ensure that that these minimum hours are met.

CONSULTATIONS:

A meeting was held between City Administration and a representative of the Prince Albert SPCA to negotiate a new Poundkeeping Agreement. The approved Poundkeeping Agreement executed by the Prince Albert SPCA is attached.

The City Solicitor has also reviewed and approved the final Poundkeeping Agreement for execution.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Once City Council approves the Poundkeeping Agreement, communication will be made with the Prince Albert SPCA.

POLICY IMPLICATIONS:

The previous Poundkeeping Agreement with the Prince Albert SPCA was for the term of January 1, 2019 to December 31, 2023.

FINANCIAL IMPLICATIONS:

As per attached Poundkeeping Agreement, the Fee for Service is as follows:

1. The City shall pay to the SPCA the amount of a Fee for Service as approved through the City of Prince Albert's Yearly Budget Process. This fee is for providing the services as the Poundkeeper within the confines of the City of Prince Albert.
2. It is understood and agreed that the fee for service payable by the City during the term of this Agreement shall be deemed as contributing toward all the operating costs of the SPCA while it operates as Poundkeeper.
3. The fee for service shall be paid in equal monthly instalments of the respective year.

4. The City shall not be liable for any expenditures in regards to the operation of the Shelter except for the expenditures expressly set forth and agreed to by the City herein.

A summary of costs over the last 5 years is provided below. (Also attached)



Operating Actual vs Budget History

Department – Functional
Area – Location

25-115-167 - PD BYLAW ENF ANIMAL CTRL

	2019 Actual	2019 Budget	2020 Actual	2020 Budget	2021 Actual	2021 Budget	2022 Actual	2022 Budget	2023 Actual	2023 Budget
7295-SELF EMP CONTR	229,000	229,000	229,000	229,000	229,000	229,000	229,000	229,000	229,000	229,000
7541-OPERATING SUPP	719	-	1,272	-	-	-	-	-	-	-
Total Expenses	229,719	229,000	230,272	229,000	229,000	229,000	229,000	229,000	229,000	229,000

The City of Prince Albert has also entered into a separate Animal Control Services Agreement with the SPCA for the yearly fee of \$81,600. This agreement should be considered separate from the Poundkeeper agreement.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no options to recommendation, privacy or official community plan implications.

STRATEGIC PLAN:

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. Poundkeeping Agreement
2. Poundkeeping costs

Written by: Trina Wareham, Bylaw Services Manager

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

POUNDKEEPING AGREEMENT

THIS AGREEMENT made in duplicate effective the 1st day of January, 2024.

BETWEEN:

THE CITY OF PRINCE ALBERT

(Hereinafter referred to as "the City")

AND:

**THE PRINCE ALBERT SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS INC.**

(Hereinafter referred to as "the SPCA")

WHEREAS the City is a municipal corporation incorporated pursuant to the provisions of *The Cities Act*, S.S. 2002, c. C-11.1;

AND WHEREAS the SPCA is a charitable corporation incorporated pursuant to the provisions of *The Non-Profit Corporations Act*, 1995, S.S. 1995, c.42.

AND WHEREAS the City is responsible for licensing, regulating, controlling and impounding cats and dogs within the City of Prince Albert pursuant to *The Responsible Pet Ownership Bylaw No. 26 of 2018* (herein after referred to as "the Bylaw");

AND WHEREAS the SPCA in performance of its mission, promotes a caring and humane attitude towards all living creatures and provides animal care services to the community of Prince Albert.

AND WHEREAS the SPCA currently operates an animal shelter at 1125 North Industrial Drive, Prince Albert, Saskatchewan, which is used for animal impoundment and kenneling (hereinafter referred to as "the Shelter");

AND WHEREAS the current Poundkeeping and Lease Agreement between the parties expired December 31, 2023.

AND WHEREAS both parties desire the SPCA to continue to be the Poundkeeper for the City of PrinceAlbert.

NOW THEREFORE in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. APPOINTMENT AS POUNDKEEPER

1.1 The City hereby appoints the SPCA as the Poundkeeper for the City of Prince Albert. The power and duties of the SPCA as the Poundkeeper shall be exercised within the City of Prince Albert as specified in the City's Bylaws and all amendments thereto.

1.2 The SPCA acknowledges that in fulfilling its obligations under this Agreement, it is acting as an independent contractor to the City. The SPCA further acknowledges that neither its officers, employees, servants nor agents have authority to act as agent of the City and shall ensure that no such person or party holds himself or herself or itself out as such.

2. TERM

2.1 The term of this Agreement shall be five (5) years from January 1, 2024, to December 31, 2028 (hereinafter referred to as "the Term"). At the expiration of the said term of five (5) years, the parties may further renew the within Agreement for an additional term, the length of which and the terms and conditions thereof as may be negotiated at the relevant time. It is acknowledged and agreed by the parties that they will commence discussions with respect to the possibility of renewing the within Agreement no later than April of 2028.

2.2 If the SPCA shall continue to provide the services as the Poundkeeper after the expiration of the term granted in this Agreement and prior to a renewal thereof, then the service arrangement created in this Agreement shall continue month to month subject to all the covenants, agreements, conditions provisions and obligations of this Agreement insofar as the same are applicable to a month-to-month service arrangement.

3. FEE FOR SERVICE

3.1 The City shall pay to the SPCA the amount of a Fee for Service as approved through the City of Prince Albert's Yearly Budget Process. This fee is for providing the services as the Poundkeeper within the confines of the City of Prince Albert.

3.2 It is understood and agreed that the fee for service payable by the City during the term of this Agreement shall be for the purpose of contributing toward the operating costs of the SPCA specific to its operations as the City's Poundkeeper.

3.3 The above fee for service shall be paid in equal monthly instalments during each respective year of the Term.

3.4 The City shall not be liable for any expenditures in regard to the operation of the Shelter except for any expenditures expressly set forth and agreed to by the City herein.

4. FACILITIES AND EQUIPMENT

4.1 The SPCA agrees to maintain a shelter for the impoundment of cats and dogs. The Poundkeeping services shall be provided at the Shelter, except as otherwise provided in this Agreement.

4.2 It is understood and agreed that the SPCA shall endeavour to provide sufficient shelter space on a priority basis to the animals that have been delivered to the Shelter by

Bylaw Enforcement Officers.

- 4.3 The SPCA shall be responsible for ensuring that the Shelter contains suitable cages or runs for the animals impounded therein. Cats and dogs shall be kept in separate areas if practicable. The cages or runs shall be properly kept in a heated, clean and sanitary condition. The SPCA shall ensure the proper humane housing, feeding and care of the animals.
- 4.4 The SPCA shall ensure that regularly maintained and properly equipped vehicles, in good working order, are available to transport impounded animals from the Shelter to another location, such as to a veterinarian, or perform the Poundkeeping services.

5. HOURS OF OPERATION

- 5.1 The SPCA shall provide an office in the Shelter that is accessible by the public and ensure that the office and the Shelter are open, at a minimum, from 11:00 a.m. to 5:00 p.m. five (5) days a week at the discretion of the SPCA. Office will be closed statutory holidays.
- 5.2 The SPCA shall accept animals into the Shelter from the City's Bylaw Enforcement Department 24 hours a day and 7 days a week, it being understood and agreed that Bylaw Enforcement Officers shall be permitted full access to the Shelter for purposes of discharging their duties and Bylaw responsibilities relative to animal control.

6. STAFFING

- 6.1 The SPCA shall hire sufficient staff at its sole cost to properly provide all services required by this Agreement.
- 6.2 The SPCA shall ensure that all staff are properly trained, qualified and competent in the proper care and handling of the animals at the Shelter and in the enforcement of the City's Bylaws.

7. LICENSING

- 7.1 The SPCA shall sell and renew dog and cat annual licenses to the public as provided for under the Bylaw and maintain records for all animals that are licensed. In particular, the SPCA shall obtain all the necessary information required including without limitation, the SPCA shall provide the owner with a current license tag and a receipt for payment of the license fee when a license is issued; and where a license tag is lost or destroyed, issue one replacement tag per year for each dog or cat at no cost.
- 7.2 The SPCA shall ensure that any dog or cat adopted, claimed, or otherwise taken from the Shelter obtains a license prior to that animal being released from the Shelter.
- 7.3 The SPCA shall be entitled to keep and/or have applied to its own use the revenue from the sale of each and every license tag sold during the Term either by the City or the SPCA. The City agrees to provide an accounting to the Society of all funds received for dog tags every 3 months during the term of this Agreement.

8. IMPOUNDING OF DOGS AND CATS

- 8.1 The SPCA shall impound dogs and cats pursuant to the Bylaw. In particular, the SPCA shall:
- a) Keep all impounded dogs and cats for a period of at least 72 hours, excluding the day of impounding and day of release. Statutory holidays shall be included in the computation of the 72 hour period;
 - b) During the 72 hour period, return the impounded dog or cat to the owner upon payment of the fees set out in the Bylaw;

- c) Not release an unlicensed impounded dog or cat to the owner until a license has been purchased;
- d) If a dog or cat impounded is wearing a valid license tag, immediately notify the owner, by telephone or in writing, of the seizure of the dog or cat at the telephone number or address shown in the records; and
- e) Subject to Article 10.1, if a dog or cat is not redeemed within the 72 hour period, or if the owner of a dog or cat fails or refuses to comply within this time period with the conditions set out in subsections b) or c), then the SPCA may adopt out, foster, transfer or humanly destroy the dog or cat or take any other lawful action that the SPCA reasonably determines appropriate.

9. ADDITIONAL COVENANTS OF THE SPCA

- 9.1 The SPCA agrees to promptly carry out the duties of Poundkeeper as specified in the Bylaw and in particular, shall provide for the effective and efficient handling of calls from the public regarding impounding inquiries, lost and found inquiries, redemption of animal inquiries, license information and complaints about the Poundkeeper service. The SPCA shall work cooperatively with the Bylaw Enforcement Department in receiving calls from the public and in referring to the Enforcement Agency where appropriate. The SPCA shall also provide Animal Protection Agency services if it has a staff member certified to provide these services.
- 9.2 The SPCA shall, upon arrival of an animal at the Shelter, make and maintain a record of each impounded animal. The SPCA shall examine the animal for health problems, injuries, sex and age.
- 9.3 The SPCA shall be solely responsible for the care of animals impounded by the SPCA pursuant to this Agreement.
- 9.4 The SPCA undertakes to provide for any veterinarian service and supplies that may be required in relation to the animals impounded at the Shelter and the owner shall be

responsible for all expenses related thereto.

- 9.5 The SPCA shall release animals only in accordance with the provisions of the City's Bylaws. The SPCA shall ensure that any owner who comes to the Shelter to identify an impounded animal shall be accompanied in the impoundment area at all times by a staff member of the SPCA.
- 9.6 The SPCA shall ensure its staff and agents attend court when necessary at it relates to the enforcement of the City's Bylaws at no further charge.
- 9.7 In the event that an animal is detained at the Shelter due to being alleged to be dangerous under *The Dangerous Animals Bylaw*, the SPCA agrees that it shall not sell, dispose or otherwise part with the said animal until a Dangerous Animal Hearing is held and/or there is an Order of a Provincial Court Judge or Justice of the Peace to release the animal. In the event that such animal is ordered to be released to the owner, but is not claimed within 72 hours, then the SPCA may foster, transfer or humanely destroy the animal or take any other action that the SPCA reasonably considers appropriate, in consultation with Bylaw Enforcement.
- 9.8 The SPCA shall submit to the City an audited financial statement in accordance with proper accounting procedure, no later than June 30th of each operating year. The SPCA shall pay the City all property taxes due and owing by the SPCA within the time periods required.

10. **OWNERSHIP OF ANIMALS PASSING TO THE SPCA**

- 10.1 Except as provided under clause 9.07 herein, the SPCA and the City agree that when the animals' defined holding period has expired, ownership of the animal shall pass to the SPCA, after which time the SPCA may adopt out or otherwise dispose of the animal in accordance with this Agreement.
- 10.2 The SPCA shall not give or sell live animals for research purposes.

11. INDEMNITY

11.1 The SPCA assumes all risks associated with the Poundkeeping, animal protection services and the Shelter. The SPCA shall at all times save, defend, hold harmless and fully indemnify the City from any claim made against the SPCA, its servants, agents, employees or customers or any other third party for personal injury or property damage suffered or caused by the negligence of the SPCA or its employees.

11.2 The City shall not be liable for or in any way responsible to the SPCA:

- (a) in respect of any death or injury of any person arising from any occurrence relating to the Poundkeeping or animal protection services or the use of the Shelter;
- (b) for any loss or damage howsoever caused to the property of the SPCA or any other person relating to the Poundkeeping or the animal protection services or in or about the Shelter; or
- (c) for any loss or damage to any property caused by steam, water, rain, frost or sewer which may leak, issue or flow to or from any part of the Premises or any other place or to or from the water, steam, sprinkler or drainage pipes or plumbing works of the Premises or other place. The SPCA agrees that the City shall not be liable for any damage arising from the condition or arrangement of any electrical or other wiring.

12. INSURANCE

12.1 During the term of this Agreement, the SPCA shall purchase and maintain a public liability insurance policy with respect to the Premises in an amount not less than Five Million Dollars (\$5,000,000) and shall provide proof of existence of such insurance policy to the City.

13. **DEFAULT and TERMINATION**

13.1 In the event that either party makes default in the performance of any of the terms, covenants and conditions of this Agreement, or fails to properly exercise or perform the duties as prescribed by the City's Bylaws, or if the SPCA fails to maintain its incorporated status, alters its articles in a manner not approved by the City, if it makes any assignment for the benefit of creditors, becomes bankrupt or insolvent, then either party may give the other 10 days written notice of termination of the Agreement in accordance with Article 24 of the within Agreement. However, in the event that the matter complained of is a breach of the Agreement which is capable of remedy, and the party in breach does remedy the breach within 10 days of written notice of the breach, then the Agreement shall not terminate and shall continue.

13.2 The parties agree that in addition to the rights of termination provided by Article 13.01, either party may terminate this Agreement by providing 6 months written notice of termination of the Agreement to the other party in accordance with Article 24 of the within Agreement.

14. **DISPUTES**

14.1 It is understood and agreed by and between the parties that in the event of a dispute arising regarding any term or condition of the within Agreement, or the renewal thereof, which cannot be settled by direct negotiation between the parties, the said dispute shall be submitted to arbitration under the provisions of *The Arbitration Act of Saskatchewan* or such alternative or substitute procedure as may be in force in the Province of Saskatchewan at the time of the said dispute.

15. **AGREEMENT NOT ASSIGNABLE**

15.1 The SPCA may not assign any portion of this Agreement without the written consent of the City.

16. AMENDMENTS TO AGREEMENT

16.1 No amendments to this Agreement are valid or authorized unless made in writing duly executed by both parties.

17. SEVERANCE

17.01 It is intended that all the provisions of this Agreement shall be fully binding upon each of the parties, but in the event that any particular provision or provisions or part of such a provision shall be deemed to be severed from the remainder of this Agreement, then all other provisions shall remain in full force and effect.

18. APPLICABLE LAW

18.1 This Agreement shall be governed by the laws of the Province of Saskatchewan and all proceedings in relation to this Agreement shall be had and taken in the Courts for the Province of Saskatchewan.

19. ENTIRE AGREEMENT

19.1 This Agreement constitutes the entire agreement between the parties. The parties acknowledge that there are no collateral agreements or representations, warranties, promises or inducements not embodied.

20. AGREEMENT BINDING

20.1 This Agreement and the rights and obligations of each party shall inure to the benefit of and shall be enforceable by and against either party or their respective successors, successors in interest and permitted assign.

21. COMPLIANCE WITH LAWS

21.1 The SPCA shall comply with all laws of Canada, the Province of Saskatchewan, all

the City's Bylaws, and any other rules or regulations or requirements imposed by any lawful authority with respect to the operation of the Shelter and its animal protection services.

22. WAIVER

22.1 The waiver of either party of any default or breach of this Agreement shall not constitute a waiver of any other subsequent default or breach and any waiver shall be in writing.

23. TIME

23.1 Time shall be of the essence of this Agreement and every term and condition hereof.

24. NOTICES

24.1 All notices required under this Agreement shall be in writing and delivered by hand to the party for which it is intended, sent by fax, e-mail or similar form of transmitted message or sent by prepaid courier directed to such party at the address indicated below, or at such address as either party may stipulate by notice to the other. Any notice delivered by hand or prepaid courier shall be deemed to be received on the date of actual delivery thereof. Any notice so sent by fax, e-mail or similar form of transmitted message shall be deemed to have been received on the next business day following transmission.

To the City at the following address:

The City of Prince Albert
1084 Central Avenue Prince
Albert, SK, S6V 7P3
Attention: City Manager's Office

To the SPCA by delivering it to the Shelter or the following address:

Prince Albert SPCA Animal Care Centre
P.O. Box 1832
1125 North Industrial Drive
Prince Albert, SK, S6V 6J9
Attention: Chairperson of the Board of Directors

25. EFFECTIVE DATE

25.1 Irrespective of the date on which it is signed, the Agreement shall be effective the 1st day of January, 2024.

IN WITNESS WHEREOF, The Prince Albert Society for the Prevention of Cruelty to Animals Inc. has hereunto affixed its hand and corporate seal this ____ day of _____, 2024.

(Corporate seal)



**THE PRINCE ALBERT SOCIETY
FOR THE PREVENTION OF
CRUELTY TO ANIMALS INC.**

Per: [Signature]
Authorized Signing Officer

Per: [Signature]
Authorized Signing Officer

IN WITNESS WHEREOF, the City of Prince Albert has hereunto affixed its hand and municipal seal this ____ day of _____, 2024.

(Municipal seal)

THE CITY OF PRINCE ALBERT

MAYOR

CITY CLERK

Operating Actual vs Budget History

Department – Functional

25-115-167 - PD BYLAW ENF ANIMAL CTRL

Area – Location

	2019 Actual	2019 Budget	2020 Actual	2020 Budget	2021 Actual	2021 Budget	2022 Actual	2022 Budget	2023 Actual	2023 Budget	2024 Actual	2024 Budget
7295-SELF EMP CONTR	229,000	229,000	229,000	229,000	229,000	229,000	229,000	229,000	229,000	229,000	19,083	229,000
7541-OPERATING SUPP	719	-	1,272	-	-	-	-	-	-	-	-	-
	229,719	229,000	230,272	229,000	229,000	229,000	229,000	229,000	229,000	229,000	19,083	229,000
Total Expenses	229,719	229,000	230,272	229,000	229,000	229,000	229,000	229,000	229,000	229,000	19,083	229,000



City of Prince Albert

RPT 24-18

TITLE: Assignment of Rental Constructive Incentive Program Agreement - 2951 & 2999 5A Avenue East

DATE: January 11, 2024

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the Rental Constructive Incentive Program Agreements between the City and Murray and Michelle Ketzmerick, for the Multi-Unit Dwellings located at 2951 & 2999 5A Avenue East, legally described as Lots 15 and 16, Block 101, Plan 75PA12497 be assigned to the new property owner, once the property sale has been finalized.

TOPIC & PURPOSE:

The purpose of this report is to approve the assignment of the Rental Constructive Incentive Program Agreements to the new property owner 14777361 Canada Inc.

BACKGROUND:

In partnership with the Saskatchewan Housing Corporation (SHC), the Rental Constructive Incentive (RCI) Program ran from March 2011 to March 2015 to provide funding for the development of Multi-Unit rental housing within the City of Prince Albert.

This program offered developers up to \$10,000 per unit (\$5000 Municipal, \$5000 Provincial) for the development of rental units, subject to the following condition:

“The Developer shall maintain the units within the Property as rental units for a period of fifteen years. Failure to do so... will require the pro-rated return of RCI funding credited to or received by the Developer as provided under clause 4(2) hereof.”

Murray and Michelle Ketzmerick were successful applicants in 2014, receiving \$80,000 (\$10,000 per rental unit); entering into a 15 year agreement with the City of Prince Albert to ensure that the subject rental units would be maintained until 2029. Murray and Michelle Ketzmerick have now sold the properties noted above, though the 15 year term has not yet lapsed. Therefore, they are requesting that the agreement be assigned to the new property owner.

PROPOSED APPROACH AND RATIONALE:

As per section 7.1 of the attached Rental Construction Incentive Contribution Agreement, Murray and Michelle Ketzmerick require the City's approval to transfer the RCI agreement:

"The Developer shall not assign or transfer this Agreement without the prior written approval of the City of Prince Albert."

Given that the new owners of the property are willing to accept the responsibility and liability the RCI agreement, Administration recommends assignment.

Once approved, administration will prepare an amending agreement, to be signed by the new owners.

CONSULTATIONS:

Planning and Development Services has consulted with the Ketzmericks and the City Solicitor's Office.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Administration will notify the Ketzmericks in writing once the assignment of the agreement has been approved and will continue to work with them to have the new agreements executed.

SHC will also be informed of this assignment.

OTHER CONSIDERATIONS/IMPLICATIONS:

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

STRATEGIC PLAN:

A strategic priority as outlined in the City of Prince Albert Strategic Plan, 2023-2025 is to build a robust economy. A specific area of focus which is supported by the approval of transferring this Rental Constructive Incentive Agreement is "Population Growth" which is further supported by the direction of City Council to "promote the positive economic development outcomes generated through this plan so new residents will be attracted to Prince Albert."

OFFICIAL COMMUNITY PLAN:

As per Section 6.4.1 of the City of Prince Albert's Official Community Plan, this Rental Constructive Incentive Agreement can be considered as a collaborative approach to aid the financial constraints of housing access.

PUBLIC NOTICE:

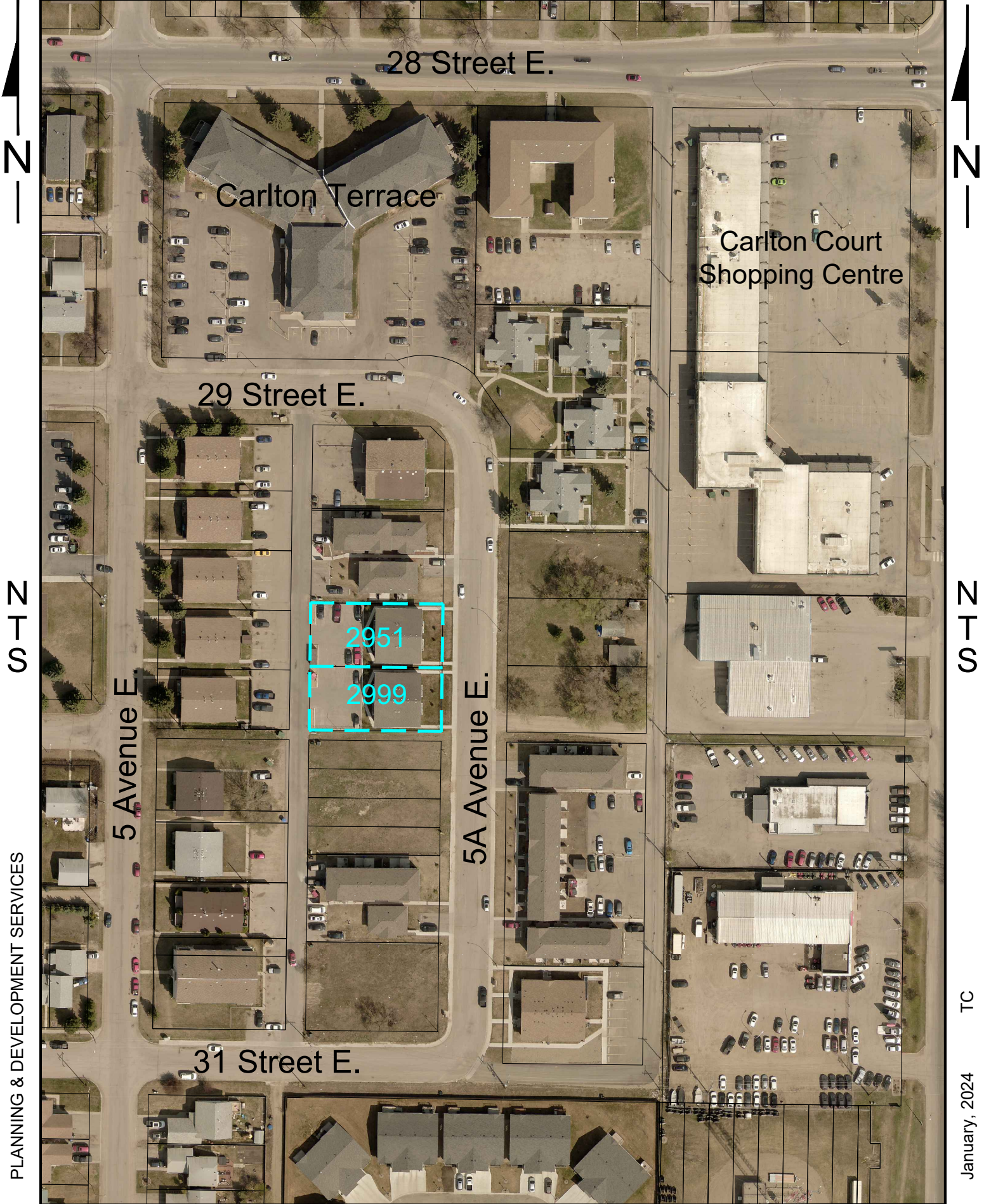
Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

ATTACHMENTS:

1. Location Map
2. Signed RCI Agreement – 2951 5A Avenue East (2014)
3. Signed RCI Agreement – 2999 5A Avenue East (2014)

Written by: Darien Frantik, Planner

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



PLANNING & DEVELOPMENT SERVICES

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January, 2024 TC

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RENTAL CONTRUCTION INCENTIVE PROGRAM CONTRIBUTION AGREEMENT

THIS AGREEMENT made in duplicate this 25th day of August A.D., 2014

BETWEEN:

CITY OF PRINCE ALBERT, a municipal corporation (hereinafter referred to as the "City")

-and-

Murray Ketzmerick and Michele Ketzmerick, operating in the City of Prince Albert, in the Province of Saskatchewan (hereinafter referred to as the "Developer")

WHEREAS the Provincial Government of Saskatchewan through the Saskatchewan Housing Corporation ("SHC") has implemented the Rental Construction Incentive ("RCI") program to assist municipalities to encourage and support developers of new purposely-built residential rental housing;

AND WHEREAS SHC has agreed to match the municipal incentive to a developer of newly constructed rental units, by providing a provincial grant of up to \$5,000.00 per unit in respect to the project being proposed payable by annual installments of up to \$1,000 per unit;

AND WHEREAS the City has determined that the Developer herein is eligible to participate in the RCI program having qualified under the program guidelines established by SHC;

AND WHEREAS the City and Developer now wish to enter into this Agreement;

NOW THEREFORE, the Parties acknowledge and agree as follows:

1. DEFINITIONS

1.1 In this Agreement:

a) "Construction Completion Date" means the date on which the assessment authority deems the improvement to be subject to taxation or the date on which the development is accepted under this program, whichever is later.

b) "Property" means the land and improvements legally described as:

Lot 16, Block 101, Plan 75PA12497

c) "Term" means a period of 5 years starting with the tax year immediately following the Construction Completion Date and issuance of a tax notice.

2. MUNICIPAL INCENTIVE AND MATCHING PROVINCIAL GRANT

2.1 In consideration of the mutual covenants and agreements between the Parties as herein set out, the City has agreed to provide the Developer a municipal incentive equivalent to the annual municipal property tax in relation to the Property for the period of up to five years to a maximum total amount of \$5,000 per unit (the "municipal incentive"), with a provincial grant of up to \$5,000 to match the municipal incentive to the Developer payable by annual installments of up to \$1,000 for each eligible new residential rental unit constructed. The collective total of which shall not to exceed \$10,000 (hereinafter referred to as the "RCI Funding").

2.2 The municipal incentive shall be payable to the Developer through the abatement of the municipal portion of the property taxes levied on the Property and the provincial grant of equivalent dollars shall be payable to the Developer through the City.

3. CONDITIONS

3.1 The Developer shall maintain the units within the Property as rental units for a period of fifteen years. Failure to do so or failure to register a condominium plan for the Property will require the pro-rated return of RCI funding credited to or received by the Developer as provided under clause 4(2) hereof.

- 3.2 Upon request, the Developer agrees to provide the City or Saskatchewan Housing Corporation copies of the Developer's financial information for audit purposes to ensure the RCI requirements are met.
- 3.3 The Developer must notify the City in writing if the Developer intends to sell the Property within fifteen years from the Construction Completion Date which shall mean the date on which the assessment authority deems the improvement to be subject to taxation or the date on which the development is accepted under this program, whichever is later.
- 3.4 The Developer must pay all other municipal billed taxes and charges on the Property each year as they become due and payable.
- 3.5 The Developer shall comply with all existing zoning bylaws and building regulations and codes.

4. TERMINATION

- 4.1 In the event of the following, the City will terminate this Agreement with 10 days written notice to the Developer, and the Developer shall repay both the provincial grant provided by SHC for the benefit of the Developer and the value of the City's tax incentive (the RCI Funding) in an amount based on the pro-rata formula set out in clause 4(2) hereof for the portion of time remaining in the fifteen year period from the Construction Completion Date, specifically:
- a) if the Property is sold within fifteen years of the Construction Completion Date unless the City agrees in writing to the assignment of this agreement to the new owner;
 - b) if the Developer:
 - (i) becomes bankrupt or insolvent or is so adjudged;
 - (ii) becomes subject to the provisions of any provincial or federal legislation for the benefit of creditors, or the Owner's goods and chattels are liable to seizure; or
 - (iii) makes a general assignment for the benefit of creditors or otherwise acknowledges personal insolvency;
 - c) if taxes and/or charges respecting the Property fall into arrears; or

- d) if the Developer is convicted of any contravention of *The Weed Control Act, The Planning and Development Act, 2007* or any municipal bylaw in respect of the Property.

4.2 If the Agreement is terminated in accordance with subsections 4.1, the Developer shall provide the RCI Funding to the City as follows:

- a) termination occurring within the first calendar year from the Construction Completion Date requires 100% repayment of the RCI Funding;
- b) termination occurring within the second calendar year from the Construction Completion Date requires 93.3% repayment of the RCI Funding;
- c) termination occurring within the third calendar year from the Construction Completion Date requires 86.6% repayment of the RCI Funding;
- d) termination occurring within the fourth calendar year from the Construction Completion Date requires 80% repayment of the RCI Funding;
- e) termination occurring within the fifth calendar year from the Construction Completion Date requires 73.3% repayment of the RCI Funding;
- f) termination occurring within the sixth calendar year from the Construction Completion Date requires 66.6% repayment of the RCI Funding;
- g) termination occurring within the seventh calendar year from the Construction Completion Date requires 60% repayment of the RCI Funding;
- h) termination occurring within the eighth calendar year from the Construction Completion Date requires 53.3% repayment of RCI Funding;
- i) termination occurring within the ninth calendar year from the Construction Completion Date requires 46.6% repayment of RCI Funding;
- j) termination occurring within the tenth calendar year from the Construction Completion Date requires 40% repayment of RCI Funding;
- k) termination occurring within the eleventh calendar year from the Construction Completion Date requires 33.3% repayment of RCI Funding;
- l) termination occurring within the twelfth calendar year from the Construction Completion Date requires 26.6% repayment of RCI Funding;
- m) termination occurring within the thirteenth calendar year from the Construction Completion Date requires 20% repayment of RCI Funding;

- n) termination occurring within the fourteenth calendar year from the Construction Completion Date requires 13.3% repayment of RCI Funding; and,
- o) termination occurring within the fifteenth calendar year from the Construction Completion Date requires 6.6% repayment of RCI Funding.

5. LIABILITY FOR TAXES AND OTHER CHARGES

- 5.1 The Developer is liable for all other taxes and charges that may be levied or assessed in respect of the Property, including but not limited to:
 - a) education taxes;
 - b) special taxes levied by the City pursuant to section 275 of *The Cities Act*;
 - c) assessment and special taxation for local improvements pursuant to *The Local Improvements Act, 1993*, or
 - d) rates and charges levied with respect to any public utility service supplied by the City.

6. COVENANTS TO SURVIVE THE AGREEMENT

- 6.1 The City may register an interest based on the maximum amount payable through this Agreement in the Land Registry against the title to the Property, which interest will be removed fifteen years after the Construction Completion Date or the payment of the appropriate amount as specified in clause 4(2) hereof. These covenants shall bind all successors and assigns of the Developer.

7. ASSIGNMENT

- 7.1 The Developer shall not assign or transfer this Agreement without the prior written approval of the City of Prince Albert.

8. ENTIRE AGREEMENT

- 8.1 There are no other agreements between the parties respecting the matters referred to herein.

9. GENERAL

9.1 Time is of the essence of this Agreement and all actions taken by the parties shall be taken so as to expedite the performance of the Agreement.

9.2 The laws of the Province of Saskatchewan shall govern this Agreement.

IN WITNESS WHEREOF The City of Prince Albert has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this 25th day of August A.D., 2014.

THE CITY OF PRINCE ALBERT



MAYOR

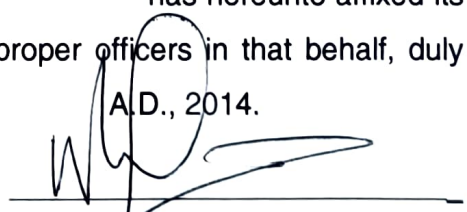


A/CITY CLERK

IN WITNESS WHEREOF _____ has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this 25 day of August A.D., 2014.



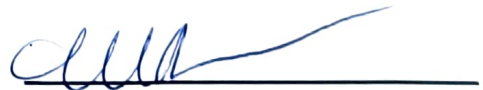
Witness



Murray Ketzmerick



Witness



Michele Ketzmerick

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

AFFIDAVIT OF ATTESTATION
OF AN INSTRUMENT

I, Tammy Vermette, of the City of Prince
Albert, in the Province of Saskatchewan, make oath and say:

1. That I was personally present and did see Murray Ketzmerick
named in the within instrument, who is personally known to me to be the
person named therein, duly sign and execute the same for the purposes
named therein.
2. That the same was executed on the 25 day of August,
A.D., 20 14 at The City of Prince Albert, in the Province of
Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said Murray Ketzmerick and he/she
is, in my belief, of the full age of 18 years.

DECLARED BEFORE ME at the
City of Prince Albert, in the Province
of Saskatchewan, this 25th day
of August, A.D., 20 14.

T Vermette

H. Levin
A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan.
My Commission expires: July 31, 2015

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

AFFIDAVIT OF ATTESTATION
OF AN INSTRUMENT

I, Tammy Vermette, of the City of Prince
Albert, in the Province of Saskatchewan, make oath and say:

1. That I was personally present and did see Michele Ketzmerick
named in the within instrument, who is personally known to me to be the
person named therein, duly sign and execute the same for the purposes
named therein.
2. That the same was executed on the 25 day of August,
A.D., 2014 at The City of Prince Albert, in the Province of
Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said Michele Ketzmerick and he/she
is, in my belief, of the full age of 18 years.

DECLARED BEFORE ME at the
City of Prince Albert, in the Province
of Saskatchewan, this 25th day
of August, A.D., 2014.

T Vermette

H. H. H.
A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan.
My Commission expires: July 31, 2015

RENTAL CONTRUCTION INCENTIVE PROGRAM CONTRIBUTION AGREEMENT

THIS AGREEMENT made in duplicate this 24 day of June A.D., 2013, ^{MA} ^{MP} ^{MK} ^P

BETWEEN:

CITY OF PRINCE ALBERT, a municipal corporation (hereinafter referred to as the "City")

-and-

Murray and Michele Ketzmerick, operating in the City of Prince Albert, in the Province of Saskatchewan (hereinafter referred to as the "Developer")

WHEREAS the Provincial Government of Saskatchewan through the Saskatchewan Housing Corporation ("SHC") has implemented the Rental Construction Incentive ("RCI") program to assist municipalities to encourage and support developers of new purposely-built residential rental housing;

AND WHEREAS SHC has agreed to match the municipal incentive to a developer of newly constructed rental units, by providing a provincial grant of up to \$5,000.00 per unit in respect to the project being proposed payable by annual installments of up to \$1,000 per unit;

AND WHEREAS the City has determined that the Developer herein is eligible to participate in the RCI program having qualified under the program guidelines established by SHC;

AND WHEREAS the City and Developer now wish to enter into this Agreement;

NOW THEREFORE, the Parties acknowledge and agree as follows:

1. DEFINITIONS

1.1 In this Agreement:

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Lot 15, Block 101, Plan 75PA12497 *JP MKC. JM*

c) "Term" means a period of 5 years starting with the tax year immediately following the Construction Completion Date and issuance of a tax notice.

2. MUNICIPAL INCENTIVE AND MATCHING PROVINCIAL GRANT

2.1 In consideration of the mutual covenants and agreements between the Parties as herein set out, the City has agreed to provide the Developer a municipal incentive equivalent to the annual municipal property tax in relation to the Property for the period of up to five years to a maximum total amount of \$5,000 per unit (the "municipal incentive"), with a provincial grant of up to \$5,000 to match the municipal incentive to the Developer payable by annual installments of up to \$1,000 for each eligible new residential rental unit constructed. The collective total of which shall not to exceed \$10,000 (hereinafter referred to as the "RCI Funding").

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- 3.2 Upon request, the Developer agrees to provide the City or Saskatchewan Housing Corporation copies of the Developer's financial information for audit purposes to ensure the RCI requirements are met.
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4. TERMINATION

- 4.1 In the event of the following, the City will terminate this Agreement with 10 days written notice to the Developer, and the Developer shall repay both the provincial grant provided by SHC for the benefit of the Developer and the value of the City's tax incentive (the RCI Funding) in an amount based on the pro-rata formula set out in clause 4(2) hereof for the portion of time remaining in the fifteen year period from the Construction Completion Date, specifically:
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 - (i) becomes bankrupt or insolvent or is so adjudged;
 - (ii) becomes subject to the provisions of any provincial or federal legislation for the benefit of creditors, or the Owner's goods and chattels are liable to seizure; or
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- 5.1 The Developer is liable for all other taxes and charges that may be levied or assessed in respect of the Property, including but not limited to:
- a) education taxes;
 - b) special taxes levied by the City pursuant to section 275 of *The Cities Act*,
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7. ASSIGNMENT

- 7.1 The Developer shall not assign or transfer this Agreement without the prior written approval of the City of Prince Albert.

8. ENTIRE AGREEMENT

- 8.1 There are no other agreements between the parties respecting the matters referred to herein.

9. GENERAL

9.1 Time is of the essence of this Agreement and all actions taken by the parties shall be taken so as to expedite the performance of the Agreement.

9.2 The laws of the Province of Saskatchewan shall govern this Agreement.

IN WITNESS WHEREOF The City of Prince Albert has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this 24 day of June A.D., ~~2013~~ ^{mk} 2014 ^{MC} ~~2013~~ ²⁰¹⁴ ^{pk}

THE CITY OF PRINCE ALBERT



MAYOR



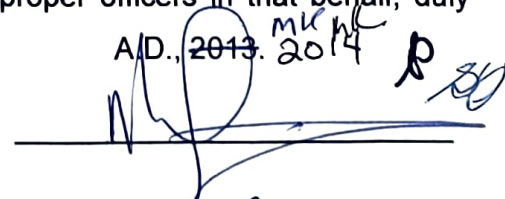
*** / CITY CLERK**

IN WITNESS WHEREOF

corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this 13 day of Feb 2014, A.D., ~~2013~~ ^{mk} 2014 ^{MC} ~~2013~~ ²⁰¹⁴ ^{pk}


WITNESS


WITNESS





CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

AFFIDAVIT OF ATTESTATION
OF AN INSTRUMENT

I, Tammy Vermeire, of the City of Prince
Albert, in the Province of Saskatchewan, make oath and say:

1. That I was personally present and did see Murray Ketzmerick
named in the within instrument, who is personally known to me to be the
person named therein, duly sign and execute the same for the purposes
named therein.
2. That the same was executed on the 19th day of February,
A.D., 2014 at The City of Prince Albert, in the Province of
Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said Murray Ketzmerick and he/she
is, in my belief, of the full age of 18 years.

DECLARED BEFORE ME at the
City of Prince Albert, in the Province
of Saskatchewan, this 24 day
of June, A.D., 2014.

T Vermeire

George Fyfe
A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan.
My Commission expires:
October 31, 2014

CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:

AFFIDAVIT OF ATTESTATION
OF AN INSTRUMENT

I, Tammy Vermette, of the City of Prince
Albert, in the Province of Saskatchewan, make oath and say:

1. That I was personally present and did see Michele Kerzmerick
named in the within instrument, who is personally known to me to be the
person named therein, duly sign and execute the same for the purposes
named therein.
2. That the same was executed on the 13 day of February,
A.D., 20 14 at The City of Prince Albert, in the Province of
Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said Michele Kerzmerick and he/she
is, in my belief, of the full age of 18 years.

DECLARED BEFORE ME at the
City of Prince Albert, in the Province
of Saskatchewan, this 24 day
of June, A.D., 20 14.

T Vermette

Heather Giesk
A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan.
My Commission expires:

October 31, 2014



RPT 24-20

TITLE: Tax Title Tender Results - 1 Adanac Gate

DATE: January 12, 2024

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the two (2) bids made on Tender No. 46 of 2023, for the purchase of the Tax Title Properly located at 1 Adanac Gate, legally described as Parcel A, Plan 101957812 Ext. 0, be denied; and
2. That Administration list the property for sale on the open market.

TOPIC & PURPOSE:

The purpose of this report is to deny both of the bids made on the Tax Title property located at 1 Adanac Gate and to list it for sale on the open market.

BACKGROUND:

On September 26, 2023, the City issued Tender No. 46/23, for the sale of the Tax Title property located at 1 Adanac Gate. The tender was open until November 2nd, 2023. Upon closing, two (2) bids were submitted, one for \$739,057.35 (GST included) and another for \$517,891.68 (GST included).

PROPOSED APPROACH AND RATIONALE:

Upon further review of both bids, consultation with the City Solicitor and both Bidders:

- The bid for \$739,057.35 was withdrawn by the Bidder, and
- The City was unable to satisfactorily verify or validate the information contained in the second bid for \$517,891.68.

Therefore, Administration recommends that both bids be denied and the land be prepared for sale on the open market.

CONSULTATIONS:

For this tender, Planning and Development Services worked with the Purchasing Division to prepare the tender package and the City Solicitor's Office to verify the bids submitted.

Administration also consulted with both Bidders on their bids.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Going forward, Administration will prepare the land for sale and list it on the open market. Administration may also reach out to several parties that had registered interest in the land previously.

FINANCIAL IMPLICATIONS:

At this time, the outstanding taxes associated with this property are approximately \$290,000. Once sold, all outstanding costs will be cleared, and any additional proceeds will be allocated as required.

If the property sells before March, 2024, the proceeds over and above the outstanding debts will be awarded to the previous owner. If the property sells after March, 2024, the proceeds of the sale will belong to the City.

OTHER CONSIDERATIONS/IMPLICATIONS:

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

STRATEGIC PLAN:

A strategic priority that is being used to guide this tender process, 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 "Create a wide range of property and housing options to accommodate people who choose to relocate to Prince Albert."

OFFICIAL COMMUNITY PLAN:

Section 14.1 of the Official Community Plan discusses policies, which support the suggested recommendation.

"Goals:

- i. Appropriately balance revenue limitations with expenditures and investments to meet community needs over the long-term.
- ii. Maintain effective management, efficiencies and accountability of the City's fiscal budgets and operations."

PUBLIC NOTICE:

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

PRESENTATION: None

ATTACHMENTS:

1. 1 Adanac Gate - Aerial photo

Written by: Kristina Karpluk, Planning Manager

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



S-N

S-N

PLANNING & DEVELOPMENT

September 21, 2023

Subject Property Identified With A Bold Dashed Line



City of
Prince Albert

RPT 24-10

TITLE: Long Service and Retirement Recognition Policy

DATE: January 10, 2024

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the Long Service and Retirement Recognition Policy, as attached to RPT 23-441, be approved.

ATTACHMENTS:

1. Long Service and Retirement Recognition Policy (RPT 23-441)

Written by: Executive Committee



City of Prince Albert

RPT 23-441

TITLE: Long Service and Retirement Recognition Policy

DATE: December 19, 2023

TO: Executive Committee

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the Long Service and Retirement Recognition Policy, as attached, be approved.

TOPIC & PURPOSE:

This report provides a summary of proposed changes to the Long Service and Retirement Recognition Policy to include new gift options and milestones.

BACKGROUND:

The Long Service and Retirement Recognition policy has been in place for many years.

The current policy allows for recognition as follows:

15 years- gift valued at approximately \$150

20 years - watch valued at approximately \$200

25 years - gold ring valued at approximately \$500, prices as per the City's tendering process

Retirement – a gift from a catalogue of items

The policy was last updated in 2012 to increase the value of the awards to accommodate rising prices of gold.

PROPOSED APPROACH AND RATIONALE:

In 2023 feedback was received from employees regarding the Long Service Awards. It was noted that rings and watches were no longer considered a desirable gift by all employees and many said they liked the jacket option for 15 years of service since it was very practical.

Furthermore, it was expressed that 15 years is a long time to work for a company before any

measure of recognition is provided and that there are many employees that work beyond 25 years that are worthy of recognition.

These options were reviewed considering the long service award budget. The rising cost of gold has raised the cost of rings driving up the award banquet budget each year. Given the feedback received in 2023, a new program was reviewed and considered that allows for an expanded program at a lower cost.

It is recommended that the new policy include additional award milestones for 10, 30, and 35 years; and a variety of award options be introduced. The maximum price ranges for award options would be as follows:

- 10 years – gift valued at approximately \$100
- 15 years – gift valued at approximately \$150
- 20 years – gift valued at approximately \$200
- 25 years – gift valued at approximately \$300
- 30 years – gift valued at approximately \$300
- 35 years - gift valued at approximately \$300
- Retirement – a gift valued at approximately \$300

The new program allows employees to choose their award from a selection of options. By building in variety, the program will appeal better to employees at a lower cost. Given the rising cost of gold, and the decreasing interest in this as an award option, the ring will be removed from the program bringing the overall cost down.

There may be additional savings in the program due to the variety awards offered at different price points. Depending on what appeals to employees, they may choose a cheaper, more practical option rather than being required to accept the single award offered.

By not prescribing award options in the policy, the program will be able to adjust over time to include new items provided they remain in the prices identified in the policy.

The maximum prices are intended to allow for some growth of the program over time. For example, the policy allows for a gift valued at \$300 for the 25-, 30-, and 35-year options, but the maximum cost these items in the 2024 program \$200 (including set up charges and taxes).

See the catalogue attached for examples of the new program.

CONSULTATIONS:

The revised policy was reviewed with Department Heads in advance of preparing this report.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

If approved, employees will be informed of the expanded program and asked to select options for awards in advance of the 2024 banquet.

FINANCIAL IMPLICATIONS:

The budget for the existing program, given current long service award milestones of 15, 20 and 25 years is \$18,625

Award Milestones	Number	Cost	Total
15 Years	17	\$100	\$1,700
20 Years	13	\$115	\$1,495
25 Years*	6	\$465	\$2,790
25 Years **	8	\$765	\$6,120
Retiree Gifts	5	\$300	\$1,500
Venue			\$1,200
Meal			\$4,320
Total			\$18,625

* Women's Rings ** Men's Rings

The budget for the new program, including new milestones and award options for 10, 30 and 35 years is \$14,645. The budget is based on the highest valued item in the options available for each milestone.

Award Milestones	Number	Cost	Total
10 Years	17	\$50	\$1,700
15 Years	17	\$125	\$2,125
20 Years	13	\$150	\$1,950
25 Years	14	\$200	\$2,800
30 Years	1	\$200	\$200
35 Years	1	\$200	\$200
Retiree Gifts	5	\$200	\$1,000
Venue			\$1,200
Meal			\$4,320
Total			\$14,645

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no other options, OCP, strategic plan, policy or privacy implications.

PUBLIC NOTICE:

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

PRESENTATION:

Verbal Presentation by Kiley Bear

ATTACHMENTS:

Long Service Award Options

Long Service and Retirement Recognition Policy

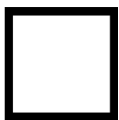
Written by: Kiley Bear, Director of Corporate Services

Approved by: City Manager

15 YEAR OPTIONS

JACKET

The lightweight Men's Peyto Softshell is ready for anything with a breathable, waterproof membrane and water-repellent finish. Available in Mens and Ladies.



YETI

The Rambler 591 ml / 20 oz. is made from durable stainless steel with double-wall vacuum insulation to protect your hot or cold beverage at all costs.



PA HOODY

Get ready to show off your Prince Albert pride with our brand-new gear featuring logos designed by talented individuals from our recent design contest.

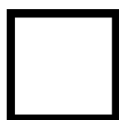


NAME AND EMAIL: _____

20 YEAR OPTIONS

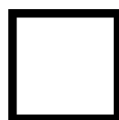
JACKET

The lightweight Men's Peyto Softshell is ready for anything with a breathable, waterproof membrane and water-repellent finish. Available in Mens and Ladies.



DUFFLE BAG

UA Storm technology delivers an element-battling, highly water-resistant finish. Tough, abrasion-resistant bottom & side panels. 2 large front zippered organization pockets.

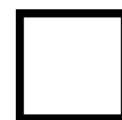


WATCH

Get ready to show off your Prince Albert pride with a custom Watch - in men's and women's sizes.



97L152

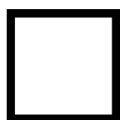


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25 YEAR OPTIONS

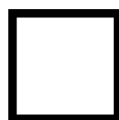
SUITCASE

Textured ABS mould design, Spinner wheels, Fully recessed aluminum pullout handle, Top carry handle with lock system



WINTER JACKET

100% Polyester Twill w/ PVC Coating, Waterproof Rating: 5000mm, Breathability, Rating: 5000g/m2, Thermal Tech Insulation

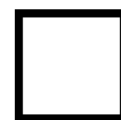


LAZY BEAR CHAIR

The Kuma Lazy Bear Chair has supreme comfort and ample space to kick back and relax. This fully cushioned seat and back includes a insulated drink holder and phone pouch.



Heather Grey



NAME AND EMAIL: _____



Statement of Policy and Procedure			
Department:	Corporate Services	Policy No.	
Section:	Human Resources	Issued:	
Subject:	Long Service and Retirement Recognition	Effective:	January 1, 2024
Council Resolution # and Date:			1 of 2
		Replaces:	Policy No. 46
Issued by:	Kiley Bear, Director of Corporate Services	Dated:	December 17, 2012
Approved by:	Kiley Bear, Director of Corporate Services		

1 POLICY

- 1.01 It is the policy of the City of Prince Albert to recognize employee service when an employee reaches the milestones of 10, 15, 20, 25, 30 and 35 years of service. Employee will also be recognized upon retirement provided the employee has completed ten (10) years of service with the City.
- 1.02 Awards will be presented at the following service intervals:
- 10 years – gift valued at approximately \$100
 - 15 years – gift valued at approximately \$150
 - 20 years – gift valued at approximately \$200
 - 25 years – gift valued at approximately \$300
 - 30 years – gift valued at approximately \$300
 - 35 years - gift valued at approximately \$300
- 1.03 Upon retirement, provided the employee has completed 10 Years of service with the City, employees will receive a retirement gift valued at approximately \$300.

2 PURPOSE

- 2.01 To establish the way in which employees will be recognized for their service to the City of Prince Albert both while working and upon retirement.

3 SCOPE

- 3.01 All employees of the City of Prince Albert, including employees of the Prince Albert Police Service.

4 RESPONSIBILITY

- 4.01 The Human Resources Office will be responsible for tracking service dates and administering the recognition program.

5 DEFINITIONS

- 5.01 Service: the number of calendar years of continuous service with the City including periods of layoff, legislated protected leaves of absence, disability of less than 12 months, and approved leaves of absences of less than twelve months.

6 REFERENCES and RELATED STATEMENTS of POLICY and PROCEDURE

7 PROCEDURE

- 7.01 An event will be held once per year, in the first quarter of each calendar year, to provide an opportunity to recognize service, retirements and other achievement reached in the previous year.



City of Prince Albert

RPT 24-23

TITLE: Twilite Motel Inc. Utilities Servicing Agreement 2024-2028: City services to businesses outside City boundaries

DATE: January 15, 2024

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

It is recommended:

1. That City Council approve the terms, rates and 5 year Term of the attached contract for the provision of water and sewer services to the Twilite Motel Inc. outside municipal boundaries for the period 2024-2028.
2. That the Mayor and City Clerk be authorized to execute the Utilities Servicing Agreement attached to this Report when executed by Twilite Motel Inc.

TOPIC & PURPOSE:

This Report is to provide the elected officials with recommended renewal rates for the continuation of water and sewer services to the Twilite Motel Inc. outside of municipal boundaries.

BACKGROUND:

In 2017 the then-Director of Financial Services served Notice on the owners of the Twilite Motel Inc. and an adjacent trailer court business that the Service Agreements for the delivery of Prince Albert utilities to their businesses in the Rural Municipality of Prince Albert would need to be adjusted. Negotiations were conducted at that time under the direction of the then-Director. On the departure of the then-Director, these negotiations were interrupted and then completed with the involvement of the City Solicitor, in accordance with negotiating objectives approved by Council. The result was that Utilities Servicing Agreements were negotiated and executed covering a period to and including 2023 based on the following contract objectives

approved by Executive Committee and Council:

- To ensure that out-of-City businesses contribute reasonably to the capital cost of the City's utilities;
- To ensure that out-of-City businesses pay for water and sewer usage at rates meaningfully in excess of rates paid by municipal taxpayers (currently 160%);
- To ensure that increases in these out-of-City rates are applied annually in percentages that reflect an equivalent to any increases in local mill rates.

Senior Financial Services personnel and the City Solicitor have met in recent months to review these negotiating objectives and to develop recommendations for renewal rates.

PROPOSED APPROACH AND RATIONALE:

Financial Services is recommending that the City renew the Utilities Servicing Agreement with Twilite Motel Inc. on the terms outlined in the attached draft Agreement, which reflects:

- a. **General Terms**: A renewal of the general terms negotiated in the expiring Agreement; and
- b. **Adjusted Rates** for annual capital contribution and the continued application of Bylaw rates for water and sewer usage by out-of-City businesses, as follows (per Article 10(a) and (b) on pages 3 and 4, and per Article 27 on page 7):
 - **Annual contribution to the capital maintenance costs for the water service** based in Year 1 (2024) at the annual base payment of \$4,400.00. This reflects an increased contribution which was based on a formula under the expiring Agreement. That formula resulted in annual capital contributions averaging over the last Term at \$2,185.00.
 - **Annual adjustment to capital maintenance contribution payment**: In each of the Years 2 – 5 of the Term (2025-2028), an additional sum over the base rate of \$4,400.00 would be charged reflecting an adjusted increase equivalent to any annual calculated percentage increase in the City of Prince Albert's municipal mill rate.
 - **Water Usage and Consumption rates**: Water consumption would be charged at metered rates equal to the applicable consumption rates established from time to time during the Term pursuant to *The Water and Sewer Utility Rates and Fees Bylaw* for out-of-town businesses serviced, which currently is 175% of City rates.
 - **Sewer Consumption rates**: Sewer consumption would also be charged at 175% of City metered rates pursuant to *The Water and Sewer Utility Rates and Fees Bylaw* as applies to out-of-town businesses serviced.

CONSULTATIONS:

The Director of Financial Services and senior financial services personnel have worked with the City Solicitor in developing the negotiating objectives and the resulting Agreements attached. This Report has been submitted for review to the Director of Public Works and to the City Manager.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

There is not intended to be any communication plan, in that these are direct contract discussions with an out-of-City business.

POLICY IMPLICATIONS:

The recommendation is based on policy objective of ensuring that there are advantages for businesses and rate payers to locating within the City, while still taking advantage of revenue opportunities by providing services and utilities to out-of-City payers.

FINANCIAL IMPLICATIONS:

Financial Implications are revenue based as outlined in the negotiating objectives under "Proposed Approach and Rationale".

PRIVACY IMPLICATIONS:

There are none, as the Agreement would be a public record.

OTHER CONSIDERATIONS/IMPLICATIONS:

The Term of the current Utilities Servicing Agreement with Twilite Motel Inc. will have expired December 31, 2023.

STRATEGIC PLAN:

This Report supports the objective of Corporate Sustainability.

OPTIONS TO RECOMMENDATION:

The elected officials may wish to consider charging differing rates if determined appropriate or necessary to achieve the identified objectives or revised objectives.

PUBLIC NOTICE:

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

ATTACHMENTS:

1. Draft Utilities Servicing Agreement

Written by: Mitchell J. Holash, K.C., City Solicitor

Approved by: Director of Financial Services & City Manager

UTILITIES SERVICING AGREEMENT

THIS AGREEMENT made effective from the 1st day of January, 2024.

BETWEEN:

THE CITY OF PRINCE ALBERT,
a municipal corporation in the Province of Saskatchewan,
(herein called “**the City**”)

-and-

TWILITE MOTEL INC.,
a business corporation conducting business
at and/or in the vicinity of the City of Prince Albert,
in the Province of Saskatchewan;
(herein called “**the Owner**”)

WHEREAS the Owner is the registered owner and/or equitable owner and/or operator of a motel business adjacent to the municipal boundaries of the City of Prince Albert, in the Province of Saskatchewan on the following Lands:

Title # 11408082
Surface Parcel # 146255878
Blk T, Plan No. 101814982, Ext 22

(hereinafter referred to as “**the Land**”);

AND WHEREAS the Owner owns and operates the Land adjacent to and outside the municipal boundaries of the City of Prince Albert, as more specifically identified by the outline on the plan attached hereto and marked as **Schedule “A”** to this Agreement;

NOW THEREFORE the Parties covenant and agree as follows for valuable consideration that is acknowledged as mutually exchanged:

1. In this Agreement, the following terms shall have the definitions set forward below:
 - a) “**Connections Bylaw**” means Bylaw No. 12 of 1995 of the City of Prince Albert as same may be amended or such Bylaw or Bylaws as may be substituted therefor from time to time;
 - b) “**City Director**” means the Director of Public Works of the City of Prince Albert or his designate;
 - c) “**Custom Work Order Policy**” means policy 97 of the City of Prince Albert Policy 97 pertaining to custom work undertaken by the City, and includes any amendments thereto or policy substituted therefor;

- d) **“Right-of-way”** means a strip of land 2 ½ metres in perpendicular width on either side of the water and sewer service connections;
- e) **“Sanitary Sewer Bylaw”** means Bylaw No. 48 of 2015 of The City of Prince Albert as same may be amended or such Bylaw or Bylaws as may be substituted therefor;
- f) **“Water Services Bylaw”** means Bylaw No. 37 of 2017 of The City of Prince Albert as same may be amended or such Bylaw or Bylaws as may be substituted therefor;
- g) **“Water and Sewer Utility Rates and Fees Bylaw”** means Bylaw [No. 22 of 2021](#) of The City of Prince Albert as same may be amended or such Bylaw or Bylaws as may be substituted therefor;
- h) **“Water service connection”** means the connection to the City water main situated on 44th Street West, Prince Albert, Saskatchewan, and the water line from that connection to the position upon the Driftwood and Eastview Trailer Courts from which water is distributed to the occupants of the trailer courts;
- i) **“Sanitary service connection”** means the connection to the City sanitary sewer manhole located at 38th Street and Central Avenue.

**FIXED TERM SUBJECT TO TERMINATION
OF AGREEMENT ON TWO YEARS’ NOTICE**

2. This Agreement shall commence on January 1st, 2024 and continue in force and effect between the parties for five (5) years to and including December 31, 2028. The effective date of the Agreement shall be January 1st, 2024, notwithstanding the date of execution. The period from such effective date until expiration of the full five (5) year term or to any sooner permitted termination of this Agreement shall be referred to herein as **“the Term”**.

WATER SERVICE

3. The City shall be responsible for the maintenance of the water main to the City limits in order to provide City water during the Term to the use of the current business on the Land (**“the Water Service”**).

4. The Owner agrees that:

- a) The City shall not be liable to the Owner for disruptions in service occasioned by the necessity of repair and maintenance, strikes, acts of God or other unforeseen circumstances, or by any circumstances or cause related to any part of the water system failing to continue the source of water supply, or related to the Owner’s water and/or sanitary sewer system connection to, through or over the lands adjacent to the Land on which the Owner’s business is currently operated.

b) The Owner shall save harmless and indemnify the City against any claims for damages against the City by any persons residing at, occupying or attending on the Land or at any motel or business on the Land.

c) The Owner shall at all times effect repairs and maintenance to the water system on the Land as expeditiously as is reasonably possible so as to limit disruption of service.

5. The City and the Owner agree that the conditions of water service under this Agreement, including the continuance or disruption of service, shall be governed by the terms and conditions of the City of Prince Albert Water Services Bylaw as amended from time to time, excepting where the terms of this Agreement otherwise provide, and the Owner covenants to be contractually bound thereby and attorns to the application thereof and agrees to be so contractually bound thereby for all occupants and users of the Water Service on the Land.

6. The Owner further covenants and agrees to accept and be contractually bound by all the terms, requirements and conditions imposed on the City's customers as set out under the Water Services Bylaw specifically including without limitation the restrictions on use, deposit and discharge as set out under the Bylaw.

7. The Parties agree that all right, title and ownership to the water main shall remain with the City and the City shall have the right to connect other users of water to the water main in the City's sole discretion.

8. The Owner agrees that it will ensure that consumers of the City's utilities upon the Land use the City's utility services in a manner that is compliant, consistent and observant of the terms and conditions of the Water Services Bylaw that apply to the City's customers thereunder, and without limitation, only in the manner by which other consumers of such services are lawfully permitted to do so.

9. Any service connected with the City's water main that the City Director requires to be constructed shall be subject to, constructed and maintained in accordance with such Connections Bylaw of the City or its equivalent as shall be in effect from time to time during the term of this Agreement.

10. WATER SERVICES CHARGES

The Owner agrees to pay the City for water supplied to the Land on the terms as follows:

a) Capital Contribution Payments:

i) The Owner agrees to pay annually during the Term in full to the City commencing upon the execution of this Agreement an annual contribution to the capital maintenance costs for the water service. This annual payment shall be in the amount of **FOUR THOUSAND FOUR HUNDRED (\$4,400.00) DOLLARS.**

ii) The Owner shall further pay to the City, concurrent with the payments referred to in sub-Article 10(a)(i) above, an additional sum reflecting an adjusted increase equivalent to any annual calculated percentage increase in the City of Prince Albert's municipal mill rate applied to the annual payment referred to in Article 10(a)(i) above.

iii) The payments referenced in sub-Articles (i) and (ii) above shall be due and payable by the Owner to the City on or before the first municipal business day following the-30th day of June in each calendar year thereafter during the Term. A financing charge of 1.5% shall be assessed every thirty (30) days that the payment is not made and shall be due and payable by the Owner upon demand of the City.

b) Water Usage and Consumption Payments:

i) The Owner agrees to pay the City for all City water provided to and at the Land at metered rates equal to the applicable consumption rates established from time to time during the Term pursuant to the Water and Sewer Utility Rates and Fees Bylaw (sometimes hereafter "**the Bylaw**") and applicable expressly to the Owner's business, or in absence of such express rates, at rates applicable to consumers outside of the City's corporate limits. Such water usage payments shall be due and payable by the Owner the sooner of the date specified due when invoiced and the timeframe established as the due date for users to make such payments pursuant to the Bylaw.

ii) If the Owner fails to pay an account for water usage within the time specified for users in the Bylaw, all penalties provided therein shall apply, and the City may refuse to supply water and disconnect the water service extension; thereafter, if the Owner pays current the account, the City shall reconnect the water service extension and resume water service.

iii) The Owner agrees and acknowledges that the water rates of the City may change from time to time in accordance with variation of the rates in the Water and Sewer Utility Rates and Fees Bylaw, and the Owner agrees that it shall pay such increased or varied usage and consumption costs as established by the said Bylaws from time to time.

c) Sanitary Sewer Charges in Addition:

For clarity, charges for access to the sanitary sewer system as outlined in Article 27 and responsibility for costs, penalties and charges generally as apply thereto in Articles 21 to 40 inclusive in this Agreement, are charges in addition to the charges contemplated in sub-Articles 10(a) and (b) in this Agreement.

11. The Owner agrees it shall be responsible for keeping that part of the water service connection located on the Land in a state of good repair. The Owner shall be responsible for the maintenance of all water mains and service connections on the Owner's Land. The City may carry out necessary maintenance on behalf of the Owner upon the Owner's request or upon terms or payment pursuant to the Custom Work Order Policy described herein.

12. The Owner agrees that the only water that will be allowed to be supplied into the Owner's water system shall be for use of its Motel business and Motel guests, unless with the express written

consent of the City pursuant to the resolution of the Council of the City of Prince Albert and upon renegotiation of additional costs.

13. The Owner agrees that:

a) all water supplied to the Land pursuant to this Agreement shall be measured by meter. The City may install such meter or meters upon the Land as the City Director may deem appropriate for that purpose and shall be afforded by the Owner such access as is reasonably deemed required by the City Director. The Owner shall pay such service charges in respect of meters as is provided for pursuant to the Water and Sewer Utility Rates and Fees Bylaw. At its own risk and expense and in accordance with plans approved by the City Director, the Owner shall provide all plumbing, protection and housing for the meter or meters. The Owner shall be liable for the cost of installation of the meter or meters in accordance with the Custom Work Order Policy. The Owner shall be liable for all costs of maintaining the housing facilities of each meter so installed.

b) all water meters shall be supplied by the City with locking or security devices, and the Owner agrees that it shall not tamper with and shall not knowingly permit, allow suffer any other person, firm or corporation to tamper with any of the meters so installed.

c) and undertakes not to use, permit, allow or suffer to be used any water supplied by the water service connection or water service extension unless such water has been measured through a meter upon the Land.

14. The Owner agrees to keep the water service connection and water service extension in good repair to the satisfaction of the City Director. The City may carry out necessary maintenance on behalf of the Owner or upon the Owner's request and upon terms of payment pursuant to the Custom Work Order Policy and upon execution of a Work Order Request by the Owner.

15. In the event that the Owner fails or refuses to expeditiously affect necessary repairs, the City may immediately disconnect the water service extension or block the water main so as to suspend water services to the Land. The Owner agrees that the water services to disconnected or blocked shall remain suspended until the necessary repairs are affected.

16. The Owner agrees that the only water supply that shall be available at the Land shall be the water that is supplied and metered by the City meter through the water service connection. No other water pressure system can be connected to the City's system.

17. The Owner agrees that no connections shall be made or permitted to be made with the water service connection or the water service extension, except with the prior written consent of the City.

18. Except as may be specifically provided to the contrary herein, the Owner agrees that it shall comply with all terms and obligations of consumers, applicants and owners specified under the Water Services Bylaw, and any breach of same shall constitute a breach of this Agreement.

19. The Owner agrees to abide by all existing and future Bylaws of the City of Prince Albert pertaining to the use and distribution of water.

20. Notwithstanding any other provision of this Agreement, the supply of water may be terminated by the City in the event that the water supply becomes contaminated, or the City is unable to continue the supply as a result of circumstances reasonably beyond the control of the City. In such event, the City shall give notice of same to the Owner and shall be relieved of its obligations pursuant to this Agreement.

SANITARY SEWER SERVICE

21. The City has agreed with the Owner to allow disposal of sanitary sewer water through the connection the Owner currently has through adjacent lands on which the Driftwood Trailer Court business now operates, an into the City's sanitary sewer system on terms and conditions set out in this Agreement. The Owner agrees that it shall pay all costs associated with the maintenance, inspection and supervision of the sanitary sewer line on the Land and as necessary for the continuation of the Owner's access to the City's sanitary sewer system, such costs associated with the sanitary sewer line through the Driftwood Trailer Court's sanitary sewer system or pumphouse.

22. In the event that the Owner's connection through the Driftwood Trailer Court lands should for any reason during the Term be terminated, interrupted, impeded or obstructed for any reason, the Owner shall at its option be entitled to arrange to connect to the City's sanitary sewer service in a manner consistent with the City's relevant bylaws and policies, provided that any and all costs in respect of any such replacement connection from the Land to the City's sanitary sewer system shall be the sole and complete responsibility and cost of the Owner.

23. The Owner agrees that the existing 10 mm diameter PVC sanitary sewer force main on Central Avenue from the South Property Line of 42nd Street to the sanitary sewer manhole at 38th Street will be treated as a regular sanitary sewer connection and shall be regulated in accordance with and by the City of Prince Albert's applicable bylaws and policies.

24. The Owner agrees that any excavation or repairs that may be required on the section of sanitary sewer connection in the preceding Article must be performed by City of Prince Albert personnel and at such cost to the Owner as is in accordance with and pursuant to the terms of the City of Prince Albert Custom Work Order Policy as it may exist and apply at varying rates set by the City from time to time during the Term.

25. The City agrees that any additional attachments to this sanitary sewer connection will not be allowed without written permission by the Owner. Notwithstanding, the Owner agrees and acknowledges that such permission of the Owner is not required in respect of the connection(s) relating to the property adjacent to the Land on which the business of the Driftwood Trailer Park is currently operating.

26. The Owner agrees that no other attachments will be allowed to this connection other than those stated in this Agreement, without written permission by the City of Prince Albert and the Director of Public Works.

27. a) The Owner agrees to pay the City for disposal of sewage from the Land into the City's sanitary sewer system at rates equal to the rates established by the Water and Sewer Utility Rates and Fees Bylaw expressly applicable to the Owner's business, or in absence of such rate, at rates applicable to consumers outside of the City's corporate limits, as these may exist and apply at varying rates from time to time during the Term. Payments for such service shall be due and payable by the Owner the sooner of the date specified due when invoiced and the timeframe established as the due date for users to make such payments pursuant to the Water Services Bylaw.

b) If the Owner fails to pay an account for disposal of sewage within the time specified for users in the Water Services Bylaw, all penalties provided therein shall apply, and the City may refuse to access to the City's sanitary sewer system; thereafter, if the Owner pays current the account, the City shall permit resumed access to the system.

28. The Owner agrees to accept and be bound by all requirements and conditions imposed on the City's customers as set out under the Sanitary Sewer Bylaw specifically including without limitation the restrictions on use, deposit and discharge as set out under the said Bylaw.

29. The Owner agrees and acknowledges that the sanitary sewer service charges of the City may change from time to time in accordance with the alterations of the rates in *The Sanitary Sewer Bylaw*, and the Owner agrees that it shall pay such increased or varied costs as established by the said Bylaw from time to time. The sanitary service charges shall be calculated based the water consumption measured with its own water meter, or on such method of measurement as the City may in its discretion determine appropriate for general municipal measurement.

30. Any service connections with the City's sanitary sewer main that the City Director requires to be constructed shall be subject to, constructed and maintained in accordance with such Connections Bylaw of the City as shall be in effect from time to time during the Term of this Agreement.

31. The Owner shall:

a) provide the necessary pumps and pumping equipment in order to pump sewage into the City's sanitary sewer system.

b) obtain the approval of the City Director as to the design of the pump and pumping equipment to be installed by the Owner on the Owner's Land.

32. The Owner agrees it shall be responsible for keeping that part of the sanitary sewer service connection located on the Land in a state of good repair. The Owner shall be responsible for the maintenance of all sanitary sewer mains and service connections and pumping lift stations on the Owner's Land. The City may carry out necessary maintenance on behalf of the Owner upon the Owner's request or upon terms or payment pursuant to the Custom Work Order Policy described herein.

33. In the event that the Owner fails or refuses to expeditiously affect necessary repairs to that portion of the services located on the Land, the City acting reasonably, may on thirty (30) days written notice disconnect the service to the Land. The Owner agrees that the service so disconnected shall remain suspended until the necessary repairs to the connections are affected.

34. The Owner agrees that:

a) The Owner shall be responsible for the maintenance and any related repair or construction of the sanitary sewer line from the Land or as necessary for the Owner's connection through the Driftwood Trailer Court to the City's sanitary sewer system, and the City Director, or his designate, shall at all times and for all purposes have full and free access to the Land, and the Owner shall provide all reasonable assistance to facilitate inspection of any such work in progress and/or completed.

b) The City Director, or his designate, may provide notice of any defect in the performance of such work either in respect of quality or methods of workmanship or if same is not executed in conformance with the aforementioned plans.

c) The Owner agrees that it shall cease such work upon notice of the City Director, excepting as shall be necessary to rectify all defects specified in the notice. Unless otherwise agreed by the City Director in writing, said rectification shall be completed within ten (10) days of notice.

36. The Owner shall ensure that it has filed with the City Director "as-built" drawings consisting of the designs, drawings and specifications of the sewer line on the Land. The plans shall include the position of the sanitary sewer line in relation to legal survey markers or monuments situated upon the Land in accordance with good surveying practice.

37. If the Owner commits any breach of the terms and conditions of this Agreement, the City Director may give the Owner ten (10) days written notice of the breach, and the Owner shall have thirty (30) days from the date of the notice to remedy such breach. If the Owner fails to remedy the breach within the said thirty (30) days, the City shall have the right to disconnect the water service connection or the water service extension, or to disconnect or block the sanitary sewer system, so as to suspend service, and the service shall remain suspended until the breach is remedied by the Owner. All costs associated with the termination or suspension of services shall be the Owner's responsibility.

38. The Owner agrees to abide by all existing and future Bylaws of the City of Prince Albert pertaining to the discharge of sewage effluent into, and the use of, the City's sanitary sewer system.

39. a) The City agrees that as long as its sanitary sewer system from its sewer manhole located at 38th Street and Central Avenue and continuing downstream to its final sewage disposal continues to be operated by the City, the Owner shall have the right to continue the Trailer Court's connection to the City's sanitary sewer force main on Central Avenue and shall have the continued right to dispose of sanitary sewage through the said system.

b) The City may, in its discretion, provide a new sanitary sewer force main in the place and stead of the sanitary sewer force main to be constructed pursuant to this Agreement and to connect such new sanitary sewer force main to the sanitary sewer disposal system on the Land. The terms and provisions and the duties and obligations respectively of the City and the Owner in this Agreement would apply to such new sanitary sewer force main.

DEFAULT

40. In the alternative to the remedies provided for in this Agreement, if there be any default, breach or non-observance of any term that continues unremedied subsequent to the time permitted for the rectification of same, the City Director may take such steps as he deems reasonably necessary to remedy such default. All costs and expenses of the City acting under this clause shall be paid by the Owner, as are calculated pursuant to the Custom Work Order Policy, immediately upon demand.

41. Notwithstanding the foregoing, in the event that any such breach or non-observance of a term of this Agreement results in expulsion of water from the water service connection or sanitary sewer extension or such other circumstances as, in the opinion of the City Director, requires any immediate remedial action to be taken, the City Director shall have the right to take such action as he deems reasonably necessary to remedy such default forthwith and without any notice to the Owner. In such event, the Owner shall be liable to pay to the City the costs, as are calculated pursuant to the Custom Work Order Policy, immediately upon demand.

EASEMENTS

42. The Owner does hereby grant, transfer, convey, assign and confirm an easement ever, upon and under the right-of-way, herein called the “easement”.

43. Such easement shall consist of the full power, license and permission at any and all times to the City by itself, its employees, agents or contractors or any of them to enter upon and break or open up the Land with all the necessary machinery, vehicles and equipment to place or install on, over, under or through the right-of-way pipes, structures, apparatus, and equipment for the carriage, conveyance, transportation and handling of potable water, through or by means of the same, and further to inspect, repair, replace, or make connections with, and to maintain the water service connection and sanitary sewer service extension.

44. In the event that there is a disposition of any portion of the Land resulting in different parties controlling portions of the water service connection and water service extension, such disposition shall be conditional upon the party being supplied with water through the water service extension being granted an easement over the right-of-way for the purpose of maintaining his supply of water, unless the said supply is otherwise terminated pursuant to this Agreement. The party making such disposition shall execute all documents necessary to grant the said easement.

ACCESS

45. It is hereby agreed that the City, its employees, agents or contractors, or any of them may break or open the surface of the right-of-way and excavate same, and it is hereby agreed that whenever the right-of-way is so opened up, the City shall diligently and expeditiously complete the work for which such breaking or opening up was required and shall restore the ground so broken and opened up as far as possible to its former condition forthwith upon the said work being completed; PROVIDED, HOWEVER, that it shall not be the duty of the City to restore any pavement, concrete surface, fencing, structure or other improvement placed or erected over the said right-of-way or to pay for or compensate the Owner for such pavement or concrete surface, fence, structure or other improvement which may be broken up by the City under the provisions of this Agreement.

46. The Owner shall be allowed free access within the said right-of-way, except insofar as it may be necessary for the City to use the same for the purposes hereinbefore specified; PROVIDED, FURTHER, that the Owner shall not, without the consent of the City, excavate, drill, install or erect or permit to be excavated, drilled, installed or erected on or under the said Land any pavement, concrete basement, fence, structure or other structure or installation whatsoever.

47. The Owner agrees that the City, its servants, agents or employees shall have the right at all times to enter upon the Land for the purpose of disconnecting and reconnecting the water supply to the Land, inspecting, removing or replacing meters or appurtenances thereto, reading meters or for the purpose of determining whether the water is being carried, distributed or used in accordance with the terms of this Agreement and the Water Services Bylaw.

INDEMNIFICATIONS

48. The approval of any plan by the City Director or any other employee of the City, or the carrying on of any work by the Owner subject to the approval of the City Director, shall not relieve the Owner of liability or impose any liability on the City or the City Director or any other employee of the City. The Owner does hereby release the City, its officials and employees from all liability in any manner based upon, arising out of, or attributable to any such approval of any such plan or specification, or the doing or carrying on of any such work or thing by the Owner in any way related to this Agreement.

49. The Owner agrees to indemnify and save harmless the City from any and all liability, damages, claims, costs, suits or actions arising out of the supply of water or the interruption of that supply or in any way related to the water service connection, the water service extension and whether same arises by reason of the necessity of repair or maintenance to same, strikes, acts of God, or any other circumstances whatsoever that affect any part of the water service connection or water service extension upon the Land and whether occasioned by reason of the negligence of the City, its officials, employees, servants or agents or otherwise.

50. a) The Owner agrees that the City shall not be liable to the Owner or the customers or guests, agents, servants or assigns for disruptions in service occasioned by the necessity of repair

and maintenance, strikes, acts of God or other unforeseen circumstances, to any part of the sanitary sewer system from its connection to the Land and continuing to the final sewage disposal plant.

b) The Owner shall save harmless and indemnify the City against any claims for damages against the City by any persons arising from their attendance at or on the Lands.

c) The City shall at all times effect repairs and maintenance to the City's sanitary sewer system as expeditiously as is reasonably possible so as to limit disruption of service.

SURVIVAL OF COVENANTS

51. This Agreement constitutes the entire Agreement between the parties, and the City shall not be obliged to supply any other services to the Owner except as set forth herein.

52. All covenants contained in this Agreement shall be deemed covenants running with the Land and, to the extent that the services referred to therein are continued, shall be binding upon the Owner's successors and assigns. The City may register and maintain a caveat against the title to the Land to protect its interests under the terms of this Agreement.

53. This Agreement and the rights provided hereunder are assignable only with the written consent of the City, which shall not be unreasonably withheld. The Owner agrees to give to the City at least ninety (90) days' written notice in advance of the effective date of any transfer or other disposition of the Land, any portion thereof, and/or of the motel business enterprise related to the Land, or any portion thereof, whereby another person, firm, or corporation is intended to acquire an interest in or possession of same. In any such event, the Owner agrees that it shall pay to the City all amounts due and owing pursuant to this Agreement calculated to the date of such effective date at or before such effective date and shall ensure that the City obtains from the proposed transferee an application for continuation of services referred to herein, and the rights hereunder shall only accrue to the transferee or party acquiring the disposition upon the City providing written approval of the application.

54. The Owner acknowledges that it has no other lawful entitlement to the services to which the City covenants to provide in this Agreement except pursuant to this Agreement.

55. 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 **if to the City at:**

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

And if to the Owner at:

Sam Ismail
c/o Twilite Motel Inc.
RR 2, Site 3, Box 41
Prince Albert, SK S6V 5P9

or at its usual place of business in Prince Albert, Saskatchewan. 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. Either of the parties hereto may at any time give notice in writing to the other of any change of address, and thereafter all notices shall be mailed to the new address so notified.

56. It is expressly understood and agreed that reference to individuals in this Agreement shall include corporations, executors, administrators, successors, and permitted assigned, and reference in the singular number shall include the plural number, and references in the masculine gender shall include the feminine gender or the neuter gender, whenever the context so requires.

IN WITNESS WHEREOF TWILITE MOTEL INC. has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this _____ day of _____, 2024.

(corporate seal)

TWILITE MOTEL INC.

Per: _____
Authorized Signing Authority

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 _____, 2024.

(municipal seal)

THE CITY OF PRINCE ALBERT

Per: _____
Per: _____



City of Prince Albert

RPT 23-438

TITLE: 2023 City Council and Executive Committee Record of Attendance

DATE: **December 14, 2023**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the attached 2023 Record of Attendance for City Council and Executive Committee Public and Incamera Meetings be received as information and filed.

TOPIC & PURPOSE:

To provide members of Council with a record of the attendance during the 2023 City Council and Executive Committee meetings.

PROPOSED APPROACH AND RATIONALE:

In accordance with City Council Resolution No. 0746 dated November 23, 2009, the City Clerk is required to submit to Council the Attendance Report outlining the actual attendance for members of Council at City Council and Executive Committee Meetings for the previous year, in January each year.

It should be noted that while members of Council may be away on City business during a meeting, the City Clerk is still required to report the actual attendance at the various meetings.

Please note that due to the resignation of Councillor Zurakowski on January 31, 2023 and the induction of Councillor Solomon on June 12, 2023, the number of meetings for those participants is reflected accordingly.

In addition, due to technical difficulties at the June 12, 2023 City Council meeting, Councillor Ogrodnick was unable to participate virtually and was marked absent for that meeting.

Members of Council will see that there were 15 Regular and 4 Special City Council meetings, for a total of 19 meetings held from January 1, 2023 to December 31, 2023.

There were 13 Executive Committee Regular, 16 Executive Committee Incamera meetings and 4 Additional Executive Committee Incamera meetings held January 1, 2023 to December 31, 2023.

PUBLIC NOTICE:

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

ATTACHMENTS:

1. City Council Meeting Record of Attendance from January 1, 2023 to December 31, 2023
2. Executive Committee Meeting Record of Attendance from January 1, 2023 to December 31, 2023

Written by: Terri Mercier, City Clerk

Approved by: City Manager

CITY COUNCIL MEETING RECORD OF ATTENDANCE

Meetings held January 1, 2023 to December 31, 2023

Member of Council	City Council			
	Regular	Special	No. Attended in Person	No. Attended Via Video Conference
Mayor G. Dionne	15	4	19	0
Councillor C. Miller	15	4	19	0
Councillor T. Lennox-Zepp	15	4	19	3
Councillor T. Head	15	3	19	3
Councillor D. Cody	15	4	19	0
Councillor D. Ogrodnick	13	4	19	0
Councillor B. Edwards	15	3	18	0
Councillor D. Kilmer	15	4	19	1
Councillor D. Solomon	9	1	10	1
Councillor T. Zurakowski	1	1	2	0
Total Number of Meetings	15	4	19	

Submitted on January 3, 2024 by Terri Mercier, City Clerk

EXECUTIVE COMMITTEE MEETING RECORD OF ATTENDANCE

Meetings held January 1, 2023 to December 31, 2023

Member of Council	Executive Committee - Public			
	Regular	Additional	No. Attended In Person	No. Attended Via Video Conference
Mayor G. Dionne	12	0	12	0
Councillor C. Miller	13	0	13	0
Councillor T. Lennox-Zepp	12	0	10	2
Councillor T. Head	12	0	11	1
Councillor D. Cody	12	0	12	0
Councillor D. Ogrodnick	11	0	11	0
Councillor B. Edwards	12	0	12	0
Councillor D. Kilmer	13	0	13	0
Councillor D. Solomon	6	0	6	0
Councillor T. Zurakowski	2	0	2	0
Total Number of Meetings	13	0	13	

Member of Council	Executive Committee – Incamera			
	Regular	Additional	No. Attended In Person	No. Attended Via Video Conference
Mayor G. Dionne	13	4	17	0
Councillor C. Miller	12	4	16	0
Councillor T. Lennox-Zepp	12	4	16	2
Councillor T. Head	12	4	16	1
Councillor D. Cody	12	4	16	0
Councillor D. Ogrodnick	11	4	15	0
Councillor B. Edwards	12	4	16	0
Councillor D. Kilmer	13	4	17	0
Councillor D. Solomon	6	4	10	0
Councillor T. Zurakowski	3	0	3	0
Total Number of Meetings	13	4	17	

Submitted on January 3, 2024 by Terri Mercier, City Clerk



City of Prince Albert

RPT 24-11

TITLE: 2024 Saskatchewan Urban Municipalities Association Convention Resolutions

DATE: January 11, 2024

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the following Resolutions be forwarded to the Saskatchewan Urban Municipalities Association's Resolution Committee for consideration at the 2024 Convention being held on April 14 – 17, 2024:

1. Increased Financial Support for Fire Services;
2. Increased Insurance Deductible for Stolen Vehicles; and,
3. Funding for Saskatchewan Urban Parks.

TOPIC & PURPOSE:

The purpose of this report is to provide City Council with an opportunity to review a number of Saskatchewan Urban Municipalities Association (SUMA) resolutions, to determine which resolutions members of Council wish to forward for consideration to SUMA's Resolution Committee for consideration at the annual SUMA Convention held on April 14 – 17, 2024.

BACKGROUND:

Resolutions at SUMA Conventions are one way to get municipalities' issues in front of provincial decision makers and assist in shaping advocacy for urban municipalities in Saskatchewan. Submissions are forwarded to the SUMA office, and the Resolutions Committee will determine which resolutions are presented at the Convention, partly based on whether the concern is likely to be widely shared among urban councils or is of more limited interest and application.

While resolutions can be forwarded to SUMA throughout the year, the final deadline for municipalities to submit Resolutions for consideration at the 2024 Convention is January 31, 2024.

Members of Council have been given the opportunity to review the draft resolutions and have provided their comments to Administration. In that regard, the resolutions have been finalized for consideration by City Council.

PROPOSED APPROACH AND RATIONALE:

The following information outlines a summary of each resolution to be considered by SUMA:

Increased Financial Support for Fire Services

All throughout Saskatchewan, municipalities are facing financial constraints to support Fire Services with the increasing responsibilities being placed on municipal resources to respond to health, social and economic challenges. Additional Federal and Provincial funding is required to sustain and manage the growing demand of public expectations in services and resources of Fire services and safety, including to enhance response times, improve safety and respond to the mitigating factors that all municipalities face on a daily basis.

Increased Insurance Deductible for Stolen Vehicles

Statistics show that insurance costs are rising significantly due to increased vehicle thefts throughout Canada. In an effort to mitigate those rising costs, this resolution calls for Saskatchewan Government Insurance Agency (SGI) to increase insurance deductibles for vehicle owners who are negligent leaving their keys in their unlocked vehicle or leaving their unlocked vehicle operating while unattended. This action will mitigate costs to municipalities by reducing the rising insurance premiums and vehicle theft.

Funding for Saskatchewan Urban Parks

Provincial Government Urban Park Funding was cut in 2016, affecting multiple urban parks throughout Saskatchewan. The Pehonan Parkway was one of those parks affected in funding. While the City continues to fund a portion through municipal budgets and community partnerships, there continues to be a requirement for infrastructure upgrades, capital improvements and a response to staffing levels to maintain the park spaces. The pandemic brought forward an increased usage in parks throughout Canada, creating a greater appreciation for parks and green spaces. Re-establishment of the funding for urban parks is required to maintain beautiful park spaces for all to enjoy.

CONSULTATIONS:

Members of Council were provided an opportunity to review the draft resolutions and provided comments and direction to Administration in order to finalize the resolutions for consideration by City Council and subsequently for forwarding to SUMA.

In addition, the draft resolutions were forwarded to Mason Stott, SUMA's Advocacy and Legal Services Advisor, who was consulted for his expertise in writing resolutions for consideration by the Resolutions Committee.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Following determination of which of the attached resolutions Council wishes to bring for consideration to the annual SUMA Convention, a correspondence along with the resolutions, in the appropriate format, will be sent to SUMA for consideration by SUMA's Resolution Committee.

POLICY IMPLICATIONS:

If these resolutions are subsequently passed and approved by SUMA's Resolution Committee, Members of Council attending the SUMA Convention may be required to speak at the SUMA Convention to promote the Resolutions for passing.

In addition, future legislative changes, if advocated by SUMA and legislatively approved, may adjust the City's Bylaws, Policies and procedures as necessary to comply with legislation.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no options to recommendations, official community plan, financial or privacy implications.

STRATEGIC PLAN:

The information outlined in the draft SUMA Resolutions aligns with the City's Strategic Priority of Promoting a Progressive Community through Community Safety in supporting the fire departments in meeting industry standards for safe and effective deployment, response and damage mitigation and supporting the Police Service with its community safety initiatives.

PUBLIC NOTICE:

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

ATTACHMENTS:

1. Resolution - Increased Financial Support for Fire Services
2. Resolution - Increased Insurance Deductible for Stolen Vehicles
3. Resolution – Funding for Saskatchewan Urban Parks

Written by: Terri Mercier, City Clerk

Approved by: City Manager

2024 RESOLUTION TO SUMA FOR CONSIDERATION

INCREASED FINANCIAL SUPPORT FOR FIRE SERVICES

1. RESOLUTION

WHEREAS Fire Services in Saskatchewan face increasing roles and responsibilities in addressing responses to health, social, and economic factors, such as challenges with mental health and addictions, a rise in homelessness, inadequate and unsafe housing, rise in overdose and discarded needles, and an aging population and lift assists;

WHEREAS roles and responsibilities are placing a strain on municipal resources and more support from the Province and Federal Government is needed;

WHEREAS greater support will enhance Saskatchewan Fire Service's ability to address response times and lead to improved outcomes and increased safety for our municipal residents and non-residents alike, will ease the financial burden on municipal ratepayers, and provide assistance in addressing the increased demand on municipal Fire Services to respond to new and existing health, social, and economic factors;

THEREFORE BE IT RESOLVED that the Saskatchewan Urban Municipalities Association advocate the Saskatchewan Government and Federal Government for increased financial support for Fire Services provision in Saskatchewan.

2. BACKGROUND

Police and EMS have experienced additional funding from Provincial and in some cases Federal funding initiatives. In Manitoba, Fire Services have been funded in part by their Provincial Government for over a decade which has eased the financial strain felt by their respective municipalities in addressing these ever increasing conditions related to health, social, and economic factors.

2024 RESOLUTION TO SUMA FOR CONSIDERATION

INCREASE INSURANCE DEDUCTIBLE FOR STOLEN VEHICLES

1. RESOLUTION

WHEREAS throughout Canada, including Saskatchewan, statistics data is showing that vehicle theft is rising significantly causing insurance costs to increase; and

WHEREAS law enforcement continues to investigate cases of stolen vehicles, along with the assistance of the Saskatchewan Government Insurance Agency; and

WHEREAS it is probable that stolen vehicles would be travelling at excessive speeds or create the potential for high-speed chases risking the safety of residents and travelers on the streets, roads and highways; and

WHEREAS in order to mitigate vehicle theft, additional resources and funding must be allocated to municipalities to aid in the decrease of stolen vehicles; and

WHEREAS vehicle owners must take responsibility for their actions with respect to leaving their vehicle running unattended and unlocked.

WHEREAS vehicle insurance premiums have risen significantly over the last few years creating significant financial burden for municipalities; and

THEREFORE BE IT RESOLVED THAT the Saskatchewan Urban Municipalities Association advocate for the Saskatchewan Government Insurance Agency to increase insurance deductibles for vehicles owners who leave their keys in their unlocked vehicle or leave their unlocked operating vehicle unattended.

2024 RESOLUTION TO SUMA FOR CONSIDERATION

FUNDING FOR SASKATCHEWAN URBAN PARKS

1. RESOLUTION

WHEREAS Provincial Grant funding has been cut affecting urban parks throughout Saskatchewan, namely the Pehonan Parkway in Prince Albert, Wakamow in Moose Jaw, Chinook Parkway in Swift Current, Battleford River Valley in the Battlefords and Tatagwa in Weyburn; and

WHEREAS municipalities have invested budgeted monies, grants and funding through strong community partnerships to build functional, beautiful urban park spaces for residents and visitors; and

WHEREAS to maintain quality services in urban parks, a consistent response with staffing levels, infrastructure upgrades and capital improvements is necessary to continue growth and demand; and

WHEREAS park spaces play an integral role in quality of life by offering free of charge public access to a barrier-free and inclusive environment, which promotes physical activity, reduces stress and improves overall mental health; and

WHEREAS innovative programming, community outreach and improvements to the urban park systems and conservation areas continues to be an important offering for residents and visitors; and,

THEREFORE BE IT RESOLVED THAT the Saskatchewan Urban Municipalities Association advocate for the Provincial Government to re-establish grant funding and partner with municipalities of Saskatchewan in order to sustain and grow our beautiful urban parkways and open spaces.

2. BACKGROUND

Public Survey Results were published in July 16, 2020 “Park People – Canada’s City Park Network” magazine. The results showed that municipal leaders and the public had developed a much greater appreciation for parks and green spaces during the pandemic. Some notable findings are:

- Almost 70% of Canadians said their appreciation for parks and green spaces has increased during the pandemic;

- 94% of cities indicated they have seen increased awareness among municipal leadership of the value of parks to public health and crises resiliency during the pandemic;
- 83% of Canadians said that these spaces have become more important to mental health and social well-being.
- Over 55% of cities indicated park use increased during the pandemic
- 87% of Canadians support increased spending on parks.



City of
Prince Albert

RPT 24-15

TITLE: Action Items from City Council and Executive Committee

DATE: January 11, 2024

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the Action Items be updated as indicated in the Open Items Document, as attached to RPT 23-419.

ATTACHMENTS:

1. Action Items from City Council & Executive Committee (RPT 23-419)

Written by: Executive Committee



City of Prince Albert

RPT 23-419

TITLE: Action Items from City Council and Executive Committee

DATE: January 4, 2024

TO: Executive Committee

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the Action Items be updated as indicated in the Open Items document, as attached to RPT 23-419.

TOPIC & PURPOSE:

The purpose of this report is to provide an update to members of Council regarding all open action items initiated by members of City Council at either a City Council or Executive Committee meeting.

BACKGROUND:

The Council & Committee Action Item process was implemented by City Council on May 9, 2005, to ensure that action items resulting from a meeting motion derived at a City Council, Executive Committee or Budget Committee were completed as approved in a timely manner.

At the January 28, 2019 City Council meeting, the sixty (60) day standard due date was extended to ninety (90) days to assist Administration in allowing sufficient time to review, analyze, and collect relevant information to compile a comprehensive report for members of Council to consider and make a well informed decision.

PROPOSED APPROACH AND RATIONALE:

The City Clerk's Office has completed the semi-annual review of the open action items requested prior to December 11, 2023 and the attached document reflects all open action items with the current due date, along with any request to extend or close the item for review by members of Council.

As requested, Administration has continued to keep track of the number of requests made by members of Council for additional Administrative reports, and those numbers are outlined in the attached spreadsheet for review.

CONSULTATIONS:

Each Department has reviewed their open action items and if an extension or closure is required, has provided a response to the City Clerk’s Office for inclusion in the attached spreadsheet.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Following review by members of Council, the City Clerk’s Office will update the Action Items within the program.

The program will send a reminder for each item to the Department contact 21 days in advance of the item’s due date.

Administration will ensure that a continued commitment is made to complete the items within the standard due date timeline.

OTHER CONSIDERATIONS/IMPLICATIONS:

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

STRATEGIC PLAN:

The information contained in the report directly aligns with the City’s Strategic Priority of Delivering Professional Governance:

“Increase teamwork, trust, and communication between and amongst City Council and Administration.”

OFFICIAL COMMUNITY PLAN:

Section 4 – Decision Making outlines the following relevant goal:

Improve the quality of the City’s key stakeholder relationship and increase awareness of City programs and initiatives.

PUBLIC NOTICE:

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

PRESENTATION: Verbal by Terri Mercier, City Clerk

ATTACHMENTS:

1. Report Preparation Calendar
2. Reports Derived from Motions
3. Open Action Items - Community Services
4. Open Action Items - Corporate Services
5. Open Action Items - Financial Services
6. Open Action Items - Planning & Development Services
7. Open Action Items - Public Works

Written by: Terri Mercier, City Clerk

Approved by: City Manager

3 Week Administration Report Timeline

	Monday	Tuesday	Wednesday	Thursday	Friday
2 Weeks before Mtg				12:00 Noon – All Admin Reports for an upcoming mtg are to be provided to City Mgr to begin his review of reports.	City Mgr review and Dep't revisions if required.
Week before Mtg	City Mgr review and Dep't revisions if required.	<p>8:00 a.m. – City Mgr deadline to have all Admin reports for upcoming meeting to the City Clerk.</p> <p>City Clerk's Office reviews report for completeness of attachments, proper process & any additions required.</p> <p>City Clerk's Office prepares Agenda for Agenda Review Mtg.</p>	<p>Agenda Review Mtg to review reports.</p> <p>Admin revises or completes any report discussed at Agenda Review.</p>	<p>City Clerk's Office finalizes all reports and Agenda for placing on Website.</p> <p>Agenda is required to be placed on Website by 4:00 p.m.</p>	Members of Council Review Agenda
Week of Mtg	Meeting				

**2023 COUNCIL & EXECUTIVE MEETINGS
REQUEST FOR REPORTS DERIVED FROM MOTIONS**

City Council	23-Jan	13-Feb	6-Mar	27-Mar	24-Apr	15-May	12-Jun	10-Jul	8-Aug	5-Sep	25-Sep	16-Oct	6-Nov	27-Nov	11-Dec	Total Req. for Reports	Notice of Motions	Other
Mayor G. Dionne	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2	2	
Councillor C. Miller	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	1	
Councillor T. Lennox-Zepp	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1		1
Councillor T. Head	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	2	2	
Councillor D. Cody	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1		1
Councillor D. Ogrodnick	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	1	1
Councillor B. Edwards	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	2	2	
Councillor D. Kilmer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Councillor T. Zurakowski	0															0		
Councillor D. Solomon							0	0	0	0	0	0	0	0	0	0		
																11		
Total Admin Reports	9	22	11	15	15	15	17	9	16	17	7	7	8	5	15	188		

City Council Special	9-Jan	29-Mar	23-May	21-Aug	Total Req. for Reports
Mayor G. Dionne	0	0	0	0	0
Councillor C. Miller	0	0	0	0	0
Councillor T. Lennox-Zepp	0	0	0	0	0
Councillor T. Head	0	0	0	0	0
Councillor D. Cody	0	0	0	0	0
Councillor D. Ogrodnick	0	0	0	0	0
Councillor B. Edwards	0	0	0	0	0
Councillor D. Kilmer	0	0	0	0	0
Councillor T. Zurakowski	0				0
Councillor D. Solomon				0	0
					0
Total Admin Reports	1	3	1	1	6

Executive Comm	9-Jan	30-Jan	27-Feb	13-Mar	3-Apr	1-May	23-May	19-Jun	17-Jul	14-Aug	11-Sep	3-Oct	14-Nov	Total Req. for Reports
Mayor G. Dionne	0	0	0	0	0	0	0	0	0	1	0	0	0	1
Councillor C. Miller	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Councillor T. Lennox-Zepp	0	0	3	1	0	0	0	1	0	0	0	0	0	5
Councillor T. Head	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Councillor D. Cody	0	0	0	0	0	1	0	0	0	0	0	0	0	1
Councillor D. Ogrodnick	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Councillor B. Edwards	0	0	0	0	1	0	0	0	0	0	0	0	0	1
Councillor D. Kilmer	0	0	0	0	2	0	0	1	1	0	0	0	0	4
Councillor T. Zurakowski	0	0												0
Councillor D. Solomon							0	0	0	0	0	0	0	13
Total Admin Reports	8	9	5	9	9	9	4	5	11	8	10	2	4	93

Budget Comm.	16-Nov	17-Nov	18-Nov	29-Nov	30-Nov	Total Req. for Reports
Mayor G. Dionne	0	1	0	0	0	1
Councillor C. Miller	0	0	0	0	0	0
Councillor T. Lennox-Zepp	0	0	0	0	0	0
Councillor T. Head	0	0	1	0	0	1
Councillor D. Cody	0	0	0	1	0	1
Councillor D. Ogrodnick	0	0	0	0	0	0
Councillor B. Edwards	0	3	0	0	0	3
Councillor D. Kilmer	2	0	0	0	0	2
Councillor D. Solomon	0	0	0	0	0	0
						8

Open Action Items - Community Services

Ref No.	Mtg Date (M/D/Y)	Item Heading & Motion	Current Due Date	Proposed Due Date / Close	Update or Reason to Extend Due Date or Close
CS1	8/8/2023	<p>KINSMEN PARK DIAMOND IMPROVEMENTS</p> <p><i>That The City and Prince Albert Minor Softball Association recognize Ernie Marcotte with a Memorial at Kinsmen Park, with a further report provided to an upcoming City Council meeting outlining specifics of the recognition once finalized.</i></p>	11/8/2023	5/13/2024	Director advised that the Minor Softball Association is considering the options for the proposed Memorial.
CS2	6/19/2023	<p>DONATION OF FAMILY PASSES - PRINCE ALBERT SAFE SHELTER FOR WOMEN & CHILDREN</p> <p><i>That Administration provide a report on a proposed Policy to provide Recreation Facility Passes to vulnerable sector organizations.</i></p>	9/19/2023	1/22/2024	Director advised a report will be going forward to the January 22, 2024 City Council meeting.
CS3	9/26/2022	<p>MOTION – COUNCILLOR LENNOX-ZEPP – PARKS AND STREET NAMING POLICY CHANGES – GENDER EQUITY</p> <p><i>That Administration review the Parks Naming Policy and Street Naming Policy and bring forward language that enables diversity and gender equity to be a part of the naming selection process within the Policies.</i></p>	9/25/2023	1/22/2024	Director advised that the updated policy, which includes language that enables diversity and gender equity will be going forward to the January 22, 2024 City Council meeting.

Open Action Items - Corporate Services

Ref No.	Mtg Date (M/D/Y)	Item Heading & Motion	Current Due Date	Proposed Due Date / Close	Update or Reason to Extend Due Date or Close
COR1	7/15/2019	<p>2019 "WE'RE ALL EARS" CUSTOMER SERVICE REPORT</p> <p><i>That Administration conduct a comprehensive Customer Service Audit on The City every two (2) years to ensure the City is providing its residents with a high level of service and the results be forwarded to members of Council.</i></p> <p><u>Note:</u> Last update provided at the August 23, 2021 Executive Committee Meeting.</p>	11/14/2023	6/30/2023	<p>Director advised the new Call Centre will play a key role in delivering improved customer service. Corporate Services has met with the Call Centre to set customer service deliverables that can be audited and reported on. The intention is to bring forward a report in June that provides an audit of the customer service deliverables achieved by the Call Centre.</p>

Open Action Items - Financial Services

Ref No.	Mtg Date (M/D/Y)	Item Heading & Motion	Current Due Date	Proposed Due Date / Close	Update or Reason to Extend Due Date or Close
FS1	11/14/2023	<p>MOTION – COUNCILLOR HEAD – TOTAL COST OF THE CUPE 882 STRIKE</p> <p><i>1. That Administration provide up-to-date reporting on costs and savings for the Canadian Union of Public Employees Local No. 882 Strike; and,</i></p> <p><i>2. That Administration provide the total cost and savings of the Canadian Union of Public Employees Local No. 882 Strike, once concluded.</i></p>	1/16/2024	1/29/2024	Director advised a report will be prepared for the January 29, 2024 Executive Committee meeting.
FS2	3/13/2023	<p>IMPOSING LEVIES FOR THE YARD DISTRICT</p> <p><i>That Administration provide a report on options for consideration with respect to imposing levies for The Yard District.</i></p>	9/15/2023	Close	Director advised that this item should be closed as it will be dealt with through another report on taxation options following the 2025 Revaluation.
FS3	11/14/2022	<p>LEAD SERVICES REPLACEMENT PROGRAM</p> <p><i>That Administration proceed with developing an amended Water Services Bylaw to reflect the mandatory replacement of the privately-owned Lead Service Connections, with the cost of the private portion to be incurred by the property owner, with funding available through a City deferred payment plan.</i></p>	12/31/2023	6/30/2024	Director is requesting an extension to the deadline as further review is required.
FS4	8/16/2021	<p>PROJECT BUDGET MANAGEMENT POLICY</p> <p><i>That a report be provided to update members of Council regarding the Policy in one (1) year.</i></p>	12/31/2023	9/30/2024	Director advised that an update will tie in with the new budgeting software, Qestica.

Open Action Items - Planning and Development Services

Ref No.	Mtg Date (M/D/Y)	Item Heading & Motion	Current Due Date	Proposed Due Date / Close	Update or Reason to Extend Due Date or Close
PD1	11/14/2023	<p>TRUE COST OF PARKING</p> <p><i>That Administration prepare a report for consideration at an upcoming Executive Committee meeting with recommendations to increase revenues and improve efficiencies within Parking/Traffic Operations, based on RPT 23-403.</i></p>	2/14/2024	5/31/2024	The Departments of PW and PDS will be working closely together over the next 2-3 months to track usage of the City owned parking lots, while also tracking revenues, etc. This time is required to confidently make decisions on the final use of these parking lots. Once the data is compiled, a report will be prepared for either the April or May Executive Committee meeting with recommendations.
PD2	9/5/2023	<p>MARGO FOURNIER FACILITY NAMING</p> <p><i>That the Municipal Heritage Property Bylaw No. 57 of 1981 be amended to reflect the name change from the Prince Albert Arts Centre to the Margo Fournier Arts Centre.</i></p>	12/5/2023	Close	Director indicated that the renaming was intended to be honorary in nature so there is no requirement to make any amendments to the Heritage Bylaw at this time.
PD3	8/8/2023	<p>RESIDENTIAL CONCEPT PLAN – 2101 – 5TH AVENUE WEST</p> <p><i>1. That Administration be authorized to organize a public meeting for the Residential Concept Plan submitted by Miller Contracting Ltd. for 2101 – 5th Avenue West, legally described as Lot 21, Block 2, Plan No. 99PA10819, Extension 1; and,</i></p> <p><i>2. That the feedback from the public meeting be forwarded to an upcoming Executive Committee for consideration.</i></p>	11/8/2023	3/30/2024	Director advised that the department is currently working with Miller Contracting Ltd. who is providing further material so that we are able to hold the meeting. Meeting is expected to be hosted in Q1, 2024.
PD4	8/23/2021	<p>LAND MANAGEMENT AND LAND DEVELOPMENT POLICIES</p> <p><i>That the comments shared by the Planning Advisory Committee regarding the Land Development Policy and the Land Management Policy be included in a future report for consideration at an upcoming City Council meeting.</i></p>	10/23/2023	9/30/2024	Director advised that this matter is part of the Planning & Development Services 2024 Work Plan. The Planning Manager will be bringing multiple reports to Executive/Council for consideration.

Open Action Items - Public Works

Ref No.	Mtg Date (M/D/Y)	Item Heading & Motion	Current Due Date	Proposed Due Date / Close	Update or Reason to Extend Due Date or Close
PW1	9/11/2023	<p>15TH AVE E/MARQUIS ROAD PEDESTRIAN CROSSING</p> <p><i>That following the Sign and Sightline Improvements, a Pedestrian Safety Study be completed for the intersection of 15th Avenue East and Marquis Road and forwarded to an upcoming City Council meeting for consideration.</i></p>	12/11/2023	6/30/2024	Department advised that an update would be provided in the Spring of 2024 to assess the sign and sightline improvements at this intersection.
PW2	8/14/2023	<p>PARA BUS TENDER 33/23</p> <p><i>That CORR 23-60 be received and referred to the Public Works Department for review and report.</i></p>	11/14/2023	4/30/2024	Department advised that a Report regarding the request from Community Service Centre to utilize the existing para transit bus will be considered with review of the City's bus fleet and further communications with CSC.
PW3	11/30/2022	<p>15TH STREET SEWER TRUCK MAIN CLEANING</p> <p><i>Please ensure that the requested report regarding a plan to deal with the 15th Street Sewer Truck Main Cleaning, subject to consultation with the City Manager and the Finance Department, is forwarded for consideration at an upcoming meeting.</i></p>	11/30/2023	Close	Public Works, though a restructure has consolidated the Water and Sewer, Water Treatment Plant and Waste Water Treatment Plant divisions under one Senior Manager. A significant reason for the change, included the need to better prioritize limited Utility Expenditures by need. The Department will review all utility expenditure priorities going forward, including the Sewer Trunk Main Cleaning as the department consolidates the operations of all three divisions and their expenditures.

Open Action Items - Public Works

Ref No.	Mtg Date (M/D/Y)	Item Heading & Motion	Current Due Date	Proposed Due Date / Close	Update or Reason to Extend Due Date or Close
PW4	11/28/2022	<p>OPTIONS TO REDUCE SNOW DRIFTING</p> <p><i>That Administration consider the need for snow fences and other options to reduce snow drifting along Marquis Road, River Street from 15th Avenue East to 8th Avenue West and other areas in the City.</i></p>	11/15/2023	7/15/2024	Public Works has reviewed a number of options to address and manage snow drifting along a number of known roadways through the City, however, due to various reasons, was unable to compile a report or comprehensive plan. Given the nature of the winter experienced so far, Public Works is requesting an extension. Through any subsequent snowfalls this season, the Roadways Division will monitor known areas that present challenges with snow drifting in order to provide road access to residents in those areas in a timely manner.
PW5	11/7/2022	<p>TRAFFIC CALMING POLICY</p> <p><i>That the Public Works Department review and update the Traffic Calming Policy for consideration at an upcoming meeting by July 31, 2023.</i></p>	9/30/2023	1/29/2024	Department advised that consideration of the Policy and Program will be forwarded to the January 29th Executive Committee meeting.
PW6	5/3/2021	<p>CAPITAL PAVING & UTILITY INFRASTRUCTURE REPLACEMENT PROGRAM WORK PLAN</p> <p><i>That Administration provide annually, to the City Council meeting following April 15, a report on the intended Work Plan for the Capital Paving and Utility Infrastructure</i></p> <p><u>Last Update:</u> April 24, 2023</p>	4/15/2024		



RPT 24-24

TITLE: Correspondence from Mike Henry re Councillor-CUPE conflicts

DATE: January 15, 2024

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the City Solicitor be directed to respond to the correspondence of Mr. Mike Henry dated October 26, 2023 incorporating summarized information that is relevant to Mr. Henry's inquiries drawn from the privileged and confidential legal reporting provided by the independent law firm of Brownlee LLP.

TOPIC & PURPOSE:

The purpose of this Report is to bring back before Council for response or direction Mr. Henry's correspondence previously considered and directed by Council to an *incamera* discussion of legal issues the correspondence raised concerning elected councillor conflicts of interest in the context of collective bargaining and labour action involving CUPE Local 882.

BACKGROUND:

At the November 6, 2023 City Council meeting, the following motion from Councillor Lennox-Zepp was placed on the Agenda for consideration during the Motions section:

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

In addition, correspondence from a local businessman, Mr. Mike Henry, was also placed on the Agenda for consideration at that meeting. The correspondence raised legal concerns as to whether a conflict of interest exists between certain members of Council having employment or spousal employment relationships with CUPE unions in the City workplace.

City Council, at the onset of the meeting, directed that both the Motion from Councillor Lennox-Zepp and the correspondence from Mr. Henry would be appropriately considered at an *incamera* portion of the meeting to be held prior to the adjournment.

The City has since received a privileged and confidential legal opinion from Brownlee LLP, a law firm at arms' length from the City with expertise in municipal legal services, within which there is information from which certain questions raised by Mr. Henry's correspondence can be answered, as follows:

- Those members of City Council with direct employment or spousal employment relationships with CUPE unions in the City's workplace are in a conflict of interest in circumstances where Administration is bringing forward matters involving information, motions, discussion, deliberation, debate and/or voting on collective bargaining negotiations.
- Those members of City Council with direct employment or spousal employment relationships with CUPE unions in the City's workplace should not be advocating union positions in City Council or Executive Committee meetings on collective bargaining or union negotiations.
- On all matters involving collective bargaining with CUPE unions, those members of City Council with direct employment or spousal employment relationships with CUPE unions in the City's workplace are legally required to declare their own conflict of interest, and to remove themselves from Council Chambers and all such Council and Executive Committee discussion and involvement.
- Where those members of Council do not declare their conflict and choose to participate in or attempt to influence City officials on matters involving collective bargaining with CUPE unions in the workplace, such conduct contravenes *The Cities Act*, in particular sections 117, 117.1 and 117.2.
- Where Councillors contravene sections 117, 117.1 or 117.2 of *The Cities Act*, they are:
 - disqualified from Council [section 120(1)(e)(ii)];
 - legally required to immediately resign from Council [ss. 121(1)];
 - not eligible to be elected to any municipal Council for 12 years [ss.120(2)].
- While the responsibility to avoid conflicts of interests rests with each individual Councillor themselves, when Councillors do not do so, the rest of City Council has the legislated authority, out of concern for the integrity of Council's process, or to protect the interests of the City, its residents and its taxpayers, to:
 - Declare the Councillors' offices to be vacant [ss.121(2)(a)]; or
 - Apply to the Court for determination of whether the Councillor is disqualified [ss.121(2)(b)]. Any voter can also make such an application to the Court.

PROPOSED APPROACH AND RATIONALE:

Council has opportunity to provide a response to Mr. Henry's correspondence as recommended above.

CONSULTATIONS: N/A

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Following consideration of this report, Administration will proceed as directed by Council. If the recommendation is adopted by Council, the City Solicitor will prepare correspondence responding to Mr. Henry.

POLICY IMPLICATIONS:

Part VIII of *The Cities Act* addresses conflict of interest in members of Council.

FINANCIAL IMPLICATIONS: N/A**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no Official Community Plan, Privacy Implications. Council could direct the correspondence be received and filed, however Mr. Henry has requested a response.

PUBLIC NOTICE:

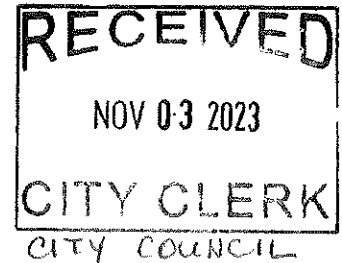
Public Notice pursuant to the Public Notice Bylaw No. 24 of 2015 is not required.

ATTACHMENTS:

1. Mr. Mike Henry's correspondence dated October 26, 2023.
2. Sections 117, 117.1, 117.2, 120, 121 and 122 of *The Cities Act*.

Written by: Mitchell J. Holash, K.C., City Solicitor

Approved by: City Manager



October 26, 2023

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

Dear Members of Council and City Manager:

Questions concerning Council's involvement on CUPE strike matters

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

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

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

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

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

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

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

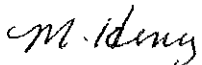
What is also of concern is the observation that when this Councillor is now rising in Council meetings to champion CUPE's position, without declaring a conflict, it seems to be on occasions coordinated with CUPE members who show up in large numbers at the public meeting to support her comments and position.

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

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

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

Sincerely,



Mike Henry
1126 Central Ave
P.A. SK S6V4V6

The Cities Act

being

Chapter C-11.1* of *the Statutes of Saskatchewan, 2002* (effective January 1, 2003) as amended by the *Statutes of Saskatchewan, 2003, c.18; 2004, c.L-16.1, T-18.1, 53 and 54; 2005, c.M-36.1 and 42; 2006, c.4 and 18; 2007, c.P-13.2, 17, 20 and 30; 2009, c.23; 2010, c.E-9.22, c.3 and c.5; 2011, c.9; 2012, c.22; 2013, c.R-9.11, c.6 and 27; 2014, c.A-3.1 and c.19; 2015, c.A-26.11, c.G-5.101, c.L-30.11, c.21 and 30; 2017, c.E-4.01; 2018, c.V-3.2 and c.42; 2020, c.30; 2021, c.6 and c.19; and 2022, c.26.*

***NOTE:** Pursuant to subsection 33(1) of *The Interpretation Act, 1995*, the Consequential Amendment sections, schedules and/or tables within this Act have been removed. Upon coming into force, the consequential amendments contained in those sections became part of the enactment(s) that they amend, and have thereby been incorporated into the corresponding Acts. Please refer to the Separate Chapter to obtain consequential amendment details and specifics.

NOTE:

This consolidation is not official and is subject to House amendments and Law Clerk and Parliamentary Counsel changes to Separate Chapters that may be incorporated up until the publication of the annual bound volume. Amendments have been incorporated for convenience of reference and the official Statutes and Regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the official Statutes and Regulations, errors that may have appeared are reproduced in this consolidation.

Declaration of conflict of interest

117(1) If a member of council has a conflict of interest in a matter before the council, a council committee, a controlled corporation or other body, the member shall, if present:

- (a) before any consideration or discussion of the matter, declare that he or she has a conflict of interest;
 - (b) disclose the general nature of the conflict of interest and any material details that could reasonably be perceived to affect the member's impartiality in the exercise of his or her office;
 - (c) abstain from voting on any question, decision, recommendation or other action to be taken relating to the matter;
 - (d) subject to subsection (4), refrain from participating in any discussion relating to the matter; and
 - (e) subject to subsections (3) and (4), leave the room in which the meeting is being held until discussion and voting on the matter are concluded.
- (2) No member of a council shall attempt in any way, whether before, during or after the meeting, to influence the discussion or voting on any question, decision, recommendation or other action to be taken involving a matter in which the member of council has a conflict of interest.
- (3) If the matter with respect to which a member of council has a conflict of interest is the payment of an account for which funds have previously been committed and the payment is the amount previously approved, the member shall comply with clauses (1)(a) to (d), but it is not necessary for the member to leave the room.
- (4) If the matter with respect to which a member of council has a conflict of interest is a question on which, pursuant to this Act or another enactment, the member, as a taxpayer, a voter or an owner, has a right to be heard by the council:
- (a) the member shall leave his or her place at the council table, but is not required to leave the room; and
 - (b) the member may exercise a right to be heard in the same manner as a person who is not a member of the council.
- (5) Every declaration of a conflict of interest made pursuant to subsection (1) and the general nature and material details of the declaration and any abstention or withdrawal must be recorded in the minutes of the meeting.
- (6) On a declaration in accordance with clause (1)(a), the person presiding at the meeting with respect to the matter shall ensure that the other requirements of this section are followed with respect to the member of council.

2002, c.C-11.1, s.117; 2015, c.30, s.2-15; 2020, c.30, s.2-28.

Absence from meeting and ongoing disclosure

117.1(1) If a conflict of interest in a matter has not been disclosed as required by section 117 due to the absence of the member of council from the meeting mentioned in that section, the member shall:

- (a) disclose the conflict of interest at the next meeting of the council, council committee, controlled corporation or other body that the member attends; and
- (b) otherwise comply with the requirements of that section.

(2) A member of council who has disclosed a conflict of interest as required by subsection (1) shall:

- (a) declare and disclose the conflict of interest at every meeting of the council, council committee, controlled corporation or other body at which the member is present and the matter is discussed or considered; and
- (b) comply with section 117.

2015, c.30, s.2-16.

Restrictions on influence and use of office

117.2 A member of council shall not use his or her office to seek to influence a decision made by another person to further the member of council's private interests or to improperly further another person's private interests.

2015, c.30, s.2-16; 2020, c.30, s.2-29.

Effect of conflict of interest on resolutions or bylaws

118(1) Subject to subsection (2), if a contravention of section 117 occurs at a meeting to which that section applies, the proceedings related to the matter are not invalidated, but the council or other body may, within three years after the day on which a bylaw or resolution was passed or a decision was made, declare the bylaw, resolution or decision to be void.

(2) Subsection (1) does not apply to a development appeals board or a planning commission established pursuant to *The Planning and Development Act, 2007*.

2002, c.C-11.1, s.118; 2007, c.P-13.2, s.258.

Effect of conflict of interest on quorum

119(1) Any member of a council who declares a conflict of interest pursuant to section 117 is not to be counted for the purpose of determining whether a quorum of the council is present when the question or matter is put to a vote.

(2) If the number of members of council declaring a conflict of interest on a matter pursuant to section 117 results in a loss of quorum at a meeting with respect to the question or matter, the remaining number of members is deemed to be a quorum for that question or matter, unless that number is less than two.

(3) If all, or all but one, of the members of a council have declared a conflict of interest in a matter pursuant to section 117, the council may, by resolution, apply without notice to a judge of the court for an order authorizing the council to give consideration to, discuss and vote on that question or matter.

(4) On an application brought pursuant to subsection (3), the judge may issue an order declaring that section 117 does not apply to all or any of the members of the council with respect to the question or matter in relation to which the application is brought.

(5) If a judge issues an order pursuant to subsection (4), the council may give consideration to, discuss and vote on the question or matter as if those members had no conflict of interest in the question or matter, subject to any conditions and directions that the judge may state in the order.

2002, c.C-11.1, s.119; 2015, c.30, s.2-17; 2018, c42, s.65.

PART VIII Disqualification of Members of Council

Reasons for disqualification

120(1) A member of council is disqualified from council if the member:

- (a) when nominated, was not eligible for nomination or election as a candidate pursuant to *The Local Government Election Act, 2015*;
- (b) ceases to be eligible for nomination or election or to hold office pursuant to *The Local Government Election Act, 2015* or any other Act;
- (c) is absent from all regular council meetings held during any period of 3 consecutive months during which at least 2 meetings of the council have been held, starting with the date that the first meeting is missed, unless the absence is authorized by:
 - (i) a resolution of council; or
 - (ii) a leave of absence policy adopted by council;
- (d) is convicted while in office:
 - (i) of an offence punishable by imprisonment for five years or more; or
 - (ii) of an offence pursuant to section 123, 124 or 125 of the *Criminal Code*;
- (e) contravenes:
 - (i) a bylaw passed pursuant to section 34 of *The Local Government Election Act, 2015*;
 - (ii) section 116 or 117 of this Act;
 - (iii) subsection 87.1(2); or
 - (iv) subsection 162(5);

- (f) ceases to reside in the city;
 - (g) is determined to have made a false statement or declaration in the nomination paper filed in accordance with *The Local Government Election Act, 2015*; or
 - (h) is removed from office by the minister or by the Lieutenant Governor in Council pursuant to section 356 or 358.1, as the case may be, unless the order directs that the person is not disqualified.
- (2) A member of council who is disqualified from council pursuant to this section is not eligible to be nominated or elected in an election in any municipality until the earlier of:
- (a) 12 years following the date of the disqualification; and
 - (b) the date of any pardon obtained with respect to a disqualification pursuant to a conviction pursuant to clause (1)(d).

2002, c.C-11.1, s.120; 2015, c.30, s.2-18; 2015, c.L-30.11, s.188 and s.193; 2020, c.30, s.2-30.

Enforcement of disqualification

121(1) A member of council who is disqualified must resign immediately.

(2) If a member of council who is disqualified does not resign as required by subsection (1):

- (a) the council may, by resolution, declare the person's office vacant; or
- (b) the council or a voter may apply to a judge of the court in the prescribed manner for:
 - (i) an order determining whether the person was never qualified to be or has ceased to be qualified to remain a member of council; or
 - (ii) an order declaring the person to be disqualified from council.

(2.1) The person whose office has been declared vacant pursuant to clause (2)(a) may, within 10 business days after the passing of the resolution by council, appeal the resolution to a judge of the court in the prescribed manner.

(2.2) After hearing an application pursuant to subsection (2.1) and any evidence, either oral or by affidavit, that is required, the judge of the court may:

- (a) confirm the disqualification resolution; or
- (b) set aside the disqualification resolution.

(3) A voter who applies to the court shall:

- (a) file an affidavit showing reasonable grounds for believing that the person who is the subject of the application never was or has ceased to be qualified as a member of council; and
- (b) pay into court the sum of \$500 as security for costs.

- (4) An application pursuant to this section must be made within three years after the date the disqualification is alleged to have occurred.
- (5) An application pursuant to this section may be started or continued whether or not:
- (a) an election has been held between the time the disqualification is alleged to have occurred and the time the application is or was commenced; and
 - (b) the person with respect to whom the application is being brought:
 - (i) resigns before or after the election;
 - (ii) was re-elected in the election;
 - (iii) was not re-elected or did not run in the election; or
 - (iv) has completed a term of office.
- (6) After hearing an application pursuant to clause (2)(b) and any evidence, either oral or by affidavit, that is required, the judge may:
- (a) declare the person to be disqualified and a position on council to be vacant;
 - (b) declare the person able to remain a member of council;
 - (b.1) declare the person eligible to be nominated in the next election; or
 - (c) dismiss the application.
- (7) If a judge declares a person disqualified because of a failure to disclose a conflict of interest contrary to section 117 and the judge finds that the contravention has resulted in personal financial gain, the judge may require the person to pay an amount equal to the amount of that gain to:
- (a) the city; or
 - (b) any person who, in the judge's opinion, is appropriate.

2002, c.C-11.1, s.121; 2015, c.30, s.2-19; 2020, c.30, s.2-31.

Inadvertence or honest mistake

122 A judge who hears an application pursuant to section 121 and finds that the person is disqualified shall dismiss the application if the judge is of the opinion that the disqualification arose through inadvertence or by reason of an honest mistake.

2002, c.C-11.1, s.122.



City of Prince Albert

RPT 24-25

TITLE: Councillor Conflict of Interest: Council Response Options

DATE: January 15, 2024

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

Executive Committee has referred this matter to City Council for a Resolution:

THAT legal counsel be instructed to apply to the Court of King's Bench pursuant to section 121(2)(b) of *The Cities Act* to have determined or declared whether Councillor Lennox-Zepp and/or Councillor Head, or either of them, have ceased to be qualified to remain a member of Prince Albert City Council as a result of their participations in matters before City Council and/or Executive Committee involving issues between the City and its CUPE union locals, in contravention of sections 117, 117.1 and/or 117.2 of *The Cities Act*.

TOPIC & PURPOSE:

The purpose of this Report is to bring forward for Council's consideration its legal authority and response in circumstances where it is understood that individual Councillors have not conducted themselves according to their legal obligations in regard to conflicts of interest arising in the context of the business of the City and its elected Council.

BACKGROUND:

These issues for consideration have arisen in the recent context of matters brought before Executive Committee and City Council involving the City's collective bargaining with CUPE Local 882. Questions as to the appropriateness of City Councillors initiating and/or involving themselves in collective bargaining issues in the face of direct and spousal employment relationships with CUPE were raised by way of correspondence from a member of the public, and in discussion in Council and Executive Committee meetings.

The City has since received a privileged and confidential legal opinion from Brownlee LLP, a law firm at arms' length from the City with expertise in municipal legal services, within which there is information answering certain questions raised in the correspondence from the member of the public, as follows:

- Those members of City Council with direct employment or spousal employment relationships with CUPE unions in the City's workplace (Councillor Lennox-Zepp and Councillor Head) are in a conflict of interest in circumstances where Administration is bringing forward matters involving information, motions, discussion, deliberation, debate and/or voting on collective bargaining negotiations.
- Those members of City Council with direct employment or spousal employment relationships with CUPE unions in the City's workplace (Councillor Lennox-Zepp and Councillor Head) should not be advocating union positions in City Council or Executive Committee meetings on collective bargaining or union negotiations.
- On all matters involving collective bargaining with CUPE unions, those members of City Council with direct employment or spousal employment relationships with CUPE unions in the City's workplace (Councillor Lennox-Zepp and Councillor Head) are legally required to declare their own conflict of interest, and to remove themselves from Council Chambers and all such Council and Executive Committee discussion and involvement.
- Where those members of Council do not declare their conflict and choose to participate in or attempt to influence City officials on matters involving collective bargaining with CUPE unions in the workplace, such conduct contravenes *The Cities Act*, in particular sections 117, 117.1 and 117.2.
- Where Councillors contravene sections 117, 117.1 or 117.2 of *The Cities Act*, they are:
 - disqualified from Council [section 120(1)(e)(ii)];
 - legally required to immediately resign from Council [ss. 121(1)];
 - not eligible to be elected to any municipal Council for 12 years [ss.120(2)].
- While the responsibility to avoid conflicts of interest rests with each individual Councillor themselves, when Councillors contravene the legislation, the rest of City Council has the legislated authority, out of concern for the integrity of Council's process, or to protect the interests of the City, its residents and its taxpayers, to:
 - Declare the Councillors' offices to be vacant [ss.121(2)(a)]; or
 - Apply to the Court for determination of whether the Councillor is disqualified [ss.121(2)(b)]. Any voter can also make such an application to the Court.

Deliberations of this information have led to the City Clerk documenting, in consultation with Councillor Lennox-Zepp and Councillor Head, the history of conflict declarations versus non-declarations made by them, and the involvement and participation each has had during their current term in office on matters related to CUPE union collective bargaining.

It has been confirmed that each of the Councillors have participated, without declaration of conflict of interest, at times on specific CUPE union collective bargaining matters. As well, each of the Councillors have at times declared conflicts of interest and excused themselves from participating in other collective bargaining issues before Council and/or Executive Committee.

COUNCIL OPTIONS:

In considering Council's appropriate response to this information, Council can consider: whether there may be concern for, or a loss of public confidence in, the integrity of Council's function and process as a result of the undeclared conflicts; whether the Councillors' conduct is contrary to the interests of citizens and taxpayers of Prince Albert that Councillors are elected to serve; and whether (per s.122 of *The Cities Act*), the conduct was consciously undertaken or was undertaken inadvertently or by honest mistake.

The Cities Act affords Council legal authority to respond to the conduct in a number of ways, including:

1. **Councillor Resignation:** Defer the matter to the legislated responsibility of the affected Councillor(s) to themselves resign as section 121(1) requires a Councillor to do in such circumstances; and/or invite the Councillor(s) to so resign; or
2. **Voter referral to Court:** Leave the matter for a voter to refer to the Court of King's Bench for determination under section 121(2)(b) of whether there has been an undeclared conflict of interest, and to determine whether the consequences under section 120(2)(a) apply; or
3. **Council Declare Councillor(s)' office(s) vacant:** Pursuant to section 121(2)(a), City Council may by Resolution declare the Councillor(s)' office(s) vacant.
4. **Council referral to Court:** Pursuant to section 121(2)(b), City Council may instruct legal counsel to apply to the Court of King's Bench to determine or declare that a Councillor(s) has ceased to be qualified to serve as an elected councillor by reason of the undeclared conflict; or
5. **No action:** City Council may decide to take no action at this time, in that its section 121 options are permissive, not mandatory of Council; or
6. **Council Commit to Standard for Future Enforcement:** City Council could decide to take no action at this time, but establish by Resolution the circumstances on which Council would in future exercise enforcement options under #3 or #4 above (eg) if any further undeclared conflicts relating to the affected Councillors should arise in future.

Executive Committee has referred the issue to Council for a Resolution pursuant to the Option referenced as #4 under section 121(2)(b) of *The Cities Act*.

PUBLIC NOTICE:

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

ATTACHMENTS:

1. Sections 117, 117.1, 117.2, 120, 121 and 122 of The Cities Act.

Written by: Mitchell J. Holash, K.C., City Solicitor

Approved by: City Manager

The Cities Act

being

Chapter C-11.1* of *the Statutes of Saskatchewan, 2002* (effective January 1, 2003) as amended by the *Statutes of Saskatchewan, 2003, c.18; 2004, c.L-16.1, T-18.1, 53 and 54; 2005, c.M-36.1 and 42; 2006, c.4 and 18; 2007, c.P-13.2, 17, 20 and 30; 2009, c.23; 2010, c.E-9.22, c.3 and c.5; 2011, c.9; 2012, c.22; 2013, c.R-9.11, c.6 and 27; 2014, c.A-3.1 and c.19; 2015, c.A-26.11, c.G-5.101, c.L-30.11, c.21 and 30; 2017, c.E-4.01; 2018, c.V-3.2 and c.42; 2020, c.30; 2021, c.6 and c.19; and 2022, c.26.*

***NOTE:** Pursuant to subsection 33(1) of *The Interpretation Act, 1995*, the Consequential Amendment sections, schedules and/or tables within this Act have been removed. Upon coming into force, the consequential amendments contained in those sections became part of the enactment(s) that they amend, and have thereby been incorporated into the corresponding Acts. Please refer to the Separate Chapter to obtain consequential amendment details and specifics.

NOTE:

This consolidation is not official and is subject to House amendments and Law Clerk and Parliamentary Counsel changes to Separate Chapters that may be incorporated up until the publication of the annual bound volume. Amendments have been incorporated for convenience of reference and the official Statutes and Regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the official Statutes and Regulations, errors that may have appeared are reproduced in this consolidation.

Declaration of conflict of interest

117(1) If a member of council has a conflict of interest in a matter before the council, a council committee, a controlled corporation or other body, the member shall, if present:

- (a) before any consideration or discussion of the matter, declare that he or she has a conflict of interest;
 - (b) disclose the general nature of the conflict of interest and any material details that could reasonably be perceived to affect the member's impartiality in the exercise of his or her office;
 - (c) abstain from voting on any question, decision, recommendation or other action to be taken relating to the matter;
 - (d) subject to subsection (4), refrain from participating in any discussion relating to the matter; and
 - (e) subject to subsections (3) and (4), leave the room in which the meeting is being held until discussion and voting on the matter are concluded.
- (2) No member of a council shall attempt in any way, whether before, during or after the meeting, to influence the discussion or voting on any question, decision, recommendation or other action to be taken involving a matter in which the member of council has a conflict of interest.
- (3) If the matter with respect to which a member of council has a conflict of interest is the payment of an account for which funds have previously been committed and the payment is the amount previously approved, the member shall comply with clauses (1)(a) to (d), but it is not necessary for the member to leave the room.
- (4) If the matter with respect to which a member of council has a conflict of interest is a question on which, pursuant to this Act or another enactment, the member, as a taxpayer, a voter or an owner, has a right to be heard by the council:
- (a) the member shall leave his or her place at the council table, but is not required to leave the room; and
 - (b) the member may exercise a right to be heard in the same manner as a person who is not a member of the council.
- (5) Every declaration of a conflict of interest made pursuant to subsection (1) and the general nature and material details of the declaration and any abstention or withdrawal must be recorded in the minutes of the meeting.
- (6) On a declaration in accordance with clause (1)(a), the person presiding at the meeting with respect to the matter shall ensure that the other requirements of this section are followed with respect to the member of council.

2002, c.C-11.1, s.117; 2015, c.30, s.2-15; 2020, c.30, s.2-28.

Absence from meeting and ongoing disclosure

117.1(1) If a conflict of interest in a matter has not been disclosed as required by section 117 due to the absence of the member of council from the meeting mentioned in that section, the member shall:

- (a) disclose the conflict of interest at the next meeting of the council, council committee, controlled corporation or other body that the member attends; and
- (b) otherwise comply with the requirements of that section.

(2) A member of council who has disclosed a conflict of interest as required by subsection (1) shall:

- (a) declare and disclose the conflict of interest at every meeting of the council, council committee, controlled corporation or other body at which the member is present and the matter is discussed or considered; and
- (b) comply with section 117.

2015, c.30, s.2-16.

Restrictions on influence and use of office

117.2 A member of council shall not use his or her office to seek to influence a decision made by another person to further the member of council's private interests or to improperly further another person's private interests.

2015, c.30, s.2-16; 2020, c.30, s.2-29.

Effect of conflict of interest on resolutions or bylaws

118(1) Subject to subsection (2), if a contravention of section 117 occurs at a meeting to which that section applies, the proceedings related to the matter are not invalidated, but the council or other body may, within three years after the day on which a bylaw or resolution was passed or a decision was made, declare the bylaw, resolution or decision to be void.

(2) Subsection (1) does not apply to a development appeals board or a planning commission established pursuant to *The Planning and Development Act, 2007*.

2002, c.C-11.1, s.118; 2007, c.P-13.2, s.258.

Effect of conflict of interest on quorum

119(1) Any member of a council who declares a conflict of interest pursuant to section 117 is not to be counted for the purpose of determining whether a quorum of the council is present when the question or matter is put to a vote.

(2) If the number of members of council declaring a conflict of interest on a matter pursuant to section 117 results in a loss of quorum at a meeting with respect to the question or matter, the remaining number of members is deemed to be a quorum for that question or matter, unless that number is less than two.

(3) If all, or all but one, of the members of a council have declared a conflict of interest in a matter pursuant to section 117, the council may, by resolution, apply without notice to a judge of the court for an order authorizing the council to give consideration to, discuss and vote on that question or matter.

(4) On an application brought pursuant to subsection (3), the judge may issue an order declaring that section 117 does not apply to all or any of the members of the council with respect to the question or matter in relation to which the application is brought.

(5) If a judge issues an order pursuant to subsection (4), the council may give consideration to, discuss and vote on the question or matter as if those members had no conflict of interest in the question or matter, subject to any conditions and directions that the judge may state in the order.

2002, c.C-11.1, s.119; 2015, c.30, s.2-17; 2018, c42, s.65.

PART VIII Disqualification of Members of Council

Reasons for disqualification

120(1) A member of council is disqualified from council if the member:

- (a) when nominated, was not eligible for nomination or election as a candidate pursuant to *The Local Government Election Act, 2015*;
- (b) ceases to be eligible for nomination or election or to hold office pursuant to *The Local Government Election Act, 2015* or any other Act;
- (c) is absent from all regular council meetings held during any period of 3 consecutive months during which at least 2 meetings of the council have been held, starting with the date that the first meeting is missed, unless the absence is authorized by:
 - (i) a resolution of council; or
 - (ii) a leave of absence policy adopted by council;
- (d) is convicted while in office:
 - (i) of an offence punishable by imprisonment for five years or more; or
 - (ii) of an offence pursuant to section 123, 124 or 125 of the *Criminal Code*;
- (e) contravenes:
 - (i) a bylaw passed pursuant to section 34 of *The Local Government Election Act, 2015*;
 - (ii) section 116 or 117 of this Act;
 - (iii) subsection 87.1(2); or
 - (iv) subsection 162(5);

- (f) ceases to reside in the city;
 - (g) is determined to have made a false statement or declaration in the nomination paper filed in accordance with *The Local Government Election Act, 2015*; or
 - (h) is removed from office by the minister or by the Lieutenant Governor in Council pursuant to section 356 or 358.1, as the case may be, unless the order directs that the person is not disqualified.
- (2) A member of council who is disqualified from council pursuant to this section is not eligible to be nominated or elected in an election in any municipality until the earlier of:
- (a) 12 years following the date of the disqualification; and
 - (b) the date of any pardon obtained with respect to a disqualification pursuant to a conviction pursuant to clause (1)(d).

2002, c.C-11.1, s.120; 2015, c.30, s.2-18; 2015, c.L-30.11, s.188 and s.193; 2020, c.30, s.2-30.

Enforcement of disqualification

121(1) A member of council who is disqualified must resign immediately.

(2) If a member of council who is disqualified does not resign as required by subsection (1):

- (a) the council may, by resolution, declare the person's office vacant; or
- (b) the council or a voter may apply to a judge of the court in the prescribed manner for:
 - (i) an order determining whether the person was never qualified to be or has ceased to be qualified to remain a member of council; or
 - (ii) an order declaring the person to be disqualified from council.

(2.1) The person whose office has been declared vacant pursuant to clause (2)(a) may, within 10 business days after the passing of the resolution by council, appeal the resolution to a judge of the court in the prescribed manner.

(2.2) After hearing an application pursuant to subsection (2.1) and any evidence, either oral or by affidavit, that is required, the judge of the court may:

- (a) confirm the disqualification resolution; or
- (b) set aside the disqualification resolution.

(3) A voter who applies to the court shall:

- (a) file an affidavit showing reasonable grounds for believing that the person who is the subject of the application never was or has ceased to be qualified as a member of council; and
- (b) pay into court the sum of \$500 as security for costs.

- (4) An application pursuant to this section must be made within three years after the date the disqualification is alleged to have occurred.
- (5) An application pursuant to this section may be started or continued whether or not:
- (a) an election has been held between the time the disqualification is alleged to have occurred and the time the application is or was commenced; and
 - (b) the person with respect to whom the application is being brought:
 - (i) resigns before or after the election;
 - (ii) was re-elected in the election;
 - (iii) was not re-elected or did not run in the election; or
 - (iv) has completed a term of office.
- (6) After hearing an application pursuant to clause (2)(b) and any evidence, either oral or by affidavit, that is required, the judge may:
- (a) declare the person to be disqualified and a position on council to be vacant;
 - (b) declare the person able to remain a member of council;
 - (b.1) declare the person eligible to be nominated in the next election; or
 - (c) dismiss the application.
- (7) If a judge declares a person disqualified because of a failure to disclose a conflict of interest contrary to section 117 and the judge finds that the contravention has resulted in personal financial gain, the judge may require the person to pay an amount equal to the amount of that gain to:
- (a) the city; or
 - (b) any person who, in the judge's opinion, is appropriate.

2002, c.C-11.1, s.121; 2015, c.30, s.2-19; 2020, c.30, s.2-31.

Inadvertence or honest mistake

122 A judge who hears an application pursuant to section 121 and finds that the person is disqualified shall dismiss the application if the judge is of the opinion that the disqualification arose through inadvertence or by reason of an honest mistake.

2002, c.C-11.1, s.122.



City of
Prince Albert

MOT 23-15

MOTION:

“That Administration provide a report regarding the feasibility of installing recycle bins at Rotary Adventure Park Playground.”

Written by: Councillor Lennox-Zepp



City of
Prince Albert

INQ 24-1

MOTION:

Be received as information and filed.

ATTACHMENTS:

1. December 11, 2023 City Council Inquiry Responses

Written by: Sherry Person, City Manager

To: City Council
From: City Manager

December 11, 2023 - City Council Inquiries

Councillor	Inquiry #	Inquiry	Dep't Sent to	Date Responded	Response
Councillor Kilmer	INQ#23-29	Is it possible to report the total cost broken down into categories of total work done on 5th Avenue East from 24th Street to 28th Street East? As well, can a time frame of developing/planning that work be provided, from when it began to when it was completed?	Public Works	N/A	A response will be provided for the February 12, 2024 City Council meeting.



City of Prince Albert

MOT 23-17

MOTION:

“That the Mayor’s Office prepare a letter to both the Provincial Saskatchewan Party and the Federal Liberal Party to have an in-person meeting with all members of Council, Grand Chief Brian Hardlotte of Prince Albert Grand Council and Sherry McLennan of the Métis Nation of Saskatchewan, to discuss the following important matters in relation to crime, homelessness and social issues in The City of Prince Albert:

- The financial impacts and the overall well-being of The City including crime statistics due to increasing homelessness, crime and other social issues occurring in our city;
- The urgent need for support over these issues which must be addressed;
- Our City is made up of over forty percent (40%) Indigenous population which only includes the people who filled out their census;
- The costs associated with homelessness, crime and other social issues that are included in the 2024 Municipal Budget;
- Recognize that these issues are a regional issue that should not fall on the businesses and residents of The City and that associated costs are not sustainable for our community;
- The need for a Drug Court and Treatment Beds to address requirements of the possible sanctions this type of court offers;
- How to manage the rise in violent crimes and how to address the increasing property crime;
- Action plans must be put in place to assist with the mental health and addictions issues that our City face today;
- As this is an urgent request, these meetings must occur prior to the end of March 2024; and,
- All responses regarding the request to meet and discuss will be shared with the media in Prince Albert.”

Written by: Councillor Edwards