



CITY OF PRINCE ALBERT

CITY COUNCIL REGULAR MEETING

AGENDA

**MONDAY, MARCH 7, 2022, 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 February 11, 2022 City Council Special Meeting Minutes for Approval (MIN 22-19)

6.2 February 15, 2022 City Council Meeting Minutes for Approval (MIN 22-18)

7. NOTICE OF PROCLAMATIONS

7.1 World Tuberculosis (TB) Day - March 24, 2022 ()

8. PUBLIC HEARINGS

9. DELEGATIONS

10. COMMUNICATIONS

11. REPORTS OF ADMINISTRATION & COMMITTEES

- 11.1 Transit Review 2021 (RPT 22-69)
- 11.2 Airport Plow Truck and Material Spreader Wet/Dry Combination Tender (RPT 22-97)
- 11.3 Lease Agreement - Common Weal Community Arts Inc. (RPT 22-102)
- 11.4 PADBID Downtown Street Fair Ten Year Business License Exemption Request (RPT 22-98)
- 11.5 Residual Land Sale – Habitat For Humanity Saskatchewan Inc. (RPT 22-100)
- 11.6 Bylaw No. 15 of 2021 - The Fire Services Bylaw - Section 37 Low Hazard Fireworks (RPT 22-101)
- 11.7 Committee Appointment Vacancies (RPT 22-103)
- 11.8 2022 Work Plan - Golf Course Advisory Committee (RPT 22-92)
- 11.9 Airport Advisory Committee 2022 Work Plan (RPT 22-93)
- 11.10 PAC Work Plan 2022 (RPT 22-104)
- 11.11 2022 Work Plan - Community Services Advisory Committee (RPT 22-105)

12. UNFINISHED BUSINESS

13. MAYOR & COUNCILLORS FORUM

14. INQUIRIES

15. INQUIRIES RESPONSES

- 15.1 February 15, 2022 City Council Meeting Inquiry Responses (INQ 22-2)

16. NOTICE OF MOTION

17. MOTIONS

- 17.1 Motion - Councillor D. Ogradnick - 2021 External Funding for Municipal Projects (MOT 22-3)

18. PUBLIC FORUM

19. ADJOURNMENT



City of
Prince Albert

MIN 22-19

MOTION:

That the Minutes for the City Council Special Meeting held February 11, 2022, be taken as read and adopted.

ATTACHMENTS:

1. Special Minutes



CITY OF PRINCE ALBERT

CITY COUNCIL SPECIAL MEETING

MINUTES

**FRIDAY, FEBRUARY 11, 2022, 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 Ted Zurakowski

Sherry Person, City Clerk
Jody Boulet, Acting City Manager
Alex Paul, Acting Fire Chief
Mitchell J. Holash, Q.C., City Solicitor
Kiley Bear, Director of Corporate Services
Jeff Da Silvia, Acting Director of Public Works
Cheryl Tkachuk, Director of Financial Services

1. CALL TO ORDER

Mayor G. Dionne called the meeting to order.

2. PRAYER

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

3. APPROVAL OF AGENDA

0044. **Moved by:** Councillor C. Miller
Seconded by: Councillor D. Kilmer

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

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

CARRIED UNANIMOUSLY

4. DECLARATION OF CONFLICT OF INTEREST

5. REPORTS OF ADMINISTRATION & COMMITTEES

5.1 Covid-19 Update: Public Health Order Changes (RPT 22-76)

0045. **Moved by:** Councillor D. Cody
Seconded by: Councillor D. Kilmer

1. That the Safety policy for Mandatory proof of Covid-19 Vaccination or negative Covid-19 Test applicable to City employees and the public be removed when the Government of Saskatchewan rescinds the Public Health Order for Proof of COVID-19 Vaccination or Negative Test;
2. That the Mandatory proof of Covid-19 Vaccination or negative Covid-19 Test applicable to members of the public accessing civic facilities be removed when the Government of Saskatchewan rescinds the Public Health Order for Proof of COVID-19 Vaccination or Negative Test; and,
3. That the mandatory use of non-medical face masks for all indoor and outdoor city owned facilities, including Public Transit, be removed when the Government of Saskatchewan rescinds the Public Health Order for Mandatory Isolation Face Covering.

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

Against: Councillors: Lennox-Zepp and Ogrodnick

CARRIED (7 to 2)

6. UNFINISHED BUSINESS

7. ADJOURNMENT – 5:29 P.M.

0046. **Moved by:** Councillor D. Kilmer
Seconded by: Councillor B. Edwards

That this Council do now adjourn.

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

CARRIED UNANIMOUSLY

MAYOR GREG DIONNE CITY CLERK

MINUTES ADOPTED THIS 7TH DAY OF MARCH, A.D. 2022.



City of
Prince Albert

MIN 22-18

MOTION:

That the Minutes for the City Council Regular Meeting held February 15, 2022, be taken as read and adopted.

ATTACHMENTS:

1. Minutes



CITY OF PRINCE ALBERT

CITY COUNCIL REGULAR MEETING

MINUTES

**TUESDAY, FEBRUARY 15, 2022, 5:00 P.M.
COUNCIL CHAMBER, CITY HALL**

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

Sherry Person, City Clerk
Jim Toye, City Manager
Kris Olsen, Fire Chief
Wes Hicks, Director of Public Works
Mitchell J. Holash, Q.C., City Solicitor
Jody Boulet, Director of Community Services
Terri Mercier, Corporate Legislative Manager
Cheryl Tkachuk, Director of Financial Services
Kiley Bear, Acting Director of Corporate Services
Craig Guidinger, Director of Planning and Development Services

1. CALL TO ORDER

Mayor Dionne called the meeting to order.

2. PRAYER

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

3. APPROVAL OF AGENDA

0047. **Moved by:** Councillor Head
Seconded by: Councillor Ogradnick

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

1. That RPT 22-79 – Supplementary Report – Committee Appointment Vacancy be added for consideration with Item No. 11.15.

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

CARRIED UNANIMOUSLY

4. DECLARATION OF CONFLICT OF INTEREST

- 4.1 Councillor Head – Item 11.13 – Previously worked directly with the Canadian Union of Public Employees Local No. 160 during the initial Collective Bargaining stage.
- 4.2 Councillor Edwards – Item 11.5 – Currently a member of the Carlton Park Community Club Board.

5. ADOPTION OF MINUTES

0048. **Moved by:** Councillor Kilmer
Seconded by: Councillor Head

That the Minutes of the Council Regular Meeting held January 24, 2022, be taken as read and adopted.

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

CARRIED UNANIMOUSLY

6. NOTICE OF PROCLAMATIONS

- 6.1 Pink Shirt Day – February 23, 2022

7. PRESENTATIONS & RECOGNITIONS

8. PUBLIC HEARINGS

9. DELEGATIONS

10. COMMUNICATIONS

11. REPORTS OF ADMINISTRATION & COMMITTEES

11.1 Metal Disposal Services - Contract Extension (RPT 22-49)

0049. **Moved by:** Councillor Kilmer
Seconded by: Councillor Cody

1. That an extension to the Metal Disposal Services Agreement between The City and Inland Steel Products Ltd. be approved for a one (1) year term, from February 1, 2022 to January 31, 2023; and,
2. 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, Zurakowski and Mayor Dionne

CARRIED UNANIMOUSLY

11.2 Annual Notice to Consumers Report (RPT 22-65)

0050. **Moved by:** Councillor Head
Seconded by: Councillor Kilmer

That the 2021 Annual Notice to Consumers Report for the period of January 1, 2021 to December 31, 2021, as attached to RPT 22-65, be approved.

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

CARRIED UNANIMOUSLY

11.3 Crescent Heights Spray Park (RPT 22-62)

0051. **Moved by:** Councillor Ogrodnick
Seconded by: Councillor Edwards

- 1. That the Spray Park Design and Construction with Playgrounds-R-Us and ULS be approved in the amount of \$347,055.25, including applicable taxes;
- 2. That the City enter into an Agreement with Malcolm Jenkins, Donor, for the Crescent Heights Spray Park, subject to the Donor’s conditions outlined within RPT 22-62; and,
- 3. That the Mayor and City Clerk be authorized to execute the Agreement and any other necessary documents on behalf of The City, once prepared.

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

CARRIED UNANIMOUSLY

11.4 Federal & Provincial Funding Application - Library Branch (RPT 22-63)

0052. **Moved by:** Councillor Zurakowski
Seconded by: Councillor Miller

That RPT 22-63 be received as information and filed.

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

CARRIED UNANIMOUSLY

11.5 Kinsmen Naming Rights Agreement (RPT 22-67)

0053. **Moved by:** Councillor Ogrodnick
Seconded by: Councillor Zurakowski

- 1. That the Naming Rights Agreement between The City and Prince Albert Kinsmen Club for the Basketball/Pickleball Courts at Carlton Park Community Club be approved in the amount of \$30,000 for a ten (10) year term from 2021 – 2032;
- 2. That the \$10,000, received from the Kinsmen Club in 2022, be allocated to the Basketball/Pickleball Court Project at the Carlton Park Community Club;

3. That the remaining \$20,000, received from the Kinsmen Club in increments of \$5,000 per year for four (4) years from 2023 to 2026, be allocated to the Community Services Building Reserve to be utilized by the Carlton Park Community Club for future capital projects; and,
4. 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, Ogrodnick, Zurakowski and Mayor Dionne

Absent – Declared Conflict of Interest: Councillor Edwards

CARRIED UNANIMOUSLY

11.6 CMGC Sponsorship Agreements (RPT 22-68)

0054. **Moved by:** Councillor Cody
Seconded by: Councillor Kilmer

1. That the Cooke Municipal Golf Course Sponsorship Agreement between The City and BTR Financial Planning Manulife Securities Inc. in the amount of \$5,000 per year for (5) years ending December 31, 2026, be approved;
2. That the Cooke Municipal Golf Course Sponsorship Agreement between The City and Saskatchewan Indian Gaming Authority in the amount of \$5,000 for 2022, ending December 31, 2022, be approved; and,
3. The Mayor and City Clerk be authorized to execute the Agreements on behalf of The City.

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

CARRIED UNANIMOUSLY

11.7 2022 General Fund Operating and Capital Budget (RPT 21-578)

11.7.1 Specialized Transportation Services - Budget 2022 (CORR 21-108)

11.7.2 Fire Dispatch Services Agreement - Amendment No. 1 - Saskatchewan Public Safety Agency - City Council (RPT 21-545)

0055. **Moved by:** Councillor Kilmer
Seconded by: Councillor Cody

1. That the 2022 General Fund Budget, as attached to RPT 21-578, be approved;
2. That \$44,370,240 of revenue necessary to balance the General Fund Operating Budget be raised from Municipal Taxation;
3. That the 2022 General Fund Capital Budget in the amount of \$18,208,440, including Principal Payments on Loans and \$263,040 in Police Capital, be approved;
4. That the 2022 transfer of \$5,226,500 from General Fund Operating to General Fund Capital be approved;
5. That the 2022 Fleet Budget in the amount of \$2,106,000, including \$390,000 in Police Service requirements, be approved;
6. That the 2022 Prince Albert Police Service be funded at \$17,805,140 inclusive of Capital expenditures of \$263,040 and the Police Base Tax in the amount of \$515,000;
7. That the City accept a \$400,000 transfer from the Police Services Operating Reserve to the City’s General Fund, as approved by the Prince Albert Board of Police Commissioners, to assist with budget shortfalls;
8. That the 2022 Reserve Allocations of \$4,847,280 and Principal Payments on Loans of \$274,300 be approved for a total amount of \$5,121,580;
9. That the following staffing changes be approved:
 - a. Salary allocation for one (1) full-time equivalent (FTE) Chief Clerk position in the Water Utility Fund be reallocated back to the General Fund; and,
 - b. That one (1) full-time Airport Maintenance Position for the Airport Fund be approved and that Sunday from 11:30 a.m. to 8.00 p.m. be added to the level of service for published hours of operations;

10. That Amendment No. 1 to the Fire Dispatch Services Agreement between The City and the Saskatchewan Public Safety Agency regarding the provision of dispatching services for fire services to the City be approved;
11. That the Mayor and City Clerk be authorized to execute the Amendment No. 1 to the Fire Dispatch Services Agreement and any other applicable documents, on behalf of The City;
12. That the Motions from the 2022 General Fund Budget Committee deliberations, as attached to RPT 21-578, be ratified and that Administration proceed as authorized; and,
13. That the 2022 General Fund Budgeted expenditures be approved for disbursement effective January 1, 2022.

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

Against: Councillor Lennox-Zepp

CARRIED (8 to 1)

11.8 Capital Financing RFP (RPT 22-57)

0056. **Moved by:** Councillor Edwards
Seconded by: Councillor Zurakowski

1. That the Capital Financing Request for Proposal No. 4 of 2022, be awarded to the Municipal Financing Corporation of Saskatchewan for the creation of debt not payable within the current year in the amount of \$40,863,000 for the purpose of funding the following Capital Investments:
 - a. \$16,000,000 for the construction of an Aquatic and Arenas Recreation Centre to be payable over a period of 35 years;
 - b. \$12,803,000 for the construction of the Raw Water Pump House to be payable over a period of 35 years;
 - c. \$6,260,000 for the construction of a Waste Cell for the Landfill to be payable over a period of 10 years;
 - d. \$3,400,000 for roadway construction for the Marquis Road West Extension to be payable over a period of 25 years; and,
 - e. \$2,400,000 for the Detailed Design of the Waste Water Treatment Plant upgrade to be payable over a period of 35 years;

2. That the Fixed Interest Rate for the Loans will not exceed 3.7%;
3. That the Mayor and City Clerk be authorized to execute the Agreements and any other necessary documents on behalf of The City, once prepared; and,
4. That Bylaw No. 5 of 2022 be introduced and given three (3) readings.

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

CARRIED UNANIMOUSLY

0057. **Moved by:** Councillor Edwards
Seconded by: Councillor Zurakowski

That Bylaw No. 5 of 2022 be introduced and read a first time.

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

CARRIED UNANIMOUSLY

0058. **Moved by:** Councillor Edwards
Seconded by: Councillor Zurakowski

That Bylaw No. 5 of 2022 be read a second time.

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

CARRIED UNANIMOUSLY

0059. **Moved by:** Councillor Edwards
Seconded by: Councillor Zurakowski

That leave be granted to read Bylaw No. 5 of 2022 a third time.

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

CARRIED UNANIMOUSLY

0060. **Moved by:** Councillor Edwards
Seconded by: Councillor Zurakowski

That Bylaw No. 5 of 2022 be read a third time and passed; and, that Bylaw No. 5 of 2022 be now adopted, sealed and signed by the Mayor and City Clerk.

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

CARRIED UNANIMOUSLY

11.9 2021 Audit Engagement Letters (RPT 22-66)

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

1. That the following Engagement Letters between The City and MNP LLP, be approved:
 - a. The audit of the Annual Consolidated Financial Statements of The City for the year ending December 31, 2021;
 - b. The audit of financial information consisting of the Municipal Annual Expenditure Report of The City as at December 31, 2021; and,
 - c. The audit of financial information consisting of the Municipal Economic Enhancement Program – Municipal Interim Expenditure Report of The City as at December 31, 2021; and,
2. That the Mayor and City Clerk be authorized to execute the Letters of Engagement on behalf of The City, once prepared.

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

CARRIED UNANIMOUSLY

11.10 Secondary Suite Program Application – 1122 13th Street West (RPT 22-20)

0062. **Moved by:** Councillor Miller
Seconded by: Councillor Ogrodnick

That the Secondary Suite Program Application for the property located at 1122 – 13th Street West, legally described as Lots 20 and 21, Block 21, Plan No. H, be approved for a value up to \$2,500, subject to the following conditions:

- 1. Submission of supporting documentation;
- 2. Completion of the renovation work; and,
- 3. The Applicant obtaining a final inspection from the Planning and Development Services Department Building Division for the subject property.

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

CARRIED UNANIMOUSLY

11.11 Signature Developments Subdivision - Parcel 2, 2A & 3 (RPT 22-61)

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

- 1. That the proposed Subdivision Application for Parcel C, Plan No. 102375446, be approved, subject to:
 - a. The submission of a final Plan of Survey for review and approval by Administration; and,
- 2. That the Mayor and City Clerk be authorized to execute the Plan of Survey, and any other applicable documents on behalf of The City, once prepared.

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

Against: Councillors: Lennox-Zepp and Miller

CARRIED (7 to 2)

11.12 Amendments to Bylaw No. 1 of 2018, The Building Bylaw (RPT 22-71)

0064. **Moved by:** Councillor Head
Seconded by: Councillor Kilmer

- 1. That Bylaw Nos. 1 and 2 of 2022 be introduced and given three (3) readings;
- 2. That Kim Johnson, Kim Pedersen and Michael Nelson be formally appointed as the City’s Building Officials pursuant to Section 16(2) of The Construction Codes Act; and,
- 3. That the City Clerk be authorized to issue and sign the certificates as contemplated under Section 16(3) of The Construction Codes Act.

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

CARRIED UNANIMOUSLY

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

That Bylaw No. 1 of 2022 be introduced and read a first time.

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

CARRIED UNANIMOUSLY

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

That Bylaw No. 1 of 2022 be read a second time.

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

CARRIED UNANIMOUSLY

0067. **Moved by:** Councillor Head
Seconded by: Councillor Kilmer

That leave be granted to read Bylaw No. 1 of 2022 a third time.

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

CARRIED UNANIMOUSLY

0068. **Moved by:** Councillor Head
Seconded by: Councillor Kilmer

That Bylaw No. 1 of 2022 be read a third time and passed; and, that Bylaw No. 1 of 2022 be now adopted, sealed and signed by the Mayor and City Clerk.

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

CARRIED UNANIMOUSLY

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

That Bylaw No. 2 of 2022 be introduced and read a first time.

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

CARRIED UNANIMOUSLY

0070. **Moved by:** Councillor Head
Seconded by: Councillor Kilmer

That Bylaw No. 2 of 2022 be read a second time.

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

CARRIED UNANIMOUSLY

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

That leave be granted to read Bylaw No. 2 of 2022 a third time.

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

CARRIED UNANIMOUSLY

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

That Bylaw No. 2 of 2022 be read a third time and passed; and, that Bylaw No. 2 of 2022 be now adopted, sealed and signed by the Mayor and City Clerk.

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

CARRIED UNANIMOUSLY

11.13 Memorandum of Agreement to Conclude Collective Bargaining - CUPE 160 & 882 (RPT 22-64)

0073. **Moved by:** Councillor Cody
Seconded by: Councillor Miller

1. That the Memorandum of Agreement between The City and the Canadian Union of Public Employees Local No. 882, as attached to RPT 22-64, be approved;
2. That the Memorandum of Agreement between The City and the Canadian Union of Public Employees Local No. 160, as attached to RPT 22-64, be approved;
3. That the equivalent wage increases for City of Prince Albert Out-of-Scope staffing, which excludes the Out-of-Scope Prince Albert Police Service and Out-of-Scope Fire Department employees, be approved; and,

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

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

Absent – Declared Conflict of Interest: Councillor Head

CARRIED UNANIMOUSLY

11.14 Obstructive Solicitation Bylaw - 3rd Reading (RPT 22-55)

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

That Bylaw No. 4 of 2022 be given third and final reading.

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

Against: Councillors: Head, Lennox-Zepp and Miller

CARRIED (6 to 3)

0075. **Moved by:** Councillor Edwards
Seconded by: Councillor Zurakowski

That Bylaw No. 4 of 2022 be read a third time and passed; and, that Bylaw No. 4 of 2022 be now adopted, sealed and signed by the Mayor and City Clerk.

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

Against: Councillors: Head, Lennox-Zepp and Miller

CARRIED (6 to 3)

11.15 Board & Committee Appointment Vacancies (RPT 22-56)

11.15.1 Supplementary Report - Committee Appointment Vacancy (RPT 22-79)
(PRESENTED AT MEETING)

0076. **Moved by:** Councillor Zurakowski
Seconded by: Councillor Ogradnick

- 1. That the composition of the Prince Albert Public Library Board consist of the Mayor and eight (8) members, as appointed by City Council, and in accordance with The Public Libraries Act, 1996;
- 2. That the Appointments to City Council's Boards & Committees be approved, as outlined in the attached Appendix A to RPT 22-56; and,
- 3. That Diane Kopchynski be appointed as a member of the Community Services Advisory Committee for the term ending December 31, 2022.

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

CARRIED UNANIMOUSLY

12. UNFINISHED BUSINESS

13. MAYOR & COUNCILLORS FORUM

14. INQUIRIES

14.1 Councillor Miller –13th Street West Bus Route Condition

Can 13th Street West, which is a bus route, be reviewed by Roadways because currently in a few spots, the bus and a small car would both be unable to get through at the same time.

14.2 Councillor Edwards – Ticketing for Garbage Bins Left Out in Back Alleys

What is the process to ticket or sanction properties that consistently leave garbage bins out in the back alley, which often results in a mess and forces staff to return to the property to clean-up.

15. INQUIRY RESPONSES

15.1 January 24, 2022 City Council Meeting Inquiry Responses (INQ 22-1)

0077. **Moved by:** Councillor Miller
Seconded by: Councillor Zurakowski

That INQ 22-1 be received as information and filed.

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

CARRIED UNANIMOUSLY

16. NOTICE OF MOTION

16.1 Councillor Ogrodnick – 2021 External Funding for Municipal Projects

That Administration provide a report outlining the External Funding received by the City over the past year for Municipal Projects for consideration by members of Council.

17. MOTIONS

17.1 Motion - Councillor Head - Replacement of Lead Service Connections (MOT 22-1)

0078. **Moved by:** Councillor Head
Seconded by: Councillor Miller

That Administration provide a report to members of Council outlining the practices established in other Saskatchewan Municipalities to replace Lead Service Connections for citizens.

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

CARRIED UNANIMOUSLY

17.2 Motion - Councillor Kilmer - Snow Removal and Road Conditions (MOT 22-2)

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

That the Public Works Department provide a report regarding Snow Removal and Road Conditions during this past year that outlines the following for consideration by members of Council at an upcoming meeting:

- 1. Efficiencies and challenges faced by the Department;
- 2. The number of calls/emails received by the Department;
- 3. Response times for the City crews to address the call/email requests received; and,
- 4. Necessary changes required to Policy No. 8.2 – Snow Removal and Ice Control Policy, website information and/or communication to the public that would increase the efficiency of snow removal and residential support.

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

Against: Councillor Cody and Mayor Dionne

CARRIED (7 to 2)

18. PUBLIC FORUM

19. ADJOURNMENT – 7:02 P.M.

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

That this Council do now adjourn.

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

CARRIED UNANIMOUSLY

MAYOR GREG DIONNE

CITY CLERK

MINUTES ADOPTED THIS 7TH DAY OF MARCH, A.D. 2022.



RPT 22-69

TITLE: Transit Review 2021

DATE: February 24, 2022

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That this report be received as information and filed.

TOPIC & PURPOSE:

To provide Council with information regarding Public Transit in 2021.

PROPOSED APPROACH AND RATIONALE:

2021 was a difficult year for Public Transit in Prince Albert. The largest story of the year was the loss of the main transit fleet in April due to frame defects. Once the fleet was removed from service, maintenance issues began to limit the daily transit service provided. Prince Albert Transit operated with 5 replacement buses for the majority of April to September. These service disruptions led to the decision to give all riders a 25% discount in the months of October and November to promote the transit system and acknowledge the inconsistent service. Nearly \$11,000 was subsidized for these months. These difficulties paired with COVID-19 yielded 59% yearly ridership compared to 2018 and 2019, and 88% of 2020.

Month by month ridership counts are essential to see how ridership fluctuates over time. The following graph shows the total ridership per month from 2018 to 2021.

Transit Monthly Ridership

Month	2018	2019	2020	2021
January	33,884	35,977	37,313	17,812
February	30,866	31,781	35,181	17,400
March	34,570	39,598	32,248	23,724
April	33,905	34,747	13,593	16,634
May	35,666	34,028	14,044	20,527
June	32,976	32,134	17,041	19,506
July	25,449	25,206	19,478	19,232
August	26,418	24,138	18,437	18,207
September	35,230	38,261	22,143	21,049
October	41,702	38,038	22,782	21,798
November	37,490	34,987	18,154	21,580
December	31,350	30,538	18,063	19,791
Total	399,506	399,433	268,477	237,260
Average	33,292	33,286	22,373	19,772

It should be noted that service disruptions primarily resulted in the cancellation of the Rush Hour Route. The route was largely not in service from April to September. This route averaged roughly 160 riders per day before the pandemic in 2019, and now averages roughly 45 riders a day in 2021. It will take time and consistency to regain previous ridership.

Performance Indicators

The Cost to Revenue Ratio is used as a comparative measure to determine the cost efficiency of a Transit System. The Prince Albert Transit system aims for a 40% cost recovery in a regular year.

In 2021 a 25% Cost to Revenue Ratio was determined. This low cost recovery came as a result of service disruptions which reduced ridership, and the loss of bus advertisement revenue after the primary transit fleet was removed in April. The performance indicator was found to be lower than the 27% for 2020. In the years 2015 – 2019 the Cost to Revenue Ratio was 36 - 44%.

Reduced Ridership – 2021 saw a reduction of \$240,000 in transit pass revenue when compared to 2019 (Pre COVID-19). This is equivalent to 15.3% Cost to Revenue Ratio for 2021. This decrease in ridership is largely due to COVID-19 and bus maintenance causing route inconsistency.

Bus Advertisement Revenue – 2021 saw a loss of nearly \$35,000 in anticipated bus advertisement revenue. This is equivalent to a reduction of 2.3% Cost to Revenue Ratio.

Performance Indicators				
	2018	2019	2020	2021
Total Cost	\$ 1,672,615	\$ 1,804,534	\$ 1,908,195	\$ 1,694,111
Total Revenue	\$ 602,835	\$ 683,124	\$ 507,478	\$ 430,958
Cost/Revenue Ratio	36%	38%	27%	25%
Ridership	399,506	399,433	268,477	237,218
Total Cost Per Passenger	\$ 4.19	\$ 4.52	\$ 7.11	\$ 7.14
Subsidy Per Passenger	\$ 2.68	\$ 2.81	\$ 5.22	\$ 5.32
Average Revenue Per Passenger	\$ 1.51	\$ 1.71	\$ 1.89	\$ 1.82

A subsidy of over \$5 a passenger is not financially sustainable. For this reason a Bus Fare review will be undertaken and brought forward in a future report.

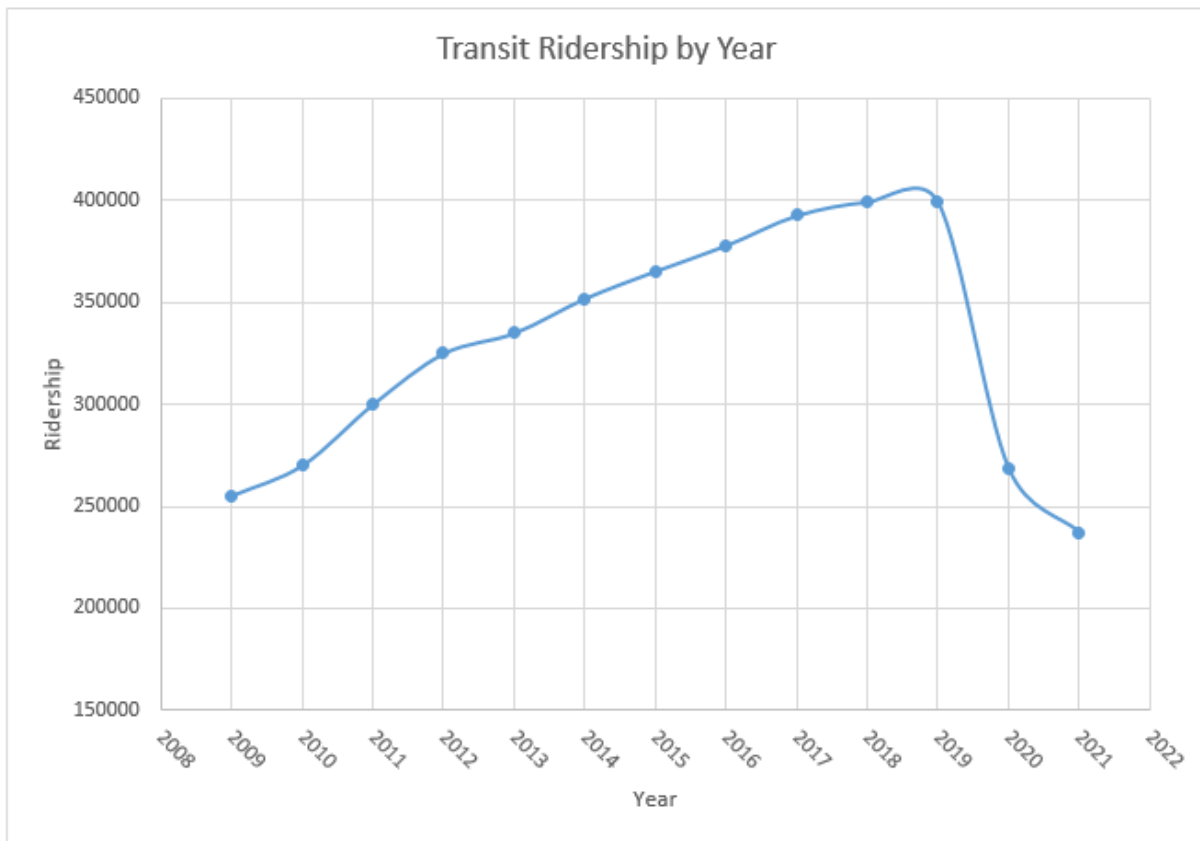
The Canadian Urban Transit Association is currently compiling this performance indicator information for all Canadian Cities that operate a Transit system. More information will be available in the coming months about how Prince Albert Transit fared compared to other jurisdictions.

Crescent Acres Route Extension

On November 22, the Rush Hour Route was extended to Crescent Acres with 5 new transit stops. The route improves services near Muzzy Drive and Olive Diefenbaker Drive. This route saw its two highest days of ridership for 2021 in December after the route expansion. Further statistics on this route will be collected once service is stabilized in 2022.

Ridership

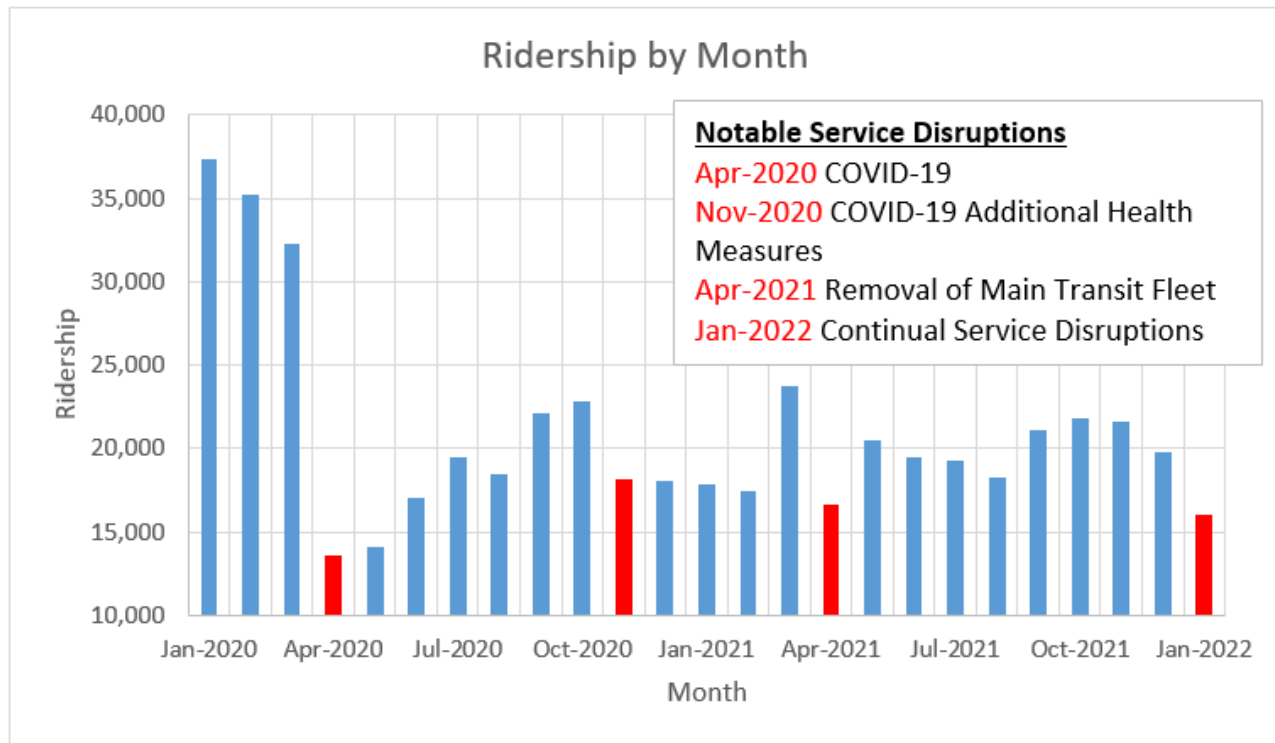
From 2009 to 2019 Prince Albert Transit saw a massive ridership increase of 60%. This trend saw the Cost Revenue Ratio exceed the goal of 40% in 2015 and 2016. The trend in the graph below illustrates the reduced yearly ridership due to COVID-19 and service disruptions/cancellations in 2020 and 2021.



As of March 2020, a large dip in ridership occurred due to COVID-19. Monthly ridership dropped as low as 13,593 in April 2020. Throughout 2020 and early 2021 Transit appeared to begin to recover seeing its largest monthly ridership throughout COVID in March 2021 (23,724). In April 2021, the main transit fleet was removed from service due to frame defects and was replaced with leased buses/shuttles. Unfortunately, bus shortages and maintenance forced the Rush Hour Route to be largely out of service from April-September once again reducing ridership. In October 2021, the City purchased 6 retired school buses at a low cost to operate as temporary transit vehicles. These buses have been vital in providing service while the City finds a permanent transit solution. It should be noted that without the purchase of the school buses the City would have had generally 1-3 buses on route from October to December rather than 3-6.

Although the school buses have filled in some of the service gaps they are not ideal for City Transit and have resulted in route inconsistency. Breakdowns have been common due to the age of the school buses. In early January 2022 there were some days where all 6 school buses were out of service due to maintenance issues.

The Ridership by Month graph below illustrates how major service disruptions and cancellations affect ridership on a month to month basis. The key takeaway is that with consistent transit service, ridership has routinely trended in a positive direction.



Bus Shelters

In 2020 and 2021, Prince Albert saw an unprecedented amount of vandalism at bus shelters. The initial vandalism began in April of 2020 and continued throughout the summer. When vandalism appeared to slow, the decision was made in November 2020 to reinstall 26 glass/Plexiglas shelter panels. The goal of this was to provide riders with a warmer wait in the winter. Unfortunately, shortly afterwards many of these panels were also shattered. Reinstallation was halted in February 2021 to review cost effective vandal resistant materials. In total, from April 2020 to June 2021, 79 glass/Plexiglas panels and 17 advertising panels were shattered or broken beyond repair.

The review of anti vandalism options was performed and as of Spring 2022, 4 shelters will be fitted with perforated metal anti-vandalism panels as a trial to improve rider experience and reduce repair costs. Statistics and public opinion will be monitored throughout 2022 and 2023 to determine if the trial is successful. Additionally, a shelter glass repair program will be made to strategically replace glass throughout 2022.

Looking Forward to 2022

Unfortunately, January 2022 has already seen 377 transit hours missed due to bus maintenance. As a result many routes were switched to hourly service or cancelled at times. The City has received 3 leased transit buses that have recently been put into regular service. As the City continues to improve the reliability of the transit fleet, ridership will begin to

increase.

Also of note, as of September 2022, The Saskatchewan Rivers Public School Division is no longer supplying bus service for high school students. The School division found in a study that an average of 315 students take the bus to and from PACI, Carlton, Wesmor and Won Ska High Schools. This transfer of service to City Transit will inevitably increase ridership as well as increase the knowledge and culture of Prince Albert City Transit. It is not expected that all 315 students will immediately take Public Transit but nonetheless a review of the City's transit system will be done throughout 2022 to ensure the additional ridership can be handled at peak hours.

It should be noted that the Ministry of Social Services was contacted in January 2022 to discuss an increase in discounted bus pass subsidy (Currently \$25). However, it was found that this subsidy is set province wide and will need further discussion and review to be increased.

The following Transit items will be reviewed in 2022.

1. **Full Transit Review** - A total system review will be completed throughout 2022 to determine ways to improve the Prince Albert Bus Transit Service. This will include a full route review.
2. **Crescent Acres Expansion Statistics** – The Crescent Acres expansion of the Rush Hour Route appears to be successful thus far. However, further review of transit statistics in this region will be reviewed once route consistency and transit ridership begins to recover.
3. **Promotional Events** – Promotional events will be held at strategic times of the year to increase effectiveness. Promotional events will look to be held once consistent transit is returned.
4. **Bus Fare Review** – A study will be completed to look at Prince Albert Transit Fare prices and categories.
5. **Shelter Glass Repair Program** – A glass repair schedule for damaged shelters will be made to improve rider experience.
6. **Vandal Resistant Shelter Panel Trial** – Perforated metal panels will be installed on the backs of 3 advertising shelters (6 panels) and 1 non-advertising shelter (4 panels) in the spring. The panels will be reviewed throughout 2022-23 to consider public opinion and

vandalism prevention statistics.

7. **Shelter Lighting Replacement** – Shelter lighting replacement to LED will be completed in 2022.

Conclusion

As a result of the COVID-19 pandemic, the removal of the main transit fleet and bus maintenance issues, 2020 and 2021 were unrepresentative years for Prince Albert Transit. Prior to this ridership showed steady improvement year after year. Moving forward Prince Albert transit is poised to rebound and improve service consistency and ridership. Although, it may take time to regain the ridership seen in 2018 and 2019.

PUBLIC NOTICE:

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

ATTACHMENTS: N/A

Written by: Evan Hastings, Transportation and Transit Manager

Approved by: Director, Public Works & City Manager

RPT 22-97

TITLE: Airport Plow Truck and Material Spreader Wet/Dry Combination Tender

DATE: February 23, 2022

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That Tender 75/21, for the purchase of a new Airport Plow Truck and Material Spreader Wet/Dry Combination, be awarded to Aebi Schmidt at a cost of \$423,694.77 which includes PST and GST, this being the low bid that meets all specifications, with funds coming from ACAP Grant Funding.
2. That the Mayor and City Clerk be authorized to execute any applicable documents on behalf of the City.

TOPIC & PURPOSE:

That the Airport Plow Truck and Material Spreader Wet/Dry Combination Tender 75/21 be accepted by Council as recommended and awarded to Aebi Schmidt at a cost of \$305,426.00 plus \$18,325.56 PST and \$15,271.30 GST for the plow truck and plow and \$76,281.00 plus \$4,576.86 PST and \$3,814.05 GST for the material spreader for a total of \$423,694.77. This being the low bid best meeting specifications.

BACKGROUND:

The City of Prince Albert Airport currently operates one plow truck, which is a 2000 International. A second truck has the sander and liquid tanks for ice control with a small plow, which is a 1989 truck. These trucks are critical in winter and summer runway maintenance. They also work as backup for each other in case the main plow truck is disabled.

The replacement plow truck will replace the 2000 International plow truck as the new plow truck and runway sweeper pulling truck, and the old 2000 International plow truck will have the new Material Spreader Wet/Dry Combination unit installed on it and be a backup for the new truck if needed and the main ice control truck. The old 1989 truck will be sold at auction. The Tender from Aebi Schmidt was the low bid that best suits the City's needs. The Tender Evaluation is attached.

PROPOSED APPROACH AND RATIONALE:

The ACAP (Airport Capital Assistance Program) replacement guide is twenty years on a plow truck. We first applied for ACAP Grant Funding in 2019. Funding was approved late in 2021 with the purchase to be approved before end of March 2022.

ACAP approved a maximum of \$420,000 for the plow truck and a maximum of \$105,000 for the material spreader and controls, this includes the equipment, training and shipping.

This replacement will allow for two trucks with proper runway plows and allow either one to do the others job as required as well retiring a thirty three year old truck.

Aebi Schmidt is a company that specializes in airport snow and ice control equipment and will be outfitting a Freightliner 114SD with the required equipment.

CONSULTATIONS:

Airport Operators, Mechanics and Management had discussions to ensure this unit would meet their needs before tendering.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

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

FINANCIAL IMPLICATIONS:

This unit is under budget and the funds are coming from the ACAP Funding Grant. There is no cost to the City.

Total ACAP Funding is \$525,000 and the total Plow truck Material Spreader Wet/Dry Combination is \$423,694.77.

OTHER CONSIDERATIONS/IMPLICATIONS:

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

STRATEGIC PLAN:

The City strives to align priorities and initiatives to the corporate strategies and deliver municipal services in cost-effective ways.

PUBLIC NOTICE:

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

PRESENTATION:

None

ATTACHMENTS:

Airport Plow Truck and Sander Tender Evaluation

.

Written by: Robert Snowdon, Fleet Manager

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

Airport Plow Truck and Material Spreader Wet/Dry Combination Tender Evaluation

ITEM TENDERED Plow Truck and Sander								ITEM 75/21		
SUPPLIER	MAKE	MODEL	SPEC DEVIATIONS	SPEC DEVIATIONS	SPEC DEVIATIONS	SPEC DEVIATIONS	ADDITIONAL COMMENTS	TOTAL TRUCK COST WITHOUT	TOTAL COST WITH ALL TAX	TOTALSANDER COST WITHOUT
Viking Chives Commercial Truck Equipment	IHC	MV507 6x4						\$315,500.00	\$463,813.50	\$102,350.00
Freightliner	108SD	19. Marmon Herington	20. not available	26. leaf spring suspension	29. 43'9" turning radius	Did not bid the sander portion		\$309,696.51	\$343,763.13	no bid
Maxim Truck and Fort Garry	IHC	MV507 6x4				Did not bid the sander portion		\$327,492.02	\$363,516.14	not bid
Redhead equipment and Fort Garry	Mack	Granite 44FR CAC	29. mack multi leaf not air	35. more than 75Db		Did not bid the sander portion		\$388,990.47	\$431,779.42	not bid
Aebi Schmidt	Freightliner	114SD 4X4	20. leaf spring suspension	35. 42 moldboard.				\$305,426.00	\$423,694.77	\$76,281.00

RPT 22-102

TITLE: Lease Agreement - Common Weal Community Arts Inc.

DATE: February 28, 2022

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That a Lease Agreement for 185 square feet of office space located within the City owned facility known as the Arts Centre, to Common Weal Community Arts Inc., be approved for a two (2) year term, commencing July 1, 2022 to June 30, 2024.
2. That the Mayor and City Clerk be authorized to execute the Lease Agreement on behalf of The City, once prepared.

TOPIC & PURPOSE:

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

BACKGROUND:

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

PROPOSED APPROACH AND RATIONALE:

Common Weal Community Arts Inc. is a provincial arts organization that collaboratively engages professional artists with communities to promote social change and cultural identity through creative expression. Historically, Common Weal has worked with people in poverty, First Nations communities, sex trade workers, inner city youth, women and children in transition, community health centres, inmates, artists' collectives and many others. These are all groups who are generally outside of the mainstream arts community for social, economic and cultural reasons.

A division exists between mainstream arts and the marginalized communities that Common Weal develops projects with. Through hands on community art programs, they have the opportunity to express themselves and communicate to the public about the issues they face.

The term for the proposed Lease Agreement is for 2 years (July 1, 2022 – June 30, 2024) as outlined under Section 2(a) of the current Lease Agreement. No other terms or conditions have been identified for the purpose of the new Lease Agreement.

The annual lease rate will equal \$2,846.69 during the first year of the term with a 2% annual increase scheduled for the remainder of the term.

CONSULTATIONS:

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

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

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

OTHER CONSIDERATIONS/IMPLICATIONS:

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

STRATEGIC PLAN:

Active & Caring Community: By offering a new two year lease agreement to Common Weal Community Arts Inc., the City of Prince Albert is assisting community partners with their ability to provide quality programs that benefit the community of Prince Albert.

OFFICIAL COMMUNITY PLAN:

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

PUBLIC NOTICE:

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

ATTACHMENTS:

1. Lease Agreement - Common Weal Community Arts Inc.
2. Lease Agreement - July 1, 2022 to June 30, 2024

Written by: Jody Boulet, Director of Community Services

Approved by: City Manager

LEASE AGREEMENT

THIS AGREEMENT made effective this 1st day of July A.D., 2019.

BETWEEN:

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

OF THE FIRST PART

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

OF THE SECOND PART

PREAMBLE

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

Lot C, Block E, Plan 82PA10562

(hereinafter called the "Arts Centre");

AND WHEREAS THE LANDLORD and THE TENANT had previously entered into a lease agreement effective July 1, 2016.

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

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

INTENT OF LEASE

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

TERM

2. To have and to hold the same unto "THE TENANT" for and during a term of three (3) years, to be computed from the 1st day of July, 2019 (hereinafter referred to as "the Commencement Date"), and from thenceforth next ensuing and fully to be complete and ended on the 30th day of June, 2022, subject to earlier termination which may be effected by either party giving thirty (30) days written notice.
 - a) In the event that the THE TENANT is in full compliance with the terms and conditions of the within Lease, it shall have the option of renewing one time, the within lease, for a further two (2) years upon the same terms and conditions as set out herein, save and except for the base rent which shall be agreed upon in writing (dated and signed) by the parties, not later than March 1, 2022.
 - b) In the event that THE TENANT wishes to renew the lease term, it shall notify THE LANDLORD of its intention to do so, in writing, prior to December 1, 2021.
 - c) In the event that THE TENANT does not so notify THE LANDLORD prior to December 1, 2021, or failing such written agreement respecting base rent prior to March 1, 2022, THE LANDLORD shall have access to the premises for the purpose of renting the same to any party and shall be entitled to prominently display upon the premises that they are available for rent.

RENT

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

Base Rent

- (a) "THE TENANT" shall pay for the within Leased Premises, during the term

of this Lease or any renewal thereof, commencing on the Commencement Date a base rent as follows:

(i) Subject to annual rent adjustments referred to in provision 3(a)(iii) of this Lease, pay THE LANDLORD \$2,682.50 per year for the rental of the office space for the years beginning July 1, 2019 and ending June 30, 2022.

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

1. August 1	\$672.50
2. November 1	\$670.00
3. February 1	\$670.00
4. May 1	\$670.00

(iii) After the first year of the term of this Lease, the annual rent shall be increased by Two (2.0 %) per cent of the annual base rent on each anniversary date during the remaining term of the Lease or any renewal thereof. It is further understood and agreed that the Tenant shall be responsible to pay any Goods and Services Tax (GST) which may apply.

Additional Rent

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

Back Rent

(c) all back rent from July 1, 2016, the effective date of the previous lease agreement, to July 1st, 2019 shall be paid upon signing of this Lease Agreement.

Goods and Services Tax

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

Interest on Overdue Rent

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

NATURE OF BUSINESS

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

COMPLIANCE AND INDEMNIFICATION

5. "THE TENANT" covenants with "THE LANDLORD" during the term of this Lease or any renewal thereof to comply promptly at its own expense with all laws, ordinances, regulations, policies, bylaws and requirements of the municipal and

other authorities, and all notices in pursuance of same, whether served upon "THE LANDLORD" or "THE TENANT", and to indemnify and save harmless "THE LANDLORD" from and against all any manner of actions or causes of action, damages, loss, cost or expenses, which "THE LANDLORD" may sustain, incur or be put to by reason of:

- (i) Any breach, violation or non-performance of any covenant or proviso hereof on the part of the Tenant;
- (ii) Any damage to property occasioned by the use and occupation of the Leased Premises;
- (iii) Any injury to person or persons including death resulting at any time therefrom occurring in or about the Leased Premises in or about the premises or sidewalks adjacent thereof; or
- (iv) Any claim that may be made regarding a defective or faulty product, part, workmanship, or service arising from the business of the Tenant.

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

TENANTS COVENANTS

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

Rent

- (a) to pay all rent as aforesaid;

Goods and Services Tax

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

Other Tax

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

Premises.

Alteration to Leased Premises

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

Telephone Services

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

Repair

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

Inspection

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

Exterior

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

Signs

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

Use of Equipment

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

Nuisance

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

Use

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

Monday – Thursday 9:00 a.m. – 9.00 p.m.,
 Friday 9:00 a.m. -- 5:00 p.m.,
 Saturday 10:00 a.m. – 4:30 p.m.,
 Sunday 1:00 p.m. – 4:30 p.m.

Summer hours are as follows:

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

Increasing Landlord Insurance Liability

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

Insurance

- (n) to insure forthwith upon commencement of the term and keep insured with an insurer or insurers satisfactory to "THE LANDLORD" at the sole cost

and expense of "THE TENANT", for the mutual benefit of "THE LANDLORD" and "THE TENANT", jointly and severally:

- (i) premises, property or operations, bodily injury, liability insurance (meaning thereby insurance against the liability imposed by law upon "THE TENANT" for the damages for care and loss of services because of bodily injury, and including death at any time resulting therefrom sustained by any person);
 - (ii) premises, property or operations, property damage, liability insurance (meaning thereby insurance against the liability imposed by law upon "THE TENANT" because of damage to or destruction of property, including loss of use thereof caused by accident, occurring and arising from the Leased Premises and/or property and "THE TENANT'S" operations described in this Lease); and
 - (iii) for the inclusive limits of Five Million Dollars (\$5,000,000.00) (exclusive of interest and costs) for the loss or damage resulting from bodily injury to or the death on one or more persons and for loss or damage to property regardless of the number of claims arising from and to produce evidence of such insurance upon the request of "THE LANDLORD".
 - (iv) to place and maintain at all times during the term or any renewal hereof, at its expense, insurance against damage to the Leased Premises or any of "THE LANDLORD'S" fixtures located therein resulting from theft, breaking and entering or malicious damage and to indemnify and save "THE LANDLORD" harmless against any loss or damage arising out of such theft, breaking and entering or malicious damage.
- (o) Not to do or suffer to be done on the Leased Premises anything without the written consent of the Landlord whereby any of the policies of insurance issued with respect to the Leased Premises may be rendered void or voidable by the insurers of the premiums paid therefor increased.
 - (p) Each such policy shall provide that the insurer shall not have any right to subrogation against THE LANDLORD on account of any loss or damage covered by such insurance, or on account of payments made to discharge claims against, or liabilities of, THE LANDLORD or THE TENANT covered by such insurance.

Assignment

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

Liens

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

Surrender of Premises

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

LANDLORD'S COVENANTS

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

Quiet Possession

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

Use of Common Areas

(b) that the "TENANT", its employees, invitees and customers during the term of this Lease shall be entitled to use the common areas of the City offices, including hallways, walkways, washrooms and other common outside areas as may be designated by the 'LANDLORD" for the purpose of ingress to or egress from the Leased Premises.

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

Insurance of Landlord

(d) that "THE LANDLORD" shall take out and keep in force during the term, insurance with respect to the whole premises, except for the leasehold improvements to the Leased Premises. The insurance to be maintained by "THE LANDLORD" shall be in respect of perils and to amounts and on terms and conditions which from time to time are insurable at a

reasonable premium and which are normally insured by reasonably prudent owners of properties similar to the premises, all as from time to time determined at reasonable intervals by insurance advisors selected by "THE LANDLORD", and whose opinion shall be conclusive.

Structural Repairs

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

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

Janitorial Services

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

MUTUAL COVENANTS

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

Default

- (a) that if the rent or any part thereof shall remain unpaid for fifteen (15) days after becoming payable or if any other covenant by "THE TENANT" herein shall not be fulfilled, and such default shall continue for fifteen (15) days of written notice thereof has been given by "THE LANDLORD" to "THE TENANT", or if "THE TENANT" shall become bankrupt or insolvent or if any receiving order in bankruptcy shall be made against "THE TENANT" or "THE TENANT" shall make any assignment for the benefit of its creditors under *The Bankruptcy Act* or take the benefit of any statute for the relief of insolvent debtors, or in case the Leased Premises or any part thereof should become and remain vacant and unoccupied for a period of twenty (20) days or be used by any person other than "THE TENANT", or be used by any person including "THE TENANT" for any purpose other than as hereinbefore provided, without the written consent of "THE LANDLORD", then and in every such case, the then current month's rent and three (3) months' additional rent shall immediately become due and payable and it shall be lawful for "THE LANDLORD" and any person or persons authorized by "THE LANDLORD" to re-enter the Leased Premises or any part thereof and re-possess them as in its former state and to expel THE TENANT and any other occupier from the premises, anything in this Lease to the contrary notwithstanding, and thenceforth these presents at the option of the Landlord shall be void.

Overflow, Leakage and Accident

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

Heating

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

Indemnity

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

Examination and Acceptance of Premises

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

Fixtures

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

Damages or Destruction of Building and Premises

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

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

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

Landlord's Right to Access

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

Sale, Lease, or Assignment by Landlord

(i) In the event of the sale or lease by THE LANDLORD of the Leased Premises,
or a portion thereof which contains the Leased Premises, or the

assignment by THE LANDLORD of this Lease or any interest of THE LANDLORD hereunder, THE LANDLORD shall, to the extent of such purchaser, lessee under such lease, or assignee, assumes the covenants and obligations of THE LANDLORD hereunder, be freed and relieved of liability pursuant to such covenants and obligations without further agreement. THE TENANT shall from time to time, at the request of THE LANDLORD, certify or acknowledge to any actual proposed mortgagee, purchaser, lessee or assignee, the status and validity of this lease, and the state of THE LANDLORD's and THE TENANT'S account hereunder.

Over-Holding

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

Remedy

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

Notice

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

Tenant's Address: Common Weal Community Arts Inc.

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

Landlord's Address: The City of Prince Albert

1084 Central Avenue
Prince Albert, SK S6V 7P3

Any such notice shall be deemed to be given on the second day following

the day on which such mailing was registered by the sender.

RELATIONSHIP CREATED

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

AMENDMENT OF LEASE

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

TERMS, COVENANTS AND CONDITIONS INVALID

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

GOVERNING LAW

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

ENTIRE AGREEMENT

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

ENUREMENT

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

EFFECTIVE DATE

15. "THE LANDLORD" and "THE TENANT" agree that notwithstanding this Agreement may be signed at an earlier or later date, the effective date shall be July 1st, 2019.

IN WITNESS WHEREOF the City of Prince Albert has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this 25th day of ~~June~~, A.D., 2019.

September

THE CITY OF PRINCE ALBERT

Deputy MAYOR

CITY CLERK

IN WITNESS WHEREOF the Common Weal Community Arts Inc. has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this 25 day of ~~June~~, A.D., 2019.

July

COMMON WEAL COMMUNITY ARTS INC.

Risa Payant
Executive Director

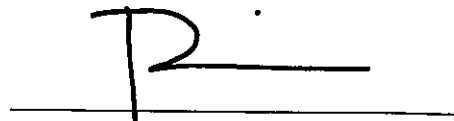
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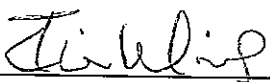
DECLARATION

I, Risa Payant, 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 Common Weal Community Arts Inc. (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
City of Prince Albert, in the Province
of Saskatchewan, this 25th day
of August, A.D., 2019.




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

February 23, 2021

LEASE AGREEMENT

THIS AGREEMENT made effective this 1st day of July A.D., 2022.

BETWEEN:

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

OF THE FIRST PART

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

OF THE SECOND PART

PREAMBLE

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

Lot C, Block E, Plan 82PA10562

(hereinafter called the "Arts Centre");

AND WHEREAS THE LANDLORD and THE TENANT had previously entered into a lease agreement effective July 1, 2019.

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

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

INTENT OF LEASE

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

TERM

2. To have and to hold the same unto "THE TENANT" for and during a term of two (2) years, to be computed from the 1st day of July, 2022 (hereinafter referred to as "the Commencement Date"), and from thenceforth next ensuing and fully to be complete and ended on the 30th day of June, 2024, subject to earlier termination which may be effected by either party giving thirty (30) days written notice.
 - a) In the event that the THE TENANT is in full compliance with the terms and conditions of the within Lease, it shall have the option of renewing one time, the within lease, for a further two (2) years upon the same terms and conditions as set out herein, save and except for the base rent which shall be agreed upon in writing (dated and signed) by the parties, not later than March 1, 2024.
 - b) In the event that THE TENANT wishes to renew the lease term, it shall notify THE LANDLORD of its intention to do so, in writing, prior to December 1, 2023.
 - c) In the event that THE TENANT does not so notify THE LANDLORD prior to December 1, 2023, or failing such written agreement respecting base rent prior to March 1, 2024, THE LANDLORD shall have access to the premises for the purpose of renting the same to any party and shall be entitled to prominently display upon the premises that they are available for rent.

RENT

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

Base Rent

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

(i) Subject to annual rent adjustments referred to in provision 3(a)(iii) of this Lease, pay THE LANDLORD \$2,846.69 per year for the rental of the office space for the years beginning July 1, 2012 and ending June 30, 2024.

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

1. August 1	\$711.67
2. November 1	\$711.67
3. February 1	\$711.67
4. May 1	\$711.68

(iii) After the first year of the term of this Lease, the annual rent shall be increased by Two (2.0 %) per cent of the annual base rent on each anniversary date during the remaining term of the Lease or any renewal thereof. It is further understood and agreed that the Tenant shall be responsible to pay any Goods and Services Tax (GST) which may apply.

Additional Rent

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

Back Rent

(c) All back rent from July 1, 2019, the effective date of the previous lease agreement, to June 30, 2022 shall be paid upon signing of this Lease Agreement.

Goods and Services Tax

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

Interest on Overdue Rent

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

NATURE OF BUSINESS

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

COMPLIANCE AND INDEMNIFICATION

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

Such indemnification in respect of any breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease shall survive any termination of this Lease anything in this Lease to the contrary

notwithstanding; provided however, that such indemnification shall in no event extend to the direct primary and proximate results of the negligence, reckless or wilful conduct of THE LANDLORD, its agents, employees or representatives.

TENANTS COVENANTS

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

Rent

- (a) to pay all rent as aforesaid;

Goods and Services Tax

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

Other Tax

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

Alteration to Leased Premises

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

Telephone Services

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

Repair

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

Inspection

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

Exterior

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

Signs

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

Use of Equipment

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

Nuisance

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

Use

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

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

Summer hours are as follows:

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

Increasing Landlord Insurance Liability

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

Insurance

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

voidable by the insurers of the premiums paid therefor increased.

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

Assignment

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

Liens

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

Surrender of Premises

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

LANDLORD'S COVENANTS

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

Quiet Possession

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

Use of Common Areas

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

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

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

Insurance of Landlord

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

Structural Repairs

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

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

Janitorial Services

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

MUTUAL COVENANTS

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

Default

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

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

Overflow, Leakage and Accident

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

Heating

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

Indemnity

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

Examination and Acceptance of Premises

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

Fixtures

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

Damages or Destruction of Building and Premises

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

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

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

from the time of such damage.

Landlord's Right to Access

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

Sale, Lease, or Assignment by Landlord

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

Over-Holding

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

Remedy

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

Notice

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

Tenant's Address: Common Weal Community Arts Inc.

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

Landlord's Address: The City of Prince Albert

1084 Central Avenue
Prince Albert, SK S6V 7P3

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

RELATIONSHIP CREATED

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

AMENDMENT OF LEASE

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

TERMS, COVENANTS AND CONDITIONS INVALID

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

GOVERNING LAW

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

ENTIRE AGREEMENT

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

ENUREMENT

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

EFFECTIVE DATE

15. "THE LANDLORD" and "THE TENANT" agree that notwithstanding this Agreement may be signed at an earlier or later date, the effective date shall be July 1st, 2022.

IN WITNESS WHEREOF the City of Prince Albert has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this _____ day of June, A.D., 2022.

THE CITY OF PRINCE ALBERT

MAYOR

CITY CLERK

IN WITNESS WHEREOF the Common Weal Community Arts Inc. has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this _____ day of June, A.D., 2022.

**COMMON WEAL COMMUNITY
ARTS INC.**



RPT 22-98

TITLE: PADBID Downtown Street Fair Ten Year Business License Exemption Request

DATE: February 23, 2022

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the request from the Prince Albert Downtown Business Improvement District (PADBID) for a business licence exemption for the Downtown Street Fair and its participating vendors over the next ten (10) years, 2022 to 2031 inclusive, be approved.

TOPIC & PURPOSE:

The purpose of this report is to approve a business licence exemption for the PADBID Downtown Street Fair and its participating vendors for ten (10) years, 2022 to 2031 inclusive.

BACKGROUND:

The City of Prince Albert received a letter from Rhonda Trusty, Executive Director of the PADBID, requesting a business licence exemption for the Downtown Street Fair and its participating vendors for ten (10) years.

This request comes at the end of the previous exemption granted by City Council. Resolution No. 0426 from the August 8, 2016 City Council Regular Meeting states;

“That the request from the Prince Albert Downtown Business Improvement District for a business licence exemption for the Downtown Street Fair and its participants over the next five (5) years from 2017 to 2021, inclusive, be approved.”

The PADBID had also received an exemption from City Council prior to that. Resolution No. 0165 from the May 7, 2012 City Council meeting states;

“2. That the Prince Albert Downtown Improvement Association, and the Spring and Fall Downtown Street Fair participants be exempt from requiring a business licence for events held in the Downtown Zone, over the next five (5) years from 2012 to 2016, inclusive.”

PROPOSED APPROACH AND RATIONALE:

The continued business licence exemption will allow the PADBID the opportunity to better attract a wide variety of vendors that may otherwise be deterred from participating in the event due to the potential cost of the business licence.

The participants of the event that would be exempt from requiring a business licence would not be limited to out of town businesses but also include local businesses that would be required to obtain another business licence to operate at this additional location.

As per Section 14 (d), of The Business License Bylaw, City Council has the ability to approve exemption requests such as this.

“14. A license shall not be required for:

(d) Such other activities as Council may by resolution exempt from the requirements of this bylaw;”

A ten (10) year exemption is being requested at this time as the Downtown Street Fair has been a long-term annual event, and the fact that the two previous requests for five year exemptions have been approved.

The Downtown Street Fair is one of the highlight annual summer events for the citizens of Prince Albert and draws thousands of families into the downtown each year. The PADBID works very hard to continue offering the fun family festival for free as well as attracting more vendors every year.

CONSULTATIONS:

Administration has spoken with Rhonda Trusty, Executive Director of PADBID, regarding the event and the process for exempting the event and vendors from the business licence fee.

PADBID has also been communicating with Community Services regarding any permits and requirements they may have for the event.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Administration will notify the PADBID of City Council's decision and follow up with the Department of Community Services if needed.

FINANCIAL IMPLICATIONS:

There would be no major financial implications to approving the business license exemption for the participants of the Downtown Street Fair as they have received a business licence exemption for the past ten (10) years.

If the participants of the Downtown Street Fair are exempt from requiring a business license, the City would not receive the potential license fees for the businesses that would continue to participate, however many vendors would be deterred and not participate due to the license fee expense.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no policy, or privacy implications or other considerations.

STRATEGIC PLAN:

This report supports the City's strategic goals of active and caring community and sustainable growth by providing high quality services and being responsive to the needs of our community.

OFFICIAL COMMUNITY PLAN:

This report is in line with the Official Community Plan Goal for Downtown Prince Albert to maintain it as a centre of city and regional activities by promoting mixed uses including those that apply specifically to the Downtown Street Fair: retail, culture, entertainment and recreation.

With the approval of the business license exemption the City would also be implementing the Municipal Cultural Action Plan by maintaining existing events that are promoted as all-inclusive and increase overall participation and would also be partnering with a community based organization on maintaining existing programs.

OPTIONS TO RECOMMENDATION:

- 1 That the request from the Prince Albert Downtown Business Improvement District (PADBID) of a business licence exemption for the Downtown Street Fair and its participating vendors over the next five (5) years, 2022 to 2026 inclusive, be approved.

This was rejected as the previous two requests for five (5) year exemptions have been approved, the PADBID requested a ten (10) year exemption, and administration thought a longer exemption would be appropriate.

- 2 That the request from the Prince Albert Downtown Business Improvement District (PADBID) of a business licence exemption for the Downtown Street Fair and its participating vendors in perpetuity, be approved.

This option was rejected as events are always evolving and expanding and administration wanted to allow for the fact that the PADBID may have a slightly different request in the future and City Council may want to review the exemption again in the future.

PUBLIC NOTICE:

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

ATTACHMENTS:

1. PADBID Exemption Request Letter

Written by: Heather Greier, Economic Development Coordinator

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

February 17, 2022
City of Prince Albert
1084 Central Avenue
Prince Albert
SK S6V 7P3

Dear Planning and Development Department:

Attention: Heather Greier

The Prince Albert Downtown Business Improvement District (PADBID) has received direction from the Board of Directors to start planning for the 2022 Street Fair.

The Street Fair is a wonderful community event that draws thousands of families to enjoy the amenities of Prince Albert's downtown area.

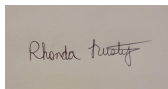
With this event we welcome vendors to our Street Fair to partake in the festival atmosphere and to give them the opportunity to showcase their wares.

The PADBID organization is asking the City of Prince Albert to consider waiving the Business License fee that is currently in place for vendors. This is a one-day event and we wish to be able to draw vendors to our downtown area with minimal expense on their part.

Please consider the waiving of business license fees for our vendors for this event. We also ask that the waiving of fees be considered for a 10-year time frame as this is an annual event.

Thank you for your time and consideration in this matter.

Sincerely,



Rhonda Trusty, Executive Director
Prince Albert Downtown (PADBID)
(306) 763-1802





City of Prince Albert

RPT 22-100

TITLE: Residual Land Sale – Habitat For Humanity Saskatchewan Inc.

DATE: February 24, 2022

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That the sale of Lot 53, Block 29, Plan 101349244 Ext 108 to Habitat for Humanity Saskatchewan Inc., for \$329.92 plus GST, be approved subject to:
 - a. Consolidation of the subject parcel with the property to the south, legally described as Lot 29, Block 29, Plan B651 Ext 109; and,
2. That Mayor and City Clerk be hereby authorized to execute the Sale Agreement and any other necessary documentation, on behalf of the City, once prepared.

TOPIC & PURPOSE:

The purpose of this report is to sell a small portion of residual land, located immediately to the north of 452 19th Street East, to Habitat for Humanity.

BACKGROUND:

Recently, Habitat for Humanity questioned the ownership of a small piece of land that forms a part of one of their lots that they have been paying property taxes on it. The parcel is 329.92 square feet in size and is located at the northern end of 452 19th Street East. Upon review, it was identified that this piece is actually owned by the City, not Habitat for Humanity.

The City holds numerous pieces of residual land, small lots or parcels that do not meet the necessary City Bylaws for independent development, throughout the City. In this particular case, there is a small piece of land, which forms a part of the rear yard of 452 19th Street East that is owned by the City. See the attached location plans.

The established practice for pricing residual, residential land is to sell it for \$1/square foot, making the purchase price \$329.92 plus GST.

PROPOSED APPROACH AND RATIONALE:

In order to ensure that this property meets all the necessary City Bylaws, Zoning, Building, etc., and in order to ensure that Habitat for Humanity owns the entirety of the property, the City intends to sell this piece of residual land. Additionally, as the subject land is undevelopable on its own, it has no services or access, and as the property owner is already using the land as part of their yard, the best course of action is to sell.

As noted in the resolution above, Habitat for Humanity will also be required to consolidate the subject land with their own, which can be done through Descriptive Plan and managed Administratively. Habitat for Humanity has been informed that they are responsible for all costs associated with this sale and consolidation.

CONSULTATIONS:

Planning and Development Services reviewed this proposed sale internally and no issues were raised.

Planning and Development Services have been in contact with Habitat for Humanity throughout this process in order to ensure they are aware of all of the steps, costs, etc.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Subject to Council approval, Administration will follow up with the purchaser and finalize the necessary documentation and agreements.

OTHER CONSIDERATIONS/IMPLICATIONS:

There is no options to the recommendation, nor any policy, financial, or privacy implications to consider with this report.

STRATEGIC PLAN:

This report speaks to “Sustainable Growth” specific to the review of vacant land and the development strategies for determining best use.

OFFICIAL COMMUNITY PLAN:

Section 15.8 Planning and Development Services

3. Land Assembly and development: The city has a portfolio of surplus land that could be considered for development under a number of policy scenarios.

1. Inventory and categorize existing land into zoning, size, serviceability and marketability.

As the property in question does not represent land that we can consider for independent development, it is best that the City sell it and remove it from its inventory.

PUBLIC NOTICE:

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

PRESENTATION: none

ATTACHMENTS:

1. Location Map
2. Draft Sale Agreement

Written by: Leanne Fyrk, Property Coordinator

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



SALE AGREEMENT

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

BETWEEN:

THE CITY OF PRINCE ALBERT,
a municipal corporation
in the Province of Saskatchewan,
(herein called "the Vendor")

OF THE FIRST PART

–and –

HABITAT FOR HUMANITY SASKATCHEWAN INC.,
a registered corporation operating in the City of Prince Albert
in the Province of Saskatchewan,
(herein called "the Purchaser.")

OF THE SECOND PART

WHEREAS the Purchaser wishes to purchase the Land described herein from the Vendor and the Vendor has agreed to sell the Land to the Purchaser;

NOW THEREFORE WITNESSETH that the parties hereto covenant and agree together as follows, namely:

1. The Vendor hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase from the Vendor the following land:

Legal Description:
Lot 53, Block 29, Plan 101349244 Ext 108
(Identified and marked on the attached "Schedule A")

2. The Purchaser shall cause to be paid to Vendor or Vendor's solicitor on the date that this Agreement is executed by both parties ("**the Date of Purchase**") the purchase price Three Hundred, Twenty-Nine Dollars and Ninety-Two Cents (\$329.92 plus Goods and Services Tax).

3. The Vendor agrees to sell to the Purchaser all of the Vendor's right, title, estate and interest in the Land, on an all faults basis, without warranty or representation by the Vendor, for the Purchase Price.
4. The Purchaser agrees that the Land is purchased as found. The Vendor expressly disclaims any warranty as to the quality of fitness of the subsoil or any other condition of the Land for the Purchaser's purposes.
5. The Purchaser agrees that:
 - a. Consolidation of title(s) or Descriptive Plan of Survey is required, which shall be accomplished with the cooperation of the vendor at cost to the Purchaser.
 - b. The Purchaser agrees to grant the required easements to SaskPower, SaskEnergy, SaskTel and the City of Prince Albert for underground services in forms capable of registration as against the title(s), and agrees to fulfill all terms and conditions identified by the aforementioned corporations in performance thereof.
6. The Purchaser agrees to indemnify and save harmless the Vendor from any and all liability and costs arising from the Purchaser's use and occupation of the Land.
7. It is further understood and agreed by the parties hereto that the closing date of the within transaction be the 30th day of April, 2022 (hereinafter referred to as the "Date of Closing").
8. The parties hereby agree that property taxes with respect to the Land shall be adjusted as at the Date of Purchase. The Purchaser agrees to pay the 2022 taxes to the end of the year from the Date of Purchase. All taxes shall be paid thereafter by the Purchaser.
9. The parties hereby agree that the Purchaser shall be responsible for and shall pay any and all taxes, specifically including goods and services tax, arising out of the within transaction as of and from the Date of Purchase.
10. The parties hereby further agree that each party shall be responsible for its own legal fees and disbursements with respect to the within transaction, except as may be otherwise expressly stated in this Agreement, provided that the Purchaser shall be responsible for the payment of all registration charges with respect to the consolidation of titles and the registration of the Transfer of Authorization for the conveyance of the Title to the Land at Information Services Corporation.
11. The Vendor shall deliver a registerable Transfer Authorization of the Land

pursuant to The Land Titles Act of Saskatchewan to the Purchaser free of all encumbrances, once titles have been consolidated. Upon receiving a Transfer Authorization of the Land, the Purchaser will be responsible to register title immediately.

12. The parties hereto agree to execute promptly when prepared, any further documents required to complete the within transaction or to give effect to the within Agreement.

13. In the event that the Purchaser fails to comply with any of the terms and conditions set out herein, the Agreement may, in the sole discretion of the Vendor, be terminated by the Vendor upon forwarding written notice of termination by registered mail to the Purchaser. The said notice of termination shall be deemed to be received by the Purchaser on the date of actual receipt of the notice by the Purchaser or three (3) days following the mailing of the notice of termination by the Vendor, whichever shall occur first.

14. The Purchaser agrees that in the event that the Vendor terminates this Agreement pursuant to paragraph 13, the Purchaser shall be deemed to have quit claimed all its interest and rights to the Land in favour of the City and shall immediately, or so soon thereafter as is practicable, return title to and possession of the Land to the Vendor free and clear of any encumbrances or liens except those specifically agreed to pursuant to this Agreement. The Purchaser further agrees that if the Vendor is required to commence legal proceedings to secure possession, or to remove an encumbrance or lien, all costs, including solicitor/client costs, incurred by the Vendor shall be the sole responsibility of the Purchaser.

15. It is further understood and agreed that in the event the Purchaser does not proceed with or is in default of this Agreement or the Land has been quit claimed back to the Vendor, the Purchase Price monies shall be forfeited to the Vendor as liquidated damages.

16. The within Agreement sets forth the entire understanding between the parties hereto and it may not be amended except by a written agreement signed by all the parties hereto.

17. This Agreement shall be construed in accordance with and governed by the laws of the Province of Saskatchewan.

18. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

19. Time shall be of the essence.

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. 2022.

THE CITY OF PRINCE ALBERT

MAYOR

CITY CLERK

IN WITNESS WHEREOF HABITAT FOR HUMANITY SASKATCHEWAN INC., has hereunto set their respective hand and seal this _____ day of _____, A.D. 2022.

HABITAT FOR HUMANITY SASKATCHEWAN INC.

(print name)

(seal)

SCHEDULE "A"

QUIT CLAIM

THIS QUIT CLAIM made in duplicate this ___ day of _____, A.D. ____.

BETWEEN:

HABITAT FOR HUMANITY SASKATCHEWAN INC.,
a registered corporation operating in the City of Prince Albert
in the Province of Saskatchewan,
(herein called the "Purchaser")

- and -

THE CITY OF PRINCE ALBERT,
a municipal corporation
in the Province of Saskatchewan,
(herein called the "City")

WHEREAS the Purchaser entered into a Sale Agreement with the
City;

AND WHEREAS the Purchaser failed to exercise the agreement in
accordance with the terms expressed therein;

WITNESSES that the Purchaser, in consideration of the terms
contained in the said Sale Agreement and other good and valuable consideration, receipt
whereof is hereby by him acknowledged, grants, releases and quits claim to the City all
the estate, right, title, interest, claim and demand whatsoever both at law or in equity and
expressly releases all claims and interest in the value of the option and in the land,
whether in possession or expectancy of the Purchaser, legally described as follows:

Legal Description:
Lot 53, Block 29, Plan 101349244 Ext 108
Civic Address:
Behind 452 19th Street East

Together with the appurtenances thereunto belonging to the land or the Purchaser, subject nevertheless to the reservations, limitations, provisos and conditions expressed in the original grant from the Crown.

It is expressly understood and agreed that reference to individuals in this Quit Claim shall include corporations, executors, administrators, successors and assigns and references in the singular number shall include the plural number and references in the masculine gender shall include the feminine gender or neuter, whenever the context so require

IN WITNESS WHEREOF HABITAT FOR HUMANITY SASKATCHEWAN INC., has hereunto set their respective hand and seal this _____ day of _____, A.D. 2022_____.

HABITAT FOR HUMANITY SASKATCHEWAN INC.

(print name)

(seal)

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. 20_____.

THE CITY OF PRINCE ALBERT

MAYOR

CITY CLERK

RPT 22-101

TITLE: Bylaw No. 15 of 2021 - The Fire Services Bylaw - Section 36.1 Low Hazard Fireworks

DATE: **February 24, 2022**

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATION:

1. That Bylaw No. 15 of 2021 be amended as follows:
 - a. That Subsection 36(c) be deleted in its entirety and the following Subsection 36(c) be inserted:

No person shall ignite sky lanterns (or any variant) within the municipal boundaries of the City of Prince Albert.;
 - b. That the following Section 36.1 - Discharge of Low Hazard Fireworks be inserted:
 - (a) No person shall discharge any low hazard fireworks and no person being the owner or occupant of any premises shall permit any low hazard fireworks to be discharged except:
 - (i) between the hours of dusk and 11:00 p.m. on Canada Day; or,
 - (ii) between the hours of dusk on New Year's Eve to 12:15 a.m. on New Year's Day.
 - (b) No person shall set off any fireworks in a manner that would create a danger or nuisance to another person or property.
 - (c) No person shall set off any fireworks during a declared fire ban as identified in section 28.

- (d) No person shall set off any fireworks on a street or other public place except as part of a public high-hazard fireworks display as permitted by this Bylaw.
 - (e) No person shall set off any fireworks on a school site without the prior written consent of the Board of Education that owns the site.
 - (f) No person under 18 years of age shall set off any fireworks except under the direct supervision of a parent, guardian or other responsible adult.
 - (g) No parent or guardian of a child under 18 years of age shall permit the child to set off any fireworks, except when under the direct supervision of the parent or guardian.
 - (h) A fee for service shall occur when any costs incurred by the Fire & Emergency Services department when called upon to extinguish such fire when, in the opinion of the Fire Chief or his designate, the fire was a result of fireworks.; and,
- c. That Schedule B1 be deleted in its entirety and the following Schedule B1 be inserted:

Pursuant to the provisions of Bylaw No. 15 of 2021, The Fire Services Bylaw, please be advised that:

No person shall discharge any low hazard fireworks and no person being the owner or occupant of any premises shall permit any low hazard fireworks to be discharged except:

- Between the hours of dusk and 11:00 p.m. on Canada Day; or,
- Between the hours of dusk on New Year's Eve to 12:15 a.m. on New Year's Day.;

- 2. That Bylaw No. 15 of 2021, as amended be given third and final reading; and,
- 3. That Administration bring forward a report to amend Noise Bylaw No. 1 of 2016.

TOPIC & PURPOSE:

To approve the amendments made by administration to Bylaw No. 15 of 2021, The Fire Services Bylaw, and that the Bylaw be introduced and given third and final reading at the Monday, March 7, 2022 City Council meeting.

BACKGROUND:

The Fire Services Bylaw, Bylaw No. 15 of 2021, was brought forward for third and final reading at the January 24, 2022 City Council Meeting. At that time, City Council referred the bylaw back to Administration to bring forward the proper wording to amend the Fire Services Bylaw to allow for low hazard fireworks on New Year's Eve and Canada Day.

PROPOSED APPROACH AND RATIONALE:

Section 36 Fireworks, and 37 Discharge of Low Hazard Fireworks have been updated and now clarify the specified dates and times a person can ignite low hazard fire works within City limits. The responsibility of persons igniting low hazard fireworks are as follows:

36) FIREWORKS

- (a) No person shall sell any High-Hazard fireworks to another person unless the purchaser holds a valid Fireworks Display Supervisor Certificate.
- (b) No person shall sell any Low-Hazard fireworks to another person unless the purchaser is 18 years of age or older.
- (c) No person shall ignite sky lanterns (or any variant) within the municipal boundaries of the City of Prince Albert.
- (d) Any business that sells Low-Hazard fireworks shall display in a readable format as near as practicable to the fireworks offered for sale and in clear view of any customers the Notice to Public set out in Schedule "B1".

37) DISCHARGE OF LOW HAZARD FIREWORKS

- (a) No person shall discharge any low hazard fireworks and no person being the owner or occupant of any premises shall permit any low hazard fireworks to be discharged except:
 - (i) between the hours of dusk and 11:00 p.m. on Canada Day; or
 - (ii) between the hours of dusk on New Year's Eve to 00:15 a.m. on New Year's Day.
- (b) No person shall set off any fireworks in a manner that would create a danger or nuisance to another person or property.
- (c) No person shall set off any fireworks during a declared fire ban as identified in section 28.

- (d) No person shall set off any fireworks on a street or other public place except as part of a public high-hazard fireworks display as permitted by this Bylaw.
- (e) No person shall set off any fireworks on a school site without the prior written consent of the Board of Education that owns the site.
- (f) No person under 18 years of age shall set off any fireworks except under the direct supervision of a parent, guardian or other responsible adult.
- (g) No parent or guardian of a child under 18 years of age shall permit the child to set off any fireworks, except when under the direct supervision of the parent or guardian.
- (h) A fee for service shall occur when any costs incurred by the Fire & Emergency Services department when called upon to extinguish such fire when, in the opinion of the Fire Chief or his designate, the fire was a result of fireworks.

CONSULTATIONS:

The Fire Chief worked with the Deputy Fire Chief and City Solicitor to make the additions to the Fire Services Bylaw.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

The Prince Albert Fire Department will work with the Communications Manager to update the City's website, social media platforms, and written communication to:

- Educate the community on how the new bylaw will impact them;
- Educate residents and businesses on what they can do to help keep our community safe from fire hazards;
- Educate residents and businesses on what precautions they can take to prevent potential fires, including the establishment of a fire safety plan;
- Continue to work with the Saskatchewan Association of Fire Chiefs and NFPA on fire prevention themes annually which includes prevention material for children;
- Continue to engage the three school divisions annually; and
- Educate residents and businesses on the penalties outlined in the Bylaw.

POLICY IMPLICATIONS:

There are no Policy, Financial, Official Community Plan, or Privacy implications.

OTHER CONSIDERATIONS/IMPLICATIONS:

In order to ensure that the permitted discharge of low hazard fireworks on Canada Day/New Years under section 37(a) of *The Fire Services Bylaw* is not offside *The Noise Bylaw* (Bylaw No. 1 of 2016) it is recommended that *The Noise Bylaw* be amended to add a subsection 12(p) to its noise exemptions as follows:

EXEMPTIONS

12. The provisions of this Bylaw shall not apply to:

- “(p) the reasonable and safe discharge of low hazard fireworks during specified hours and in circumstances expressly permitted by City of Prince Albert bylaw.”

There are no Policy, Financial, Official Community Plan, or Privacy implications.

STRATEGIC PLAN:

Corporate Sustainability – the City is committed to continued improvements to its Bylaws as the needs of the community and practices of the organization change over time.

OPTIONS TO RECOMMENDATION:

No options recommended. The amendments made to Bylaw 22 of 2021, Fire Services Bylaw to allow for low hazard fireworks on Canada Day and New Year’s Eve was directed by City Council.

PUBLIC NOTICE:

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

ATTACHMENTS:

1. Fire Services Bylaw No. 15 of 2021

Written by: Kris Olsen, Fire Chief

Approved by: City Solicitor & City Manager

CITY OF PRINCE ALBERT BYLAW NO. 15 OF 2021

A Bylaw of The City of Prince Albert to provide for fire prevention, suppression and protection services, along with outlining the duties and powers of the Fire Department and setting fees and charges for fire services

WHEREAS the “Cities Act” section 8(1) provides the City Council of The City of Prince Albert the power to pass bylaws for city purposes that it considers expedient in relation to the following matters respecting the city:

- a. the peace, order and good government of the city;
- b. the safety, health and welfare of people, and the protection of people and property.

AND WHEREAS it is desirable that the Fire Department provide certain non-emergency services;

AND WHEREAS it is desirable that the people for whom services are provided be responsible for offsetting the cost of providing those services;

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

PART I

SHORT TITLE AND INTERPRETATION

1. Short Title

This bylaw may be cited as the “Fire Services Bylaw”.

2. Definitions & Abbreviations

Non-defined Definitions

Words and phrases used in this bylaw that are not included in the list of definitions shall have the meanings that are commonly assigned to them in the context in which they are used, taking into account the specialized use of terms by the various trades and professions to which the terminology applies.

In this Bylaw,

- (a) “Act” means The Cities Act;
- (b) “Authority having jurisdiction” as referred to throughout the National Fire Code of Canada, means the Fire Chief of the Prince Albert Fire Department and shall include any person(s) authorized to act on the Fire Chief’s behalf;
- (c) “Building” means any structure used or intended for supporting or sheltering any use or occupancy;
- (d) “Business Owner” includes a person whose name a business license is issued to;
- (e) “CAN/CSA-6.19 Standard” means the National Standard of Canada designation for Residential Carbon Monoxide Alarming Devices, as issued under the auspices of the Canadian Standards Association, and includes any successor Standard;
- (f) “CAN/ULC-S531 Standard” means the National Standard of Canada designation for the Standard for smoke alarms, as issued under the auspices of the Underwriters’ Laboratories of Canada, and includes any successor Standard;
- (g) “Carbon Monoxide Alarm” means a combined carbon monoxide detector and audible alarm device that is:
 - i. Designed to sound an alarm within the room or suite in which it is located upon the detection of elevated levels of carbon monoxide gas, and
 - ii. Conforms to the CAN/CSA-6.19 Standard.

- (h) “Care or Detention Occupancy” means the occupancy or use of a building or part thereof by persons who require special care or treatment because of cognitive or physical limitations or by persons who are restrained from, or are incapable of, self-preservation because of security measures not under their control;
- (i) “City” means The City of Prince Albert;
- (j) “Closure” means a closure within the meaning of The National Fire Code of Canada;
- (k) “Combustible Liquid” means a combustible liquid within the meaning of The National Fire Code of Canada;
- (l) “Dangerous Goods” means dangerous goods within the meaning of The National Fire Code;
- (m) “Dwelling” means any house, detached building, semi-detached building or other structure intended to be used as a residence able to be occupied by one or more persons and usually containing cooking, eating, living, sleeping and sanitary facilities;
- (n) “Dwelling Unit” means a suite operated as a housekeeping unit, used or intended to be used by one or more persons and usually containing cooking, eating, living, sleeping and sanitary facilities;
- (o) “False Alarm” means an alarm in a building to which the Fire Department responds and in respect of which no fire or similar emergency is found;
- (p) “Fire Alarm System” means any device or series of devices that are designed to detect fire, smoke or heat that when activated emits or transmits a local or remote audible, visual or electronic signal intended to act as a warning, or to summon the Fire Department, but does not include a residential smoke alarm;
- (q) “Fire Chief” means the Director of the Prince Albert Fire Department as appointed or employed by the City, and anyone authorized or delegated to act on behalf of the Fire Chief;
- (r) “Fire Department” means the Fire Department of The City of Prince Albert;

- (s) “Fire Hydrant” means a fire protection device that enables firefighters to connect to the municipal water supply system for the purpose of extinguishing a fire;
- (t) “Fire Inspector” means the person performing fire inspection duties and is authorized by the Fire Chief to act as an inspector under the provisions of this Bylaw;
- (u) “Fire Separation” means a fire separation within the meaning of The National Fire Code;
- (v) “Fireworks” means any article defined as a firework pursuant to *The Canada Explosives Act* or regulations thereto, shall also include Low Hazard Fireworks and High Hazard Fireworks as defined hereafter:
 - i. “Low-Hazard” fireworks for recreation such as firework showers, fountains, golden rain, lawn lights, pin wheels, roman candles, volcanoes and sparklers; and
 - ii. “High-Hazard” fireworks for recreation such as rockets, serpents, shells, bombshells, tourbillions, maroons, large wheels, bouquets, barrages, bombardos, waterfalls, fountains, mines and firecrackers (also known as “display fireworks”).
- (w) “Fireworks Display” means an exhibition of fireworks intended for the entertainment of the general public or in open view of the general public;
- (x) “Fireworks Display Permit” means a permit issued pursuant to Schedule “B”;
- (y) “Fireworks Display Supervisor” means a person who has been certified as a display supervisor by the Chief Inspector of Explosives Regulatory Division of Natural Resource Canada, or its successor;
- (z) “Fireworks Display Unit” means a bin, crate, box or case used to display fireworks to the public;
- (aa) “Fireworks Vendor” means any person, organization or company that sells, displays or offers for sale fireworks;
- (bb) “Flammable Liquid” means a flammable liquid within the meaning of The National Fire Code;

- (cc) “Hazardous Substance” means a hazardous substance within the meaning of *The Hazardous Substances and Waste Dangerous Goods Regulations*, as revised and amended from time to time;
- (dd) “Hush Feature” means a button or mechanism integrated into a smoke alarm by the manufacturer designed to silence the Smoke Alarm for a set period of time;
- (ee) “Incident Commander” means the Officer on scene that is coordinating Members during the incident;
- (ff) “Lock Box” means a metal box or cabinet purchased from the Fire Department to which the Fire Department possesses an access key for the storage of keys or devices for emergency access to the principal entrance of a building and any other door or hatch required for firefighting purposes;
- (gg) “Member” means a person employed within the Fire Department as a firefighter;
- (hh) “National Fire Code of Canada” means the Code declared to be in force pursuant to Subsection 3(1), of *The Fire Safety Regulations*, including any amendments to it from time to time;
- (ii) “NFPA” means the National Fire Protection Association;
- (jj) “Owner” means a person who has any title, right, estate or interest in land or buildings other than that of an occupant, lessee, or tenant;
- (kk) “Peace Officer” means a police officer or a constable appointed pursuant to any legislation;
- (ll) “Permit” means the written authority issued by the authority having the jurisdiction pursuant to the provisions of this Bylaw;
- (mm) “Person” includes a corporation and other legal entities;
- (nn) “Personal Care Home” means a personal care home as defined in *The Personal Care Homes Act*.
- (oo) “Property Manager” includes a management company and a person who is responsible for the maintenance or upkeep of a building;
- (pp) “Property Owner” means the person on title for a parcel of land at Land Titles;

- (qq) “Registered Owner” means the person whose name a vehicle is registered pursuant to the vehicle registration.
- (rr) “Residential Occupancy” means the occupancy or use of a building or part thereof by persons for whom sleeping accommodation is provided but who are not harboured or detained to receive medical care or treatment or are not involuntarily detained;
- (ss) “Residential Service Facility” means a residential-services facility as defined in *The Residential Services Act*;
- (tt) “Smoke Alarm” means a combined smoke detector and audible alarm device that is:
 - i. Designed to sound an alarm within the room or suite in which it is located upon the detection of smoke within the room or suite, and
 - ii. Conforms to the CAN/ULC-S531 Standard.
- (uu) “Storage Garage” means a building or part thereof intended for the storage or parking of motor vehicles and containing no provision for the repair or servicing of such vehicles.

3. Purpose

The purpose of this Bylaw is:

- (a) To apply and enforce the National Fire Code of Canada, which establishes standards for fire prevention, firefighting and life safety in buildings and the additional fire safety requirements set out in this Bylaw;
- (b) To provide for the prevention and suppression of fires;
- (c) To provide guidelines for the storage and handling of flammable liquids, combustible liquids, dangerous goods, hazardous substances and waste dangerous goods;
- (d) To provide for services of any kind at the site of an emergency;
- (e) To provide for inspection of buildings, structures and premises in relation to fire safety;
- (f) To regulate the sale and use of fireworks and pyrotechnics; and

- (g) To establish fees and charges for false alarms, permits, violations and certain services provided by the Fire Department.

PART II
FIRE DEPARTMENT

4. Establishment of Department

- (a) The Prince Albert Fire Department is established.

The Prince Albert Fire Department is responsible for Fire Protection, including:

- i. fire suppression;
- ii. Fire prevention and inspections;
- iii. Fire investigations;
- iv. Educational programs, and
- v. Airport fire suppression services.

- (b) The Prince Albert Fire Department is responsible for Rescue Operations, including:

- i. Surface water rescue;
- ii. Tactical rope rescue;
- iii. Vehicle extrication;
- iv. Structural collapse support operations;
- v. Confined space entry; and
- vi. Trench rescue operations.

- (c) The Prince Albert Fire Department is responsible for Dangerous Goods First Response: Operations Level.

- (d) The Prince Albert Fire Department is responsible for Pre-Hospital Emergency Medical Support Service.

5. Duties of Fire Chief

- (a) The Fire Chief is the Director of the Fire Department.
- (b) The Fire Chief shall administer and enforce this Bylaw within the City and shall perform any other duties and may exercise any other powers that may be delegated by City Council.
- (c) The Fire Chief is responsible for maintenance of discipline within the Fire Department and may make rules and regulations necessary to carry out the daily administration and operations of the Department.
- (d) The Fire Chief or his or her designate may at any fire have the right and authority to:
 - i. Enter or authorize the entry of any Members to a Building, or
 - ii. Pull down or demolish Building or structure where he deems it necessary to extinguish a fire, to prevent the spreading of a fire or to protect the public from a possible collapse.
- (e) The Fire Chief is authorized to further delegate any matter delegated to the Fire Chief under this Bylaw.
- (f) Nothing in this Bylaw limits the powers granted to the Fire Chief by any Provincial or Federal legislation.

6. Correction of Hazards

- (a) If the Fire Chief or his or her designate finds in a church, school, rink, apartment block, hotel, motel, restaurant, night club, bingo parlor or any other building used by the public as a resort or place of public amusement, that any entrance doors or any emergency exit doors are blocked, barred, bolted, or locked in any manner other than with standard panic hardware or a form of quick acting hardware during the time when the building is being publicly used, the Fire Chief may order the owner, tenant or occupant responsible to immediately remove all such blockages, bars, bolts, chains or other devices so that doors can be readily opened from the interior.

- (b) If the Fire Chief or his or her designate reasonably believes that the room exceeds the maximum occupant load, the number of occupants shall be reduced to a number less than or equal to maximum occupant load.
- (c) Whenever the Fire Chief or his or her designate finds a building, structure or premise or part of a building, structure or premise which is unoccupied and which, in his or her opinion, is not being kept in a safe condition to guard against fire or the risk of fire or other dangerous risk or accident, he or she may order in writing the owner, tenant, occupant, or agent responsible to remedy the dangerous condition and to secure that building, structure or premise or part of the building, structure or premise in such a manner as to prevent any unauthorized entry of the building, structure or premise or part of the building, structure or premise by any person while it is unoccupied.
- (d) In the event of an immediate hazard if the owner, tenant, occupant or agent responsible refuses and/or neglects to comply with the written order of the Fire Chief or his or her designate to remedy the hazardous condition or if the owner, tenant, occupant or agent responsible for the building cannot be located, the Fire Chief may take such action as is appropriate, without notice and at the expense of the owner, tenant, occupant or agent responsible for the building. Such costs shall form part of the taxes on the land on which the action is taken pursuant to Section 333 of the Act.

7. Fees for Service

- (a) The Fire Department is authorized to charge the applicable fees for the various services, test and emergency responses listed in Schedule "A" as attached to this Bylaw.
- (b) The fees shall be reviewed and set by City Council on the advice of the Fire Chief, as required.
- (c) The fees provided for by this section may be charged to a property owner, a business owner, the person requesting the service, or the person who benefits from the service.

(d) Extraordinary Costs:

- i. Where the actual costs of providing the services set out in Schedule “A” exceed the amount set out in Schedule “A” because providing the service took an unusually long time or required specialized equipment, apparatus or materials from the Fire Department, or for any reason outside of the control of the Fire Department, the Fire Department may charge a fee in addition to that set out in Schedule “A.”
- ii. The additional fee provided for in this section must reflect the additional cost of providing the service and a reasonable administrative fee.
- iii. The fees provided for by this section may be charged to a registered owner, a property owner, a business owner, property manager, alarm company, the person requesting the service, or the person who benefits from the service.

(e) Unusual Circumstances:

- i. Where the Fire Department provides any emergency or non-emergency service that requires equipment, personnel, apparatus, or materials that is not usually requested to perform that service, the Fire Department may charge a fee reflecting the additional costs to perform the service as set out in Schedule “A.”
- ii. If Fire Department equipment, apparatus or vehicles are damaged in the course of the Fire Department providing any emergency or non-emergency functions outside of the City limits and where no mutual aid agreement exists, the Fire Department may charge a fee reflecting the cost of the damage.
- iii. The fees provided for under this section may be charged to a registered owner, property owner, business owner, property manager, the person requesting the service, or the person who benefits from the service.

8. Agreement for Emergency Service

- (a) The City may enter into an agreement with any other municipality, municipal government, First Nation Government, a person or other properly constituted authority, organization or agency for the furnishing of firefighting or fire prevention services or emergency services on any terms that may be agreed upon, including the setting and payment of charges.

9. Fire Protection System

- (a) The owner of a building shall be responsible for the proper use, installation, maintenance and operation of any fire alarm system installed on or in the property and shall take all reasonable steps to ensure the prevention of false alarms.
- (b) The owner of a building with a fire alarm system installed on or in the property shall:
 - i. ensure the name and in-service telephone number(s) of a primary contact person and an alternate contact person who can provide access to the building is posted in clear view adjacent to the alarm panel and/or by the alarm pull station adjacent to the main entrance; and/or
 - ii. install at the owner's expense a lock box in clear view as near as practicable to the main entrance and between 1 meter and 1.8 meters off the ground containing:
 - A. the information required by subsection 9(b)(i); and
 - B. labelled keys to open any of the following which exist in the building:
 - 1. doors or hatches to the principal entrance;
 - 2. firefighting safety/control features;
 - 3. elevator(s);
 - 4. services rooms for firefighting purposes; and

5. any door that permits entry into a common area.
- (c) Installation, repairs, testing, and maintenance of a fire alarm system and/or fire protection equipment must be conducted by a person who possesses:
 - i. a certificate from the Canadian Fire Alarm Association “Fire Alarm Technician Training” program; or
 - ii. a journeyman electrician with an upgrading course entitled “Fire Alarm and Protection Systems” and is licensed to perform such work in Saskatchewan.
- (d) Only persons trained and certified by the manufacturers of a specific fixed extinguishing system shall install, maintain or inspect specific fixed extinguishing systems in the City of Prince Albert.

10. Fees for Responding to False Alarms

- (a) In the event that members respond to a false alarm, the owner of the building at which the false alarm occurred is liable to pay to the City a fee as set out in Schedule “A”.
- (b) Members will be deemed to have responded to a False Alarm once they have left the fire station.
- (c) Members shall call the contact person mentioned in subsection 9(b)(i) upon arriving at the building at which the false alarm occurred.
- (d) The contact person mentioned in subsection 9(b)(i). shall provide access to the interior of the building to the responding members within fifteen (15) minutes of the arrival of the members at the building. If the contact person does not provide such access, the owner of the building shall be liable to an additional stand-by fee as set out in Schedule “A” in addition to the fee payable pursuant to subsection (a).
- (e) Subsections 10(c) and (d) do not apply to an owner who has installed a lock box pursuant to subsection 9(b)(ii) at the building at which the false alarm occurred.

- (f) If any of the fees mentioned in this section are not paid within thirty (30) days the City may add the amount of the fees to the taxes of the parcel of land upon which the building at which the false alarm occurred is located pursuant to Section 333 of *The Cities Act*.

11. Request for Emergency Service

- (a) The City may provide and charge for any firefighting, fire prevention or emergency service outside the City where no agreement exists. If a request is made by any other municipality, municipal government, First Nation Government, person or other properly constituted authority, organization or agency.
- (b) The charge for any firefighting, fire prevention or emergency service provided by the Fire Department shall be determined according to the fees and rates listed in Schedule "A".
- (c) Where no mutual aid agreement exists between any other municipality, municipal government, First Nation Government, or other constituted authority, organization or agency, the person requesting the services of the Fire Department, must be the Fire Chief, Chief Executive Officer, or other executive authority in the said organization. The individual must make his or her request for services to the Fire Chief or his or her designate, and must agree to the fees and rates as listed in Schedule "A."

12. Debt Owing

- (a) Any person who is charged a fee pursuant to this Bylaw must pay the fee within the time specified and, in the manner, specified on the invoice setting out the fee.
- (b) Any fee that is not paid as specified on the invoice setting out the fee becomes a debt owing to The City of Prince Albert by the person to whom the fee was charged as per the Act.

PART III
NATIONAL FIRE CODE & NATIONAL BUILDING CODE

13. Adoption of National Codes

- (a) It is declared that *The National Fire Code of Canada* as revised and amended from time to time is in force within The City of Prince Albert subject to any modifications made by this Bylaw.
- (b) It is declared that *The National Building Code of Canada* as revised and amended from time to time is in force within the City of Prince Albert subject to any modifications made by this Bylaw.

Part IV

INSPECTIONS, COMPLIANCE WITH ORDERS & ENFORCEMENT PROCEDURES

14. INSPECTION OF PREMISES

- (a) For the purposes of ensuring compliance with this Bylaw, or any order made under this Bylaw, the Fire Chief or his or her designate may, at any reasonable time, enter and inspect any building, structure or premises in accordance with the Act.
- (b) The Fire Chief or his or her designate and Fire Inspector shall be the designated officers for the purposes of enforcing this Bylaw.
- (c) Inspections under this bylaw shall be carried out in accordance with Section 324 of the Act.
- (d) No person shall obstruct a Fire Inspector who is authorized to conduct an inspection under this section, or a person who is assisting an Inspector.
- (e) A Fire Inspector may request that the owner supply confirmation of a condition, a thing or an activity by providing a certificate, letter, or any other documentation from an expert in a field related to the condition, thing, or activity. If requested, the documentation will be required to provide

solution(s) to rectify the condition, thing or activity which the owner shall than be required to complete.

15. Order to Remedy Contraventions

- (a) If the Fire Chief or Fire Inspector finds that there is a contravention of this Bylaw, the Fire Chief or his or her designate or Fire Inspector may issue to the owner, operator or occupant of the building, structure, premises or land in or on which the contravention is occurring a written order to remedy any contravention in accordance with Section 328 of the Act and Section 33 of *The Fire Safety Act*.
- (b) An Order may contain an option or a requirement to demolish a structure. If provided as an option, demolition may be chosen by the owner as an alternative to undertaking repairs. Demolition may be required by Order without the option to repair if the structure has been deemed to pose an unacceptable risk to public safety in terms of structure, condition or use.
- (c) The requirements contained within an Order do not suspend the need to comply with conditions defined by any other bylaw, act or regulation, including but not limited to the need to obtain permits, permissions or certification.
- (d) An order under this Bylaw shall be served as per Section 347 of the Act.
- (e) If an Order is issued pursuant to subsection 15(a) of this bylaw, the City may, in accordance with Section 328 of The Cities Act, give notice of the existence of the Order by registering an interest against the title to the land that is the subject of the Order.

16. Carrying Out Orders by the Fire Chief

- (a) The Fire Chief or his or her designate may carry out or cause to be carried out the activities required to be done by an order in accordance with Section 330 of the Act.

- (b) Notwithstanding Section 330 of the Act, in an emergency the Fire Chief or his or her designate may take whatever actions or measures are necessary to eliminate the emergency.

17. Appeal of Order

- (a) A person who is issued an order made pursuant to subsections 6(c) or 15(a) may within fifteen (15) days of being served with the order, appeal the order to the City of Prince Albert Property Maintenance Appeal Board as established and appointed by Council pursuant to Bylaw No. 10 of 2017 or its successor bylaw, in accordance with Section 329 of the Act.

18. Immediate Hazards

- (a) Notwithstanding any other provision of this Bylaw, where in the course of an investigation or inspection under this Bylaw, the Fire Chief or his or her designate is of the opinion that a condition exists creating a serious danger to life or property, the Fire Chief or his or her designate may:
 - i. Use any measures that the Fire Chief or his or her designate considers appropriate to remove or lessen the condition.
 - ii. Evacuate and close the building, structure, premise or yard where the condition exists or any area surrounding such location for any period that the Fire Chief or his or her designate considers appropriate.
 - iii. If closed under subsection 18(a)(ii), the Fire Chief or his or her designate shall, if possible, placard the building, structure, premise, yard or area as a serious danger to life or property.
 - iv. No person shall enter, attempt to enter or tamper with a building, structure, premise, yard or area that has been closed under subsection 18(a)(i) without the prior approval of the Fire Chief or his or her designate.

- v. The owner of any building or that has been closed under subsection 18(a)(ii) shall ensure that building is secure from entry by any person.
 - vi. No person shall take down, cover up, mutilate, deface or alter a placard posted under subsection 18(a)(iii).
 - vii. The costs and expenses incurred under Section 18 are a debt due to the City and may be recovered from the owner of the building, structure, premise, yard or area in or on which the work was carried out in accordance with Section 332 of The Act.
 - viii. If the costs and expenses mentioned in subsection 18(a)(vi) are not paid at the end of the calendar year in which the work was carried out, the City may add the amount of the costs and expenses to the property owner's taxes pursuant to Section 333 of The Act.
- (b) When providing any services, the Fire Chief or his or her designate or the Incident Commander may order people in a building to vacate the building and not re-enter the building until the Fire Chief or his or her designate or the Incident Commander says they may enter the building.
 - (c) The Fire Chief or his or her designate or the Incident Commander may select a perimeter around a building and order people to stay out of that perimeter until the Fire Chief or his or her designate or the Incident Commander says they may enter the area contained within the perimeter.
 - (d) The Fire Chief or his or her designate or Incident Commander may select a perimeter around a motor vehicle accident and or a dangerous goods incident and order people to stay out of the perimeter until the Fire Chief or his or her designate or Incident Commander says it is safe to enter the area contained within the perimeter.
 - (e) The Fire Chief or his or her designate or Incident Commander may select a perimeter around any other incident requiring a response by the Fire Department and order people to stay out of that perimeter until the Fire Chief or his or her designate or Incident Commander says that they may enter the area contained within the perimeter.

- (f) The Fire Chief or his or her designate or Incident Commander may enlist the assistance of the Prince Albert Police Service or other peace officer to ensure no person remains at or re-enters a building or perimeter that the Fire Chief or his or her designate or Incident Commander has ordered to be vacated.

PART V
PREVENTION AND SUPPRESSION OF FIRES

19. Persons Present at Fire or Other Emergencies

- (a) No person shall drive any vehicle over any hose while in use or about to be used at any fire or other emergency.
- (b) No person shall hinder or impede any members at the extinguishing of any fire, emergency or other duties connected therewith.
- (c) No person shall obstruct, hinder or delay any Fire Department vehicle while proceeding to an emergency or while in attendance of the emergency.

20. Fire Hydrants

- (a) No fence, shrub, tree or other object shall be placed:
 - i. within one (1) meter of a fire hydrant;
 - ii. in a manner that impedes the visibility of the fire hydrant from the street; or
 - iii. in a way that obstructs access to a fire hydrant.
- (b) Private owners of non-municipally owned fire hydrants are responsible for testing, maintenance and marking of such privately- owned fire hydrants to ensure the privately-owned hydrant(s) are maintained at all times in a fully-functional operating condition, and assume all liability for the proper operation, maintenance, and marking of private hydrants. Such private owners shall at least once every twelve (12) months between May 1st and

September 30th of each year provide the Fire Chief or his designate confirmation in writing from a contractor approved by the Fire Chief certifying compliance with this provision for each such hydrant, including without limitation certification that:

- i. hydrant caps are in place, and worn or rusted threads are repaired or replaced;
 - ii. annual flushing has been conducted and that the main valve and outlet valves are fully functional.
- (c) Records of such annual contractor inspections and testing of privately owned non-municipal fire hydrants shall be submitted to the Fire Chief no later than October 31st of each calendar year.
- (d) The owner of the private fire hydrant shall be responsible to immediately provide the Fire Chief with written notification when the fire hydrant is in a non-functional condition.
- (e) If a repair is expected to exceed five (5) days, the owner of the privately owned fire hydrant shall provide the Fire Chief with written notification of when the repairs are expected to be completed.
- (f) Upon installation, the owner will conduct a water flow test on any privately owned fire hydrants to determine the water flow, and the fire hydrant barrel top shall be painted according to industry standards. The Fire Chief shall be notified in writing of the installation of any fire hydrant.
- Light Blue 1500 gpm (5680 L/min) or greater
 - Green 1000-1499 gpm (3785-5675 L/min)
 - Orange 500-999 gpm (1900-3780 L/min)
 - Red 500 gpm (1900 L/min)
- (g) The type, flow data, colour and location of all private fire hydrant(s) must be supplied to the Fire Chief upon request.

21. Smoke Alarms

- (a) In addition to the requirements of the National Fire Code of Canada, smoke alarms shall:
 - i. be installed and maintained between each sleeping area, and where the sleeping areas are served by hallways smoke alarms shall be installed in the hallways in every dwelling unit.
 - ii. be kept free from paint, grease, dirt, and physical damage.
 - iii. be inspected and tested in conformance to the manufacturer's instructions by the tenant or tenants at least once every six (6) months. The tenant shall record the inspection and test on a form supplied by the owner of the building or the owner's authorized agent.
- (b) Subsection 21(a) does not apply to a care or detention occupancy required to have a fire alarm system.
- (c) Notwithstanding subsection 21(a)(i), where a building contains one or more dwelling units that are not occupied by the owner of the building, the owner shall ensure that the smoke alarms contained in the building:
 - i. are installed with permanent connections to an electrical circuit;
 - ii. do not have disconnect switches between the circuit panel and the smoke alarm;
 - iii. have battery backups; and
 - iv. have hush features.
- (d) If a tenancy for a dwelling unit is terminated:
 - i. all smoke alarms in the dwelling unit shall be inspected before the dwelling unit is re-occupied;
 - ii. the owner of the building or the owner's authorized agent shall conduct the smoke alarm inspection and testing and maintain a record of all inspections and tests required by subsection 21(a)(iii);

- iii. any new tenant shall sign a form supplied by the owner of the building or the owner's authorized agent, confirming that the smoke alarm is in working condition; and
 - iv. the owner must retain the original copy of the form referred to in subsection (d)ii. an ensure that an additional copy is posted in the tenant's suite.
- (e) Smoke alarm inspection forms required by subsection 21(a)(iii) and/or (d)(ii) shall contain the following information:
- i. The address of the premises being inspected;
 - ii. The date of the inspection;
 - iii. The name of the person conducting the inspection;
 - iv. The condition, operation and deficiencies if any; and
 - v. Corrective measures taken to correct the deficiencies.
- (f) Where the authority having jurisdiction requests a copy of the smoke alarm inspection form required in subsection 21(a)(iii) and/or (d)(ii) the owner or the owners authorized agent shall immediately produce the original record and promptly provide a copy of the record.
- (g) No person shall:
- i. Tamper with or disconnect a smoke alarm, unless necessary to effect repairs to the smoke alarm;
 - ii. Remove batteries from a smoke alarm, except when replacing the batteries;
 - iii. Place anything over a smoke alarm so as to render it inoperable; or
 - iv. Disconnect a hard-wired smoke alarm.
- (h) Tenants of residential rental properties shall contact their landlord immediately if the smoke alarm in the residential rental property is inoperable.
- (i) A landlord shall have forty-eight (48) hours to replace or repair an inoperable smoke alarm.

- (j) A landlord shall have ninety (90) days following the purchase of a rental property to ensure that all dwelling units within that rental property are in compliance with this Bylaw.
- (k) A dwelling shall have a battery or hard-wired smoke alarm outside each sleeping area.
- (l) A Fire Inspector is authorized entry on any property that is subject to this Bylaw, at all reasonable times, in order to ascertain whether the requirements of this Bylaw are being met. Notwithstanding, where the property is an occupied dwelling or dwelling unit, the Inspector shall obtain consent from the occupant, or the occupant shall be given twenty-four (24) hours written notice of the Inspector's intention to inspect the dwelling or dwelling unit.
- (m) Fire Inspector entering a private property shall be in possession of identification so as to be recognized as an authorized representative of the Prince Albert Fire Department.
- (n) No person shall obstruct or prevent a Fire Inspector entry onto any property pursuant to this Bylaw.

22. Carbon Monoxide Alarms

- (a) Carbon monoxide alarms shall be installed in each bedroom or within five (5) meters of each bedroom in any building containing:
 - i. a residential occupancy;
 - ii. a care or detention occupancy with individual suites;
 - iii. a care or detention occupancy containing sleeping rooms not within a suite, and that also contains:
 - A. a fuel-burning appliance; or
 - B. a storage garage,
 - iv. a personal care home; and
 - v. a residential-service facility.

- (b) Carbon monoxide alarms referred to in subsection 22(a) shall be kept in good repair and in operable condition.
- (c) The owner shall ensure that the carbon monoxide alarms contained in the building:
 - i. if connected to an electrical circuit, do not have disconnect switches between the circuit panel and the carbon monoxide alarm;
 - ii. have battery backups; and
 - iii. have hush features.
- (d) If a tenancy for a dwelling unit is terminated:
 - i. all carbon monoxide alarms in the dwelling unit shall be inspected before the dwelling unit is re-occupied;
- (e) No person shall:
 - i. tamper with or disconnect a carbon monoxide alarm, unless necessary to effect repairs to the carbon monoxide alarm;
 - ii. remove batteries from a carbon monoxide alarm, except when replacing the batteries;
 - iii. place anything over a carbon monoxide alarm so as to render it inoperable; or
 - iv. disconnect a hard-wired carbon monoxide alarm.
- (f) Tenants of residential rental properties shall contact their landlord immediately if the carbon monoxide alarm in the residential rental property is inoperable.
- (g) A landlord shall have forty-eight (48) hours to replace or repair an inoperable carbon monoxide alarm.
- (h) A landlord shall have ninety (90) days following the purchase of a rental property to ensure that all dwelling units within that rental property are in compliance with this Bylaw.
- (i) A dwelling shall have a battery or plug in, or hard-wired carbon monoxide alarm.
- (j) A Fire Inspector is authorized entry on any property that is subject to this Bylaw, at all reasonable times, in order to ascertain whether the

requirements of this Bylaw are being met. Notwithstanding, where the property is an occupied dwelling or dwelling unit, the Inspector shall obtain consent from the occupant, or the occupant shall be given twenty-four (24) hours written notice of the Inspector's intention to inspect the dwelling or dwelling unit.

- (k) A Fire Inspector entering a private property shall be in possession of identification so as to be recognized as an authorized representative of the Prince Albert Fire Department.
- (l) No person shall obstruct or prevent a Fire Inspector entry onto any property pursuant to this Bylaw.

23. Fire Pits

- (a) No person shall set an open-air fire unless the following measures are taken:
 - i. The fire shall be contained in a non-combustible receptacle or fire pit constructed of cement, brick, or sheet metal with a minimum 18-gauge thickness;
 - ii. The receptacle shall be covered with a heavy gauge screen with openings not exceeding 13 millimeters (.5 inches);
 - iii. The size of the fire pit or receptacle shall not exceed 75cm (30 inches) in diameter;
 - iv. The fire pit or receptacle shall be located a minimum of two (2) meters from combustible materials, buildings, porches, similar amenity space and property line; and
 - v. The fire pit shall not exceed 51 centimeters (20 inches) in height.
- (b) The fuel for fire pits shall consist only of charcoal or cut seasoned wood. The burning of the following material in a fire pit is prohibited:
 - i. Rubbish;
 - ii. Garden refuse;
 - iii. Manure;

- iv. Treated or painted lumber;
 - v. Livestock or animal carcasses; and
 - vi. Any material which when burned will generate black smoke or an offensive odor including insulation from electrical wiring or equipment, asphalt roofing materials, hydrocarbons, plastics, rubber materials, creosoted wood or any similar material.
- (c) Fire pits shall be reasonably supervised so as to prevent their spread and the open flame does not exceed one (1) meter at its widest point.
 - (d) No person shall light an outdoor fire when the weather conditions contribute to smoke from the fire creating a nuisance to another person.
 - (e) If the fire pit becomes a nuisance because of smoke drift, or interferes with the enjoyment of another person's property, the fire pit shall be extinguished if the Fire Chief or his or her designate deems the fire pit to be a nuisance or a threat. A member of the Fire Department may extinguish the fire and take other steps as necessary to ensure that the fire and site of the fire no longer poses a threat or nuisance.
 - (f) Fire pits shall not be set in windy conditions conducive to creating a running fire.
 - (g) Fire pits or outdoor solid fuel appliances shall be clear of overhangs such as tree branches and utility lines.
 - (h) Any person that builds, ignites, or allows a fire in a fire pit must ensure that a means of extinguishing the fire is readily accessible at all times while the fire is burning.

24. Chiminea and Portable Fire Pits

- (a) All chiminea and portable fire pits on private property shall:
 - i. Not be used on wood decks or on apartment balconies;
 - ii. Not be used within two (2) meters of any building or combustible material;

- iii. Not be used in an enclosed, unventilated area, as a dangerous and potentially fatal buildup of carbon monoxide can be produced;
- iv. Not be placed under a structure, awning, or trees;
- v. Be placed on a non-combustible surface such as concrete which extends far enough in front of the fire box opening to catch any embers that may fall out when cleaning or fueling; and
- vi. Be removed if determined by the Prince Albert Fire Department if constituted as a fire or safety hazard.

25. Wood Piles

- (a) All firewood, lumber and timber kept on private property shall be:
 - i. Stacked or piled as to keep it clear of windows and doors to provide for clear entry and exit from any part of the building;
 - ii. Kept away from any source of ignition;
 - iii. Removed if determined by the Fire Department to constitute a fire hazard, entry or exit hazard to the building, and moved to such a location as required by the Fire Department;
 - iv. Stored at least three (3) meters from any structure, except a storage shed or garden shed if stored outside;
- (b) No more than one (1) cord of cut firewood shall be stored inside a building.

26. Burn Permit

- (a) A person or persons who wish to clean up wood or vegetation from their personal property, shall apply to the Fire Department for a "Burn Permit" and if granted, pay the fee set out in Schedule "A." In this event, following a site inspection, the Fire Department may waive any requirement of this section. The permit holder shall comply with all conditions attached to the burn permit.

- (b) The person to whom a burn permit has been issued shall:
 - i. Remain in charge or keep a person in charge of the fire;
 - ii. Ensure that the fire does not create a hazard to persons or property;
 - iii. Ensure that the fire is completely extinguished before any such supervision ends;
 - iv. Be responsible for any costs incurred by the Fire Department when called upon to extinguish such fire when, in the opinion of the Fire Chief or his or her designate, the fire is a hazard to persons or property; and
 - v. Fully indemnify and save harmless The City of Prince Albert from all claims for loss or damage that may arise from said burning.

27. Barbecuing, Propane Heaters & Patio Heaters

- (a) Every person who uses a barbecue, propane heater, patio heater or similar device shall:
 - i. Use the barbecue, propane heater, patio heater or similar device in a reasonable and safe manner;
 - ii. Keep the barbecue, propane heater, patio heater or similar device when lit, a sufficient distance from all combustible material;
 - iii. Refrain from leaving the barbecue, propane heater, patio heater or similar device unattended, when lit;
 - iv. Keep the barbecue, propane heater, patio heater or similar device in a reasonable state of repair; and
 - v. Comply with all federal and provincial regulations governing the use and storage of propane cylinders.
- (b) In addition to requirements of Subsection 27(a), if any person uses a propane heater, patio heater or similar device on a balcony, the following provisions apply:
 - i. Solid fuel barbecues or similar cooking devices shall not be used;
 - ii. Propane cylinders shall not exceed the 20-pound size;

- iii. Propane cylinders shall not be repaired, stored or contained within the building;
- iv. Propane cylinders shall be shut off at the tank valve when not in use;
- v. Propane cylinders shall be connected and secured to the barbecue, propane heater, patio heater or similar device;
- vi. Propane cylinders shall be kept in an upright position at all times including when cylinders are in transit, in service or in storage; and
- vii. Barbecues, propane heaters, patio heaters or similar devices must be kept a sufficient distance from all combustible material.

28. Fire Ban

- (a) Notwithstanding any provision in this Bylaw, the Fire Chief may declare a complete ban of any burning of any kind in the City of Prince Albert and:
 - i. The Fire Chief will coordinate communication for the public regarding the fire ban with the City's Communications Division;
 - ii. No person shall ignite or allow any kind of fire to burn when a complete ban on burning has been declared by the Fire Chief; and
 - iii. Members may extinguish any fire found burning while a complete ban on burning has been declared by the Fire Chief.

29. Property Identification

- (a) The owner of a building shall display the street number for the building on the front of the building or in some other conspicuous location in front of the building so that the street number is clearly legible and visible from the street.
- (b) Where multiple occupancies and/or renters are located in one building, the occupancy or suite number shall be displayed in such a manner that it will clearly direct emergency responders to the correct area of the structure.

30. Vacant Buildings

- (a) In accordance with The National Fire Code of Canada, as revised and amended from time to time, all vacant buildings shall be secured against unauthorized entry as provided in this Section.
- (b) All exterior windows and doors, whether broken or intact, on the first story of a vacant building shall be boarded up to prevent unauthorized entry.
- (c) The boards used to secure a vacant building shall be 5/8 thick plywood or OSB (oriented strand board).
- (d) Wherever possible, the boards shall be one solid piece and shall be secured to the window or doorframe or brick molding using 5 cm (2-inch) structural screws approximately 41 cm (16 inches) apart.
- (e) The boards shall be cut so as to fit tightly against the door or window frames to prevent a person from prying off the boards.
- (f) In addition to the windows and doors, any other openings in the exterior of a vacant building shall be secured to prevent unauthorized entry or an infestation of pigeons or rodents.

31. Securing of Premises

- (a) Where the owner of the building cannot be located or is unable to arrange for securing of the property, the Fire Chief or his or her designate will make arrangements for the security of the said property to protect from vandalism, looting or other similar action. The total cost for securing of the property shall be the responsibility of the owner. If the owner does not pay the invoice for costs associated with securing of the premises, the said invoice amount shall be added to the property taxes for the premises pursuant to Section 333 of the Act.
- (b) Where a building is substantially damaged by fire and poses a safety hazard, and at the discretion of the Fire Chief or his or her designate, the building owner shall make arrangements to have the building demolished.

If the building owner fails to comply as directed by the Fire Chief or his or her designate, the City may have the building demolished and add the expenses incurred by the City to the taxes of the parcel of land upon which the building is located pursuant to Section 333 of The Act.

32. Commandeering of Equipment

- (a) Where an extreme fire hazard exists or the safety of persons or property is in imminent danger by a fire, the Fire Chief or the senior officer in command of a fire or any other emergency may commandeer or use any privately owned equipment for the purpose of firefighting.
- (b) The Fire Department shall pay compensation to any person from whom private property is commandeered or used pursuant to Subsection (a).
- (c) The amount of compensation to be paid to a person by the Fire Department pursuant to Subsection (b) will be determined by the Fire Department. In the event a person does not agree with the amount of compensation, the person may appeal the amount of the compensation to City Council within 15 days of receiving the payment made pursuant to Subsection (b).

PART VI

HAZARDOUS SUBSTANCES

33. Flammable and Combustible Liquids

- (a) Above ground and underground storage tanks for flammable liquids and combustible liquids is not permitted in residential R1, R2, R3, R4 and R5 zoned properties within the City.

34. Testing, Repair and Removal of Storage Tanks

- (a) If, in opinion of the Fire Chief or Fire Inspector, there is a reasonable suspicion that flammable or combustible liquids or vapors are escaping from an underground or above-ground storage tank or piping which may create a hazardous condition, the Fire Chief or Fire Inspector may order the owner, operator, or occupant of the premises where the storage tank is located to:
 - i. Drill test holes and provide test results to the Department;
 - ii. Test the tank and associated piping;
 - iii. Excavate the tank and piping and carry out any necessary work to correct the hazardous condition, including the removal, replacement or repair of the tank; and
 - iv. All of which is at the cost of the owner, operator, or occupant of the premises.

35. Discharge of Hazardous Substances into Sewer System

- (a) No person shall discharge or permit to be discharged any flammable liquid, combustible liquid, dangerous good, hazardous substance or waste dangerous good, whether by itself or in combination with any other liquid or solid, into any sanitary sewer, storm sewer, sewer connection, catch basin, street, alley or ditch.
- (b) The Fire Chief or a Fire Inspector may use any measures that the Fire Chief or Fire Inspector considers appropriate to prevent further discharge of a substance mentioned in Subsection 34(a), and may suspend the operation of any activity or business suspected of being the source of the discharge.

36. Fireworks

- (a) No person shall sell any High-Hazard fireworks to another person unless the purchaser holds a valid Fireworks Display Supervisor Certificate.

- (b) No person shall sell any Low-Hazard fireworks to another person unless the purchaser is 18 years of age or older.
- (c) No person shall ignite sky lanterns (or any variant) within the municipal boundaries of the City of Prince Albert.
- (d) Any business that sells Low-Hazard fireworks shall display in a readable format as near as practicable to the fireworks offered for sale and in clear view of any customers the Notice to Public set out in Schedule "B1".

37. Public Fireworks Displays

- (a) A public fireworks display shall only be held in public locations approved and designated by the Fire Department.
- (b) No person shall hold a High-Hazard public fireworks display without first obtaining approval from the Fire Chief. An application for such a permit shall be made using the form set out in Schedule "B2" and shall be submitted to the Fire Department with the fee set out in Schedule "A" at least forty-five (45) days in advance of the display.
- (c) Approval for a public fireworks display using high-hazard fireworks shall only be issued to a Fireworks Display Supervisor who holds a Level I or Level II card issued by Natural Resources Canada. Applicants with Fireworks Display Supervisor accreditation from other jurisdictions shall not receive a permit unless the Fire Department is satisfied that the applicant is properly trained and qualified in the use of high-hazard fireworks.
- (d) An applicant for a permit for a high-hazard public fireworks display shall procure and provide to the Fire Department at least Fourteen (14) days prior to the scheduled date of the display, a Certificate of Insurance which shall name the City as insured under the applicant's insurance policy. The Insurance Certificate shall indicate that the applicant has at least \$3,000,000.00 of public liability insurance.
- (e) The Fire Chief may refuse a Fireworks Permit if in his or her opinion:
 - i. The applicant does not have adequate insurance coverage;

- ii. The fireworks display or its proposed location constitutes a fire hazard to neighboring properties, and suitable fire safety or suppression equipment is not available;
 - iii. The fireworks display poses a danger to public health and safety; and/or
 - iv. The Fireworks Permit as set out in Schedule "B2" is incomplete.
- (f) A public fireworks display using high-hazard fireworks shall only be held if the display is conducted under the direct supervision of a Fireworks Display Supervisor.
 - (g) In accordance with The National Fire Code of Canada, a public fireworks display using high-hazard fireworks shall be conducted in conformance with the current "Fireworks Display Manual" prepared by Natural Resource Canada.
 - (h) The Fire Chief or his or her designate is granted authority to seize, take, remove or cause to be removed at the expense of the owner, all stocks of fireworks stored or held in violation of this Bylaw.
 - (i) At the conclusion of the public fireworks display, all unused fireworks and debris shall be immediately removed and disposed of by the person holding the permit to conduct the display.

PART VII
OFFENCES AND PENALTIES

38. Owner's Responsibility

- (a) Unless otherwise specified, the owner or owner's authorized agent shall be responsible for carrying out the provisions of this Bylaw.

39. General Penalty

- (a) No person shall:
 - i. Fail to comply with an order made under this Bylaw;
 - ii. Obstruct or hinder the Fire Chief or his or her designate under the authority of this bylaw; or
 - iii. Fail to comply with any other provision of this Bylaw.
- (b) Except as otherwise provided in this Bylaw, every person who contravenes any provision of this Bylaw is guilty of an offence and, subject to Section 40, is liable on summary conviction to a fine as set out in Section 338 of the Act.
- (c) Any person who is in default of payment on a fine imposed pursuant to this section may be liable to a term of imprisonment not exceeding ninety (90) days.

40. Notice of Violation

- (a) Notwithstanding Section 39, the Fire Chief or his or her designate or a Fire Inspector may, as an alternative to proceeding by way of summary conviction, issue a notice of violation for any contravention(s) of this Bylaw.
- (b) Subject to Subsection (d), a notice of violation issued by the Fire Chief or his or her designate or a Fire Inspector shall be in a form provided by the City and shall include the designated penalty sum(s) set forth in Schedule C, which designated penalty sum shall, upon service on the person contravening the Bylaw provision, become a debt due and owing the City, which upon payment shall be accepted as an admission of the contravention.
- (c) If a Notice of Violation is issued pursuant to Subsection (b), such person shall pay to the City the penalty sum specified in accordance with this Bylaw within fifteen (15) days of the date the notice of violation is delivered.

- (d) The date of payment shall be determined as follows:
 - i. For payment in person, the date of payment shall be the date payment is received by the City;
 - ii. For payment by deposit, the date of payment shall be the date payment is deposited in the depository at City Hall; or
 - iii. For payment by mail, the date of payment shall be the federal post marked date on the remittance.
- (e) Subject to Subsection (i), the City's rights under this Notice of Violation section shall be in addition to the City's right to seek other legal remedies or actions for abatement of the contravention.
- (f) The penalty sum specified in the notice of violation is to be paid:
 - i. In person, during regular office hours, to the cashier located at City Hall, Prince Albert, Saskatchewan;
 - ii. By mail addressed to the Financial Services Department, City Hall, 1084 Central Avenue, Prince Albert, Saskatchewan S6V 7P3; or
 - iii. By any other method indicated on the notice of violation.
- (g) If payment as required under a notice of violation is not paid by the date specified therein, then the penalty sum specified therein shall be enforceable by the City as a debt due to the City.
- (h) Upon payment of a notice of violation, the person to whom the notice of violation was issued shall not be liable to prosecution for that offence by way of summary conviction.
- (i) A person to whom a notice of violation is being issued pursuant to this Notice of Violation Section shall, upon request by the person issuing the notice of violation, provide their name, address and date of birth. Any person who fails to provide this information is guilty of an offence and liable on summary conviction to a fine as set out in Section 338 of the Act.

PART VIII
ENFORCEMENT

41. Appointment of Firefighters

- (a) Pursuant to section 337 of the Act, all members are hereby appointed as Bylaw Enforcement Officers and are empowered to enforce this Bylaw, and subsections 26(a), 27(a), 69(a)(iii), 70(a)(viii), 71(b) and 75(c) of City of Prince Albert Traffic Bylaw No. 1 of 2013 but no other bylaw.

PART IX
MISCELLANEOUS

42. Severability

- (a) If a Court of competent jurisdiction should declare any section or part of a section of this bylaw to be invalid, such section or part of a section shall not be construed as having persuaded or influenced the Council to pass the remainder of the bylaw, and it is hereby declared that the remainder of the bylaw shall be valid and shall remain in force and effect.

43. Repealed Bylaws

Bylaw No. 22 of 2008 is hereby repealed.

44. This Bylaw comes into effect on the day of its final passing.

INTRODUCED AND READ A FIRST TIME THIS 13TH DAY OF DECEMBER,AD 2021.

READ A SECOND TIME THIS 13TH DAY OF DECEMBER,AD 2021.

READ A THIRD TIME AND PASSED THIS DAY OF ,AD 2021.

MAYOR

CITY CLERK

SCHEDULE "A"

PRINCE ALBERT FIRE DEPARTMENT - FEES FOR SERVICE

Service	Fee
Inspection Services	
Third Party requests for business premises required for a Provincial or Federal grant or license. – In City.	\$75.00/hour (Minimum 1 hour charge)
Third Party requests for business premises required for a Provincial or Federal grant or license. – Out of City.	\$200 plus mileage at the current rate as per City policy in effect at the time.
File Search	\$100.00
Fire Report	\$100.00
False Alarm Response	
1 st response	No Charge
2 nd response	\$125.00
3 rd response	\$250.00
4 th and subsequent responses	\$500.00 per response
<i>*If no false alarm call occurs for a period of 12 consecutive months, subsequent false alarm is deemed to be a first false alarm.</i>	
Standby fee	\$250.00/hour
Emergency Response Charges	
Extrication services at accidents.	SGL posted rate
Dangerous Goods response-Rail Carrier	\$1050.00/hour per unit, plus disposable costs
Dangerous Goods response-Highway Carrier out of City.	\$1050.00/hour per unit, plus disposable costs
Dangerous Goods response-In City response, non-resident.	\$1050.00/hour per unit, plus disposable costs
Out of City Rescue Calls	\$1050.00/hour plus disposables
Out of City Fire Calls-Request for response	\$1050.00/hour 1st Unit, and \$750.00/hour each additional unit plus disposable costs and additional fire fighting costs.
Standby Fee- In City	\$250.00/hour
Standby Fee-Outside of City	\$1050.00/hour per unit
Permits	
Public Fireworks Display Permit	\$100.00
Burn Permit	\$50.00

Schedule “B1”

Notice to Public re: Discharge of Low-Hazard Fireworks

Pursuant to the provisions of Bylaw No. 15 of 2021, The Fire Services Bylaw, please be advised that:

No person shall discharge Low-Hazard fireworks, or ignite sky lanterns (or any variant) within the municipal boundaries of the City of Prince Albert.

Schedule "B2"

Prince Albert Fire Department High-Hazard Fireworks Display Approval Permit

Pursuant to the provisions of Bylaw No. 15 of 2021, The Fire Services Bylaw, permission is hereby granted to:

Name of Applicant: (First Name) _____ (Last Name) _____

Applicant Address: _____

Postal Code _____ Telephone: _____

Cell Phone: _____ Fax No. _____

I, _____ of _____

hereby request permission to hold a fireworks display on (date) _____

To be exploded at (address) : _____

To be exploded by: _____ Certificate No: _____

To be exploded between the hours of _____ and _____

Fireworks Applicant

Check appropriate boxes to complete the application.

- Copies of valid Fireworks Display Supervisor cards attached to Fireworks Permit.
- Copy of liability insurance to indemnify The City of Prince Albert attached to Permit.
- Copy of Safety Procedures attached to Permit.
- This permit must be available at all times at the above address during the exploding of the Fireworks.
- Permit Fee paid (See Schedule "A")

Further, I agree to absolve The City of Prince Albert, the Fire Chief of the Fire Department and any employees from any and all damages or civil litigation caused by or attributable to consumer fireworks display initiated by the owner, occupier or person in charge of the premises.

I have completed this application accurately and truthfully. By signing this application, I agree to be bound by the commitments I have made in the application and to have them form conditions on the permit issued.

Signature of Applicant: _____ Date: _____

Signature of Approval (Fire Chief): _____ Date: _____

The Fire Chief may revoke or suspend a Fireworks display if the Fire Chief believes the applicant has contravened any of the conditions of the permit.

Once approved, the Fire Department shall fax a copy to the Airport Manager.

I, _____ Airport Manager, of The City of Prince Albert, do hereby authorize a

Fireworks display to be held on (date) _____ at (address) _____

Schedule “C”

Offences and Fines

	Offence	Fine
a	Fails to maintain a clear and unobstructed exit or means of egress as required by the National Fire Code.	\$300
b	Fails to maintain a fire exit door or fire exit hardware as required by The National Fire Code.	\$300
c	Fails to ensure exterior passageways and exterior exit stairs serving occupied buildings are maintained clear of ice and snow accumulations as required by The National Fire Code.	\$300
d	Fails to maintain, service or test portable fire extinguishers as required by The National Fire Code.	\$300
e	Fails to maintain, service or test an automatic sprinkler system as required by The National Fire Code.	\$300
f	Fails to maintain, service or test commercial cooking equipment including exhaust and fire protection systems as required by The National Fire Code.	\$300
g	Fails to maintain, service or test special extinguishing systems as required by The National Fire Code.	\$300
h	Blocks or wedges open a closure of a fire separation required by the National Fire Code.	\$300
i	Fails to maintain, service or test fire alarm systems and components as required by The National Fire Code.	\$300
j	Fails to maintain, service or test a standpipe system as required by The National Fire Code.	\$300
k	Permits combustible materials or waste combustible materials to accumulate in or around buildings or locations that create an undue fire hazard as required by The National Fire Code.	\$300
l	Fails to maintain fire separations as required by The National Fire Code.	\$300
m	Obscures or obstructs a fire hydrant as required by The National Fire Code.	\$300
n	Obscures or obstructs a fire department connection as required by The National Fire Code.	\$300
o	Fails to maintain a clear and unobstructed fire lane as required by The National Fire Code.	\$300
p	Fails to maintain exit signs as required by The National Fire Code.	\$300
q	Fails to maintain emergency lighting as required by The National Fire Code.	\$300
r	Fails to post an occupant load sign as required by The National Fire Code.	\$300
s	Fails to maintain 45 cm (18 inch) clearance between sprinkler heads and products as required by The National Fire Code.	\$300
t	Stores flammable liquids or compressed gases in any building, structure or open space except in a manner provided for in the National Fire Code.	\$300
u	Contravenes any of the provisions of Section 5.6 of the <i>National Fire Code</i> respecting construction and demolition site safety.	\$500

v	Contravenes any of the provisions of The National Fire Code not expressly listed above	\$500
w	Contravenes any of the provisions of Section 9 – Fire Protection System	\$500
x	Contravenes any of the provisions of Section 18 – Immediate Hazards	\$500
y	Contravenes any of the provisions of Section 19 – Persons Present at Fire or Other Emergencies	\$500
z	Contravenes any of the provisions of Section 20 – Fire Hydrants	\$500
aa	Contravenes any of the provisions of Section 21 – Smoke Alarms	\$300
bb	Contravenes any of the provisions of Section 22 – Carbon Monoxide Alarms	\$300
cc	Contravenes any of the provisions of Section 23 – Fire Pits	\$300
dd	Contravenes any of the provisions of Section 24 – Chiminea and Portable Fire Pits	\$300
ee	Contravenes any of the provisions of Section 25 – Wood Piles	\$300
ff	Contravenes any of the provisions of Section 26 – Burn Permit	\$300
gg	Contravenes any of the provisions of Section 27 – Barbequing, Propane Heaters and Patio Heaters	\$300
hh	Contravenes any of the provisions of Section 28 – Fire Ban	\$300
ii	Contravenes any of the provisions of Section 29 – Property Identification	\$300
jj	Contravenes any of the provisions of Section 30 – Vacant Buildings	\$300
kk	Contravenes any of the provisions of Section 33 – Flammable and Combustible Liquids	\$500
ll	Contravenes any of the provisions of Section 35 – Discharge of Hazardous Substances into Sewer System, as per the City of Prince Albert Sanitary Sewer Bylaw	\$500
mm	Contravenes any of the provisions of Section 36 – Fireworks	\$500
nn	Contravenes any of the provisions of Section 37 – Public Fireworks Displays	\$500

TITLE: Committee Appointment Vacancies

DATE: February 28, 2022

TO: City Council

PUBLIC: X

INCAMERA:

RECOMMENDATIONS:

1. That Cathy Crane be appointed as a member at large on the Community Services Advisory Committee for the term ending December 31, 2022; and,
2. That Mel Keating be appointed as the Senior Men's Golf Club representative on the Golf Course Advisory Committee for the term ending December 31, 2022.

TOPIC & PURPOSE:

The purpose of the report is to approve appointments to fill vacancies on the Community Services Advisory Committee and the Golf Course Advisory Committee.

BACKGROUND:

As you are aware, City Council, at its meeting of February 15, 2022, considered appointments of individuals to various Boards & Committees.

In accordance with Section 74 of the Procedure Bylaw No. 23 of 2021, the Mayor is responsible to make recommendations for Council Committee appointments, along with recommendations for the Chair and Vice Chair, to City Council for consideration.

PROPOSED APPROACH AND RATIONALE:

The City Clerk's Office received an email notification from Councillor D. Ogradnick on February 22, 2022 forwarding advisement that Peggi-Lynn Gatin is resigning from the Community Services Advisory Committee effective March 1, 2022. Therefore, the Mayor has selected Cathy Crane as the replacement to participate as a member on the Committee.

Correspondence from the Prince Albert Senior Men's Golf Club was received on February 24, 2022 requesting the appointment of Mel Keating as the Club's representative on the Golf Course Advisory Committee, which appointment would replace long-time member, John Toner.

CONSULTATIONS:

In accordance with Section 74 of the Procedure Bylaw, the Mayor selected the nominee from the Applications received for appointment to the Community Services Advisory Committee. The confidential applications are available for review by members of Council upon request.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Correspondence will be forwarded to the applicants following City Council's approval. The Secretaries to the Boards and Committees will also be advised to ensure the appropriate orientation and/or training session is held with the new members.

The names of the appointees will be included in the Board and Committee listing, which is posted on The City's website.

Our office will continue to accept new applications throughout the year and those applicants are added to the list of potential appointees to fill various vacancies on City Council's Boards and Committees throughout the year.

POLICY IMPLICATIONS:

City Council's Procedure Bylaw No. 23 of 2021 outlines the process for Council to appoint individuals to various Boards and Committees.

PRIVACY IMPLICATIONS:

The Board and Committee applications received by various individuals are considered confidential as they contain personal information. These Confidential Applications are available for review by members of Council only in consideration of the recommended Appointees.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no options to recommendations or financial implications.

STRATEGIC PLAN:

The information contained in the report directly aligns with The City's Strategic Goal of Corporate Sustainability:

“The City recognizes that a well-functioning organization needs to be clear on the roles and functions of Administration and Council, understand the core principles and behaviors of good governance, and commit to continued improvement in governance and organization.”

OFFICIAL COMMUNITY PLAN:

Section 4 – Decision Making outlines the following relevant goals:

1. Develop a public engagement strategy to guide the public consultation process and create consistency across the organization.
2. Improve the quality of the City’s key stakeholder relationship and increase awareness of City programs and initiatives.

In addition, Section 5, Sustainability outlines the following relevant goal:

- Embrace a collaborative planning process that involves all stakeholders

PUBLIC NOTICE:

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

Written by: Terri Mercier, Corporate Legislative Manager

Approved by: City Clerk & City Manager



RPT 22-92

TITLE: 2022 Work Plan - Golf Course Advisory Committee

DATE: **March 1, 2022**

TO: City Council

PUBLIC: **X**

INCAMERA:

RECOMMENDATION:

That the 2022 Work Plan for the Golf Course Advisory Committee, as attached to RPT 22-58, be approved.

ATTACHMENTS:

1. 2022 Work Plan - Golf Course Advisory Committee (RPT 22-58)

Written by: Golf Course Advisory Committee

RPT 22-58

TITLE: 2022 Work Plan - Golf Course Advisory Committee

DATE: February 1, 2022

TO: Golf Course Advisory Committee

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the 2022 Work Plan for the Golf Course Advisory Committee be approved.

TOPIC & PURPOSE:

The purpose of the report is to submit the 2022 Golf Course Advisory Committee Work Plan for approval.

BACKGROUND:

The Golf Course Advisory Committee was re-established by City Council in 2018. It is a requirement for all City Boards and Committees to establish an annual Work Plan for approval by City Council.

PROPOSED APPROACH AND RATIONALE:

The attached Work Plan provides an outline of the main areas of consideration for the Golf Course Advisory Committee, as follows:

- Golf Course Improvements
- Elks Club Donation
- Rates & Fees

The Work Plan provides actions, resources, lead contact and timeline information. Additional resources may be utilized from time to time to include key stakeholders and public consultations in specific areas of interest.

The first Golf Course Advisory Committee meeting is scheduled for February 7, 2022 to review and approve the 2022 Work Plan. Administration is recommending a second meeting on April 7th and a third meeting scheduled for September 1st.

As recommended by the Golf Course Advisory Committee, the following is to be allocated to the Golf Course Improvements Reserve as part of the 2022 Budget:

- Annual Sponsorship Funding for Cooke Municipal Golf Course to the Golf Course Improvements Reserve. This is estimated to be \$60,000 - \$75,000 annually.
- \$50,000 of the annual revenue generated through Pathway Fees and Cart Rentals will be allocated to the Golf Course Improvements Reserve for the purpose of Pathway Reconstruction and Repair.

Management will provide recommendations regarding the investment of the funding available in 2022 for consideration at the April 7, 2022 Golf Course Advisory Committee meeting.

The recommendations for the 2023 Rates & Fees will be submitted for consideration at the September 1, 2022 Golf Course Advisory Committee meeting.

CONSULTATIONS:

The Committee is comprised of representatives from the member clubs at Cooke Municipal Golf Course. Each representative reports back to their respective membership on any items of interest for feedback and input.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Following approval at the February 15, 2022 City Council meeting, the Committee will continue its work according to the work plan.

OTHER CONSIDERATIONS/IMPLICATIONS:

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

STRATEGIC PLAN:

Fiscal Management and Accountability: The Golf Course Advisory Committee serves as a community based group that considers relevance and efficiency.

Corporate Sustainability: Administration and City Council depends on their user groups to enhance decision-making.

OFFICIAL COMMUNITY PLAN:

The Decision Making Section of the Official Community Plan highlights the importance of a community based advisory group and support initiatives outlined in the Plan.

In addition, Section 5, Sustainability outlines the goal to embrace a collaborative planning process that involves all stakeholders.

PUBLIC NOTICE:

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

PRESENTATION: Verbal – Jody Boulet, Director of Community Services

ATTACHMENTS:

1. 2022 Work Plan - Golf Course Advisory Committee

Written by: Jody Boulet, Director of Community Services

Approved by: City Manager

**City of Prince Albert
Golf Course Advisory Committee (GCAC) 2022 Work Plan**

<i>Deliverable (What)</i>	<i>Action (How)</i>	<i>Resources (Who)</i>	<i>Lead</i>	<i>Estimated Completion Date (When)</i>	<i>Update on Status of Project/Tasks</i>
Golf Course Improvements	1. Review of Proposed Golf Course Improvements.	Superintendent Head Professional	CS Dept	1. April 7, 2022	1.
Elks Club Donation	1. Priorities for the investment of the donated funds.	Head Professional Superintendent	CS Dept.	1. April 7, 2022	1.
Rates & Fees	1. Recommendation for the 2023 Rates & Fees Schedule.	Head Professional Superintendent	CS Dept.	1. September 1, 2022	1.

DRAFT



RPT 22-93

TITLE: Airport Advisory Committee 2022 Work Plan

DATE: **March 1, 2022**

TO: City Council

PUBLIC: **X**

INCAMERA:

RECOMMENDATION:

That the 2022 Work Plan for the Airport Advisory Committee, as attached to RPT 22-47, be approved.

ATTACHMENTS:

1. Airport Adviosry Committee 2022 Work Plan (RPT 22-47)

Written by: Airport Advisory Committee

TITLE: Airport Advisory Committee 2022 Work Plan

DATE: January 26, 2022

TO: Airport Advisory Committee

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the 2022 Airport Advisory Committee Work Plan be approved.

TOPIC & PURPOSE:

The purpose of this report is for the draft 2022 work plan to be presented to the Airport Advisory Committee for discussion.

BACKGROUND:

The Airport Advisory Committee was established by City Council on October 22, 2019. Every year a work plan is to be established by the Committee and subsequently forwarded to City Council for approval. The items identified in the work plan have been suggested by the Department of Public Works and by the Airport Advisory Committee.

PROPOSED APPROACH AND RATIONALE:

The attached Work Plan provides an outline of the main areas of consideration for the Airport Advisory Committee for 2022 as follows:

1. Av Gas Card Lock F.O.B.
2. New Hanger Space
3. Apron II Rehabilitation
4. Operational ASMP Improve use of Resources
5. Operations ASMP Protect Airport Airspace

CONSULTATIONS:

The Airport Advisory Committee and Public Works Department have been involved with creating the work plan list.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Following the Committee's review, this report will be forwarded to the Executive Committee for their approval.

POLICY IMPLICATIONS:

There are no justifications for incamera, financial implications, privacy implications, or options to recommendations

STRATEGIC PLAN:

As an asset of the City, the values of the Airport should align with the Core Values identified in the City's Five-Year Strategic Plan, but with a specific focus on the role, vision, and mission of the Airport.

Entrepreneurial

Facilitate business development and entrepreneurship through the provision of safe, affordable, and capable airport facilities

Partnerships

Utilize airport infrastructure and operational excellence to foster meaningful social and business partnerships in the community and support economic growth in the region

Innovative

Employ effective planning and development to facilitate efficient and safe aviation activity today, while creating an environment that stimulates investment in the Airport and our City for tomorrow

Accountable and Transparent

We will make investment and operations decisions at the Airport based on a clear and defensible rationale

OFFICIAL COMMUNITY PLAN:

Establish a foundation of sound planning for the Prince Albert Airport area. The airport industrial land use allows for industrial activities associated with the Prince Albert Municipal Airport. The purpose of this land use is to allow for airport activities and locate associated and dependent businesses close to the airport. The area may accommodate a mix of commercial and industrial uses that complement the Prince Albert Municipal Airport. The uses must be consistent with airport flightpath requirements.

PUBLIC NOTICE:

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

PRESENTATION:

Verbal by Wes Hicks, Director of Public Works

ATTACHMENTS:

1. AAC 2022 Draft Work Plan

Written by: Director of Public Works

Approved by: City Manager

City of Prince Albert Airport Advisory Committee (AAC) 2022 Work Plan

<i>Deliverable (What)</i>	<i>Action (How)</i>	<i>Resources (Who)</i>	<i>Lead</i>	<i>Estimated Start Date</i>	<i>Update on Status of Project/Tasks</i>
From the Strategic Master Plan. <ul style="list-style-type: none"> Av Gas card lock. 	Administration to bring forward a report on how to improve access with the following options: <ul style="list-style-type: none"> Negotiate with Snowbird Aviation. Av Gas Card Lock. RFP for new supplier. 	Airport Manager Engineering Services Manager Director of Public Works Director of Planning	Public Works	Meeting #1	
From the Strategic Master Plan. <ul style="list-style-type: none"> New Hanger Space. 	Administration to bring forward a report on how to construct a new hanger for over night parking with the following options: <ul style="list-style-type: none"> RFP for proposals to build and operate. Costs for City to construct and operate. 	Director of Planning PREDA Airport Manager Engineering Services Manager Director of Public Works	Planning	Meeting #2	
From the Strategic Master Plan. <ul style="list-style-type: none"> Apron II Rehabilitation From the Strategic Master Plan. 	Administration to bring forward a report on how upgrading Apron II and providing underground utility services will allow economic development of hangers at the airport.	Engineering Services Manager Airport Manager Director of Public Works	Public Works	Meeting #3	
Operational ASMP page 138. <ul style="list-style-type: none"> Improve use of Resources. 	Utilization review of City Resources and make recommendations and changes. <ul style="list-style-type: none"> Parks mowing grass groundside. Roadways snow clearing groundside. Other possible beautifications ideas. 	Airport Manager Engineering Services Manager Director of Public Works Operations Manager Roadways Manager Parks Manager	Public Works	Meeting #4	
Operations ASMP page 138. <ul style="list-style-type: none"> Protect Airport Airspace 	City of Prince Albert and Bucklands land use review. <ul style="list-style-type: none"> What can and cannot be build in the Airport. Protection of the Air space for safety. 	Director of Planning PREDA RM of Bucklands Airport Manager Engineering Services Manager Director of Public Works	Planning	Meeting #5	



RPT 22-104

TITLE: PAC Work Plan 2022

DATE: **March 1, 2022**

TO: City Council

PUBLIC: **X**

INCAMERA:

RECOMMENDATION:

That the 2022 Planning Advisory Committee Work Plan, as attached to RPT 22-45, be approved.

ATTACHMENTS:

1. PAC Work Plan 2022 (RPT 22-45)

Written by: Planning Advisory Committee

CONSULTATIONS:

In preparing this work plan, Administration consulted with members of Administration, the City Clerk's Office, and the Chair and Vice Chair of the Planning Advisory Committee.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Following approval by the Planning Advisory Committee, a recommendation will be provided to City Council for approval at the upcoming meeting.

OTHER CONSIDERATIONS/IMPLICATIONS:

There are no privacy, policy, financial or other options to the recommendation to consider at this time.

STRATEGIC PLAN:

Fiscal Management and Accountability: The Planning Advisory Committee serves as a community based advisory group that considers the relevance and efficiency of proposed City actions and initiatives.

Corporate Sustainability: Administration and City Council depend on a resilient and robust reference groups to enhance decision-making.

Sustainable Growth: The Planning Advisory Committee assists in providing advice to support sustainable initiatives.

OFFICIAL COMMUNITY PLAN:

The City of Prince Albert Official Community plan cannot be implemented in isolation by Administration, it takes community support, consultation and advisory groups or committees like the PAC to help ensure City initiatives meet necessary and realistic goals.

PUBLIC NOTICE:

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

PRESENTATION: Verbal, Planning Manager and Director of Planning and Development Services

ATTACHMENTS:

1. 2022 PAC Work Plan

Written by: Kristina Karpluk, Planning Manager

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

City of Prince Albert
Planning Advisory Committee (PAC) 2022 Work Plan

Deliverable (What)	Action (How)	Resources (Who)	Lead	Estimated Start/Completion Date (When)	Update on Status of Project/Tasks
Work Plan Approval (Feb)	<ol style="list-style-type: none"> Review and approve work plan Housing program update 	PDS (Planning)	PDS	Start Q1 Complete Q1	
Housing and Land Use Recommendation (March)	<ol style="list-style-type: none"> PDS to get feed back from PAC on proposed Zoning Bylaw amendment to make all care homes permitted uses vs. discretionary – Council. 	PDS (Planning)	PDS	Start Q1 Complete Q2	
Land Development Policy Consultation (April)	<ol style="list-style-type: none"> PDS to get PAC feedback on the policy language provided to date. Depending on how many statements are prepared for discussion, the intention will be to discuss one or two per meeting. 	PDS (Planning), PW, CS, Finance, Communications	PDS	Start Q2 Complete Q2	
Land Development Policy Consultation (May)	<ol style="list-style-type: none"> Continuation of the previous discussion on the Policy Statements prepared to date by Administration. 	PDS (Planning), PW, CS, Finance, Communications	PDS	Start Q2 Complete Q2	
Land Development Policy Consultation (June)	<ol style="list-style-type: none"> Continuation of the previous discussion on the Policy Statements prepared to date by Administration. Additionally, discussion on methods of public engagement on this topic. 	PDS (Planning), PW, CS, Finance, Communications	PDS	Start Q3 Complete Q3	
Land Development Policy (September)	<ol style="list-style-type: none"> Continuation of the previous discussion on the Policy Statements prepared to date by Administration and discussion on the results of the public engagement undertaken over the summer months. 	PDS (Planning), PW, CS, Finance, Communications	PDS	Start Q4 Complete Q4	
Angus Merasty Subdivision (October)	<ol style="list-style-type: none"> Review the proposed subdivision plan. Looking for feedback on the plan and discuss public engagement. 	PDS (Planning), PW and CS	PDS	Start Q4 Complete Q4	



RPT 22-105

TITLE: 2022 Work Plan - Community Services Advisory Committee

DATE: **March 1, 2022**

TO: City Council

PUBLIC: **X**

INCAMERA:

RECOMMENDATION:

That the 2022 Work Plan for the Community Services Advisory Committee, as attached to RPT 22-59, be approved.

ATTACHMENTS:

1. 2022 Work Plan - Community Services Advisory Committee (RPT 22-59)

Written by: Community Services Advisory Committee



RPT 22-59

TITLE: 2022 Work Plan - Community Services Advisory Committee

DATE: February 1, 2022

TO: Community Services Advisory Committee

PUBLIC: X

INCAMERA:

RECOMMENDATION:

That the 2022 Work Plan for the Community Services Advisory Committee be forwarded to City Council for approval.

TOPIC & PURPOSE:

The purpose of the report is to outline the 2022 Work Plan initiatives for the Community Services Advisory Committee. City Council approval is required following the Committee meeting on February 9, 2022.

BACKGROUND:

The Community Services Advisory Committee members were appointed to a 2-year term by City Council at their meeting on January 25, 2021.

2022 will represent the 2nd year of the 2-year term.

Administration will provide a verbal presentation regarding the proposed 2022 Work Plan initiatives at the February 9, 2022 Community Services Advisory Committee meeting.

PROPOSED APPROACH AND RATIONALE:

The attached Work Plan provides an outline of the main areas of consideration for the Community Services Advisory Committee, as follows:

- Community Grant Program
- Truth & Reconciliation – Calls to Action
- Public Art Plan
- Off Leash Dog Parks
- Twinning Project – Thorey En Plaine, France
- Beautification Initiatives
- Culture Plan
- Urban Forestry Management Plan
- Little Red River Park Master Plan
- Improvement Plan for Playgrounds & Park Amenities
- Rates & Fees

The Work Plan provides actions, resources, team lead and timeline information. Additional resources may be required from time to time to include key stakeholders and public consultations in specific areas of interest.

CONSULTATIONS:

The Work Plan includes various opportunities where Public and Stakeholder involvement will be undertaken in each of the areas.

COMMUNICATION AND/OR ANNOUNCEMENT PLAN:

Following approval by the Community Services Advisory Committee a recommendation will be provided to City Council for approval at their February 15, 2022 meeting.

OTHER CONSIDERATIONS/IMPLICATIONS:

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

STRATEGIC PLAN:

Fiscal Management and Accountability: The Community Services Advisory Committee serves as a community based advisory group that considers relevance and efficiency.

Corporate Sustainability: Administration and City Council depend on a resilient and robust reference groups to enhance decision-making.

Sustainable Growth: The Community Services Advisory Committee assists in providing advice to support sustainable initiatives.

OFFICIAL COMMUNITY PLAN:

The Decision Making Section of the Official Community Plan highlights the importance of a community based advisory group and support initiatives outlined in the Plan.

In addition, Section 5, Sustainability outlines the goal to embrace a collaborative planning process that involves all stakeholders.

PUBLIC NOTICE:

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

PRESENTATION: Verbal – Jody Boulet, Director of Community Services

ATTACHMENTS:

1. 2022 Work Plan - Community Services Advisory Committee

Written by: Jody Boulet, Director of Community Services

Approved by: City Manager

City of Prince Albert
Community Services Advisory Committee (CSAC) 2022 Work Plan

<i>Deliverable (What)</i>	<i>Action (How)</i>	<i>Resources (Who)</i>	<i>Lead</i>	<i>Estimated Completion Date (When)</i>	<i>Update on Status of Project/Tasks</i>
Community Grant Program	1. Recommendations for the 2022 Community Grant Program recipients.	CSAC Sport & Recreation Manager	CS Dept.	1. March 1, 2022	1.
Truth & Reconciliation – Calls to Action	1. City Council has directed a report be prepared regarding the implementation of the Calls to Action for Municipalities.	CSAC Arts & Culture Coordinator	CS Dept.	1. March 1, 2022	1.
Public Art Plan	1. Presentation regarding the 2022 initiatives. 2. Proposed priorities for 2023.	CSAC Public Art Working Group Arts & Culture Coordinator	CS Dept.	1. March 1, 2022 2. September 7, 2022	
Off Leash Dog Parks	1. Recommendation for priorities in 2022.	CSAC Parks Manager	CS Dept.	1. March 30, 2022	1.
Twining Project Thorey En Plaine, France	1. Update regarding next steps & Prince Albert Committee representation.	CSAC Arts & Culture Coordinator Historical Society	CS Dept.	1. March 30, 2022	1.
Beautification Initiatives	1. Presentation regarding proposed improvements for 2022.	CSAC Parks Manager Public Works	CS Dept.	1. April 27, 2022	1.

City of Prince Albert
Community Services Advisory Committee (CSAC) 2022 Work Plan

<i>Deliverable (What)</i>	<i>Action (How)</i>	<i>Resources (Who)</i>	<i>Lead</i>	<i>Estimated Completion Date (When)</i>	<i>Update on Status of Project/Tasks</i>
Culture Plan	1. Presentation regarding the 2022 initiatives. 2. Proposed priorities for 2023.	CSAC MCAP Working Group Arts & Culture Coordinator	CS Dept.	1. April 27, 2022 2. September 7, 2022	1. 2.
Urban Forestry Management Plan	1. Review of Implementation Phases.	CSAC Parks Manager	CS Dept.	1. May 25, 2022	1.
Little Red River Park Master Plan	1. Review of Implementation Phases	CSAC Parks Manager	CD Dept.	1. May 25, 2022	1.
Improvement Plan for Playgrounds & Park Amenities	1. Presentation on the status of the Improvement Plan. 2. Recommendations for 2023.	CSAC Parks Manager	CS Dept.	1. September 7, 2022	1. 2.
Rates & Fees	1. Review and Approval of the Rates & Fees for City Parks, Recreation, Arts & Culture Facilities.	CSAC Sport & Recreation Manager	CS Dept.	1. September 7, 2022	1.



City of
Prince Albert

INQ 22-2

MOTION:

Be received as information and filed.

ATTACHMENTS:

1. February 15, 2022 City Council Inquiry Responses

Written by: Jim Toye, City Manager

To: City Council
From: City Manager

February 15, 2022 - City Council Inquiries

Councillor	Inquiry #	Inquiry	Dep't Sent to	Date Responded	Response
Councillor Miller	INQ#22-03	Can 13 th Street West, which is a bus route, be reviewed by Roadways because currently in a few spots, the bus and a small car would both be unable to get through at the same time.	Public Works	18-Feb	Director of Public Works: The Operations Manager has reviewed this street and it has been prioritized for snow clearing next week. Update from February 25: Roadways was unable to attend to 13th St. W. this week as the focus was to complete all school zones while school is out; 13th St. W. will be completed by mid-next week.
Councillor Edwards	INQ#22-04	What is the process to ticket or sanction properties that consistently leave garbage bins out in the back alley, which often results in a mess and forces staff to return to the property to clean-up.	Public Works & Bylaw	18-Feb	Director of Public Works: When a complaint is received by Public Works or the Sanitation Truck Driver sees a violation, the Sanitation Foreman is sent to the location to place a red warning tag on the bin. If the problem persists we call Bylaw and then the fines begin as per the Garbage and Recycle Bin Policy https://www.citypa.ca/en/living-in-our-community/resources/Documents/Garbage-and-Recycling-Bins.pdf



City of
Prince Albert

MOT 22-3

MOTION:

That Administration provide a report outlining the External Funding received by the City over the past year for Municipal Projects for consideration by members of Council.

Written by: Councillor D. Ogrodnick