



## **CITY OF PRINCE ALBERT**

### **CITY COUNCIL REGULAR MEETING**

# **AGENDA**

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

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

#### **2. PRAYER**

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

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

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

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

- 6.1 March 25, 2024 City Council Meeting Minutes for Approval (MIN 24-17) **Page 1**
- 6.2 March 27, 2024 Special City Council Meeting Minutes for Approval (MIN 24-16) **Page 13**

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

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

## **8. PUBLIC HEARINGS**

## **9. DELEGATIONS**

## **10. COMMUNICATIONS**

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

- |       |   |                 |
|-------|---|-----------------|
| 11.1  | Development Permit Application – Hospital Expansion – 1200 24th Street West (RPT 24-100)                                  | <b>Page 17</b>  |
| 11.2  | Paratransit and Senior Transportation Services (RPT 24-96)  | <b>Page 26</b>  |
| 11.3  | 2024-27 Social Services Subsidized Bus Pass Program - Letter of Understanding (RPT 24-111)                                | <b>Page 48</b>  |
| 11.4  | Rotary Mower Tender 12-24 (RPT 24-112)  | <b>Page 50</b>  |
| 11.5  | Sideload Sanitation Tandem Truck Tender 22-24 (RPT 24-113)  | <b>Page 52</b>  |
| 11.6  | Food & Beverage Cart Agreement - PA Golf & Curling Club (RPT 24-114)  | <b>Page 54</b>  |
| 11.7  | 2024 Property Tax Bylaws (RPT 24-117)   | <b>Page 68</b>  |
| 11.8  | Request for Tax Relief Application - Canadian Revival Centre Corporation (CRCC) (RPT 24-118)                              | <b>Page 106</b> |
| 11.9  | SaskTel Communication Towers – Support in Principle (RPT 24-97)   | <b>Page 111</b> |
| 11.10 | Affordable Housing Program Application – 1901 15th Street West – Prince Albert Community Housing Society Inc. (RPT 24-98) | <b>Page 116</b> |
| 11.11 | Bylaw No. 13 of 2024 - Liquor Store Hours Bylaw (RPT 24-99)   | <b>Page 127</b> |
| 11.12 | Digital Sign Application - 4201 7th Avenue East (RPT 24-102)  | <b>Page 135</b> |
| 11.13 | Bylaw No. 12 of 2024 - Closure of a Portion of 5th Avenue East (RPT 24-106)   | <b>Page 143</b> |
| 11.14 | Bylaw No. 11 of 2024 - Closure and Sale of a Portion of 8th Avenue West Right of Way (RPT 24-107)                         | <b>Page 150</b> |
| 11.15 | Agreement to Provide Fire Services - Peter Ballantyne Child and Family Services Inc. (RPT 24-103)                         | <b>Page 158</b> |
| 11.16 | Memorandum of Agreement to Conclude Collective Bargaining - CUPE 160 (RPT 24-116)   | <b>Page 179</b> |

11.17	Federal Lobbying Initiative-Prince Albert Event Centre (RPT 24-119)	<b>Page 221</b>
11.17.1	Supplemental Report - Federal Lobbying Initiative - Prince Albert Event Centre (RPT 24-121) (PRESENTED AT MEETING)	<b>Page 228</b>
11.18	Deputy Mayor Appointment Changes (RPT 24-90)	<b>Page 236</b>
11.19	Election Bylaw Amendment - Nomination Day (RPT 24-104)	<b>Page 239</b>
11.20	Prince Albert Police Service Proactive Policing Strategy Costs for 2023 (RPT 24-95)	<b>Page 268</b>

## **12. UNFINISHED BUSINESS**

## **13. MAYOR & COUNCILLORS FORUM**

## **14. INQUIRIES**

## **15. INQUIRIES RESPONSES**

15.1	March 25, 2024 City Council Inquiry Responses (INQ 24-4)	<b>Page 279</b>
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## **16. NOTICE OF MOTION**

## **17. MOTIONS**

17.1	Motion - Councillor Head - Access Transit Funding (MOT 24-2)	<b>Page 281</b>
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## **18. PUBLIC FORUM**

## **19. ADJOURNMENT**



City of  
**Prince Albert**

***MIN 24-17***

**MOTION:**

That the Minutes for the City Council Regular Meeting held March 25, 2024, be taken as read and adopted.

**ATTACHMENTS:**

1. Minutes



## **CITY OF PRINCE ALBERT**

### **CITY COUNCIL REGULAR MEETING**

# **MINUTES**

**MONDAY, MARCH 25, 2024, 5:00 P.M.  
COUNCIL CHAMBER, CITY HALL**

**PRESENT:**

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

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

## **1. CALL TO ORDER**

Mayor Dionne called the meeting to order.

## 2. LAND ACKNOWLEDGEMENT & PRAYER

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

## 3. APPROVAL OF AGENDA

0059. **Moved by:** Councillor Head  
**Seconded by:** Councillor Lennox-Zepp

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

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

**CARRIED UNANIMOUSLY**

## 4. PRESENTATIONS & RECOGNITIONS

## 5. DECLARATION OF CONFLICT OF INTEREST

5.1 Councillor Edwards – Item No. 11.9 regarding Lease Agreement – Children’s Choice Development Cooperative – Board Member of Carlton Park Community Club.

## 6. ADOPTION OF MINUTES

0060. **Moved by:** Councillor Miller  
**Seconded by:** Councillor Solomon

That the Minutes of the Council Regular Meeting held March 4, 2024, be taken as read and adopted.

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

**CARRIED UNANIMOUSLY**

## 7. NOTICE OF PROCLAMATIONS

## 8. PUBLIC HEARINGS

### 8.1 Bylaw No. 7 of 2024 – 2<sup>nd</sup> & 3<sup>rd</sup> Reading (RPT 24-77)

Mayor Dionne declared the Hearing open.

Craig Guidinger, Director of Planning and Development Services presented the matter of the Zoning Bylaw Amendment on behalf of Administration.

Mayor Dionne declared the Hearing closed.

0061. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Kilmer

That Bylaw No. 7 of 2024 be given second and third readings.

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

**CARRIED UNANIMOUSLY**

0062. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Kilmer

That Bylaw No. 7 of 2024 be read a second time.

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

**CARRIED UNANIMOUSLY**

0063. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Kilmer

That Bylaw No. 7 of 2024 be read a third time and passed; and, that Bylaw No. 7 of 2024 be now adopted, sealed and signed by the Mayor and City Clerk.

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

**CARRIED UNANIMOUSLY**

## 9. DELEGATIONS

## 10. COMMUNICATIONS

## 11. REPORTS OF ADMINISTRATION & COMMITTEES

### 11.1 Prince Albert Rural Water Utility Supply Agreement (RPT 24-59)

0064. **Moved by:** Councillor Edwards  
**Seconded by:** Councillor Ogrodnick

1. That Water Supply Agreement between The City and Prince Albert Rural Water Utility, which includes a markup rate of \$1.10 per cubic meter above the yearly calculated City water costs, be approved for a five (5) year term; and,
2. That the Mayor and City Clerk be authorized to execute the Agreement on behalf of The City, once prepared.

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

**CARRIED UNANIMOUSLY**

### 11.2 Light Duty Pickups – Tender 11/24 (RPT 24-71)

0065. **Moved by:** Councillor Head  
**Seconded by:** Councillor Kilmer

1. That Tender No. 11 of 2024, for the purchase of a four (4) new Light Duty Pickups, be awarded to Mann Northway Autosource at a cost of \$217,278.80, including Provincial Sales Tax, to be funded from the Fleet Equipment Reserve; and,
2. That the Mayor and City Clerk be authorized to execute any applicable documents on behalf of The City, if required.

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

**CARRIED UNANIMOUSLY**

### 11.3 Truck with Aerial Device (Forestry Unit) (RPT 24-73)

0066. **Moved by:** Councillor Head  
**Seconded by:** Councillor Edwards

1. That the Tender for the purchase of a Truck with Aerial Device, be awarded to Altec Industries Limited at a cost of \$268,361.26, including Provincial Sales Tax, to be funded from the Fleet Equipment Reserve; and,



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

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

**CARRIED UNANIMOUSLY**

#### 11.4 Fairway Golf Course Mower Evaluation (RPT 24-74)

0067. **Moved by:** Councillor Solomon  
**Seconded by:** Councillor Edwards

1. That the purchase of a new Fairway Mower, be awarded to Oak Creek Golf & Turf at a cost of \$109,369.07, including Provincial Sales Tax, to be funded from the Golf Course Equipment Reserve; and,
2. That the Mayor and City Clerk be authorized to execute any applicable documents on behalf of The City, if required.

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

**CARRIED UNANIMOUSLY**

#### 11.5 2024 Traffic Line Painting Tender (RPT 24-85)

0068. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Ogrodnick

1. That Tender No. 16 of 2023 for Traffic Line Painting that was awarded to Line West Ltd., be extended for one (1) year at the estimated bid cost of \$113,780, including Provincial Sales Tax;
2. That the Mayor and City Clerk be authorized to execute the Agreement and any other necessary documents on behalf of The City, if required;
3. That Administration review in January 2025, a possible extension to the Tender for one (1) additional year.

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

**CARRIED UNANIMOUSLY**

11.6 Prince Albert Event Centre – Detailed Design Drawings and Approval to Proceed to Prequalification of General Contractors (RPT 24-86)

0069. **Moved by:** Councillor Kilmer  
**Seconded by:** Councillor Cody

- 1. That the ninety-nine percent (99%) Detailed Design Presentation of the new Prince Albert Events Centre, as attached to RPT 24-79, be approved; and,
- 2. That the Project Team proceed with prequalifications of General Contractors for the new Prince Albert Events Centre.

Councillor Lennox-Zepp rose on a Point of Information asking what is the plan for funding construction of this project.

Councillor Ogrodnick, in responding to the question, stated that the plan is to be ready when funding becomes available.

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

Against: Councillors: Head, Lennox-Zepp and Miller

**CARRIED (6 to 3)**

11.7 2024 Community Grant Program (RPT 24-68)

0070. **Moved by:** Councillor Ogrodnick  
**Seconded by:** Councillor Lennox-Zepp

- 1. That the 2024 Community Grant Program Recipients, as attached to RPT 24-68, be approved;
- 2. That the authority to proceed with projects be granted to the successful applicants upon receipt of final approval from Saskatchewan Lotteries Trust Fund for Sport, Culture and Recreation; and,
- 3. That the Mayor and City Clerk be authorized to execute the 2024 Grant Agreements on behalf of The City, once prepared.

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

**CARRIED UNANIMOUSLY**

11.8 Lease Agreement – River Bank Development Corporation (RPT 24-82)

0071. **Moved by:** Councillor Miller  
**Seconded by:** Councillor Kilmer

- 1. That the Lease Agreement between The City and Riverbank Development Corporation for office space at the Bernice Sayese Centre, located at 1350 – 15<sup>th</sup> Avenue West, legally described as Parcel C, Plan No. 94PA08144, be approved for a five (5) year term from April 1, 2024 to March 31, 2029;
- 2. That the base rent be divided into monthly payments of \$1,110.21 plus applicable taxes during the first year of the term and thereafter the annual rent shall be determined through the Annual Rates and Fees Process; 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, Lennox-Zepp, Miller, Ogradnick, Solomon and Mayor Dionne

**CARRIED UNANIMOUSLY**

11.9 Lease Agreement – Children’s Choice Development Cooperative (RPT 24-83)

0072. **Moved by:** Councillor Solomon  
**Seconded by:** Councillor Head

- 1. That the Lease Agreement between The City and Children’s Choice Child Development Co-operative for the daycare building located at the Carlton Park Community Club, located at 3100 Dunn Drive, legally described as Parcel MR6, Plan No. 80PA17588, Extension 1, be approved for a five (5) year term from April 1, 2024 to March 31, 2029;
- 2. That the base rent be divided into monthly payments of \$625 plus applicable taxes during the first year of the term and thereafter the annual rent shall be determined through the Annual Rates and Fees Process; 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, Head, Kilmer, Lennox-Zepp, Miller, Ogradnick, Solomon and Mayor Dionne

Absent – Declared Conflict of Interest: Councillor Edwards

**CARRIED UNANIMOUSLY**

11.10 Heritage Property Alteration – Octagonal Building – 820 Exhibition Drive (RPT 24-78)

0073. **Moved by:** Councillor Ogradnick  
**Seconded by:** Councillor Head

That the request to alter the Municipal Heritage Property located at 820 Exhibition Drive, known as the Octagonal Building, legally described as Portion of Parcel A, H.B.C.R., Plan No. 82PA14083, be approved subject to review and approval of the finalized alteration plans, to be provided by the Prince Albert Exhibition Association.

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

**CARRIED UNANIMOUSLY**

11.11 Out of Scope Vacation Leave and Management Days Off Policy (RPT 24-88)

0074. **Moved by:** Councillor Kilmer  
**Seconded by:** Councillor Edwards

1. That the Out of Scope Vacation Leave and Management Days Off Policy, as attached RPT 24-88, be approved;
2. That the Out of Scope Employee Vacation Policy dated January 1, 2006 be rescinded; and,
3. That the Banking Earned Days Off Policy dated April 6, 2009 be rescinded.

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

Against: Councillors: Head and Lennox-Zepp

**CARRIED (7 to 2)**

11.12 Capital Financing Request for Proposal No. 3 of 2024 (RPT 24-70)

0075. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Kilmer

- 1. That the Capital Financing Request for Proposal No. 3 of 2024 be awarded to the Municipal Financing Corporation of Saskatchewan to be payable over a period of five (5) years for the creation of debt not payable within the current year in the amount of \$18,000,000 to assist with the fluctuation of the City’s cash flow between the project cost payments and the receipt of funding/revenue over the next five (5) years for the Aquatic and Arenas Recreation Centre;
- 2. That the fixed interest rate for the loan will not exceed five point thirty-five percent (5.35%);
- 3. That the Mayor and City Clerk be authorized to execute any Agreements, Contracts and documents on behalf of The City, if necessary; and,
- 4. That Bylaw No. 1 of 2024 be introduced and given two (2) readings.

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

Against: Councillors: Head, Lennox-Zepp and Miller

**CARRIED (6 to 3)**

0076. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Kilmer

That Bylaw No. 1 of 2024 be introduced and read a first time.

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

Against: Councillors: Head, Lennox-Zepp and Miller

**CARRIED (6 to 3)**

0077. **Moved by:** Councillor Cody  
**Seconded by:** Councillor Kilmer

That Bylaw No. 1 of 2024 be read a second time.

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

Against: Councillors: Head, Lennox-Zepp and Miller

**CARRIED (6 to 3)**

## **12. UNFINISHED BUSINESS**

## **13. MAYOR & COUNCILLORS FORUM**

## **14. INQUIRIES**

### **14.1 Councillor Edwards – Update on Financial Impacts and the Overall Well-Being of The City**

What is the status of my Motion from January 22, 2024, requesting a meeting with the Federal and Provincial Government to discuss homelessness, crime and addictions in our City.

## **15. INQUIRY RESPONSES**

## **16. NOTICE OF MOTION**

### **16.1 Councillor Head – Access Transit Funding**

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

## 17. MOTIONS

17.1 Motion – Councillor Head – Access Transit Funding

0078. **Moved by:** Councillor Head  
**Seconded by:** Councillor Lennox-Zepp

That pursuant to the provisions of the City's Procedure Bylaw No. 23 of 2021, that the Notice Provisions be waived to permit consideration of Councillor Head's Motion regarding Access Transit Funding.

Councillor Kilmer called Point of Order stating that Councillor Head is providing substantive information regarding his Notice of Motion and debate should not be permitted for the Motion requesting leave.

The Mayor ruled **IN FAVOR** of the Point of Order and requested that Councillor Head proceed with closing the debate without further questions.

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

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

**MOTION DEFEATED (6 to 3)**

## 18. PUBLIC FORUM

## 19. ADJOURNMENT – 6:22 P.M.

0079. **Moved by:** Councillor Kilmer  
**Seconded by:** Councillor Ogrodnick

That this Council do now adjourn.

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

**CARRIED UNANIMOUSLY**

MAYOR GREG DIONNE      CITY CLERK

MINUTES ADOPTED THIS 22<sup>ND</sup> DAY OF APRIL, A.D. 2024.



City of  
**Prince Albert**

**MIN 24-16**

**MOTION:**

That the Minutes for the City Council Special Meeting held March 27, 2024, be taken as read and adopted.

**ATTACHMENTS:**

1. Special Minutes





## **CITY OF PRINCE ALBERT**

### **CITY COUNCIL SPECIAL MEETING**

# **MINUTES**

**WEDNESDAY, MARCH 27, 2024, 4:01 P.M.  
COUNCIL CHAMBER, CITY HALL**

**PRESENT:** Mayor Greg Dionne  
Councillor Charlene Miller  
Councillor Tony Head  
Councillor Don Cody  
Councillor Dennis Ogrodnick  
Councillor Blake Edwards  
Councillor Dawn Kilmer

Terri Mercier, City Clerk  
Sherry Person, City Manager  
Kris Olsen, Fire Chief  
Mitchell J. Holash, K.C., City Solicitor  
Nykol Miller, Acting Director of Public Works  
Ramona Fauchoux, Director of Financial Services  
Craig Guidinger, Director of Planning and Development Services

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

Mayor Dionne called the meeting to order.

#### **2. LAND ACKNOWLEDGEMENT & PRAYER**

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

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

0080. **Moved by:** Councillor Ogrodnick  
**Seconded by:** Councillor Kilmer

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

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

Absent: Councillors: Cody, Lennox-Zepp and Solomon

**CARRIED UNANIMOUSLY**

### **4. DECLARATION OF CONFLICT OF INTEREST**

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

#### **5.1 Short Term Debt Bylaw No. 1 of 2024 – 3<sup>rd</sup> Reading (RPT 24-91)**

0081. **Moved by:** Councillor Kilmer  
**Seconded by:** Councillor Cody

That Bylaw No. 1 of 2024 be given third and final reading.

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

Against: Councillors: Head and Miller

Absent: Councillors: Lennox-Zepp and Solomon

**CARRIED (5 TO 2)**

0082. **Moved by:** Councillor Kilmer  
**Seconded by:** Councillor Cody

That Bylaw No. 1 of 2024 be read a third time and passed, and, that Bylaw No. 1 of 2024 be now adopted, sealed and signed by the Mayor and City Clerk.

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

Against: Councillors: Head and Miller

Absent: Councillors: Lennox-Zepp and Solomon

**CARRIED (5 TO 2)**

## **6. UNFINISHED BUSINESS**

## **7. ADJOURNMENT – 4:05 P.M.**

0083. **Moved by:** Councillor Kilmer  
**Seconded by:** Councillor Edwards

That this Council do now adjourn.

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

Absent: Councillors: Lennox-Zepp and Solomon

**CARRIED UNANIMOUSLY**

MAYOR GREG DIONNE      CITY CLERK

MINUTES ADOPTED THIS 22<sup>ND</sup> DAY OF APRIL, A.D. 2024.



# City of Prince Albert

**RPT 24-100**

**TITLE:** Development Permit Application – Hospital Expansion – 1200 24th Street West

**DATE:** April 10, 2024

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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## **RECOMMENDATION:**

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

## **TOPIC & PURPOSE:**

The purpose of this report is to approve the Development Permit Application for the expansion of the existing Hospital located at 1200 24<sup>th</sup> Street West.

## **BACKGROUND:**

The Department of Planning and Development Services is in receipt of a Development Permit Application for the expansion of the existing Hospital at 1200 24<sup>th</sup> Street West.

As per Section 14 of the Zoning Bylaw, a Hospital is defined as:

*“the use of a building, or a portion thereof, for the provision of health care services by licensed physicians, nurses, and other health care personnel, which includes inpatient, outpatient, short and long term care, diagnostic, laboratory, and surgical services, and which may include services for the treatment of mental health, and drug rehabilitation”.*

The expansion of the current Victoria Hospital in Prince Albert has been planned for several years, and the permit applications indicate that the project is ready to break ground. Previous reviews have already taken place to allow for the parking lot expansion on the south side of the Victoria Hospital, and the relocation of utilities on the north side of the building.

**PROPOSED APPROACH AND RATIONALE:**

Construction of the eight storey Victoria Hospital expansion is to take place in stages, with a building permit application submitted at each stage of construction. Initial site plan review has shown that the development will be in compliance with the requirements of the Zoning Bylaw, therefore Administration is recommending that the application be approved subject to final plan approval. Planning and Development will review the plan submissions at each phase to ensure continued compliance.

**CONSULTATIONS:**

The Department of Planning and Development Services has been in contact with the applicant throughout the application review process. The current application has been reviewed by the Departments of Public Works, Community Services, Financial Services, Fire and Emergency Services, and the Building Division. Additional reviews will be required as the project progresses.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

The applicant will be notified in writing of City Council's decision.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

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

**STRATEGIC PLAN:**

This project is in support of City Council's area of focus of economic diversity and stability by developing and maintaining new and existing amenities and infrastructure.

**OFFICIAL COMMUNITY PLAN:**

Under Section 11.7.3.1 of the Official Community Plan, there is a policy to support capital improvements and establishment of facilities that provide a comprehensive range of health care services within the existing hospital area to meet the needs of the Health Region.

**PUBLIC NOTICE:**

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

- Public Notice was issued April 11, 2024 to all property owners within 75 metres of the subject property.

**ATTACHMENTS:**

1. Location Plan
2. Exterior Rendering
3. First Nations Space
4. Interior Rendering
5. Public Notice - April 11, 2024

Written by: Ellen Pearson, Planner

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



S-N

S-N

PLANNING & DEVELOPMENT

Subject Property Identified  
With A Bold Dashed Line

April 10, 2024





THIS DRAWING IS THE PROPERTY OF KRA ARCHITECTURE. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF KRA ARCHITECTURE. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AUTHORITIES. KRA ARCHITECTURE SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENCES ARISING FROM THE USE OF THIS DRAWING. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION AND DATA PROVIDED TO KRA ARCHITECTURE. KRA ARCHITECTURE SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENCES ARISING FROM THE USE OF THIS DRAWING. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION AND DATA PROVIDED TO KRA ARCHITECTURE.

**KEY PLAN**

**Issue For:**

NO.	DESCRIPTION	DATE
1	ISSUE FOR PERMIT	2024.06.20
2	ISSUE FOR PERMIT	2024.06.20
3	ISSUE FOR PERMIT	2024.06.20
4	ISSUE FOR PERMIT	2024.06.20
5	ISSUE FOR PERMIT	2024.06.20

Project File:  
**MINISTRY OF SASKIBUILDING AND PROCUREMENT**

**PRINCE ALBERT VICTORIA HOSPITAL**

1240 24 STREET W, PRINCE ALBERT, SK S4V 4B2

Drawing Title:

**INTERIOR RENDERINGS**

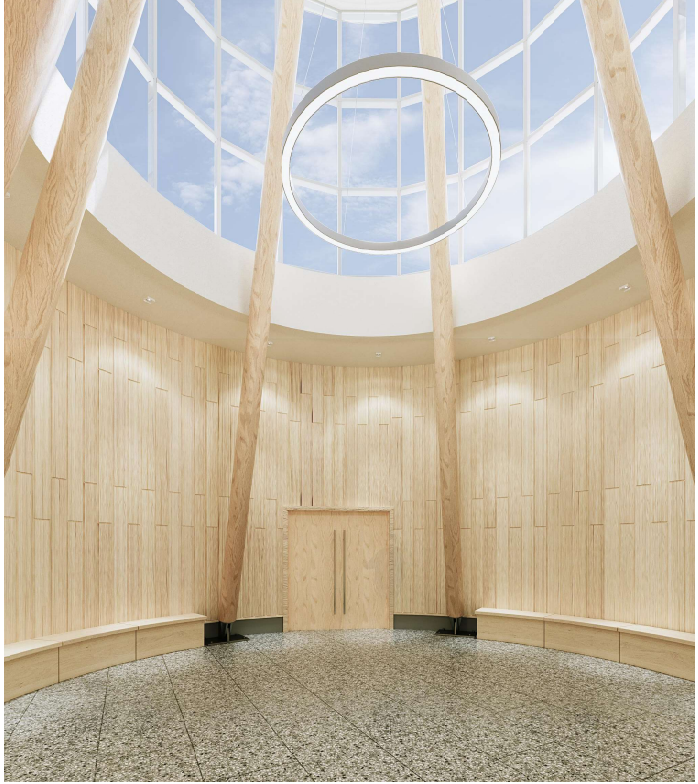
Sheet Information:  
 Date: 2024.06.20  
 Project Number: 2024010  
 Drawn: ET  
 Checked: 0.03

Stamp

Drawing No.



PERSPECTIVE 3D VIEW - LOBBY LOOKING TOWARDS FIRST NATIONS & METIS SPACE



PERSPECTIVE 3D VIEW - FIRST NATIONS & METIS ROOM

20240620\_10:30:29 AM  
 Project File: C:\Users\kristen\Documents\Projects\Victoria Hospital\Interior Renderings\0204010\_01.dwg



PERSPECTIVE 3D VIEW - LOBBY LOOKING WEST



PERSPECTIVE 3D VIEW - LOBBY LOOKING EAST

**KRA**  
KIRSTEN REITE  
ARCHITECTURE  
839 EAST HASTINGS STREET  
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**spra**  
STRATEGIC FRAME  
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**KEY PLAN**

Issue For:

DATE	ISSUE #	DATE
2024-02-28	01	2024-02-28
2024-03-15	02	2024-03-15
2024-04-01	03	2024-04-01
2024-04-15	04	2024-04-15
2024-05-01	05	2024-05-01

Project Title:  
**MINISTRY OF SASKIBUILDING AND PROCUREMENT**  
**PRINCE ALBERT VICTORIA HOSPITAL**

1240 24 STREET W, PRINCE ALBERT, SK S4V 4B2

Drawing Title:  
**INTERIOR RENDERINGS**

Sheet Information:  
Date: 2024/07/01  
Project Number: 2024010  
Drawn: ET  
Checked: oeb

Stamp:  
Drawing No.:



# City of Prince Albert

Planning and Development Services  
1084 Central Avenue  
Prince Albert SK S6V 7P3  
Phone: (306) 953-4370  
Fax: (306) 953-4380

April 10, 2024

«Primary\_Owner»  
«Primary\_Owner\_Address»  
«Address2»  
«City» «STATE» «ZIP»

Dear Sir or Madam:

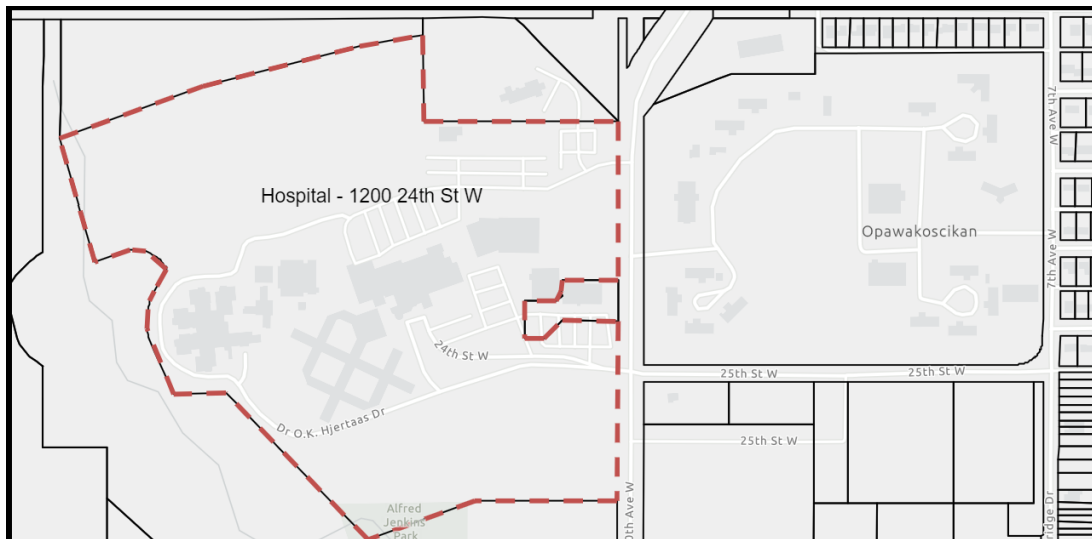
**Re: Discretionary Use Development Permit – 1200 24<sup>th</sup> Street West, Prince Albert SK Hospital**

The City of Prince Albert is in receipt of a development permit application for an expansion to an existing Hospital, which is to be located at the above noted address, legally described as Parcel LL, Plan 102407138 Ext 0. As a landowner located within 75 meters of the proposed development, and as required by the *City of Prince Albert Public Notice Bylaw No. 24 of 2015*, you are being provided with written notice of the proposed development.

*The City of Prince Albert Zoning Bylaw No. 1 of 2019* defines Hospital as:

*“the use of a building, or a portion thereof, for the provision of health care services by licensed physicians, nurses, and other health care personnel, which includes inpatient, short and long term care, diagnostic, laboratory, and surgical services, and which may include services for the treatment of mental health, and drug rehabilitation”.*

As the proposed use is considered discretionary in the I2 – Institutional Medical Service zoning district, the permit application must be approved by City Council. The subject property is identified with a bold dashed line in the map below:



Please be advised, as per Section 56(2) of *The Planning and Development Act, 2007*, City Council may approve a discretionary use application if the facts presented can establish that the use will:

- 1) Comply with the provision of the Zoning Bylaw that pertain to the specific use or uses, including the intended intensity of use, applied for;
- 2) Comply with the development criteria listed in the Zoning Bylaw for that particular use;
- 3) In the opinion of City Council, be compatible with the existing development in the immediate area of the proposal; and,
- 4) Comply with all relevant Provincial land use policies.

**Therefore, City Council, at its meeting to be held on Monday, April 22, 2024 at 5:00 p.m., will consider submissions respecting the above noted application and review criteria. In accordance with the *City of Prince Albert Procedure Bylaw No. 23 of 2021*, all submissions in this regard must be provided to the City Clerk. If you would like your submission reviewed by City Council PRIOR to the meeting, it would be preferable if it was provided to the City Clerk's Office by 4:45 p.m. on Tuesday, April 16, 2024. Submissions can be emailed to [cityclerk@citypa.com](mailto:cityclerk@citypa.com) or mailed to the City Clerk's Office, 1084 Central Avenue, Prince Albert SK S6V 7P3.**

If you have any questions regarding this application, please do not hesitate to contact Planning and Development Services at 306-953-4370.

Yours truly,



Ellen Pearson  
Planner



**RPT 24-96**

**TITLE:** Paratransit and Senior Transportation Services

**DATE:** April 17, 2024

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

---

**RECOMMENDATION:**

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

**TOPIC & PURPOSE:**

The purpose of this report is to introduce a two-year paratransit and senior transportation service contract between the City and the Community Service Centre (CSC) and to obtain Council approval of the Contract. The term of the Contract commences January 1, 2025 and ends December 31, 2026.

The report also includes the City Administration's approach to address the 2024 paratransit budget shortfall as requested by CSC in the attached correspondences titled 2024 Funding Request – Paratransit and Board of Directors Letter of Support.

**BACKGROUND:**

The Community Service Centre (CSC) has been providing and managing paratransit and senior transportation services to the eligible residents of Prince Albert for many years with the City being the sole funder for the paratransit service and the main funder for senior transportation. Currently, a service contract for these services does not exist between the City

and the CSC. The City grants funds to the CSC to provide the services under the City's External Agency budget category. For the last few years the City's funding has relatively remained the same which consists of an allocation of \$694,400 for paratransit and \$69,500 for senior transportation. In addition to this annual budget allocation, the City covers the purchase of paratransit buses when replacement is required, along with covering any maintenance costs.

Mostly, the City kept its funding level constant due to budget challenges and restraints experienced during and after COVID-19. Despite the increase in inflation over time and the City's unchanged funding amounts, the CSC was able to maintain an adequate level of service for 2023 by utilizing a reserve that contained excess funds from prior years City's funding. However, the remaining reserve will not allow for maintaining the same level of service for the entire year of 2024. Thus, the CSC has requested from the City additional funds to be able to continue status quo operations for 2024.

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

The City's annual funding granted to the CSC to operate the paratransit and senior transportation is one of the largest funding amounts that the City contributes towards an external agency. Therefore, it was decided that the funding contribution and the provided services will be better arranged and managed through a service contract between the City and the CSC that contains the responsibilities and expectations of each party. Based on that, City Administration had started negotiating a contract with the CSC to manage the funds and services. Negotiations have concluded and the contract that incorporates the agreed upon budgets and terms had been finalized. The Contract was signed by the CSC Chief Executive Officer as authorized by the CSC Board of Directors. The Contract is included in this report under the attachment titled Paratransit and Seniors Transportation Service Contract.

City Administration has worked cooperatively with the CSC to address two topics; the paratransit and senior transportation service contract and the 2024 paratransit budget shortfall. Further information is provided under each topic below.

#### **Paratransit and Senior Transportation Service Contract**

Several meetings had been had with the CSC to formulate a contract that includes service terms, budgets and expectations throughout the term of the contract which is two years, 2025 to 2026. The service level for both paratransit and senior transportation during this term will not change and remain status quo.

One of the main points discussed during negotiations was the pricing volatility of fuel that largely impacts the budget for paratransit and subsequently creates a shortfall that could lead to reduction in service. To eliminate the impact of fuel pricing on the paratransit service, the City will be paying the fuel cost directly as part of the approved overall paratransit budget as set in the Contract. One of the advantages to this approach is that the CSC, when providing paratransit service, will benefit from the discounted fuel price the City has under its existing fuel contract.

The City received the CSC's requested budgets for 2025 and 2026 which were \$719,006 and \$756,231, respectively. It is important to note that these requested budgets covered the operating and fuel costs but did not factor in the maintenance costs, which are paid directly by

the City, for the buses used to deliver the paratransit service. It was apparent that these budgets incorporated higher projected inflation rates for the two years than what is generally anticipated for this time period. However, the City discussed the proposed budgets with the CSC and presented its counteroffer at a later stage of the negotiation. The proposed budgets by the City (including maintenance cost for the paratransit buses) were based on an annual 2.5% inflation rate for 2025 and 2026. The agreed upon paratransit budgets between the City and CSC for the two years are as follows:

Year	Operating Cost	Fuel Cost	Maintenance Cost	Total
2025	577,129	100,000	125,706	802,835
2026	588,822	105,000	128,849	822,671

Please note that the fuel cost and the maintenance cost are costs paid directly by the City and are not payable to the CSC. Only the operating cost is payable to the CSC subject to actual expenses as reported to the City quarterly.

For reference, the 2024 total approved budget for paratransit was \$694,400. But the 2025 and 2026 proposed budgets shown in the table above involve increases of 15.6% and 18.5%, respectively, from the 2024 budget. These percentage increases to the budgets are believed to be reasonable to address the escalated inflation rates experienced over the last few years.

The current 2024 budget of \$69,500 for the senior transportation service has been determined to be sufficient and will remain unchanged for the two years term of the contract.

### **2024 Paratransit Budget Shortfall and Revised Additional Fund**

In 2023, the CSC submitted a request to the City for additional funding to be considered during the 2024 Budget Deliberations for paratransit. The amount of the additional funding request was \$103,521 which was indicated to be essential to maintain the same level of service. However, during deliberations, the request for additional funding was not approved and it was determined that the 2024 budget for paratransit remains as it was for 2023. At the time, it was suggested that no changes to the budget should occur until the City concludes its review and negotiation with the CSC to ensure an informed budget discussion and proposal.

Upon proceeding and progressing in the budget negotiation between the City and the CSC, it was recommended that CSC conduct a review of its current financial position relevant to the paratransit service and update its request for the additional fund. After the review, it was determined that the additional funding amount requested in 2023 could be revised to reflect current knowledge of inflation and operational costs. The review also included the utilization of the remaining 2023 surplus of \$30,000 towards the 2024 operating cost. To summarize, the revised funding amount requested to maintain status quo service for paratransit for 2024 is \$52,971 which is significantly less than the originally requested funding amount by \$50,550.

The CSC has indicated that the service level reduction that was planned for April 1, 2024 due to the budget shortfall will be suspended until they become informed of the decision regarding the additional fund request.

**CONSULTATIONS:**

Throughout the negotiation and creation of the contract Public Works has consulted with the City Manager's Office, City Solicitor and the Community Service Centre (CSC).

Public Works has also worked closely with the City Manager's Office and the CSC to determine the revised and adequate amount of the additional fund required to maintain the paratransit service level for 2024.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

Administration will contact and inform the Community Service Centre (CSC) of the final decision of City Council regarding each item discussed in this report.

**FINANCIAL IMPLICATIONS:**

There are two items included in this report that have financial implications as follows:

**The Paratransit and Senior Transportation Service Contract**

The annual cost of the services as provided in the Contract is shown in the tables below:

<b>Paratransit Service</b>				
<b>Year</b>	<b>Operating Cost (\$)</b>	<b>Fuel Cost (\$)</b>	<b>Maintenance Cost (\$)</b>	<b>Total (\$)</b>
2025	577,129	100,000	125,706	802,835
2026	588,822	105,000	128,849	822,671

<b>Senior Transportation Service</b>	
<b>Year</b>	<b>Service Cost (\$)</b>
2025	69,500
2026	69,500

Upon approval of the Contract, Administration will include the 2025 and 2026 service costs as shown above in the relevant year budget under the General Fund which will be submitted to Council for deliberations each year.

The fuel cost and the maintenance cost, shown in the table above, will be paid directly by the City and are not payable to the CSC. Only the operating cost is payable to the CSC.

**2024 Paratransit Budget Shortfall and Revised Additional Fund**

The revised additional funding amount of \$52,971 that was requested by the CSC to maintain the current service level for the paratransit service for 2024 to be funded by the Fiscal Stabilization Fund.



**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no privacy implications, policy implications, official community plan, or options to recommendations.

**STRATEGIC PLAN:**

One of the City's values in its Strategic Plan is Accessibility. The recommendations listed in this report enhance this value via ensuring all relevant residents of Prince Albert are supplied with the necessary transportation mean that maintains and improves their accessibility to places and amenities in the City.

**PUBLIC NOTICE:**

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

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

1. Paratransit and Seniors Transportation Service Contract
2. 2024 Funding Request - Paratransit
3. Board of Directors Letter of Support

Written by: Mohammad Kraishan, Operations Manager

Approved by: Director of Public Works & City Manager

# PARATRANSIT AND SENIORS TRANSPORTATION SERVICE CONTRACT

This Contract made and entered into this            day of            , A.D. 2024.

## **BETWEEN:**

The City of Prince Albert ("the City")

## **OF THE FIRST PART**

## **AND:**

Prince Albert and District Community Service Centre Inc.  
("the Contractor")

## **OF THE SECOND PART**

## **WHEREAS:**

The Contractor is desirous of providing *Paratransit Transportation* and *Senior Transportation Services* and the City is desirous of paying for and acquiring from the Contractor professionally managed and delivered service for both Paratransit Transportation and Senior Transportation for the benefit of the residents of the City of Prince Albert.

NOW THEREFORE, in consideration of mutual covenants and agreements hereinafter reserved and contained, the parties agree as follows:

## **Article 1 - Technical**

### **1.1 Scope of Service**

- a. The Contractor shall, at its own risk and expense, perform during the Term of this Contract the services as hereinafter described and, except as may otherwise be provided in this Contract, shall furnish such services as include all drivers, dispatchers, supervision, labour, clerical staff, telephone answering service, and management required therefor, and in the case of the senior transportation service all vehicles for such service, and the Contractor shall obtain all licenses and permits (excluding licenses and safety certifications for paratransit) required for the performance of providing efficient, high quality, consistent and reliable customer-oriented paratransit transportation and senior transportation services for the residents of the City of Prince Albert, each in accordance with standards determined and approved by the City of Prince Albert, which services shall include without limitation the services and obligations of the Contractor referred to in Articles 2.1(g), 3.1, 3.5 and 3.11 below (collectively "*the Services*").
- b. The City grants to the Contractor, subject to the terms of the Contract, a non-exclusive license to provide the Services.
- c. The Services shall each be door to door service that pick up and drop off users

at specific locations determined by the passenger.

## 1.2 Term of Contract

- a. The Services shall be performed for the term commencing January 1, 2025 and shall continue until December 31, 2026. The Contract may be renewed for an additional term of a duration to be mutually agreed by the Parties, subject to approval by City Council (“*the Term*”).

## 1.3 City’s Representative

- a. For the purposes of administering and implementing this Contract, the City's contact representative will be the City’s Transportation and Traffic Manager or designate as assigned by the Director of Public Works.

## 1.4 Contractor’s Representative

- a. For the purposes of administering and implementing this Contract, the Contractor's contact representative will be as designated by written notice to the City by the Contractor from time to time, provided that at the commencement of service under this Agreement the contractor’s representative shall be the Chief Executive Officer.

# ARTICLE 2- Financial

## 2.1 Payment

- a. Subject to Article 2.1(c) herein, payments to the Contactor hereunder shall be made on a monthly basis during the Term based on the annual amount approved by City Council:
  - i. which in the case of the Senior Transportation Service, will be the annualized Service Payment as delineated therefor in Article 2.1(f); and
  - ii. which in the case of the Paratransit Transportation Service, will be for the Supported Operating Costs [as defined by Article 2.1 (g) and reflected as the annual Service Payment therefor in Article 2.1(f)], subject to the adjustments contemplated in this Agreement;  
prorated on a monthly basis (“*Monthly Payment(s)*”).
- b. Subject to Article 2.1 (c), the Monthly Payment to the Contractor for the Paratransit Transportation Service shall be applied and/or credited by the Contractor to the Supported Operating Costs [as defined by Article 2.1 (g)] for providing the Paratransit Transportation Service in accordance with the terms of this Contract.
- c. The Monthly Payment to the Contractor for the Paratransit Transportation Service will be adjusted by the City to achieve and ensure a reduction of the annualized Service Payment for the Paratransit Service in an amount equivalent to:
  - i. any incremental reduction of actual Supported Operating Costs

expended by the Contractor in comparison to the Funded Operating Costs approved by the City in Article 2.1(f); and, if applicable

- ii. the value of any costs incurred by the City caused by the Contractor’s breach or deficient performance of its covenants and responsibilities under Articles 3.1(g),(j), 3.5(d), and/or 3.11(f) herein; (“Adjustments”).
- d. In respect of the Paratransit Service, the Contractor shall submit to the City documented verification of its full and actual -Supported Operating Costs [as defined in Article 2.1(g)] in relation to the delivery of the Services on a quarterly basis through each year of the Term as follows:
  - i. January – March: operating costs for this quarter shall be submitted by April 30<sup>th</sup> of the same year.
  - ii. April – June: operating costs for this quarter shall be submitted by July 31<sup>st</sup> of the same year.
  - iii. July – September: operating costs for this quarter shall be submitted by October 31<sup>st</sup> of the same year.
  - iv. October – December: operating costs for this quarter shall be submitted by January 31<sup>st</sup> of the following year.
- e. Adjustments that are not yet or cannot for any reason be adjusted as contemplated under Article 2.1(c) will become a debt due and payable by the Contractor to the City until adjustment or repayment is made.
- f. Subject to Article 2.1(a) and (c), the City shall in consideration of the Services performance pay to the Contractor during the Term of this Contract the following amounts:

<b>Term</b>	<b>Paratransit Service Payment (\$) “Funded Operating Costs”</b>	<b>Senior Transportation Service Payment (\$)</b>
January 1 – December 31, 2025	577,129	69,500
January 1 – December 31, 2026	588,822	69,500

- g. “Supported Operating Costs” shall mean the annualized costs actually incurred, documented and verified by the Contractor to operate the City’s buses during the Term in performance and delivery of the Paratransit Transportation Service (“**the Paratransit Service**”), in relation to the projected costs approved in accordance with this Contract agreed to support the continued operations of the Paratransit Service through the Term of this Contract as outlined in Article 2.1(f) above\_(the “**Funded Operating Costs**”). The Funded Operating Costs shall be those projected costs of delivering the Paratransit Service during the Term that the Contractor on an annual basis reasonably projects, in consultation with the City’s Director of Public Works or designate, to the extent that such projected costs are approved in writing by the City, as being needed for the professional management and delivery of the Services. The Supported Operating Costs and the Funded

Operating Costs shall each include either actual or projected costs, as the case may be, in relation to the Contractor’s performance and delivery of the Paratransit Service by provision of indoor heated parking and storage for buses, drivers, dispatchers, labour and its supervision, operational supplies, clerical staff, telephone service, training, management and, as may be approved by the City, any other costs (excluding fuel and bus maintenance costs for the Paratransit Service) associated with the Contractor providing the Service.

“Maintenance” and “Maintenance costs” for purposes of this Contract shall mean costs associated to maintaining the City’s buses used to perform and deliver the Paratransit Service, in accordance with this Contract, to ensure their continued operations through their useful life, including the cost of supplying to the Contractor during the Term oil/lubricants, parts, labour for repairs and services, welding, fabrication, rebuilding of components, tires, modifications, maintenance supplies, safety inspections, licenses and permits, and any other costs the buses may incur as a result of normal operations, provided that maintenance and maintenance costs do not include maintenance or costs resulting from damage, repairs or other cause incurred due to the Contractor’s abuse, negligence, improper operation of the buses or required as a result of the Contractor’ breach or deficient performance of Articles 3.1(g),(j) or 3.5(d) herein.

- h. Request for an increase to the annual Services Payment outside of the amount determined as per clause 2.1(f) above due to an extraordinary one-time expense may be submitted by the Contractor to the City for consideration, with documented verification of the expense. Approval of the requested amount is subject to the sole discretion and decision of City Council.
- i. The Contractor acknowledges that the Contractor currently enjoys property tax savings with respect to its business property in Prince Albert under a current fixed-term tax exemption granted by the City under the terms of an Agreement entered into between the parties. The Contractor acknowledges that any further tax exemption that may be considered beyond the term of such Agreement is in the absolute discretion of the City’s elected Council in accordance with *The Cities Act*.
- j. In addition to the Services Payment for the Paratransit Service included in Article 2.1 (f) above, the City will, to support the Paratransit Service, include in its annual budget during the Term the following amounts (not payable to the Contractor):

Year	Fuel Cost (\$)	Maintenance Cost (\$)
January 1 – December 31, 2025	100,000	125,706
January 1 – December 31, 2026	105,000	128,849

**ARTICLE 3- General Terms and Conditions**

**3.1 Vehicles**

- a. A list of all the City’s buses leased to the Contractor is included in the attached Seclude A (“**buses**”). These buses are leased by the City to the Contractor for exclusive use in the delivery of the Paratransit Service. The Contractor will

provide at its cost all vehicles used in connection with the Senior Transportation Service.

- b. Any removals or additions to number of buses provided in Schedule A will require the prior written agreement between the City and the Contractor.
- c. All buses used to operate the Paratransit Service shall operate in a safe and reliable manner. The Contractor and the City shall ensure that all buses are kept in good repair so that passenger and/or service disruptions do not occur.
- d. All buses are required to prominently display the City's logo as supplied by the City.
- e. To ensure the safety, convenience and comfort of the customers, the Contractor shall ensure that buses are kept in an optimum state of cleanliness.
- f. All buses are provided and owned by the City.
- g. The City is responsible for the Maintenance and Maintenance costs of the buses owned by the City, except for maintenance or costs resulting from damage, repairs or other cause incurred due to the Contractor's abuse, negligence, improper operations of the buses or arising from the Contractor's breach or deficient performance of Article 3.5(d) herein, for which the Contractor will be responsible and accountable as provided for in this Contract.
- h. All buses will be designated "no-smoking" buses, which the Contractor shall be responsible to enforce.
- i. All buses shall be parked indoor after the end of their shifts. The Contractor is responsible for securing an indoor heated parking space for the buses.
- j. If, in the opinion of the City, any bus is not in good working order, condition, repair, or clean and is considered unsuitable for the safe and comfortable transportation of passengers, the Contractor will immediately rectify the condition with or without notice from the City.
- k. Access to any of the Contractor's files and records that are related to the buses will be made available promptly upon request by the City.
- l. The Contractor shall be responsible for all costs associated with procuring, maintaining, licensing and/or any other costs associated with operating the fleet of vehicles utilized for the Senior Transportation Service.

### **3.2 Operation of City Owned Buses**

- a. The City will lease the buses to the Contractor for the contract Term at the nominal rate of \$1.00 per annum.
- b. The Contractor shall inform the City, in a timely manner, of any issues or maintenance requirements needed for the buses.
- c. The Contractor shall be solely and totally responsible for the operation of each of the buses used to carry out the terms of this Contract.

### **3.3 Standard of Care**

- a. The Contractor shall operate each of the buses and vehicles used in the performance of the Services in conformity with all applicable Federal, Provincial, and Municipal Statutes, regulations, bylaws and Orders in Council.

### 3.4 Independent Contractor

- a. The Contractor is an independent contractor, and all persons employed by the Contractor in connection herewith shall be employees of the Contractor, and not employees of the City in any respect. The Contractor shall effectively direct and supervise the Services to ensure conformance with the Contract.

### 3.5 Contract Performance

- a. The Contractor's performance will be reviewed as the City determines in its discretion is necessary to enforce the Contractor's performance of the Services to the quality of the Services required under this Contract.
- b. Payments made hereunder shall not relieve the Contractor from any liability or responsibility for performance required or implied by this Contract.
- c. If Contract performance is not satisfactory as determined by the City, the Contractor will be afforded a reasonable amount of time to rectify any default identified and if the situation is not resolved at such time, the Contract will at the City's option be subject to termination.
- d. All buses used in performance of this Contract shall be operated and maintained by the Contractor on a daily basis during the Term in a safe, lawful and reliable manner, with reasonable and incremental operational care, caution and precautionary mechanical servicing and attentions so as to avoid and mitigate Services disruptions and unnecessary or extraordinary Maintenance or Maintenance costs.
- e. To ensure the safety, convenience and comfort of the public using the Services, all buses and vehicles shall be maintained by the Contractor in an optimum state of cleanliness. Each bus and vehicle utilized in performance of this Contract by the Contractor will be maintained in its interior in neat, clean, dry and good repair, and on its exterior, in clean and good repair, free from external body or functional damage or risk thereof, and with a well-maintained external finish.
- f. If, in the opinion of the City, any buses used by the Contractor in performance of this Contract are not in good working order, condition, repair or clean, or is for any other reason considered unsuitable for the safe and comfortable transportation of passengers, or to avoid unnecessary or extraordinary Maintenance or Maintenance costs, the Contractor will immediately rectify the condition with or without notice from the City.
- g. Without limiting the Contractor's responsibilities under Article 3.13, the Contractor shall at all times maintain itself in good standing with necessary Safety Standard Certificates and ensure full compliance under *The Workers' Compensation Act*, and shall on demand of the City provide documentation verifying same.
- h. Without limiting the Contractor's responsibilities under Article 3.1(h), all buses will be designated and prominently posted as being "no-smoking" buses.
- i. All buses will be equipped with a two-way radio, a first aid kit, working climate control and a fire extinguisher approved by the City.
- j. The Contractor shall provide the City with maintenance records and verification of actual expenses incurred in such format and at such timeframes as the City reasonably requests.
- k. The Contractor's hours of service in delivering the Services shall be maintained by the Contractor in accordance with the attached Schedule B. Any changes to the service

hours for either Service require the prior written consent of the City.

- I. The Contractor's staffing complement for performing the Paratransit Transportation Service shall be maintained by the Contractor in accordance with the attached Schedule C. Any changes to the staffing complement require the prior written consent of the City.

### **3.6 Drivers**

- a. The Contractor shall ensure that every driver operating a City owned bus or a vehicle utilized in delivery of the Services has a valid subsisting driver's license endorsed for the operation of the bus as provided by applicable legislation or regulations; provided that if in any court of law such an operator is found not to be properly licensed and the City is assessed a fine or court costs as a result thereof, the City shall be indemnified and/or reimbursed forthwith by the Contractor for such fine or costs incurred by the City.
- b. The Contractor shall establish a dedicated pool of trained drivers who are qualified to participate in the performance of this Contract.
- c. The Contractor shall provide drivers who are in good mental and physical health.
- d. Drivers shall be alert and well rested at all times while operating buses and vehicles in performance of this Contract.
- e. Drivers shall be polite and well groomed, properly attired, and considerate of the customer at all times (i.e. no foul language, the customers are to be treated with respect, etc.).
- f. Any driver employed by the Contractor who is determined by the City's representative to be incompetent or unsuitable to interact with the public or otherwise of adverse impact on the City's reputation in connection with the Services, shall be immediately removed from his/her driving duties by the Contractor, at the written request of the City's contact representative.
- g. Drivers will be required to attend routine training services such as First Aid and Harassment Prevention. Such training will be the responsibility of the Contractor.

### **3.7 Quality and Reputational Assurances in Delivering the Service**

- a. Although the delivery of the Services is the sole responsibility of the Contractor, the City reserves and shall have the right to regularly during the Term review the Contractor's operations under this Contract and issue directives to the Contractor to remedy any condition that the City considers to be detrimental to the quality of the Service or the City's reputation in its delivery. The Contractor will be required to carry out the terms of such directives within seven (7) days after receipt of notice in writing from the City. The City may without prejudice to its rights under this Contract extend the time to carry out required remedies upon written requests by the Contractor. The City shall not supervise or have control or authority over, nor be responsible for, the Contractor's means, methods, techniques or procedures.



### **3.8 Reporting**

- a. In an acceptable reporting format to the City, the Contractor shall provide the City with the following:
  - i. Quarterly passenger trip statistics
  - ii. Annual audited financial statement.
  - iii. Annual operation report.
  - iv. Eligibility statistics.
  - v. Actual detailed revenue and operating costs on a quarterly basis as per Clause 2.1 (d).

### **3.9 Compliance with Laws and Regulations**

- a. The Contractor shall obtain all licenses and permits required for the performance of the Services, and in conformity with Article 3.13 ensure that it delivers the Services in compliance with all applicable laws and regulations
- b. The City will not be responsible for the Contractor's failure to perform the Services in accordance with the Contract, nor for its failure to comply with applicable laws and regulations.
- c. The Contractor shall hold and remain current, for the duration of the Contract Term, a City Business License.
- d. The Contractor shall immediately give notice to the City in the event the Contractor becomes or should reasonably become aware that the Contractor may for any reason be in contravention of applicable laws or regulations.
- e. The Contractor shall indemnify and save harmless the City from any legal liability or contravention of laws or regulations for which the Contractor is responsible.

### **3.10 City's Obligations**

- a. The City shall be responsible for the provision of fuel cards to the Contractor for the exclusive and specific use related to its performance of Paratransit Transportation Service under this Contract.
- b. Subject to Articles 3.1(g),(j) and 3.5(d), the City shall be responsible for the Maintenance and Maintenance costs [as defined in Article 2.1(h)] of the buses owned by the City that are utilized for providing the Paratransit Service.
- c. The City shall be responsible for the replacement of any of its buses used in performance of this Contract.
- d. Notwithstanding Article 2.1(a) and (f), costs paid directly by the City pursuant to this clause 3.10 or otherwise as required under this Contract shall under no circumstances constitute or be characterized as Supported Operating Costs, and costs incurred by the City related to the Contractor's deficient performance of the Contractor's obligations under this Contract shall be deducted in accordance with Article 2.1(c).

### **3.11 Contractor Obligations**

Subject to and without limiting any other obligations of the Contractor under this Contract:

- a. The Contractor is required to provide the City with the reports as listed under Section 3.8 of this Contract.
- b. The Contractor is required to report all bus incidents and or/ accidents to the City within 48 hours of occurrence.
- c. The Contractor is required to store City's buses in an indoor heated place.
- d. The Contractor is required to maintain in full force an insurance coverage during the term of this Contract as specified under Section 3.14 of this Contract.
- e. The Contractor acknowledges that the City owns all buses utilized in the delivery of the Paratransit Service.
- f. The Contractor shall ensure the responsible and ethical use of the fuel cards provided by the City to ensure that the fuel costs incurred do not exceed costs reasonably necessary for delivery of the Paratransit Service.
- g. The Contractor owns the fleet of vehicles utilized for Senior Transportation Service and shall reasonably procure, maintain, and license these vehicles.

**3.12 Indemnification**

- a. The Contractor agrees to indemnify and hold harmless the City, it's Council, officers, administrators, employees and agents, against and from any and all losses, claims, actions or suits, including costs and legal fees and costs, for or on account of injury, bodily or otherwise, to or death of persons, damage to or destruction of property belonging to City, or others, resulting from, arising out of, or in any way connected with Contractor's operations hereunder, excepting only such injury or harm as may be caused solely by the fault or negligence of the City, its Council, officers employees or agents. This indemnification does not apply to any claim or demand arising from or that is caused by the negligence or willful misconduct of City, its agents or employees; passenger upon passenger violence; or the Contractor's good faith adherence to City's policies, procedures and directives.

**3.13 Governing Law**

- a. This Contract shall be governed by the laws of Saskatchewan.
- b. Prior to commencing and for the entire Term of the Contract, the Contractor shall observe and comply with all provision of City bylaws, the Saskatchewan Employment Act, the Workers' Compensation Act, and all applicable federal, provincial and municipal laws, amendments and regulations made pursuant thereto.

**3.14 Liability Insurance**

- a. The Contractor shall maintain in full force and effect throughout the duration of this Contract, and any renewal thereof, insurance as follows:
  - i. Automobile Liability Insurance with a limit not less than \$2,000,000 (two million dollars) for Third Party liability and Property Damage Liability. Such insurance shall cover all vehicles used by the Contractor in the performance of the Services.
  - ii. Commercial General Liability Insurance with a limit of not less than \$5,000,000 (five million dollars) inclusive per occurrence for bodily injury and property damage liability.

- b. The City shall be listed as an additional insured under all policies held by the Contractor.
- c. The Contractor shall deliver certified copies of the insurance policies or certificates of insurance with the City prior to the execution of the Contract by the City, and annually thereafter during the Term within fifteen (15) days of renewal thereof.
- d. The Contractor shall obtain the commitment of the insurer in writing that it shall provide at least thirty (30) days notice to the City in the event of any change in insurance coverage, and shall cause the commitment to be delivered to the City.
- e. If the Contractor fails to maintain the required policies of liability insurance, the City may purchase temporary liability insurance and deduct the cost of such insurance from any money, which is or may become due and owing to the Contractor under this Contract.
- f. If the Contractor fails to re-establish adequate insurance coverage within five (5) days from the date of receipt of a notice from the City requiring him/her to do so, the City may terminate the Contract without further notice to the Contractor.

**3.15 No Assignment, Delegation or Sub-contracting**

- a. The Contractor shall not assign, delegate nor sub-contract any of the Services to be performed by it hereunder without the express written consent of the City, and any such attempted assignment, delegation or sub-contract shall entitle the City to terminate this Contract. If assignment, delegation or sub-contract is done with such consent it shall not relieve Contractor from its responsibility for the performance of any of its obligations hereunder.

**3.16 Termination for Convenience**

- a. Either party may terminate this Contract without cause at any time by giving six (6) months' notice in writing to the other party. Such termination shall not affect the rights of the parties which have accrued prior to the date of termination and shall not relieve any party from obligations arising during the term thereof. In the event of termination, the Contractor and City shall each be released and discharged from any claims by one against the other in connection with the termination or this Contract or the Services herein described.

**3.17 Complete Agreement**

- a. This Contract and attached schedules constitute the complete and integrated agreement between the parties. It is subject to change only by an instrument executed in writing by the City.

**3.18 Notices**

- a. Where notice is required from one party to the other to be given in writing, it may be delivered personally to either party's contact representative, or delivered or sent by mail, email or facsimile transmission to the appropriate address set out below.
- b. Notwithstanding the above, each party shall use the most expeditious method of giving the written notice or communication.
- c. A written notice or communication sent by mail shall be deemed to have been received ten (10) days from the date of posting. Whenever a notice or communication is sent by

email, acknowledgment by email from the receiving party must be given to the other party that the notice or communication has in fact been received, for it to be effective; if no such acknowledgment is given, it shall be deemed to have been received ten (10) days from the date of posting of the original document. Whenever a notice or communication is sent by facsimile transmission, acknowledgment from the receiving party must be given to the other party that the notice or communication has in fact been received, for it to be effective; if no such acknowledgment is given, it shall be deemed to have been received ten (10) days from the date of posting of the original document.

Notices to: City of Prince Albert  
1084 Central Avenue  
Prince Albert, SK S6V 7P3  
Attention: Director of Public Works  
Email: JDaSilva@citypa.com

Prince Albert and District  
Community Service Centre Inc.  
101 15<sup>th</sup> Street West  
Prince Albert, SK S6V 3P7  
Attention: Chief Executive Officer  
Email: b.powalinsky@pacsc.com

**3.19 Successors and Assigns**

This agreement shall be binding on all successors and assigns of the respective parties.

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

*(Municipal Seal)*

**THE CITY OF PRINCE ALBERT**

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

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

**IN WITNESS WHEREOF** Prince Albert and District Community Services Inc. has hereunto set their hand this \_\_\_\_\_ day of April 3 A.D., 2024.

*(Corporate Seal)*



**PRINCE ALBERT AND DISTRICT  
COMMUNITY SERVICES INC.**

Per: 

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

## Schedule A

### List of City Buses leased to the Contractor

Quantity	Bus Description (type, model and serial number)
1	2023 FORD CHASIS PARATRANSIT BUS, FORD CHASSIS 350 WARNER BUS LINES, DIAMOND COACH VIP 2800, 1FDDE4FN0PDD06006
1	2022 FORD CHASIS PARATRANSIT BUS, FORD E450 CHASSIS CRESTLINE BODY, STARTRANS SENATOR II, 1FDXE4FN1NDC17675
1	2019 FORD CHASIS PARATRANSIT BUS, FORD E450 CHASSIS CRESTLINE BODY, STARTRANS SENATOR II, 1FDDE4FS6KDC55691
1	2019 FORD CHASIS PARATRANSIT BUS, FORD E450 CHASSIS CRESTLINE BODY, STARTRANS SENATOR II, 1FDXE4FS1KDC70832
1	2018 FORD CHASIS PARATRANSIT BUS, FORD E450 CHASSIS CRESTLINE BODY, GOSHEN IMPULSE, 1FDXE4FS6JDC10382
1	2014 FORD CHASSIS PARATRANSIT BUS, FORD E450 STARCRAFT, ALLSTAR, 1FDDE4FS8EDB19325

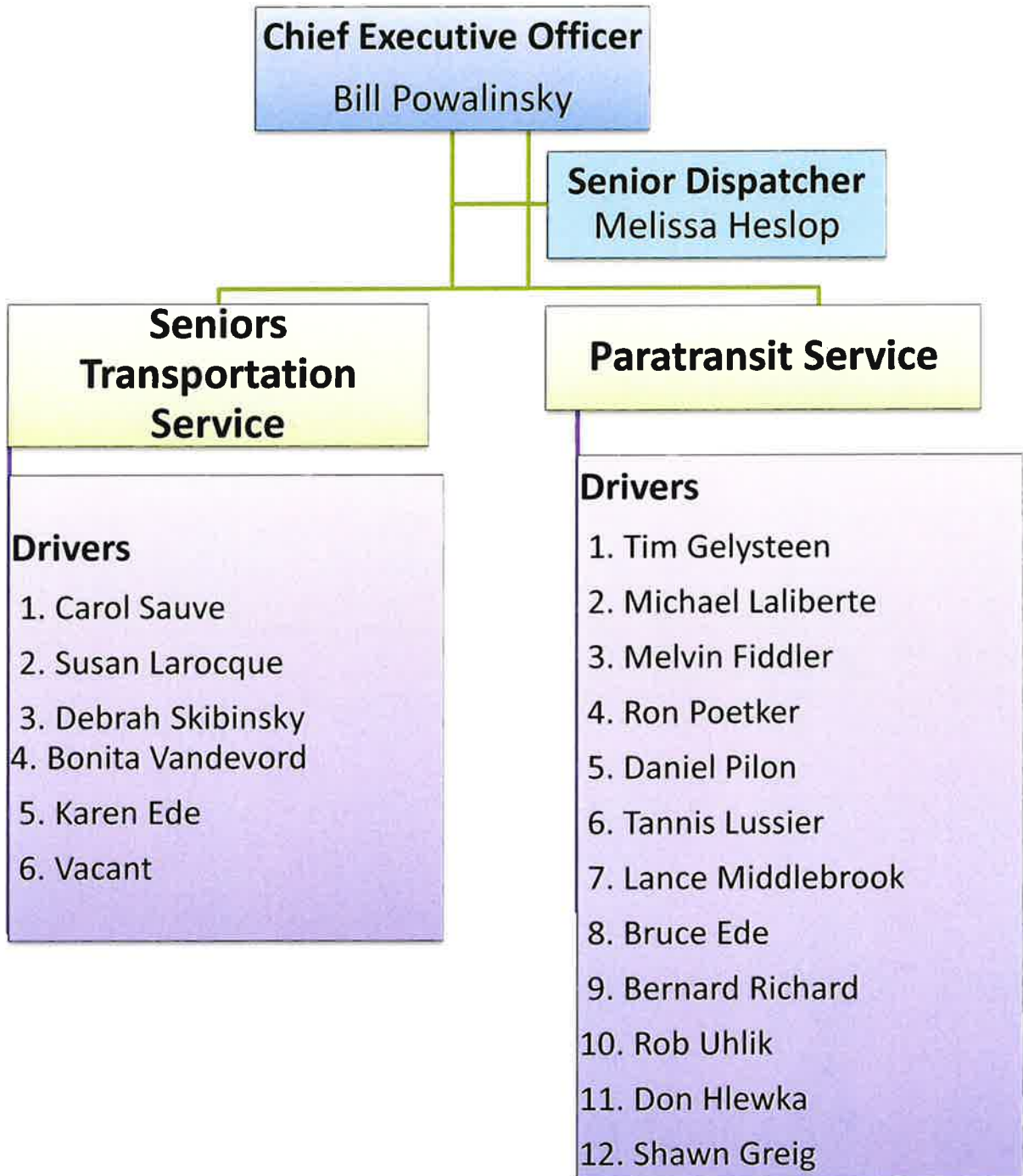
## Schedule B

**Hours of Service**

<b>Paratransit Transportation</b>		<b>Seniors Transportation</b>	
Monday	7:30 am - 5:30 pm	Monday	8:30 am - 5:00 pm
Tuesday	7:30 am - 10:30 pm	Tuesday	8:30 am - 5:00 pm
Wednesday	7:30 am - 10:30 pm	Wednesday	8:30 am - 5:00 pm
Thursday	7:30 am - 10:30 pm	Thursday	8:30 am - 5:00 pm
Friday	7:30 am - 10:30 pm	Friday	8:30 am - 5:00 pm
Saturday	7:30 am - 10:30 pm	Saturday	9:00 am - 6:00 pm
Sunday	9:00 am - 5:30 pm	Sunday	9:00 am - 5:00 pm

## Schedule C

### Contractor's Organizational Chart







*... providing services that enhance the quality of life to meet individual and community needs*

Website: [www.pacsc.com](http://www.pacsc.com)

**Community Service  
Centre**  
101 15<sup>th</sup> Street West  
Prince Albert, SK S6V 3P7  
Ph: 306-953-4461  
Fax: 306-953-4480

E-mail:  
[b.powalinsky@pacsc.com](mailto:b.powalinsky@pacsc.com)

To: Mohammad Kraishan  
Operations Manager  
Public Works  
City Hall | 1084 Central Avenue, Prince Albert

From: Bill Powalinsky

Date: Wednesday April 3<sup>rd</sup>, 2024

Subject: 2024 Funding - Paratransit

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The Board of Directors of the Community Service Centre has revised the request for funding from the City of Prince Albert. The overall cost of the additional funds for the 2024 operation has been reduced to \$82,971. The Board of Directors has committed \$30,000 from the Paratransit reserve. The balance of the operational funds increase requested is \$52,971 from the City of Prince Albert.

We have stayed the decision to suspend service until we have the answer from the City as to whether or not the request for \$52,971 over last year's budget will be granted. I can't emphasize enough how important and critical the \$52,971 grant is to continued status quo operations for 2024.

Regards

A handwritten signature in black ink, appearing to read "Bill Powalinsky", written in a cursive style.

Wm. (Bill) Powalinsky  
Chief Executive Officer



*"Prince Albert and District Community Service Centre provides services that enhance the quality of life to meet individual and community needs."*

101 15<sup>th</sup> Street West  
Prince Albert, SK S6V 3P7

Phone 306.953.4461  
FAX 306.953.4480  
Email b.powalinsky@pacsc.com

Wednesday, April 3, 2024

To Whom it May Concern

RE: Letter of Support

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The Prince Albert and District Community Service Centre provides an array of programs and services that enhance the quality of life to meet individual and client needs. Since 1971, the Community Service Centre has provided specialized services supporting citizens of Prince Albert and area. The centre has a long and proud history as a contractor of choice when it comes to employment readiness programs, vocational counselling and trusteeship. These programs, such as the Budget Counselling Program, Transition Initiative for Older Workers, Specialized Employment Services, Prince Albert Supported Employment, Access Transit and Senior's Transportation require annual funding submissions. I am pleased to write this letter in support of the funding proposals put forward by our Chief Executive Officer – Bill Powalinsky. The Board of Directors wholly supports the agency in its work and the invaluable services provided for people facing barriers in their daily lives.

Mr. Bill Powalinsky is the approved signing authority for the agency.

Again, thank you for your continued interest and support.

Sincerely,

A handwritten signature in black ink, appearing to read "G Mahussier", written in a cursive style.

Gloria Mahussier  
Chairperson – Board of Directors  
Prince Albert and District Community Service Center

c. Bill Powalinsky



# City of Prince Albert

**RPT 24-111**

**TITLE:** 2024-27 Social Services Subsidized Bus Pass Program - Letter of Understanding

**DATE:** April 15, 2024

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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## **RECOMMENDATION:**

That the Mayor and City Clerk be authorized to execute the Letter of Understanding between the City of Prince Albert and the Ministry of Social Services with regards to the Discounted Bus Pass Program 2024 - 2027.

## **TOPIC & PURPOSE:**

The purpose of this report is to receive Council approval for executing the Letter of Understanding (LOU) between the City of Prince Albert and the Ministry of Social Services in order to continue offering the Discounted Bus Pass Program to eligible customers from April 1, 2024 – March 31, 2027.

## **BACKGROUND:**

Since 2006, the City of Prince Albert has worked with the Ministry of Social Services to provide the Discounted Bus Pass Program. The Ministry of Social Services subsidizes the bus passes for their clients, paying \$25.00 per bus pass. In 2023, a total of 1779 discounted bus passes were purchased via this program in Prince Albert which equates to 148 passes per month on average. The subsidy amount for 2024 - 2027 is \$25.00 per pass which remains the same as 2023/24.

## **PROPOSED APPROACH AND RATIONALE:**

In order to provide the Ministry of Social Services clients with the Discounted Bus Pass Program, the Letter of Understanding between the City of Prince Albert and the Ministry of Social Services is required to be executed.

## **CONSULTATIONS:**

The Ministry of Social Services was consulted to review the \$25.00 subsidy for eligible transit customers in the City of Prince Albert. The amount is provincially set and is not increasing for the April 1, 2024 – March 31, 2027.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

The City will continue to publish the Discounted Bus Pass Program on its website.

**FINANCIAL IMPLICATIONS:**

The Ministry of Social Services financial contribution remains at \$25.00 per pass for eligible customers. The Ministry payments are made to the City of Prince Albert quarterly. The Ministry of Social Services client pays \$25.00 per bus pass, in addition to the subsidized amount, which results in \$50.00 in revenue for every pass sold.

In 2023, the Social Services Bus Pass Program generated \$88,950 of revenue for the City of Prince Albert. This includes monthly bus passes purchased by eligible customers and the subsidy provided by the Ministry of Social Services.

**PRIVACY IMPLICATIONS:**

Private information is collected from those purchasing the pass to ensure that they qualify for the Discounted Bus Pass Program as required by the Ministry of Social Services. This collection of personal information has been assessed and has been made accessible only to necessary City Hall staff. City Hall is the only location that is able to sell these passes in the City of Prince Albert.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no Policy, Other Considerations/Implications, Official Community Plan, or Options to Recommendations.

**STRATEGIC PLAN:**

This initiative supports the long-term strategic plan to recognize and accommodate the unique needs of the City's various social sectors by providing subsidized transportation to eligible Ministry of Social Services clients.

**PUBLIC NOTICE:**

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

**ATTACHMENTS: None**

Written by: Evan Hastings, Capital Projects Manager

Approved by: Director of Public Works & City Manager



**RPT 24-112**

**TITLE:** Rotary Mower Tender 12-24

**DATE:** April 15, 2024

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

1. Tender 12-24 for the purchase of Rotary Mower for Community Services, be awarded to Oak Creek Golf and Turf at a cost of \$197,584 including provincial sales tax, to be funded from the Fleet Equipment Reserve; and,
2. That the Mayor and City Clerk be authorized to execute any applicable documents behalf of the City, if required.

**TOPIC & PURPOSE:**

The purpose of this report is to award the purchase of a Rotary Mower Tender 12-24.

**BACKGROUND:**

The replacement of an 11 ft. Rotary Mower with a 15 ft. Rotary mower was approved in the 2024 capital Budget for \$215,000.

The Rotary Mower that it is replacing is 10 years old and repairs have been increasing as the unit ages.

**PROPOSED APPROACH AND RATIONALE:**

The Fleet currently has 4 large mowers in this category. The average current age is 7 years old, with this addition the average age will be 4 years old. The desired life span of 10 years of service.

The Vendor indicates that current delivery for the new unit will be 350 days from the purchase order is issued.

**CONSULTATIONS:**

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

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

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

**FINANCIAL IMPLICATIONS:**

The Rotary Mower is under budget by \$17,418 total

**OTHER CONSIDERATIONS/IMPLICATIONS:**

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

**STRATEGIC PLAN:**

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

**PUBLIC NOTICE:**

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

Written by: Tim Earing Fleet and Procurement Division Manager

Approved by: Director of Public Works & City Manager



# City of Prince Albert

**RPT 24-113**

**TITLE:** Side Load Sanitation Tandem Truck Tender 22-24

**DATE:** April 15, 2024

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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## **RECOMMENDATION:**

1. Tender 12-24 for the purchase of Side load Sanitation Tandem Truck, be awarded to Superior North America at a cost of \$536,095 including provincial sales tax, to be funded from the Fleet Equipment Reserve; and,
2. That the Mayor and City Clerk be authorized to execute any applicable documents behalf of the City, if required.

## **TOPIC & PURPOSE:**

The purpose of this report is to award the purchase of a Side Load Sanitation Tandem Truck, Tender 22-24.

## **BACKGROUND:**

The replacement of Garbage Truck with Rapid Rail Compactor was approved in the 2024 capital Budget for \$495,000.

The Side Load Sanitation Tandem Truck that it is being replaced is 10 years old and repairs have been increasing as the unit ages.

## **PROPOSED APPROACH AND RATIONALE:**

The Fleet currently has 9 Side Load Sanitation Tandem Trucks. The average age of these units is 8 years, with the addition of this unit the average age will be 7 years. The Vendor indicates that current delivery for the new unit will be 350 days from the purchase order is issued.

**CONSULTATIONS:**

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

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

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

**FINANCIAL IMPLICATIONS:**

The Side Load Sanitation Tandem Truck is over is over budget by \$41,095 total. The price is a 9% increase from the unit purchased in 2023. The increase in costs are due to a higher model year increase and the exchange rate on the dollar. The Capital purchases approved to date are under budget by \$277,745.97.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

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

**STRATEGIC PLAN:**

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

**PUBLIC NOTICE:**

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

Written by: Tim Earing Fleet and Procurement Division Manager

Approved by: Director of Public Works & City Manager





**RPT 24-114**

**TITLE:** Food & Beverage Cart Agreement - PA Golf & Curling Club

**DATE:** April 16, 2024

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

That a Food & Beverage Cart Service Agreement between the City and the Prince Albert Golf & Curling Club Inc., be approved for a three (3) year term, from May 1<sup>st</sup>, 2024 to April 30<sup>th</sup>, 2027.

That the Mayor and City Clerk be authorized to execute the Food & Beverage Cart Service Agreement on behalf of the City, once prepared.

**TOPIC & PURPOSE:**

The purpose of this report is to request approval for a new Food and Beverage Cart Service Agreement at Cooke Municipal Golf Course with the Prince Albert Golf & Curling Club.

**BACKGROUND:**

The current term of the Food & Beverage Cart Services Agreement is set to expire April 30<sup>th</sup>. Following consultation with the Prince Albert Golf & Curling Club a new term is recommended beginning with the 2024 golf season.

**PROPOSED APPROACH AND RATIONALE:**

The following is a summary of the agreement conditions:

- 3-year term as recommended.
- The Club is responsible for the liquor permit, associated insurance and signage. The Club will work together with the golf course marshals on the enforcement of permit regulations.
- The food and beverage carts will remain property of the Club and they are responsible for all operating, repair and maintenance costs.
- The Club is responsible for the future replacement of the cart fleet.

- The City will provide fuel for the carts through the golf course maintenance shop with the Club adhering to the City's fuel logging processes.
- The Club will provide the necessary staff and training.
- The Club will provide a minimum of one fully stocked cart on the course during peak hours with a second cart being mobilized based on sales trends and operational requirements as determined in consultation with the Head Golf Professional.
- The Club will provide yearly financial statements reflecting the revenues and expenses associated through the service.
- The City will schedule an annual meeting with the Club at the end of each season to review the service being provided.
- The Club will have 14 days to remedy any default of the agreement.
- Either party may terminate the agreement with 6 months' notice.

**CONSULTATIONS:**

- Prince Albert Golf & Curling Club Executive
- Head Professional, Cooke Municipal Golf Course

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

The Prince Albert Golf and Curling Club and golf course staff will be notified once the new agreement is approved effective the 2024 golf season. Execution of the Agreement will be coordinated with the Prince Albert Golf & Curling Club Executive.

**STRATEGIC PLAN:**

The report supports the long-term strategic goal of Promoting a Progressive Community. The food and beverage services at the Cooke Municipal Golf Course supports a positive experience for the golfing patrons while also supporting the tournaments and events hosted at the golf course.

**OFFICIAL COMMUNITY PLAN:**

The objectives of the report are in line with the OCP implementation strategy of working with partners and community organizations to capitalize the use of City facilities.

**PUBLIC NOTICE:**

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

**ATTACHMENTS:**

1. Food & Beverage Cart Service Agreement

Written by: Jody Boulet, Director of Community Services  
Approved by: City Manager

## **FOOD AND BEVERAGE CART - SERVICE AGREEMENT**

**THIS AGREEMENT** made in duplicate this      day of      A.D., 2024.

**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.**, a registered non-profit corporation in the Province of Saskatchewan, (hereinafter called "the Club").

**WHEREAS** the City operates and owns a municipal golf course known as the Cooke Municipal Golf Course, (hereinafter called the "Golf Course");

**AND WHEREAS** the Club has a permit from the Saskatchewan Liquor and Gaming Authority to sell alcohol to users of the Golf Course;

**AND WHEREAS** it is the mutual interest of the parties hereto to provide mobile food and beverage cart services to patrons of the Golf Course, (the "Service");

**AND WHEREAS** the City and the Club had previously entered into a Golf Cart Service and Leasing Agreement for a continuous term that commenced January 1<sup>st</sup>, 1997;

**AND WHEREAS** the City and Club s subsequently entered into a Food and Beverage Cart Service Agreement, effective from April 1, 2021 to April 30, 2024.

**AND WHEREAS** the City and the Club hereto agree to provide the Service under the new terms and conditions set out herein;

**NOW THEREFORE, THIS AGREEMENT WITNESSETH** that in consideration of the mutual terms, covenants, and agreements herein contained the City

and Club agree as follows:

### **1. TERM**

- a) In consideration of the provisos and conditions herein reserved and contained, this Agreement will be in effect for a term of three (3) years commencing May 1<sup>st</sup>, 2024 and ending April 30, 2027 subject to the provisions for earlier termination.

### **2. FOOD AND BEVERAGE CARTS**

- (a) It is agreed that the Food and Beverage Carts (“Carts”) will remain property of the Club and the Club shall be responsible for all operating, repair and maintenance costs associated with the Carts.
- (b) The City agrees to provide and pay the cost of the fuel required to operate the Carts and the Club agrees that it will adhere to any fuel logging processes implemented by the City.
- (c) The Club agrees to be financially responsible for the replacement of the Food and Beverage Carts and that the design of any new replacement Carts shall be agreed upon by both the City and the Club.

### **3. THE CLUB’S OBLIGATIONS**

The Club specifically covenants and agrees:

- a) To provide the food, beverages, and staffing necessary to operate the Service on the Golf Course in accordance with the regulations of the *Saskatchewan Liquor and Gaming Authority* and the *Saskatchewan Health Authority*, and to provide a copy of the applicable permits and licenses to the City upon request.
- b) To provide a minimum of one (1) fully stocked Cart on the course during the peak hours of operation determined in consultation with the Head Golf

Professional, subject to inclement weather. Both parties also agree that several Carts can be mobilized at any time based on sales trends and operational requirements.

- c) To be responsible for recruiting, hiring, and paying the staff required to provide the Service. The staff will be trained and supervised by the General Manager of the Club as to service routes, Cart operations, and golf course etiquette. The Club shall also ensure that all staff are at all times readily clad, clean in appearance and of good deportment, it being strictly understood and agreed that these staff shall be employees of the Club.
- d) To ensure its staff are properly trained in regards to the enforcement of regulations related to the *Saskatchewan Alcohol and Gaming Regulation Act*.
- e) To work with the golf course marshals on the mutual enforcement of liquor permit regulations in which the Club's duty is to report violations to the course marshal and the course marshal's duty is to address the violations with the offenders and apply the required disciplinary action.
- f) To acquire at its cost, the appropriate signage to be erected on the Golf Course related to Saskatchewan Liquor and Gaming Authority Regulations and to receive approval by the City in regards to the location of the signage.
- g) To comply with all regulations, codes, licenses, bylaws, statutes, laws or ordinances by federal, provincial or municipal governments.
- h) To take the necessary steps to ensure its staff are vigilant of the safety to golfers while operating Carts and that they will operate Carts in such manner which minimizes wear and tear on the Carts and on the Golf Course.
- i) To provide the Service without cost to the City except for costs assumed by the City as prescribed in this Agreement.
- j) To obtain the following insurance coverage upon commencement of the term

and keep insured with an insurer or insurers satisfactory to the City at the sole cost and expense of the Club, for the mutual benefit of the City and the Club, jointly and severally.

- i. Comprehensive General Liability coverage that includes Director and Officer Liability coverage in an amount of not less than five million dollars (\$5 million) per occurrence. The City of Prince Albert shall be listed as an additional insured party and a fifteen (15) day notice of cancellation shall be incorporated into the insurance coverage. A Certificate of Insurance shall be provided to the City as proof of compliance by the 31<sup>st</sup> day of March each year.
- k) To keep full and accurate accounts of all its financial transactions, including separate accounting of the financial activities directly related to the Service.
- l) To provide the City with a yearly unaudited Financial Statement reflecting the revenue generated by the Service by no later than the 30<sup>th</sup> day of November in each year. The Financial Statement, consisting of a statement of financial position, statement of operations, statement of changes in net assets, and a statement of cash flows which will be completed in accordance with Canadian generally accepted accounting principles.
- m) To provide the City other information from the Financial Statement, specifically including breakdown of revenues and expenses as may be requested.

The Club agrees to maintain an incorporated status under *The Non-Profit Corporation Act, 2022* of Saskatchewan, as it may be amended from time to time and to provide the City with a copy of the registration of the Club under *The Non-Profit Corporation Act, 2022* not later than April 30<sup>th</sup> of each year.

#### **4. THE CITY'S OBLIGATIONS**

Subject to the Club fulfilling its obligations under the terms of this Agreement, the

City covenants with the Club and agrees as follows:

- a) To schedule an annual meeting at the end of each operating season to review the Service and discuss resolution(s) for any issues that have arisen within the scope of the Agreement. Such a meeting shall include the President and General Manager of the Club, the Head Golf Professional, and a representative of the City.
- b) To maintain a public liability insurance policy with respect to the City's interests as they appear in this Agreement.
- c) To provide the Club with proper notice when closing any portion of the Golf Course due to urgent maintenance or the completion of capital projects.

## **5. COMPLIANCE AND INDEMNIFICATION**

The Club specifically covenants and agrees:

- a) To indemnify and save harmless the City from and against all or any manner of actions or causes of action, damages, loss, cost or expenses, which the City may sustain, incur or be put to by reason of any injury or damage to any persons or to any goods and chattels contained in, upon or about the Golf Course relating to or arising out of the Club's Service delivery or activities or that of the invitees, subtenants, licensees, employees, volunteers or agents of the Club during the term of this Agreement, unless caused by negligence of the City, its agents or servants. It is understood and agreed that the City shall be subrogated to any rights of the Club against any third parties in respect of matters for which the Club is to indemnify the City.
- b) That it has no authority to act as an agent of the City and will not hold itself out as such an agent. Not to limit the generality of the foregoing, the Club agrees that it shall not in any manner pledge the credit of the City or in any manner encumber real or chattel property of the City.

- c) To indemnify and save harmless the City from all debts, actions, causes of action, claims, damages, costs and damages for, upon or arising out of the Club's Service, or any occurrences whatsoever arising out of the Club's breach of subsection (b) of this clause or its advertent or inadvertent negligence or any occurrences whatsoever arising out of the matters referred to in this Agreement. If the City shall at any time be called upon to pay or does pay any debt or liability arising as aforesaid, then the said amount shall be payable by the Club to the City upon demand.

## **6. REFERENCE AND ASSIGNMENT**

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

## **7. DEFAULT AND TERMINATION**

- a) If the Club refuses, neglects or omits to perform any of its obligations contained in this Agreement, the City may give notice to the Club specifying the nature of the default. Such notice shall require the Club to remedy its default or to provide the City with a schedule for the remedying of such default within fourteen (14) days of service of the default or such further extended period agreed upon by both parties in writing.
- b) Should the Club fail to commence to remedy its default or provide the City with a schedule acceptable to the Director or Community Services for remedying such default within the time allowed within the notice of default, having commenced to remedy the default, fails to proceed or complete the same with reasonable diligence, then the City do any or all of the following:



- i. may remedy the default;
  - ii. terminate the Agreement;
  - iii. assume carriage of the Services;
  - iv. shall be entitled to recover the costs of remedying the default; and
  - v. in addition to all other remedies available at law, shall be recoverable from the Club as a debt, payable on demand, and if unpaid, payment may be enforced.
- c) Any of the following occurrences or acts shall constitute an event of default by the Club, and shall be considered sufficient cause to terminate the agreement, specifically:
- i. The Club declaring insolvency or bankruptcy;
  - ii. The Club failing to comply with the terms of this Agreement within a period of thirty (30) days subsequent to receipt of notice from the City to rectify such breach;
  - iii. The Club failing to comply with the Non-Profit Corporations Act, 2022 or its own bylaws;
  - iv. The Club failing to comply with the terms of any Bylaws or Provincial or Federal Acts or Regulations governing the rights of the users of the facilities; or
  - v. if at any time during the currency of this Agreement the Club ceases to provide the Service to the users of the Golf Course.
- d) In addition to the other provisions regarding termination of this Agreement, this Agreement may be terminated upon six (6) months written notice prior to the end of the term hereof by either party to the other.
- e) No waiver by the City or any breach by the Club shall be deemed a waiver of or in any way affect or prejudice the rights and remedies of the City in respect of any future or other breach of the covenants or obligations on the part of the Club herein contained.

## 8. ARBITRATION

- a) In the event that a dispute arises between the Club and the City, in relation to the interpretation or application of the within Agreement, such disagreement shall be arbitrated according to the provisions of *The Arbitration Act* for the Province of Saskatchewan, subject to the proviso that the matter of disagreement shall be determined by a single Arbitrator selected by the parties, or in the event that the parties cannot reach an agreement as to the identity of such single Arbitrator, such Arbitrator may be identified by application of either party to the Court of Queen's Bench in that regard. The costs of such arbitration process shall be presumed to be shared equally by the parties, unless in the Arbitrator's unfettered discretion, the Arbitrator rules that a different sharing of the Arbitration process expenses is appropriate and any such amount owing by one party to the other shall be due and payable forthwith upon issuance of the Arbitrator's ruling.

## 9. NOTICE

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

City of Prince Albert

c/o Director of Community Services

1084 Central Avenue, Prince Albert, Saskatchewan, S6V 7P3

- b) Any notice mailed as aforesaid shall be conclusively deemed to have been given on the second business day following the day on which it was mailed or posted. The Club may at any time give notice in writing to the City any address which it desires notices to be directed to and thereafter all notices shall be mailed to the new address so notified.

## **10. RELATIONSHIP CREATED**

- a) It is understood and agreed that any provision contained herein or any act or acts of the Parties hereto shall be deemed to create any relationship between the Parties hereto other than the relationship described in this agreement.

## **11. AMENDMENT OF AGREEMENT**

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

## **12. TERMS, COVENANTS AND CONDITIONS INVALID**

- a) If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or application of such terms, covenant or condition to any person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law. All of the provisions of this Agreement are to be construed as covenants and agreement as though the words importing such covenants and agreements were used in each separate paragraph hereof.

## **13. GOVERNING LAW**

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

## **14. ENTIRE AGREEMENT**

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

## **15. ENUREMENT**

- a) This Agreement shall endure to the benefit of and be binding upon the Parties hereto, their heirs, executors, administrators, successors and assignees.

## **16. PARAGRAPH HEADINGS**

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

## **17. EFFECTIVE DATE**

- a) This Agreement, effective May 1<sup>st</sup>, 2024, shall supersede and be in replacement of all other subsisting Agreements which may have been executed previous to 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 Golf and Curling Club Inc. has  
affixed its corporate seal as duly witnessed by the hands of its proper officers in that  
behalf, duly authorized this day of A.D., 2024.

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

\_\_\_\_\_

CANADA  
PROVINCE OF SASKATCHEWAN  
TO WIT:

**DECLARATION**

I, \_\_\_\_\_, of the City of Prince Albert, in the Province of Saskatchewan, DO SOLEMNLY DECLARE:

1. That I have been appointed by the Board of Directors as an Officer of Prince Albert Golf and Curling Club Inc..
2. That, pursuant to the Corporation's Bylaws and/or Board Resolution, I am authorized by the Corporation to execute all contracts, documents or instruments in writing generally required by the corporation, or to sign specific contracts, documents or instruments in writing, and all such contracts, documents or instruments in writing so signed are binding upon the Corporation without any further authorization or formality.
3. That I have been specifically authorized to execute the within or annexed document.
4. I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

DECLARED BEFORE ME at the City of Prince Albert, in the Province of Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

\_\_\_\_\_  
**Corporate Officer's Signature**

\_\_\_\_\_  
A COMMISSIONER FOR OATHS  
in and for the Province of Saskatchewan.  
My Commission expires:



***RPT 24-117***

**TITLE:** 2024 Property Tax Bylaws

**DATE:** **April 16, 2024**

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATIONS:**

1. That the following Bylaws receive first and second reading:
  1. Property Tax Bylaw – Bylaw No. 2 of 2024.
  2. Snow Management Special Tax Bylaw – Bylaw No. 3 of 2024.
  3. Roadways Special Tax Bylaw – Bylaw No.4 of 2024.
  4. Police Special Tax Bylaw – Bylaw No. 5 of 2024.
  5. Business Improvement District (BID) Levy Bylaw – Bylaw No.6 of 2024.
2. That a Reserve called the Vacant Residential Lot Program be approved for the collection of revenue from the Vacant Residential Land Minimum Tax relating to the Vacant Residential Lot Program.
3. That Council approve the one-time commercial abatement program outlined in this Report.

**TOPIC AND PURPOSE:**

To consider the following 2024 Property Tax Bylaws:

- Property Tax Bylaw – Bylaw No. 2 of 2024.
- Snow Management Special Tax Bylaw – Bylaw No. 3 of 2024.
- Roadways Special Tax Bylaw – Bylaw No.4 of 2024.
- Police Special Tax Bylaw – Bylaw No. 5 of 2024.
- Business Improvement District (BID) Levy Bylaw – Bylaw No.6 of 2024.

**BACKGROUND:**Property Tax Tools

Property tax tools available to the City of Prince Albert are as follows:

- **Mill Rate** (Ad Valorem): basic tax rate applicable to all assessed properties in the City.
- **Mill Rate Factor:** applies a ratio to increase or decrease the effective mill rate in each of the property classes or sub-classes.
- **Minimum Tax:** guarantees that a property will pay a minimum amount for the General Municipal Levy, currently set at \$800, and Vacant Residential Land at \$1,600.
- **Base Tax:** a specific amount of money applied to each property that effectively reduces the difference in property taxes between the lower and higher assessed properties.

A **new base tax** was introduced in 2022 to generate revenue to fund general operations of the City.

Residential: \$40 per home  
 Multi-Residential: \$20 per multi-unit  
 Sliding commercial scale

This base tax is for the general operations of the City.

- **Special Tax:** a specific amount of money raised by a special tax to be used for a specific service or purpose. The service or purpose must be completed within the taxation year.

A municipality may pass a special tax bylaw and Subsection 278(1) of the *Cities Act* provides that the use of the revenue raised by a special tax must be used for that specific service or purpose stated in the bylaw. Subsection 278(2) of the *Cities Act* then states that when there is excess revenue generated from the special tax (i.e. actual expenses are less than the actual revenue from the special tax), the City shall give public notice of the use to which it proposes to put the excess revenue. This requirement in subsection 278(2) will allow for transparency between the City and residents as to what their tax dollars are being used for.

The 2022 Property Tax Bylaws changed the following from a Base Tax to a Special Tax as per legislation.

Council approved the following Special Taxes to balance the 2023 Budget:

**Police Special Tax: \$35 per door. This special tax is to fund the Proactive Policing Unit.**



**Snow Special Tax**

Residential: \$72 per residential roll  
 Multi-Residential: \$23 per multi-unit  
 Sliding commercial scale

**Roadways Special Tax**

Residential: \$204 per residential roll  
 Multi-Residential: \$67 per multi-unit  
 Sliding commercial scale

The Snow Special Tax was increased in 2023 to reflect the increased budget relating to snow management. The Roadways Special Tax was increased in 2023 with the amalgamation of the Roadways Paving Program and the Concrete Sidewalk, Curb & Median Rehabilitation Program into the Roadways Special Tax.

**PROPOSED APPROACH AND RATIONALE:**

An additional **\$2,660,656** needs to be raised in taxation for 2024, as per approved operating and capital budgets and reserve allocations:

Name	2024 Budget	2023 Budget	Increase / (Decrease)
General Municipal Levy	\$36,271,076	\$34,221,550	\$2,049,526
Federal Government Grant in Lieu	\$147,000	\$143,000	\$4,000
Provincial Government Grant in Lieu	\$1,830,000	\$1,801,000	\$29,000
First Nations Reserve Land	\$379,000	\$363,100	\$15,900
<b>Municipal Levy</b>	<b>\$38,627,076</b>	<b>\$36,528,650</b>	<b>\$2,098,426</b>
Library Levy	\$2,375,430	\$2,253,950	\$121,480
Capital Projects Levy	\$1,550,000	\$1,543,200	\$6,800
Snow Management Special Tax	\$1,682,850	\$1,548,900	\$133,950
Roadways Special Tax	\$4,400,000	\$4,100,000	\$300,000
Police Special Tax	\$554,600	\$554,600	\$0
Base Tax	\$720,000	\$720,000	\$0
	<b>\$11,282,880</b>	<b>\$10,720,650</b>	<b>\$562,230</b>
<b>Total Increase</b>	<b>\$49,909,956</b>	<b>\$47,249,300</b>	<b>\$2,660,656</b>

*Note: The budget of \$300,000 for the concrete rehabilitation program was included in the 2023 Budget under the General Municipal Levy.*

The Report will provide further details on the above increased budgets.

**2024 One-Time Commercial Abatement**

This report is recommending a one-time abatement to commercial properties who meet the following criteria:

- Their municipal increase was greater than 10%; AND
- Their municipal increase was greater than \$1,000.

The amount of the abatement being recommended is 50% of their municipal increase. No abatement is being provided on any schools, library or BID increases. This abatement is also 100% funded by the additional commercial municipal taxes generated due to the commercial assessment change.

With the revaluation in Year 2025, Administration will be looking at the tax tool structure. That review will include making changes to tax tools, including the mill rate factors, special and base tax tiers and the commercial tiering structure.

It is recommended that the mill rate factors not be adjusted for 2024 Tax Tools as there will be some large properties that will benefit from decreasing the mill rate factor. By leaving the mill rate factors the same for 2024, the properties with a substantial increase will be provided with an abatement of 50% of the municipal increase based on the criteria listed above. This allows the City to isolate only those properties with large changes, instead of providing further benefits to those who were not impacted or went down in value.

For residents, the 2024 tax tools will result in increases in the range of 2.4% which is substantially lower than anticipated with the approved 2024 Budget. The budget increase approved was 8% for 2024.

**Mill Rates**

The 2024 Property Tax Tools is proposing the following mill rates:

Levy	Year 2023	Year 2024 Proposed	Increase / Decrease
General Municipal	10.872 mills	11.307 mills	4.00% increase
Civic Facilities	0.470 mills	0.470 mills	No Change
Library	0.682 mills	0.662 mills	2.93% <u>decrease</u>
Minimum Tax	\$800.00	\$800.00	No Change
Minimum Tax – Vacant Residential Land	\$1,600.00	\$1,600.00	No Change

For the 2024 Property Tax Tools, the Mill Rate Factors are not being changed.

The 2024 Property Tax Tools includes the following change to Commercial Tier 5 for taxable value to reflect the increased assessment values.

There are five Tiers for Commercial Mill Rate Factors.

**Commercial tiering is based on taxable value.**

Class	Mill Rate Factors	Taxable Value (New in Bold)
Agriculture	0.856	
Residential	0.938	
Condominium	0.856	
Multi-Unit Residential	1.090	
Commercial - Tier 1	1.950	Less than \$850,000
Commercial - Tier 2	1.950	\$850,001 - \$4,200,000
Commercial - Tier 3	2.100	\$4,200,001 - \$8,000,000
Commercial - Tier 4	2.500	\$8,001,000 - <b>\$20,000,000</b>
Commercial - Tier 5	2.200	<b>Over \$20,000,001</b>
Vacant Commercial Land	2.466	
Care Home and Group Home	0.938	
Hotel and Motel	2.200	
Elevators and Railroads	3.000	

**Commercial Tiers**

The taxable value has been updated for Commercial Tier 4 and Tier 5. Previously Tier 5 was over 15,000,001 taxable value, however the 2024 Property Tax Tools are recommending to change Tier 5 to over \$20,000,001, due to the impact of the increased assessment changes to commercial.

## Summary

Administration has reviewed all tax tools that are available to City Council for raising the funds to balance the 2024 approved Budget and are recommending the following:

- Increase the General Municipal Levy from 10.872 mills to 11.307 mills which equates to a 4.00% increase from 2023.
- Increase the Snow Management Special Tax to fund the increased approved budget of \$133,950. There needs to be an increase to the Special Tax to fund snow management. The increase is a \$3.00 increase for residential, a \$1.00 increase for multi-residential and a 5% increase to the commercial tiering.
- Decrease the Roadways Special Tax for Commercial Tiers due to increased assessment changes. The Roadways Special Tax includes funding for the approved \$300,000 Concrete Sidewalk, Curb & Median Rehabilitation Program along with the Roadways Recapping Program of \$4,100,000. This change aligns all Roadway Paving Program costs including paving, sidewalk and rehabilitation together as one Program funded by the Special Tax. The Roadways Special Tax for commercial tiering is reduced by 9.5% due to the increased assessment changes for commercial. There is no change to the special tax relating to residential and multi-residential.
- Increase the base tax to fund the increased costs relating to the general operations of the City. The base tax is being proposed to increase \$5.00 for residential and \$2.00 for multi-residential. There is no increase for the base tax for commercial as the increased commercial assessment is generating additional revenue in base taxes.
- Decrease the Library Levy from 0.682 mills to 0.662 mills due to the increased assessment changes for commercial.
- Increase the BID Levy from 0.064 to 0.087 as per the increased budget for the Prince Albert Downtown Improvement District relating to downtown security in the increased amount of \$40,000 for the 2024 Budget.
- Keep the Minimum Tax of \$800 for Residential and \$1,600 for Vacant Residential Land. The additional revenue from vacant lots is utilized for the Vacant Lot Program and is not available to balance the 2024 Budget.

With the above recommendations, there is **NO impact** to the following:

Police Special Tax:	\$35 per door
Civic Facilities Levy	0.470 mills
Destination Marketing Tax	sliding scale for hotel properties.

**SUMMARY OF 2024 TAX TOOLS:**

General Municipal Levy	<u>2023 Rates</u> 10.872	<u>Proposed</u> 11.307	<u>Increase</u> 0.435	<u>% Increase</u> 4.00%
Library Levy	<u>2023 Rates</u> 0.682	<u>Proposed</u> 0.662	<u>Decrease</u> -0.02	<u>% Decrease</u> -2.93%
<b>Snow Management Special Tax</b>	<u>2023 Rates</u>	<u>Proposed</u>	<u>Increase</u>	<u>% Increase</u>
Residential **	\$72	\$75	\$3	4.17%
Multi-Residential	\$23	\$24	\$1	4.35%
<b>Commercial - Tiers</b>				<b>5.00%</b>
<b>Roadways Special Tax</b>	<u>2023 Rates</u>	<u>Proposed</u>	<u>Change</u>	<u>% Change</u>
Residential **	\$204	\$204	\$0	0.00%
Multi-Residential	\$67	\$67	\$0	0.00%
<b>Commercial - Tiers</b>				<b>-9.50%</b>
<b>Minimum Tax</b>	<u>2023 Rates</u>	<u>Proposed</u>	<u>Change</u>	<u>% Change</u>
Residential	\$800	\$800	\$0	0.00%
<b>Minimum Tax</b>	<u>2023 Rates</u>	<u>Proposed</u>	<u>Change</u>	<u>% Change</u>
Vacant Residential Land	\$1,600	\$1,600	\$0	0.00%
<b>BID Levy</b>	<u>2023 Rates</u> 0.064	<u>Proposed</u> 0.087	<u>Increase</u> 0.023	<u>% Increase</u> 35.94%
<b>Base Tax</b>	<u>2023 Rates</u>	<u>Proposed</u>	<u>Change</u>	<u>% Change</u>
Residential **	\$40	\$45	\$5	12.50%
Multi-Residential	\$20	\$22	\$2	10.00%
<b>Commercial - Tiers</b>				<b>0.00%</b>

\*\* Residential includes Vacant Residential, Condominiums, Agricultural and Care Homes.

As per the Cities Regulations, **Multi-Residential is a property to be used for or in conjunction with a residential purpose and to accommodate four or more self-contained dwelling units within a parcel.**

Therefore, a Duplex (two units) is classified as Residential and is charged the Special Taxes and Base Tax of a Residential Property. To be classified as a Multi-Residential, there needs to be four or more self-contained dwelling units within a parcel.

**General Municipal Levy (Mill Rate) Increase**

Administration is recommending increasing the General Municipal Levy from 10.872 mills to **11.307** mills, which is an increase of 4.00% over 2023.

This Mill Rate will generate taxation revenue of \$40,482,371, which is an increase of \$2,114,911 over 2023. The additional revenue beyond what is required for in the 2024 Budget is generated from commercial properties, and will fund the abatement program being recommended in this report due to the increased commercial assessment changes.

**Library Levy Decrease**

Although the 2024 Budget for the Prince Albert Library has been increased, the Library Levy is decreasing due to the increased assessment changes for commercial businesses. The levy needs to be reduced or there will be a surplus from the Library Levy.

The Library Levy will be **decreased** as follows:

Levy	Year 2023	Year 2024	Decrease	% Decrease
Library Levy	0.682 mills	0.662 mills	0.02 mills	(2.93%)

The decrease to the Library Levy will be sufficient for the approved budget increase.

The impact to a residential homeowner for the Library Levy decrease is very minimal. The decrease is estimated to be between \$1 to \$7 annually.

**Snow Management Special Tax Increase**

The 2024 Budget for Snow Management was increased by \$133,950 due to increased costs for staffing, fleet costs and materials.

Snow Budget	Year 2024	Year 2023	Increase	% Increase
Salaries Wages Benefits	\$812,850	\$696,900	\$115,950	16.64%
Fleet Expenses	\$573,900	\$565,900	\$8,000	1.41%
Maintenance Materials	\$296,100	\$286,100	\$10,000	3.50%
<b>Total Budget</b>	<b>\$1,682,850</b>	<b>\$1,548,900</b>	<b>\$133,950</b>	<b>8.65%</b>

Due to the increase in snow management, Administration is recommending increasing the Snow Management Special Tax as follows:

Snow Special Tax	Original	Proposed	Increase	% Increase
Residential	\$72	\$75	\$3.00	4.17%
Multi-Residential	\$23	\$24	\$1.00	4.35%

The impact to a Commercial User for an increase in the Snow Management Special Tax is a **5% increase** as per below:

Taxable Value			Increase 5%	
Min	Max	Snow - Year 2023	Snow - Proposed	Increase
-	150,000.00	\$144.00	\$151.00	\$7.00
150,001.00	300,000.00	\$345.00	\$362.00	\$17.00
300,001.00	450,000.00	\$587.00	\$616.00	\$29.00
450,001.00	600,000.00	\$673.00	\$707.00	\$34.00
600,001.00	750,000.00	\$702.00	\$737.00	\$35.00
750,001.00	900,000.00	\$909.00	\$954.00	\$45.00
900,001.00	1,050,000.00	\$1,150.00	\$1,208.00	\$58.00
1,050,001.00	1,200,000.00	\$1,346.00	\$1,413.00	\$67.00
1,200,001.00	1,350,000.00	\$1,564.00	\$1,642.00	\$78.00
1,350,001.00	1,500,000.00	\$1,783.00	\$1,872.00	\$89.00
1,500,001.00	2,000,000.00	\$2,300.00	\$2,415.00	\$115.00
2,000,001.00	2,500,000.00	\$2,760.00	\$2,898.00	\$138.00
2,500,001.00	3,000,000.00	\$3,105.00	\$3,260.00	\$155.00
3,000,001.00	3,500,000.00	\$3,450.00	\$3,623.00	\$173.00
3,500,001.00	4,000,000.00	\$4,025.00	\$4,226.00	\$201.00
4,000,001.00	5,000,000.00	\$4,945.00	\$5,192.00	\$247.00
5,000,001.00		\$5,405.00	\$5,675.00	\$270.00

By increasing the Snow Management Special Tax, the additional revenue will fund the approved 2024 Budget.

**Roadways Special Tax Decrease for Commercial Tiers**

The Roadways Special Tax collects revenue to fund the annual Roadways Paving Program. The 2023 Tax Tools approved that the Roadways Special Tax increase include funding for the approved \$300,000 Concrete Sidewalk, Curb & Median Rehabilitation Program.

This change aligns all Roadways Paving Program costs including paving, sidewalk and rehabilitation together as one Program funded by the Roadways Special Tax.

Due to the increased assessment changes in commercial, it is necessary to decrease the Roadways Special Tax for Commercial Tiers as the increased commercial assessment was generating a surplus.

As such, **there is a 9.5% reduction applied to all commercial tiers for the Roadways Special Tax as follows:**

Taxable Value			Decrease 9.5%	
Min	Max	Roadways - Year 2023	Roadways - Proposed 2024	Decrease
-	150,000.00	\$525.00	\$475.00	(\$50.00)
150,001.00	300,000.00	\$683.00	\$618.00	(\$65.00)
300,001.00	450,000.00	\$1,260.00	\$1,140.00	(\$120.00)
450,001.00	600,000.00	\$1,869.00	\$1,691.00	(\$178.00)
600,001.00	750,000.00	\$2,415.00	\$2,186.00	(\$229.00)
750,001.00	900,000.00	\$3,045.00	\$2,756.00	(\$289.00)
900,001.00	1,050,000.00	\$3,570.00	\$3,231.00	(\$339.00)
1,050,001.00	1,200,000.00	\$4,200.00	\$3,801.00	(\$399.00)
1,200,001.00	1,350,000.00	\$4,862.00	\$4,400.00	(\$462.00)
1,350,001.00	1,500,000.00	\$5,250.00	\$4,751.00	(\$499.00)
1,500,001.00	2,000,000.00	\$6,825.00	\$6,177.00	(\$648.00)
2,000,001.00	2,500,000.00	\$8,085.00	\$7,317.00	(\$768.00)
2,500,001.00	3,000,000.00	\$8,925.00	\$8,077.00	(\$848.00)
3,000,001.00	3,500,000.00	\$9,975.00	\$9,027.00	(\$948.00)
3,500,001.00	4,000,000.00	\$11,550.00	\$10,453.00	(\$1,097.00)
4,000,001.00	5,000,000.00	\$14,070.00	\$12,733.00	(\$1,337.00)
5,000,001.00		\$15,225.00	\$13,779.00	(\$1,446.00)



There is no impact to the Roadway Special Tax for Residential, Multi-Residential or Condo as follows:

Roadways Special Tax	2023	2024	Increase	% Increase
Residential	\$204	\$204	\$0.00	0%
Multi-Residential	\$67	\$67	\$0.00	0%

By decreasing the Roadways Special Tax specific to the Commercial Tiers, the revenue to be generated will fund the Roadways Recapping and Concrete Sidewalk, Curb & Median Rehabilitation Program.

**Base Tax**

This report is recommending an increase to the base tax for residential and multi-residential to fund the increase in the general operations of the City. The revenue generated will fund annual operations, increased costs in emergency services, and the increased costs of salaries, wages and benefits for all city employees.

The Base Tax is being recommended to be increased in 2024 as follows:

Base Tax	2023	2024	Increase	% Increase
Residential	\$40	\$45	\$5.00	12.50%
Multi-Residential per unit	\$20	\$22	\$2.00	10.00%

There is no increase in the base tax for Commercial as the increased assessment changes are generating additional revenue for the base tax.

**Minimum Tax Increase**

This report is recommending to keep minimum tax at \$800.

The Minimum Tax is applicable to Residential, Condominiums, Agricultural and Multi-Family.

Properties are impacted by minimum tax if their general municipal levy is less than \$800. Minimum tax then tops them up to \$800 for the General Municipal Levy. This impacts property owners differently based on their assessments.

The mill rate is being proposed to increase by 4%, this then results in less properties being subject to minimum tax as they are no longer in the minimum tax bracket. Without an increase in the mill rate, properties valued at \$78,400 or less are impacted by minimum tax. With a 4% mill rate increase, properties valued at \$75,400 or less are impacted.

<b>MINIMUM TAX</b>	
Minimum Tax	\$800
# of Properties	1,270
<b>Revenue 2023</b>	<b>\$285,658</b>
Minimum Tax	\$800
# of Properties	1,121
<b>Revenue 2024</b>	<b>\$259,616</b>
<b>Reduced Revenue Generated</b>	<b>(\$26,042)</b>

The reduction in minimum tax is made up through the general municipal levy.

**Minimum Tax for Vacant Residential Land**

Currently, there are approximately 205 properties that are considered Vacant Residential Land. That includes vacant land with demolished houses and also land that is being developed by a Developer for sale.

Administration is recommending not increasing the Minimum Tax for Residential Vacant Land from \$1,600.

The average taxable value of a residential home in Prince Albert is approximately \$160,000. A residential property with this value would pay approximately \$1,632 to the General Municipal Levy. The amount of \$1,600 forms the basis of the minimum tax on vacant residential properties.

The report is recommending a Reserve for the revenue collected from the Vacant Residential Land Minimum Tax relating to the Vacant Residential Lot Program. That Reserve will fund the Vacant Residential Lot Program and the incentives.

**Prince Albert Downtown Business Improvement District (BID) Levy Increase**

The BID Levy is specific to geographical location as established by Bylaw No. 4 of 2005.

The 2024 Budget approved a \$40,000 increase for the PADBID levy charged only to downtown properties. Historically this amount has remained at \$78,000. For 2024, PADBID requested to increase the levy by \$40,000 to fund ½ of the downtown security costs in 2024.

The amount of \$80,000 has been approved to fund Downtown Security. The Downtown Security will be funded \$40,000 from an increase to the PADBID Levy and \$40,000 funded from City Taxation.

The \$220,000 expenditures for the Prince Albert Downtown Business Improvement District is funded as follows:

Prince Albert Business Improvement Tax Levy	\$118,000
City of Prince Albert Grant In Lieu of Taxes	\$22,000
Reserve Funding for Programs and Projects	\$40,000
City Taxation	\$40,000
<b>Total Funding</b>	<b>\$220,000</b>

As such, the BID Levy is being increased to generate additional taxation revenue of \$40,000.

The Bid Levy will need to be increased as follow to generate the approved budget:

Levy	Year 2023	Year 2024	Increase	% Increase
BID Levy	0.064 mills	0.087 mills	0.023 mills	35.94%

The increase to the PADBID Levy will be sufficient for the approved budget increase of \$118,000.

**Civic Facilities Levy**

The Civic Facilities Reserve was established in 2014 when the internal borrowing on the construction of the Alfred Jenkins Field House was paid in full. The continued intent of this reserve is to pay for the planning and construction of future City owned facilities. Revenue collected from the Civic Facilities Levy is credited annually to the Recreation Reserve (previously the Civic Facilities Reserve).

The Civic Facilities Levy will remain at 0.47 mills. Any additional revenue over budget at yearend from the increased commercial assessments will be credited to the Recreation Centre Reserve. The levy provides funding for the Aquatic and Arenas Recreation Centre.

**Police Special Tax**

The Police Special Tax of \$35.00 per door will remain the same. The Special Tax generates revenue of \$554,600 to fund the annual Multi-Year Proactive Policing Unit with the Prince Albert Police Service.

**Destination Marketing Levy**

The Destination Marketing Levy will not be increasing in Year 2024. The Destination Marketing Levy is specific to hotels in the City and is based on tiers of taxable assessed values. The annual funds collected from the Destination Marketing Levy is credited to the Destination Marketing Reserve. The Destination Marketing Levy Funds are to be utilized for events that generate hotel room night stays in the City of Prince Albert Hotels. This levy cannot be established as a special tax as special taxes must be for current expenditures as specified in section 275 of the *Cities Act*.

The Destination Marketing Levy charged to hotels is based on taxable value as follows:

<b>Destination Marketing Levy</b>		
<b>Taxable Value</b>		<b>Tax Rate</b>
Min	Max	
-	900,000.00	<b>\$3,000</b>
900,001.00	1,350,000.00	<b>\$8,000</b>
1,350,001.00	2,500,000.00	<b>\$12,000</b>
2,500,001.00	3,500,000.00	<b>\$18,500</b>
3,500,001.00	5,000,000.00	<b>\$48,000</b>
5,000,001.00		<b>\$51,000</b>

**COMMUNICATIONS AND/OR ANNOUNCEMENT PLAN:**

The key dates and activities for communication include the following:

Key Dates:	Budget Committee: <b>November 16, 17 and 18, 2023</b> Budget Approved: <b>December 11, 2023</b> Assessment Roll Closes: <b>March 1, 2024</b> Presentation of Bylaw to Executive Committee: <b>March 18, 2024</b> First and Second Reading of Tax Tools Bylaw: <b>April 22, 2024</b> Third Reading: <b>April 24, 2025</b>
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<b>Activity</b>	<b>Description</b>	<b>Date</b>
Media release	Announce conclusion of budget deliberations, reduction of the budget and notable projects approved for 2024.	November 30, 2023
Media release	City of Prince Albert's 2024 Assessment Notices will be mailed out starting February 1, 2024.	February 1, 2024
Open House	Open House – Ches Leach Lounge at Art Hauser Centre – Commercial Properties Taxes	February 6, 2024

Public Notice	Public Notice pursuant to Public Notice Bylaw No. 24 of 2015 will be provided.	April 13, 2024
Media release	Details of the proposed 2024 Property Tax Bylaw with impacts to property owners.	April 22, 2024
Website updates	Updating the website to include proposed property tax tools for 2024 and impact to property owners.	April 22, 2024
Social media post & billboard update	Details of the 2024 Property Tax Bylaw with impacts to property owners.	April 25, 2024 (following third reading)
Social media post & billboard update	Details to property owners on property tax notices being delivered & e-billing. Check spam / junk folder. Encouragement of e-billing and TIPPS.	May 23, 2024
Information insert	Insert included with the property tax notice detailing key projects in the budget and the basics of property tax impacts.	May 23, 2024
Social media post	Reminder to property owners of the upcoming property tax deadline.	Mid-June 2024

Ongoing communication with the Communications Manager has already been established to ensure a detailed communication plan is developed.

The Property Tax 101 Video that was rolled out in April of 2023 is still available for communication on property taxes and will be re-promoted.

**POLICY IMPLICATIONS:**

The following 2023 Property Tax Bylaws will be repealed:

- Bylaw No. 5 of 2023 ~ Property Tax Bylaw
- Bylaw No. 6 of 2023 ~ Snow Management Special Tax
- Bylaw No. 7 of 2023 ~ Roadways Special Tax
- Bylaw No. 8 of 2023 ~ Police Special Tax
- Bylaw No. 9 of 2023 ~ Business Improvement District

**FINANCIAL IMPLICATIONS:**

At the conclusion of budget deliberation and with no other tax tools implemented or discussed, members of Council were advised that the budget increase would be approximately 8.0%.

Due to the changes in commercial assessment value, this required increase dropped to 4.00%. With the proposed tax tool options recommended in this report, residents on average will see a 2.4% increase to their tax bill.

Based on all of the proposed 2024 Tax Tool recommendations noted above, the impact to residential owners is in the range of 2.42% to 2.45% as attached to this Report as Appendix A for the various taxable values.

The overall increase due to all tax tool changes is an average of 3.6%.

This report is recommending that the increased revenue generated from the general municipal levy and commercial base tax fund an abatement program for 2024 specific to commercial.

The recommendation is that an abatement of 50% of the increased municipal taxes (does not include the school, library or BID taxes) be provided to commercial properties if they meet the following two criteria:

- 2024 municipal increase is greater than 10%; and
- 2024 municipal increase is greater than \$1,000.

**It will also be recommended that if a property has an appeal pending, that the amount of the abatement be determined following the conclusion of the appeal as it could change. Further, Provincial properties that pay a grant in lieu amount do not qualify as they pay a Grant in Lieu amount based on previous year taxes.**

**As well, those properties that receive a separate benefit from the City, such as a grant or exemption agreement, do not qualify for the one-time abatement.**

**This report recommends that care homes who qualify for this one-time abatement, along with the abatement they receive annually based on the difference in residential and commercial rates, will be eligible to receive both abatements.**

**New rolls, such as those who went from vacant to non-vacant, will not qualify.**

The projected abatements to fund the commercial assessment increases will be funded from the increased municipal levy and base tax revenue generated from commercial properties.

Appendix B to this report illustrates the revenue to be generated from the various levies and special taxes. The excess revenue generated from the general municipal levy and the base tax in the approximate amount of \$2.19 million as illustrated in Appendix B will fund the recommended one-time abatement program in 2024 for commercial properties.

**The recommended 2024 Tax Tool increases will provide the funding to balance the 2024 Budget and fund an abatement program to offset the increases to commercial based on the assessment changes.**

Appendix C is a summary of the 2024 Tax Tool increases.

Administration will be reviewing the tax tool structure in 2025 due to the assessment revaluation on all properties. That review will include the mill rate factors, commercial tiers and all base and special tax tiering. The aim is to create a more simplified structure.

**School Taxes are set by the Province and not considered in this Report.**

#### **STRATEGIC PLAN:**

The creation of an equitable taxation structure promotes community growth and maintains new and existing amenities and infrastructure. The creation of the incentive program from the Minimum Tax on Vacant Residential Land promotes development of vacant lots.

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

Executive Committee could consider other options, such as those that do not create a one-time abatement program. That is not being recommended as the current structure is able to isolate those properties that have huge assessment shifts.

#### **PUBLIC NOTICE:**

Public Notice is required for consideration prior to Council considering the Bylaw for 1<sup>st</sup> reading.

Public Notice is required pursuant to Section 4(e) of Public Notice Bylaw No. 24 of 2015.

The following notice was undertaken:

- Published in local newspaper (Prince Albert Daily Herald) circulated in the City: April 13, 2024
- Posted on the bulletin board at City Hall: April 13, 2024
- Posted on the City's website: April 13, 2024

Please find attached a copy of the Public Notices circulated in the Prince Albert Daily Herald on Saturday, April 13, 2024.

**ATTACHMENTS:**

1. Appendix A – Impact on Residential Properties.
2. Appendix B – Revenue to be generated with proposed Property Tax Tools for 2024.
3. Appendix C – 2024 Property Tax Tool Increases.
4. Property Tax Bylaw – Bylaw No. 2 of 2024.
5. Snow Management Special Tax Bylaw – Bylaw No. 3 of 2024.
6. Roadways Special Tax Bylaw – Bylaw No.4 of 2024.
7. Police Special Tax Bylaw – Bylaw No. 5 of 2024.
8. Business Improvement District (BID) Levy Bylaw – Bylaw No.6 of 2024.
9. Copies of Public Notices circulated in the Prince Albert Daily Herald on Saturday, April 13, 2024.

Written by: Melodie Boulet, Finance Manager  
Briane Folmer, Senior Accounting Manager

Approved by: Director of Financial Services and City Manager



**Impact to Properties - RESIDENTIAL**

**APPENDIX A**

Residential															
	Original	Option	Difference		Original	Option	Difference		Original	Option	Difference		Original	Option	Difference
Assessed value	106,875	106,875			150,000	150,000			200,000	200,000			250,000	250,000	
<b>Taxable Value</b>	<b>85,500</b>	<b>85,500</b>			<b>120,000</b>	<b>120,000</b>			<b>160,000</b>	<b>160,000</b>			<b>200,000</b>	<b>200,000</b>	
Municipal	\$872	\$907	\$35		\$1,224	\$1,273	\$49		\$1,632	\$1,697	\$65		\$2,040	\$2,121	\$82
Library	\$55	\$53	(\$2)		\$77	\$75	(\$2)		\$102	\$99	(\$3)		\$128	\$124	(\$4)
Civic Facilities	\$38	\$38	(\$0)		\$53	\$53	(\$0)		\$71	\$71	(\$0)		\$88	\$88	(\$0)
	\$964	\$998	\$33		\$1,353	\$1,400	\$47		\$1,805	\$1,867	\$62		\$2,256	\$2,334	\$78
Base Tax	\$40	\$45	\$5		\$40	\$45	\$5		\$40	\$45	\$5		\$40	\$45	\$5
Special Snow	\$72	\$75	\$3		\$72	\$75	\$3		\$72	\$75	\$3		\$72	\$75	\$3
Special Roads	\$204	\$204	\$0		\$204	\$204	\$0		\$204	\$204	\$0		\$204	\$204	\$0
Special Police	\$35	\$35	\$0		\$35	\$35	\$0		\$35	\$35	\$0		\$35	\$35	\$0
	\$351	\$359	\$8		\$351	\$359	\$8		\$351	\$359	\$8		\$351	\$359	\$8
School Tax	\$388	\$388	\$0		\$545	\$545	\$0		\$726	\$726	\$0		\$908	\$908	\$0
Minimum Tax	\$0	\$0	\$0												
<b>Total</b>	<b>\$1,703.48</b>	<b>\$1,744.77</b>	<b>\$41.28</b>	<b>\$3.44</b>	<b>\$2,249.22</b>	<b>\$2,303.93</b>	<b>\$54.71</b>	<b>\$4.56</b>	<b>\$2,881.96</b>	<b>\$2,952.25</b>	<b>\$70.29</b>	<b>\$5.86</b>	<b>\$3,514.70</b>	<b>\$3,600.56</b>	<b>\$85.86</b>
<b>Percentage Increase</b>			<b>2.42%</b>				<b>2.43%</b>				<b>2.44%</b>				<b>2.44%</b>
Assessed value	309,000	309,000			350,125	350,125			400,625	400,625			450,375	450,375	
<b>Taxable Value</b>	<b>247,200</b>	<b>247,200</b>			<b>280,100</b>	<b>280,100</b>			<b>320,500</b>	<b>320,500</b>			<b>360,300</b>	<b>360,300</b>	
Municipal	\$2,521	\$2,622	\$101		\$2,856	\$2,971	\$114		\$3,268	\$3,399	\$131		\$3,674	\$3,821	\$147
Library	\$158	\$154	(\$5)		\$179	\$174	(\$5)		\$205	\$199	(\$6)		\$230	\$224	(\$7)
Civic Facilities	\$109	\$109	(\$0)		\$123	\$123	(\$0)		\$141	\$141	(\$0)		\$159	\$159	(\$0)
	\$2,788	\$2,884	\$96		\$3,159	\$3,268	\$109		\$3,615	\$3,740	\$125		\$4,064	\$4,204	\$140
Base Tax	\$40	\$45	\$5		\$40	\$45	\$5		\$40	\$45	\$5		\$40	\$45	\$5
Special Snow	\$72	\$75	\$3		\$72	\$75	\$3		\$72	\$75	\$3		\$72	\$75	\$3
Special Roads	\$204	\$204	\$0		\$204	\$204	\$0		\$204	\$204	\$0		\$204	\$204	\$0
Special Police	\$35	\$35	\$0		\$35	\$35	\$0		\$35	\$35	\$0		\$35	\$35	\$0
	\$351	\$359	\$8		\$351	\$359	\$8		\$351	\$359	\$8		\$351	\$359	\$8
School Tax	\$1,122	\$1,122	\$0		\$1,272	\$1,272	\$0		\$1,455	\$1,455	\$0		\$1,636	\$1,636	\$0
Minimum Tax															
<b>Total</b>	<b>\$4,261.33</b>	<b>\$4,365.56</b>	<b>\$104.23</b>	<b>\$8.69</b>	<b>\$4,781.76</b>	<b>\$4,898.80</b>	<b>\$117.04</b>	<b>\$9.75</b>	<b>\$5,420.83</b>	<b>\$5,553.59</b>	<b>\$132.76</b>	<b>\$11.06</b>	<b>\$6,050.41</b>	<b>\$6,198.66</b>	<b>\$148.26</b>
<b>Percentage Increase</b>			<b>2.45%</b>				<b>2.45%</b>				<b>2.45%</b>				<b>2.45%</b>

**2024 Property Tax Tools -**  
**Revenue to be Generated with Tax Tools**

**Appendix B**

Name	2024 Budget	2024 Assessment + 2024 Recommendations	Excess (Shortfall) Revenue
General Municipal Levy	\$38,627,076	\$40,482,371	
Minimum Tax		\$259,616	\$2,114,911
<b>Municipal Levy</b>	<b>\$38,627,076</b>	<b>\$40,741,987</b>	<b>\$2,114,911</b>
Library Levy	\$2,375,430	\$2,378,237	\$2,807
Capital Projects Levy	\$1,550,000	\$1,682,738	\$132,738
Snow Management Special Tax	\$1,682,850	\$1,692,377	\$9,527
Roadways Special Tax	\$4,400,000	\$4,407,659	\$7,659
Police Special Tax	\$554,600	\$551,662	(\$2,938)
Base Tax	\$720,000	\$803,963	\$83,963
	<b>\$11,282,880</b>	<b>\$11,516,636</b>	<b>\$233,756</b>
<b>TOTAL</b>	<b>\$49,909,956</b>	<b>\$52,258,623</b>	<b>\$2,348,667</b>

Note: The above amounts do not include the increase in minimum tax to vacant residential land as that money is funding an incentive program, not to balance the budget.

**City of Prince Albert  
Proposed Rates for 2024**

**APPENDIX C**

<b>Mill Rates</b>				
<b>Name of Mill Rate</b>	<b>Original</b>	<b>Proposed</b>	<b>Change</b>	<b>% Change</b>
General Municipal Mill Rate	10.872	11.307	0.435	4.00%
Civic Facilities Mill Rate	0.47	0.47	-	0.00%
BID Levy	0.064	0.087	0.023	35.94%
Library Mill Rate	0.682	0.662	(0.020)	-2.93%

<b>Mill Rate Factors</b>			
<b>Class Type</b>	<b>Original</b>	<b>Proposed</b>	<b>Change</b>
Agriculture	0.856	0.856	-
Residential	0.938	0.938	-
Condominium	0.856	0.856	-
Multi-Residential	1.090	1.090	-
Commercial - Tier 1	1.950	1.950	-
Commercial - Tier 2	1.950	1.950	-
Commercial - Tier 3	2.100	2.100	-
Commercial - Tier 4	2.500	2.500	-
Commercial - Tier 5	2.200	2.200	-
Vacant Commercial	2.466	2.466	-
Care Home	0.938	0.938	-
Hotel	2.200	2.200	-
Elevators & Railroads	3.000	3.000	-

<b>Minimum Tax</b>			
<b>Class Type</b>	<b>Original</b>	<b>Proposed</b>	<b>Change</b>
Residential, Agriculture	\$800.00	\$800.00	\$0.00
Condominium, Multi-Residential	\$800.00	\$800.00	\$0.00
Vacant Residential	\$1,600.00	\$1,600.00	\$0.00

<b>Special Tax Levies</b>			
<b>Class Type</b>	<b>Original</b>	<b>Proposed</b>	<b>Change</b>
<b>Snow Management Special Tax</b>			
- Residential, Agriculture, Condominium, Care Homes	\$72.00	\$75.00	\$3.00
- Multi Residential (per unit)	\$23.00	\$24.00	\$1.00
<b>Roadways Special Tax</b>			
- Residential, Agriculture, Condominium, Care Homes	\$204.00	\$204.00	\$0.00
- Multi Residential (per unit)	\$67.00	\$67.00	\$0.00
<b>Police Special Tax</b>	\$35.00	\$35.00	\$0.00

**City of Prince Albert  
Proposed Rates for 2024**

**APPENDIX C**

<b>Base Tax</b>			
<b>Class Type</b>	<b>Original</b>	<b>Proposed</b>	<b>Change</b>
Residential, Agriculture, Condominium, Care Homes	\$40.00	\$45.00	\$5.00
Multi Residential (per unit)	\$20.00	\$22.00	\$2.00

<b>Base Tax</b>	<b>Commercial Base Tax &amp; Special Tax</b>			
	<b>5% Increase</b>	<b>9.5% decrease</b>	<b>0% Increase</b>	
<b>Taxable Assessment Ranges</b>	<b>Snow Management</b>	<b>Roadways</b>	<b>Base Tax</b>	<b>TOTAL</b>
less than 150,000	\$151.00	\$475.00	\$42.00	<b>\$668.00</b>
150,001 - 300,000	\$362.00	\$618.00	\$102.00	<b>\$1,082.00</b>
300,001 - 450,000	\$616.00	\$1,140.00	\$174.00	<b>\$1,930.00</b>
450,001 - 600,000	\$707.00	\$1,691.00	\$200.00	<b>\$2,598.00</b>
600,001 - 750,000	\$737.00	\$2,186.00	\$209.00	<b>\$3,132.00</b>
750,001 - 900,000	\$954.00	\$2,756.00	\$270.00	<b>\$3,980.00</b>
900,001 - 1,050,000	\$1,208.00	\$3,231.00	\$343.00	<b>\$4,782.00</b>
1,050,001 - 1,200,000	\$1,413.00	\$3,801.00	\$401.00	<b>\$5,615.00</b>
1,200,001 - 1,350,000	\$1,642.00	\$4,400.00	\$466.00	<b>\$6,508.00</b>
1,350,000 - 1,500,000	\$1,872.00	\$4,751.00	\$531.00	<b>\$7,154.00</b>
1,500,001 - 2,000,000	\$2,415.00	\$6,177.00	\$686.00	<b>\$9,278.00</b>
2,000,001 - 2,500,000	\$2,898.00	\$7,317.00	\$823.00	<b>\$11,038.00</b>
2,500,001 - 3,000,000	\$3,260.00	\$8,077.00	\$926.00	<b>\$12,263.00</b>
3,000,001 - 3,500,000	\$3,623.00	\$9,027.00	\$1,029.00	<b>\$13,679.00</b>
3,500,001 - 4,000,000	\$4,226.00	\$10,453.00	\$1,200.00	<b>\$15,879.00</b>
4,000,001 - 5,000,000	\$5,192.00	\$12,733.00	\$1,474.00	<b>\$19,399.00</b>
over 5,000,000	\$5,675.00	\$13,779.00	\$1,612.00	<b>\$21,066.00</b>

**Destination Marketing Tax**

<b>Taxable Value</b>		<b>Tax Rate</b>
Min	Max	
-	900,000.00	<b>\$3,000</b>
900,001.00	1,350,000.00	<b>\$8,000</b>
1,350,001.00	2,500,000.00	<b>\$12,000</b>
2,500,001.00	3,500,000.00	<b>\$18,500</b>
3,500,001.00	5,000,000.00	<b>\$48,000</b>
5,000,001.00		<b>\$51,000</b>

# CITY OF PRINCE ALBERT BYLAW NO. 2 OF 2024

*A Bylaw of The City of Prince Albert to raise the amount of taxes for General Municipal, Library, and Capital Projects for 2024.*

WHEREAS pursuant to Section 253 of *The Cities Act* a Council shall pass a Property Tax Bylaw annually;

AND WHEREAS Section 254(1) of *The Cities Act* authorizes the Council to establish classes and subclasses of property for the purposes of establishing tax rates;

AND WHEREAS Section 255(1) of *The Cities Act* authorizes the Council, by Bylaw, to set mill rate factors;

AND WHEREAS the Property Tax Bylaw authorizes the Council to impose a tax on all taxable assessments in the City:

- a) at a uniform rate considered sufficient to raise the amount of taxes required to meet the estimated expenditures and transfers, having regard to estimated revenues from other sources, set out in the budget of the City; and
- b) at any other rates required by *The Cities Act* or any *other Act*;

AND WHEREAS pursuant to Sections 258 and 259 of *The Cities Act* a Council may establish minimum and base tax amounts;

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

**Mill Rate Factors**

1. That the municipal mill rate factors, utilized with respect to the land, improvements or both, shall be as follows:

<b>Property Classification</b>	<b>Sub-Classes of Property</b>	<b>Mill Rate Factor</b>
Non-Arable (Range)		0.856
Other Agricultural		0.856
Residential	Residential	0.938
	Country Residential	0.938
	Country Residential - Developed	0.938
	Condominium	0.856
Seasonal Residential		0.938
Multi-Unit Residential		1.090
Commercial and Industrial	\$850,000 or less taxable value	1.950
	\$850,001 - \$4,200,000 taxable value	1.950
	\$4,200,001 - \$8,000,000 taxable value	2.100
	\$8,000,001 - \$20,000,000 taxable value	2.500
	Over \$20,000,000 taxable value	2.200
	Vacant Commercial Land	2.466
	Care Home and Group Home	0.938
	Hotel & Motel	2.200
Elevators		3.000
Railway Rights of Way and Pipeline		3.000

**Mill and Tax Rates**

2. There shall be levied, raised and collected as taxes in respect of the purposes aforesaid upon the taxable assessment, insofar as the assessment of lands and improvements are subject thereto, the rates as follows:

- a) General Municipal Levy 11.307 Mills
- b) Library Levy 0.662 Mills
- c) Civic Facilities Levy 0.470 Mills
- d) Minimum Tax applied to calculation of General Municipal Levy:
  - a. Residential \$800
  - b. Condominiums \$800
  - c. Agricultural \$800
  - d. Multi-Family \$800
  - e. Vacant Residential Land \$1,600

**Base Tax Rates**

3. Base Tax:

- a. Residential \$45
- b. Agricultural \$45
- c. Condominium \$45
- d. Care Home and Group Home \$45
- e. Multi-Family per Apartment \$22
- f. Commercial, Railway and Vacant Multi-Family
  - i. (\$150,000 or less taxable value) \$ 42
  - ii. (\$150,001 to \$300,000 taxable value) \$102
  - iii. (\$300,001 to \$450,000 taxable value) \$174
  - iv. (\$450,001 to \$600,000 taxable value) \$200
  - v. (\$600,001 to \$750,000 taxable value) \$209
  - vi. (\$750,001 to \$900,000 taxable value) \$270
  - vii. (\$900,001 to \$1,050,000 taxable value) \$343
  - viii. (\$1,050,001 to \$1,200,000 taxable value) \$401
  - ix. (\$1,200,001 to \$1,350,000 taxable value) \$466
  - x. (\$1,350,001 to \$1,500,000 taxable value) \$531
  - xi. (\$1,500,001 to \$2,000,000 taxable value) \$686
  - xii. (\$2,000,001 to \$2,500,000 taxable value) \$823
  - xiii. (\$2,500,001 to \$3,000,000 taxable value) \$926
  - xiv. (\$3,000,001 to \$3,500,000 taxable value) \$1,029
  - xv. (\$3,500,001 to \$4,000,000 taxable value) \$1,200
  - xvi. (\$4,000,001 to \$5,000,000 taxable value) \$1,474
  - xvii. (over \$5,000,000 taxable value) \$1,612





# CITY OF PRINCE ALBERT BYLAW NO. 3 OF 2024

*A Bylaw of the City of Prince Albert to raise revenue required for snow management to be completed in 2024.*

WHEREAS pursuant to Section 275(1) of *The Cities Act* a Council may pass a special tax bylaw to raise revenue to pay for any specific service or purpose to be completed within the taxation year;

AND WHEREAS pursuant to Section 275(2) of *The Cities Act* a special tax bylaw must be passed annually;

AND WHEREAS pursuant to Sections 275(3) of *The Cities Act* public notice has been given.

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

**Snow Management Special Tax:**

1. A Special Tax shall be levied against all properties as listed in Section 3, all such properties benefiting from snow management to be completed within the current year.
2. The estimated cost of the purpose or service referred to in Clause 1 is \$1,682,850, pursuant to the approved budget.
3. The rate of special tax to be charged against each property is:

a. Residential	\$75
b. Agricultural	\$75
c. Condominium	\$75
d. Care Home and Group Home	\$75
e. Multi-Family per Apartment	\$24

f. Commercial, Railway and Vacant Multi-Family	
i. (\$150,000 or less taxable value)	\$151
ii. (\$150,001 to \$300,000 taxable value)	\$362
iii. (\$300,001 to \$450,000 taxable value)	\$616
iv. (\$450,001 to \$600,000 taxable value)	\$707
v. (\$600,001 to \$750,000 taxable value)	\$737
vi. (\$750,001 to \$900,000 taxable value)	\$954
vii. (\$900,001 to \$1,050,000 taxable value)	\$1,208
viii. (\$1,050,001 to \$1,200,000 taxable value)	\$1,413
ix. (\$1,200,001 to \$1,350,000 taxable value)	\$1,642
x. (\$1,350,001 to \$1,500,000 taxable value)	\$1,872
xi. (\$1,500,001 to \$2,000,000 taxable value)	\$2,415
xii. (\$2,000,001 to \$2,500,000 taxable value)	\$2,898
xiii. (\$2,500,001 to \$3,000,000 taxable value)	\$3,260
xiv. (\$3,000,001 to \$3,500,000 taxable value)	\$3,623
xv. (\$3,500,001 to \$4,000,000 taxable value)	\$4,226
xvi. (\$4,000,001 to \$5,000,000 taxable value)	\$5,192
xvii. (over \$5,000,000 taxable value)	\$5,675

4. Any person who considers that an error or omission was made in the application or calculation of the special tax on his or her property may notify the municipality in writing by June 30<sup>th</sup>, 2024, requesting the Council to review the application or calculation of the tax rate regarding the property in question.
  
5. The administrator will notify the persons, who have requested a review, of the time and date the Council will meet to hear and review the requests.
  
6. The taxes that are levied will be added to the tax roll as a special assessment against the property, when they become due and payable, and are recoverable in the same manner as other taxes.

**Coming Into Force**

1. This Bylaw shall come into force and take effect on, from and after the 1<sup>st</sup> day of January, 2024. The rates imposed for 2024 are deemed to be imposed from January 1, 2024.
2. That Bylaw No. 6 of 2023 is hereby repealed.

INTRODUCED AND READ A FIRST TIME THIS DAY OF , AD 2024.

READ A SECOND TIME THIS DAY OF , AD 2024.

READ A THIRD TIME AND PASSED THIS DAY OF , AD 2024.

MAYOR

CITY CLERK

# CITY OF PRINCE ALBERT BYLAW NO. 4 OF 2024

*A Bylaw of The City of Prince Albert to raise revenue for roadways work to be completed in 2024.*

WHEREAS pursuant to Section 275(1) of *The Cities Act* a Council may pass a special tax bylaw to raise revenue to pay for any specific service or purpose to be completed within the taxation year;

AND WHEREAS pursuant to Section 275(2) of *The Cities Act* a special tax bylaw must be passed annually;

AND WHEREAS pursuant to Sections 275(3) of *The Cities Act* public notice has been given.

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

## **Roadways Special Tax:**

1. A Special Tax shall be levied against all properties as listed in Section 3, all such properties benefiting from roadways, paving, concrete sidewalk and curb rehabilitation work to be completed within the current year.
2. The estimated cost of the purpose or service referred to in Section 1 is \$4,400,000, pursuant to the approved budget.
3. The rate of special tax to be charged against each parcel is:

a. Residential	\$204
b. Agricultural	\$204
c. Condominium	\$204
d. Care Home and Group Home	\$204
e. Multi-Family per Apartment	\$67

f. Commercial, Railway and Vacant Multi-Family	
i. (\$150,000 or less taxable value)	\$475
ii. (\$150,001 to \$300,000 taxable value)	\$618
iii. (\$300,001 to \$450,000 taxable value)	\$1,140
iv. (\$450,001 to \$600,000 taxable value)	\$1,691
v. (\$600,001 to \$750,000 taxable value)	\$2,186
vi. (\$750,001 to \$900,000 taxable value)	\$2,756
vii. (\$900,001 to \$1,050,000 taxable value)	\$3,231
viii. (\$1,050,001 to \$1,200,000 taxable value)	\$3,801
ix. (\$1,200,001 to \$1,350,000 taxable value)	\$4,400
x. (\$1,350,001 to \$1,500,000 taxable value)	\$4,751
xi. (\$1,500,001 to \$2,000,000 taxable value)	\$6,177
xii. (\$2,000,001 to \$2,500,000 taxable value)	\$7,317
xiii. (\$2,500,001 to \$3,000,000 taxable value)	\$8,077
xiv. (\$3,000,001 to \$3,500,000 taxable value)	\$9,027
xv. (\$3,500,001 to \$4,000,000 taxable value)	\$10,453
xvi. (\$4,000,001 to \$5,000,000 taxable value)	\$12,733
xvii. (over \$5,000,000 taxable value)	\$13,779

4. Any person who considers that an error or omission was made in the application or calculation of the special tax on his or her property may notify the municipality in writing by June 30<sup>th</sup>, 2024, requesting the Council to review the application or calculation of the tax rate regarding the property in question.
  
5. The administrator will notify the persons, who have requested a review, of the time and date the Council will meet to hear and review the requests.
  
6. The taxes that are levied will be added to the tax roll as a special assessment against the property, when they become due and payable, and are recoverable in the same manner as other taxes.

**Coming Into Force**

1. This Bylaw shall come into force and take effect on, from and after the 1<sup>st</sup> day of January, 2024. The rates imposed for 2024 are deemed to be imposed from January 1, 2024.
2. That Bylaw No. 7 of 2023 is hereby repealed.

INTRODUCED AND READ A FIRST TIME THIS                    DAY OF                    , AD 2024.  
READ A SECOND TIME THIS                    DAY OF                    , AD 2024.  
READ A THIRD TIME AND PASSED THIS                    DAY OF                    , AD 2024.

MAYOR

CITY CLERK

# CITY OF PRINCE ALBERT BYLAW NO. 5 OF 2024

*A Bylaw of The City of Prince Albert to raise revenue for police services in 2024.*

WHEREAS pursuant to Section 275(1) of *The Cities Act* a Council may pass a special tax bylaw to raise revenue to pay for any specific service or purpose to be completed within the taxation year;

AND WHEREAS pursuant to Section 275(2) of *The Cities Act* a special tax bylaw must be passed annually;

AND WHEREAS pursuant to Sections 275(3) of *The Cities Act* public notice has been given.

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

## **Police Special Tax:**

1. A Special Tax shall be levied against all properties as listed in Section 3, all such properties benefiting from police services within the current year.
2. The estimated cost of the purpose or service referred to in Section 1 is \$554,600, pursuant to the approved budget.
3. The rate of special tax to be charged against each parcel is:

a. Residential	\$35
b. Agriculture	\$35
c. Condominium	\$35
d. Care Home and Group Home	\$35
e. Multi-Family per Apartment	\$35
f. Commercial, Railway and Vacant Multi-Family	\$35

4. Any person who considers that an error or omission was made in the application or calculation of the special tax on his or her property may notify the municipality in writing by June 30<sup>th</sup>, 2024, requesting the Council to review the application or calculation of the tax rate regarding the property in question.
5. The administrator will notify the persons, who have requested a review, of the time and date the Council will meet to hear and review the requests.
6. The taxes that are levied will be added to the tax roll as a special assessment against the property, when they become due and payable, and are recoverable in the same manner as other taxes.

**Coming Into Force**

1. This Bylaw shall come into force and take effect on, from and after the 1<sup>st</sup> day of January, 2024. The rates imposed for 2024 are deemed to be imposed from January 1, 2024.
2. That Bylaw No. 8 of 2023 is hereby repealed.

INTRODUCED AND READ A FIRST TIME THIS	DAY OF	, AD 2024.
READ A SECOND TIME THIS	DAY OF	, AD 2024.
READ A THIRD TIME AND PASSED THIS	DAY OF	, AD 2024.

MAYOR

CITY CLERK



# CITY OF PRINCE ALBERT BYLAW NO. 6 OF 2024

*A Bylaw of The City of Prince Albert to raise revenue for the  
Business Improvement District for 2024.*

WHEREAS pursuant to Section 26(2) of *The Cities Act*, council may, by bylaw, impose a levy on all property used or intended to be used for business purposes within the business improvement district to raise the amount required for the requisition;

AND WHEREAS pursuant to Section 26(3) of *The Cities Act* a levy or charge imposed pursuant to subsection (2):

- a) Is in addition to any other property tax; and
- b) Must be of either a uniform rate or a uniform amount.

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

## **Business Improvement District**

1. The purpose of this Bylaw is to authorize a special levy to be paid by the taxable and grant in lieu properties for those businesses defined in the Prince Albert Downtown Business Improvement District area at a uniform rate sufficient to raise the amount required in 2024 for the proposed expenditures of the business improvement district.
2. The estimated cost of the service referred to in Section 1 is \$118,000, pursuant to the approved budget. Subsection 278(2) of the *Cities Act* then states, the City shall give public notice of the use to which it proposes to put the excess revenue.
3. The levy shall be at a rate of 8.7% of the commercial tier 1 mill rate generated for general municipal property taxes.



## ● HALL OF FAME

## Ferguson continued

CONTINUED FROM PAGE 7

In 2013, Ferguson led a bantam Aces team, who were perceived as an underdog to a gold medal at the Western Canadians in Winnipeg. The success continued into 2014 as the Bantam Aces would win provincials. The next year, they took home a provincial silver medal in the midget category.

Ferguson says she enjoyed the experience of coaching some championship teams, but the most special part for her was seeing her players spend time together away from the field.

"I'm a competitive person. I enjoy winning just as much as everybody else that plays on the teams that I coach. When you get there, you quickly learn as an athlete or a coach that playing on a ball diamond in British Columbia is fairly similar to playing on a ball diamond in Saskatchewan. The talent level has increased that you're competing against, but you're still trying to do the same things that you were here."

"It was always my objective to make sure that the girls were creating memories off the field as much as they were creating them on the field. When we get together again, whenever that is, we won't necessarily be talking about the games. We'll be talking about the things that we did together. That's definitely one of the things that I enjoyed most about the travel that we've got to get to do together with all the teams I've coached is the time we've spent

together, not competing."

When asked about hearing the news of Ferguson's upcoming induction, Pearson says she is incredibly excited that Ferguson will be honored and that she is looking forward to coaching with her for many more years to come.

"I'm so proud of her and there's no one I can think of that's more deserving. She deserves it every year and I wish I would have been the one to nominate her because I didn't even know that she had not won that award yet and definitely so well deserved. I couldn't be more proud of her and I don't think there's anyone more deserving than Jenn."

"I could tear up talking about Jenn. I think I could go on and on. It's an honor learning from her and being able to sit beside her for the last six years coaching. Hopefully she has another 30 years left because I ain't letting her go."

Ferguson and the rest of the 32nd Induction Class in the Prince Albert Sports Hall of Fame will be honored at the induction banquet in the Ches Leach Lounge on April 27. The event begins at 6 p.m.

sports@paherald.sk.ca



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## ● RAIDERS

## Stanick continued

CONTINUED FROM PAGE 8

"The coaching staff and Curtis (Hunt), they made it fun to come to the rink every day and nobody works harder than them. Someone came up to me at Tim Horton's yesterday and just thanked me, and that was pretty special. The community is always rooting for us and watching. They're the most passionate fans in the world. I look forward to coming back and cheering on the Raiders and just watching them succeed over the next few years."

Stanick and the Raiders saw their season come to an end last week as they fell to the Saskatoon Blades in five games in the first round of the WHL playoffs.

Stanick says it was special to have his last games in the WHL come in a rivalry playoff series.

"We wanted to win obviously and it didn't work out for us. They're a good rivalry and made it fun for us and I hope the fans really enjoyed it because everyone in our room did."

Now that his junior career has

come to a close, Stanick says he holds quite a few moments close to his heart as something he will remember for years to come.

"There are quite a few (memories). The overtime winner in Brandon, close to my hometown, doesn't really beat that but there are a couple of great ones making the playoffs with this team. Just the memories in the dressing room pranking guys having fun; those are memories that will last for sure."

As for future plans, Stanick is hoping to get a shot to play in the professional ranks but hasn't yet heard any news.

"(I'm) not too sure yet." Stanick says. "Hopefully in the next few days we'll see what happens and go from there. I'm looking forward to an opportunity and you just got to take advantage of that and I just want to thank my billet Nancy too. She's the best and she made it easy the last three years and thought I'd give her a shout out here."

sports@paherald.sk.ca



## City of Prince Albert

### Public Notice

#### Snow Management Special Tax

The City of Prince Albert hereby gives notice, pursuant to Section 102 of *The Cities Act* and the City's Public Notice Bylaw No. 24 of 2015, of its intention to propose a bylaw for the purpose of continuing to levy a special tax to properties benefiting from snow management services.

**Reason for Notice:** The Cities Act requires notice to be provided in advance of a decision to approve a special tax to specifically fund snow management services provided by the City. **A Special Tax Bylaw is required annually.**

Particulars of the bylaw will be considered at the following City Council meeting:

**Monday, April 22, 2024 at 5:00 p.m.**  
**Council Chamber, City Hall,**  
**1084 Central Avenue, Prince Albert SK**

If any person wishes to appear before City Council regarding this matter, please provide your submission to the City Clerk by 4:45 p.m. on Tuesday, April 16, 2024. Please visit [www.citypa.ca](http://www.citypa.ca) or call the City Clerk's Office at 306-953-4305 for further information on the requirements to appear.

Information regarding the proposed special tax may be directed to the Financial Services Department at 306-953-4303.

Issued at the City of Prince Albert this 13th day of April 2024.  
Terri Mercier, City Clerk



## City of Prince Albert

### Public Notice

#### Police Special Tax

The City of Prince Albert hereby gives notice, pursuant to Section 102 of *The Cities Act* and the City's Public Notice Bylaw No. 24 of 2015, of its intention to propose a bylaw for the purpose of continuing to levy a special tax to properties benefiting from policing services.

**Reason for Notice:** The Cities Act requires notice to be provided in advance of a decision to approve a special tax to specifically fund police services provided by the City. **A Special Tax Bylaw is required annually.**

Particulars of the bylaw will be considered at the following City Council meeting:

**Monday, April 22, 2024 at 5:00 p.m.**  
**Council Chamber, City Hall,**  
**1084 Central Avenue, Prince Albert SK**

If any person wishes to appear before City Council regarding this matter, please provide your submission to the City Clerk by 4:45 p.m. on Tuesday, April 16, 2024. Please visit [www.citypa.ca](http://www.citypa.ca) or call the City Clerk's Office at 306-953-4305 for further information on the requirements to appear.

Information regarding the proposed special tax may be directed to the Financial Services Department at 306-953-4303.

Issued at the City of Prince Albert this 13th day of April 2024.  
Terri Mercier, City Clerk

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● RAIDERS

# Stanick hopeful for pro opportunity after WHL career comes to close

**NATHAN REITER**  
DAILY HERALD

From the time he arrived in Prince Albert, all Sloan Stanick did was improve.

Raider head coach Jeff Truitt says Stanick was a huge presence in the team's dressing room in his final season.

"With 84 points this year, his energy was infectious. The leadership in practices, he set the tone for us."

The Rapid City, Manitoba product was originally drafted by the Everett Silvertips in the seventh round, 145th overall in the 2018 WHL Prospects Draft.

Stanick would never sign with the Silvertips organization and found himself on the move to Regina on January 10, 2019. The Pats acquired the rights to Stanick, a 2020 second round pick (selection was later dealt to Seattle for Roddy Ross and used on goaltender Scott Ratzlaff) and a 2022 sixth round pick (selection was dealt back to Everett and used on forward Lukas Kaplan) in exchange for forward Robbie Holmes.

After spending the 2020-21 bubble season and the first five games of the 2021-22 season with the Pats, Stanick would find himself on the move for



HERALD FILE PHOTO

Sloan Stanick of the Prince Albert Raiders handles the puck during a home game against the Edmonton Oil Kings earlier this season. Stanick led the Raiders with 84 points in the regular season.

the final time in his WHL career.

The Prince Albert Raiders acquired the services of Stanick on October 12, 2021 from the Pats, sending physical defenceman Adam McNutt back to the provincial capital.

Stanick would hit the ground run-


ning with the Raiders, posting 45 points in 61 games for the Raiders following the move.

The next two seasons, Stanick improved on his numbers registering 64 points in 67 games as a 19-year-old and having an impressive over-

age campaign with 84 points as a 20-year-old.

Stanick says he was thankful to play in front of a passionate Raider fan base for the final three years of his WHL career.

See STANICK on Page 9

 **City of Prince Albert**

**Public Notice**

**Business Improvement District Special Tax**

The City of Prince Albert hereby gives notice, pursuant to Section 102 of *The Cities Act* and the City's Public Notice Bylaw No. 24 of 2015, of its intention to propose a bylaw for the purpose of continuing to levy a special tax to properties benefiting from services in the Business Improvement District.

**Reason for Notice:** The Cities Act requires notice to be provided in advance of a decision to approve a special tax to specifically fund services provided by the Business Improvement District.

**A Special Tax Bylaw is required annually.**


Particulars of the bylaw will be considered at the following City Council meeting:

**Monday, April 22, 2024, at 5:00 p.m.**  
**Council Chamber, City Hall,**  
**1084 Central Avenue, Prince Albert SK**

If any person wishes to appear before City Council regarding this matter, please provide your submission to the City Clerk by 4:45 p.m. on Tuesday, April 16, 2024. Please visit [www.citypa.ca](http://www.citypa.ca) or call the City Clerk's Office at 306-953-4305 for further information on the requirements to appear.

For information regarding the proposed special tax, contact the Financial Services Department at 306-953-4303.

Issued at the City of Prince Albert this 13th day of April 2024.  
Terri Mercier, City Clerk

 **City of Prince Albert**

**Public Notice**

**Roadways Special Tax**

The City of Prince Albert hereby gives notice, pursuant to Section 102 of *The Cities Act* and the City's Public Notice Bylaw No. 24 of 2015, of its intention to propose a bylaw for the purpose of continuing to levy a special tax to properties benefiting from roadway, paving, concrete sidewalk, curb and median rehabilitation program services.

**Reason for Notice:** The Cities Act requires notice to be provided in advance of a decision to approve a special tax to specifically fund roadway, paving, concrete sidewalk, curb and median rehabilitation program services provided by the City.

**A Special Tax Bylaw is required annually.**

Particulars of the bylaw will be considered at the following City Council meeting:

**Monday, April 22, 2024 at 5:00 p.m.**  
**Council Chamber, City Hall,**  
**1084 Central Avenue, Prince Albert SK**

If any person wishes to appear before City Council regarding this matter, please provide your submission to the City Clerk by 4:45 p.m. on Tuesday, April 16, 2024. Please visit [www.citypa.ca](http://www.citypa.ca) or call the City Clerk's Office at 306-953-4305 for further information on the requirements to appear.

Information regarding the proposed special tax may be directed to the Financial Services Department at 306-953-4303.

Issued at the City of Prince Albert this 13th day of April 2024.  
Terri Mercier, City Clerk



**TITLE:** Request for Tax Relief Application - Canadian Revival Centre Corporation (CRCC)

**DATE:** April 16, 2024

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

---

**RECOMMENDATION:**

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

**TOPIC & PURPOSE:**

To forward for Council's consideration an application received for tax relief from the Canadian Revival Centre Corporation.

**BACKGROUND:**

The Canadian Revival Centre Corporation (CRCC) forwarded an application dated February 27, 2023 for property tax relief for the property located at 1405 Bishop Pascal Place. They provided the tax relief application upon recommendation by the Deputy Mayor as per the City Policy No. 51 – Policy & Procedure for Applications for Tax Relief.

The Canadian Revival Centre Corporation (CRCC)'s main building including the pool/gym building is 64% taxable and 36% exempt. The percentage split of taxable and exempt was based on Assessment's inspection of the property – only the portion of the building that relates to the exempt purpose (religious organization and qualified school purposes) is designated as exempt. The remaining portion, which is primarily vacant and available to be leased, was designated as taxable as it is unrelated to exempt purposes provided under the *Cities Act*. The building previously occupied by CRCC before they moved to 1405 Bishop Pascal Place was 100% exempt under legislation as it was fully utilized for exempt purposes – i.e. there was no unused, leasable space.

**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.

CRCC has submitted the required information.

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.

### **Canadian Revival Centre Corporation**

The property located at 1405 Bishop Pascal Place is owned and occupied by Canadian Revival Centre, a registered independent school and non-profit corporation. The Canadian Revival Centre is also a religious organization, and the property is partially used as a place of worship. The property includes the Qualified Independent School which has an enrollment of 105 students, with the goal of 175 for the 2023-2024 school year.

The school's demographics includes First Nations, Metis, Ukrainian, Russian, Filipino, Burmese, etc. While CRCC uses a portion of the building for these purposes, a larger portion is vacant, leasable space.

The property is currently assessed as 64% taxable, and 36% exempt to account for this split between exempt, and taxable purposes.

### **Criteria Review**

CRCC could be considered to meet components of the criteria under Policy 51, however they do not meet **all** the criteria. For tax relief to be granted, all aspects must be met. They are a registered not-for-profit organization, and they have objectives of enhancing the welfare of citizens of Prince Albert, however they **do not** utilize their entire building for those benefits.

As previously stated, the portion of their building that provides community benefit (religious and school services), is already exempt from property taxation under legislation. The remaining taxable portion of their building is vacant space that is currently being listed to lease.

Providing rental opportunities to other for-profit businesses is not considered to be something that enhances the welfare of Prince Albert citizens.

Properties that the City has approved under Policy 51 have been properties that fully meet the criteria – i.e. they are a not-for-profit organization, they enhance the welfare of Prince Albert citizens, and they fully use their building for that purpose. These past properties also do not benefit from any legislated exemption, and would be 100% taxable without an agreement.

Most recently, Council has approved the tax relief applications for day cares (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.), Prince Albert Habitat for Humanity Saskatchewan and Prince Albert Share a Meal/Food Bank Inc. They met all the criteria under the City's Policy for Tax Relief.

Due to CRCC not meeting the criteria, it is being recommended to deny their application.

#### **CONSULTATIONS:**

Finance Administration has reviewed the submitted application in detail and completed a Tax Relief Application Check List as per the criteria included in the City's Policy 51.

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

Administration will inform the Canadian Revival Centre Corporation the decision of City Council relating to their request for Tax Relief.

#### **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:**

The Canadian Revival Centre Corporation has made no payment for their 2023 taxes owing.

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

There are no privacy implications or official community plan implications at this time.



**STRATEGIC PLAN:**

Tax Exemption Agreements 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:**

City Council could consider recommending granting the exemption, however that is not being recommended by Administration as it contradicts the policy that has been put in place to assess these situations. If that option is chosen, there is further risk that an exemption is being provided on a portion of a building that will be utilized by profit seeking entities who begin to lease it out.

**PUBLIC NOTICE:**

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

Written by: Briane Folmer, Senior Accounting Manager

Approved by: Director of Financial Services and City Manager



# City of Prince Albert

## **RPT 24-97**

**TITLE:** SaskTel Communication Towers – Support in Principle

**DATE:** April 12, 2024

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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### **RECOMMENDATION:**

That the two (2) proposed locations for the following new communication towers be supported in principle as per Schedule A to RPT 24-97:

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

### **TOPIC & PURPOSE:**

The purpose of this report is to provide support in principle for the location and construction of two (2) new communication towers in order for SaskTel to proceed with public consultation.

### **BACKGROUND:**

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

On November 6, 2023, City Council gave support in principle for the first three new tower locations, which are adjacent to the rear lane near 12<sup>th</sup> Street West; 28<sup>th</sup> Street East near the drainage channel; and 7<sup>th</sup> Avenue East adjacent to Cooke Municipal Golf Course.

On February 12, 2024, City Council gave support in principle to an additional three locations, including Miller Hill Park near the drainage channel; Kinsmen Park; and the SaskTel Customer Service Centre at 1200 6<sup>th</sup> Avenue East.

As SaskTel has identified two additional new tower sites, they are ready to move ahead with the next phase of public consultation and necessary design work. See Schedule A for the tentative location plans for each of the proposed tower locations.

**PROPOSED APPROACH AND RATIONALE:**

SaskTel has identified that the following areas are known to have poor coverage and service levels and has proposed two locations for new communication towers to address the issue:

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

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

**CONSULTATIONS:**

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

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

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

**OTHER CONSIDERATIONS/IMPLICATIONS:**

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

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

**STRATEGIC PLAN:**

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

**OFFICIAL COMMUNITY PLAN:**

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

**PUBLIC NOTICE:**

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

**ATTACHMENTS:**

1. Schedule A

Written by: Ellen Pearson, Planner

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



S-12

S-12

PLANNING & DEVELOPMENT

April 5, 2024

Subject Property Identified With A Bold Dashed Line



S-12

S-12

PLANNING & DEVELOPMENT

April 5, 2024

Subject Property Identified  
With A Bold Dashed Line



# City of Prince Albert

**RPT 24-98**

**TITLE:** Affordable Housing Program Application – 1901 15<sup>th</sup> Street West – Prince Albert Community Housing Society Inc.

**DATE:** April 10, 2024

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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## **RECOMMENDATION:**

1. That the Affordable Housing Program Application made by Prince Albert Community Housing Society Inc. for \$25,000 be approved, subject to:
  - a. The applicant entering into a fifteen (15) year Operating Agreement with The City; and,
2. That the Mayor and City Clerk be authorized to execute the Operating Agreement on behalf of the City, once prepared.

## **TOPIC & PURPOSE:**

The purpose of this report is to approve the Affordable Housing Program Application made by Prince Albert Community Housing Society Inc. (PACHSI) requesting a grant of \$25,000, for the construction of five (5) affordable rental dwelling units, located at 1901 15<sup>th</sup> Street West.

## **BACKGROUND:**

The Department of Planning and Development Services is in receipt of an Affordable Housing Program Application from PACHSI for \$25,000 (\$5,000 per unit, up to a maximum of six units). Under this application, the funding will be provided from the Housing Reserve and used to support the construction of a new five (5) unit residential building, intended to provide affordable housing.

As per City Council Resolution No. 0082, dated February 25<sup>th</sup>, 2019, the purpose of the Affordable Housing Program is to provide non-profit corporations with financial assistance to create affordable housing units. To date, five (5) applications have been approved under the Affordable Housing Program, providing funding to develop twenty-four (24) affordable rental dwelling units.

**PROPOSED APPROACH AND RATIONALE:**

As part of the Affordable Housing Program, PACHSI will be required to obtain a Building Permit and enter into a 15-year Operating Agreement with the City of Prince Albert. The Operating Agreement is a condition of approval and ensures that the units are rented at an affordable rate for the term of the agreement.

The anticipated cost for this project is approximately \$1.6 million, and the Saskatchewan Housing Corporation (SHC) is reportedly contributing \$1,119,264 towards the project.

With the prescribed conditions, it is recommended that the Affordable Housing Program Application be approved.

**CONSULTATIONS:**

The Department of Planning and Development Services has been in contact with the applicant throughout the initial review process in order to ensure that they are aware of municipal requirements, processes, and to manage expectations and timelines.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

The applicant will be notified of City Council's decision and Administration will continue to work with the applicant to finalize the agreement and complete the necessary permit applications.

**FINANCIAL IMPLICATIONS:**

The Affordable Housing Program is funded through the Housing Reserve. Annually, only three applications may receive funding under the Affordable Housing Program, with a maximum grant of \$30,000 per application.

As of April 10<sup>th</sup>, 2024, the Housing Reserve has a projected balance of \$425,125.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

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

**STRATEGIC PLAN:**

Throughout the application review, Administration has demonstrated the City's area of focus of Population Growth by supporting the creation of a wide range of property and housing options.



**OFFICIAL COMMUNITY PLAN:**

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

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

The Affordable Housing Program supports the above statement by helping non-profit corporations provide affordable dwelling units to residents of the City of Prince Albert.

**PUBLIC NOTICE:**

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

**ATTACHMENTS:**

1. Location Plan
2. Affordable Housing Program - Operating Agreement

Written by: Darien Frantik, Planner

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



S-HZ

S-HZ

PLANNING & DEVELOPMENT

JOHNSON CRES

16 ST W

15 ST W  
19 AVEW

MACARTHUR DR

1901

Subject Property Identified  
With A Bold Dashed Line

April 10, 2024



Albert for one-bedroom, two-bedroom, and three or more bedroom units respectively; or,

- ii) The maximum rental rate as defined by the Saskatchewan Housing Corporation (SHC) or CMHC, whichever is the primary funding provider.

- b) "Property" means the land and improvements legally described as:

Civic Address: \_\_\_\_\_

Legal Land Description: Lot \_\_\_\_\_, Block/Parcel \_\_\_\_\_,  
Plan No. \_\_\_\_\_

- c) "Service Charges" include the following services provided by the City for a direct charge or user fee payable by the party to whom the services are provided:

- i) The supply of water;
- ii) The disposal of sewage; and
- iii) Custom work orders.

- d) "Term" means a period of fifteen (15) years starting on the date this Agreement is executed by both parties.

## **2. MUNICIPAL INCENTIVE**

- 2.1 In consideration of the mutual covenants and agreements between the Parties as herein set out, the City has agreed to provide the Developer a one-time capital payment of \$\_\_\_\_\_ (herein referred to as the "Funding") to be distributed on the date of execution of this agreement. The Developer agrees that the payment of the Funding shall constitute a debt due and owing and repayable by the Developer to the City, which repayment shall be subject to and governed by clause 4.3 hereof.

## **3. CONDITIONS**

- 3.1 Those units for which Funding is being provided for under this Agreement shall be maintained as rental units by the Developer for the entirety of the Term.
- 3.2 The Developer shall rent the units for which Funding is being provided at a rental rate that shall not exceed the Maximum Rental Rate for the entirety of the Term.
- 3.3 The Developer must notify the City in writing if the Developer intends to sell the Property (terminate the agreement) prior to the completion of the Term. In this case, clause 4.1(a) of this agreement shall apply.
- 3.4 The executed agreement shall be registered as an interest on the subject parcel. The interest may be discharged upon expiry of the Term, or if the agreement is terminated as per Section 4 of this agreement.
- 3.5 The Developer shall comply with all relevant policies, bylaws acts and legislation.

#### **4. TERMINATION**

- 4.1 In the event of the following, the City may terminate the Agreement and the Developer shall repay the funding provided by the City in an amount based on the pro-rata formula set out in clause 4.3 hereof for the portion of time remaining in the Term of the Agreement, specifically:
  - a) if the Property is sold prior to the completion of the Term of the Agreement, unless the City agrees in writing to the assignment of this Agreement to the new owner;
  - b) if the Developer:
    - i) becomes bankrupt or insolvent or is so adjudged;
    - ii) becomes subject to the provisions of any provincial or federal legislation for the benefit of creditors, or the Owner's goods and chattels are liable to seizure; or
    - iii) makes a general assignment for the benefit of creditors or otherwise acknowledges personal insolvency;

- c) if property taxes and/or Service Charges respecting the property fall into arrears;
- d) if the units for which funding is being provided are rented at a rate above the established Maximum Rental Rate;
- e) if the units cease to be maintained as rental units; or
- f) if the Developer is convicted of any contravention of *The Weed Control Act*, *The Planning and Development Act, 2007*, *the National Building Code of Canada* or any municipal bylaw in respect to the Property.

4.2 If the Agreement is to be terminated in accordance with clause 4.1(b) through 4.1 (f), the City shall provide written notice to the Developer ten (10) days prior to termination of the Agreement.

4.3 If the Agreement is terminated, the Developer shall provide the Funding to the City as follows:

- a) termination occurring within the first calendar year of the Term of the Agreement requires repayment of 100% of the Funding;
- b) termination occurring within the second calendar year of the Term of the Agreement requires repayment of 93.3% of the Funding;
- c) termination occurring within the third calendar year of the Term of the Agreement requires repayment of 86.6% of the Funding;
- d) termination occurring within the fourth calendar year of the Term of the Agreement requires repayment of 80% of the Funding;
- e) termination occurring within the fifth calendar year of the Term of the Agreement requires repayment of 73.3% of the Funding;
- f) termination occurring within the sixth calendar year of the Term of the Agreement requires repayment of 66.6% of the Funding;
- g) termination occurring within the seventh calendar year of the Term of the

Agreement requires repayment of 60% of the Funding;

- h) termination occurring within the eighth calendar year of the Term of the Agreement requires repayment of 53.3% of the Funding;
- i) termination occurring within the ninth calendar year of the Term of the Agreement requires repayment of 46.6% of the Funding;
- j) termination occurring within the tenth calendar year of the Term of the Agreement requires repayment of 40% of the Funding;
- k) termination occurring within the eleventh calendar year of the Term of the Agreement requires repayment of 33.3% of the Funding;
- l) termination occurring within the twelfth calendar year of the Term of the Agreement requires repayment of 26.6% of the Funding;
- m) termination occurring within the thirteenth calendar year of the Term of the Agreement requires repayment of 20% of the Funding;
- n) termination occurring within the fourteenth calendar year of the Term of the Agreement requires repayment of 13.3% of the Funding; and,
- o) termination occurring within the fifteenth calendar year of the Term of the Agreement requires repayment of 6.6% of the Funding.

## **5. NOTICE**

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

- a) to the City:  
Department of Planning and Development Services  
City of Prince Albert  
1084 Central Avenue  
Prince Albert, SK S6V 7P3

b) to the Developer:

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

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

## **6. COVENANTS TO SURVIVE THE AGREEMENT**

6.1 The Developer agrees and does hereby provide security for its repayment obligations of the Funding to the City pursuant to clause 4.3 hereof, and does hereby grant an equitable demand mortgage to the City as against the title to the Property. The Developer permits and consents to the City registering in the Land Registry against the title to the Property such security as an interest in the Property, which interest shall be discharged following the repayment of the Funding as specified in clause 4.3 hereof. These covenants shall bind all successors and assigns of the Developer.

## **7. ASSIGNMENT**

7.1 The Developer shall not assign or transfer this Agreement without the prior written approval of the City of Prince Albert.

## **8. ENTIRE AGREEMENT**

8.1 There are no other agreements between the parties respecting the matters referred to herein.







**RPT 24-99**

**TITLE:** Bylaw No. 13 of 2024 - Liquor Store Hours Bylaw

**DATE:** April 11, 2024

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

---

**RECOMMENDATION:**

1. That Bylaw No. 13 of 24 receive 3 readings to be effective on June 1, 2024;
2. That Administration send a letter to alcohol retailers and the Saskatchewan Liquor Gaming Authority (SLGA) informing them of the Bylaw and effective date; and,
3. That Administration provide a report on the impact of the Bylaw in 12-months.

**TOPIC & PURPOSE:**

The purpose of this report is to present Bylaw No. 13 of 2024 for consideration.

**BACKGROUND:**

In April 2023, the Government of Saskatchewan amended section 49 of The Alcohol Control Amendment Regulations to clarify municipal discretion to pass bylaws reducing the hours of operation for permitted establishments within the maximum prescribed hours.

At the July 17<sup>th</sup> Executive Committee meeting, the following motion was approved:

- “1. That Administration consult with identified stakeholders who have an interest in the hours of sale for alcohol in Prince Albert, including retail liquor vendors and the Community Alcohol Strategy Steering Committee, in order to bring back a report to Executive Committee identifying recommendations and options arising from the Government of Saskatchewan’s recent amendment to The Alcohol Control Regulations;*
- 2. That Administration also consult with the City of La Ronge regarding the pros and cons of their City implementing liquor sales from 11:00 a.m. to 11:00 p.m., and include those discussions within the report to Executive Committee; and,*
- 3. That this report as it relates to the review and reporting of the hours of operation for convenience stores be received as information and filed.”*

At the January 8<sup>th</sup> Executive Committee meeting, the following motion was approved:

- “1. That Administration draft a Bylaw to regulate the operating hours of Liquor Stores to open at 10am and close at 11pm for consideration at an upcoming City Council meeting; and,*
- 2. That Administration provide an update on the impact of the Bylaw twelve (12) months after implementation for consideration at an Executive Committee meeting.”*

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

The recommendation follows a review of the international, national and provincial evidence alongside feedback from a robust consultation with local businesses, human service providers, local interest groups, and subject matter experts.

#### *Evidence base*

Limiting the availability of alcohol by restricting the hours of sale is recognized as a cost effective, population-level intervention that decreases consumption and helps to prevent harms from alcohol. Research shows that increasing the hours of sale by greater than 2 hours is connected to increases in alcohol-related harms, such as an 11% relative increase in traffic injury crashes and a 20% relative increase in weekend emergency department admissions (CISUR, 2019).

#### *Local data*

- In 2021-2022, Prince Albert Parkland Health Region had a higher than national and provincial average for hospitalizations entirely caused by alcohol.
- In 2022, according to the Prince Albert Police Service (PAPS), arrests for intoxication made up the majority of arrests.
- January 2023-October 2023, the PAPS received 2,386 calls for service because of intoxication and made over 1600 arrests.

### **CONSULTATIONS:**

Between October 2024 and January 2025, Administration conducted a stakeholder consultation in relation to the Bylaw. Stakeholder feedback highlighted broad support for the Bylaw from human service providers, emergency services and businesses, with the exception of alcohol retailers who raised concerns regarding the impact of the Bylaw on their revenue. Since that time, Administration has continued to speak with alcohol retailers and stakeholders who have raised the following for consideration:

- Concerns about the potential for an alcohol store to open for longer hours outside of the city limits, which could result in increased foot traffic along the highway;
- Concerns that a 10am store opening will impact on the opportunity for Prince Albert businesses to serve lake-bound customers;

- Concerns that closures on Statutory Holidays would exacerbate the impact of the Bylaw on alcohol retailers; and,
- Feedback that restricting the hours of sale is very likely to have a meaningful impact on calls for emergency services.
- The Prince Albert Police Service provided the following for consideration:

*The Prince Albert Police Service acknowledges the complex challenges associated with alcohol consumption within our community. There is substantial evidence to support the prevalence of alcohol in various incidents that necessitate police intervention, including disturbances, public intoxication, impaired driving, and other related offences. These situations underscore the critical role alcohol plays in both the frequency and severity of calls for service received by our officers.*

*While the relationship between the hours of alcohol sale and alcohol-related harm might vary, the presence of alcohol in incidents requiring police response is indisputable and well-documented. This reality reflects the broader implications of alcohol consumption on public safety and community well-being. By addressing the accessibility of alcohol, including consideration of sale hours and locations, we can work towards minimizing the potential for harm.*

*The Prince Albert Police Service remains dedicated to engaging with our community, municipal decision-makers, and regulatory authorities to explore and implement effective strategies that mitigate the impact of alcohol-related issues. Through collaborative efforts, we aim to enhance public safety, reduce the burden on police resources.*

Administration, through the City's Community Safety and Well-Being Initiative, have convened an interagency Action Team with the intent of monitoring the impact of the Bylaw if it is approved to identify and respond to unintended consequences and measure any impact.

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

Upon approval, letters will be drafted for SLGA and business owners directly affected. Administration will develop a communications plan to ensure human service providers are aware so that they can communicate with community members diagnosed with alcohol use disorder.

#### **FINANCIAL IMPLICATIONS:**

There will be no financial cost to the City of Prince Albert. Administration will evaluate 12-months post implementation to determine whether there has been a cost *saving* associated with the Bylaw, for instance through a reduction in Bylaw and Prince Albert Police Service calls for service connected to intoxication.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

- Liquor store retailers raised concerns about a ‘loop hole’ which allows restaurants to sell alcohol for off-premise consumption.
  - The Alcohol Control Amendment Regulations allows restaurant owners to sell alcohol for off-sale consumption at an overall 1:1 ratio of food to alcohol.
  - Administration has engaged with SLGA with the aim of addressing this loop hole.
- Administration met with SLGA’s Liquor Licensing and Inspections department in February 2024.
  - SLGA indicated that although their ability to conduct routine inspections is limited due to resourcing, they do investigate and respond to any complaints from sources such as other alcohol retailers, community members, Bylaw and police.
  - SLGA provide support to alcohol license holders to adhere to legislative requirements by providing policy and sanction information online.
- Current hours of operation for liquor stores outside of the city limits within an approximate 30 minute drive radius are:
  - Redwing, approximately 3km outside of the city limits. Online hours indicate 8am – 10pm. The store indicated they open from 9:30am – 11pm.
  - Christopher Lake, approximately 30km outside of the city limits. Open from 9am – 9pm.
  - Birch Hills, approximately 30km outside of the city limits. Open from 8am – 9pm.
  - Shellbrook, approximately 40km outside of the city limits. Alcohol can be purchased from a combination of two stores between 9am and 10pm.
- There are two off-sale alcohol licenses in the process of being issued in the RM of Buckland.
  - Administration has reached out to surrounding RMs to offer support in implementing similar bylaws if there is interest in doing so.

There is are no privacy implications.

**STRATEGIC PLAN:**

This report supports the long-term strategy of ‘promoting a progressive community through community safety’.

**OFFICIAL COMMUNITY PLAN:**

The report supports approaches to address the root causes of social disruption and 'alcohol usage reduction strategies' are specifically mentioned in the Official Community Plan. There is consistent evidence linking alcohol to the perpetration of intimate partner violence, male-to-female sexual violence, and general violence. Most event-level evidence suggests that consuming alcohol, especially large quantities of alcohol, at the time or prior to the incident is associated with a greater likelihood of perpetration.

**OPTIONS TO RECOMMENDATION:**

Administration considered the following hours:

1. 10am – 10pm would see a greater benefit to community safety and well-being, but was rejected because it would have a greater impact on retailers than the recommendation.
2. 11am – 11pm aligns with Cannabis Bylaw No. 25-2018 however; this option would affect a greater number of retailers than the recommendation.
3. 9am-1am would have a less significant impact on smaller alcohol retailers, whilst still achieving a 2-hour reduction in alcohol availability. This option was rejected because the benefit to community safety and well-being would be minimal.
4. 9am – 11pm would address concerns regarding serving lake-bound customers, but would have a reduced benefit for the community.

**PUBLIC NOTICE:**

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

**ATTACHMENTS:**

1. Bylaw No. 13 of 2024

Written by: Anna Dinsdale, Community Safety and Well-Being Coordinator

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

# CITY OF PRINCE ALBERT BYLAW NO. 13 OF 2024

*A Bylaw of The City of Prince Albert to regulate the hours of operation for liquor retail stores selling beverage alcohol within the City of Prince Albert.*

WHEREAS the City Council of the City of Prince Albert has the authority under subsection 49(3) of The Alcohol Control Regulations, 2016, as amended, to regulate the hours of sale of beverage alcohol at retail liquor stores within its jurisdiction.

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

## SHORT TITLE

1. This Bylaw may be cited as “The Liquor Store Hours Bylaw.”

## DEFINITIONS

2. In this Bylaw:
  - (a) "**City**" means “The City of Prince Albert”, and “The City of Prince Albert” means the municipal corporation incorporated as such pursuant to *The Cities Act*, Statutes of Saskatchewan;
  - (b) "**Council**" means the City Council for The City of Prince Albert pursuant to *The Cities Act*, Statutes of Saskatchewan;
  - (c) "**Beverage Alcohol**" has the meaning as defined in the Interpretation section of *The Alcohol and Gaming Regulation Act, 1997*, Statutes of Saskatchewan, as may be amended from time to time, or as defined under any successor legislation thereto;

- (d) **“Liquor Retail Store”** means any business, business location and premises within The City of Prince Albert at and for which a current and valid *Retail Store Permit* has been issued to a Permittee by the Saskatchewan Liquor and Gaming Authority to permit the sale of beverage alcohol therefrom;
- (e) **“Permittee”** means a Person to whom a current and valid *Retail Store Permit* from the Saskatchewan Liquor and Gaming Authority has been issued to permit the sale of beverage alcohol from or at a Liquor Retail Store and its premises;
- (f) **“Person”** includes an individual, partnership, association, body corporate, trustee, executor, administrator or legal representative; and,
- (g) **“Saskatchewan Liquor and Gaming Authority”** has the meaning and is the entity as defined and authorized pursuant to *The Alcohol and Gaming Regulation Act, 1997*, Statutes of Saskatchewan, as amended, under the Regulations enacted pursuant thereto, and under any successor legislation.

#### HOURS OF OPERATION

- 3. No Person or Permittee will open or operate a Liquor Retail Store in the City of Prince Albert for the sale of beverage alcohol, nor sell beverage alcohol therefrom, at any time on any day of the week between the hours of 11:00p.m. to 10:00a.m.

#### OFFENCES AND PENALTIES

- 4. Any Person who contravenes any provision of this Bylaw is guilty of an offence and, upon summary conviction, is liable to be fined as provided for in *The Alcohol Control Regulations, 2016*, as may be amended.
- 5. Council may revoke a City of Prince Albert business license issued pursuant to *The City of Prince Albert Business License Bylaw* where a Person or Permittee operating under the business license contravenes any provision of this bylaw.

#### INCONSISTENT BYLAWS

- 6. Any portion or section of an existing City of Prince Albert bylaw purporting to regulate the permitted hours for the sale of beverage alcohol at or from Liquor Retail Stores and/or such premises within the City of Prince Albert shall be deemed to be overridden and replaced by the provisions of this bylaw to the extent of any conflict, and shall be of no force and effect and is hereby repealed to that limited and conflicting extent.



COMING INTO FORCE

7. This Bylaw shall come into force and take effect on June 1, 2024.

INTRODUCED AND READ A FIRST TIME THIS DAY OF ,AD 2024.

READ A SECOND TIME THIS DAY OF ,AD 2024.

READ A THIRD TIME AND PASSED THIS DAY OF ,AD 2024.

MAYOR

CITY CLERK



# City of Prince Albert

**RPT 24-102**

**TITLE:** Digital Sign Application - 4201 7th Avenue East

**DATE:** April 10, 2024

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

---

## **RECOMMENDATION:**

That the Sign Permit Application for a Digital Sign, to be located at 4201 7<sup>th</sup> Avenue East, legally described as Parcel 2, Plan 102382040, be approved.

## **TOPIC & PURPOSE:**

The purpose of the report is to approve the Sign Permit Application for a Digital Sign at 4201 7<sup>th</sup> Avenue East, which is the location of a future Gas Bar in The Yard District.

## **BACKGROUND:**

The Department of Planning & Development Services is in receipt of a Sign Permit Application for a Digital Sign, to be located at 4201 7<sup>th</sup> Avenue East.

The proposed digital sign is a two-sided Electronic Message Centre located at the bottom of a freestanding, pylon sign. It is 1.22 Metres in height and 2.44 Metres in length.

See the attached "Site Plan & Elevations" for more details.

In accordance with Section 13 of *The City of Prince Albert Zoning Bylaw No. 1 of 2019*:

*"Section 13.2 Digital Sign*

*In addition to the regulations contained in Section 13.1 of this Bylaw, signs with digital faces or digital signs shall be administered in accordance with the following regulations:*

1. *Digital signs shall require City Council approval;*
2. *The brightness and message speed of a digital sign shall be easily adjustable and shall be at the discretion of the Development Officer;*
3. *Digital signs shall not broadcast live video or any type of audio;*
4. *One (1) digital sign shall be permitted per site; and*
5. *The City shall reserve the right to utilize a digital sign to display emergency or public safety broadcasts, or broadcast information regarding any other emergency situation where the general public may be affected.*

#### *Section 13.7 Freestanding Sign*

*Freestanding signs shall be permitted in the C3 – Large Lot Arterial Commercial and C4 – Highway Commercial Zoning Districts; and the following shall apply:*

- (a) The sign face shall have a maximum area of 34 square metres;*
- (b) The sign shall have a maximum height of 10.7 metres from grade; and*
- (c) When two (2) or more signs are located on a single property, the minimum distance between signs shall be 30 metres.”*

There are no other Freestanding or Digital Signs on the subject site.

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

Administration has completed its review of the Sign Permit Application and it meets the regulations in the Zoning Bylaw. This sign will not be installed until after a Development Permit is issued for the proposed Gas Bar, which is currently under review.

Therefore, Administration recommends approval of the Sign Permit Application.

#### **CONSULTATIONS:**

The Department of Planning and Development Services has been in contact with the applicant throughout the review process in order to ensure that they are aware of municipal requirements and processes, options, and to manage expectations and timelines.

The Sign Permit Application has been forwarded to the Department of Public Works, Community Services, Fire and Emergency Services, and the Building Division for informational purposes.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

The applicant will be notified of City Council's decision.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

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

**STRATEGIC PLAN:**

Throughout the permit process, Administration has supported the area of focus of Economic Diversity and Stability by working to accommodate the needs of new and existing businesses.

**OFFICIAL COMMUNITY PLAN:**

This Sign Permit Application is further supported by Section 17.7 of the Official Community Plan, which states that: "*All signage shall comply with the Zoning Bylaw or the Portable Sign Bylaw and the design guidelines set out therein.*"

**PUBLIC NOTICE:**

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

**ATTACHMENTS:**

1. Location Plan
2. Site Plan & Elevations

Written by: Darien Frantik, Planner

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



PLANNING & DEVELOPMENT SERVICES

TC

April 2024

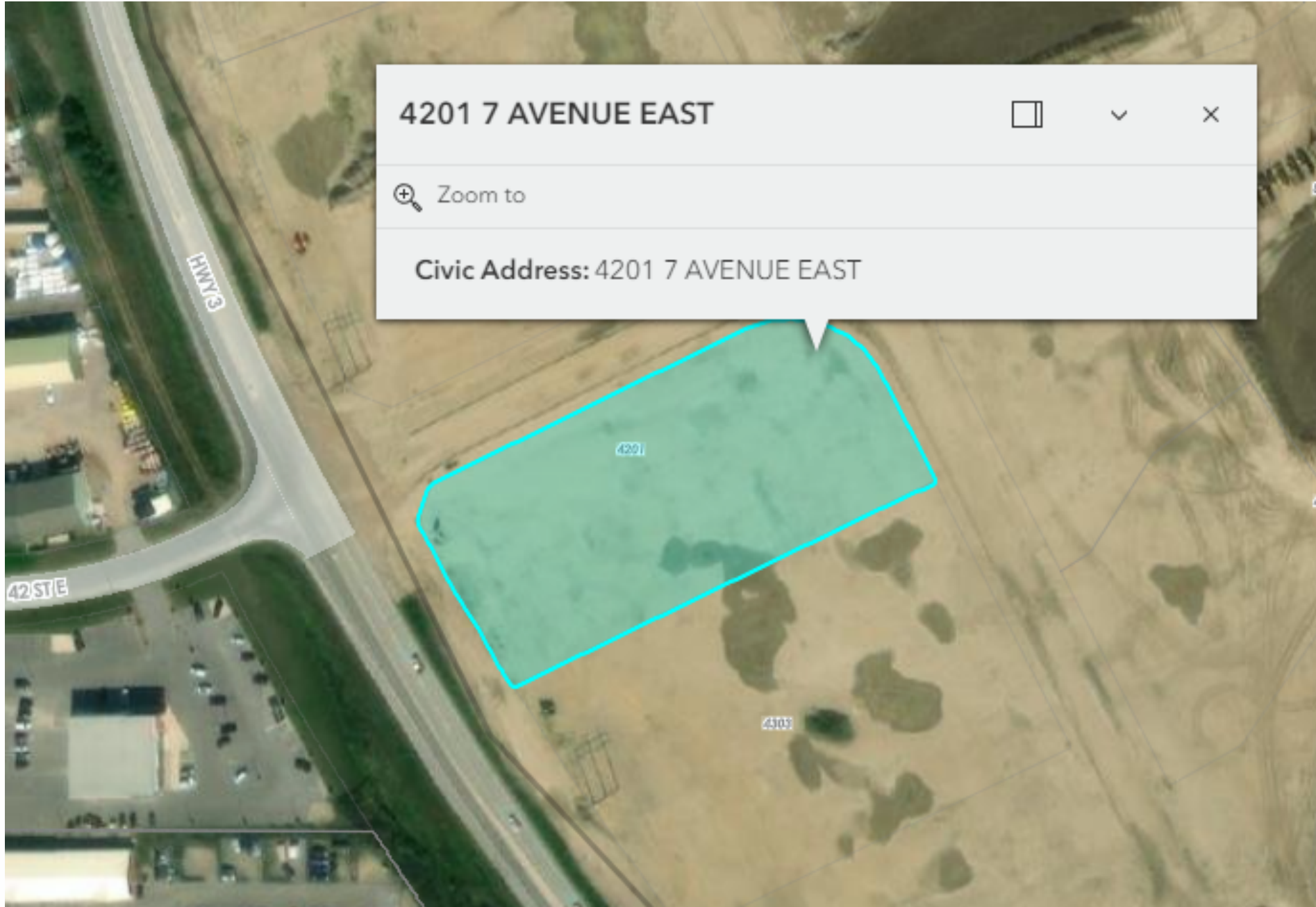




## **CIRCLE K**

Hwy 3 & 42 Ave (4201 7th Avenue East)  
Prince Albert, SK

Complete Set of Permit Drawings



ENG

A	-
REV	DESCRIPTION

**CIRCLE K**

**Hwy 3 & 42 Ave  
(4201 7th Ave)**

**Prince Albert, SK**

Site Plan

DATE:	DD-MMM-YYYY
SCALE:	AS NOTED
JOB No.:	-
DRAWN BY:	INITIALS
CHECKED BY:	-

**NOTES / LEGAL:**  
 1. THESE DRAWINGS ARE INTENDED FOR PERMIT PROCESSING ONLY. ALL DIMENSIONS, SIGNAGE PLACEMENT AND DESIGN TO BE VERIFIED BY SIGNAGE CLIENT AND / OR FABRICATOR PRIOR TO CONSTRUCTION OR INSTALLATION  
 2. FINAL INSPECTIONS FOR PERMITTING JOBS TO BE HANDLED BY OUR CLIENTS  
 3. ENGINEERING PHOTOS / INSTALLED CHECKLISTS TO BE PROVIDED BY OUR CLIENTS

# KM1-79778H

## SITE #PRINCE ALBERT

LEVEL: A BU: WCA

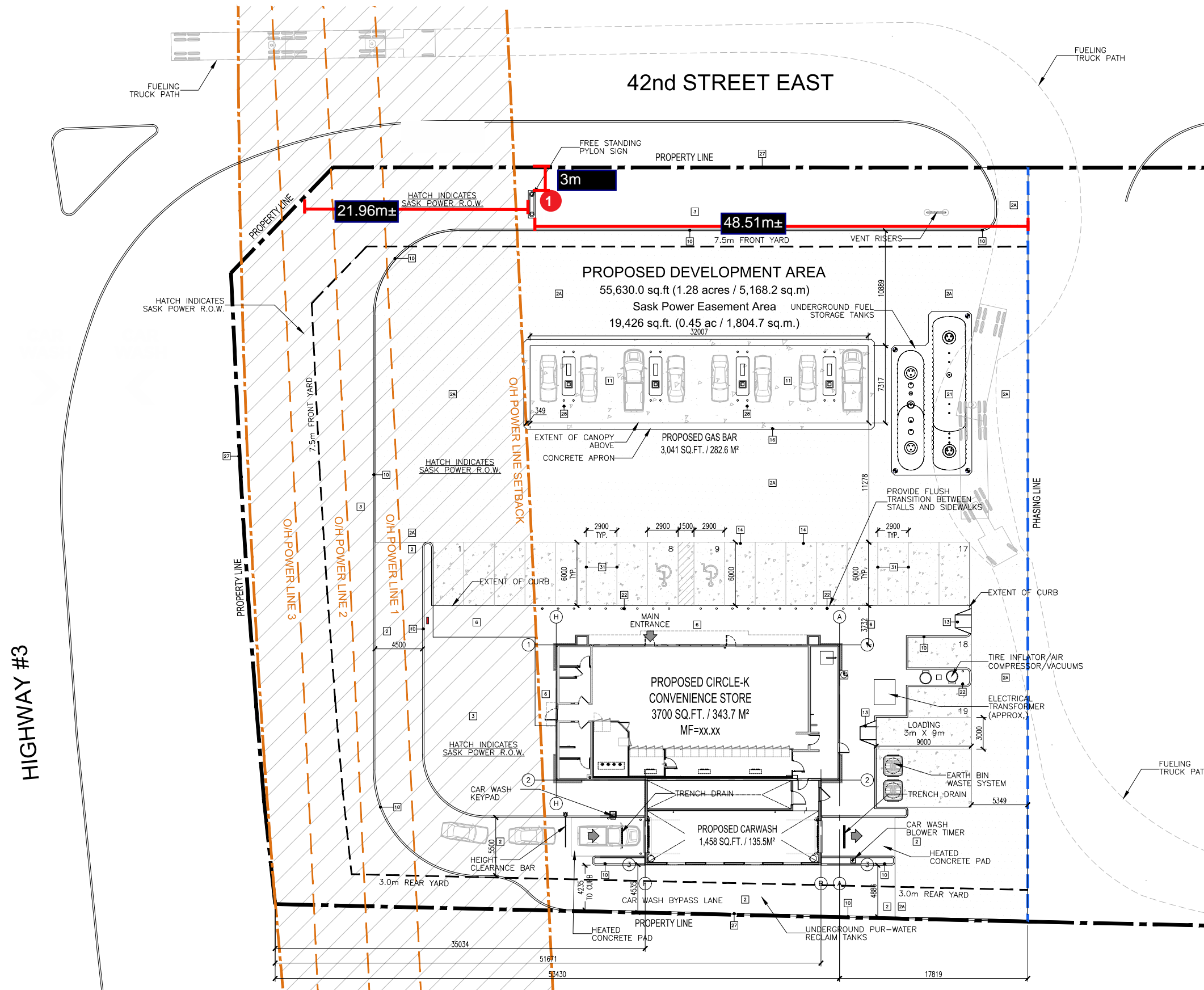
PROJECT TYPE: NEW / NTI

### OVERALL VIEW OF SITE

Installation:  Interior:  Exterior:

# Descriptions:

1 PYLON  
SEE PAGE 2



**# Notes:**  
**1 DIRECTIONALS AND SNAPFRAME ON POSTS ARE LOCATED TO THE BEST OF OUR KNOWLEDGE AND MUST BE APPROVED**

#	Revision(s)	By:	Date:
1	CHANGED SITE PLAN	TB	04.26.2023
2	RELOCATED SIGNS	TB	05.02.2023
3	CHANGED SITE PLAN	AC	11.14.2023
4	CHANGED SITE PLAN	AC	11.27.2023
5	ADD LOCATION OF PYLON	AC	03.14.2024



Tel: (506) 735-5506 | Fax: (877) 737-1734 | Toll Free: 1-800-561-9798

Client:	CIRCLE K
Site:	HWY 3 & 42ND AVE, PRINCE ALBERT, AB
Consultant:	G. FRENETTE
Draftsman:	TINA BOLODUGA
Page:	1/2
Date:	02/28/2023
Scale:	1/32" = 1'-0"

Date: / /  
 Customer Approval: \_\_\_\_\_

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and other applicable local codes. This includes proper grounding and bonding of the sign.

Pattison Sign Group illuminated signs contain Fluorescent, Neon and/or HID Lamps. These lamps contain Mercury (Hg). Dispose of these lamps according to Local, Provincial, State, or Federal Laws.

IF THIS AGREEMENT INCLUDES THE MANUFACTURING AND INSTALLATION OF A BASE(S) BY PATTISON SIGN GROUP FOR THE SIGNS ORDERED HEREIN, SUCH BASE(S) SHALL BE BUILT AND INSTALLED IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS. IF A BASE(S) IS TO BE BUILT OR PROVIDED BY THE CUSTOMER (OR HIS AGENT), AND NOT BY PATTISON SIGN GROUP, THE CUSTOMER SHALL ENSURE THAT THE BASE(S) ARE BUILT AND INSTALLED IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS AND SHALL HOLD PATTISON SIGN GROUP HARMLESS AND INDEMNIFY IT AGAINST ANY AND ALL CLAIMS, LIABILITIES, ACTIONS, PENALTIES, FINES, AND ANY LEGAL FEES INCURRED BY PATTISON SIGN GROUP ARISING FROM THE FAILURE OF THE CUSTOMER (AND/OR IT'S AGENT) IN DOING SO.

[www.pattisonsign.com](http://www.pattisonsign.com)

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**SIGN 1**

**KM1-79778H**  
**SITE #PRINCE ALBERT**  
 LEVEL: A BU: WCA  
 PROJECT TYPE: NEW / NTI  
**D/F ILLUMINATED PYLON**

Installation:  Interior:  Exterior:

#	Descriptions:
1	ALUMINUM FABRICATED CABINET AND ALUMINUM EXTRUSION RETAINER
2	CK: CLEAR POLYCARBONATE PANNED AND DEBOSSED FACE WITH VINYL APPLIED TO SECOND SURFACE
3	1/8" TK. ROUTED OUT ALUMINUM FACE
4	3/16" WHITE #2447 ACRYLIC MOLDED PUSH THRU LOGO WITH VINYL APPLIED TO FIRST SURFACE
5	3/16" CLEAR FLAT ACRYLIC FACE WITH VINYL APPLIED TO SECOND SURFACE
6	NEW 18" RED ABLE PRICE CHANGER - WINDOW: 20" X 48" / AREA: 6.66 SQ. FT.
7	NEW 18" GREEN ABLE PRICE CHANGER - WINDOW: 20" X 48" / AREA: 6.66 SQ. FT.
8	ALUMINUM RECESS
9	POSTS
10	BLACK VINYL APPLIED TO SECOND SURFACE OF FACE AROUND ABLE (1" STRIP ON TOP AND BOTTOM & 1 1/2" STRIP ON SIDES)
11	4" WHITE ABLE TOGGLE MESSAGE CENTER - WINDOW 5" X 33 7/8" / AREA: 1.17 SQ. FT.
12	BLACK VINYL APPLIED TO SECOND SURFACE OF FACE AROUND TOGGLE (1" STRIP ON TOP AND BOTTOM & 1" STRIP ON SIDES)
13	ABLE EMC 4' X 8'
14	CLEAR POLYCARBONATE FACE PANNED 2" WITH VINYL APPLIED TO SECOND SURFACE
*	ILLUMINATED BY LEDS

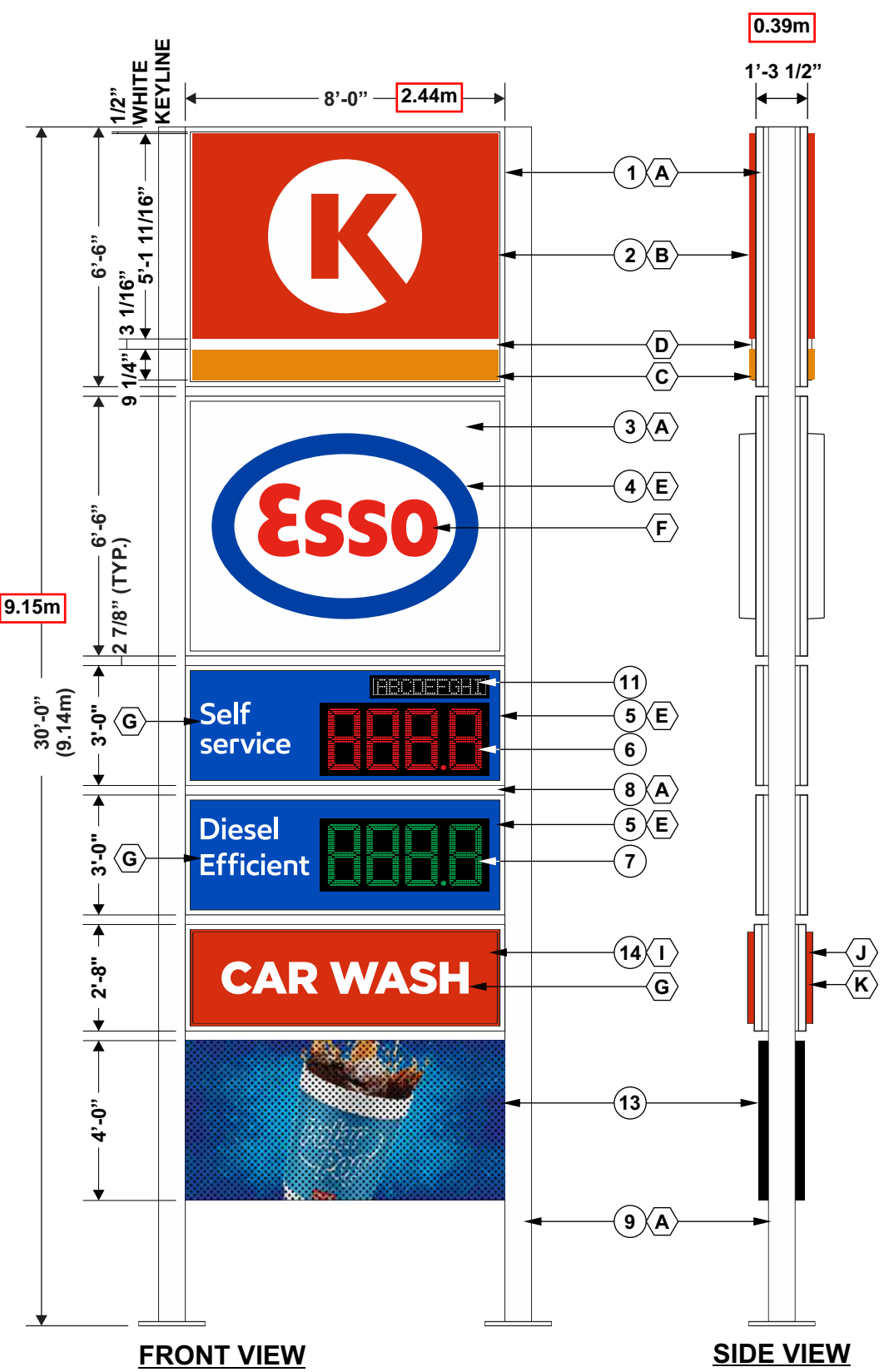
**SIGN AREA: 22.33m<sup>2</sup>**

#	Revision(s)	By:	Date:
1	CHANGED SIZE & ADDED EMC	TB	03.01.2023
2	CHANGED VINYL / PAINT DETAILS FOR CW	TB	04.26.2023
3	ADDED ESSO	TB	08.18.2023

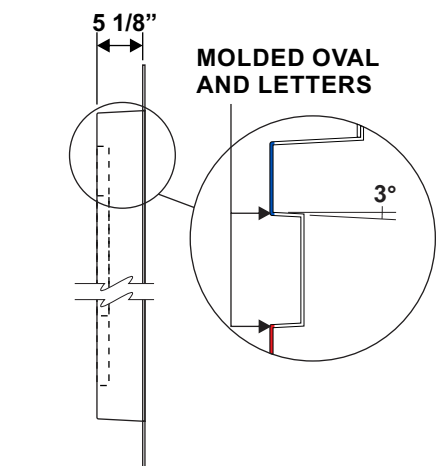
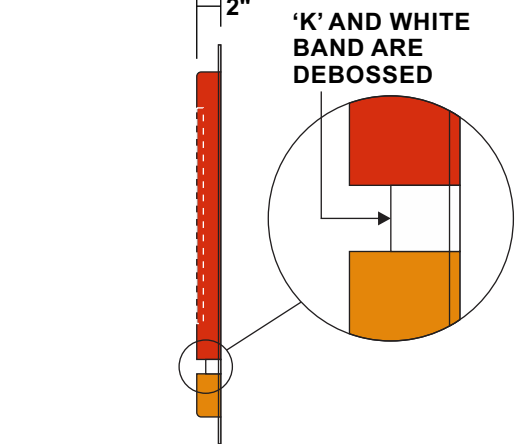


Tel: (506) 735-5506 | Fax: (877) 737-1734 | Toll Free: 1-800-561-9798

Client:	CIRCLE K
Site:	HWY 3 & 42ND AVE, PRINCE ALBERT, AB
Consultant:	G. FRENETTE
Draftsman:	TINA BOLDING
Page:	2 / 2
Date:	02.28.2023
Scale:	1/4" = 1'-0"



#	Colors:
A	PAINTED WHITE
B	RED VINYL 3630-2553
C	ORANGE VINYL 3630-3540
D	PAINTED WHITE DIFFUSER
E	BLUE VINYL 3630-8248
F	RED VINYL 3630-2590
G	WHITE DIFFUSER VINYL 3630-20
H	BLACK VINYL 3630-22
I	RED VINYL 3630-33
J	PAINTED TO MATCH RED VINYL 3630-33 (SIDE OF CAR WASH PAN)
K	PAINTED WHITE DIFFUSER (SIDE OF CAR WASH PAN)



Date: / /  
 Customer Approval:

**SR** **UL** **OS**

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and Section 14 of the Canadian Electrical Code and other applicable local codes. This includes proper grounding and bonding of the sign.

Pattison Sign Group illuminated signs contain Fluorescent, Neon and/or HID Lamps. These lamps contain Mercury (Hg). Dispose of these lamps according to Local, Provincial, State, or Federal Laws.

IF THIS AGREEMENT INCLUDES THE MANUFACTURING AND INSTALLATION OF A BASE(S) BY PATTISON SIGN GROUP FOR THE SIGNS ORDERED HEREIN, SUCH BASE(S) SHALL BE BUILT AND INSTALLED IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS. IF A BASE(S) IS TO BE BUILT OR PROVIDED BY THE CUSTOMER (OR HIS AGENT), AND NOT BY PATTISON SIGN GROUP, THE CUSTOMER SHALL ENSURE THAT THE BASE(S) ARE BUILT AND INSTALLED IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS AND SHALL HOLD PATTISON SIGN GROUP HARMLESS AND INDEMNIFY IT AGAINST ANY AND ALL CLAIMS, LIABILITIES, ACTIONS, PENALTIES, FINES, AND ANY LEGAL FEES INCURRED BY PATTISON SIGN GROUP ARISING FROM THE FAILURE OF THE CUSTOMER (AND/OR IT'S AGENT) IN DOING SO.



# City of Prince Albert

**RPT 24-106**

**TITLE:** Bylaw No. 12 of 2024 - Closure of a Portion of 5th Avenue East

**DATE:** April 11, 2024

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

---

## **RECOMMENDATION:**

1. That Bylaw No. 12 of 2024 receive 3 readings; and
2. That the closed portion of 5<sup>th</sup> Avenue East be sold to the two abutting property owners for \$7,187.00 each; and
3. That the Mayor and City Clerk be authorized to execute the Plan of Survey and any other required documentation, on behalf of The City, once prepared.

## **TOPIC & PURPOSE:**

The purpose of this report is to approve Bylaw No. 12 of 2024 for the closure of a portion of 5<sup>th</sup> Avenue East right-of-way located along 15<sup>th</sup> Street East, as depicted on the attached Location Map.

## **BACKGROUND:**

In November 2022, the Department of Planning and Development Services was contacted by a private developer to consolidate their land holdings along 15<sup>th</sup> Street East. As there was an undeveloped portion of 5<sup>th</sup> Avenue East abutting their land, they were offered the option to purchase the right-of-way and consolidate it with their land holdings. The property owner located immediately east had also indicated an interest in purchasing half of the right-of-way, which they would also consolidate with their land holdings. See the attached location plan.

It is common practice for the City to sell closed right-of-ways for \$1 per square foot. In this case, the owners to the east and west will each pay \$7,187.00 plus GST for a total of \$14,374.00 plus GST.

## **PROPOSED APPROACH AND RATIONALE:**

The Department of Planning and Development Services is in receipt of a request to close, purchase, and consolidate a portion of the 5<sup>th</sup> Avenue East Right of Way, legally described as Parcel S1, Plan 101919629.

This closure and consolidation will help facilitate future development on the site to the west while ensuring the owner of the parcel to the east maintains access to their property.

Administration has reviewed the information submitted and recommends that the closure be approved.

### **CONSULTATIONS:**

Administration consulted with the following parties throughout this process in order to ensure this request moves ahead in a timely manner, and to ensure that any necessary easement agreements or other required documentation is identified and completed:

- The owner of 550 15<sup>th</sup> Street East;
- The owner of 300 15<sup>th</sup> Street East;
- The Department of Public Works, Community Services, and Assessment;
- The Ministry of Highways and Infrastructure; and
- SaskPower, SaskEnergy, and SaskTel.

No concerns were raised by any of these parties during the consultation process for this closure.

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

Administration will continue to be in contact with the applicant, the Ministry of Highways and Infrastructure and the utility companies in order to ensure that the requirements for the road closure and subsequent consolidation have been met.

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

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

### **STRATEGIC PLAN:**

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

**OFFICIAL COMMUNITY PLAN:**

In accordance with Section 11.2 of the Official Community Plan, this closure will:

“Ensure a development and business friendly environment to help attract diverse and long term economic growth...”

The closure and consolidation of this portion of right-of-way will facilitate future development of the site which aligns with this policy statement.

**PUBLIC NOTICE:**

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

- Public Notice published in the Prince Albert Daily Herald on Thursday, April 11, 2024.

Public notice is not required for the sale as the sale price is considered fair market value, nor is it required for the consolidation.

**ATTACHMENTS:**

1. Bylaw No. 12 of 2024 - 5th Avenue East Right of Way Closure
2. Location Plan
3. Public Notice - 5th Avenue East Right of Way Closure - Daily Herald

Written by: Tanner Cantin, Development Coordinator

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

# CITY OF PRINCE ALBERT BYLAW NO. 12 OF 2024

*A Bylaw of The City of Prince Albert for the closing of a  
portion of a right-of-way*

**WHEREAS** Pursuant to Section 13 and 102 of *The Cities Act*, the Council of The City of Prince Albert in the province of Saskatchewan hereby enacts as follows;

**AND WHEREAS** the Ministry of Highways and Infrastructure for the Province of Saskatchewan has consented to the closure on the 8<sup>th</sup> day of April 2024;

**AND WHEREAS** SaskTel for the Province of Saskatchewan has consented to the closure on the 22<sup>nd</sup> day of November, 2022;

**AND WHEREAS** SaskPower for the Province of Saskatchewan has consented to the closure on the 26<sup>th</sup> day of March, 2024;

**AND WHEREAS** SaskEnergy for the Province of Saskatchewan has consented to the closure on the 18<sup>th</sup> day of January, 2024;

**AND WHEREAS** Notice of Intention to pass this Bylaw has been given in accordance with **Bylaw No. 24 of 2015**, being a Bylaw of the City of Prince Albert to establish a Public Notice Policy, by publishing the same in the Prince Albert Daily Herald, a newspaper published in the City of Prince Albert on the 11<sup>th</sup> day of April, 2024;

1. That the portion of the right-of-way, legally described as Parcel S1, Plan 101919629, shown on Schedule "A" of this Bylaw be closed; and,
2. That this Bylaw shall come into force and effect on, from and after the final passing thereof.

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

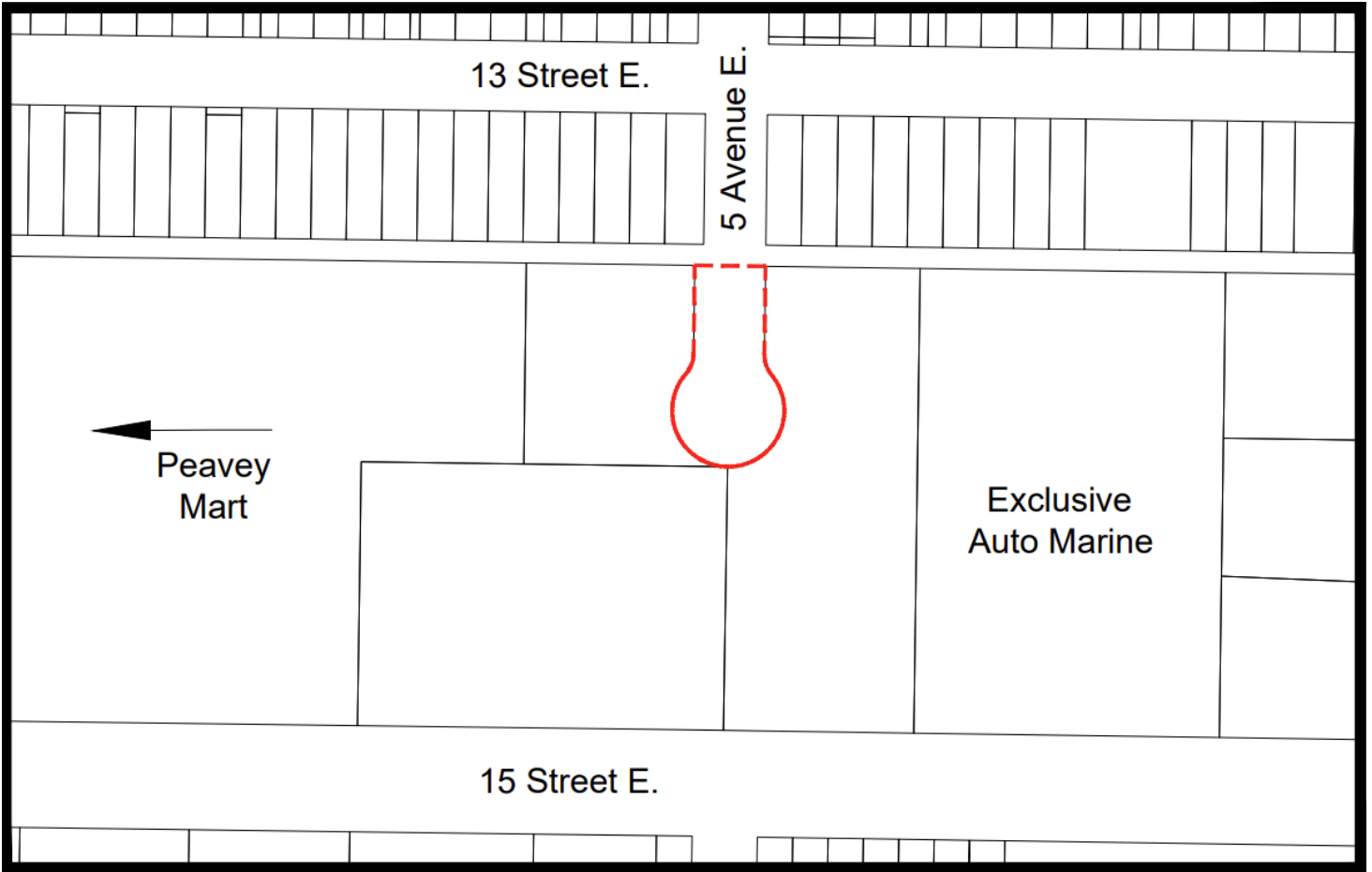
READ A SECOND TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, AD 2024.

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

\_\_\_\_\_  
MAYOR

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

Schedule "A"

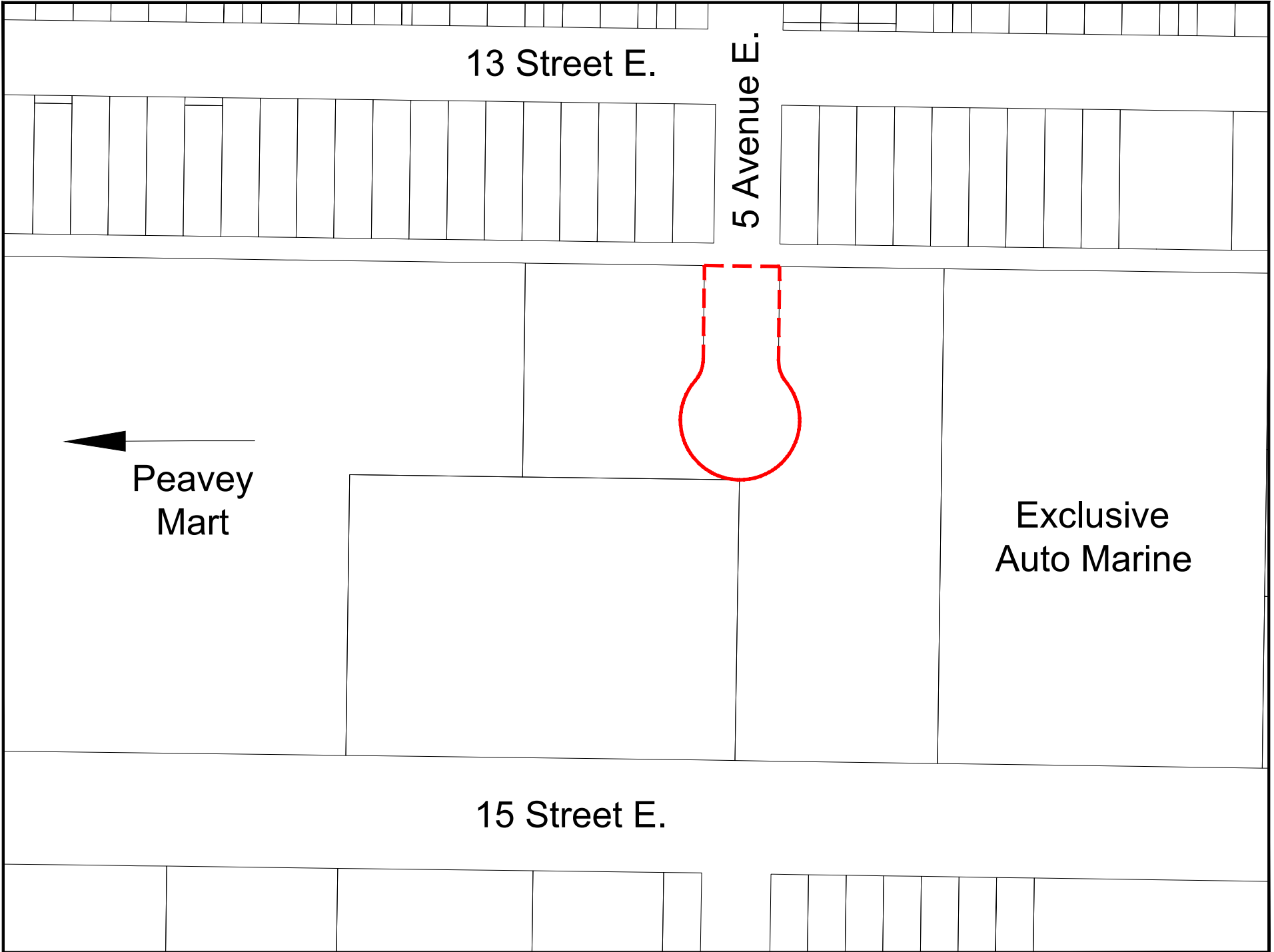




PLANNING & DEVELOPMENT SERVICES

TC

April 2024



13 Street E.

5 Avenue E.

Peavey  
Mart

Exclusive  
Auto Marine

15 Street E.

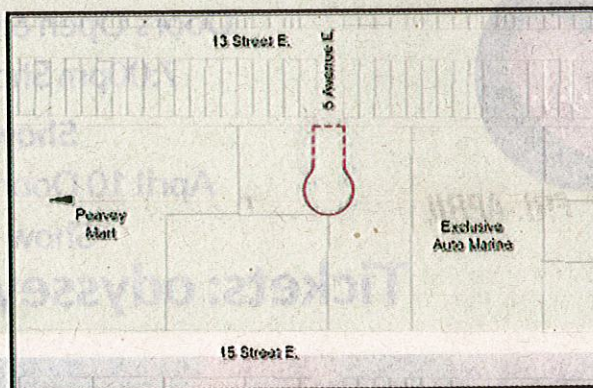


## CITY OF PRINCE ALBERT PUBLIC NOTICE

### ROAD CLOSURE – BYLAW NO. 12 OF 2024

Public Notice is hereby given that the Council of the City of Prince Albert intends to consider Bylaw No. 12 of 2024 to authorize the road closure outlined below.

**Reason for the Closure:** The portion of right-of-way shown on the map below is proposed to be closed, subdivided and sold to the abutting property owners for future development. All required external agencies and ministries have reviewed and approved the proposed road closure and sale.



Therefore, City Council, at its meeting to be held on Monday, April 22nd, 2024, at 5:00 p.m., will consider all submissions both written and verbal respecting the Public Hearing for the above bylaw. If you would like your written submission reviewed by City Council PRIOR to the meeting, it would be preferable if it were provided by 4:45 p.m. on Tuesday, April 16th, 2024. In accordance with City Council's Procedure Bylaw No. 23 of 2021, any written submissions must be provided to the City Clerk.

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

**Planning and Development Services**

City Hall, 1084 Central Avenue

Prince Albert SK, S6V 7P3

8:00 am to 4:45 pm – Monday to Friday (except holidays)

Phone 306-953-4370

Issued at the City of Prince Albert, this 11th day of April 2024  
Terry Mercier, City Clerk

*P.A. Daily Herald  
April 11th, 2024*





# City of Prince Albert

***RPT 24-107***

**TITLE:** Bylaw No. 11 of 2024 - Closure and Sale of a Portion of 8th Avenue West Right of Way

**DATE:** April 11, 2024

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

---

## **RECOMMENDATION:**

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

## **TOPIC & PURPOSE:**

The purpose of this report is to approve Bylaw No. 11 of 2024 for the closure of a portion of 8<sup>th</sup> Avenue West right-of-way located east of 10<sup>th</sup> Avenue West and north of 36<sup>th</sup> Street West, as depicted on the attached Location Map.

## **BACKGROUND:**

The Department of Planning and Development Services is in receipt of a request to close, purchase and consolidate a portion of the 8<sup>th</sup> Avenue West right-of-way with the development site located immediately to the east. The intention is to accommodate the development of a 35 unit Dwelling Group, comprised of several fourplexes.

Bylaw No. 20 of 2023, approved on November 6<sup>th</sup>, 2023, rezoned the land from FUD – Future Urban Development to R4 – High Density Residential, facilitating this proposed development.

## **PROPOSED APPROACH AND RATIONALE:**

The developer proposes the construction of thirty-five (35) new dwelling units and requires a portion of the right-of-way to accommodate the site design.

While it is typical for the City to price the sale of right-of-way at \$1/square foot, the recommended sale price is \$1 because the developer intends to construct the 35 unit, fourplex dwelling group in 2024, which will generate considerable, more immediate, tax revenue. The sale will be processed after the closure and will be subject to public notice.

Administration has reviewed the information submitted and recommends that the closure and consolidation be approved.

### **CONSULTATIONS:**

Administration consulted with the following parties throughout this process in order to ensure this request moves ahead in a timely manner, and to ensure that any necessary easement agreements or other required documentation is identified and completed:

- The owner of Parcel J, Plan 72PA00606 Ext 4;
- The Department of Public Works, Community Services, Assessment, and Fire;
- The Ministry of Highways and Infrastructure; and
- SaskPower, SaskEnergy, and SaskTel.

No concerns were raised by any of these parties during the consultation process.

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

Administration will continue to be in contact with the applicant, the Ministry of Highways and Infrastructure and the utility companies in order to ensure that the requirements for the road closure and subsequent consolidation have been met.

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

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

### **STRATEGIC PLAN:**

A strategic priority that is being used to guide this right of way closure and sale, as outlined in the City of Prince Albert Strategic Plan, 2023-2025, is Building a Robust Economy; as the specific area of focus, "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:**

In accordance with Section 6.4.2 of the Official Community Plan, developments shall provide:

"... a range of housing types throughout the neighbourhood to foster a more varied social composition."

The closure and sale of this portion of right-of-way will facilitate the development of thirty five (35) dwelling units, which aligns with this policy statement.

**PUBLIC NOTICE:**

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

- Public Notice in the Prince Albert Daily Herald on Thursday, April 11, 2024.

Public Notice is required for the sale of the subject portion of 8<sup>th</sup> Avenue West right-of-way. The sale will be processed after the closure and will be subject to this Public Notice.

**ATTACHMENTS:**

1. Bylaw No. 11 of 2024 – 8th Avenue West Right of Way Closure
2. Location Map
3. Site Plan
4. Public Notice – 8th Avenue West Right of Way Closure – Daily Herald

Written by: Tanner Cantin, Development Coordinator

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

# CITY OF PRINCE ALBERT BYLAW NO. 11 OF 2024

*A Bylaw of The City of Prince Albert for the closing of a  
portion of a right-of-way*

**WHEREAS** Pursuant to Section 13 and 102 of *The Cities Act*, the Council of The City of Prince Albert in the province of Saskatchewan hereby enacts as follows;

**AND WHEREAS** the Ministry of Highways and Infrastructure for the Province of Saskatchewan has consented to the closure on the 5<sup>th</sup> day of February, 2024;

**AND WHEREAS** SaskTel for the Province of Saskatchewan has consented to the closure on the 5<sup>th</sup> day of February, 2024;

**AND WHEREAS** SaskPower for the Province of Saskatchewan has consented to the closure on the 6<sup>th</sup> day of March, 2024;

**AND WHEREAS** SaskEnergy for the Province of Saskatchewan has consented to the closure on the 20<sup>th</sup> day of February, 2024;

**AND WHEREAS** Notice of Intention to pass this Bylaw has been given in accordance with **Bylaw No. 24 of 2015**, being a Bylaw of the City of Prince Albert to establish a Public Notice Policy, by publishing the same in the Prince Albert Daily Herald, a newspaper published in the City of Prince Albert on the 11<sup>th</sup> day of April, 2024;

1. That the portion of the right-of-way, legally described as St/L 15, Plan G6163 Ext 0, shown on Schedule "A" of this Bylaw be closed; and,
2. That this Bylaw shall come into force and effect on, from and after the final passing thereof.

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

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

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

\_\_\_\_\_  
MAYOR

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

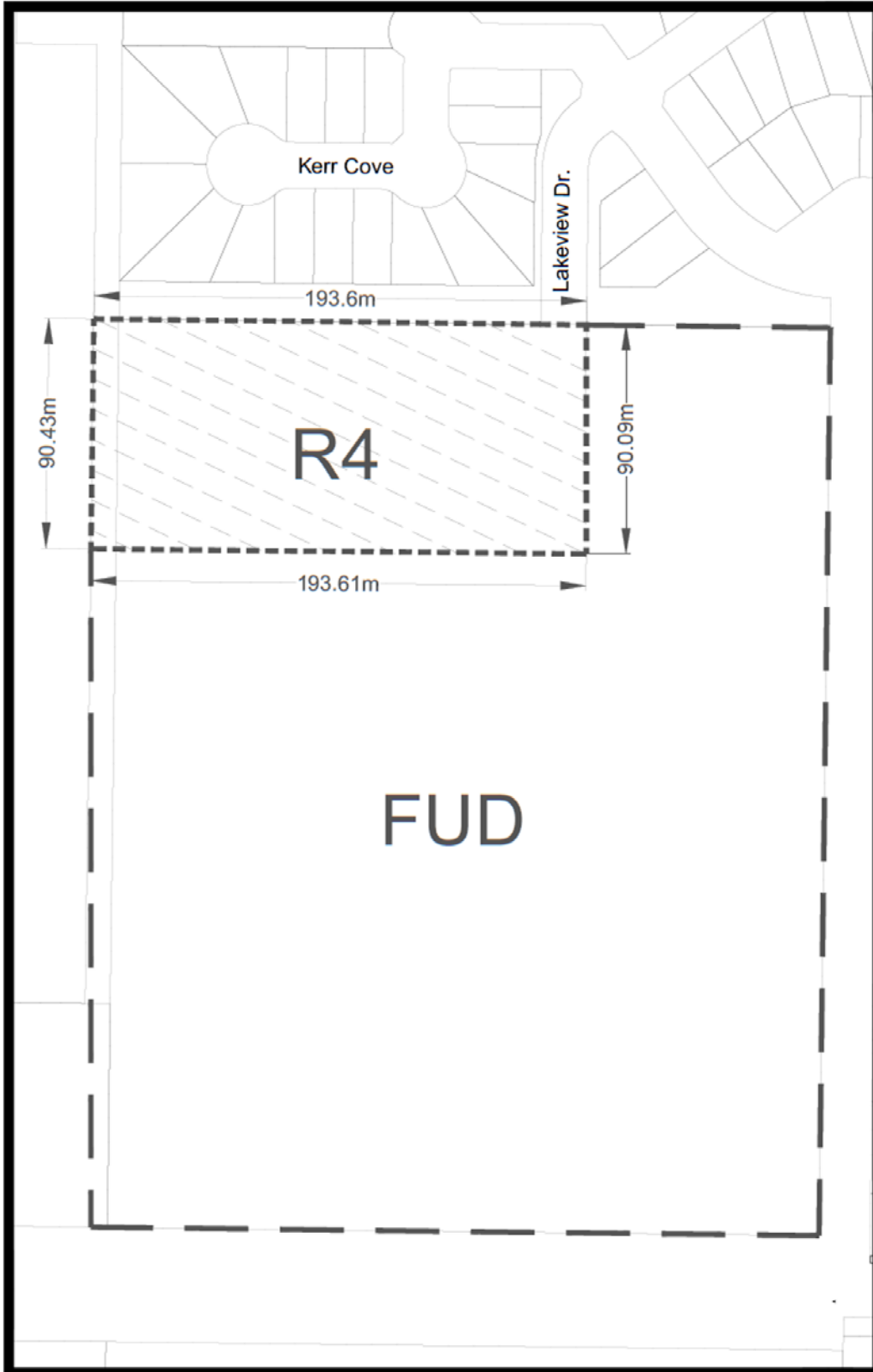
Schedule "A"





8th Avenue Right of Way - Location Map

**“Site Plan”**



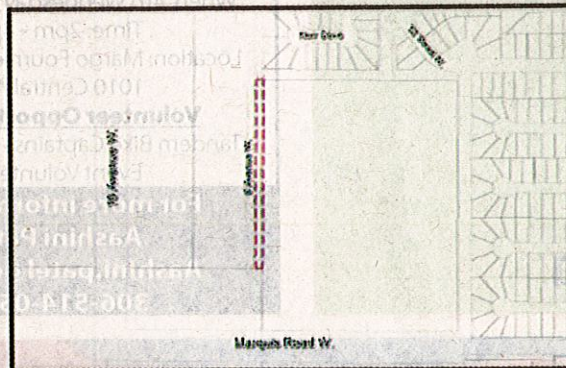


## CITY OF PRINCE ALBERT PUBLIC NOTICE

### RIGHT OF WAY CLOSURE – BYLAW NO. 11 OF 2024

Public Notice is hereby given that the Council of the City of Prince Albert intends to consider Bylaw No. 11 of 2024 to authorize the road closure outlined below.

**Reason for the Closure:** The portion of right-of-way shown on the map below is proposed to be closed, subdivided and sold to these abutting property to the east for future development. All required external agencies and ministries have reviewed and approved the proposed road closure and sale.



Therefore, City Council, at its meeting to be held on Monday, April 22nd, 2024, at 5:00 p.m., will consider all submissions both written and verbal respecting the Public Hearing for the above bylaw. If you would like your written submission reviewed by City Council PRIOR to the meeting, it would be preferable if it were provided by 4:45 p.m. on Tuesday, April 16th, 2024. In accordance with City Council's Procedure Bylaw No. 23 of 2021, any written submissions must be provided to the City Clerk.

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

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

Issued at the City of Prince Albert, this 11th day of April 2024  
Terri Mercier, City Clerk

P.A. Daily Herald  
April 11<sup>th</sup>, 2024





# City of Prince Albert

**RPT 24-103**

**TITLE:** Agreement to Provide Fire Services - Peter Ballantyne Child and Family Services Inc.

**DATE:** April 10, 2024

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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## **RECOMMENDATION:**

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

## **TOPIC & PURPOSE:**

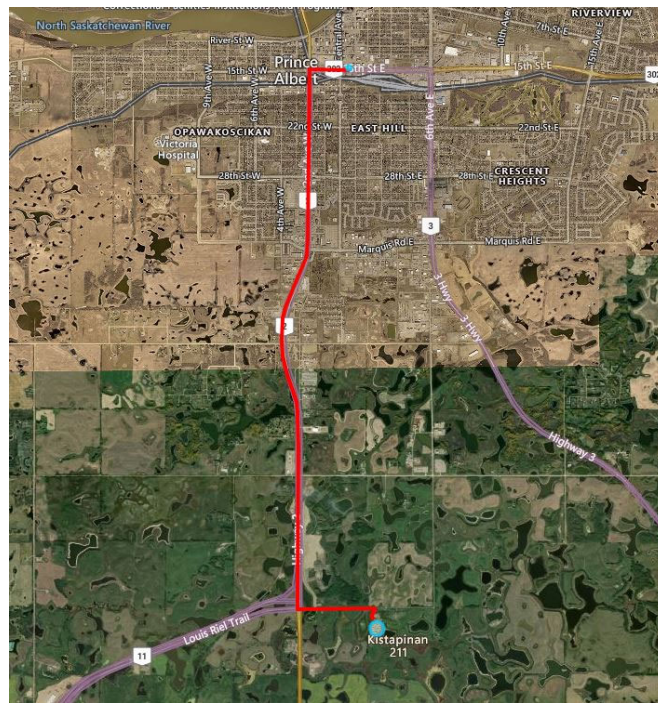
To approve a three year Agreement with the Peter Ballantyne Child and Family Services for the provision of fire suppression and other related emergency services within the existing boundaries of the land located at NE 27-47-26-W2M for a three-year term of January 1, 2023 to December 31, 2025.

## **BACKGROUND:**

City Administration entered into negotiations with representatives of Peter Ballantyne Child and Family Services in June of 2022 for the provision of fire suppression and other related emergency services. A service agreement was drafted by the City Solicitor and approved by the negotiations committee for PBCFS.

## **LOCATION:**

Peter Ballantyne Child and Family Treatment Centre is situated on First Nations land located south of Prince Albert within the R.M. of Prince Albert. The Treatment Centre is 8.5 kilometers from the Prince Albert Fire Station. Under normal driving conditions, travel time from the Fire Station to the Treatment Centre would be approximately 10 – 11 minutes.



Peter Ballantyne Child and Family Services is a non-profit First Nation organization that began operations in 1995. PBCFS provides child and family services and programs to the children and families of the Peter Ballantyne Cree Nation. (PBCN). PBCN has eight reserves spread throughout First Nation's traditional lands that cover a large portion of northeast Saskatchewan. Peter Ballantyne Child and Family Services serves a population of 11,957 members living on reserve. PBTFS prides itself as a First Nation leader in providing accredited child and youth services in Saskatchewan.

The Child and Family Treatment Centre provides 24/7 intensive care for youth and children ages 0-18 who have complex behavioural, mental, physical, and/or medical needs. The service delivery remains grounded in traditional ways of healing to ensure youth and families stay connected to their traditional roots while accessing services. Across eight different

therapeutic homes, the program was implemented to tailor Woodland Cree principles and practices with trauma-informed care. It is intended to provide an environment that is safe, transparent, peer-supported, collaborative, empowering, and responsive to cultural and traditional practices. Furthermore, PBCFS is built around the foundation of positive relationships between the Therapeutic Centre staff and youth/children utilizing the four “Rs”. Realize the impact of trauma and pathways to recovery, Recognize the signs and symptoms of trauma, Respond and integrate knowledge about trauma, and resist re-traumatization.

The Treatment Centre Workers provide care for the youth in care and offer their best to ensure every youth is safe, secure, and feels at home while they attend the facility. The Centre provides structure, daily routine, and a nurturing environment, key components of this program. The facility uses the holistic model which includes the emotional, physical, mental and spiritual well-being.

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

As discussed between City of Prince Albert and Peter Ballantyne Child and Family Services, PBCFS is desirous to enter into a contract with the City for the provision of fire suppression services with respect to fires occurring within the existing boundaries of the land located at NE 27-47-26-W2M. As well, the City is prepared to provide fire-suppression services for PBCFS on the terms and conditions set forth in the attached Agreement.

The Fire Service Agreements for the R.M. of Prince Albert and the Saskatchewan Penitentiary were utilized as the model to negotiate this agreement.

This report attaches a negotiated Agreement to Provide Fire Services. The term shall be for three (3) years commencing on the 1<sup>st</sup> day of January, 2023 and ending on December 31, 2025 subject to the right of termination or renewal as contained in the Agreement.

Peter Ballantyne Child and Family Services shall, if not then in default under this Agreement, have the right and option to apply to renew this Agreement for an additional term, subject to providing the City with written notice of its intention to renew, not less than three (3) months prior to the end of the Term. The parties shall agree to fees and charges applicable during the renewal period.

In addition, PBCFS shall pay the City for fire suppression, fire suppression attendances, and for other service provided fees in the amounts and determined on the basis outlined in Schedule “A” attached to the Agreement.

The services to be provided by the Prince Albert Fire Department to PBCFS shall, subject to the general provisions included in Section 2, the other provisions of this Agreement, and the City’s available resources as determined in the absolute discretion of the City include:

- i. Fire fighting services where property is threatened;
- ii. Dangerous goods services;
- iii. Extrication or Rescue services;
- iv. Smoke alarm services; and
- v. Carbon monoxide alarm services.

PBCFS will pay a fee for response to a 9-1-1 Emergency Communications Centre call for a Wellness Check. A Wellness Check includes smoke and carbon monoxide alarms.

The Prince Albert Fire Department will not respond to fire alarm systems, unless the fire can be authenticated by a witness that is able to provide the location of the reported emergency to the 9-1-1 Emergency Communications Centre. Under those circumstances a false alarm will result in a fee for service as per Schedule "A" of the attached Agreement.

### **CONSULTATIONS:**

The City Solicitor has reviewed the attached Agreement to Provide Fire Services.

Peter Ballantyne Child and Family Services Inc. has also provided their approval to proceed with the attached negotiated Agreement to Provide Fire Services.

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

Once approved by City Council, the Agreement to Provide Fire Services will be executed and notification made accordingly.

### **POLICY IMPLICATIONS:**

The attached new Agreement will be for a three-year term effective January 1, 2023 to December 31, 2025.

### **FINANCIAL IMPLICATIONS:**

The PBCFS shall pay a retainer fee, which sums include their contribution to equipment capital replacement costs, as follows:

- (a) January 1, 2023 - Twenty Seven Thousand, Seven Hundred Thirty One Dollars, and Ninety Three Cents (27,731.93).**
- (b) January 1, 2024 – Twenty Eight Thousand, Five Hundred Sixty Three Dollars, and Eighty Eight Cents (28,563.88).**
- (c) January 1, 2025 – Twenty Nine Thousand, Four Hundred Twenty Dollars, and Eighty Cents (29,420.80).**

In addition, PBCFS shall pay the City for fire suppression attendance, and for other services provided fees in the amounts and determined on the basis outlined in Schedule A in the Agreement. Fire and other Emergency Response charges, as follows:

- (a) January 1, 2023 - Two Thousand, Six Hundred Seventy Seven Dollars, and Eighteen Cents (2,677.18) per hour.**
- (b) January 1, 2024 – Two Thousand, Seven Hundred Fifty Seven Dollars, and Fifty Cents (2,757.50) per hour.**
- (c) January 1, 2025 – Two Thousand, Eight Hundred Forty Dollars, and Twenty Two Cents (2,840.22) per hour.**

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no privacy implications, options to recommendation or official community plan implications.

**STRATEGIC PLAN:**

The Agreement meets the Strategic Priority of Building a Robust Economy through strengthening relationships with surrounding Rural Municipalities and First Nations.

**PUBLIC NOTICE:**

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

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

1. Agreement to Provide Fire Services

Written by: Kris Olsen, Fire Chief

Approved by: Sherry Person, City Manager

## **AGREEMENT TO PROVIDE FIRE SERVICES**

THIS AGREEMENT made effective this 1<sup>st</sup> day of January, A.D., 2023.

BETWEEN:

**THE CITY OF PRINCE ALBERT**, a municipal corporation in the Province of Saskatchewan, (hereinafter called "the City").

- and -

**PETER BALLANTYNE CHILD AND FAMILY SERVICES INC.**  
*operating as*

**Peter Ballantyne Child and Family Therapeutic Centre,**  
located at **NE 27-47-26-W2M** in the Province of Saskatchewan,  
(hereinafter called "PBCFTC").

WHEREAS the City has established a Fire Department within the City of Prince Albert;

AND WHEREAS PBCFTC is desirous to contract with the City for the provision of Fire Services with respect to fires occurring within the existing boundaries of the land description **NE 27-47-26-W2M** (hereinafter referred to as "the Land");

AND WHEREAS the City is prepared to continue to provide fire-suppression services for PBCFTC on the terms and conditions set forth in this Agreement;

AND WHEREAS under the provisions of *The Cities Act*, the City may enter into an agreement with any other authority, organization or agency for the furnishing of firefighting, fire prevention and emergency services to that other authority, organization or agency, upon such terms that may be agreed upon, including the setting of payment of charges;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT in consideration of the mutual terms, covenants and agreements herein contained, the City and PBCFTC agree as follows:

## SECTION 1: DEFINITIONS

1.1 In this Agreement, the following terms shall have the definitions set forward below:

- (a) "Alarm" means any call routed to the Prince Albert Fire Department with a request for Fire Services.
- (b) "Defensive suppression" means a fire attack from the exterior of a structure focused on the protection of exposures, the confinement of the fire to the fire building and subsequently extinguishing the fire.
- (c) "Emergency" means any situation to which the Prince Albert Fire Department would respond to provide fire, rescue and dangerous goods services to PBCFTC.
- (d) "Existing agreements" means the contracts as renewed from time to time.
- (e) "Fire Chief means the person appointed as Fire Chief for The City of Prince Albert or anyone acting or authorized by the City Manager or the Fire Chief or his designate in charge at the time of a request for fire-suppression services pursuant to this Agreement.
- (f) "Fire Department" means the equipment, vehicles, and fire fighting personnel of the Prince Albert Fire Department normally used in responding to emergency incidents.
- (g) "Fire Prevention Services" means fire prevention methods used by the Prince Albert Fire Department to focus on inspections; which include code enforcement, public fire safety education and fire investigations.
- (h) "Fire Services" means Firefighters and equipment ready to respond in order to perform fire suppression, rescue, dangerous goods services, smoke alarm services, or carbon monoxide alarm services.
- (i) "Fire Investigation Services" means the investigation of the cause, origin and circumstances of a fire within the response area.

(j) "Jurisdiction of the City" means the area within corporate boundaries of City of Prince Albert.

(k) "Provincial Highway" as recognized in The Highways and Transportation Act, 1997.

## SECTION 2: PROVISION OF SERVICES

2.1 The parties agree that the term shall be for three (3) years commencing on the 1<sup>st</sup> day of January, 2023 and fully completed and ended on December 31, 2025 subject to the right of termination or renewal as hereinafter provided.

2.2 PBCFTC shall, if not then in default under this Agreement, have the right to apply to renew this Agreement for an additional term of no more than three (3) years, subject to providing the City with written notice of its intention to renew, not less than three (3) months prior to the end of the Term, and provided that the parties can agree in writing on the fees and charges to be applicable during the renewal term.

2.3 The City covenants and agrees to provide PBCFTC with Fire Services with respect to fire occurring on the Land on the following terms and conditions:

(a) The services to be provided by the Prince Albert Fire Department to PBCFTC shall, subject to the general provisions included in this Article 2, the other provisions of this Agreement, and the City's available resources as determined in the absolute discretion of the City, include:

- i. Fire suppression and fire fighting services where property is threatened;
- ii. Dangerous goods services; and
- iii. Extrication or Rescue services;
- iv. Smoke alarm services; and
- v. Carbon monoxide alarm services.

(b) The Prince Albert Fire Department will not respond to a fire alarm systems, unless the fire can be authenticated by a witness, or an alarm service provider that is able to provide the location of the reported emergency to the 9-1-1 Emergency



Communications Centre. All requests for smoke alarm and carbon monoxide alarm services shall be received and dispatched through the 9-1-1 Emergency Communications Centre. A Wellness Check per (b) (iii) below will be completed as part of the said smoke alarm and carbon monoxide alarm services. Without limiting the generality of Section 4.4 of this agreement, all Wellness Checks shall include a dispatch ticket and detailed report, which shall be provided to PBCFTC.

- i. PBCFTC shall pay fees for all carbon monoxide alarm services as per Schedule “A” of this agreement, regardless of whether the carbon monoxide alarm was false or a valid carbon monoxide emergency is discovered.
- ii. PBCFTC shall pay fees for all false smoke alarms as per Schedule “A” of this agreement. The fee for smoke alarm services shall be waived in the event that a fire is discovered.
- iii. Upon all carbon monoxide and smoke alarm service calls, the Prince Albert Fire Department members attending the identified premises are authorized to use reasonable effort to rule out or determine whether there are persons at risk in the premises and if deemed necessary to use forcible entry into the premises to do so (“Wellness Check”). Wellness Checks will ordinarily be responded to by 2 firefighters and a utility truck.

2.4 Subject to Section 3.1, PBCFTC acknowledges that should the Fire Chief or his designate agree to or otherwise be required to undertake inspections and/or investigations to enforce The Fire Prevention Act, , such services shall be performed and remunerated on a fee for service basis as per Schedule "A".

2.5 PBCFTC acknowledges that the City's response of equipment, vehicles, and personnel of the Prince Albert Fire Department, pursuant to this Agreement is subject to the primary obligation of the City to ensure that fire and rescue services are provided within the jurisdiction of The City of Prince Albert.

2.6 BCFTC acknowledges that the City's response capability is limited to "defensive suppression" capabilities, which will not permit an interior attack of a structure.

- 2.7 PBCFTC agrees that the Fire Chief or his designate may reasonably exercise his sole discretion to determine the nature of the response of equipment, vehicles, and personnel, if any, as a result of a request for Fire Services provided pursuant to this Agreement. The Fire Chief or his designate may limit the response of the Fire Department to a request for services pursuant to this Agreement when, and to the extent that, in his judgement, circumstances and his responsibilities require him to do so.
- 2.8 Without limiting the generality of Section 2.7, the response of equipment, vehicles, and personnel of the Fire Department pursuant to this Agreement shall consist of such fire fighting equipment, vehicles, and fire fighting personnel as the Fire Chief or his designate may, in his sole discretion, determine advisable in order that the aforementioned primary obligations of the Fire Department to provide fire-suppression services within the jurisdiction of the City.
- 2.9 Without limiting the generality of Section 2.7, in the event that the equipment, vehicles, and personnel of the Fire Department are engaged in the fighting of a fire or other emergency within the jurisdiction of the City or pursuant to an existing contract or the handling of an imminent threat of fire or other emergency within the jurisdiction of the City or pursuant to an existing contract and a request for Fire Services pursuant to this Agreement is received, the Fire Chief or his designate in his sole discretion, may dispatch such equipment, vehicles, and fire fighting personnel of the Fire Department as he, in his sole discretion, deems necessary and only to the extent available, and when required the Fire Department shall activate mutual aid services.
- 2.10 It shall be within the sole discretion of the Fire Chief or his designate to withdraw all or such of the fire fighting equipment, vehicles, and fire fighting personnel which may have been dispatched to provide Fire Services pursuant to this Agreement as he deems appropriate in the event of fire or threat of fire within the jurisdiction of the City or at facilities covered by an existing contract.
- 2.11 Without limiting the generality of Section 2.7, the Prince Albert Fire Department may consider, in determining whether a response will be made or what level of response will be provided, in the following factors:
- (a) Emergencies within the City of Prince Albert,

- (b) Weather conditions, road condition or other hazards which may jeopardize the safety of personnel or place equipment at risk,
- (c) The availability of manpower and the state of readiness of equipment in the City of Prince Albert,
- (d) The suitability of road access to the emergency site, and the nature and location of the reported emergency.

2.12 All Fire Services provided by the Prince Albert Fire Department and the response of equipment, vehicles and personnel pursuant to this Agreement shall at all times be under and subject to the exclusive control, direction and general supervision of the Fire Chief or his designate.

### SECTION 3: FIRE INVESTIGATION / PREPLAN/ INSPECTION SERVICES

- 3.1 It is acknowledged that responsibility for investigated causation and origin of fires lies with the RCMP and/or the Saskatchewan Public Safety Agency. The Prince Albert Fire Department will therefore not investigate the cause, origin and circumstances of a fire at PBCFTC unless such services are expressly arranged and agreed to be provided in writing by separate request. The Prince Albert Fire Department will, where it has attended a fire at PBCFTC provide appropriate notification of the fire to the RCMP and/or to the Saskatchewan Public Safety Agency or its authorized agent for such purposes.
- 3.2 On request of PBCFTC and acceptance by the Prince Albert Fire Department, a preplan will be supplied to the department on buildings that the Fire Chief or his designate deem as a necessity for fire suppression purposes.
- (a) When so requested and accepted by PBCFTC to conduct a preplan, a fee for service to complete a preplan of a building is identified in Schedule "A" of this agreement.
  - (b) The Fire Department will provide a preplan form to PBCFTC to be completed by PBCFTC. When requested by the Fire Department, a preplan must be completed within sixty (60) days of the request to PBCFTC.

- (c) Failure to meet a preplan completion date as identified in Section 3.2 (b) will result in the Prince Albert Fire Department conducting a preplan of the building and the invoice being sent to and paid by PBCFTC. as per Schedule "A" of this agreement.

#### SECTION 4: FURTHER CONDITIONS OF SERVICE

- 4.1 Subject to the availability of fire fighting equipment vehicles, fire fighting personnel and the discretion and provisos referred to generally Article 2 and elsewhere in this Agreement, the City shall respond to requests for Fire Services pursuant to this Agreement at any time of day or night, or day of the week.
- 4.2 Subject to Sections 2.7 to 2.12 inclusive in this Agreement, fire-suppression services will ordinarily include a manned pumper tanker (two fire fighters) and a utility vehicle (one fire fighter).
- 4.3 All requests for fire-suppression services provided pursuant to this Agreement shall be made to the 9-1-1 Emergency Communication Centre. Neither the City nor its officials, employees, servants, agents or the Fire Department shall be under any obligation to answer calls made to any other telephone number.
- 4.4 Where Fire Services are provided under this Agreement, the Prince Albert Fire Department shall provide PBCFTC with reports and other information as may be required by PBCFTC within 30 days of the call. The reports shall include the incident date, emergency type, number of fire department personnel, vehicles on scene, land location, narrative summary and hours mitigating the incident.
- 4.5 PBCFTC shall provide the Prince Albert Fire Department information it may have available with regard to hazardous materials, fire hazards, non-compliant properties and any such information that may affect the nature of an emergency response and life safety of firefighters of the Prince Albert Fire Department.

#### SECTION 5: PAYMENT

- 5.1 PBCFTC shall pay an annual retainer fee, which sums include PBCFTC contribution to equipment capital replacement costs, as follows:
- (a) Twenty Seven Thousand, Seven Hundred Thirty One Dollars, and Ninety Three Cents (\$27,731.93) payable January 1<sup>st</sup>, 2023;
  - (b) Twenty Eight Thousand, Five Hundred Sixty Three Dollars, and Eighty Eight Cents (\$28,563.88) payable January 1, 2024; and
  - (c) Twenty Nine Thousand, Four Hundred Twenty Dollars, and Eighty Cents (\$29,420.80) payable January 1, 2025.
- 5.2 In addition, PBCFTC shall pay the City for fire suppression, fire suppression attendances, and for other services provided fees in the amounts and determined on the basis outlined in Schedule A.
- 5.3 PBCFTC acknowledges that all payments to be made pursuant to this Agreement are exclusive of Goods and Services Taxes and any other federal and provincial taxes that the City is or may become liable to remit in respect of the payment for the fire-suppression services. PBCFTC agrees to remit the value of such taxes to the City together with each payment at the time that such payment falls due.
- 5.4 Where the City incurs charges or costs on behalf of PBCFTC with Saskatchewan Public Safety Agency or other related charges in connection with fire-suppression services, hazardous materials on the Land, or other services, PBCFTC will on demand provide the City with full reimbursement and indemnification with respect to these charges.
- 5.5 PBCFTC acknowledges and agrees that the sums payable by it pursuant to this Agreement are payable regardless of whether or not actual fire-suppression, rescue or dangerous goods services are required to be rendered during the response.
- 5.6 Following the provision of services PBCFTC agrees to make payment of the sums due pursuant to this Agreement within sixty (60) days when invoiced for services rendered by the Prince Albert

Fire Department.

- 5.7 Interest shall be payable and compounded with, and added to the principal sum owing on overdue payments of any monies payable by PBCFTC pursuant to the terms of this Agreement, and shall thereafter constitute a part of the sum hereunder and shall accrue interest at a compounded interest rate of 1.5 percent per month, being the equivalent of 19.56 percent per annum, from a date sixty (60) days after the date of invoice, or in the event of rent, from the date same is due and owing, and continuing until payment is made.
- 5.8 It is understood and agreed that an additional charge for consumables, repairs or replacement of firefighter's personnel protective equipment if damaged during the incident shall be submitted to the PBCFTC within thirty (30) days of the call.
- 5.9 The City acknowledges and respects that PBCFTC employs and observes cultural and ceremonial burning rituals important to their mission and operation. In circumstances that in the Fire Chief's professional assessment it is determined that there is heightened and dangerous risk of fire hazard that would be created on the Land by burning, the Fire Chief may give notice to PBCFTC that he declares a "Fire Caution". In the event that burning on the Lands during a declared Fire Caution leads to the need for attendance and response by the City, there shall be an additional charge paid by PBCFTC as set in the attached Schedule "A".

#### SECTION 6: INDEMNIFICATION

- 6.1 PBCFTC agrees to indemnify and save harmless the City, its officials, employees, servants or agents from and against all claims, demands, actions, causes of action, damages whatsoever arising and costs including solicitor/client and party-and-party costs which may be brought by any person, firm or corporation including PBCFTC for any matter, injury, death or loss whatsoever suffered or alleged to be suffered in any manner arising from matters referred to in this Agreement, and whether occasioned by reason of negligence of the City or any of its officials, employees, servants or agents, or otherwise and in particular, and not to limit the generality of the foregoing, by reason of injury to or death of any person or damage to property arising from the Fire Department equipment and personnel travelling to and suppressing the fire or threat of fire,

and/or performing Fire Services, from the time that any such dispatched equipment or personnel leaves the Fire Station until it returns to the City limits. Notwithstanding anything hereinbefore contained, this sub clause shall have no application to and shall have excluded from it claims against the City for injury, death or loss occasioned by the gross negligence or intentional acts of the City or any of its officials, employees, servants or agents.

6.2 If, in the exercise of any of the discretions herein before given to the Fire Chief, the response to a request for Fire Services pursuant to this Agreement is limited so that none or only a part of the fire fighting equipment or personnel of the City is dispatched, the City shall not be responsible or liable for any damage which may be sustained by PBCFTC or any third party as a result of the City exercising such discretion. For greater clarification, and not to limit the generality of any other term of this Agreement, PBCFTC shall indemnify and save harmless the City, its officials, employees, servants and agents against all claims, demands, actions, causes of action, damages whatsoever arising and costs including solicitor, client and party-in-party costs which may be brought by any person, firm or corporation including PBCFTC.

- (a) In respect of the City's failure to provide Fire Services pursuant to this Agreement in circumstances where, due to weather conditions, road travel is dangerous or hazardous;
- (b) In respect of the response provided by the City, the City's failure to prevent or suppress a fire, or for failure to minimize damages by reason of a fire in connection with Fire Services provided pursuant to this Agreement, except such claims as are occasioned by the gross negligence or intentional acts of the City or any of its officials, employees, servants or agents; and
- (c) In respect of the City's failure to provide Fire Services or the level of the response during such times when the City's fire fighting equipment, vehicles and fire fighting personnel are otherwise engaged in fire-suppression services, whether combating a fire or threat of fire or otherwise, within the jurisdiction of the City or pursuant to an existing contract.

6.3 In the event that a claim is made as contemplated in Section 6.1 or Section 6.2 hereof, the City

shall as soon as practicable notify PBCFTC of the claim and shall thereafter cooperate with the PBCFTC, except in a pecuniary way, in the investigation, settlement and/or defence of the claim, it being understood that the manner in which the claim is handled shall be in the sole discretion of PBCFTC Upon receipt by PBCFTC of any such notification, PBCFTC shall:

- (a) Serve the City by such investigation of the claim, or by such negotiations with the claimant, or by such settlement of the claim as may be deemed expedient by PBCFTC;
- (b) Defend in the name of and on behalf of the City and at the cost of PBCFTC any civil action which may at any time be brought against the City with respect to the claim; and
- (c) Pay all costs taxed against the City in any civil action defended by PBCFTC and any interest accruing after the entry of judgement. With respect to any claim or civil action defended by PBCFTC, PBCFTC shall pay:
  - i. All expenses that it incurs; and
  - ii. All reasonable expenses incurred by the City at the request of PBCFTC in assisting PBCFTC in the investigation, settlement and/or defence of the claim or civil action.

6.4 In the event PBCFTC makes any payment pursuant to Section 6.3, it is agreed that PBCFTC shall be subrogated to the City's right of recovery therefore against any person or organization. The City shall do whatever is reasonably necessary to secure such rights.

## SECTION 7: GENERAL AND MISCELLANEOUS PROVISIONS

7.1 This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations and agreements. All understandings and agreements heretofore had between the parties are merged into this Agreement which alone fully and completely expresses their legal relationship in respect of the subject matter hereof.

7.2 Except for where specifically provided in this agreement, the parties hereto agree that neither



of their officials, employees, servants or agents have authority to act as agent of the other party and shall ensure that no such person holds himself or itself out as such.

7.3 Each of the provisions hereof is severable from any other provision and the invalidity or the unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions.

7.4 If a firefighter is injured while performing Fire Services and the injuries result in time loss for the City of Prince Albert, PBCFTC will remunerate the City of Prince Albert for the total time loss. These costs will be calculated based upon the firefighter's salary and benefits which are not covered by Workers' Compensation Benefits and other benefit plans.

7.5 Any notice, request or demand herein provided for shall be sufficiently given or made if personally delivered to, or 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  
The City of Prince Albert  
City Hall  
1084 Central Avenue  
Prince Albert, SK S6V 7P3

and if to the PBCFTC at:

Administrator  
Peter Ballantyne Child and Family Services Inc.  
P.O. Box 158  
Prince Albert, SK S6V 5R5

7.6 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.

- 7.7 This Agreement represents the entire understanding and agreement between the parties hereto and supersedes all prior negotiations and agreements between the parties. In the event of any conflict between the language of this Agreement and the language of any other existing Agreement between the parties, the language of this Agreement shall prevail. No modification, variation, waiver, amendment or termination by mutual consent of this Agreement shall be effective unless such action is taken in writing and executed by both parties hereto.
- 7.8 No departure or waiver of the terms of this Agreement shall be deemed to authorize any prior or subsequent departure of waiver and the City shall not be obligated to continue any departure or waiver or permit subsequent departure or waiver.
- 7.9 Neither this Agreement nor any part thereof is assignable by either party.
- 7.10 It is expressly understood and agreed that reference to individuals in this Agreement shall include corporations, executors, administrators, successors, and permitted assigns, and references in the singular number shall include the plural number, and references in the masculine gender shall include the feminine gender or the neuter gender, whenever the context so requires.
- 7.11 PBCFTC shall be entitled to name the Fire Chief or his alternate hereunder as the Fire Chief of PBCFTC for purposes of complying with legislation or insurance, provided:
- (a) It is agreed that if the Fire Chief is placed under any obligation by order of the Fire Commissioner or otherwise under lawful authority with respect to the Land, then PBCFTC. will indemnify the City from all costs for meeting these obligations or orders; and
  - (b) In the event the Fire Chief determines in his sole discretion, that the City does not have the resources to comply with any such obligations or orders, PBCFTC will promptly ensure compliance with same.

## SECTION 8: TERMINATION

- 8.1 This Agreement may be terminated by written agreement by the parties.

8.2 It is understood and agreed that the effective date of this agreement shall be January 1, 2023 irrespective of the date(s) of execution.

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

**CITY OF PRINCE ALBERT**

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

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

**IN WITNESS WHEREOF** The Peter Ballantyne Child and Family Service has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2023.

**PETER BALLANTYNE CHILD AND FAMILY SERVICES INC.**

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

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

**SCHEDULE "A"**

<b>SERVICE</b>	<b>FEE</b>
<b>Accepted PBCFTC Request for Inspection or Investigation per Section 2.4 or 3.1</b>	\$175 per hour (inclusive of mileage)
<b>Accepted Third party requests for Inspection required for a Provincial or Federal grant or license, or for Investigation services per Section 2.4 or 3.1</b>	\$175 per hour (inclusive of mileage)
<b>Preplan Services</b>	
Request for Fire Department to conduct Preplan.	\$275 (inclusive of mileage)
<b>Emergency Response Charges</b>	
Fire and any other Emergency Response:	
January 1, 2023 to December 31, 2023	\$2,677.18 per hour
January 1, 2024 to December 31, 2024	\$2,757.50 per hour
January 1, 2025 to December 31, 2025	\$2,840.22 per hour
False Alarm for Smoke Alarm Services	\$650.00 for first one hour on site, plus \$175 per hour on site thereafter
Carbon Monoxide Alarm Services	\$650.00 for first one hour on site, plus \$175 per hour on site thereafter
Response to burning during Fire Caution	Additional charge of \$650.00 per attendance

CANADA  
PROVINCE OF SASKATCHEWAN  
TO WIT:

**DECLARATION**

I, \_\_\_\_\_, of the \_\_\_\_\_,  
in the Province of Saskatchewan, DO SOLEMNLY DECLARE:

1. That I have been appointed by the Board of Directors as an Officer of \_\_\_\_\_(name of Corporation).
  
2. That, pursuant to the Corporation's Bylaws and/or Board Resolution, I am authorized by the Corporation to execute all contracts, documents or instruments in writing generally required by the corporation, or to sign specific contracts, documents or instruments in writing, and all such contracts, documents or instruments in writing so signed are binding upon the Corporation without any further authorization or formality.
  
3. That I have been specifically authorized to execute the within or annexed document.
  
4. I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

DECLARED BEFORE ME at the \_\_\_\_\_, in the Province  
of Saskatchewan, this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
A COMMISSIONER FOR OATHS  
in and for the Province of Saskatchewan.  
My Commission expires:



# City of Prince Albert

**RPT 24-116**

**TITLE:** Memorandum of Agreement to Conclude Collective Bargaining - CUPE 160

**DATE:** April 16, 2024

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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## **RECOMMENDATIONS:**

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

## **TOPIC & PURPOSE:**

The purpose of this report is to outline a recommended Memorandum of Agreement for concluding collective bargaining negotiations with CUPE Local #160.

## **BACKGROUND:**

The previous Collective Bargaining Agreement (CBA) between the City and CUPE Local #160 expired on December 31, 2021.

Bargaining began in November of 2022. A tentative deal between the bargaining committees for both parties was reached on March 28, 2024 and on April 11, 2024 CUPE Local #160 members voted in favour of the deal.

## **PROPOSED APPROACH AND RATIONALE:**

The term of the Collective Bargaining Agreement will be January 1, 2022 to January 1, 2025.

### Wage Adjustments:

The following wage adjustments would apply during the term of the agreement:

- Effective January 1, 2022, 1%;
- Effective January 1, 2023, 2%;

- Effective January 1, 2024, 3%;
- Effective March 28, 2024, 2%; and
- Effective January 1, 2025, 3%

Sick Bank:

Each eligible employee will now contribute a maximum of 1 sick day of their 15 days per calendar year to the sick bank (prorated for eligible non-permanent employees based on their annual entitlement). This offsets Employer costs to the program.

Other Changes:

The Airport Maintenance Person will now work 8.5 hours per day, 7 days a week, and will have the same pay rates as Equipment Operator V, which will assist with Airport operations.

The Parks/Engineering Worker pay scale was adjusted from \$15.83 to \$19.44 (start wage), which will assist the City with recruitment.

**CONSULTATIONS:**

The Management and Union bargaining committees met and agreed to recommend the attached Memorandum of Agreement to the 160 membership and City Council. CUPE Local #160 membership voted and ratified the MOA at its meeting held on April 11, 2024.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

This report will be posted to the City website.

**POLICY IMPLICATIONS:**

The changes as outlined in the Memorandum of Agreement will be incorporated in the official Collective Bargaining Agreement.

**FINANCIAL IMPLICATIONS:**

The total earnings and benefits for CUPE #160 in 2021 was approximately \$12,993,000. The cumulative impact of monetary adjustments proposed over the four-year agreement is estimated to be \$3,014,643.05.

The entire package with all amendments is within the 11.5% mandate set by City Council.

Wage increases and any applicable retroactive pay will be funded from the approved operating budgets. Wage increases will be payable to all current and former employees of CUPE #160 as of the dates specified and for the entire period of time during which such employee was employed or currently remains employed by the City.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no Privacy, Official Community Plan, Strategic Plan implications or other options.

**PUBLIC NOTICE:**

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

**ATTACHMENTS:**

1. 160 Memorandum of Agreement - signed Apr 9, 2024

Written by: Kiley Bear, Director of Corporate Services

Approved by: Director of Corporate Services & City Manager



# MEMORANDUM OF AGREEMENT

between

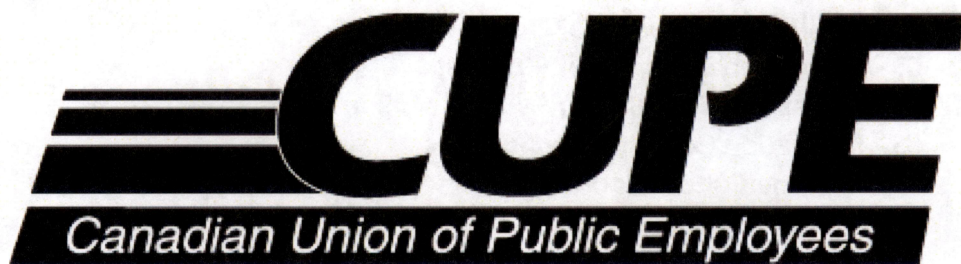
THE CORPORATION OF THE CITY OF PRINCE ALBERT,  
PRINCE ALBERT, SASKATCHEWAN



City of  
**Prince Albert**

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
CUPE LOCAL 160



**March 28, 2024**

## **ARTICLE III – RECOGNITION AND NEGOTIATIONS**

### **3.01 Bargaining Unit**

The City recognizes the Canadian Union of Public Employees and its Local 160 as the sole and exclusive collective bargaining agent for all of its employees save and except the following:

#### **City Manager**

CM - City Manager  
CM - City Clerk  
CM - City Solicitor  
CM - Corporate Legislative Manager  
CM - Corporate Information Manager  
CM - Executive Assistant – City Manager's Office  
CM - Executive Assistant – Mayor's Office  
CM - Records Coordinator  
CM - Confidential Secretary- City Manager's Office  
CM - Confidential Secretary- Mayor's Office

#### **Community Services**

CS - Director of Community Services  
CS - Parks Manager  
CS - Facilities Manager  
CS - Sports and Recreation Manager  
CS - Parks Operations Manager  
CS - General Manager – EARC  
CS - Golf Course Superintendent  
CS - Marketing and Sponsorship Coordinator  
CS - Facilities Maintenance Coordinator  
CS - Recreation Coordinator – Arenas  
CS - Recreation Coordinator – Alfred Jenkins  
CS - Recreation Coordinator- Aquatics  
CS - Arts and Culture Coordinator

#### **Corporate Services**

COR - Director of Corporate Services  
COR - Human Resources Manager  
COR - Innovation and IT Manager  
COR - Human Resources Consultant  
COR - Human Resources Consultant  
COR - Health Safety and Environment Coordinator  
COR - Business Systems Team Lead  
COR - Infrastructure Systems Team Lead

**COR - Business Systems Analyst**  
**COR - Communications Manager**  
**COR - Communications Coordinator**  
**COR - Human Resources Coordinator- Payroll**  
**COR - Human Resources Coordinator (Subject to the outcome of a dispute over this position between the City and CUPE Local 882)**  
**COR - Infrastructure System Analyst**  
**COR - Confidential Secretary – Human Resources**

**Financial Services**

**FS - Director of Financial Services**  
**FS - Senior Accounting Manager**  
**FS - City Assessor**  
**FS - Financial Operations Manager**  
**FS - Finance Manager**  
**FS - Audit Manager**  
**FS - Asset Manager**  
**FS - Finance Controller**  
**FS - Utilities Services Manager**

**Fire Department**

**FD - Fire Chief**  
**FD - Deputy Fire Chief**  
**FD - Battalion Chief**  
**FD - Battalion Chief**  
**FD - Battalion Chief**  
**FD - Battalion Chief**

**Planning and Development Services**

**PD - Director of Planning and Development Services**  
**PD - Chief Building Official**  
**PD - Economic Development Manager**  
**PD - Planning Manager**  
**PD - Bylaw Services Manager**  
**PD - GIS Manager**  
**PD - Tourism Coordinator**

**Police Services**

**PS - Chief**  
**PS - Deputy Chief**  
**PS - Finance & HR Manager**  
**PS - Building and Fleet Coordinator**  
**PS - Executive Assistant to Chief of Police**  
**PS - Police Inspector**

PS - Police Inspector  
PS - Police Inspector  
PS - Information Manager  
PS - Media & Public Relations Lead  
PS - Systems Programmer  
PS - Administration Assistant & Privacy Coordinator  
PS - Network Support  
PS - PC Support  
PS - Court Liaison Officer  
PS - Criminal Analyst

**Public Works**

PW - Director of Public Works  
PW - Capital Projects Manager  
PW - Engineering Services Manager  
PW - Senior Operations Manager  
PW - Senior Utilities Manager  
PW - Fleet and Procurement Manager  
PW - Sanitation Manager  
PW - Surface Works Manager  
PW - Transportation and Traffic Manager  
PW - Utilities Manager  
PW - Waste Water Treatment Plant Manager  
PW - Water Treatment Plant Manager  
PW - Airport Manager  
PW - Roadways Manager  
PW - Water and Sewer Manager  
PW - Purchasing Manager

And those represented by the Prince Albert Police Association, those represented by the International Association of Fire Fighters, Local 510, and those represented by the Canadian Union of Public Employees, Local 882; and hereby agrees to negotiate with the Union or any of its authorized Committees concerning all matters affecting the relationship between the two parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

**3.02 No Other Agreements**

No employee shall be required to make a written or verbal agreement with the Employer or ~~his~~ **their** representatives which may conflict with the terms of this Collective Agreement.

**ARTICLE IV – CHECKOFF AND UNION MEMBERSHIP REQUIREMENTS**

**4.07 Orientation Sessions**

Where the Employer conducts a safety spring orientation session for new hires, the Union will be provided fifteen minutes during such session to make a presentation about membership in the union.

**4.08 Notification of New Hires**

The Union shall be notified of the full name, position and employment status (e.g. full-time, part-time, temporary, seasonal, casual), start date and work location of all employees hired into the Bargaining Unit prior to their first day of employment or as practicable.

**4.09 Contact Information**

The Employer will provide to the Union a list of all the employees in the Bargaining Unit. The list will include each person's name, job title/classification, home mailing address and telephone number.

The employee contact list will be provided annually in an electronic spreadsheet to the Union contact designated by the Local Executive.

**ARTICLE VII – GRIEVANCE PROCEDURE**

**7.04 Policy Grievances**

Where a dispute involving a question of general application or interpretation occurs, ~~or where a group of employees or the Union has a Grievance, Steps #1, #2 and #3 of this Article may be bypassed by the Union~~ such a grievance may commence at Step #4.

**ARTICLE VIII – ARBITRATION**

**8.06 Amending of Time Limits**

The time limits in both the Grievance and Arbitration procedure may be extended by consent of ~~the~~ both parties.

## ARTICLE IX – DISCHARGE, SUSPENSION AND DISCIPLINE

### 9.03 Employee's Record

The record of an employee shall not be used against ~~him~~ **the employee** at any time after twenty-four (24) months following a disciplinary action, including any Letters of Reprimand or adverse reports.

## ARTICLE X – SENIORITY

### 10.02 Seniority List (Permanent Employees)

The City shall maintain a Seniority List covering all Permanent employees showing the date upon which employees commenced employment provided there has not been a break in service as defined in Article 10.04. The up to date Seniority List shall be sent to the Union and posted on all ~~Bulletin Boards~~ **bulletin boards** in ~~January~~ **March** and September of each year.

The effective date shown on the Seniority List is the date of permanent employment extended to include City Casual accumulated hours of seniority immediately preceding the date of permanent employment unless there has been an unpaid absence from work of thirty (30) days or more in which case the permanent employment date will be established as the first day back to work immediately following the last 30 day unpaid absence from work. The permanent seniority date will not be "affixed" until the employee has passed the proving period in that position. During the proving period, the employee will continue to accumulate casual seniority hours and will be considered a casual employee for the purposes of promotions and staff changes.

The effective date shown on the Seniority List shall apply only for appointment to vacancies and to layoff.

### 10.03 Seniority List (Casual & Part-Time Employees)

The City shall maintain a Seniority List covering all Casual and Part-Time employees who have accumulated 800 hours but will remain on probation for **six (6)** months as per Article 11.05. After completion of the 800 hours, seniority rights shall be granted and seniority shall be the number of accumulated hours worked from the date of initial employment, provided there has not been a break in service of twelve (12) consecutive months due to ~~lay-offs~~ **layoffs** or as defined in Article 10.04.

The Seniority List for Casual and Part-Time employees shall apply for layoff and recall purposes and application for posted positions under the terms provided in this Agreement **and shall be posted on bulletin boards in March and September of each year.**

Those employees classified as part-time would serve a probationary period of **forty (40)** weeks from initial date of hire or one thousand forty **(1,040)** hours whichever is less.

## **ARTICLE XI – PROMOTIONS AND STAFF CHANGES**

### **11.04 Role of Seniority In Promotions and Transfers**

New positions or vacancies shall be filled on the basis of length of service, qualifications, experience and ability being sufficient to perform the duties required for the position to be filled. If the vacancy is not filled from those employees applying for the position, a review of the job requirements will be made and all applicants will be reconsidered and new applicants accepted. The name of the successful applicant shall receive a written offer of award to the posting within ten (10) calendar days following the closing date shown on the vacancy posting. The Union shall receive a copy of such offer.

The City endorses the principle of promotion within the service. Therefore, when a vacancy occurs, or is created, the position shall be open for bid to employees and where interviews are conducted, the Union shall be so advised and may have a representative present as an observer during the interview. Should anyone other than an applicant with greater seniority be recommended for the position by the Department Head, that recommendation shall first be discussed with the Union Representative prior to making the recommendation for the appointment to the City Manager.

The successful employee shall provide written acceptance of the offer within three (3) calendar days and will be placed into the new position at the appropriate rate of pay within twenty (20) calendar days of written acceptance of the offer.

In filling any new positions or vacancies, the City will consider applications first from permanent employees and then from casual and part-time employees before advertising or considering applications from persons outside the bargaining unit.

### **11.05 Probation Period – Newly Hired & Newly Appointed Employees**

1. A person newly hired shall be on probation for a period of six (6) months from the date of hiring. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement – except however that the termination of such an employee shall be deemed for just cause and shall not be the subject of a grievance. After completion of the probation period, seniority will be effective from the original date of employment.

During the probation period, if the employee misses work for a period of two **(2)** weeks or more, the Employer has the right to extend the probationary period by the amount of time missed. The employee and the Union will be notified of this

in writing.

2. Any current employee newly appointed to a permanent or Bid Casual position shall have a proving period of two (2) months and shall be entitled to all rights and benefits of this Agreement. If the employee does not qualify for the position during the proving period, the employee shall revert to ~~his~~ **their** former position or status without loss of seniority, provided that if before the expiry of the two (2) month proving period, it appears to the City that the employee is incapable of qualifying for the position within the proving period, the employee may be required to revert to ~~his~~ **their** former position or status before expiration of the proving period without prejudice and without loss of seniority. An employee may voluntarily revert to ~~his~~ **their** former position or status within one (1) ~~months~~ **month** of commencement in the position without loss of seniority. When an employee requests voluntary reversion in writing, ~~he~~ **they** will return to ~~his~~ **their** former position or status within **thirty (30)** calendar days of the receipt of the written request. This time period can be extended by mutual agreement.

If any employee voluntarily reverts or fails the proving period, ~~he~~ **they** shall not apply to that classification for a period of one **(1)** year from the reversion date. In the event that an employee voluntarily reverts within the first two **(2)** weeks of ~~his~~ **their** appointment to the position, the Employer shall offer the position to the senior qualified candidate from that most recent posting.

If an employee is appointed to a permanent position with a dual function (i.e.: Community Service Worker), the proving period shall be two (2) months of which at least one (1) ~~months~~ **month** must be served in the Arena Attendant position.

For employees appointed to Bid Casual positions, the proving period shall be defined as two (2) months, to equal three hundred twenty (320) actual working hours, or **four (4)** months, whichever is the less, and the reversion period shall be defined as one (1) month, to equal one hundred sixty (160) actual working hours.

3. **If an employee has bid a subsequent position prior to completion of the two (2) month proving period, the employee shall choose one of the following options within three (3) days of being offered the position. If no option is chosen, the employer will default to option a.**
  - a) **The employee will complete the current proving period before being placed into the new position. If successful completion of the proving period in their current position occurs, the employee will be placed into the new position within twenty (20) calendar days. Once placed into the new position, if the employee chooses to revert or fails the proving period, they shall revert back to their last passed proving period.**



Or

- b) **The employee will forfeit the position if still within their thirty (30) day voluntary reversion period, reverting back to their original home position. Once in the subsequent new position, if the employee then chooses to revert or fails the proving period, they shall revert back to the original home position where they last passed the proving period.**
4. **Employees shall receive adequate instruction in any aspect of the job that forms a requirement for a probation or proving period. All such instruction and any required training deemed necessary by the Employer shall not be on an employee's own time.**

## **ARTICLE XII – LAYOFFS AND RECALL**

### **12.05 Recall/Layoff Casual/Part-time Employee**

1. Employees who have ~~BID~~ **Bid** positions will be recalled and laid off for that position.
2. Employees who have been laid off from their ~~BID~~ **Bid** positions shall be put on the Recall ~~list~~ **List** in order of seniority and be recalled by seniority and qualifications for positions throughout the winter season on a Bargaining Unit wide basis until they are recalled in their ~~BID~~ **Bid** position.
3. A one (1) week ~~lay-off~~ **layoff** notice will be provided to employees in ~~BID~~ **Bid** and Casual positions.
4. Casual employees who do not hold a ~~BID~~ **Bid** position and employees who are laid off from their ~~BID~~ **Bid** position shall be recalled in order of their seniority on a bargaining unit wide basis in the winter months and summer recall **starting on or after April 1** will be Department specific, provided those employees recalled have the necessary qualifications to do the work required. **Anyone recalled prior to April 1 will remain in that winter recalled position until winter layoff or until they are recalled to their Bid or home position in order of seniority.**
5. All layoffs of Casual employees who do not hold a ~~BID~~ **Bid** position for the summer season are to be completed by the end of the second (2nd) Friday in October. Layoffs from the summer season shall be in accordance with the seniority provisions of this ~~agreement~~ **Agreement**, provided those employees retained shall have the necessary qualifications to do the work required and provided also that the employees shall be laid off from the Community Services or Public Works Departments in which they worked for the summer season.

6. Once the summer layoffs have been completed, Casual employees required for the winter season recall, shall be recalled on a Bargaining Unit wide basis without being able to choose the Department in which to work. Similarly, layoffs during the winter season shall be on a Bargaining Unit wide basis without reference to a specific ~~Department~~ **department**. During the winter season, the most senior qualified Casual employee would be recalled.
7. If an employee refuses summer recall, ~~he~~ **the employee** shall lose ~~his~~ **their** seniority rights in accordance with ~~section~~ **Section 10.04(3)** of this Agreement.
8. Upon fall ~~lay-off~~ **layoff**, ~~employee~~ **employees** who wish to stay on the recall list for the winter months must advise the Human Resources Office of the request. If an employee on the winter recall list refuses winter recall, ~~he~~ **they** shall move to the bottom of the ~~call back list~~ **Call Back List**.

**10. Voluntary Layoff**

**An employee who has not received a notice of layoff may request to be laid off. The Employer may consider a request for voluntary layoff provided it will not adversely affect the operational requirements of the department.**

**ARTICLE XIII – HOURS OF WORK**

**13.01 Hours of Work**

Unless otherwise stated in this agreement or applicable letters of understanding, full regular hours of work for all employees shall consist of either one of the following shifts:

**8.5 hour**

**Normal Hours of Work:**

- i) 7:30 a.m. to 5:00 p.m. or

**Alternate Hours of Work:**

- ii) 5:00 a.m. to 1:30 p.m. or
- iii) 1:30 p.m. to 10:00 p.m.

Each shift being from Monday to Friday with an earned day off schedule every three **(3)** weeks. The City reserves the right to schedule the designated day off for all employees in such a manner as it will provide balanced staff coverage. Such designated day off shall be consecutive with the normal two **(2)** days off unless the parties have agreed to alternate arrangements. Once the designated day off has been established that schedule may be changed by the ~~employee~~ **Employer** only once per calendar year to meet operational requirements or by mutual agreement between employee and

~~employer~~ **Employer**. All such schedule changes shall be communicated to the employee in writing with a copy provided to the Union.

**OR**

**10 hour**

**Normal Hours of Work:**

i) 7:00 a.m. to 5:00 p.m. OR

**Alternate Hours of Work:**

ii) 5:00 a.m. to 3:00 p.m. or

iii) 3:00 p.m. to 1:00 a.m.

Each shift being from Monday to Thursday or Tuesday to Friday as determined by Management.

These regular work shifts shall be governed by the following:

1. **Shift Changes**

Unless mutually agreed to by the ~~employer~~ **Employer** and the affected employees, no shift change will occur unless:

- a. the change of shift is communicated to the affected employees at least **forty-eight (48)** hours prior to the start of the shift (such notice not to be served on a Saturday or on a Sunday);
- b. an employee is not to be re-assigned to the alternate work shift within a two week period following ~~his~~ **their** return to the normal work shift; and
- c. the minimum length of a consecutive assignment to the alternate work shift shall be two (2) weeks and shall not exceed four (4) weeks.

2. **Meal Break**

Employees assigned to the 7:30 a.m. to 5:00 p.m. work shift shall be provided with a one **(1)** hour unpaid meal break from 12:00 noon to 1:00 p.m.

Employees assigned to the 5:00 a.m. to 1:30 p.m. work shift will be provided with a thirty (30) minute paid meal break in lieu of the one (1) hour unpaid meal break if the meal break is taken at the work site.

Employees assigned to a **ten (10)** hour shift will be provided with an on-site 30 minute paid meal break.

3. Request ~~By~~ by Employees ~~To~~ to Initiate ~~A~~ a Shift Change

Employees can initiate a shift change by submitting a request to the employer. The final decision for the shift change will be at the employer's discretion.

4. **Senior part-time employees shall be scheduled the most available hours of work within their availability each week, by classification, within their work unit as determined by the City (city wide pool or posted facility as the case may be).**

Exceptions to the above hours of work are as follows:

~~3.~~ Relief Operators

~~2.)~~ ~~Waste Water Treatment Operators~~

~~a.) The new schedule is effective January 4, 2009.~~

a. Waste Water Treatment Plant

~~The weekly hours of work for employees in this category shall be from 7:30 A.M. to 12:00 Noon and from 1:00 P.M. to 5:00 P.M., Monday to Friday inclusive upon completion of three (3) weeks whether consecutively or accumulatively with an earned day off every three weeks. The City reserves the right to schedule the designated day off for all employees in such a manner as it will provide balanced staff coverage. Such designated day off shall be consecutive with the normal two days off unless the parties have agreed to alternate arrangements. Once the designated day off has been established that schedule may be changed by the employer only once per calendar year to meet operational requirements or by mutual agreement between employee and employer. All such schedule changes shall be communicated to the employee in writing with a copy provided to the Union.~~

i) The hours of work shall be from 7:00 a.m. to 5:00 p.m. and shall be granted an on-site thirty (30) minute paid meal break to be scheduled by the Manager. Where there is one employee in a classification, they shall work these hours Monday to Thursday for four (4) weeks, then work these hours Tuesday to Friday for the next four (4) weeks; this shall continue to alternate every four weeks. Where there are two employees in the stated classifications, they shall work the opposite weekly shift thus providing coverage from Monday to Friday every week. In no instance will the two (2) week pay period minimum of eighty (80) hours of work be jeopardized by this clause.

~~Relief Operators assuming Water Treatment Plant duties shall assume the respective Operator's schedule.~~ Sixteen (16) consecutive hours shall be the maximum hours worked and there shall be no recall for at least eight (8) hours immediately following such ~~Sixteen~~ **sixteen** (16) hour period, except in cases of extreme emergency. In no instance will ~~his~~ **their** weekly minimum hours of work be jeopardized by this clause.

Relief Operators shall assume their regular hours of work on the day following the last day of operating duties.

When a **Waste Water Treatment** Plant Relief Operator ~~at either the Water Treatment Plant or Wastewater Treatment Plant~~ is assigned to assume Operator duties on a Statutory Holiday they shall be paid for ten (10) hours Stat Holiday pay at their base card Relief Operator pay rate plus appropriate operator pay at overtime rates for all Operator hours worked. If the Statutory holiday has been proclaimed by the City to be observed on a day other than the day the holiday actually falls, the following will apply:

- If the employee works on the day proclaimed by the City as the day which the holiday will be observed, they will be paid as described above or,
- If the employee works on the day which the holiday actually falls, they will be paid as described above or,
- If the employee works on both the day proclaimed by the City as the day which the holiday will be observed and on the day which the holiday actually falls they will be paid overtime rates for only one **(1)** day and Stat pay for only one **(1)** day.

- ii) **A shift shall be considered unscheduled if a Relief Operator receives less than twenty-four (24) hours' notice to work a shift.**
- iii) **A shift shall be considered scheduled if a Relief Operator receives more than twenty-four (24) hours' notice to work a shift**
- iv) **When a Relief Operator is assigned a scheduled operator shift, they shall be paid the regular operator rate of pay. (In order to reduce the number of hours worked in a two week pay period, the Relief Operators shall take days off in that pay period.) The Relief Operator shall not receive less than the minimum hours of work for that pay period. The Relief Operator shall be paid overtime rates for any time (less than one day) worked over the minimum hours of work for that pay period.**

- v) **When a Relief Operator is assigned an unscheduled shift on their regularly scheduled day off, Saturday or Sunday, they shall be paid overtime rates for the entire ten (10) hour shift.**

b. **Water Treatment Plant**

The weekly hours of work for employees in this category shall be from 7:30 a.m. to 12:00 Noon and from 1:00 p.m. to 5:00 p.m., Monday to Friday inclusive upon completion of three (3) weeks whether consecutively or accumulatively with an earned day off every three (3) weeks.

The City reserves the right to schedule the designated day off for all employees in such a manner that it will provide balanced staff coverage. Such designated day off shall be consecutive with the normal two (2) days off unless the parties have agreed to alternate arrangements. Once the designated day off has been established, that schedule may be changed by the Employer only once per calendar year to meet operational requirements or by mutual agreement between employee and Employer. All such schedule changes shall be communicated to the employee in writing with a copy provided to the Union.

~~Relief Operators assuming Water Treatment Plant duties shall assume the respective Operator's schedule.~~ Sixteen (16) consecutive hours shall be the maximum hours worked and there shall be no recall for at least eight (8) hours immediately following such ~~Sixteen~~ sixteen (16) hour period, except in cases of extreme emergency. In no instance will ~~his~~ **their** weekly minimum hours of work be jeopardized by this clause.

Relief Operators shall assume their regular hours of work on the day following the last day of operating duties.

**Relief Operators normal schedule shall be adjusted to cover Water Treatment Plant Operators planned absences (vacation, SDOs and scheduled sick leave and other approved leaves). Relief Operators when covering for Operators shall be paid at the appropriate Operator wage at regular time unless article 14 applies. If a Relief Operator is scheduled on their normal designated day off, they shall be paid at overtime rates for the entirety of the shift.**

- ~~iii)~~ When a **Water Treatment** Plant Relief Operator ~~at either the Water Treatment Plant or Wastewater Treatment Plant~~ is assigned to assume Operator duties on a Statutory Holiday, they shall be paid for **eight and one-half 8.5 (8 ½)** hours Stat Holiday pay at their base card Relief Operator pay rate plus appropriate operator pay at overtime rates for all Operator hours worked. If the Statutory Holiday has been proclaimed by

the City to be observed on a day other than the day the holiday actually falls, the following will apply:

- If the employee works on the day proclaimed by the City as the day which the holiday will be observed, they will be paid as described above or,
- If the employee works on the day which the holiday actually falls, they will be paid as described above or,
- If the employee works on both the day proclaimed by the City as the day which the holiday will be observed and on the day which the holiday actually falls, they will be paid overtime rates for only one **(1)** day and Stat pay for only one **(1)** day.

**Moved from LOU #12 and amended**

~~Notwithstanding the provisions of Article 13.01.2, as long as four (4) Operator positions and three (3) Relief Operator positions are filled at the Water Treatment Plant the following shall apply:~~

- ~~i.~~ When a Relief Operator is required to cover an unscheduled day shift, Monday to Friday, ~~he~~ **they** shall be paid overtime rates for all hours in excess of ~~eight and one half (8½) hours.~~ **their originally scheduled shift.**
- ~~ii.~~ A shift shall be considered unscheduled if a Relief Operator receives **less than** twenty-four (24) hours' ~~or less~~ notice to work a shift.
- ~~iii.~~ A shift shall be considered scheduled if a Relief Operator receives more than twenty-four (24) ~~hours~~ **hours'** notice to work a shift
- ~~iv.~~ When a Relief Operator is required to cover a scheduled day or night shift(s), ~~he~~ **they** shall be paid at regular rates for the entire twelve (12) hour shift(s). (In order to reduce the number of hours worked in a two **(2)** week pay period, the Relief Operators shall take days off in that pay period.) The Relief Operator shall not receive less than the minimum hours of work for that pay period. The Relief Operator shall be paid overtime rates for any time (less than one **(1)** day) worked over the minimum hours of work for that pay period.
- ~~v.~~ When a Relief Operator is required to cover an unscheduled day shift on ~~his~~ **their** regularly scheduled **day off or scheduled** Friday earned day off, Saturday or Sunday, ~~he~~ **they** shall be paid overtime rates for the entire twelve (12) hour shift.
- ~~vi.~~ When a Relief Operator is required to cover an unscheduled night shift at any time, ~~he~~ **they** shall be paid overtime rates for the entire twelve (12) hour shift.

~~vii. When a Relief Operator is required to cover an unscheduled day or night shift, the Relief Operators shall assume he will have to operate the next twelve (12) hour shift at regular rates unless notified by the Water Treatment Plant Operator that he is returning to work.~~

~~viii. The Relief Operators shall be given first opportunity to operate the Water Treatment Plant when coverage is required for the regular Water Treatment Plant Operators. (This provision shall no longer be effective as of 1 July 2024.)~~

~~This letter shall continue to be in force unless revoked by mutual consent or in the event the Employer fails to maintain the positions as referred above filled in accordance with this letter, where in either case, the provisions of Article 13.01.2 will apply.~~

#### ~~6) Employees at Arenas~~

- a. Regular hours of work for Arena Attendants and Community Services Workers working at ~~Arenas~~ **arenas** shall be eight and one-half (8 1/2) hours per day. Continuous shift(s) of eight and one-half (8 1/2) hours duration shall be between 7:00 a.m. and 1:00 a.m., Sunday to Saturday. Arena Attendants and Community Services Workers on the day shift shall receive a one **(1)** hour unpaid meal break to be regularly scheduled in advance by the manager between the hours of 11:00 a.m. and 2:00 p.m., unless coverage is required in which case ~~b) below shall apply and~~ the employee will remain on site and be paid at the regular overtime rate for the lunch hour. Schedules shall be issued two (2) weeks in advance.
- b. The Employer shall not be obligated to provide overtime work but that when it does schedule such work, the employees will be obligated to accommodate the schedule and be paid at their regular overtime rate. **When overtime is needed prior to the start of a shift and the employee scheduled for that shift does not wish to work the overtime, the Employer will first offer the overtime to a rink employee working the same shift at a different rink (initiating a switch of rink assignments for the shift) prior to forcing that employee to work overtime.**
- c. For Special Events, a shift change may be required outside the regular working hours to accommodate set up and take down requirements in the arena. Special Events includes events scheduled outside of the normal working hours and/or additional events not regularly scheduled at the arena(s). Schedules shall be issued two (2) weeks in advance and are subject to change by reason of necessity based on Special Events. Overtime provisions will apply as per the provisions in Article 14.



- d. Time off between shifts will be a minimum of **ten (10)** hours.
- e. Casual employees may be utilized providing a minimum of four (4) hours per day is paid.

**4.) Airport Maintenance Supervisor/Airport Maintenance Persons**

The hours of work for the Airport Maintenance Staff shall be **eight and one-half (8 ½) 8-5** hours per day. The eight and one-half (8 1/2) hours per day shall be put in between 5:00 a.m. and 10:00 p.m. ~~Monday to Friday~~ **Sunday to Saturday**. They shall receive a thirty (30) minute paid meal break at a time scheduled in advance by the Manager. Schedules shall be issued two (2) weeks in advance.

They shall have one **(1)** day off in every three (3) week period. The City reserves the right to schedule the earned day off for all employees in such manner as it will provide balanced staff coverage. Such earned day off shall be consecutive with the normal two **(2)** days off unless the parties have agreed to alternate arrangements.

The Employer shall not be obligated to provide overtime work but ~~that~~ when ~~it~~ **the Employer** does schedule such work, the employees will be obligated to accommodate the schedule and be paid at their regular overtime rate.

~~4.) Animal Control Officers~~

~~The weekly hours of work for the Animal Control Officers shall average forty (40) hours over a three (3) week period, working eight and one half (8 1/2) hours per day with the Friday of the third (3rd) week as the designated day off for one employee. The eight and one half (8 1/2) hours per day shall be put in between five (5:00) o'clock A.M. and twelve (12:00) o'clock midnight. The Employer shall not be obligated to provide overtime work but that when it does schedule such work, the employees will be obligated to accommodate the schedule and be paid at their regular overtime rate.~~

**5.) Parking Meter Supervisor & Inspectors  
Meter Services Supervisor & Inspectors**

The City reserves the right to schedule the designated day off for all employees in such a manner as it will provide balanced staff coverage. Such designated day off shall be consecutive with the normal two (2) days off unless the parties have agreed to alternate arrangements. Once the designated day off has been established, that schedule may be changed by the Employer only once per calendar year to meet operational requirements or by mutual agreement between the employee and the Employer. All such schedule changes shall be communicated to the employee in writing with a copy provided to the Union.

a. **Parking Meter Supervisor**  
**Meter Services Supervisor**

The hours of work shall be either:

- i) 9:00 a.m. to 6:00 p.m. Monday through Friday with a one-half (1/2) hour unpaid lunch break and an earned day off scheduled every three (3) weeks. **6:00 a.m. to 4:00 p.m., Monday to Thursday or Tuesday to Friday with a one-half (1/2) hour paid lunch break.** ~~The City reserves the right to schedule the designated day off for all employees in such a manner as it will provide balanced staff coverage. Such designated day off shall be consecutive with the normal two days off unless the parties have agreed to alternate arrangements. Once the designated day off has been established that schedule may be changed by the employer only once per calendar year to meet operational requirements or by mutual agreement between employee and employer. All such schedule changes shall be communicated to the employee in writing with a copy provided to the Union.~~
- ii) 6:00 a.m. to 3:00 p.m. Monday through Friday with a one-half (1/2) hour unpaid lunch break and an earned day off scheduled every three (3) weeks. ~~The City reserves the right to schedule the designated day off for all employees in such a manner as it will provide balanced staff coverage. Such designated day off shall be consecutive with the normal two days off unless the parties have agreed to alternate arrangements. Once the designated day off has been established that schedule may be changed by the employer only once per calendar year to meet operational requirements or by mutual agreement between employee and employer. All such schedule changes shall be communicated to the employee in writing with a copy provided to the Union.~~

b. **Parking Meter Inspector(s)**

The hours of work shall be either:

- i) 9:00 a.m. to 6:00 p.m. **or 8:00 a.m. to 5:00 p.m. (with a one-half (1/2) hour unpaid lunch break) or 7:30 a.m. to 5:00 p.m. (with a one (1) hour unpaid lunch break)** Monday through Friday ~~with a one-half (1/2) hour unpaid lunch break~~ and an earned day off scheduled every three (3) weeks. ~~The City reserves the right to schedule the designated day off for all employees in such a manner as it will provide balanced staff coverage. Such designated day off shall be consecutive with the normal two days off unless the parties have agreed to alternate arrangements. Once the designated day off has been established that schedule may be changed~~

~~by the employer only once per calendar year to meet operational requirements or by mutual agreement between employee and employer. All such schedule changes shall be communicated to the employee in writing with a copy provided to the Union.~~

- ii) 9:00 a.m. to 6:00 p.m. Tuesday through Saturday with a one-half (1/2) hour unpaid lunch break and an earned day off scheduled every three (3) weeks. ~~The City reserves the right to schedule the designated day off for all employees in such a manner as it will provide balanced staff coverage. Such designated day off shall be consecutive with the normal two days off unless the parties have agreed to alternate arrangements. Once the designated day off has been established that schedule may be changed by the employer only once per calendar year to meet operational requirements or by mutual agreement between employee and employer. All such schedule changes shall be communicated to the employee in writing with a copy provided to the Union.~~

### **13.02 Implementation of 5-5-4 Work Schedule**

- d. Subject to the approval of the Department Head, a total of ~~Five~~ **five** (5) designated days off may be banked to a maximum of five (5) days in any calendar year and a maximum of five (5) banked days may be carried over into the succeeding year. **Designated days off carried over into the succeeding year must be used by October 31 of that year. Any designated days off not used by October 31 will be paid out at straight time.** All requests and responses between employee and ~~department head~~ **Department Head** must be in writing. This shall be separate from the banking provisions of article 14.10. All employees working four (4) ten (10) hour shifts shall be entitled to bank a maximum of five (5) days subject to the same provisions of this article.

## **ARTICLE XIV – OVERTIME**

### **14.06 Supply of Meals**

An employee required to work one and one-half (1 1/2) or more hours overtime immediately after the end of ~~his~~ **their** scheduled work day, shall be provided with a meal by the City or payment in lieu of that meal as per the Meal Allowance portion of the City of Prince Albert Travel/Meal/Accommodation/Vehicle Policy.

#### **14.09 Callback Pay Guarantee**

An employee who is called back to work outside ~~his~~ **their** regular working hours shall be paid for a minimum of four (4) hours straight time, but will nevertheless be paid at overtime rates for all time in excess of two (2) hours during each callback.

An employee, while away from work on approved leave or regularly scheduled time off, receives a call from an out-of-scope Manager or Duty Foreman and is required to provide off-site assistance which does not involve a return to their workplace, shall be paid for each hour or portion thereof for a minimum of one-half (1/2) hour at regular rates of pay. Notwithstanding the above, an employee called more than once in the one-half (1/2) hour period shall not receive any further pay until the one-half (1/2) hour period has elapsed.

**Except in emergency situations, or when the callback lists identified in Article 14.11 have been exhausted, no employee shall accept a callback for overtime who is away from work on approved personal sick leave (not including medical appointments or illness in the family) for a 16-hour period from the start of the shift. An exception will be made if the next regular scheduled shift for the employee commences early, that overtime shall be permitted. The onus shall be on the employee to inform the Out-of-Scope Manager or Duty Foreman if they are away on approved sick leave.**

The call will be recorded in writing by the initiating Manager or Duty Foreman on a form prescribed by the Employer and shall contain the following information:

- Purpose of call and resolution
- Date of Call
- Time call was initiated and time call ended
- Approval for payment signed off by the employee's out-of-scope ~~manager~~ **Manager.**

Calls that will not be considered for this provision are:

- Calls initiated by anyone other than an out-of-scope Manager or Duty Foreman
- Calls initiated due to failure of the employee to perform a required work task or to rectify a problem initiated by the employee's inattentiveness to understood work procedures.

#### **14.13 Continuous Work Overtime Allocation**

If it is determined by the out of scope ~~manager~~ **Manager** or designate that ~~Overtime~~ **overtime** must be worked as ~~a continuation of the work the work crew is performing,~~ **an extension of the regularly scheduled work day, then** those employees currently working ~~on~~ **at** that job ~~site~~ will be given first opportunity to work that overtime. If a satisfactory crew of workers cannot be assembled from the current work crew **for the**

~~extension to work overtime, the manager~~ **Manager** will offer the available overtime to other qualified employees based on seniority and availability.

#### **14.14 Sewer and Water "Construction" Crew(s)**

**When overtime, other than extension of the day, is required on a multi-day construction project, the following is understood:**

- **Overtime for the following positions on the crew will be offered to the employee who was working in that position on the previous day(s) of the project:**
  - **Foreman II**
  - **Equipment Operator VI (Backhoe)**
  
- **Overtime for other required positions within the crew will be offered to the senior employee in the work unit holding the required certifications.**

#### **14.15 Sewer and Water "Maintenance" Crew(s)**

**When overtime, other than extension of the day, is required on a multi-day maintenance project, the following is understood:**

- **Overtime for the following positions on the crew will be offered to the employee who was working in that position on the previous day(s) of the project:**
  - **Foreman II**
  - **Equipment Operator V (Rubber Tire Backhoe)**
  
- **Overtime for other required positions within the crew will be offered to the senior employee in the work unit holding the required certifications.**

#### **14.16 Banked Time Payout**

An employee may request a cash payout for any overtime time that has been banked in lieu of taking time off as per the following conditions:

- ~~Requests for a payout must be made between March 1 and October 31.~~
- ~~Only one~~ **Two (2)** requests for banked time payout can be made per calendar year, **one between January 1 and June 30, and one between July 1 and December 31.**
- If request is for only a portion of the banked overtime, the request must be made in hours.

- Cannot take any time off in lieu of banked time during a pay period that they are requesting banked time payout.

**ARTICLE XVI – VACATIONS**

**16.01 Length Of Vacation**

An employee shall receive an annual vacation with pay in accordance with ~~his~~ **their** years of employment as follows:

~~Less than one (1) year~~ ~~10 hours for each month~~

~~After the completion of~~ ~~120 hours~~  
~~one (1) year's employment~~

~~In the calendar year of the~~ ~~160 hours~~  
~~8th Anniversary and each year thereafter~~

~~In the calendar year of the~~ ~~200 hours~~  
~~15th Anniversary and each year thereafter~~

~~In the calendar year of the~~ ~~240 hours~~  
~~25th Anniversary and each year thereafter~~

Less than one (1) year	10 hours for each month
After the completion of one (1) year of employment	120 hours
In the calendar year of the 8th anniversary and each year thereafter	160 hours
In the calendar year of the 15th anniversary and each year thereafter	200 hours
In the calendar year of the 25th anniversary and each year thereafter	240 hours

The calendar year shall extend from January 1st to December 31st. Vacations shall apply only after the completion of one (1) year continuous employment unless approved by the City and employee.

~~Vacation entitlement will be calculated for non-permanent employees appointed to a Permanent position as follows:~~

~~The determination of annual vacation entitlement will include service as a non-~~

~~permanent employee prorated based on 2080 hours per eligible years of service from the date of initial employment to the date of appointment to a permanent position, provided there has not been a break in service as defined in Article 10.04. This service time will be recognized in conjunction with his years of service as a permanent employee for the purpose of determining vacation entitlement.~~

### **16.03 Calculation of Vacation Pay**

Vacation pay shall be computed at the rate of 3/52 of the employee's total earned income as reported on the year-end pay stub for the preceding year; for employees entitled to ~~three (3) weeks~~ **120 hours of** vacation; at the rate of 4/52 of the employee's total earned income as reported on the year-end pay stub for the preceding year for employees entitled ~~for four (4) weeks~~ **to 160 hours of** vacation; ~~and~~ at the rate of 5/52 of the employee's total earned income as reported on the year-end pay stub for the preceding year for employees entitled to ~~five (5) weeks~~ **200 hours of** vacation; and at the rate of 6/52 of the employee's total earned income as reported on the year-end pay stub for the preceding year for employees entitled to ~~six (6) weeks~~ **240 hours of** vacation; provided that, in the case of employees appointed to a permanent classification, if the present rate of pay of such classification for the holiday period would exceed proportions set out above, the present rate shall be paid.

~~Effective January 1, 2009, non-permanent employees who reach 31,200 hours will earn a vacation entitlement with pay based on five (5) weeks of vacation. Employees who reach 52,000 hours will earn a vacation entitlement with pay based on six (6) weeks of vacation.~~

### **16.07 Vacation Schedules**

Every year, no later than April 15, employees will be required to provide their ~~managers~~ **Manager** with a list of requested vacation for that current year. Vacation schedules shall be posted no later than May 15 of the year and shall not be changed unless mutually agreed upon by the employee and the City. A maximum of five (5) days of unused vacation credits may be carried over into the following calendar year and must be used by ~~May~~ **June** 30 of that year. Subject to the approval of the City Manager, the unused portion may be taken after that day.

## **ARTICLE XVII – SICK LEAVE**

### **17.01 Sick Leave Defined**

Sick Leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, **quarantine** or under the examination or treatment of a physician, chiropractor, optometrist or dentist, or

because of an accident for which Compensation is not payable under ~~the Workers' Compensation Act~~ **The Workers' Compensation Act** or ~~the Automobile Accident Insurance Act~~ **The Automobile Accident Insurance Act**. An employee shall notify ~~his~~ **their** Out of Scope Manager or Department Head at or before the normal reporting time for work if ~~he is~~ **they are** sick and ~~is~~ **are** not going to report for work unless such notification is not reasonably possible and, in any event, at the first opportunity.

#### **17.04 Illness In The Family**

Where no one other than the employee can provide for the needs, during illness, of an immediate member of ~~his~~ **the employee's** family, the employee may use a maximum of five (5) days in a ~~Calendar~~ **calendar** year, accumulated Sick Leave, upon the approval of the Department Head, for the purpose of caring for the immediate member of the family. Two (2) of the five (5) Sick Leave days will be charged to the employee's accumulated Sick Leave entitlements and the remaining days will be charged against Sick Bank.

#### **17.06 Proof of Illness**

An employee may be required to produce a Certificate from a Medical Practitioner for any illness certifying that ~~he was~~ **they were** unable to carry out ~~his~~ **their** duties due to illness providing such request for a Medical Certificate occurs while the employee is ill. If the City requests the Medical Certificate, the City shall pay the cost of the Medical Certificate.

#### **17.08 Sick Bank Leave**

~~Employees~~ **employees** who are unable to work due to injury or illness are eligible to apply to the Sick Bank. The Bank is funded by the Employer. Employees are eligible to receive 100% of their base/card rate (excludes overtime, and other premiums) for a maximum of twelve (12) months.

**Each eligible employee shall contribute a maximum of one (1) sick day of the employees' fifteen (15) days per calendar year (prorated for eligible non-permanent employees based on their annual entitlement) and the City shall fund the remainder of the program. The employee contribution will be made by the end of the first quarter of each calendar year.**

### **3. For both Permanent and Casual/Part-Time employees, the following applies:**

- a. Employees requesting to access the CUPE Local 160 Sick Bank will follow the outlined procedure:
  - When applying for Sick Bank, medical documentation must accompany



- application;
- Use all accumulative sick credits;
- ~~Exhaust up to 2 weeks annual leave (depending on availability);~~
- ~~Use banked time and banked EDO's, leaving the employee with no less than a totaled amount balance of 40 hours in their bank;~~
- The first ~~25.5~~ **sixty (60)** hours of Sick Bank will be coded against Banked Time or Vacation whichever the employee requests. ~~If~~ **If** the employee does not have the vacation or banked time to cover these ~~25.5~~ **60 (sixty)** hours, these hours will be coded to Leave Without Pay;
- The hours used from the Sick Bank will start after ~~25.5~~ **sixty (60)** hours;
- Employee may be requested, by the Committee, to attend the monthly meetings.

**ARTICLE XVIII – LEAVE OF ABSENCE**

**18.03 Paid Bereavement Leave**

An employee requiring Bereavement Leave shall apply in writing to the Department Head who shall grant such ~~leave~~ **leave** and designate, in writing, a reasonable length of time up to a maximum of five (5) regularly scheduled work days as leave without loss of pay or benefits in the case of death of a parent, wife, husband, common-law spouse, sister-in-law, brother-in-law, grandparent, grandchild, guardian, fiancé, sister, brother, mother-in-law, father-in-law, niece, nephew, aunt, uncle or any child or ~~step-child~~ **stepchild** of the employee or for any other relative for whom the employee is required to administer bereavement responsibilities. Where burial occurs outside the Province, such leave may be extended by the Department Head to include reasonable travelling time with the total bereavement leave time not to exceed seven (7) working days. This provision shall apply to Casual employees only after the completion of **eight hundred (800)** hours of accumulative employment.

If special circumstances or a long weekend prevents putting the request in writing in advance, a verbal request will be sufficient to be followed by a written request upon return to work.

**18.05 Parental Leaves**

~~**A) Maternity/Adoption/Parental Leaves**~~

**1. Maternity/Adoption Leave**

a) Service Requirements

An employee shall qualify for Maternity/Adoption Leave after completion of ~~20~~ **thirteen (13)** weeks of employment ~~within the 52 weeks~~ prior to

the leave commencing. The City shall not deny the pregnant employee the right to continue employment during the period of pregnancy, providing ~~she~~ **the employee** is capable of undertaking ~~her~~ **their** regular duties.

b. Length of Leave

Such Leave shall cover a period of up to ~~eighteen (18)~~ **nineteen (19)** weeks before or after the birth of a child or following notification of the adoption of a child and submission of a written application for Maternity or Adoption Leave without pay, at least four **(4)** weeks before the day specified by ~~her~~ **the employee** as the intended date of commencement **where possible.**

If the employee fails to submit a proper application, as specified, ~~she~~ **the employee will** ~~must~~ be given Leave ~~a minimum of fourteen (14) weeks~~ **not to exceed fifteen (15) weeks commencing** Leave starting at any time **during the period of nine weeks preceding** ~~in the eight (8) weeks prior to~~ the estimated date of birth.

c. Seniority Status

While on Adoption/Maternity Leave, an employee shall retain full employment status and accumulate all benefits under this Collective Agreement.

d. Return to Work

When an employee decides to return to work after Maternity or Adoption Leave, the employee shall provide the Employer with at least two (2) weeks' notice. Upon return from such Leave, the employee shall be placed in their former position, or if the former position no longer exists, they shall be placed in an equivalent position.

## 2. Parental Leave

a. Service Requirements

An employee shall qualify for Parental Leave after completion of ~~20~~ **thirteen (13)** weeks of employment ~~within the 52 weeks prior to the~~ ~~Leave commencing~~ and submission of a written application for Parental Leave without pay, at least four **(4)** weeks before the day specified by ~~him~~ **the employee** as the intended date of commencement **where possible.**

b. Length of Leave

Employees, who ~~are eligible for~~ **take** Maternity or Adoption Leave, are entitled to an **additional** unpaid Leave of Absence not exceeding ~~thirty-four (34)~~ **fifty-nine (59)** weeks and employees who ~~are not eligible for~~ **do**

**not take** Maternity or Adoption Leave are entitled to an unpaid Leave of Absence not exceeding ~~thirty-seven (37)~~ **seventy-one (71)** weeks.

Parental Leave must be taken between the period ~~twelve (12)~~ **thirteen (13)** weeks before estimated date of birth or the estimated date on which an adopted child will come into the ~~employees~~ **employee's** care and ~~52~~ **eighty-six (86)** weeks after the actual date the child was born or the adopted child came into the employees care. If the employee fails to submit a proper application, as specified, Parental Leave must commence on a day within three (3) weeks after the date of birth or the day the adopted child came into the ~~employees~~ **employee's** care.

c. Seniority Status

While on Parental Leave, an employee shall retain full employment status and accumulate all benefits under this Collective Agreement.

d. Return to Work

When an employee decides to return to work after Parental Leave, the employee shall provide the Employer with at least two (2) weeks' notice. Upon return from such ~~Leave~~ **leave**, the employee shall be placed in their former position, or if the former position no longer exists, they shall be placed in an equivalent position.

## **ARTICLE XIX – PAYMENT OF WAGES AND ALLOWANCES**

### **19.04 Pay on Temporary Transfers, Higher Rated Job**

1. When an employee is assigned to temporarily relieve in or performs the principle duties of a higher paying position at an hourly rate of pay, ~~he they~~ shall receive the ~~Perm After 1 Year rate~~ **Permanent rate after one (1) year** if the employee is Permanent and ~~the Casual rate~~ **After after eight hundred (800) hours for Casual Employees.**
2. Where the higher position is outside the bargaining unit, ~~he the employee~~ shall be paid at the higher of the first step of the pay range for the position filled or **ten percent (10%) more than his the employee's** regular rate of pay, to the maximum of the range being filled. The employee shall be deemed to be covered by the Collective Agreement during the period of temporary assignment.

**ARTICLE XX – EMPLOYEE BENEFITS**

**20.04 Group Benefits**

Upon appointment to ~~the~~ a permanent **position at staff of** the City, it is a condition of employment that every employee shall be required to apply for Group Benefits and authorize the monthly deductions from the employee's rate of pay of the required premiums. The Insurance Company is responsible for the adjudication of claims submitted to the Group Insurance Program. **Prior to any benefit plan changes (including carrier changes or premium changes) the Employer shall have meaningful discussions about the potential changes with the Union.**

**20.09 Clothing Allowance and Safety Footwear**

5. Employees at City owned Arenas shall be issued two **(2)** shirts, two **(2)** sweaters, ~~two pairs of trousers,~~ and one **(1)** set of coveralls which will be replaced as required. **Employees will be reimbursed up to one hundred dollars (\$100.00) each for two (2) pairs of trousers to be replaced with approval from their manager.**
  
8. Parking Meter Inspection staff and Permanent Water Meter ~~Reader~~ **Service** staff shall be supplied with the following clothing which will be replaced as required **with approval from their manager:**
  - **one (1) uniform consisting of ~~tunic and two (2) pairs of trousers~~ three (3) shirts, one (1) winter cap, ~~2 ties,~~ one (1) parka, one (1) uniform cap, one (1) spring and fall topcoat, with the necessary badges on all clothing as required**
  - **the City will pay the cost of up to one hundred dollars (\$100.00) each for two (2) pairs of dark-coloured trousers and up to sixty dollars (\$60.00) each for two (2) pairs of dark-coloured shorts each year.**

**20.09 Clothing Allowance and Safety Footwear**

7. Instrumentation Technicians **and Electricians** shall be issued ~~with a~~ **one (1) jacket and pants (wash and wear type), two (2) sets of arc flash clothing** and one (1) pair of coveralls which will be replaced as required.

**20.09 Clothing Allowance and Safety Footwear**

The City shall pay for clothing for employees as listed below. All clothing items shall be replaced on an exchange basis.

The City shall pay the cost of CSA approved safety footwear to a maximum City

contribution of ~~\$200.00~~ **two hundred and fifty dollars (\$250.00)** per pair for all employees who work a minimum of seven (7) months in a calendar year and to a maximum of ~~\$100.00~~ **one hundred and fifty dollars (\$150.00)** per pair for employees who work less than seven (7) months in a calendar year. Subject to the approval of the Department Head and based on job requirements, certain employees will be eligible for both summer and winter safety footwear cost-shared on the same basis. **The winter boot allocation may also be used instead to cover one (1) pair of winter insulated CSA approved rubber boots for the Collection and Distribution Division.** The City will also reimburse employees for the repair of safety footwear on the same cost-shared basis. Safety footwear will be replaced on an exchange cost-shared basis. Receipts will be required for reimbursement.

9. Sign Shop Foreman II, Sign Shop Bid Labourer, Traffic Maintenance Person, Maintenance, Mechanics, Electricians, Plumber, Welders, Plant Utilities Maintenance Persons, Engineering Assistants, Engineering Technicians I, II and III, Labourer III – Forestry and Snow Removal, Foreman II Forestry and Snow Removal, EOIV Forestry Snow Removal and Instrumentation Technicians working outside in winter are to be supplied with the following:
- a high-visibility winter parka
  - a pair of high-visibility winter coveralls.

Roadways ~~and Sanitation department staff~~ **employees** working outside in winter are to be supplied with:

- a high-visibility winter parka.

Clothing to be dispensed on an exchange basis as required.

14. Employees assigned to the Collection and Distribution Division will receive the following:
- a high-visibility winter water-resistant parka
  - a pair of high-visibility insulated water-resistant coveralls
  - ~~• a maximum of two pairs of insulated CSA approved rubber boots per year. In the event the employees purchase these boots, reimbursement will be issued by the employer on a full cost basis with a maximum reimbursement of \$75.00 per pair.~~

## 20.09 Clothing Allowance and Safety Footwear

15. Forestry employees shall be supplied specialty boots required to operate a chainsaw.

## ~~20.12 Eyeglasses~~

## 20.12 Safety Eyewear

## ARTICLE XXI – GENERAL CONDITIONS

### 21.02 Classifications

Classifications or job descriptions for all positions for which the Union is the bargaining ~~unit~~ **agent for** shall be prepared by the ~~employer~~ **Employer** to be reviewed with the Union and any changes shall similarly be reviewed with the Union. New job descriptions or changes made to a current job description by the City that add additional duties or tasks or that change the qualifications shall be reviewed with the Union. How these changes affect the rates of pay or hours of work shall be negotiated with the Union. Copies of the classifications or job descriptions shall be made available to the Union.

When the City desires to include a classification or job description not presently included in this Agreement, the rate for the classification shall be negotiated with the Union before a vacancy is posted.

## ARTICLE XXII – TERM OF AGREEMENT

### 22.01 Duration

This Agreement shall be binding and remain in effect from **January 1, 2017 2022** to **December 31, 2019 2025** and shall continue from year to year thereafter unless either party gives to the other party notice in writing between the period of ~~thirty (30)~~ **sixty (60)** days and ~~sixty (60)~~ **one hundred and twenty (120)** days prior to the termination date of their desire to negotiate revisions to the Agreement or to terminate the Agreement. All conditions of this Agreement, except a general increase to rates of pay, are negotiable during the term of this Agreement.

**SCHEDULE "A"**

Meter Services Supervisor to be moved to FM II rate.

**Schedule "A1" – PERM Pay Schedule**

These rates shall be increased by all general wage increases provided prior to or on date of ratification.

1. Airport Maintenance Person to have same pay rates as EOV.
2. Mechanic rate to be moved to \$36.87 Start and \$37.93 after one (1) year.
3. Welder rate to be moved to \$36.87 Start and \$37.93 after one (1) year.

**Schedule "A2" – Casual/Part-Time Pay Schedule**

These rates shall be increased by all general wage increases provided prior to or on date of ratification.

1. Airport Maintenance Person to have same pay rates as EOV
2. Parks/Engineering worker pay scale adjusted from \$15.83 to \$19.44 starting wage.

**Schedule "A3" – Duty Pay Schedule**

These rates shall be increased by all general wage increases provided prior to or on date of ratification.

<b>Classification</b>	<b>Standby</b>	<b>Call Out</b>	<b>Hourly</b>	<b>Statutory</b>
Duty Cemetery	48.80	110.74	61.36	279.43
Duty Foreman	<b>48.80</b>	110.74	61.36	279.43
Duty Operator	<b>48.80</b>	110.74	61.36	279.43
Duty Airport	48.80	110.74	61.36	279.43

**New Positions**

1. Field Operations Lead
2. Waste Water Treatment Plant Lead Operator
3. Water Treatment Plant Lead Operator

All to be compensated at the Section Supervisor rate.

General Wage Increases calculated after the above wage adjustments are calculated as follows:

Effective January 1, 2022	1%
Effective January 1, 2023	2%
Effective January 1, 2024	3%
Effective March 28, 2024	2%
Effective January 1, 2025	3%

Retroactive pay shall be calculated based on T4 revenue amounts (in the case of 2024 on gross yearly earnings as of date of ratification) for the years retroactive payment covers. Retroactive payments shall be issued within sixty (60) days of ratification.

SCHEDULE "B"

FRINGE PAYMENTS AND CLASSIFICATIONS IN ADDITION TO SCHEDULE "A"

1. Shift Differential

A Shift Differential of \$1.00 per hour in addition to an employee's regular rate shall be paid for all hours outside the Normal Hours of Work as stated in Article 13.01.

Where Normal Hours of Work are not defined, a Shift Differential of \$1.00 per hour shall be paid for all hours worked outside of 7:00 a.m. to 5:00 p.m.

Shift Differential will not be paid on overtime.

Notwithstanding the above, a shift differential of ~~\$0.50~~ **\$1.00** per hour shall be paid to Water Treatment Plant Operators working the 6:00 p.m. to 6:00 a.m. shift.

~~2) Air Endorsement Examinations~~

2. Driving License Endorsement Examinations

Employees who are utilized for their ~~air endorsement~~ Drivers' License **endorsements above Class 5, such as Class 3, Air or G, will** shall be reimbursed by the City for the cost of their ~~air~~ endorsement examination and ~~the any~~ associated physical examination. **The City shall continue to reimburse all associated costs for employees who are required/utilized to obtain and maintain their endorsements.**

~~5) Mechanics~~

~~All Mechanics and Welders required to perform repair and/or servicing work on heavy duty equipment (2 Ton rating and over) and/or perform machining and/or fabricating work shall be paid a premium of \$0.50 per hour for each hour worked.~~

~~6- 5. Dirty Work – Premium Pay~~

Employees shall receive fifty cents (\$0.50) per hour in addition to their regular rate for all hours worked, including overtime, as a dirty work premium, when working directly with pathogenic material at the Wastewater Treatment Plant, Sewage Lift stations and Compost Facility, or other functions whereby employees are working directly with pathogenic material such as may be the case while operating the Sewer Jet. **Mechanics and Welders shall not receive Dirty Work Premium.**

~~7- 6. Duty Operator – Rates~~

a) The duties and responsibilities of the "Duty Operator" shall be to answer calls ~~at~~



~~for the Wastewater~~ **Waste Water** Treatment Plant, ~~City Reservoirs, Water Treatment Plant and City Lift Stations~~ **Sewage Pumping Stations and Storm Water Pumping Stations.**

- f. The Duty Operator called back must be at the job site within ~~fifteen (15)~~ **thirty (30)** minutes of the receipt of the callback (under normal driving conditions).

**9- 8. Arena Attendant or Community Service Worker – Special Conditions**

Any employee required to work Arena Attendant **or Community Service Worker** hours and required to perform any Arena Attendant **or Community Service Worker** duties shall be paid the Arena Attendant **or Community Service Worker** rate. The City has the right to utilize Casual employees on a part time basis provided a minimum of four (4) hours per day call out is paid, call outs are done in order of seniority and during the period of part time work, the employee is issued with a ~~lay-off~~ **layoff** notice in order that he may apply for benefits through employment insurance.

LETTER OF UNDERSTANDING #6

1. The employer and the Union agree to an employee rate of pay as per Schedule "A" of this ~~agreement~~ **Agreement** to be adjusted consistently with general rate of pay adjustments provided by the employer therefore per hour for employees with less than one thousand forty (1040) hours of employment. This classification shall be called "Parks/ Engineering Worker". The Parks/Engineering worker will be permitted to perform job functions of the following positions:

- Caretaker I
- Labourer I ~~II~~
- Maintenance Person (Parks)
- Equipment Operators I, II & III
- Arena Attendant (w/o Refrigeration)
- Community Service Workers (w/o refrigeration)**
- Golf Course Worker
- ~~Gardener~~
- Landfill ~~Cashier~~ **Attendant**
- Parking Meter Inspector
- Water Meter Reader
- ~~Red person~~
- Storekeeper (supervised)
- Tradesperson (Labourer in Garage)

~~**LETTER OF UNDERSTANDING #12**~~  
~~**BETWEEN**~~  
~~**THE CORPORATION OF THE CITY OF PRINCE ALBERT**~~  
~~**AND**~~  
~~**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #160**~~

~~This Letter of Understanding shall become and form part of this Collective Agreement between the above parties.~~

~~Notwithstanding the provisions of Article 13.01.2, as long as four (4) Operator positions and three (3) Relief Operator positions are filled at the Water Treatment Plant the following shall apply:~~

- ~~1. When a Relief Operator is required to cover an unscheduled day shift, Monday to Friday, he shall be paid overtime rates for all hours in excess of eight and one half (8½) hours.~~
- ~~2. A shift shall be considered unscheduled if a Relief Operator receives twenty four (24) hours or less notice to work a shift.~~
- ~~3. A shift shall be considered scheduled if a Relief Operator receives more than twenty four (24) hour's notice to work a shift.~~
- ~~4. When a Relief Operator is required to cover a scheduled day or night shift(s), he shall be paid at regular rates for the entire twelve (12) hour shift(s). (In order to reduce the number of hours worked in a two week pay period, the Relief Operators shall take days off in that pay period). The Relief Operator shall not receive less than the minimum hours of work for that pay period. The Relief Operator shall be paid overtime rates for any time (less than one day) worked over the minimum hours of work for that pay period.~~
- ~~5. When a Relief Operator is required to cover an unscheduled day shift on his regularly scheduled Friday earned day off, Saturday or Sunday, he shall be paid overtime rates for the entire twelve (12) hour shift.~~
- ~~6. When a Relief Operator is required to cover an unscheduled night shift at any time, he shall be paid overtime rates for the entire twelve (12) hour shift.~~
- ~~7. When a Relief Operator is required to cover an unscheduled day or night shift, the Relief Operators shall assume he will have to operate the next twelve (12) hour shift at regular rates unless notified by the Water Treatment Plant Operator that he is returning to work.~~
- ~~8. The Relief Operators shall be given first opportunity to operate the Water Treatment Plant when coverage is required for the regular Water Treatment Plant Operators.~~

~~This letter shall continue to be in force unless revoked by mutual consent or in the even the Employer fails to maintain the positions as referred above filled in accordance with this letter, where in either case the provisions of Article 13.01.2 will apply.~~

~~**This LOU supersedes LOU #12 dated August 28, 2018.**~~

**LETTER OF UNDERSTANDING #24  
BETWEEN  
THE CORPORATION OF THE CITY OF PRINCE ALBERT  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 160**

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WHEREAS the City of Prince Albert and Canadian Union of Public Employees Local #160 have agreed to establish the hours of work and rate of pay for the new casual classifications of ~~Janitor / Event~~ **Janitor/Event** Worker.

NOW THEREFORE, the parties agree as follows:

The rate of pay for the position of ~~Janitor / Event~~ **Janitor/Event** Worker I shall be as established in Schedule ~~'A'~~ **"A"**.

- a. The Janitor/Event Worker I job description will be modified to include the "Ability to operate small motorized equipment". In recognition of this job description modification, the Janitor/Event Worker I rate of pay will receive a \$0.50 per hour pay increase effective January 1, 2009.
- ~~b. The position of Janitor Event Worker II will be phased out through attrition and will not be refilled after the incumbent(s) voluntarily terminate.~~
- ~~b.~~ b. The hours of work shall not exceed forty (40) hours per week, and shall not exceed ten (10) hours per day. They shall receive a one-hour unpaid meal break at a time scheduled in advance by the Manager. Minimum shift length shall be four (4) hours.
- ~~c.~~ c. Schedules shall be issued two (2) weeks in advance and are subject to change by reason of necessity. Changes to schedules require **forty-eight (48) hours'** advance notice.
- ~~d.~~ d. Shift Differential as per Schedule "B" 1) of this ~~collective agreement~~ **Collective Agreement** shall apply to these classifications.
- ~~e.~~ e. A call list shall be created. The call list shall be established and administered based on seniority. A separate, non-permanent seniority list shall be prepared for Janitor/Event Worker 1s and supplied to the Union on September 1 and March 1 of each year for the purpose of establishing the order of call in for available hours.

This LOU supersedes LOU #24 date August 28, 2018.

**LETTER OF UNDERSTANDING #37**  
**BETWEEN**  
**THE CORPORATION OF THE CITY OF PRINCE ALBERT**  
**AND**  
**CUPE LOCAL # 160**

WHEREAS the City of Prince Albert and Canadian Union of Public Employees Local #160 have agreed to the addition of the position of Arenas/Facilities Maintenance Person.

NOW THEREFORE, the parties agree to the following:

1. The job description will include the following reference:
  - a. Under Special Conditions – Attain and possess a Chlorine Gas Ticket if required to do so.
  
2. Hours of work shall be as follows:
  - a. April – August Schedule
    - Tuesday – Saturday, 7:30 a.m. to 5:00 pm.
    - Tuesday & Wednesday – Facilities Maintenance
    - Friday & Saturday – Arenas Maintenance
    - Thursdays – alternate between Facilities and Arenas
    - Last two weeks in July and August, 1:30 p.m. to 10:00 p.m. – Arenas Ice Making
  - b. September – March Schedule
    - Tuesday – Thursday, 7:30 a.m. to 5:00 p.m.
    - Tuesday & Wednesday – Facilities Maintenance
    - Thursdays – alternate between Facilities and Arenas
    - Friday & Saturday, 1:30 p.m. to 10:00 p.m. – Arenas Maintenance
  
3. Applicable Maintenance II rate of pay will apply for all hours worked as per the above schedule. Shift Differential ~~of \$1.00~~ **as per Schedule "B" #1** per regular hour worked will apply for hours worked on Saturday and outside the hours of 7:30 a.m. and 5:00 p.m.
  
4. The position will be posted as a Casual position ~~for 2018~~.
  
- ~~5. Management will review the position prior to budget in the fall of 2018 to determine the ongoing status of the position.~~

This LOU supersedes LOU#37 dated February 7, 2017.

**LOU #38**

***Incorporate language into the Collective Agreement.***

**Schedule "A1" – Rates of Pay – Permanent**

<b>Classification</b>	<b>Start Rate</b>	<b>After 1 Year Rate</b>	<b>After 2 Year Rate</b>
Eng. Tech II	\$27.68	\$29.18	\$30.68
Eng. Tech III	\$30.18	\$32.18	\$34.68

**Schedule "A2" – Rates of Pay – Casual/Part-Time**

<b>Classification</b>	<b>Without 800 hours</b>	<b>After 800 hours</b>	<b>After 1040 hours</b>	<b>After 2080 hours</b>	<b>After 4160 hours</b>
Eng. Tech II	\$24.91	\$26.30		\$27.72	
Eng. Tech III	\$27.16	\$28.67			

***RE-SIGN ALL OTHER LOUs***

**Re-introduction of Airport Supervisor position.**

**Employees working full-time hours in a casual position for the full calendar year shall be provided benefits effective date of ratification.**

**Ratification of the tentative agreement shall be completed within three (3) weeks of this Agreement.**

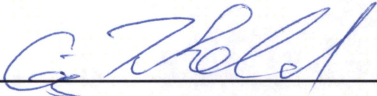
**If ratified by both the Union and the City, the Union will withdraw ULP applications SLRB 049-24 and 050-24.**

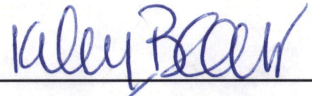
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SIGNED THIS 9 DAY OF April, 2024.

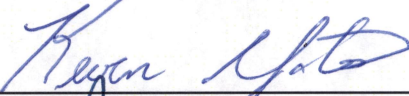
ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 160

ON BEHALF OF  
THE CORPORATION OF THE CITY  
OF PRINCE ALBERT

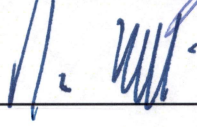
  
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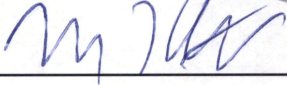
  
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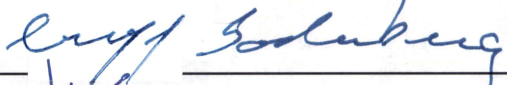
  
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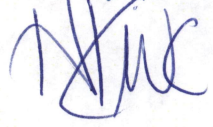
  
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# City of Prince Albert

**RPT 24-119**

**TITLE:** Federal Lobbying Initiative-Prince Albert Event Centre

**DATE:** April 18, 2024

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

1. That Douglas B. Richardson of W Law Office be hired as a consultant to lobby the Federal Government for funding to construct a new Event Centre at a maximum cost of \$95,000 to be funded from the Recreation Centre Reserve; and,
2. That the Mayor and City Clerk be authorized to execute a Personal Service Agreement and any applicable documents on behalf of The City, once prepared.

**ATTACHMENTS:**

1. Federal Lobbying Initiative-Prince Albert Event Centre (RPT 24-101)

Written by: Aquatic & Arenas Recreation Project Fundraising Committee





In the hope of receiving required funding for the Prince Albert Recreation Centre, the City decided to switch the Phases of the project to first construct the new Aquatic and Twin Ice Arenas as Phase 1 and then the Event Centre as Phase 2. A new application was then submitted with the anticipated cost of the facility being \$60 million.

The City received the requested funding in 2020 through ICIP for the construction of Phase I – Aquatic and Twin Ice Arenas of the Prince Albert Recreation Centre.

In June of 2022, the City received bids for the construction of the Aquatic and Twin Ice Arenas. Due to inflationary pressures and supply chain reductions following Covid, the lowest bid was 35% above the pre-tender estimate of the facility. With the total project cost of the Aquatic and Twin Ice Arenas reaching \$117 million, the City was required to borrow additional monies to complete the construction of the project. The money that was required to be borrowed for the Aquatic and Twin Ice Arenas was money that was originally to be utilized to assist with the construction of Phase 2 – Event Centre.

The Aquatic and Twin Ice Arenas is currently under construction on budget and on time. The projected construction completion is December, 2024.

The City began detailed design of Phase 2 – Event Centre in 2021, with the finalizing of that design being completed this month.

With the completion of the detailed design for the Event Centre and the projected completion of construction for the Aquatic and Twin Ice Arenas, the City is now in a position to move forward quickly with securing funding from the Federal and Provincial Governments for the Event Centre.

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

To proceed with the construction of Phase 2 – Event Centre of the Prince Albert Recreation Centre, the City requires funding dollars from the Federal and Provincial Governments, as the City is nearing the maximum amount of dollars it wishes to borrow for this specific project. Even though, the City has recently reached out to the Federal Government to request that the next generation of federal infrastructure programs are flexible in the types of projects that are eligible for funding, such as the construction of a facility that serves junior hockey teams, which promote tourism, we are still uncertain of our ability to secure funding from the Federal Government for the Event Centre.

Due to these requirements and uncertainties, the City requires assistance to lobby the Federal Government for more funding dollars.

Through the City's Fundraising Consultant, it has been suggested that securing an individual that may be able to lobby the Federal Government could be of great assistance to the City.

Doug Richardson was an individual suggested to the City that has considerable experience in this type of lobbying with the Federal Government. A short bio for Mr. Richardson is attached. To note a few, Mr. Richardson has successfully lobbied the Federal Government on behalf of the Meewasin Valley Authority and Intervac – International Vaccine Centre.

In discussions with Mr. Richardson, the City feels confident he will provide the following scope of work:

- Exercise strategic leverage of the best professional advocacy, networking, access and influence of key federal decision makers to promote federal funding contribution approval for the Project;
- Immediate contractor attendance to Prince Albert to receive, from key municipal personnel and community advocates, Project briefing and history of Project, including prior City-to-Federal funding applications and outcomes;
- Identify and evaluate any and all federal funding programs applicable to the Project, complete with analysis of application channels and qualifying prerequisites;
- Identify and establish relationships and channels of communication with key federal funding decision makers;
- Provide analysis and advice as to a realistic federal funding target for the Project;
- Identify impediments and factors favourable to successful federal funding application(s) for the Project; and,
- Provide to the City a recommended strategic action plan in writing, with strategy schedule, toward the objective of achieving approval for the targeted federal funding contribution to the Project.

#### **CONSULTATIONS:**

Through the City's Fundraising Consultant, the Aquatic and Arenas Recreation Project Fundraising Committee, along with myself, met with lobbyists to review the scope of work that could be provided in relation to this opportunity.

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

Following approval of this opportunity, the City Manager will meet with Mr. Richardson and provide all necessary documentation to assist Mr. Richardson to move forward with the scope of work that has been determined.

In addition, regular updates will be provided to the Aquatic and Arenas Recreation Project Fundraising Committee as to the lobbying efforts taking place.

**FINANCIAL IMPLICATIONS:**

The remuneration, fees and services for the lobbying efforts is estimated to a maximum of \$95,000 as follows:

- Professional services for Mr. Richardson at \$500 per hour for approximately 15 hours per month for a 6 month term and for trip(s) to Ottawa;
- Modest expenses; and,
- Travel, meal and accommodation expenses for trip(s) to Ottawa for individuals authorized by the City Manager for the support of lobbying efforts.

The costs will be funded from the Recreation Centre Reserve, which receives annual funding from Yard District taxation and building permits, along with Development levies to be paid. This Reserve also receives funding from borrowing, fundraising and the Civic Facilities Levy. The fund pays for all construction, design, project management, interest and fundraising costs. The fund is currently being established as approved during budget and the balance for 2023 is being calculated as part of the year end audit.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There is no policy or privacy implications, options to recommendation, official community plan implementation strategies or other considerations.

**STRATEGIC PLAN:**

This report supports the following:

- Strategic Priority of Building a Robust Economy and specifically the Economic Diversity and Stability Area of Focus with Council Direction to develop and maintain new and existing amenities and infrastructure; and,
- Strategic Priority of Building a Robust Economy and specifically the Population Growth Area of Focus with Council Direction to promote the positive economic development outcomes generated through this plan so new residents will be attracted to Prince Albert.

**PUBLIC NOTICE:**

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

**PRESENTATION:** Sherry Person, City Manager

**ATTACHMENTS:**

1. Douglas B. Richardson Bio

Written by: Sherry Person, City Manager

Approved by: City Manager



## **Douglas B. Richardson, K.C.** Of Counsel

### **Education**

- Bachelor of Laws, University of Saskatchewan, 1975
- Admitted to the Saskatchewan Bar in 1976
- Bachelors of Human Justice, University of Saskatchewan, 2019
- Juris Doctor, University of Saskatchewan, 2023

Douglas Richardson, K.C. has practised law in Saskatchewan for over 40 years. Prior to joining W Law, Doug was a long-time partner and past Chair of one of the largest law firms in the Province.

Early in his legal career, Doug undertook basic criminal defence work, acted for children seized by the Department of Social Services, was counsel with Robert McKercher, K.C. in the creation of the Saskatchewan Indian Gaming Authority, and worked on the attempted acquisition of the St. Louis Blues as an NHL franchise for Saskatoon.

Doug also assisted on the privatization of The Potash Corporation of Saskatchewan and three of Saskatchewan's most significant commercial land developments—Saskatoon's Downtown Scotia Center, the River Landing project, and the country's first Urban Reserve. For over a decade, Doug was the named Counsel to the University of Saskatchewan and in that capacity, he played a lead role in bringing the Canadian Light Source Synchrotron – one of Canada's largest science projects – to our Campus.

On two occasions, totaling almost 5 years, Doug left practice to work in Ottawa and his last mandate was as a Chief of Staff to a former Canadian Prime Minister.

Doug has volunteered in countless capacities within our community. He is a past Chair of Saskatoon's Persephone Theatre, has raised significant funds for over 20 charities, and is presently advising the Vaccine Infectious Disease Organization (VIDO) on the development of Canada's National Pandemic Center.

Doug has been the recipient of three Queen's Jubilee medals, is a former Board Member of SaskTel and SGI, and was named one of the ten most influential people in the Prairies.



**RPT 24-121**

**TITLE:** Supplemental Report - Federal Lobbying Initiative - Prince Albert Event Centre

**DATE:** April 21, 2024

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

1. That the City engage through W Law Group LLP, on the terms of the Consulting Services Agreement attached, the professional services of Douglas B. Richardson, K.C. to promote and lobby the Federal Government for approval of funding contribution toward the construction of a new Event Centre, and to provide such confidential legal consultation, advice and services as are therefore required;
2. That the Mayor and City Clerk be authorized to execute on behalf of the City the Consulting Services Agreement attached, and any applicable documents; and,
3. That the City authorize the expenditure of the costs contemplated in the Consulting Services Agreement, and the additional travel expenses of the necessary local delegation needed to support the lobby initiative, to a maximum combined cost of \$95,000 to be funded from the Recreation Centre Reserve.

**TOPIC & PURPOSE:**

The purpose of this report is to supplement and clarify RPT 24-101 – Federal Lobbying Initiative – Prince Albert Event Centre to the Aquatic and Arenas Recreation Project Fundraising Committee dated April 10, 2024, circulated to City Council on the April 22, 2024 Agenda for consideration.

**BACKGROUND:**

The Initial Report explained the background of the City's Applications and past efforts to secure Federal Government funding for a Prince Albert Events Centre and the rationale for the recommendation that the City at this time resource a Federal Government lobbying initiative for this purpose from its Recreation Centre Reserve.

The recommendation in the Initial Report contemplated that the City's resourcing of a Federal Government lobbying initiative would involve both (i) the cost of engaging senior legal counsel Mr. Douglas B. Richardson, K.C. under a professional services agreement, as well as (ii) the costs of additional travel expenses to Ottawa for a local delegation necessary to provide the local representation essential to the lobby initiative.

In identifying the maximum cost for the recommended approval, the Initial Report did not make it clear that the \$95,000 maximum approval sought was to cover costs for both these purposes.

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

This Supplementary Report, and the attachment of the proposed Consulting Services Agreement, is to provide clarification that the terms and costs of the Agreement with senior legal counsel contemplates the expenditure of professional fees up to, but not to exceed, \$45,000 over a 6 month maximum contract term (\$500/hr x maximum 15 hours service per month), unless approved in advance by the City. Approval of extra service hours would be anticipated only in circumstances of extended meeting days during one or potentially two consultant trips to Ottawa.

Over and above these contract costs contemplated for the senior legal counsel lobbyist, the total \$95,000 maximum expenditure allocation recommended in the Initial Report would also cover travel expenses for a local delegation necessary to represent the City in personally advocating for the local project funding at meetings to be arranged at Saskatchewan locations and in Ottawa.

The Initial Report, and the wording of the Recommendation in the Initial Report, did not make this clear. A clarifying Recommendation is therefore provided in this Supplemental Report.

### **CONSULTATIONS:**

The City Solicitor has been consulted in regard to the City's Purchasing Policy and its obligations under *The Cities Act*. We are advised that should City Council support the Recommendation, it is compliant with *The Cities Act* and Council's authorities under section 154, and with the City's Purchasing Policy, in consideration of the City's Application history for the Project, the legal implications and context of the professional services required, the relation to revenue generation, and the value of the consulting services agreement being less than \$75,000.

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

Following approval of this opportunity, the City Manager will meet with Mr. Richardson and provide all necessary documentation to assist Mr. Richardson to move forward with the scope of work that has been determined.

In addition, regular updates will be provided to the Aquatic and Arenas Recreation Project Fundraising Committee as to the lobbying efforts taking place.



**FINANCIAL IMPLICATIONS:**

The financial implications are outlined above and attached in regards to both the Consulting Services Agreement and travel expenses for local delegates.

The costs will be funded from the Recreation Centre Reserve, which receives annual funding from Yard District taxation and building permits, along with Development levies to be paid. This Reserve also receives funding from borrowing, fundraising and the Civic Facilities Levy. The fund pays for all construction, design, project management, interest and fundraising costs. The fund is currently being established as approved during budget and the balance for 2023 is being calculated as part of the year end audit.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There is no policy or privacy implications, options to recommendation, official community plan implementation strategies or other considerations.

**STRATEGIC PLAN:**

This report supports the following:

- Strategic Priority of Building a Robust Economy and specifically the Economic Diversity and Stability Area of Focus with Council Direction to develop and maintain new and existing amenities and infrastructure; and,
- Strategic Priority of Building a Robust Economy and specifically the Population Growth Area of Focus with Council Direction to promote the positive economic development outcomes generated through this plan so new residents will be attracted to Prince Albert.

**PUBLIC NOTICE:**

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

**ATTACHMENT:**

1. Consulting Services Agreement

Approved by: City Manager

# CONSULTING SERVICES AGREEMENT

**BETWEEN:**

**W LAW GROUP LLP,**

(A professional legal partnership registered under the laws of the Province of Saskatchewan, having its offices in the City of Saskatoon, Saskatchewan.)

(hereinafter referred to as “**the Consultant**”)

**AND:**

**THE CITY OF PRINCE ALBERT**

(A municipal corporation incorporated pursuant to *The Cities Act*, Statutes of Saskatchewan, in the Province of Saskatchewan.)

(hereinafter referred to as “**the City**”)

**1. BACKGROUND:**

1.1 The Parties wish to enter into this consulting services agreement for the purposes of promoting significant Government of Canada (“**GoC**”) funding contribution support for approval of the Prince Albert Events Centre Project (“**the Project**”), and to that purpose conducting outreach to GoC.

1.2 The Consultant will specifically assign and provide to the City the contract services of Douglas Richardson, K.C. of Saskatoon, Saskatchewan (“**Richardson K.C.**”) to perform for the Consultant the Scope of Work and the Consultant Services described in this Consulting Services Agreement (“**this Agreement**”).

**2. PERFORMANCE QUALIFICATIONS:**

2.1 The Consultant covenants and represents that the Consultant through Richardson K.C. will:

(a) for the Consultant and/or Richardson K.C., comply fully and completely with all registration and other requirements of the Office of the Commissioner of Lobbying of Canada and, without limitation, in respect of the GoC Lobbyists Registration System, necessary for the performance of this Agreement and the covenants and Scope of Work contemplated herein; and

(b) identify and facilitate compliance with any and all requirements of the Office of the Commissioner of Lobbying of Canada and its GoC Lobbyists Registration System as it may pertain to any City officials, representatives or community persons engaged or cooperating with the Consultant in their promotion and activities soliciting GoC funding contribution approval for the Project.

**3. AGREEMENT TERM**

3.1 The Agreement shall commence effective Friday, April 19, 2024 and continue up to and until its expiry on October 19, 2024 or sooner as may be provided for in this Agreement (“**the Term**”).

3.2 This Agreement may be terminated earlier than October 19, 2024 by either Party giving

thirty (30) days prior written notice to the other Party.

3.3 This Agreement may be terminated at the option of the other Party should either Party be in substantial breach of the performance of its covenants under this Agreement.

3.4 As may be determined by the Parties to be necessary, the continuing relationship in support of GoC funding opportunities for the Project beyond the Term may be mutually agreed.

#### **4. SCOPE OF WORK/CONSULTING SERVICES:**

4.1 The Consultant through Richardson K.C. will:

- (a) exercise and provide leadership through Richardson K.C.'s best professional advocacy, networking, access to and influence of key GoC decision makers to promote GoC funding contribution approval for the Project.
- (b) provide such confidential legal consultation, advice and services as are required for the effective and lawful delivery of the scope of work and consulting services delineated in this Agreement.
- (c) forthwith attend at the City of Prince Albert, as can be arranged with the City Designate (as hereinafter designated), to receive from key City officials, personnel and community advocates a Project briefing and history of the Project, including all relevant information necessary to Richardson K.C. on regarding prior City funding applications to GoC and related outcomes of such applications.
- (d) identify to and for the City and evaluate any and all current and prospective GoC funding programs applicable to the Project, complete with analysis of application channels and qualifying prerequisites.
- (e) identify and establish relationships and channels of communication with key GoC funding decision makers in respect of the Project.
- (f) provide to and for the City analysis and advice as to a realistic GoC funding target for the Project.
- (g) identify impediments and factors favourable to successful GoC funding application(s) for the Project.
- (h) by May 15, 2024, provide to the City a recommended strategic action plan in writing, with a strategy schedule, toward the objective of achieving for the City approval for the targeted GoC funding contribution to the Project.
- (i) provide timely advice with respect to City application(s) intended for submission to GoC for GoC contribution approval for the Project.

#### **5. PERFORMANCE OF CONSULTING SERVICES:**

5.1 The Consultant, through Richardson K.C., will, without limitation, in the delivery of

Consulting Services and in performance of covenants under this Agreement:

- (a) identify and schedule strategic meetings between GoC officials and City officials, representatives, and/or Project proponents from the local community.
- (b) prepare all City representative meeting attendees for meetings and presentations with GoC officials.
- (c) provide strategic advice and contribution to the development of all communications, communication products, presentations, media relations, and Project promotional materials for presentation to GoC.
- (d) identify, meet and work with strategic stakeholders internal to and external to GoC who have potential to provide positive influence in support of a GoC funding contribution approval for the Project.
- (e) make best efforts by way of advocacy, networking and influence to promote the interests of the City in respect of the Project and GoC funding contribution to the Project.
- (f) act diligently, honestly, loyally and in good faith toward the City, its officials and its Project interests.
- (g) ensure that each and all of its consulting services provided to the City are at all times in compliance with applicable law(s) and regulation(s).
- (h) perform the services in this Agreement in accordance with the standards of care, skill and diligence of an experienced professional in the Consultant's field, and in a competent and efficient manner.

5.2 This Agreement shall be interpreted, construed and enforced and the Parties shall be governed by and be subject to the laws of the Province of Saskatchewan and of the laws of Canada as are applicable.

**6. REMUNERATION: CONSULTING FEES AND EXPENSES:**

6.1 The City shall pay, within twenty (20) days of the Consultant's periodic invoicing through the Term, consulting fees equivalent to \$500.00 per each hour of recorded service provided by Richardson K.C. under the terms of this Agreement. Charges regarding the \$500.00 per hour professional rate shall be all inclusive of all services provided by or delivered through the Consultant in performance of this Agreement.

6.2 The Consultant shall not provide services or invoices for services covering any consecutive thirty (30) day period during the Term exceeding fifteen (15) hours unless approved in writing in advance by the City Designate.

6.3 In addition to the hourly fee for the professional services of Richardson K.C., the City shall reimburse reasonable and related out-of-pocket expenses incurred by Richardson K.C. upon invoicing with documented verification of the expenses so incurred. Subject to Articles 6.4 and 6.5 below, cumulation daily expenses exceeding \$100 must be approved in writing in advance

by the City Designate.

6.4 Any air travel for Richardson K.C. or in relation to the performance of the services in this Agreement shall be booked through the City.

6.5 Notwithstanding 6.3 above, the City acknowledges that it is understood that the implementation of the strategic action plan referred to in Article 4.7 above, will contain travel and other expense implications exceeding the costs contemplated in 6.3, the estimate for which will be subject to the prior approval in writing of the City Designate.

## **7. DIRECT REPORTING:**

7.1 All City communications with the Consultant and with Richardson K.C. in the performance of this Agreement shall be directly with Richardson K.C. All communications with the City in performance this Agreement shall be made through Richardson K.C. to the City Designate, and to any such further persons identified and authorized in writing by the City Designate.

7.2 For purposes of this Agreement the City Designate will be Sherry Person, City Manager or in her absence her authorized designate appointed by her from Administration.

## **8. CONFIDENTIALITY**

8.1 Each Party to this Agreement shall expressly identify the information and/or documentation that it shares with the other Party as Confidential Information, and having done so, such documentation and/or information for purposes of this Agreement will be considered Confidential Information.

8.2 The Parties hereby acknowledge that all Confidential Information disclosed during the Term of this Agreement to the other remains the exclusive property of the disclosing Party and, consequently, the receiving Party acknowledges that any unauthorized disclosure thereof may be seriously prejudicial to the disclosing Party.

8.3 Neither the Consultant, Richardson K.C., nor the City shall disclose to any third party any Confidential Information of the disclosing Party unless with the express and written authorized consent of the disclosing Party, or unless the disclosure is demonstrably necessary to promote the objectives of this Agreement.

8.4 The Consultant, Richardson K.C. and the City agree that at the expiry of this Agreement or extension thereof, any Party having received Confidential Information from the other, shall, upon request of the disclosing Party, return all such property, documentation and/or Confidential Information provided by the disclosing Party, including, but not limited to, any and all reproductions thereof, without retaining any copy thereof in whole or in part.

## **9. MUTUAL REPRESENTATIONS AND ACKNOWLEDGMENTS:**

Each PARTY hereby represents and warrants the following:

9.1 **Authority.** It has full right, power, and authority to enter into this Agreement and to perform all of its duties and obligations hereunder and there are no contractual or legal restrictions prohibiting it from carrying out this Agreement.

9.2 **Binding Agreement.** This Agreement represents a legal, valid and binding agreement enforceable against it.

9.3 **Not a Nominee.** Each Party is acting on its own behalf and is not a nominee, undisclosed agent or representative of a third-party.

9.4 **Fundamental Provisions.** The Parties each state and acknowledge that the fundamental provisions of this Agreement have not been imposed by either of the Parties and that they were freely negotiated between them, and each Party declares itself satisfied as to their reasonableness.

9.5 **Disclosure of Relevant Information.** The information provided by it to the other Party prior to or simultaneously with the signing of this Agreement is true, accurate and complete. It has not failed to disclose any information about its legal or financial status or its activities that would deter the other Party, acting reasonably, from entering into this Agreement or which would vary the terms and conditions thereof.

**10. GENERAL PROVISIONS:**

10.1 **Contractor:** Each acknowledge and agree that the Consultant and Richardson K.C. are contractors independent of the City of Prince Albert, and neither are subject to any agency or employment relationship or contract of employment with the City.

10.2 **No Assignment.** Neither Party can or will assign or purport to assign this Agreement or any of the covenants or rights hereunder unless with the express written authority of the other Party.

**THIS AGREEMENT** executed this \_\_\_\_\_ day of April, 2024 by and on behalf of W Law Group LLP, at the City of Prince Albert, in the Province of Saskatchewan.

**W LAW GROUP LLP**

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

**Douglas Richardson, K.C.,**  
As authorized signing authority  
for W Law Group LLP.

**THIS AGREEMENT** executed this \_\_\_\_\_ day of April, 2024 by and on behalf of the City of Prince Albert, at the City of Prince Albert, in the Province of Saskatchewan.

*(Municipal Seal)*

**CITY OF PRINCE ALBERT**

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

**Mayor**

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

**City Clerk**



# City of Prince Albert

**RPT 24-90**

**TITLE:** Deputy Mayor Appointment Changes

**DATE:** **March 25, 2024**

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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## **RECOMMENDATION:**

That the Deputy Mayor Appointment Schedule be amended as follows:

Councillor D. Solomon  
Councillor D. Ogradnick

May 16, 2024 – August 15, 2024; and,  
August 16, 2024 – November 13, 2024.

## **TOPIC & PURPOSE:**

The purpose of this report is to approve an amendment to the Deputy Mayor Appointment Schedule from May 16, 2024 to November 13, 2024.

## **BACKGROUND:**

In accordance with Section 40 of the Procedure Bylaw No. 23 of 2021, City Council shall appoint from the Councillors a Deputy Mayor for a three (3) month term. The appointments are alphabetic by last name, starting with the most current consecutive terms in office, followed by the Councillor(s) having the next most current consecutive terms in office, and so on, until all Councillors, including newly elected, have been designated.

The Bylaw also states that Council may, by resolution, allow members to change places with another member, but only with the mutual consent of each member.

The Deputy Mayor performs the duties of the Chair during Executive Committee meetings and the Mayor, if the Mayor is unable to perform the duties of his office.

**PROPOSED APPROACH AND RATIONALE:**

City Council, at its meeting on February 13, 2023, approved the Deputy Mayor Appointment Schedule as follows:

Councillor C. Miller	February 16, 2023 – May 15, 2023;
Councillor B. Edwards	May 16, 2023 – August 15, 2023;
Councillor T. Lennox-Zepp	August 16, 2023 – November 15, 2023;
Councillor D. Ogrodnick	November 16, 2023 – February 15, 2024;
Councillor T. Head	February 16, 2024 – May 15, 2024;
Councillor D. Kilmer	May 16, 2024 – August 15, 2024; and,
Ward 8 Councillor	August 16, 2024 – November 13, 2024.

City Council, at its meeting on November 27, 2023, approved the amendment to the Deputy Mayor Appointment Schedule as follows:

Councillor D. Kilmer	November 16, 2023 – February 15, 2024;
Councillor T. Head	February 16, 2024 – May 15, 2024;
Councillor D. Ogrodnick	May 16, 2024 – August 15, 2024; and,
Councillor D. Solomon	August 16, 2024 – November 13, 2024.

Councillor Ogrodnick has requested to the Mayor the possibility of changing places with Councillor Solomon, in order to accommodate his schedule due to personal reasons.

**CONSULTATIONS:**

Councillor Ogrodnick discussed this matter with the Mayor. Councillor Solomon has agreed to move up his assigned duties as Deputy Mayor in order to accommodate Councillor Ogrodnick's request.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

The City Clerk's Office will ensure that the revised schedule of Deputy Mayor Appointments is communicated to the necessary Departments to ensure payment for Deputy Mayor duties and for the scheduling Deputy Mayor Appointments, upon approval of City Council.

**POLICY IMPLICATIONS:**

The Procedure Bylaw No. 23 of 2021 sets out the Deputy Mayor Appointments, as indicated within the Background Section of this report. The Bylaw allows for City Council by resolution to alter scheduling for Deputy Mayor Appointments, with the mutual consent of the affected Councillors.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no other options to the recommendation, financial, or privacy implications, Official Community Plan implementation strategies, or other considerations.



**STRATEGIC PLAN:**

The information within the report aligns with the following Strategic Priority:

Delivering Professional Governance:

“Engaged Government – Increase teamwork, trust and communication between and amongst City Council and Administration”

**PUBLIC NOTICE:**

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

Written by: Terri Mercier, City Clerk

Approved by: City Manager



**RPT 24-104**

**TITLE:** Election Bylaw Amendment - Nomination Day

**DATE:** April 16, 2024

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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**RECOMMENDATION:**

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

**TOPIC & PURPOSE:**

The purpose of this report is to approve an amendment to the Election Bylaw to rescind the previous amendment approved under Bylaw No. 8 of 2024 which established the nomination day at seven weeks before Election Day.

**BACKGROUND:**

As you are aware, the next General Municipal and School Boards Election is scheduled for Wednesday, November 13, 2024. In preparation for the upcoming election, previous reports were considered by the Executive Committee on January 29, 2024, and subsequently at the March 4, 2024 City Council meeting. At that time, amendments were approved to the City's Election Bylaw No. 9 of 2020 with respect to the General Election Section within the Bylaw, regarding an increase in the deposit for candidates' nomination fee as well as establishing the Nomination Day to seven weeks prior to the election. The consolidated Bylaw is attached for your reference.

Section 73 of *The Local Government Election Act, 2015 (LGEA)* states the following in relation to Nomination Day for Cities and School Divisions:

*"73(1)(a) Nomination day is the fifth Wednesday before election day; or  
(2) Notwithstanding clause 1(a), a municipality may, as part of its general election bylaw adopted pursuant to section 9.1, establish a nomination day that is up to 7 weeks before election day."*

Following approval of the Bylaw amendment, as noted above, Nomination Day was set for 7 weeks prior to Election which is September 25, 2024.

**PROPOSED APPROACH AND RATIONALE:**

Since the March 4<sup>th</sup> City Council's approval of the Bylaw amendment for the Election Bylaw No. 9 of 2020, concerns have been raised from the School Boards with respect to the Nomination day being changed from 5 to 7 weeks for the In-City School Board Elections. The Saskatchewan Association of School Board Officials has inquired with the Government of Saskatchewan on this new legislative amendment as it applies to school board elections. The option to move Nomination Day from 5 weeks to up to 7 weeks is only an option for municipalities under Section 73(2) of the *LGEA*.

Following receipt of these concerns, I requested the City Solicitor to provide a legal interpretation on the relevant Sections of the Act pertaining to the City conducting the In-City School Boards Election to ensure that the City had legal authority to move the Nomination Day.

The City Solicitor has advised that the City does have legal authority under its Election Bylaw to move the nomination date back from 5 weeks to 7 weeks for the school board elections it will be conducting. Further, the setting of the nomination date at 7 weeks in section 7 of the City's Election Bylaw has lawful effect and application to all candidates of elections conducted by the City's Returning Officer, applying to all potential municipal and school board candidates intending to run in elections conducted by the Returning Officer.

Section 46 of the *LGEA* outlines the provisions that the City Clerk (Administrator) is the Returning Officer for the School Boards Elections. I can confirm that both School Boards passed a motion to that effect, appointing the City Clerk as the Returning Officer to conduct the 2024 In-City School Boards Election.

The Nomination Date, as outlined in the City's Election Bylaw, is legally valid and binding on all municipal and school board candidates who are running in general elections conducted by the City's Returning Officer. However, in these circumstances, since the School Boards are running the out-of-City school board elections, and the Nomination Day must remain at 5 weeks prior to Election Day, it would be more efficient to have the Nomination Days for the entire School Board area to be set on the same date. School Board elections could be inconsistent inside and outside the boundaries of Prince Albert, where other municipalities have their Administrators acting as Returning Officers in the same election for polls located outside of the City. It is recommended that City Council reconsider the value of the additional 2 weeks between Nomination Day and the Election date against the value of avoiding inconsistent Nomination Dates for both the Prince Albert Catholic School Board and Saskatchewan Rivers School Division Board elections held inside and outside of the City.

The Bylaw amendment was requested originally as it would provide the Returning Officer the ability to have adequate time to properly ensure the accuracy of ballots, testing equipment, training staff and other procedures are completed prior the start of advance polls. Additional time to prepare between Nomination day and Election day would be very helpful in the election process, specifically if a second Call for Nomination is required in any of the races.

While there are some advantages to having an extra 2 weeks to prepare for the election, it is seen as an inconsistency to the application of the Nomination Day throughout Saskatchewan municipalities and school divisions. It is important to ensure the public and potential candidates are provided easy to understand rules and procedures on the Nomination process and clear deadlines dates on when Nominations would be accepted.

Therefore, it is proposed to rescind the establishment of Nomination Day of 7 weeks prior to Election Day and simply adhere to the legislation outlined in Section 73(1)(a) of the LGEA, with 5 weeks prior to Election Day, with the Nomination Day being October 9, 2024.

**CONSULTATIONS:**

Consultations with the City Solicitor were completed in order to obtain a legal interpretation of the particular Sections within the LGEA that apply to the appointment of Returning Officer and Nomination Day.

Additionally, I spoke with the Chief Financial Officers of both School Divisions to obtain clarity on the potential challenges and impacts to their election planning in changing the Nomination Day.

**COMMUNICATION AND/OR ANNOUNCEMENT PLAN:**

Following City Council's consideration on the requested Bylaw amendment, the City Clerk's Office will proceed with the duties and responsibilities outlined in the *LGEA* to ensure the success of the upcoming Municipal and School Boards Election. This will include completing the Nomination Packages and website updates to ensure nominees can access the required documentation and election materials.

The Returning Officer will schedule organizational meetings over next few months, including with the Communications team to ensure advertising requirements are met and effective messaging is communicated to the public regarding the Municipal and In-City School Boards Election.

**POLICY IMPLICATIONS:**

The City and School Boards are legislated to adhere to the requirements outlined in the LGEA and Regulations when conducting elections. In addition, the City has adopted Election Bylaw No. 9 of 2020, which affects Policy decisions, such as the process for mail-in ballots and using electronic vote counting tabulators.

**OTHER CONSIDERATIONS/IMPLICATIONS:**

There are no options to the recommendation, financial implications, privacy implications, strategic plan or official community plan.

**PUBLIC NOTICE:**

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

**ATTACHMENTS:**

1. Bylaw No. 16 of 2024
2. Election Bylaw No. 9 of 2020 - Consolidated version

Written by: Terri Mercier, City Clerk  
Approved by: City Manager

# CITY OF PRINCE ALBERT BYLAW NO. 16 OF 2024

*A Bylaw of The City of Prince Albert to amend Election  
Bylaw No. 9 of 2020, as amended, with respect to  
Nomination Day.*

WHEREAS the Council of The City of Prince Albert deems it necessary to amend the General Election Bylaw No. 9 of 2020, as amended, to rescind the extension of time for Nomination Day.

WHEREAS, pursuant to Section 73(2) of the Local Government Election Act, 2015, City Council may establish a nomination day that is up to 7 weeks before election day.

WHEREAS, it is necessary to rescind the provision of establishing a nomination day that was set at 7 weeks before election day, and retain the legislated nomination day as the fifth Wednesday before election day, pursuant to Section 73(1)(a) of the Local Government Election Act, 2015; and,

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

1. That Bylaw No. 9 of 2020 be amended by deleting section 7 under General Election Procedure, in its entirety.
2. That the sections be renumbered accordingly.

3. This Bylaw comes into force and take effect, from and after the final reading thereof.

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

READ A SECOND TIME THIS DAY OF , 2024.

READ A THIRD TIME AND PASSED THIS DAY OF , 2024.

MAYOR

CITY CLERK

# CITY OF PRINCE ALBERT

# BYLAW NO. 9 OF 2020



## Disclaimer:

This consolidation is not an Official Copy of the Bylaw. Amendments have been incorporated solely for research convenience purposes only. Original Bylaw and amendments are available from the City Clerk's Office and must be consulted for purposes of interpretation and application of the law.

# OFFICE CONSOLIDATION

## ELECTION BYLAW

### BYLAW NO. 9 OF 2020

Including the Following Amendments:

**AMENDMENTS**

Bylaw No. 20 of 2020  
Bylaw No. 8 of 2024

**DATE PASSED**

August 10, 2020  
March 4, 2024



# CITY OF PRINCE ALBERT BYLAW NO. 9 OF 2020

*A Bylaw of The City of Prince Albert to provide for the use of a Vote Counting System, Mail-In Ballot Voting System and other matters in the Municipal Election.*

WHEREAS the Council of The City of Prince Albert deems it necessary to establish Election procedures in relation to Vote Counting Systems pursuant to the provisions of Subsection 90(2) of *The Local Government Election Act, 2015*.

WHEREAS it is necessary to establish a Mail-in Ballot Voting System pursuant to the provisions of Section 92 of *The Local Government Election Act, 2015*.

WHEREAS it is deemed expedient to provide for any other matters pursuant to Section 9.1 of *The Local Government Election Act, 2015*.

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

## SHORT TITLE

1. This Bylaw may be cited as the "Election Bylaw."

## PURPOSE

2. The purpose of this Bylaw is:
  - (a) to provide for the use at elections of voting machines, and other voting devices used in a vote counting system, and to authorize the form of the ballot and the procedures for voting and counting votes, pursuant to section 90 of the Act;
  - (b) to establish a mail-in ballot voting system for the purpose of receiving ballots in an election, pursuant to section 92 of the Act;
  - (c) to establish a mobile poll for the purpose of allowing voters who are unable to attend at an established polling place to vote because of a

disability or limited mobility, and the resident caregiver of that voter, pursuant to section 30 of the Act; and,

- (d) to set out any other matters required by Bylaw pursuant to Section 9.1 of the Act.

### DEFINITIONS

3. In this Bylaw:

- (a) “acceptable mark” means any mark made by an elector on a ballot which the voting machine is able to record;
- (b) “Act” means *The Local Government Election Act, 2015*;
- (c) “ballot” means a ballot paper or form designed for use in a vote counting system;
- (d) “ballot box” means the ballot box used with the voting machine for holding counted ballots;
- (e) “blank ballot” means a ballot without any votes in the voting areas as determined by a voting machine;
- (f) “deputy returning officer” means a deputy returning officer appointed pursuant to Section 48 of *The Local Government Election Act, 2015* and includes an issuing deputy returning officer, receiving deputy returning officer and supervising deputy returning officer;
- (g) “election” means an election as defined in *The Local Government Election Act, 2015*;
- (h) “election headquarters” means the municipal election office, as determined by the returning officer;
- (i) “election official” includes a returning officer, associate returning officer, deputy returning officer, poll clerk, nomination officer, and any other supervisory officers and assistants appointed pursuant to Section 47 and 48 of *The Local Government Election Act, 2015*;
- (j) “emergency ballot box” means a separate ballot box into which voted ballots are temporarily deposited if the vote tabulating unit ceases to function;
- (k) “host computer” means the computer at election headquarters containing the election software, which is used for compiling election results;

- (l) “mobile poll” means a polling place for homebound voting established under section 30 of *The Local Government Election Act, 2015*;
- (m) “over voted ballot” means a ballot on which one or more of the voting areas has more than the allowed number of acceptable marks as determined by the voting machine;
- (n) “poll book” means the register of electors who have cast their vote, which contains the list of electors, information relating to the ballot, and which has the capacity to record information relating to objections and affidavits;
- (o) “portable ballot box” means a ballot box that is used at a polling place where a voting machine is not being used;
- (p) “register tape” means the printed record generated from a voting machine that shows:
  - (i) the total number of ballots received;
  - (ii) the number of blank ballots;
  - (iii) the number of over voted ballots;
  - (iv) the number of votes for each candidate; and,
  - (v) if there is a vote on a bylaw, resolution or question, the number of votes for and against each bylaw, resolution or question;
- (q) “returning officer” means a person specified or appointed as a returning officer pursuant to Section 47 of *The Local Government Election Act, 2015*;
- (r) “secrecy sleeve” means an open-ended folder or envelope used to cover ballots to conceal the choices made by each elector;
- (s) “special poll” means a polling place established under section 29 of *The Local Government Election Act, 2015*;
- (t) “supervising deputy returning officer” means the deputy returning officer who, among other duties, supervises the designated election officials and is responsible for the conduct of all matters in the polling place;
- (u) “USB media” means a device used to store electronic information which plugs into the voting machine and into which is pre-programmed the information necessary to conduct the election and record the votes, and a mechanism to record and retain the information set out on the register tape;
- (v) “vote counting system” means a system that counts and records votes and processes and stores election results, and which is comprised of:

- (i) software programs and hardware applications including devices for the storage of electronic information;
- (ii) an voting machine that has a main ballot box for voted ballots, an emergency ballot box for the temporary storage of voted ballots, and portable ballot boxes into which voted ballots are deposited where a voting machine in not being used at the polling place, but where a voting machine is used for counting votes.
- (w) “voter-assist terminal” means a voting device used by a voter with a disability to mark a ballot by selecting a candidate using audio only voting; a touch screen; pressure sensitive paddles; punch cards; a sip/puff tube; or any other device designed to assist voters with a disability;
- (x) “voting machine” means any device that records how ballots are marked and produces election results by tabulating votes; and,
- (y) “zero register tape” means a printed register tape of all totals on the voting machine’s programmed secured USB media that indicates zero for all categories.

#### GENERAL ELECTION PROCEDURE

4. Except as modified by this Bylaw, all elections in the City of Prince Albert shall be conducted in accordance with the provisions of *The Local Government Election Act, 2015*.
5. Pursuant to section 68(1.1) of the Act, the deposit of \$250, which is required when filing the nomination paper for municipal candidates, will be returned by cheque to all candidates who are successful in retaining an elected position.
6. The City Clerk shall retain any poll books, ballots and any electronic election results data for a period of three (3) months after the day on which the election or vote on a bylaw, resolution or question has occurred, and as soon as possible thereafter, unless otherwise ordered by a judge, shall cause them to be destroyed in accordance with section 142 of the Act.
7. Pursuant to section 73(2) of the Act, the nomination day will be established at seven (7) weeks before Election Day.

(8/2024 s.1 & 2)

## VOTE COUNTING SYSTEM

8. (a) The Council of The City of Prince Albert hereby authorizes the use of an vote counting system at general elections, by-elections and votes on bylaws, resolutions or questions.
- (b) Where this Bylaw does not provide for any matter, an election to which this Bylaw applies shall be conducted as far as practicable in accordance with the *Act*.

## Form of Ballot

9. Subject to such modifications and deviations as are permitted by the *Act*, the ballot shall be a paper ballot that is substantially the same as the sample ballots as follows:
  - (a) election of a member shall be in the form set forth in Schedule "A";
  - (b) vote on a bylaw or resolution shall be in the form set forth in Schedule "B"; and
  - (c) vote on a question shall be in the form set forth in Schedule "C".

## Programming

10. (a) The USB media that is inserted into the voting machine shall be programmed so that a printed record of the following can be reproduced:
  - (i) the number of blank ballots;
  - (ii) the number of over voted ballots;
  - (iii) the number of votes for each candidate; and,
  - (iv) if there is a vote on a bylaw, resolution or question, the number of votes for and against each bylaw, resolution or question.
- (b) The USB media shall not be programmed until twenty-four (24) hours after the close of the nomination period.
- (c) Pursuant to subsection (7)(1) of *The Local Government Election Regulations, 2015*, each voting machine must be programmed to accept ballots without an override function or audible sound.

## Pre-Poll Logic and Accuracy Testing

11. Prior to the advance poll date, but no earlier than twenty-four (24) hours after the close of the nomination period, an election official shall conduct the pre-poll logic and accuracy testing required by the *Act* and *The Local Government Election Regulations, 2015*.
12. The following sets out the general testing process and procedures:
  - (a) A test deck of every ballot style is created and then marked by the election official to ensure all combinations of votes have been included and then each test deck is inserted through each voting machine.
  - (b) The test deck includes blank and over voted ballots which are also inserted into each voting machine.
  - (c) A register tape for each voting machine is printed that identifies the results from the testing.
  - (d) For each register tape, the election official conducting the testing writes the serial number of the voting machine, the date the testing was conducted and the official's initials.
  - (e) The election official conducting the testing compares the register tape for each machine to ensure that the USB media in each voting machine is accurately recording the blank ballots, over voted ballots and votes for candidates or for or against a bylaw, resolution or question as set out in the test deck of ballots.
  - (f) Where there is a programming issue with the USB media, the USB media is re-programmed and re-tested until it accurately records the test deck of ballots.
  - (g) The register tape from the testing for each voting machine and USB media and the document that sets out the test deck of ballots that were used is retained in accordance with The City's Record Retention Bylaw.
  - (h) After the testing is complete and the voting machine and USB media accurately record the ballots, the voting machines and the USB media inserted into each machine are sealed.
  - (i) In the case of where a voting machine and its USB media are not accurately recording the ballots, the machine is not used in the election.

## Security

13. (a) All voting machines shall be tracked by serial number in the delivery before, during and after the election, and voting machines and USB media shall be locked in a secure location at all times when unattended by an appointed election official.
- (b) All voting machines and USB media shall be securely sealed once they have been programmed for an election and the pre-poll logistic and accuracy testing have been completed.
- (c) All voting machines and USB media shall be secured with unique passwords that can only be accessed by assigned election officials.

## Procedure of the Poll

14. (a) All polling places where a voting machine is being used shall be supplied at least one (1) ballot box, and one (1) emergency ballot box.
- (b) The receiving deputy returning officer shall, in the presence of another election official and any candidates or candidates' agents present, cause the voting machine to print a register tape prior to the opening of the poll and display to all those present a zero total for all candidates, bylaws, resolutions or questions.
- (c) The zero total printout shall remain attached to the voting machine printer until a register tape is printed by the voting machine after the close of the poll. The zero total printout and the register tape shall be retained for the purposed of documenting the election results at the polling place.
- (d) In the event that the totals are not zero for all candidates, bylaws, resolutions or questions, the receiving deputy returning officer shall immediately notify the supervisory deputy returning officer, and utilize the emergency ballot box until the machine is replaced or repaired.
- (e) When it has been confirmed that an elector is at the correct polling place and he or she has been registered as a voter, the issuing deputy returning officer shall provide the elector with a ballot bearing the initials of an issuing deputy returning officer on the reverse side along with a secrecy sleeve.
- (f) After marking the ballot, the elector shall place the ballot in the secrecy sleeve and deliver it to the receiving deputy returning officer, who shall in the presence of the elector, and without removing the ballot from the secrecy sleeve, confirm that the ballot bears the initials of an issuing deputy returning officer at the polling place. The receiving deputy

returning officer shall allow the elector to insert the ballot into the voting machine or ensure that the elector views the receiving deputy returning officer inserting the ballot directly into the voting machine.

- (g) If, before delivery of the ballot to the receiving deputy returning officer, the elector determines that an error may have been made in marking the ballot, or the ballot is damaged for any reason, the elector may request a replacement ballot from the issuing deputy returning officer.
- (h) Upon a request under subsection (g), the issuing deputy returning officer shall issue a replacement ballot, mark the returned ballot “spoiled” and retain the spoiled ballot separately from all other ballots. Spoiled ballots shall not be counted in the election.
- (i) During any period that the voting machine is not functioning, the receiving deputy returning officer supervising the unit shall insert or allow the elector to insert all ballots into the emergency ballot box from the secrecy sleeve, and the ballots in that box shall, after the poll closes, be removed by the receiving deputy returning officer and inserted into the vote tabulating unit to be counted.
- (j) Any ballot which does not bear one of the initials of an issuing deputy returning officer at the polling place or which is damaged to the extent that it cannot be inserted into the voting machine and for which no replacement ballot was provided shall be marked “spoiled” and not counted in the election.
- (k) If a voting machine is not used at an established poll, the ballots shall be kept in the ballot box provided, and shall be counted in accordance with section 17 of this Bylaw.
- (l) The supervisory deputy returning officer assigned to a polling place shall perform a balancing check and monitor the voting machines at the polling location throughout the day during the advance poll and election day to ensure that the unused ballots and ballots that have been inserted into the voting machines along with the spoiled ballots equal the original number of ballots that were provided to the polling place.
- (m) The receiving deputy returning officer at each polling place shall monitor the voting machine to ensure that it is secure and has not been tampered.



### Accommodation of Voters with Disabilities

15. (a) Voters with disabilities are accommodated through the use of special polls, mobile polls, the mail-in ballot system, and through the procedures set out in section 123 of the Act.
- (b) The Returning Officer may provide for the use of voter-assist terminals at a polling location, if deemed appropriate.

### Advance Poll

16. (a) Voting machines shall be used at the advance poll and the voting procedures at the poll shall be the same as those set forth in section 11 of this Bylaw.
- (b) At the close of each day at the advance poll, the supervising deputy returning officer shall:
  - (i) ensure that the voting machine, the main and emergency ballot boxes, all unused ballots and other election material are secured when not in use;
  - (ii) ensure that no additional ballots are inserted into the voting machine; and,
  - (iii) ensure that the register tapes in the voting machine are not generated.
- (c) The supervising deputy returning officer at the advance poll shall at the end of voting on the final day of the advance poll:
  - (i) ensure that any remaining ballots in the emergency ballot box, if utilized, are inserted into the voting machine;
  - (ii) secure the voting machine so that no additional ballots are inserted;
  - (iii) ensure that the register tapes in the voting machine are not generated; and,
  - (iii) ensure that the voting machine, the main and emergency ballot boxes, all unused ballots and other election material are secured and delivered to election headquarters.
- (d) The register tape for the advance poll shall not be printed and the results for the poll shall not be reported until after 8:00 p.m. on election day.

Procedure for Closing the Poll on Election Day

17. After the close of polls on election day, if a voting machine has been used, the deputy returning officer shall:
  - (a) ensure that any remaining ballots in the emergency ballot box are inserted into the voting machine;
  - (b) secure the voting machine so that no more ballots can be inserted;
  - (c) generate two (2) copies, or such other number as is directed by the returning officer, of the register tape from the voting machine;
  - (d) sign the certificate portion of the register tape;
  - (e) remove the register tape from the voting machine to be placed in the designated packet;
  - (f) on request from any candidate or candidates' agent present, provide a printout of the election results from the voting machine;
  - (g) complete a ballot statement accounting for the supplied, unused, spoiled, and voted ballots;
  - (h) deliver election data to election headquarters for input into the host computer;
  - (i) prepare separate packets for unused ballots, spoiled ballots, register tape and statement of ballot account, and counted ballots;
  - (j) mark each packet with description of contents, polling place number, date of vote and receiving deputy returning officer name and seal each packet;
  - (k) place the packets, along with the poll book, into empty ballot boxes and seal; and,
  - (l) ensure delivery of the sealed ballot boxes, voting machines, USB media and all other election materials to election headquarters.
  
18. After the poll is closed on election day, if a voting machine has not been used at a polling place, a designated deputy returning officer, in the presence of another election official, shall:
  - (a) complete a statement of ballot account in accordance with subsection 16(g) of this Bylaw;

- (b) prepare separate packets for unused ballots, spoiled ballots, statement of ballot account and voted ballots;
- (c) mark each packet in accordance with subsection 16(j) of this Bylaw and seal each packet;
- (d) the packets along with the registration poll book shall be placed into empty ballot boxes and sealed;
- (e) allow all candidates and candidates' agents to attend at the place designated by the returning officer to observe the ballots being inserted into a voting machine to be counted;
- (f) deliver the sealed ballot boxes and other election material to the location specified by the returning officer where the vote ballots shall be counted using a voting machine; and,
- (g) at the location where the voted ballots will be counted using a voting machine:
  - (i) break the seal on the boxes containing the packets with the voted ballots and the statement of ballot account. The packet containing the voted ballots shall be opened to access the ballots to be counted;
  - (ii) prior to inserting the ballots into the voting machine, print a register tape to confirm that the totals in the USB media for each candidate, bylaw or question is zero. If any of the totals are not zero the ballots should not be inserted into the voting machine until the until is repaired or replaced;
  - (iii) in the presence of the deputy returning officer, insert the ballots into the voting machine to be counted;
  - (iv) after all of the ballots for the poll have been counted a register tape of the votes for each candidate and, if applicable, the votes for and against a bylaw, resolution or question will be produced from the voting machine;
  - (v) sign the certificate portion of the register tape;
  - (vi) remove the register tape from the voting machine and place it in a new packet with the statement of ballot account for the poll;
  - (vii) on request from any candidate or candidates' agent present, prove a printout of the election results from the voting machine;

- (viii) deliver the election data in accordance with subsection 16(h) of this Bylaw;
  - (ix) seal the counted ballots into a new packet and place the packets with the counted ballots, the register tape and the statement of ballot account for the poll into a ballot box and seal the box; and,
  - (x) ensure delivery of the sealed ballot boxes, voting machines, USB media and any other election material to election headquarters.
19. At the close of poll, the register tape must be printed and both the register tape and zero tape for each voting machine must be attached to the Deputy Returning Officer's Statement of Results.

#### Recounting of Votes

20. Following the close of polls, in the case of a malfunction of the vote counting equipment, the DRO will replace the malfunctioning unit with another unit, and move the USB to the working machine.
21. In the case of the print paper jamming, the DRO will navigate through the print menu on the screen to re-print another results tape.
22. If the Returning Officer is in the opinion that it is impractical to count the votes with the vote counting machines or replacement vote counting machines, the Returning Officer may direct that all votes cast in the election shall be counted manually as outlined in the provisions of the Act.

#### MOBILE & SPECIAL POLL

23. (a) A mobile poll for the purpose of allowing voters who are unable to attend at an established polling place to vote because of a disability or limited mobility, and the resident caregiver of that voter, be hereby established.
- (b) The procedures for conducting a mobile poll will be in accordance with sections 30 and 31 of the Act.
- (c) Voting machines shall not be used at a mobile or special poll but the ballots received at these polls shall be placed in a portable ballot box and then later inserted into a voting machine in accordance with section 17 of this Bylaw.
- (d) Procedures at the mobile or special poll shall be conducted in accordance with sections 13(e),(g) to (k) of this Bylaw.

- (e) The deputy returning officer shall ensure that the portable ballot box and all ballots and other election material are secured when not in use.
- (f) The deputy returning officer shall ensure the portable ballot box, all ballots and all other election material are secured and delivered to election headquarters.

## MAIL-IN BALLOTS

### Application Process

- 24. A person, who is an eligible voter, may apply to vote using a mail-in ballot.
- 25. An application to vote using a mail-in ballot, in the form established by the returning officer, may be made:
  - (a) in person; or,
  - (b) by mail, facsimile, or electronically.
- 26. Before being issued a mail-in ballot, a person shall:
  - (a) complete a voter's registration form and a declaration of person requesting a mail-in ballot; and,
  - (b) establish the person's identity in accordance with Section 110 of the Act to the satisfaction of the returning officer or designated election official.
- 27. In addition to the requirements of Section 25 and for the purposes of subsection 25(b), a person applying for a mail-in ballot by mail, facsimile or electronically shall submit, for each of the person applying for a mail-in ballot and any witness identified in Section 2 and 3 of Schedule D, a photocopy or a scanned copy of the front and back of:
  - (a) one (1) piece of identification issued by the Government of Canada, Government of Saskatchewan, a municipality or a government agency that contains a photograph of the applicant or witness, as the case may be, and their name, address and signature; or,
  - (b) two (2) pieces of information prescribed in Appendix D, Table 1 of The Local Government Election Regulations, 2015, each of which establishes the name and:
    - (i) at least one (1) of which establishes the address of the applicant or witness, as the case may be; and,

- (ii) at least one (1) of which bears the signature of the applicant or witness, as the case may be; and,
  - (c) for the purpose of subsection (b) above, a person shall submit, for any occupational-based professional witness identified in Section 4 of Schedule D:
    - (i) a photocopy or a scanned copy of the witness' business card;
    - (ii) the witness' license or registration number; or,
    - (iii) any other form of license or registration confirmation.
28. The persons identified in Schedule D – Persons Authorized to Witness a Mail-In Ballot are authorized to witness the signature of a person applying for a mail-in ballot and to complete a voter's registration form and a declaration of person requesting a mail-in ballot.
29. Notwithstanding Section 27, a candidate for an election or a candidate's agent shall not act as a witness after signing nomination papers.
30. A person applying for a mail-in ballot by mail, facsimile or electronically shall be required to attend in person if their application, including all supporting documentation is incomplete, unclear, illegible or otherwise unsatisfactory as determined by the returning officer or other designated election official.
31. An application to vote using a mail-in ballot must be received by the returning officer or designated election official:
- (a) in the event of a person applying in person, no later than close of polls on election day; or,
  - (b) in the event of a person applying by mail, facsimile or electronically no later than fourteen (14) calendar days prior to election day.
32. Upon receiving an application for a mail-in ballot, the returning officer or designated election official shall note the date of approval in the appropriate area of the voter's registration form.
33. The returning officer or designated election official is permitted to attend a person's residence to accept a mail-in ballot application and verify identify if the person is unable to apply in person due to an illness, compromised immune system or has increased health risk factors.

### Providing Mail-in Ballot

34. The returning officer or designated election official shall provide a ballot packet to a person whose mail-in ballot application has been approved in accordance with this Bylaw.
35. As soon as reasonably practicable after nomination day, the returning officer or designated election official shall mail or otherwise deliver to each person approved to receive a mail-in ballot, a packet containing:
  - (a) a ballot for the upcoming election, which includes the designated election officials' initials on the reverse side of the ballot;
  - (b) a ballot security envelope;
  - (c) a voter confirmation envelope, which includes the name of the voter and the type of ballot in which the voter is entitled to vote;
  - (d) a self-addressed mailing envelope for the return of the ballot to the returning officer; and,
  - (e) instructions for voting by mail-in ballot.
36. Self-addressed mailing envelopes for the return of the ballot to the returning officer shall be postage paid for destinations within Canada.
37. The designated election official shall make the following entries on the voter's registration form upon providing a ballot packet to a person:
  - (a) those required pursuant to Section 107 of the Act; and,
  - (b) the date on which the ballot packet was provided to the person.
38. Where the returning officer or designated election official provides a mail-in ballot to a person, the person is deemed to have voted and is not entitled to vote at any other poll.

### Voting and Return of Mail-in Ballots

39. A person who receives a mail-in ballot:
  - (a) shall vote in accordance with the instructions enclosed with the ballot; and,
  - (b) may vote for any number of candidates up to the number to be elected in the ward in which the person is entitled to vote.

40. A person who has voted by mail-in ballot shall:
- (a) place the marked ballot into the ballot security envelope and seal the envelope;
  - (b) place the sealed ballot security envelope in the voter confirmation envelope and seal the envelope;
  - (c) date and sign the voter confirmation envelope;
  - (d) seal the voter confirmation envelope;
  - (e) place the signed voter confirmation envelope in the mailing envelope and seal the envelope; and,
  - (f) return the mailing envelope by mail, courier, in person, or by any other means to the returning officer.

#### Receipt of Mail-in Ballots

41. Upon receipt of the mail-in ballot, the returning officer or designated election official shall:
- (a) determine and record on the voter's registration form the date and time the ballot is received;
  - (b) open the mailing envelope;
  - (c) remove the sealed voter confirmation envelope from the mailing envelope and:
    - (i) determine if the voter confirmation envelope has been properly completed; and,
    - (ii) ensure the signature on the voter confirmation envelope matches the signature on the applicant's voter's registration form and a declaration of person requesting a mail-in ballot; and,
  - (d) if the voter confirmation envelope has not been properly completed or the signatures do not match, place the unopened voter confirmation envelope in a separate envelope for ballots that are not accepted; or,
  - (e) if the voter confirmation envelope has been properly completed and the signatures match, remove the sealed ballot security envelope from the voter confirmation envelope and place the envelope in a portable ballot box designated for mail-in ballots.



42. The returning officer may designate at least one (1) deputy returning officer who will receive mail-in ballots prior to the close of polls on election day.

#### Counting of Mail-in Ballots

43. In order to be counted, a mail-in ballot must be received by the returning officer or designated election official by the close of polls on election day.
44. Mail-in ballots received after the close of polls on election day:
  - (a) are deemed to be spoiled;
  - (b) will remain unopened in the ballot security envelope; and,
  - (c) shall be dealt with by the deputy returning officer in accordance with subsection 118(2) of the Act.
45. Subject to Section 45, after the close of the polls on election day, the returning officer or designated election official shall:
  - (a) remove the sealed voter confirmation envelopes from the portable ballot box designated for mail-in ballots;
  - (b) remove the mail-in ballot from the ballot security envelope;
  - (c) insert the mail-in ballot into the vote tabulating machine designated for mail-in ballots;
  - (d) complete the vote counting procedures outlined in section 17 of this Bylaw; and,
  - (f) record on the voter's registration form whether the mail-in ballot was accepted, not accepted or spoiled.
46. If one hundred (100) or more mail-in ballots are received on or before the final day of advance voting, subsections 44(a) through (c) may be performed by the returning officer or designated election official on the business day immediately following the final day of advance voting.
47. Where the returning officer is of the opinion that the number of voters who voted by mail-in ballot is small, the returning officer may include the mail-in ballots in another ballot box that is utilized for special, mobile or election day polls.
48. The mail-in ballots, forms and other election materials shall be retained and destroyed in accordance with section 142 of the Act.

Examination by Candidate or Agent

- 49. Candidates or a candidate’s agent shall be notified by the returning officer or designated election official prior to the processing of mail-in ballots as provided for in Section 45.
- 50. The voter’s registration form, declaration of person requesting a mail-in ballot, and voter confirmation envelopes may be inspected by candidates or candidate’s agents at the election office during normal business hours commencing on the day following nomination day and ending at the close of polls on election day.
- 51. A candidate or a candidate’s agent retains the right to object to a person’s entitlement to vote if that person votes by mail, facsimile or other electronic means.
- 52. On the objection of a candidate or a candidate’s agent, the returning officer or designated election official shall make the necessary entries in the voter’s registration form consistent with sub-clause 112(1)(b)(c) and (d) of the Act.

(20/2020, s.1)

REPEALED BYLAWS

- 53. That Bylaw No. 16 of 2016, and any amendments thereto, are hereby repealed.

COMING INTO FORCE

- 54. This Bylaw comes into force and take effect, from and after the final reading thereof.

INTRODUCED AND READ A FIRST TIME THIS DAY OF , 2020.

READ A SECOND TIME THIS DAY OF , 2020.

READ A THIRD TIME AND PASSED THIS DAY OF , 2020.


“Greg Dionne”

“Sherry Person”

MAYOR

CITY CLERK

**Schedule "A"  
Front of Ballot**

<p><b>City of Prince Albert</b></p> <p><b>Civic/In-City School Boards Election</b></p> <p>Date of Election</p>	
<b>INSTRUCTIONS TO VOTE:</b>	
<p>Using the pen provided, completely fill in the oval to the left of the candidate(s) of your choice, like this:</p> <div style="text-align: right;">  </div>	
<p>Ballot for the office of:</p> <p align="center"><b>MAYOR</b></p> <p>You are entitled to vote for ONE (1) candidate for this office.</p>	<p>Ballot for the office of:</p> <p align="center"><b>COUNCILLOR</b> Ward #</p> <p>You are entitled to vote for ONE (1) candidate for this office.</p>
<input type="radio"/> LAST NAME, First Name	<input type="radio"/> LAST NAME, First Name
<input type="radio"/> LAST NAME, First Name	<input type="radio"/> LAST NAME, First Name
<input type="radio"/> LAST NAME, First Name	
<input type="radio"/> LAST NAME, First Name	
<p>Typ:01 Seq:0003 Spt:01</p>	

Schedule "A" continued  
Back of Ballot

DRO Initials

Printer's Name  
& Address


SAMPLE

**Schedule "B"**

**Form DD**

(Subsection 148(1) of the Act)

**Ballot for Vote on a Bylaw or Resolution**

**Instructions to Voters:** Vote for or against the bylaw (or resolution) by completely filling in the OVAL to the LEFT of the words which express your intention. Do not write any word or other figure on this ballot.  
VOTE LIKE THIS 

**Vote on bylaw (or resolution) to** *(here state object of the bylaw or resolution)*

For the Bylaw (or Resolution)

Against the Bylaw (or Resolution)


Submitted by The City of Prince Albert (or school division) this \_\_day of \_\_\_\_\_, 20\_\_.

**Schedule "C"**

**Form EE**

(Subsection 148(1) of the Act)

**Ballot For Vote on a Question**

**Instructions to Voters:** Vote by completely filling in the OVAL to the LEFT of the word which expresses your opinion on the question. Do not write any word or other figure on this ballot.  
VOTE LIKE THIS .

**Vote on the Question:**

*(here state question)*

Yes

No

Submitted by The City of Prince Albert (or school division) this \_\_day of \_\_\_\_\_, 20\_\_.

## Schedule D

### Persons Authorized to Witness a Mail-In Ballot

The following persons are authorized to witness the signature of a person applying for a mail-in ballot by mail, facsimile or electronically and to complete a Voter's Registration Form and Declaration of Person Requesting Mail-In Ballot form:

1. the Returning Officer or other designated election official;
2. a family member, as defined in Appendix D Table 2, of *The Local Government Elections Regulations, 2015*, provided that the witness:
  - (a) is an eligible voter, in accordance with the Act, for the upcoming election; and,
  - (b) have known the applicant for at least two (2) years;
3. someone living at the same address as the applicant or a neighbour residing immediately adjacent to or across from the applicant provided that the witness:
  - a) is an eligible voter, in accordance with the Act, for the upcoming election; and,
  - b) have known the voter for at least two (2) years; or,
4. an occupation-based professional, who is defined as:
  - (1) a judge, dentist, pharmacist, veterinarian, police officer, notary public, commissioner of oaths, lawyer, medical doctor, dean of a university or college, or a signing officer of a bank or trust company or other financial institution that offer a full range of banking services, including cash withdrawals, deposits and savings provided that the professional is:
    - (i) registered or licensed to practice in the Province of Saskatchewan; and,
    - (ii) working in or as a practicing member of their profession at the time of being a witness; and,
  - (2) the responsible authority of a hospital, shelter, soup kitchen, student residence, senior residence, assisted living facility, rehabilitation centre, long term care facility or care home.



# City of Prince Albert

**RPT 24-95**

**TITLE:** Prince Albert Police Service Proactive Policing Strategy Costs for 2023

**DATE:** April 2, 2024

**TO:** City Council

**PUBLIC:** X

**INCAMERA:**

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## **RECOMMENDATION:**

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

## **ATTACHMENTS:**

1. Report dated March 11, 2024

Written by: Prince Albert Board of Police Commissioners



# PRINCE ALBERT POLICE SERVICE Board Report

**TITLE: Prince Albert Police Service Proactive Policing Strategy Costs for 2023**

**DATE: March 11, 2024**

**TO: Chief of Police**

**Board of Police Commissioners**

**PUBLIC:**

**IN CAMERA:**

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## RECOMMENDATION:

That the Board forwards the following recommendations to City Council for approval:

1. That the 2023 operational and capital costs of the Prince Albert Police Service Multi-Year Proactive Policing Strategy in the amount of \$534,178.00 be funded from the Proactive Policing Reserve for Year 2023.
2. That the amount of \$534,178.00 be transferred from the Proactive Policing Reserve for Year 2023 to fund the costs of the Prince Albert Police Service Proactive Policing Unit charged to the Police Service Operating Budget.
3. That the 2023 Police Special Tax Revenue collected in the amount of \$554,600, as per Bylaw No. 10 of 2022, be credited in full to the Proactive Policing Reserve for 2023 to offset the costs of the Proactive Policing Unit in future years.

## STRATEGIC PLAN:

2024 Operational Plan – Goal 9 – Accountable Financial Practices

## TOPIC & PURPOSE:

To provide a breakdown of the 2023 Police Service Proactive Policing Unit spending.



To request approval for the transfer in the amount of \$534,178.00 from the Proactive Policing Reserve to fund the 2023 costs charged to the Prince Albert Police Service Operating Budget.

To request approval that the 2023 Police Special Tax Revenue collected in the amount of \$554,600, as per Bylaw No. 10 of 2022, be credited in full to the Proactive Policing Reserve for 2023 to offset the costs of the Proactive Policing Unit in future years.

**BACKGROUND:**

Multi-Year Proactive Policing Strategy – Prince Albert Police Service

City Council on May 3, 2021, approved the following motion:

*“That the City transfers to the Prince Albert Board of Police Commissioners the funding amount of \$554,000 annually to be directed to the Proactive Policing Strategy for the Prince Albert Police Service; and,*

*That the unspent funds from the City transfer of \$554,000 annually be forwarded to the Police Service Proactive Policing Reserve created specifically to fund the proposed six (6) year Multi-Year Proactive Policing Strategy for the Prince Albert Police Service.”*

Bylaw No. 10 of 2022

City Council approved Bylaw No. 10 of 2022, a bylaw of the City to raise the revenue for police services in 2022.

The Bylaw states that a Special Tax shall be levied against all properties listed in the Bylaw that benefit from policing services within the current year. The Bylaw states the estimated cost of the purpose or service is \$554,600, pursuant to the approved Budget.

The Police Special Tax is \$35.00 per door.

Special Tax

A municipality may pass a special tax bylaw to raise revenue for a specific service or purpose. Public notice is required. The service or purpose must be completed within the taxation year. Special taxes are added to the tax roll and collected with property taxes.

Subsection 278(1) of the *Cities Act* provides that the use of the revenue raised by a special tax **must be used for that specific service or purpose stated in the bylaw**. Subsection 278(2) of the *Cities Act* then states that when there is excess revenue generated from the special tax (i.e. actual expenses are less

than the actual revenue from the special tax), the City shall give public notice of the use to which it proposes to put the excess revenue. This requirement in subsection 278(2) will allow for transparency between the City and residents as to what their tax dollars are being used for.

The 2023 revenue generated from the Police Special Tax shows a surplus against the 2023 spending of the Proactive Policing Unit.

Police Special Tax Revenue for 2023	(\$554,600.00)
2023 Spending for Unit	\$534,178.00
<b>Revenue Surplus</b>	<b>(\$20,422.00)</b>

As such, this report is recommending that the 2023 Police Special Tax Revenue collected in the amount of \$554,600, as per Bylaw No. 10 of 2022, be credited in full to the Proactive Policing Reserve for 2023 as follows:

- That the 2023 Police Special Tax Revenue collected in the amount of \$534,178.00, as per Bylaw No. 10 of 2022, be credited to the Proactive Policing Reserve for 2023 to fund the costs of the Prince Albert Police Service Proactive Policing Unit charged to the Police Service Operating Budget.
- That the 2023 Police Special Tax Revenue collected in the amount of \$20,422.00, as per Bylaw No. 10 of 2022, be credited to the Proactive Policing Reserve for 2023 to fund the costs of the Prince Albert Police Service Proactive Policing Unit in future years.

**PROPOSED APPROACH & RATIONALE:**

Proactive Policing Strategy

Enhancing our approach to policing, the Proactive Policing Strategy effectively targets the complex challenges posed by violence and crimes linked to chronic addictions and mental health crises, particularly affecting our most vulnerable community members. This strategy empowers the Police Service to allocate personnel to proactive and preventive policing endeavors, thereby balancing the workload of our frontline officers and elevating our overall community service.

Allocating additional resources to tackle the high volume of service calls, our strategy prioritizes proactive enforcement to combat the rising tide of crime and violence in our community, including major crimes demanding extensive dedication from the Criminal Investigations Unit.

In support of frontline officers, the Proactive Policing Strategy authorizes the Chief of Police to establish specialized task forces with defined mandates, such as targeting frequently attended locations (residential, commercial, and multi-dwelling), problem addresses, and proactive enforcement initiatives identified through crime analysis and trends.

Prior consultations with all Police Service supervisors have underscored gangs, violence, addictions, and poverty as fundamental issues warranting continued prioritization. While reactive policing remains vital for conducting thorough investigations post-incident, it is imperative to sustain public confidence by proactively protecting the community and holding offenders accountable for their actions. Consequently, the majority of our resources are deployed reactively to ensure a robust response to criminal activities.

### Resources 2023

The budget for the Proactive Policing Unit encompasses salaries and benefits for (4) four sworn officers. Since January 2021, the Police Service has assigned personnel to this unit, primarily functioning as a proactive uniform support team.

Throughout 2023, the PA Police Service encountered staffing challenges, with vacancies arising due to various leaves. During this period, the Proactive Policing Unit was staffed with (1) one sergeant and (2) two constables.

The Proactive Policing Unit supports all areas of the service. The Police Special Tax continues to better equip the Police Service and support the deployment of members to be more proactive and preventive with policing initiatives, crime trends and problematic addresses. By effectively distributing workload among our members, PPU significantly enhances our overall community service.

### 2023 Spending – Prince Albert Police Service Multi-year Proactive Policing Strategy

The Police Special Tax approved by Council illustrated a funding model to support (4) police officers. These officers were subsequently deployed by the Police Service to Support Services shift, predominantly serving in a proactive uniform support role. The operational costs for the Proactive Policing Unit encompass the salaries and benefits of three sworn members.

The actual operational costs for 2023 for the Proactive Policing Strategy were as follows:

<b>Proactive Policing Unit</b>	
<b>Operational Costs</b>	
Salaries and Benefits	478,696.00
Fleet	52,860.00
Operating Supplies	2,622.00
<b>Total 2023 Cost</b>	<b>\$ 534,178.00</b>

#### **FINANCIAL IMPLICATIONS:**

The Strategy approved by Council for year 2023 included the following Operational Budget:

- \$621,100.00 - Savings of (86,922) are due to the vacancy of (1) sworn member.

Based on the recommendations, the 2023 ending balance of the Proactive Policing Reserve is as follows:

<b>Police Service Proactive Policing Reserve</b>	
<b>Year 2021</b>	
Council Approval for Multi Year Proactive Policing Strategy (Council Resolution #191 dated May 3,2021)	(554,000.00)
Proactive Police Strategy Spending for 2021 Capital Spending	90,222.95
<b>Reserve Ending Year 2021</b>	<b>\$ (463,777.05)</b>
<b>Year 2022</b>	
Police Special Tax -Bylaw No. 10 of 2022	(554,600.00)
Proactive Police Strategy Spending for 2022 Operational Spending	447,568.39
Capital Spending	214,672.87
<b>Reserve Ending Year 2022</b>	<b>\$ (356,135.79)</b>
<b>Year 2023</b>	
Police Special Tax -Bylaw No. 10 of 2022	(554,600.00)
Proactive Police Strategy Spending for 2023 Operational Spending	534,178.00
<b>Reserve Ending Year 2023</b>	<b>\$ (376,557.79)</b>

**ATTACHMENTS:**

1. Original Multi-year Policing Strategy approved by City Council on May 3, 2021 for the term of six years.
2. Revised Multi-year Proactive Policing Strategy with the actual spending year to date. With the change in staffing rank, the sustainable term is six years.
3. Police Special Tax- Bylaw No. 10 of 2022

**PRESENTATION:**    **VERBAL**             **AUDIO/VISUAL**             **NONE**

**Written by:**    Angela Dumont

**Signature:** 

**Approved by:** Patrick Nogier, Chief of Police

**Signature:** 

## COUNCIL APPROVED Multi-Year Proactive Policing Strategy - Prince Albert Police Service

<b>Salaries &amp; Benefits</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>6 yr total</b>
Salary for officers	180,000	411,000	436,000	487,000	538,000	538,000	2,590,000
Field training officer estimate		16,000					16,000
<b>Total Salaries</b>	<b>180,000</b>	<b>427,000</b>	<b>436,000</b>	<b>487,000</b>	<b>538,000</b>	<b>538,000</b>	<b>2,606,000</b>
<b>One-time expenses</b>							
Uniforms							
General clothing	3,000						3,000
Boot & Glove allowance	1,000						1,000
Vest	7,000						7,000
Jacket	2,000						2,000
Gun	2,000						2,000
Baton & Cuffs	1,000						1,000
radios	3,000						3,000
	19,000	0	0	0	0	0	19,000
Police College							
Accommodations	10,000						10,000
Books and gym fees	5,000						5,000
Meals	17,000						17,000
	32,000	0	0	0	0	0	32,000
Vehicle costs (end of year)							
3 - AWD V6 Sedans	115,000						115,000
Outfitting 3 vehicles	60,000						60,000
MDT/Cameras/Radio	75,000						75,000
	250,000	0	0	0	0	0	250,000
<b>Ongoing expenses</b>							
3 vehicles		59,000	59,000	59,000	59,000	59,000	295,000
MDT and Camera replacement		8,000	8,000	8,000	8,000	8,000	40,000
Boot & Glove allowance		1,000	1,000	1,000	1,000	1,000	5,000
Clothing		2,000	2,000	2,000	2,000	2,000	10,000
Supplies		4,000	4,000	4,000	4,000	4,000	20,000
Training		5,000	5,000	5,000	5,000	5,000	25,000
Vests		1,000	1,000	1,000	1,000	1,000	5,000
	0	80,000	80,000	80,000	80,000	80,000	400,000
<b>Total cost per year</b>	<b>481,000</b>	<b>507,000</b>	<b>516,000</b>	<b>567,000</b>	<b>618,000</b>	<b>618,000</b>	<b>3,307,000</b>
Estimated revenue	554,000	554,000	554,000	554,000	554,000	554,000	3,324,000
5 year running surplus	73,000	120,000	158,000	145,000	81,000	17,000	17,000
Inflation estimate at 1.5%		8,000	8,000	9,000	9,000	9,000	43,000
<b>5 year running surplus (deficit)</b>	<b>73,000</b>	<b>112,000</b>	<b>142,000</b>	<b>120,000</b>	<b>47,000</b>	<b>(26,000)</b>	<b>(26,000)</b>

**Multi - Year Proactive Policing Strategy - Prince Albert Police Service**

<b>Salaries and Benefits</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>6 yr. total</b>
Salary for Officers		370,498	478,696	628,178	612,142	612,142	<b>2,701,656</b>
Field training officer estimate							<b>0</b>
<b>Total Salaries</b>	<b>0</b>	<b>370,498</b>	<b>478,696</b>	<b>628,178</b>	<b>612,142</b>	<b>612,142</b>	<b>2,701,656</b>
<b>Ongoing expenses</b>							
3 vehicles		52,860	52,860	54,974	54,974	54,974	<b>270,642</b>
MDT and Camera replacement							<b>0</b>
Boot & Glove allowance							<b>0</b>
Clothing							<b>0</b>
Supplies		1,211	2,622	8,470	8,470	8,470	<b>29,243</b>
Training							<b>0</b>
Taser 7		22,999					<b>22,999</b>
Vests							<b>0</b>
	<b>0</b>	<b>77,070</b>	<b>55,482</b>	<b>63,444</b>	<b>63,444</b>	<b>63,444</b>	<b>322,884</b>
<b>Total cost per year</b>	<b>90,223</b>	<b>662,241</b>	<b>534,178</b>	<b>691,622</b>	<b>675,586</b>	<b>675,586</b>	<b>3,329,436</b>
Estimated revenue	(554,000)	(554,600)	(554,600)	(554,600)	(554,600)	(554,600)	<b>(3,327,000)</b>
5 year running surplus	(463,777)	(463,777)	(356,136)	(376,558)	(239,536)	(118,550)	
Inflation estimate at 1.5%			0	0	0	0	<b>0</b>
<b>5 year running surplus (deficit)</b>	<b>(463,777)</b>	<b>(356,136)</b>	<b>(376,558)</b>	<b>(239,536)</b>	<b>(118,550)</b>	<b>2,436</b>	<b>2,436</b>

# CITY OF PRINCE ALBERT BYLAW NO. 10 OF 2022

*A Bylaw of The City of Prince Albert to raise revenue for police services in 2022.*

WHEREAS pursuant to Section 275(1) of *The Cities Act* a Council may pass a special tax bylaw to raise revenue to pay for any specific service or purpose to be completed within the taxation year;

AND WHEREAS pursuant to Section 275(2) of *The Cities Act* a special tax bylaw must be passed annually;

AND WHEREAS pursuant to Sections 275(3) of *The Cities Act* public notice has been given.

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

## **Police Special Tax:**

1. A Special Tax shall be levied against all properties as listed in Section 3, all such properties benefiting from police services within the current year.
2. The estimated cost of the purpose or service referred to in Section 1 is \$554,600, pursuant to the approved budget.
3. The rate of special tax to be charged against each parcel is:
  - a. Residential \$35
  - b. Agriculture \$35
  - c. Condominium \$35
  - d. Care Home and Group Home \$35
  - e. Multi-Family per Apartment \$35
  - f. Commercial, Railway and Vacant Multi-Family \$35



4. Any person who considers that an error or omission was made in the application or calculation of the special tax on his or her property may notify the municipality in writing by June 30<sup>th</sup>, 2022, requesting the Council to review the application or calculation of the tax rate regarding the property in question.
5. The administrator will notify the persons, who have requested a review, of the time and date the Council will meet to hear and review the requests.
6. The taxes that are levied will be added to the tax roll as a special assessment against the property, when they become due and payable, and are recoverable in the same manner as other taxes.

**Coming Into Force**

1. This Bylaw shall come into force and take effect on, from and after the 1<sup>st</sup> day of January, 2022. The rates imposed for 2022 are deemed to be imposed from January 1, 2022.

INTRODUCED AND READ A FIRST TIME THIS 28<sup>th</sup> DAY OF March , AD 2022.  
 READ A SECOND TIME THIS 28<sup>th</sup> DAY OF March , AD 2022.  
 READ A THIRD TIME AND PASSED THIS 29<sup>th</sup> DAY OF March , AD 2022.

  
 MAYOR

  
 A/CITY CLERK



City of  
**Prince Albert**

**INQ 24-4**

**MOTION:**

Be received as information and filed.

**ATTACHMENTS:**

1. March 25, 2024 City Council Inquiry Responses

Written by: Sherry Person, City Manager

To: City Council  
From: City Manager

March 25, 2024 - City Council Inquiries

Councillor	Inquiry #	Inquiry	Dep't Sent to	Date Responded	Response
Councillor Edwards	INQ#24-07	What is the status of my Motion from January 22, 2024, requesting a meeting with the Federal and Provincial Government to discuss homelessness, crime and addictions in our City?	Mayor's Office	18-Apr	Mayor's Office:  Following several attempts to contact the Federal Government, we regret to inform that we have not yet received a response. Our next course of action will involve collaborating with Anna Dinsdale, Community Safety and Well-Being Coordinator, to facilitate contacts in order to achieve the outcomes requested in the Motion from January 22, 2024.



City of  
**Prince Albert**

***MOT 24-2***

**MOTION:**

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

Written by: Councillor Head